

MASTER AGREEMENT

2024-2027

**BETWEEN THE
BOARD OF TRUSTEES**

AND

FACULTY COUNCIL

**OF
MONTCALM
COMMUNITY
COLLEGE**

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AGREEMENT

THIS AGREEMENT, entered into this 9 day of July, 2024, by and between the Board of Trustees of Montcalm Community College, hereinafter called the "Board," and the Montcalm Community College Faculty Council, hereinafter called the "Faculty Council," shall be in effect from August 1, 2024, through July 31, 2027.

WITNESSETH:

WHEREAS, the Board and Faculty Council recognize and declare that providing a quality education for the students of Montcalm Community College is their mutual aim, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the representatives of its employees, as defined in Article I of this Master Agreement, with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Master Agreement,

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I **RECOGNITION**

- A. The Board hereby recognizes the Montcalm Community College Faculty Council, an organization affiliated with the MEA and NEA, as the exclusive bargaining representative as defined in Section 11, Act 379, Public Acts of 1965, of all professional personnel under contract with Montcalm Community College including full-time teaching faculty members, educational counselors, and coordinators employed or hereinafter employed by the Board.
- B. To be eligible for membership in the Faculty Council, the employee must have Montcalm Community College as his/her principal employer and his/her salary must have been determined directly or by proration from the salary schedule in Appendix A. Inherent with this eligibility for membership shall be the normal committee work and professional duties expected of any member of the Faculty Council.
- C. Any person covered by this Master Agreement shall be entitled to membership in the Faculty Council subject to the rules of the Faculty Council governing membership, provided said rules are not discriminatory. Membership in the Faculty Council shall not be a condition of employment for those covered under this Master Agreement.
- D. As set forth in Public Act 379, Section 423.210, it shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain, or coerce public employees in the exercise of their rights; (b) to initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization; provided, that a

public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c) to discriminate in regard to hire, terms, or other conditions of employment in order to encourage or discourage membership in a labor organization; (d) to discriminate against a public employee because he/she has given testimony or instituted proceedings under this Act; or (e) to refuse to bargain collectively with the representative of its public employees.

E. Act 45, Public Acts of 2012, requires that the following language be included in this agreement:

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

F. Pursuant to the Michigan Public Employment Relations Act, (PERA), the Board hereby agrees that every employee of the College shall have the right to freely organize, join, and support the Faculty Council for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. Every employee also has the right to refrain from joining or otherwise supporting the Faculty Council. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of the State of Michigan, of the Constitutions of the State of Michigan and the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in the Faculty Council or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The rights granted to employees in this Agreement shall be deemed to be in addition to and in conformance with those rights provided elsewhere under existing law applicable to community colleges in the State of Michigan.

This Article applies to all employees in the Faculty Council. The bargaining unit is described in Article

1. All employees in the bargaining unit are "bargaining unit members". Faculty Council members are those that choose to join the Faculty Council and pay dues.

- (1) The Faculty Council represents all employees in the bargaining unit.
- (2) Each bargaining unit member can freely choose to become a member of the Faculty Council, or to not become a member of the Faculty Council.
 - (2.a) Bargaining unit membership and Faculty Council membership are distinct.
 - (2.b) An employee is always a bargaining unit member; an employee becomes a Faculty Council member only through choice. If an employee chooses not to become a Faculty Council member he/she will remain a bargaining unit member, remain entitled to fair representation by the Faculty Council, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement and as set forth in the bylaws of the Faculty Council.

- (3) An employee who becomes a Faculty Council member will be required to pay Faculty Council dues (the amounts and regularity of those fees/dues payments to be decided by the Faculty Council). An employee choosing to become a Faculty Council member will be required by the Faculty Council to sign a payroll deduction authorization form (acceptable to the Board) authorizing the Board's Payroll Office to deduct Faculty Council dues from the employee's paychecks.
- (4) The Faculty Council will present the signed dues deduction authorization forms directly to the Board's Payroll Office. Any such authorization card shall remain in effect until revoked in writing (signed) by the employee. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the payroll office.
 - (4.a) Each employee may submit a signed payroll deduction authorization form (via the Faculty Council) to the payroll office twice per fiscal year (beginning of fall semester through end of summer session).
 - (4.b) The Faculty Council shall annually certify in writing to the board's payroll office no later than the third Friday in September, the authorized amount to be deducted from each Faculty Council member who submits a signed payroll deduction authorization form. The board's payroll office shall deduct the authorized amount from each of the employee's regular paychecks and shall within fifteen (15) days after deduction transmit the amounts to the Faculty Council, together with a list setting forth the name of each employee for whom deductions were made.
 - (4.c) The Board's Payroll Office shall use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Faculty Council agrees to refund such monies within twenty (20) days.
- (5) Neither the Board nor the Faculty Council will discriminate against any employee because the employee chooses to become a Faculty Council member or chooses not to become a Faculty Council member.
 - (5.a) Joining the Faculty Council is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Faculty Council.
 - (5.b) Paying Faculty Council dues is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not pay Faculty Council dues.
 - (5.c) The Board will not tolerate harassment or discrimination against any employee who chooses to become a Faculty Council member or chooses not to become a Faculty Council member. Any employee who believes he/she has been harassed or discriminated against in violation of this subsection should complain as set forth in the board's harassment/EEO policy. Any employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become a Faculty Council member or chose to not become a Faculty Council member, or chose to pay Faculty Council dues or chose to not pay Faculty Council dues, will be subject to appropriate corrective/disciplinary action, up to and including termination "for cause."

- (6) The Faculty Council agrees to indemnify and hold the Board harmless against any and all claims, suits and/or other forms of liability that may arise out of or by reason of deductions made by the Board pursuant to this Article, or by reason of the Board complying with the provisions of this Article.

- G. Excluded from bargaining are the salary and pay for extracurricular activities and assignments and any pay or salary or terms and conditions of work for part-time- faculty or any other professional employee of this Board not covered by this Master Agreement. Any person accepting extracurricular assignments shall mutually agree with the administration as to compensation.

- H. The term "employee," when used in this Master Agreement, shall refer to all professional employees eligible for membership in the Faculty Council under this Master Agreement. The term "instructor," when used in this Master Agreement, shall mean those employees of Montcalm Community College whose principal work is teaching in the classroom. The term "counselor," when used in this Master Agreement, shall mean those employees of Montcalm Community College whose principal work is educational advisement. The term "coordinator," when used in this Master Agreement, shall mean an instructor whose responsibilities may involve coordinating student and community activities; promoting cooperation with area schools; and maintaining lab operations, policies, and personnel.

ARTICLE II

FACULTY COUNCIL MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every faculty employee shall have the right freely to organize, join, and support the Faculty Council for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Faculty Council or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Master Agreement or otherwise with respect to any terms or conditions of employment.

- B. The rights granted to employees in this Master Agreement shall be deemed to be in addition to and in conformance with those rights provided elsewhere under existing law applicable to community colleges in the State of Michigan.

- C. The Faculty Council and its representatives shall have the right to use the College buildings for meetings at all reasonable hours as determined by the appropriate administrator, such use to be requested in advance insofar as possible.

- D. The College shall be advised in writing of the officers and other persons authorized to represent the Faculty Council in its dealings with the College. Such persons shall be permitted to transact

official Faculty Council business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations or the usual teaching schedule or other professional responsibility of any employees.

- E. For official Faculty Council use only, the Faculty Council will be permitted to make use of school facilities and equipment when such equipment is not otherwise in use, and when such use is arranged with persons responsible for each piece of equipment used. The Faculty Council shall pay for supplies used in Faculty Council business.
- F. The Faculty Council shall have the right to post notices of its activities and matters of Faculty Council business. The Faculty Council may use the College internal mail service, employees' mailboxes and email system for communication with employees.
- G. The Board agrees to furnish authorized representatives of the Faculty Council, in response to reasonable requests from time to time, information concerning the financial resources of the College including, but not limited to: annual financial reports and audits, register of College personnel, tentative budgetary requirements and allocations, agendas, minutes of all Board meetings, official treasurer's reports, applications, agendas, application and enrollment data, names of all employees, and such other information as will assist the Faculty Council in developing intelligent, accurate, informed, and constructive proposals on behalf of its members; together with information which may be necessary for the Faculty Council to process any grievance or complaint; provided that requests for information will be made in advance in order to allow a reasonable period of time for assembly; also, provided that the financial and personal information requested might be legally divulged, and that such information will be made available in the form normally used by the various administrative offices.
- H. The provisions of this Master Agreement and the wages, hours, terms, and conditions of employment shall be applied to employees in a manner which is not arbitrary, capricious, or discriminatory and shall be without regard to race, sex, pregnancy, color, religion, national origin or ancestry, age, marital status, height, weight, disability or veteran status, sexual orientation, gender identity or gender expression, genetics, or membership in any other protected class. This applies to all programs, activities, services, employment, and advancement including admissions to, access to, treatment in, or compensation in employment as required by state and federal law. In addition, no person, on the basis of any protected classification shall be discriminated against in educational programs, activities, or admissions. Arrangements can be made to ensure that the lack of English-language skills is not a barrier to admission or participation..
- I. The Faculty Council shall be given the opportunity to advise the Board through appropriate channels with respect to any major revision of educational policy when pertinent to the quality of instruction, prior to adoption or general publication. Additionally, Faculty Council shall be given the opportunity to provide input to the Board through appropriate channels regarding major physical or technology changes that may impact the quality of instruction prior to final adoption of changes.
- J. No employee shall be disciplined, reprimanded, or reduced in compensation without just

cause, it being understood that this provision shall not in any way affect the dismissal or non-renewal of probationary or tenured employees as set out in Article VI.

- K. The College and the Faculty, recognizing that academic freedom promotes respect for truth, social responsibility, the democratic tradition, and individual freedom and personality, pledge to create and preserve an atmosphere free from censorship and artificial restraint. No limitations will be placed upon study, investigation, presentation, and interpretation of facts and ideas, it being understood that all faculty members will devote adequate time and effort to assure professionally competent instruction.

ARTICLE III **BOARD AND ADMINISTRATION RIGHTS**

- A. Michigan law makes the Board legally responsible for the operation of Montcalm Community College in all respects. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, but are not limited to, the establishment of educational policy; the construction or acquisition and maintenance of buildings and equipment; the hiring, transfer, assignment, supervision, promotion, and termination of employment of staff members; and the establishment and revision of rules pertaining to the conduct of staff members.
- B. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no action shall violate any of the express terms of this Master Agreement.

ARTICLE IV **NO INTERRUPTIONS OF EDUCATION**

Consistent with the declared purpose of providing a quality education for the students of Montcalm Community College, the Faculty Council and each employee agree that during the life of this Master Agreement, and under the specific conditions agreed thereto, they will not encourage, participate in, or cause any interruption in the normal educational programs of the students at Montcalm Community College.

ARTICLE V **NEGOTIATION PROCEDURES**

- A. It is expected that conditions of employment provided in this Master Agreement shall remain in effect until changed by mutual agreement in writing between the parties. However, it is recognized that, from time to time, important matters of mutual concern which have not been fully negotiated may arise. It is in the public interest to provide opportunities for mutual discussion of such. Upon mutual consent, the parties accordingly agree to cooperate in arranging meetings, selecting representatives, furnishing necessary information, and otherwise constructively resolving any such matters.

