

# **ALPENA**

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## **COMMUNITY COLLEGE**

### **2022-2026 MASTER AGREEMENT**

**ALPENA COMMUNITY COLLEGE FACULTY COUNCIL**  
Michigan Education Association/National Education Association

**ALPENA COMMUNITY COLLEGE BOARD OF TRUSTEES**

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## **ARTICLE 1 – PREAMBLE**

Whereas Alpena Community College Board of Trustees has a statutory obligation, pursuant to the Public Employment Relations Act (PERA), Act 379 of the Michigan Public Acts of 1965, to bargain with the