- B. Negotiations shall not be reopened prior to May 1 or later than June 15 of the year in which this Master Agreement expires except by mutual consent.
- C. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed except by the Board and the Faculty Council, the parties mutually pledge that their representatives shall be furnished all necessary authority to make and consider proposals in the course of negotiations.
- D. If the parties fail to reach agreement in such negotiations or bargaining, either party may invoke the mediations machinery of the Michigan Employment Relations Commission.

ARTICLE VI **EMPLOYMENT RIGHTS AND RESPONSIBILITIES**

A. Dates of Contract Issue and Return

All individual contracts shall be issued electronically to the returning individual employee by July 1, or within three (3) weeks of ratification.

1. Individual contracts are to be signed electronically by July 10, or within 10 days of receipt unless other arrangements have been made between the faculty member and the Human Resource department. Failure to sign contracts by the date due shall be interpreted as an expression of intent not to return to Montcalm Community College for the following academic year.
2. Employment under an individual employment contract is subject to the right of the College to lay the employee off without pay as provided herein.

B. Contracts

- 1) Probationary. All new employees covered in this Master Agreement may receive probationary contracts for their first three (3), four (4), or five (5) years of employment at Montcalm Community College. During this period, every effort shall be made to help the employee achieve a satisfactory level of performance (Appendix A-2).

The chief academic officer of the College, in consultation with the President of the Faculty Council, will select up to six (6) tenured employees (ordinarily all tenured members of the probationary employee's department and one (1) from another department) plus the appropriate instructional administrator, who will serve as chair, to be the instructional team for the probationary employee. After one (1) year's employment and during the remainder of the probationary period, the employee or a member of the employee's instructional team may request, in consultation with the instructional administrator, removing and/or adding tenured employees. This request will be evaluated by the chief academic officer in consultation with the instructional team and the President of the Faculty Council. The instructional team will issue annual reports advising the probationary employee of strengths and areas for improvement. Unanimous agreement of the instructional team will be required for tenure recommendation.

- a. After three (3) years' employment, the probationary employee may receive tenure based on the instructional team's written report.
 - b. After four (4) years' employment, the probationary employee may receive tenure based on the instructional team's written report. If tenure is not recommended, the written report will specify reasons.
 - c. After five (5) years' employment, the probationary employee will receive tenure or will be dismissed from employment, based on the instructional team's written report.
 - d. No faculty member will be granted tenure without having an earned master's degree from a regionally accredited (or international equivalent) college/university.
2. **Non-Tenure Track.** To meet temporary community or College needs, full-time non-tenure faculty may be hired according to the following guidelines:
- a. Full-time non-tenure track faculty will be members of the Faculty Council.
 - b. Contract renewal will depend on schedules, not the academic year.
 - c. Such faculty will be evaluated according to contract provisions relating to probationary faculty.
 - d. Non-tenure track positions cannot be extended beyond three (3) years without mutual administration and Faculty Council approval.
 - e. Non-tenure track faculty may apply for tenure track positions. If such person is hired, evaluations and time accrued in the non-tenure track position will be used for tenure decisions.
3. **Tenure.** A tenure contract will be issued to employees covered by this Master Agreement for the first academic year after receiving tenure. Thenceforth, a supplementary continuing contract will be issued annually. Tenure is referred to in the policy manual as continuous employment (Appendix A-3).
4. **Other Contracts**
- | | |
|------------------------|--------------|
| Annual Supplement | Appendix A-4 |
| Summer term Contract | Appendix A-5 |
| Endowed Leave Contract | Appendix A-6 |

C. **Faculty Responsibilities**

Faculty will meet basic professional responsibilities including, but not necessarily limited to, the following:

- 1. On the first day of class, provide students a course syllabus using a college approved platform containing:
 - a. Course objectives,
 - b. Reading assignments,

- c. Examination dates,
- d. Project and activities dates,
- e. Grading processes,
- f. Office hours, and
- g. Phone numbers and email information;
2. Meet all classes promptly and for their scheduled duration;
3. Post instructor schedule and office hours on one's office door;
4. Answer all student communications within 24 hours of their receipt during the regular work week;
5. Provide students' grades on homework, exams, projects, activities, and all other assignments within ten (10) days of submission; and
6. Attend committee meetings.

If a faculty member discovers that he/she is unable to meet these professional responsibilities, he/she will inform the appropriate administrator or committee chair to insure competent instruction. Failure to meet these responsibilities may result in being frozen on the salary schedule as outlined in Article VI.D.3.e.

D. Professional Development/Evaluation

The College and the Faculty Council value evaluation and development for probationary and tenured instructors. The primary purpose of such activity is improvement of instruction.

1. Probationary faculty deserve and may require assistance adjusting to their duties and environment. Therefore, resources permitting, each probationary instructor will be assisted by a team consisting of the appropriate instructional administrator, tenured department members, and another tenured faculty member. The team will be guided by materials in section 4560 of the procedures manual.
2. Tenured faculty deserve institutional attention and support. Therefore, in consultation with his/her instructional administrator, each tenured faculty member will yearly create and pursue a professional development plan aimed at maintaining competency, increasing proficiency, and broadening skills. The plan will include minimally:
 - a. an analysis of the employee's course work and methodology during the prior year,
 - b. a statement of future professional goals, and
 - c. methods to achieve such goals.
3. Tenured faculty will:
 - a. Solicit student course evaluations in at least two (2) courses (sections) per semester (see c. below). The student survey instrument may be designed by the instructor in consultation with the instructional team. The method for distributing and collecting the survey instrument is described in the procedures manual (#4560). All materials (including student evaluations) will be provided to the instructional team. For counselors, all students with a scheduled appointment will be solicited for evaluation of

the counseling appointment. The instrument may be designed by the counselors in consultation with the appropriate administrator.

- b. At least once every three (3) years, engage in one of the following:
 - (1) Share a course portfolio with the instructional team. The contents of the course portfolio are described in the procedures manual (#4560).
 - (2) Share a teaching or counseling portfolio with the instructional team. The contents of the teaching or counseling portfolio are described in the procedures manual (#4560).
 - (3) Arrange a classroom visitation by and a follow-up discussion with the instructional team. Counselors may have another counselor with required credentials observe an appointment.
 - (4) Electronically record audio and video of one or more classes or counseling appointments and share the recordings with the instructional team.
 - (5) Keep a daily log of classroom interactions and share this log with the instructional team.
- c. If an instructor teaches more than ten (10) contact hours of overload in a semester, then:
 - (1) Student course evaluations must be solicited in all courses (sections) taught that semester, and
 - (2) A member of the instructional team will review the instructor's performance during that semester.

Additionally, faculty are encouraged to take courses and/or visit classes taught by peers in their own and other departments, both inside and outside the institution. Occupational faculty are encouraged to seek input from one or more of their advisory committees.

d. The administrator on the instructional team will, by the end of the spring semester, submit to the chief academic officer a statement that the process has been completed.

e. At least once every three (3) years, the instructional team by consensus will rate the instructor as "satisfactory" or "unsatisfactory."

- (1) An instructor rated "satisfactory" will continue in good standing as a tenured faculty member.
- (2) An instructor rated "unsatisfactory" will:
 - (a) Be frozen on the salary schedule,
 - (b) Be assigned an improvement team consisting of the original instructional team, an additional administrator, and two additional faculty members (one chosen by the instructor and the other chosen by the instructional team), and

(c) Meet regularly with the improvement team to design and implement a program to restore the instructor to a “satisfactory” rating within two (2) years. The instructional team will rate the instructor at the end of the first year and, if necessary, at the end of the second year.

(i) An instructor restored to a “satisfactory” rating will resume salary schedule advancement from the point at which the instructor was frozen.

(ii) An instructor who receives an “unsatisfactory” rating after both the first and second years will be dismissed.

E. Resignation Procedures

1. Probationary Employees. If a probationary employee wishes to resign at the end of a contract year, notice shall be given as soon as possible, but no later than three (3) weeks from the date of receipt of a contract for the ensuing academic year or the second Monday in April of the current calendar year, whichever is later. A thirty (30) day extension may be granted by the President of the College to a probationary employee requesting it through his/her supervising administrator.
2. Tenured Employees. If a tenured employee wishes to resign at the end of a contract year, notice shall be given as soon as possible, but no later than three (3) weeks from the date of receipt of his/her new contract for the ensuing academic year or the second Monday in April of the current calendar year, whichever is later. A thirty (30) day extension will be granted by the President of the College to a tenured employee requesting it through his/her supervising administrator.
3. Mutual Agreement. Any contract may be terminated at any time by mutual agreement of the employee and the Board.

F. Dismissal Procedures

1. Probationary Employees
 - a. A probationary employee whose contract will not be renewed will be notified in writing by March 1 of the contract year when the cause(s) for non-renewal occur during the first semester and by May 31 when the cause(s) for non-renewal occur during the second semester. The employee may request the reasons for non-renewal within ten (10) calendar days after notification; the reasons will be delivered in writing within seven (7) calendar days of the employee’s request.
 - b. Provided the evaluation procedures as authorized in Article VI, C. have been followed, an employee under probationary contract may be released at the end of the school year without recourse to the grievance procedure.
2. Tenured Employees. If a tenured employee is to be dismissed or the contract not

renewed for just cause, the employee shall be given a written statement of this intention stating the reasons therefor within ten (10) days after the occurrence or knowledge thereof. If the employee wishes to appeal any such decision, the following procedures shall be used:

- a. Within ten (10) calendar days after receipt of such statement, the employee shall file with the President of the College and the President of the Faculty Council a written request that his/her case be considered by the Review Committee. The Review Committee shall consist of two (2) faculty members designated by the President of the Faculty Council and two (2) administrators not involved in the case or Trustees designated by the President of the College. Such committee shall be appointed within five (5) calendar days after receipt of the request and shall be convened by the President of the College within ten (10) calendar days after the employee files a request for review.
- b. The Review Committee shall meet at the appointed time and place to confer with the administrator(s) involved and the employee who may be accompanied by a representative of his/her choosing. The President of the College may attend the conference. The administrator(s) shall present to the Review Committee the reasons for the action together with such supporting material or evidence as requested. The employee and representative shall make such response thereto and present such supporting material or evidence as requested. It is intended that this conference be informal in nature and be conducted in such manner as to bring all applicable considerations to the Review Committee's attention for review and consideration.
- c. The Review Committee, within seven (7) calendar days after conclusion of the conference, shall prepare a report to the President of the College summarizing the information, material, and evidence submitted and make such comments or recommendations as the Review Committee considers appropriate, with a copy to the employee and the administrator(s) involved.
- d. The President of the College shall review the matter, taking into account the Review Committee's report, and shall decide within seven (7) calendar days whether to recommend to the Board that the employee be dismissed or that the contract not be renewed. The employee shall thereupon be notified in writing of such decision.
- e. If the Faculty Council wishes to appeal the matter further, it shall notify the College in writing within ten (10) calendar days of its decision to proceed to final and binding arbitration. The arbitrator shall be selected in accordance with the procedure set out in the grievance procedure and the matter shall be heard and decided in the manner provided in Article XI, B. of this Master Agreement, except that the fees and expenses of the arbitrator shall be shared equally by the College and the Faculty Council.

G. Filling Load

1. Full-time faculty will ordinarily be assigned load within their content area first.

2. In case of emergency need, Administration can appoint an instructor to a course, presuming that the appointment does not violate any other contractual language. This provision may not be used more than once per academic year, per faculty member.
3. When a full-time faculty member cannot be assigned a full load in any semester because of insufficient enrollment or cancelled classes, the following options are provided for the purpose of fulfilling the full-time contract:
 - a. The employee shall be given priority in any assignment for which he/she is qualified within his/her department over any part-time- or overload contractual assignee.
 - b. Assignment to teach an off-campus dual-enrollment class.
 - c. The employee shall be given an assignment for which he/she is qualified in another department after the regular full-time faculty members in that department have been assigned a full load, provided that a departmental committee of the second department shall approve of the employee working in the department. Such decisions shall not be made arbitrarily or capriciously.
 - d. Assignment may be given, if available, which will utilize the employee to assist the College in research, public relations, recruitment efforts, teaching, and/or other meaningful projects beneficial to the growth and success of the College. Such assignments will be reported to the Faculty Council.
 - e. If the employee refuses the foregoing options, his/her salary shall be reduced proportionately.

H. Layoff and Recall

After the above procedures have been exhausted, the Board may cause faculty members to be laid off without pay, provided that no layoff shall occur until after the end of the contract year. Full-time faculty members shall be laid off in inverse order of their seniority in their department.

- a. An employee whose position at the College has become forfeit because of reduction in a department or because of changes in curriculum shall have first priority for the old position or a similar one if it should become open again. "Similar one" shall mean a course in one of the instructor's fields of competency.
- b. Full-time faculty members shall be recalled in inverse order of layoff from their departments. Notification of recall shall be done in writing by registered or certified mail to the employee's last address on record if a position becomes available within thirty-six- (36) months of the time of layoff.
- c. Re-employment under these provisions shall not result in loss of status or credit for previous years of actual service.

- d. No new appointment shall be made while there is an available laid-off, full-time employee who is qualified to fill the vacancy unless such employee fails to advise the College of acceptance of employment within thirty (30) calendar days from the date of notification by the College of the available position.
- e. A seniority list will be furnished to the Faculty Council upon request. In case several employees begin their employment at the beginning of the same academic year, the Faculty Council will notify the College in writing who is to have greater seniority.

I. Seniority accrues while an employee is eligible for membership in the Faculty Council. Seniority is retained, but not accrued, while the employee is employed by the College, but not eligible for membership in the Faculty Council. Seniority is lost if the employee is dismissed or resigns or does not return from a leave of absence. Seniority is not lost by layoff but does not accrue during such period.

J. If any employee covered by this Master Agreement is unjustly dismissed or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost.

K. The Board shall have the right to decide whether or not to fill any faculty position. Faculty positions which the Board decides to fill shall be posted for at least twenty (20) days before being filled. The appropriate administrator will involve current faculty members to assist in the process of reviewing and interviewing candidates for a new full-time position on the faculty. At the conclusion of such process, the recommendation of the interviewing faculty members will be submitted to the appropriate administrator for consideration. Current faculty members may be involved in the process of reviewing and interviewing candidates for part-time- positions if requested to do so by the appropriate administrator, provided the faculty members agree to participate.

L. Inappropriate Behavior Prohibited

1. Employees shall not be subjected to harassment, inappropriate behavior or interference by a parent or other person in the performance of the employee's duties. Employees shall not be expected to remain in any meeting in which prohibited behavior occurs.
2. Inappropriate behavior includes chronic and continuous badgering, as well as verbal abuse. Verbal abuse includes abusive language, screaming, yelling, insults, threats, profanity and upbraiding.
3. Administrators will take appropriate steps to ensure that employees are not subjected to harassment, inappropriate behavior, or interference as described in this section.
4. Administrators shall not be considered in violation of this Section when providing input during a performance assessment meeting unless the Administrator engages in harassment or inappropriate behavior as described in this section.

ARTICLE VII
PROFESSIONAL COMPENSATION

- A. The basic salaries of employees covered by this Master Agreement are set forth in Appendix A which is attached to and incorporated in this Master Agreement. Such salary schedule shall remain in effect during the term set forth in Appendix B of this Master Agreement.
- B. The salary schedule is based on a normal academic year as set forth in Article VIII, A. 1. For counselors, salary will be at 110% of the salary schedule and will be for a full contract year. For additional weeks as part of the regular contract, an employee shall be entitled to additional compensation prorated from the salary schedule in Appendix A, except as follows: Counselors may be issued extended contracts for work time beyond forty-four weeks. During extended contract, counselors and coordinators may be assigned at less than forty (40) hours per week.
- C. All new employees shall be given experience credit on the salary schedule as set forth in Appendix A equivalent to the number of years of previous experience that are applicable to their Montcalm Community College assignment, as determined by the administration.
- D. An employee who wishes to qualify for a new salary level as a result of additional formal education at a fully accredited (i.e., regionally accredited or the international equivalent) college or university shall submit the additional credits to the employee's immediate supervisor for recommendation to the President of the College who will decide to approve or disapprove the credits for a new salary level using the following criteria:
(1) they are directly related to the major area of concentration or a cognate field of the employee or (2) they are directly related to the employee's assigned teaching role.
1. The employee may, if he/she so chooses, have the proposed course work approved prior to the educational experience.
 2. The President's decision as to whether any undergraduate level course meets one of these criteria shall be final. Denial of approval for graduate level courses as not meeting one of these criteria is subject to the grievance procedure.
 3. In order to be approved, the grade point average for each block of courses submitted for the additional ten (10) hours of salary credit must meet the grade standard of the awarding institution for a master's degree.
 4. Once the course work is completed and approval has been obtained, the employee shall be placed on the new salary level at the proper experience step according to the employee's longevity at Montcalm Community College. This shall occur at the beginning of the semester which follows completion of the additional education and receipt of proper certification credentials from the college or university. If receipt of such credentials is delayed through no fault of the employee, pay shall be retroactive to the beginning of the semester. All approved credit hours from a fully accredited college or university, converted to semester hours and certified after the completion date of a bachelor's degree, may apply toward the next salary level.

5. The levels M.A. + 10, M.A. + 20, M.A. + 30, and M.A. + 40 are defined as a master's degree plus an additional number of semester hours which are earned after receipt of the master's degree and which meet at least one of the criteria listed above.
 6. Credit for specialized workshops, seminars, and conferences compatible with the employee's teaching assignments must be submitted in writing to the employee's immediate supervisor for recommendation to the President of the College for approval prior to attending the workshop, seminar, or conference.
 7. Previous evaluations of credits are not subject to reevaluation.
- E. The salaries of all employees eligible for membership in the Faculty Council shall be determined by the salary schedule as set forth in Appendix A, except for counselors. For counselors, salary will be at 110% of the salary schedule and will be for a full contract year.
- F. In no instance shall there be individual deviations. A copy of the rationale for placement of each individual shall become a part of the employee's personnel file and a copy provided to the employee.
- G. Overload
1. Overload is any course taught for credit in excess of the base load as defined elsewhere in this Master Agreement.
 - a. Faculty interested in overload will notify the department chair by or upon faculty days of the prior semester.
 - b. All full-time faculty in the department will have load filled before any overload is assigned.
 - c. Fulltime faculty who have indicated a desire for overload will have it assigned on a rotating basis starting with the most senior faculty member within the department.
 2. Necessary scheduled overload to complete an instructor's required load shall not affect rotation.
 3. The recommended limit for overload is ten (10) contact hours per semester in addition to the base load (as defined elsewhere in this Master Agreement). When overload exceeds this limit, the appropriate instructional administrator must provide in the instructor's file written assurance that the excessive load will not adversely affect the instructor's ability to teach other classes, hold office hours, attend meetings, or fulfill other professional obligations. When the appropriate instructional administrator concludes that a full-time instructor has reached his/her maximum total assignment, the administrator will notify that instructor in writing and no longer consider said instructor as part of the departmental rotation list for the related semester.
 4. Normal curriculum off-campus classes assigned as part of an instructor's base load are not to be considered as overload hours. Each base load off-campus- assignment will be

rotated among those members of the department who regularly teach the course involved on- or off-campus, except when they agree to forego rotation.

- H. When, at the written request of the appropriate administrator, an instructor takes over a course or courses of another instructor who is absent, the substituting instructor shall be paid on a pro-rata basis according to the salary of the substituting instructor.
- I. All employees shall be paid on either a twenty (20) or twenty-six (26) pay schedule, as they elect. A twenty-six (26) pay schedule shall be the default.
- J. No individual covered by this Master Agreement shall perform services for Montcalm Community College prior to the time that remuneration for said services has been defined in writing except by mutual consent of the Faculty Council and the Board.
- K. For purposes of adjustments in the event of additions or deductions, the salary for one day shall be defined as 1/154th of the Base Annual Contract for all employees other than counselors. For counselors, the salary for one day shall be defined as 1/220th of the counselor's Annual Contract.
- L. Assignment to the prison program is subject to approval by the correction authorities.
- M. If any employee is improperly deprived of any professional compensation, the same or its equivalent in money shall be paid to the employee.

ARTICLE VIII
ACADEMIC YEAR, SCHOOL WEEK, AND SCHOOL DAY

A. Academic Year (See Appendix B for Calendar)

1. For the academic years 2024 through 2028 the starting and ending dates shall be:

2024-25	Start August 17, 2024	End May 2, 2025
2025-26	Start August 18, 2025	End May 1, 2026
2026-27	Start August 24, 2026	End May 7, 2027
2027-28	Start August 23, 2027	End May 5, 2028

No instructor shall be assigned to teach on more than one hundred fifty (150) days within any of the academic years listed above. The work year for full-time coordinators shall be

contained within a period of thirty-eight (38) consecutive weeks, unless waived by the employee. The work year for counselors shall be contained within a period of fifty-two (52) weeks. When one-half (1/2) or more of the hours of a coordinator's assigned base load are in a classroom or lab setting, his/her base load shall be scheduled within the academic calendar, unless waived by the employee.

2. By April 1, the supervising administrator shall meet with coordinators to develop a schedule for the next contract year. By May 1 the schedule shall be completed.

Any change in the schedule must be with the written mutual consent of the employee and the supervising administrator. Assignment of counselors shall be in accordance with the guidelines in the College procedures manual.

3. Final grades shall be turned in to the registrar by 8:00 a.m. on the Tuesday following the end of the academic term. Grades for the first 7-week session are due at 8:00 a.m. on the third business day after the session ends. The definition of when 7-week courses end is the last day that ALL 7-week classes that are taught, end. Failure to meet such a deadline will result in a reduction of 1/154th of salary for each day of delay (pro rata if delay is for less than one day). Such penalty will be administered by the appropriate administrator.
4. The following events may be required for faculty members to attend: Accreditation visits, graduation (except for nursing faculty), nursing pinning ceremony (nursing/allied health faculty only), weekly Wednesday meetings from 4 pm to 5:30, faculty professional days, advisory committee meetings, assigned committee meetings, instructional team meetings, and tenured meetings. Class and student needs take priority over the previously listed events. Personal leave days may be used for absences from graduation due to conflict with religious beliefs.

B. School Week

1. An employee may refuse a Saturday or Sunday assignment; if refused, the provisions of Article VI, G. of this Master Agreement shall apply. An employee will not be assigned, as part of base load, more than five (5) consecutive days without the employee's consent.
2. The professional responsibility of the instructor shall be to spend the hours on campus each week necessary for meeting classes, for conference/student hours of four hours per week or departmental meetings as may be scheduled. Instructors shall specify in each course syllabus their availability to respond to electronic communication. Schedules need not be the same for all counselors and coordinators. Each employee's individual weekly schedule shall be consistent within each semester unless waived by the employee. Office hours are distributed over the same days that faculty teach courses with no obligation to exceed four (4) hours. In special circumstances, exceptions can be made in consultation or by arrangement with the appropriate administrator.
3. The period from 4 p.m. to 5:30 p.m. on Wednesday of each week will be reserved for College meetings.
Attendance at such meetings called by the administration, or as part of committee work is part of an employee's base load. Office hours will not be scheduled during this time.
4. Failure to attend a required meeting will result in a reduction of 1/1312 of salary (1/1760 for counselors) for each hour missed (pro rata for less than an hour).

C. School Day

1. The school day shall include such scheduled class sessions as the individual

teaching load may prescribe, regularly scheduled conference hours, and such additional time as may be required to fulfill committee assignments and other necessary professional responsibilities. Counselors and coordinators shall be scheduled for at least four consecutive hours, unless waived by the employee. Counselors and coordinators may be assigned to work more than eight hours in a given day. Stipulations may be waived by the employee.

- a. The supervising administrator may not schedule more than 10 long days as part of base load.
 - b. A long day shall not exceed twelve hours.
 - c. No more than two long days shall be worked consecutively.
 - d. No work day shall begin fewer than 12 hours after the end of the previous work day.
2. Beginning time of classes taught as part of the instructor's regular teaching assignment shall not be more than six (6) hours apart excluding lunch hours or supper hours, and the span of class time shall not exceed seven (7) consecutive hours excluding lunch and supper hours without his/her written consent. If any part of the contractual assignment is after 8 p.m., the instructor shall not be assigned a class before 10 a.m. the following morning without written consent. If any part of an employee's contractual assignment begins before 10 a.m., the employee shall not be assigned duties extending beyond 8 p.m. of the same day without written consent.
 3. Each employee shall have one (1) hour between the hours of 11:30 a.m. and 1:30 p.m. free for lunch each day unless waived in writing by the employee.
 4. Night courses on- or off-campus are a normal part of instructor load. Consistent with daytime load availability, only one night course per week will be assigned without the instructor's written consent. The administration may not assign counselors and coordinators more than one (1) evening per week as part of base load except as specified in C. 1. above. These stipulations may be waived by the employee.

ARTICLE IX **HOLIDAYS**

- A. Buildings will be closed on the following holidays:
 - New Year's Day (January 1)
 - Thanksgiving (designated), the day before and the day after
 - Memorial Day
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Christmas
- B. If any of the above holidays falls on a Sunday, the buildings will be closed on the following Monday.

ARTICLE X
FRINGE BENEFITS

A. Tuition-Free Study

1. Employees may enroll in MCC courses (credit, non-credit, or recreation) tuition- and fee-free within the following limitations:
 - a. The waived fees include only the application fee and the activities fee.
 - b. For non-credit and recreation courses, the maximum contribution by the College shall be the cost of in-district tuition and fees equal to one (1) three-credit (3) hour course each semester.
 - c. Participation in tuition free- study must not interfere with the employee's regular College responsibilities.
 - d. Spouses, children and dependent children (age 25 and under) as defined in the procedures manual and dependents (as defined by the Internal Revenue Service) of employees are eligible for this benefit.
2. Required textbooks purchased at the College bookstore shall be reimbursed at 20% of the cost of the books to the employee.

B. Insurance Benefits

1. Specific insurance coverage for health, long-term disability, life, dental and vision will be as mutually agreed upon by the parties.
2. Health Savings Account funds will be provided on the first business day of July each year in an amount equal to the minimum required by the IRS to qualify as a high deductible health plan.

Options

The College will permit employees who do not elect health insurance coverage to apply \$270.00 per month toward the purchase of additional life insurance through the College life insurance program or toward an annuity or as additional cash compensation. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

ARTICLE XI
GRIEVANCE PROCEDURE

- A. A grievance is a dispute between an employee and the College regarding the meaning, interpretation, or application of any provision of this Master Agreement. Grievances shall be filed by the aggrieved employee and processed in accordance with the following procedure:

1. Within ten (10) weekdays after the aggrieved has become aware of the event which is the basis for the grievance, the aggrieved shall discuss the matter with the appropriate administrator.
 2. If such discussion does not resolve the matter to the grievant's satisfaction, the grievant shall within ten (10) weekdays thereafter file a written statement with the faculty committee that negotiated this Master Agreement. The joint bargaining team will, within ten (10) weekdays thereafter, meet to discuss the matter. Within thirty (30) days of that meeting, the bargaining team will respond to the grievant.
 3. If such discussion does not resolve the matter to the grieving's satisfaction, the grievant shall within ten (10) weekdays thereafter file a written grievance with the appropriate administrator and give a copy to the Chairman of the Faculty Grievance Committee (the faculty committee that negotiated this Master Agreement), stating the facts upon which it is based and referring to all provisions of this Master Agreement which are involved. The administrator and the grievant shall discuss the matter within five (5) weekdays thereafter. The administrator shall give a written reply within five (5) weekdays after the meeting.
 4. If such reply does not resolve the matter to the grievant's satisfaction, he/she shall within five (5) weekdays thereafter file a written statement of the reason(s) with the President of the College (or his/her designated representative), who shall discuss the matter with the grievant, a designated representative, the Chairman of the Faculty Grievance Committee (the faculty committee that negotiated this Master Agreement) and the administrator(s) involved within fifteen (15) weekdays. If the President of the College desires, a representative of the Board may attend. The President of the College shall give a written reply to the grievant within ten (10) weekdays thereafter with a copy to the Chairman of the Faculty Grievance Committee (the faculty committee that negotiated this Master Agreement).
 5. If such reply does not resolve the matter, the Faculty Grievance Committee (the faculty committee that negotiated this Master Agreement) may, by giving written notice to the President of the College within ten (10) weekdays thereafter, refer the grievance to arbitration.
- B. If the parties cannot agree upon an arbitrator within five (5) weekdays thereafter, an arbitrator shall be selected from a panel of five (5) names submitted by the Michigan Employment Relations Commission in accordance with its procedures. The arbitrator is empowered to make a decision in cases of an alleged violation of specific articles or sections of this Master Agreement.
1. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Master Agreement.
 2. The arbitrator shall be limited to deciding whether the College has violated specific articles or sections of this Master Agreement and shall not substitute his/her judgment for that of the College as to the reasonableness of any practice, policy, or rule established

by the College.

3. Should either party dispute the arbitrability of any grievance, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation of its merits.
 4. The arbitrator's decision shall be rendered within thirty (30) calendar days after the conclusion of the hearing. Only decisions which exceed the arbitrator's specified authority may be appealed. The decision shall be final and binding on the Faculty Council, its members, the faculty member or members involved, and the College. The College and the Faculty Council shall discourage their members from appealing any arbitrator's decision to any court or board, and neither shall attempt by any other means to bring about the settlement of any grievance.
 5. The fees and expenses of the arbitrator shall be shared equally by the College and Faculty Council. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- C. If a grievance involves a dispute regarding rights of the Faculty Council under this Master Agreement rather than the rights of individuals, the grievance shall be filed in writing by the President of the Faculty Council with the President of the College at step A. 3. above within ten (10) weekdays after the Faculty Council becomes aware of the event which is the basis of the grievance.
- D. Any individual employee at any time may present grievances to the employer and have grievances adjusted without intervention of the Faculty Grievance Committee, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the Faculty Grievance Committee has been given opportunity to be present at such adjustment.
- E. Since grievances are best settled if initiated and processed promptly, the foregoing time limits must be adhered to unless an extension is mutually agreed upon in writing.
- F. "Weekdays" (including summer weekdays) means Monday through Friday excluding designated holidays and/or recesses and the break between the fall and spring semesters.

ARTICLE XII LEAVES

A. Personal Business Leave

Each full-time employee shall be allowed three (3) days leave per year with pay for personal business/emergency leave. Additional days of leave may be taken at the employee's expense

at the discretion of the supervising administrator who shall be notified in advance whenever possible. The purpose of this leave is to allow employees to attend to business which cannot be managed at any other time. Business leave is not to be used for recreation or vacation.

B. Sick Leave

1. Each employee will be entitled to ten (10) days of sick leave per year of completed employment under the following conditions:
 - a. Ten (10) sick leave days will be made immediately available to the employee at the beginning of the employee's first year of employment.
 - b. Any employee working more than forty (40) weeks during the contract year shall accrue additional sick leave at the rate of one-fourth (1/4) day per week beyond the forty (40) weeks.
 - c. Any employee having a summer teaching contract shall accrue additional sick leave at the rate of one-third (1/3) day per credit hour taught.
 - d. An employee may accrue a maximum of twelve (12) days sick leave during the regular school year and summer term. Unused sick leave shall be allowed to accumulate without limit.
 - e. Sick leave shall not accrue during any period of unpaid or endowed leave.
 - f. It is the employee's responsibility to notify his/her supervising administrator or that administrator's office, in advance, of the necessity to use sick leave and to file a signed sick leave request form with the business office promptly upon return to work.
2. Use of Sick Leave
 - a. All employees shall be allowed to use sick leave for personal illness or for inability to work because of pregnancy, childbirth, and necessary recovery therefrom. Sick leave may also be used for absences required by the quarantine or serious illness of their children or members of their immediate households.
 - b. Use of such sick leave days as may be required for bereavement will be allowed up to three (3) calendar days provided that, under unusual circumstances, two (2) additional days may be used upon direct request to the appropriate administrator.
 - c. For absences of less than thirty (30) calendar days, faculty shall take sick leave in one-hour (1) units. No instructor shall be required to take more than forty (40) hours in any calendar week.
 - d. For absences of 30 calendar days or more that arise during the semester, forty (40) hours of sick leave will be used for each entire calendar week missed.

- e. If, prior to the start of a semester, an instructor informs the appropriate administrator that, due to a qualifying illness (XII.B.2.a. above), s/he will require a reduced base load, the amount of sick leave to be used will be calculated based on 40 clock hours of sick leave per contact hour of reduced load.
- f. Some instructors teach online and hybrid courses. Despite illness, they may meet the needs of their students through email. In such cases, instructors will not lose sick leave. Arrangements will be made in advance with the appropriate instructional administrator. Scheduled face to face class time does require the use of sick leave.
- g. Upon retirement, unused sick leave will be paid at the rate of \$.50 per hour, up to a maximum of \$1,000. For purposes of this section, retirement is defined as the voluntary separation from employment with the College that results in cessation of any contributions to, or accumulation of service time within, any recognized retirement system or optional retirement plan associated with employment at the College.

3. Leave Transfers

Faculty may donate accumulated paid sick leave to another Administrator or MCCESPA Support Staff member as described in this section. Upon acceptance by the MCCESPA and the Administrators, the donation rules stated in this Agreement apply to all three groups of covered employees of the college.

1. Donations can only be made to a specific person.
2. No "banking" of transferred leave is allowed.
3. Donations are final and cannot be withdrawn by the donor once the Leave Time Donation Form is executed, except upon a change in circumstances for the recipient as documented with the Director of Human Resources.
4. Unused donations revert to the donor.
5. Donations will be requested on a biweekly basis as requests are approved.
6. Donating Administrators must have a sick leave balance of greater than 500 hours before they can donate sick leave. Vacation time may be donated at any time.
7. The donated amount must not reduce their sick leave balance to be less than 500 hours.

Administrators requesting leave must meet the following eligibility:

- a) when all of their available paid sick leave, and vacation leave have been exhausted;
- b) when they have an illness or injury covered by FMLA guidelines;
- c) when they are not eligible for paid leave from workers compensation, short-term disability or long-term disability; and
- d) when additional leave is required for one of the allowable uses of sick leave stated in Section 14.1.

Requests for Leave Transfer must be submitted to the Director of Human Resources by the Faculty or by the Faculty's authorized representative. All requests for leave time transfer must be supported

with medical and/or other documentation acceptable to the Director of Human Resources. The Director of Human Resources will verify that

- a. the requesting employee's paid leave has been, or soon will be exhausted and, that
- b. the donating Faculty member has a sick leave balance of greater than 500 hours.

Once this verification is complete, the Director of Human Resources will notify all other employees that a request for leave time transfer has been made. Employees wishing to donate paid leave time to the requesting employee will complete a Leave Time Donation form and submit it to the Director of Human Resources.

Donations can be made in full hour increments only. The donating employee may not donate more than 50% of their current leave balance. All requests and donations will remain anonymous, to the extent practicable.

Any recipient employee's portion of benefit premiums will be the responsibility of the employee to maintain during any absence to insure continuation of coverage.

The maximum limit of leave time for an employee to receive under this Section is 12 work weeks based on a 40-hour week, 8-hour workday. The paid leave time runs concurrently with any Family and Medical Leave time. This policy does not create greater leave time for employees than exists by College policy, contract or law (e.g., it does not create 24 weeks of potential FMLA leave).

Disputes or complaints involving the granting or denial of leave time transfer or donation in any respect may be addressed through the grievance procedure.

C. Child Care Leave

1. Upon written request, an employee who is an expectant parent may be granted a child care leave without pay for the purpose of child bearing and/or rearing.
2. An expectant parent shall request a leave at least five (5) months prior to the expected arrival, which request shall indicate the date on which the employee desires to begin and end such leave.
3. Child care leave shall begin at a time that is reasonable to the employee and in the best interest of the College and continue for the balance of the semester in which it is begun and the following two (2) full semesters. Such leave may be extended one (1) full semester by written agreement between the College and the employee.
4. In the event of the death of the object child of the leave, the leave of absence may be terminated effective at the beginning of the next semester.
5. If the leave is for more than one (1) semester, then, at least one (1) semester before the expiration date of such leave, the employee must submit in writing to the President of the College either a statement of intention to return, as agreed, or a request for an extension of the leave. The College may request a physician's certification of approval to return.

6. Upon return, the employee shall be reinstated in the employee's former position or a comparable position based upon qualifications and seniority.
7. Employees on child care leave have the right to maintain all fringe benefits at no cost to the College. Advance notice of the desire to maintain said fringe benefits shall be given to the College in writing.
8. Any full-time employee hired to replace an employee on child care leave will be employed under a temporary contract terminable upon return of the employee on leave.

D. Professional Improvement Leave

The parties support the principle of continuing training of employees, participation by employees in professional organizations in the areas of their specialization, leave for work on advanced degrees or special studies, and voluntary participation in community educational projects. Every effort shall be made by the administration and the Board to arrange for courses, workshops, conferences, and programs designed to improve the quality of instruction and to obtain people of the highest qualifications to participate in the presentation of such programs. The Faculty Council shall likewise make every effort to guarantee maximum attendance and participation. The administration will make every reasonable effort to arrange the employee's schedule to include professional improvement. In all such instances, the needs of Montcalm Community College take precedence.

1. Advanced Study Leave. An unpaid leave of absence for advanced study for a period of up to one (1) college year may be requested on or before March 1 of the year preceding the planned leave. Any tenured employee may make such a request in writing to the President of the College.
 - a. Employees on unpaid leave have the right to maintain certain fringe benefits at their own cost by paying attendant charges in full, with no cost falling to the College.
 - b. Unpaid leaves of absence should be of a one-year (1) duration and may be taken up to a limitation of two (2) in a ten-year (10) period.
 - c. Any period served under advanced study leave shall be considered as time taught with the College for the purpose of the salary schedule placement.
2. Conference Leave. Employees at Montcalm Community College are expected to remain professionally alert and informed regarding new developments and knowledge in their subject discipline. The College will not pay for credits gained through conferences, workshops, or coursework which advance the employee on the salary schedule. Leaves for important professional conferences which occur during the academic year will be granted employees under the following conditions:
 - a. When funding is available, and

- b. When the professional activities and expenditures are approved by the appropriate administrator.

3. Endowed Leave

- a. Each full-time employee will become eligible for an endowed leave after completing ten (10) semesters of full-time equated employment (not to include summer sessions). Any semester(s) of full-time equated employment worked after such period but before such leave is taken does/do not satisfy the return provisions required by paragraph f. below but does/do apply toward eligibility for another endowed leave.
- b. All endowed leaves shall be limited to purposes which clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research, writing, or cognate pursuits.
- c. Endowed leaves may be granted for either:
 - (1) One (1) academic year at one-half (1/2) salary, or
 - (2) Two (2) nonconsecutive semesters during two (2) academic years at one-half (1/2) salary, or
 - (3) One (1) semester at full salary.
- d. Pay for endowed leaves of one (1) full academic year or for one (1) or two (2) semesters shall be calculated on the basis of the employee's base salary for the year or semester of endowed leave.
- e. Single semester endowed leaves will normally be granted when employee replacement is not necessary, preferably during the second semester.
- f. An employee who receives an endowed leave for one (1) full academic year or for one (1) or two (2) semesters shall return to serve on the staff of Montcalm Community College for two (2) years immediately following such leave for each one-half (1/2) year of salary received during the endowed leave. If the employee does not remain on the staff for the period mentioned herein, the employee shall reimburse the College for compensation received during the endowed leave in the amount prorated on the basis of the required return period which the employee failed to satisfy. Semesters served to fulfill these requirements do not apply toward eligibility for subsequent endowed leaves.
- g. An employee on endowed leave ordinarily shall not render service for compensation in another institution or enterprise, provided, however, that this does not preclude the acceptance of a teaching fellowship, assistantship, or a research assistantship; in each case the source of all additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully set forth in the request for endowed leave.

- h. An employee's application for a fall semester or annual endowed leave shall be made in writing to the Faculty Fellowship Committee (see 4. f., this section) by November 15 of the year preceding the academic year in which the leave is to be taken. An employee's application for a spring semester endowed leave shall be made in writing to the Faculty Fellowship Committee (see 4. f., this section) by March 15 of the year preceding the academic year in which the leave is to be taken. The recommendations of this committee in order of priority shall be within the limits of the funding available for endowed leaves and shall be forwarded with the application to the employee's immediate supervisor. The application and the recommendations of the Faculty Fellowship Committee for fall semester endowed leave(s) shall be forwarded to the President of the College by January 1. The application and recommendations of the Faculty Fellowship Committee for spring semester endowed leave(s) shall be forwarded to the President of the College by May 1.
- i. The application for endowed leave must be accompanied by a statement of a well-considered plan for the applicant including beginning and ending dates. Upon returning to Montcalm Community College after the endowed leave, the employee shall present a full report regarding the use of the endowed leave for transmission to the Faculty Fellowship Committee, the President of the College, and the Board.
- j. At the written request of the Faculty Council or administration, or upon their own initiative, the Faculty Fellowship Committee or the President of the College will require an endowed leave recipient to reappear before the committee if information indicates that the recipient is not meeting, or will not be meeting, the conditions of the endowed leave appointment. If the Faculty Fellowship Committee, after meeting with the recipient, determines the recipient is not or will not be meeting the conditions of the appointment, it will recommend in writing to the President of the College that the appointment be immediately rescinded.
- k. The recipient shall, immediately upon registration and not later than the first week following registration, notify the Faculty Fellowship Committee and administration in writing of the courses in which the recipient has been enrolled. If such enrollment deviates from the stated plan for endowed leave, further explanation of reasons for such change will be made, and the Faculty Fellowship Committee and/or administration shall render a judgment as to whether the recipient will be meeting the goals of the endowed leave.
- l. Employee fringe benefits will continue for employees on endowed leave, paid from the Endowed Leave Fund.

4. Faculty Fellowships

- a. Each full-time employee will become eligible for a faculty fellowship after achieving tenure. Any semester(s) of full-time equated employment worked after such period but before such leave is taken does/do not satisfy the return provisions

required by paragraph f. below but does/do apply toward eligibility for another faculty fellowship.

- b. All faculty fellowships shall be limited to purposes which clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research, writing, or cognate pursuits.
- c. Four (4) "full" (see d. below) faculty fellowships may be granted each academic year. Receipt of a faculty fellowship does not assure consecutive fellowships. Partial fellowships may be awarded in amounts determined by the Fellowship Committee. The total dollar amount awarded during any academic year is not to exceed \$24,000.
- d. Pay for a full faculty fellowship shall be six thousand dollars (\$6,000).
- e. An employee who receives a faculty fellowship shall serve on the staff of Montcalm Community College for one (1) semester immediately following each faculty fellowship. If the employee does not remain on the staff for the period mentioned herein, the employee shall reimburse the College for compensation received for the faculty fellowship in the amount prorated on the basis of the required return period which the employee failed to satisfy. If a fellowship was awarded and monies paid out to the recipient, and that recipient did not fulfill the fellowship obligation, those monies are to be returned to the college in a manner determined by the Chief Operations Officer.
- f. An employee's application for a faculty fellowship shall be made in writing to the Faculty Fellowship Committee, comprised of one instructional administrator appointed by the President of the College and faculty members appointed by the President of the Faculty Council. The recommendations of this committee in order of priority shall be within the limits of the funding available for faculty fellowships and shall be forwarded with the application to the Vice President for Academic Services and the President of the College. Applications may be submitted at any time during the course of the year.
- g. The Faculty Fellowship Committee shall review and, as necessary, revise guidelines for fellowship application, award criteria and process, and recipients' reports on fellowship activities. The most recent version of guidelines will be shared with faculty and filed in the office of the Vice President for Academic Services.

5. Funding for Endowed Leaves and Faculty Fellowships

Montcalm Community College shall fund the leave fund by adding to the existing fund each month an amount equal to two percent (2%) of the salaries of employees (as defined in Article I of this Master Agreement) paid that month. Salary is here defined as the rate of compensation calculated from each employee's position on the current salary schedule in Appendix A. One-third (1/3) of the monies which are now in or which are hereafter added to the leave fund shall be allocated to the endowed leave account and two-thirds (2/3) shall be allocated to the faculty fellowship account, subject to the following:

- a. Monies in the faculty fellowship account which are not required for payment of faculty fellowships having higher priority may be transferred to the endowed leave account to the extent necessary to fund an endowed leave to be granted that particular year.
- b. The maximum amount to be credited to the endowed leave account at any time shall be one-half (1/2) of the maximum salary called for on the applicable salary schedule. When the account reaches that level, all further amounts added to the leave fund shall be allocated to the faculty fellowship account until the endowed leave account falls below its maximum funding, at which time the normal one-third (1/3), two-thirds (2/3) allocation shall again be made until the maximum funding is reached.
- c. Once the endowed leave account reaches its maximum funding, up to one year's contribution to the endowed leave account may be transferred to the faculty fellowship fund account to meet needs of that account. The following year, the regular allocation shall be made to the endowed leave account in order to replace the amount so transferred to the faculty fellowship account.
- d. The percentage funding by the college to the endowed and faculty leave account will pause once it has reached three (3) times the highest salary step in total. Once the fund reaches the aforementioned level, the funding calculation will commence in order to maintain the three (3) time highest salary step level.

E. Military Leave

1. Any employee of Montcalm Community College who is conscripted into the armed forces of the United States or whose reserve or National Guard unit is activated shall be granted leave automatically. Such leave shall be for the employee's first tour of duty and shall end upon any voluntary re-enlistment or extension. Upon application made within ninety (90) days of honorable discharge, such employee shall be reinstated to his/her former status. Salary upon return shall include all annual increments accrued under the salary schedule.
2. Request to return from leave should be made, when possible, at least six (6) months prior to the beginning of the semester in which the employee expects to return and then again within ninety (90) days. Administrative exceptions may be made.
3. Incremental credit for military leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the employee's military obligation.
4. When an employee who is a member of a military reserve unit must take temporary military leave (not to exceed fourteen (14) school days) during the contractual period, the Board shall compensate the employee involved for the difference between the employee's pay and the military pay and shall provide a substitute for the employee's position if necessary.

F. Leave for Public Service

1. Upon recommendation of the President of the College, a tenured employee may be granted leave for public service, subject to sufficient notice to make adequate provisions
 - a. for replacement. Such leaves may include, but are not limited to campaign for public office,
 - b. service as a public official, or
 - c. service in the Peace Corps.
2. Public service leave shall be limited to two (2) years duration and shall not place the College under financial obligation to the employee during the term of the leave. The returning employee will be placed at one (1) step above the level of the last contractual year upon return to the College.
3. The College has at its option a period of two (2) years in which to adjust the divisional schedules to approximate as nearly as possible the prior instructional assignments of the returning employee.
4. Employees on leave for public service shall have the right to maintain all fringe benefits at no cost to the College.

G. Leave for Jury Duty

A leave of absence shall be granted an employee called for jury duty, provided that the Board shall be obliged to pay only an amount equal to the difference between the daily jury duty fee and employee's daily salary.

H. Unpaid Leaves

The Board may, upon request of the employee, grant a leave of absence for up to one (1) year, which leave will be renewable at the discretion of the Board. Having such leave, the employee may maintain certain fringe benefits at the employee's own cost by paying all attendant charges in full, with no cost falling to the College.

ARTICLE XIII
AMENDMENTS

Any amendments that may be agreed upon during the life of this Master Agreement shall become a part of this Master Agreement without modifying or changing any other terms of this Master Agreement.

ARTICLE XIV
POLICY AND PROCEDURE

This Master Agreement supersedes the policy manual. In case of conflict with the policy manual, this Master Agreement prevails.

A copy of the current policy manual and a copy of the current procedures manual is maintained on the College intranet. The President of the College shall furnish each employee with any addenda or changes in policy or procedures.

ARTICLE XV
MISCELLANEOUS

- A. The provisions of this Master Agreement are subject to any minimum standards which may be required by the Michigan Legislature. If any provision of this Master Agreement shall be ruled contrary to law, such provision shall not be valid or of further effect and shall be subject to renegotiation, but all other provisions shall remain in full force and effect.
- B. During the negotiations leading up to this Master Agreement, each party had the opportunity to bargain on all matters. This represents the entire agreement of the parties. It is expressly understood and agreed that during the term of this Master Agreement neither party shall be required to engage in further collective bargaining on any matter or subject, whether mentioned herein or not.
- C. The President of the College shall appoint the members of all standing or ad hoc College committees. The members so appointed shall not be deemed to represent the Faculty Council as such.

APPENDIX A

A. The following salary schedules are provided for placement of employees for the duration of this contract, 2024-2027. For summary: 2024-2025: 3%, 2025-2026: 2.5%, 2026-2027: 2.5%.

Step	2024 - 2025							
	BA	BA+30	MA	MA+10	MA+20	MA+30	MA+40	PhD
1	50,828	54,756	56,721	58,104	59,488	60,872	62,255	63,641
2	53,757	57,947	60,043	61,448	62,854	64,258	65,664	67,068
3	56,529	60,779	62,903	64,386	65,869	67,350	68,832	70,315
4	58,883	63,325	65,546	67,114	68,681	70,249	71,817	73,384
5	61,219	65,881	68,213	69,824	71,436	73,048	74,659	76,270
6	63,574	68,480	70,931	72,540	74,149	75,758	77,366	78,974
7	65,950	71,102	73,677	75,242	76,807	78,373	79,937	81,503
8	68,087	73,564	76,303	77,811	79,320	80,829	82,338	83,847
9	69,064	74,646	77,437	79,153	80,867	82,583	84,298	86,012
10	71,630	77,427	80,327	81,923	83,519	85,114	86,711	88,307
11	72,107	77,930	83,401	85,064	86,726	88,389	90,051	91,714
12	72,884	80,042	85,962	87,591	89,221	90,849	92,480	94,109
13	74,089	81,097	86,970	88,611	90,253	91,894	93,536	95,178
14	75,146	81,836	87,565	89,216	90,867	92,517	94,167	95,817
15	75,657	82,400	88,172	89,830	91,489	93,146	94,804	96,462
16	76,180	82,973	88,786	90,399	92,011	93,623	95,236	96,848
17	76,422	83,407	89,334	90,930	92,527	94,124	95,721	97,320
18	76,662	83,829	89,859	91,459	93,061	94,660	96,262	97,861
19	76,905	84,428	90,661	92,174	93,686	95,198	96,711	98,224
20	77,146	84,630	90,847	92,359	93,871	95,383	96,894	98,405

Step	2025 - 2026							
	BA	BA+30	MA	MA+10	MA+20	MA+30	MA+40	PhD
1	52,099	56,125	58,139	59,557	60,975	62,394	63,811	65,232
2	55,101	59,396	61,544	62,984	64,425	65,864	67,306	68,745
3	57,942	62,298	64,476	65,996	67,516	69,034	70,553	72,073
4	60,355	64,908	67,185	68,792	70,398	72,005	73,612	75,219
5	62,749	67,528	69,918	71,570	73,222	74,874	76,525	78,177
6	65,163	70,192	72,704	74,354	76,003	77,652	79,300	80,948
7	67,599	72,880	75,519	77,123	78,727	80,332	81,935	83,541
8	69,789	75,403	78,211	79,756	81,303	82,850	84,396	85,943
9	70,791	76,512	79,373	81,132	82,889	84,648	86,405	88,162
10	73,421	79,363	82,335	83,971	85,607	87,242	88,879	90,515
11	73,910	79,878	85,486	87,191	88,894	90,599	92,302	94,007
12	74,706	82,043	88,111	89,781	91,452	93,120	94,792	96,462
13	75,941	83,124	89,144	90,826	92,509	94,191	95,874	97,557
14	77,025	83,882	89,754	91,446	93,139	94,830	96,521	98,212
15	77,548	84,460	90,376	92,076	93,776	95,475	97,174	98,874
16	78,085	85,047	91,006	92,659	94,311	95,964	97,617	99,269
17	78,333	85,492	91,567	93,203	94,840	96,477	98,114	99,753
18	78,579	85,925	92,105	93,745	95,388	97,027	98,669	100,308
19	78,828	86,539	92,928	94,478	96,028	97,578	99,129	100,680
20	79,075	86,746	93,118	94,668	96,218	97,768	99,316	100,865

Step	2025 - 2026							
	BA	BA+30	MA	MA+10	MA+20	MA+30	MA+40	PhD
1	53,401	57,528	59,592	61,046	62,499	63,954	65,406	66,863
2	56,479	60,881	63,083	64,559	66,036	67,511	68,989	70,464
3	59,391	63,855	66,088	67,646	69,204	70,760	72,317	73,875
4	61,864	66,531	68,865	70,512	72,158	73,805	75,452	77,099
5	64,318	69,216	71,666	73,359	75,053	76,746	78,438	80,131
6	66,792	71,947	74,522	76,213	77,903	79,593	81,283	82,972
7	69,289	74,702	77,407	79,051	80,695	82,340	83,983	85,630
8	71,534	77,288	80,166	81,750	83,336	84,921	86,506	88,092
9	72,561	78,425	81,357	83,160	84,961	86,764	88,565	90,366
10	75,257	81,347	84,393	86,070	87,747	89,423	91,101	92,778
11	75,758	81,875	87,623	89,371	91,116	92,864	94,610	96,357
12	76,574	84,094	90,314	92,026	93,738	95,448	97,162	98,874
13	77,840	85,202	91,373	93,097	94,822	96,546	98,271	99,996
14	78,951	85,979	91,998	93,732	95,467	97,201	98,934	100,667
15	79,487	86,572	92,635	94,378	96,120	97,862	99,603	101,346
16	80,037	87,173	93,281	94,975	96,669	98,363	100,057	101,751
17	80,291	87,629	93,856	95,533	97,211	98,889	100,567	102,247
18	80,543	88,073	94,408	96,089	97,773	99,453	101,136	102,816
19	80,799	88,702	95,251	96,840	98,429	100,017	101,607	103,197
20	81,052	88,915	95,446	97,035	98,623	100,212	101,799	103,387

- B. Step one (1) for any level is dependent upon official transcript of credits.
- C. For initial placement on the salary schedule, all previous experience shall be equated as follows: college teaching, 1:1; K-12 teaching, two (2) years' salary credit per three (3) years of teaching/related experience, but not in teaching, two (2) years' salary schedule credit per three (3) years' experience.
- D. Each step on every salary level shall represent one (1) year of satisfactory equated experience. An employee shall automatically progress on the salary schedule each year, unless he or she receives an unsatisfactory evaluation.
- E. Preparations in the base load shall ordinarily be limited to three (3) each semester. Each different catalog description shall be considered as a single preparation even though it may be taught by the same instructor more than once. Each preparation over three (3) per semester assigned in whole or in part of the base load shall be paid according to the following schedule:
- | | |
|--------------------------|-------|
| One Hour Course | \$110 |
| Two Hour Course | \$170 |
| Three Hour Course | \$205 |
| Four Hour Course or more | \$240 |
- Extra preparations shall be paid only when base load has been filled and shall be limited to a total of \$400 per employee per semester.
- F. Upon prior written agreement (see a., below) between an instructor and the appropriate administrator, a fee shall be paid to the instructor for new course creation or for online course development or adaptation at the completion of a course outline and performance objectives. The fee shall be paid on the basis of three hundred dollars (\$300) per credit hour, up to a maximum of one thousand five hundred dollars (\$1,500). This will be paid one time only per course.

- a. Prior to the start of new course creation, or online course development/adaptation, the instructor, or the appropriate administrator, will complete a Course Proposal Form which will specify the amount, if any, to be paid upon completion. Agreement will be evidenced by both parties signing the form.
 - b. Once the new course preparation, or online course development/adaptation, has been completed and approved by the appropriate administrator, the instructor shall submit a request for payment. The instructor will be furnished a copy of the completed pay authorization.
 - c. The creator of the new course, or developer of the online format, will have the first right of refusal for teaching the course for two (2) calendar years.
- G. Existing preference for assignment of a course shall continue when the course title, number, or prefix is modified if such labeling changes do not alter the qualifications for teaching the course.

APPENDIX A-1

1. An obligation of the College is to provide its faculty with full base teaching loads with the fewest number of course preparations practical in each semester. The base teaching load shall be thirty(30) contact hours per two (2) semesters, unless this does not meet the minimum stipulated by the Legislature. For purposes of calculating load/overload, ENGL 100 and ENGL 101 will be equated at one hundred twenty-five percent (125%) of contact hours (1.25 to 1). Load for full-time coordinators shall be forty (40) hours per week for a thirty-eight (38) week period, or its equivalent, to be assigned by their supervisor, not necessarily within the academic year. Load for counselors shall be forty hours per week for a forty-four (44) week period, or its equivalent, to be assigned by their supervisor, not necessarily within the academic year. Prior to the finalized scheduling for second semester, the administration shall notify the instructor which of his/her courses are to be considered overload. The instructor then has the option to decline the overload.

An employee may apply up to four (4) credit hours from the published summer term schedule to his/her next academic year's base load. Compensation will conform with the next contract year's salary schedule, not with summer term pay, and will be awarded during the contract year. Upon the employee's election of such assignment, the appropriate instructional administrator will determine a minimum suitable class size. Should enrollment fall short of such requirement, the employee may opt to teach the course and be compensated at the regular summer term rate. The irrevocable decision to apply a summer term course to the next academic year's base load must be made by the end of the drop/add period.

2. a. When an instructor and administrator agree there is a need for a released time assignment as part of load in circumstances other than those provided for in Article VI, F., the Vice President for Academic Services will inform all employees that such assignments are available and will give all employees an opportunity to apply for those assignments. The vice president for academic affairs decision for employee selection is final. Assigned project work is intended to be of a temporary, ad hoc nature and is not normally performed by any other employee as part of his/her load. Released time includes clearly defined tasks that are beyond normal teaching responsibilities.

b. When an instructor is assigned project work, Facilitator, Director of Nursing, Clinical Coordinator, or other duties as part of load, the chief academic officer will submit a report to the President and Grievance Chair of the Faculty Council which includes a description of the assignment, identification of load equivalency in equated credit/contact or clock hours, and an explanation of how this was determined. For purposes of this determination, forty (40) clock hours will equate to one (1) contact hour. Appointments may be for up to one (1) contract year.

c. Compensation for Curriculum Committee Chair or Assessment Committee Chair will be based on a determination of the time required for these duties. For purposes of this determination, forty (40) clock hours will equate to one (1) contact hour. Appointments may be for up to one (1) contract year.

d. When an instructor and an administrator agree that there is a need for assessment activities or other non-teaching duties during the summer, upon pre-approval, compensation will be a stipend of thirty (30) clock hours = one (1) contact hour.

3. Department Chairs

a. When an instructor is assigned released time for Department Chair duties as part of load, the chief academic officer will submit a report to the President of the Faculty Council which includes a description of the assignment, identification of load equivalency in equated credit/contact or clock hours, with an explanation of how this was determined. For purposes of this determination, pay will be one (1) contact hour per semester for every 10 employees, full or part-time, in the department. A template/scale has been incorporated into the semester load sheets. Each chair starts at one (1) contact per semester. Appointments may be for up to one (1) contract year.

b. Department Chairs will be determined by the employees in each department. If the employees in a department are unable to select a Chair, any employee in that department may volunteer to be Chair, subject to approval by the chief academic officer. If no employee volunteers, the chief academic officer may assign an employee to be Chair. If faculty refuse the department chair assignment, faculty from outside the department may be solicited. If no faculty accepts the chair position, the chief academic officer will serve as the chair or assign an administrator. Release time for Department Chair duties shall be part of base load.

c. Refer to Procedure #3250 to include Department Chair duties.

4. Overload Pay

a. Overload will be paid for all contact hours over thirty (30) per contract year.

b. Overload pay for hours beyond fifteen (15) contact hours in the fall and spring semesters shall be paid commencing with the second pay after classes begin and will be spread between that period and the last pay in December.

c. For overload hours accrued in the second semester, the instructor may choose one of the following options to receive overload pay:

- (1) spread over the remainder of the contract,
 - (2) spread over the remainder of the semester, or
 - (3) paid in a lump sum at the end of the semester.
- d. For overload hours accrued in the first semester, but not paid in the first semester, when total hours assigned for the contract year exceed the base load, the instructor may elect to be paid that portion of the overload pay due but not paid under paragraph b. above, in a lump sum at the third pay period after classes begin in the second semester, or may elect one of the options in paragraph c. above.
- e. Overload shall be paid at the rate of one thousand dollars (\$1,000) per contact hour.

5. Salaries of full-time coordinators who work on extended contracts beyond the regular academic year shall be calculated as follows: their hourly rate (their base annual salary divided by 1,312 hours) for all scheduled hours worked under the extended contract. Salaries of counselors who work on extended contracts beyond their forty-four (44) week assignment shall be calculated as follows: their hourly rate (their annual salary divided by 1,760 hours) for all scheduled hours worked under the extended contract. The schedule of hours to be worked shall be established in advance but may be less than eight (8) hours per day, forty (40) hours per week, and/or less than five (5) days per week.

6. Concurrent Courses

- a. Concurrent courses are two (2) or more courses with different titles and content descriptions which are scheduled to meet during the same time period to be taught concurrently by the same employee. In determining extra preparation pay as provided for in Appendix A, each concurrent course within the base load shall be counted as one-half (1/2) of a preparation, except that office education open-lab courses shall be counted as four-fifths (4/5). Fractions of a preparation exceeding three (3) within the base load shall be paid on a pro rata basis. Overload consisting of concurrent courses shall be paid on a contact hour basis. Which courses are to be included within the base load and which preparations will be paid as extra preparation shall be determined to the best advantage of the employee.
- b. When base load is calculated on other than contact hours, each concurrent course preparation will be equated as one-half (1/2) of a preparation. Fractions of preparations exceeding three (3) shall be paid on a pro rata basis.
- c. When class sections are deliberately combined for lecture purposes, and the combined lecture section exceeds twenty-eight (28) students, the instructor will be paid an additional amount equal to the overload rate for each lecture contact hour.

7. Class Size

All classes will be capped at 24 students. Additional restrictions are based on physical space or equipment constraints and regulatory guidelines. For every assigned student over 24, a grading stipend of \$200 per student will be paid. The class size will not exceed 115% of the cap. Nursing theory courses can be increased to 32 students with a grading stipend capped at \$800 total.

8. Combining Small Internet Classes for Load

With the instructor's consent, small internet classes may be combined for load. If courses with differing credit hours are combined, the credits will be determined by a weighted average based on the number of students in each course. Combined courses count as one (1) preparation.

9. Independent/Directed Study

Independent/directed study will ordinarily consist of one (1) to three (3) students. The instructor will be paid the in-district tuition rate for each student contact hour.

10. Small Classes

Small classes are defined as groups of four (4) to nine (9) students. The instructor will be paid 10% of the overload rate for each student contact hour (five (5) students will be compensated five-tenths (.5) of the overload rate times the number of course contact hours). The instructional administrator may assign a small class as part of load or overload. The instructor may decline a small class assignment which is not part of load.

11. Existing course formats

Existing course formats (i.e., Face to Face, Live Online, Hybrid, Hiflex (both Face to Face and Live Online simultaneously), and Online) will continue to be offered. Live Online courses will be offered independently and not automatically connected to a Face-to-Face section. Instructors will not be mandated to teach Hiflex courses. Instructors and the Vice President of Academic Affairs can offer a class in any format that is agreed upon by both parties.

12. Class Cancellation

Class cancellations will occur five (5) business days before the start of the term.

13. Study Trip Courses

A study trip course is one for which credit is offered. A study trip course offered in the summer will be compensated at the summer term rate divided equally by the number of instructors involved. A study trip course beginning or ending within the academic year will be compensated at the base load or overload rate whichever is appropriate for the employee involved.

Each study trip course shall be identified separately even though several such trips share transportation and occur concurrently. Necessary trip expenses for the lead instructor will be paid by the College.

14. Extended Courses

An extended course is any course with a schedule of classes which overlaps the regular

academic year and shall be paid on the following basis:

- a. Overload pay for that portion taught during the academic year.
- b. Summer term rate for that portion extending past the academic year.

Extended courses cannot be assigned as part of a base load without the employee's prior consent.

15. Team Teaching

Employees involved in team teaching will be compensated on a pro rata basis according to the amount of time each spends teaching in any team taught course. When an employee is assigned as the lead instructor for a team-taught course, the employee will receive an additional stipend of one hundred dollars (\$100).

16. Interim Courses

Any course which begins and ends outside the regular academic year will be paid at the summer term rate.

17. Summer Term

- a. Summer term pay shall be at the overload rate.
- b. Nothing in this section shall prohibit the ability to use the pay method for "Small Classes" in the summer, as described above.
- c. Assignment of summer term classes will be made as follows:
 - (1) The summer term class schedule will be posted by May 1. Within ten (10) days of publishing the schedule, any employee desiring to teach in the summer term must inform the appropriate instructional administrator in writing of the classes he/she would like to teach and his/her preference for courses not yet scheduled.
 - (2) Any classes added to the schedule after May 10 will be offered to any employee who had indicated in writing to the appropriate instructional administrator prior to May 10 his/her desire to teach such summer classes.
 - (3) If more than one (1) qualified employee desires to teach such class, the assignment will be made in accordance with the seniority rotation procedure provided in Article VII, F. 2. of this Master Agreement.

18. Externships/Field Experience/Preceptor-based Clinicals/Lab/Simulation

Instructors who supervise student externships will be paid at an hourly rate (overload rate divided by 40 hours), based on timesheets.

Clinical and lab contact hours attached to a course are paid at the rate of 1 contact hour = 1 contact hour per load for the instructor of record for the course.

Those working in a lab attached to a course who are not the instructor of record, or those working in an open-lab setting outside of assigned course lab hours are paid at the rate of 30 clock hours per semester = one contact hour towards load.

Nursing simulation hours are considered to be clinical hours. The required simulation hours will be paid at a rate of 1 contact hour = 1 contact hour per load for the instructor running the simulation, not to the clinical instructor. Those working in a simulation attached to a course who are assisting the instructor running the simulation are paid at the rate of 30 clock hours per semester = one contact hour towards load.

Coordinator and facilitator work that occurs separately from courses is paid at the rate of 40 clock hours per semester = one contact hour towards load.

19. Supervision/Mentoring of Others

Instructors who supervise the work of others (such as lab assistants and lab supervisors) in courses which are not already included as part of the instructor's load shall be given credit toward base load or overload equated as one (1) credit hour of load for every forty (40) hours of such supervisory work assigned. Supervisory work shall not be included as a preparation as set forth in Appendix A.

Employees who volunteer to mentor other employees shall receive one-quarter (1/4) contact hour of load for each mentee assigned to them.

20. Off-Campus Teaching

If an employee teaches a class at a location other than his/her normal work site, he/she will be paid for any excess mileage incurred in travel to the other location. Such mileage will be paid at the current allowable IRS rate.

21. Longevity

a. Each employee will receive longevity pay as follows:

- (1) \$2,000 annually after completing 20 years of full-time employment at MCC,
- (2) \$2,500 annually after completing 25 years of full-time employment at MCC,
- (3) \$3,000 annually after completing 30 years of full-time employment at MCC.
- (4) \$3,500 annually after completing 35 years of full-time employment at MCC.
- (5) \$5,000 annually after completing 40 years of full-time employment at MCC.

b. Amounts are neither cumulative nor retroactive.

c. Payment will be made in a lump-sum in the first check of the ensuing year.

APPENDIX A-2

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

PROBATIONARY CONTRACT

THIS PROBATIONARY CONTRACT is made between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter called the Board) and _____ (hereinafter called the Employee).

WITNESSETH:

Said Employee hereby contracts with said Board for the school year of _____ as defined in the Master Agreement, and said Board hereby contracts to hire said Employee to work for MONTCALM COMMUNITY COLLEGE, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Council and shall be terminated only as provided in the current Master Agreement.

For and in consideration of such services for the school year _____, said Board will pay said Employee the sum of \$ _____, at Step _____, Level _____, of the current salary schedule, payable in 20 or 26 installments.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this day and year above written.

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX A-3

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

TENURE CONTRACT

THIS TENURE CONTRACT is made between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter called the Board) and _____ (hereinafter called the Employee).

WITNESSETH:

Said Employee having been employed three (3) or more consecutive years by said Board, and having received tenure status, hereby contracts with said Board for the school year _____ as described in the Master Agreement and said Board hereby contracts to hire said Employee to work for MONTCALM COMMUNITY COLLEGE, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Council and shall be terminated only as provided in the current Master Agreement.

For and in consideration of such services for the school year _____, said Board will pay said Employee the sum of \$ _____, at Step _____, Level _____, of the current salary schedule, payable in 20 or 26 installments.

Said Employee shall annually, hereafter, so long as employed by said Board, receive a supplementary contract stating the salary for the ensuing school year to which said Employee is entitled under rules of said Board.

IN WITNESS WHEREOF, the parties hereto have respectively set their hands and seals this day and year above written.

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX A-4

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

ANNUAL SUPPLEMENT TO TENURE CONTRACT

TO: _____ DATE: _____

You are hereby notified that your salary for the school year _____
beginning _____, _____, will be \$ _____ at Step _____,
Level _____, of the current salary schedule, payable in 20 or 26 equal installments.
Such year shall begin as provided in Article VIII, A. 1.

If you accept the terms of this tenure contract supplement, please date and sign and return the
same to the Board within seven (7) days of receipt of this notice.

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX A-5

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

SUMMER TERM CONTRACT

THIS SUMMER CONTRACT is made this _____ day of _____,
20____ between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter
called the Board) and _____ (hereinafter called
the Employee).

WITNESSETH:

Said Employee hereby contracts with said Board for the summer sessions of 20____,
commencing the _____ day of _____, 20____, and said Board hereby contracts to
hire said Employee to work for MONTCALM COMMUNITY COLLEGE, such appointment to
continue in full force and effect as provided in the current Master Agreement between the Board and
the Faculty Council.

For and in consideration of such services for the summer session 20____, said Board will
pay said Employee in accordance with the provisions of Appendix A-1, Section 14, of the Master Agreement.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this
day and year above written.

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX A-6

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

ENDOWED LEAVE CONTRACT

THIS CONTRACT FOR ENDOWED LEAVE is made this _____ day of _____, 20____, between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter called the Board) and _____ (hereinafter called the Employee).

WITNESSETH:

Said Employee, having been appointed to Endowed Leave for the period _____, 20____, through _____, 20____, agrees to pursue certain goals as set forth in an accepted plan for Endowed Leave, and further agrees to keep said Board informed of any deviation from said plan, and further agrees to return to employment at MONTCALM COMMUNITY COLLEGE for a period of _____ after termination of this Endowed Leave appointment.

Said Board grants this Endowed Leave and agrees to pay through regular payrolls said Employee, \$ _____, during the period of the Endowed Leave as stated herein.

Said Employee hereby agrees to reimburse the Board for compensation received during the Endowed Leave in an amount prorated on the basis of the fraction of _____ semester(s) which he/she fails to remain with MONTCALM COMMUNITY COLLEGE following this Endowed Leave and hereby designates that this document shall serve as a promissory note in recognition of this obligation.

IN WITNESS WHEREOF the parties have respectively set their hands and seals this day and year above written.

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX B

It is understood that the following schedule will be observed in connection with the 2024-25, 2025-26, 2026-27 and 2027-28 school years.

CALENDAR

<u>Fall, 2024</u>			<u>Fall, 2026</u>	
<u>August 15-16</u>	<u>Professional Days</u>	-	<u>August 20-21</u>	<u>Professional Days</u>
<u>August 17</u>	<u>Classes Begin</u>	-	<u>August 24</u>	<u>Classes Begin</u>
<u>Aug 31-Sep. 3</u>	<u>Labor Day Break</u>	-	<u>Sep 5-8</u>	<u>Labor Day Break</u>
<u>October 9</u>	<u>First seven week courses end</u>	-	<u>October 13</u>	<u>First seven week courses end</u>
<u>October 14</u>	<u>8 am - Grades due for first seven week courses</u>	-	<u>October 16</u>	<u>Grades due for first seven week courses</u>
<u>October 15</u>	<u>Second seven week courses begin</u>	-	<u>October 21</u>	<u>Second seven week courses begin</u>
<u>Nov 27 – 30</u>	<u>Thanksgiving</u>	-	<u>November 25-28</u>	<u>Thanksgiving</u>
<u>December 7</u>	<u>Classes End</u>	-	<u>December 11</u>	<u>Classes End</u>
<u>December 10</u>	<u>8 am - Grades Due</u>	-	<u>December 15</u>	<u>8 am - Grades Due</u>
 <u>Spring, 2025</u>		 -	 <u>Spring, 2027</u>	
<u>January 9-10</u>	<u>Professional Days</u>	-	<u>January 14-15</u>	<u>Professional Days</u>
<u>January 11</u>	<u>Classes Begin</u>	-	<u>January 18</u>	<u>Classes Begin</u>
<u>February 28</u>	<u>First seven week courses end</u>	-	<u>March 7</u>	<u>First seven week courses end</u>
<u>March 5</u>	<u>8 am - Grades due for first seven week courses</u>	-	<u>March 10</u>	<u>Grades due for first seven week courses</u>
<u>March 11</u>	<u>Second seven week courses begin</u>	-	<u>March 15</u>	<u>Second seven week courses begin</u>
<u>March 24-28</u>	<u>Spring Break</u>	-	<u>March 22-26</u>	<u>Spring Break</u>
<u>May 2</u>	<u>Classes End</u>	-	<u>May 7</u>	<u>Classes End</u>
<u>May 2</u>	<u>Graduation</u>	-	<u>May 7</u>	<u>Graduation</u>
<u>May 6</u>	<u>8 am - Grades Due</u>	-	<u>May 11</u>	<u>8 am - Grades Due</u>
 <u>Fall, 2025</u>		 -	 <u>Fall, 2027</u>	
<u>August 14-15</u>	<u>Professional Days</u>	-	<u>August 19-20</u>	<u>Professional Days</u>
<u>August 18</u>	<u>Classes Begin</u>	-	<u>August 23</u>	<u>Classes Begin</u>
<u>Aug 30 – Sep 2</u>	<u>Labor Day Break</u>	-	<u>September 4-7</u>	<u>Labor Day Break</u>
<u>October 7</u>	<u>First seven week courses end</u>	-	<u>October 12</u>	<u>First seven week courses end</u>
<u>October 10</u>	<u>8 am - Grades due for first seven week courses</u>	-	<u>October 15</u>	<u>Grades due for first seven week courses</u>
<u>October 15</u>	<u>Second seven week courses begin</u>	-	<u>October 20</u>	<u>Second seven week courses begin</u>
<u>November 26 – 30</u>	<u>Thanksgiving</u>	-	<u>November 24-28</u>	<u>Thanksgiving</u>

<u>December 5</u>	<u>Classes End</u>	-	<u>December 10</u>	<u>Classes End</u>
<u>December 9</u>	<u>8 am - Grades Due</u>	-	<u>December 14</u>	<u>8 am - Grades Due</u>
		-		
<u>Spring, 2026</u>		-	<u>Spring, 2028</u>	
		-		
<u>January 8-9</u>	<u>Professional Days</u>	-	<u>January 13-14</u>	<u>Professional Days</u>
<u>January 12</u>	<u>Classes Begin</u>	-	<u>January 17</u>	<u>Classes Begin</u>
<u>March 1</u>	<u>First seven week courses end</u>	-	<u>March 5</u>	<u>First seven week courses end</u>
<u>March 4</u>	<u>8 am - Grades due for first seven week courses</u>	-	<u>March 8</u>	<u>Grades due for first seven week courses</u>
<u>March 9</u>	<u>Second seven week courses begin</u>	-	<u>March 13</u>	<u>Second seven week courses begin</u>
<u>March 23-27</u>	<u>Spring Break</u>	-	<u>March 24-28</u>	<u>Spring Break</u>
<u>May 1</u>	<u>Classes End</u>	-	<u>May 5</u>	<u>Classes End</u>
<u>May 1</u>	<u>Graduation</u>	-	<u>May 5</u>	<u>Graduation</u>
<u>May 5</u>	<u>8 am - Grades Due</u>	-	<u>May 9</u>	<u>8 am - Grades Due</u>

Alignment for Spring Break will coincide with MAISD.
Philosophy for setting fall start is to be two weeks before Labor Day to help students.

**MONTCALM COMMUNITY COLLEGE
BOARD OF TRUSTEES**

BY *Karen A. Carbonell*
Chairperson Date

BY *Joyce E. Kitchenermaster* ⁷⁻⁹⁻²⁰²⁴
Secretary Date

**MONTCALM COMMUNITY COLLEGE
FACULTY COUNCIL**

BY *[Signature]* ^{7/18/24}
President Date

BY *Elizabeth Klooster* ^{Jul 18, 2024}
Elizabeth Klooster (Jul 18, 2024 16:06 EDT)
Secretary Date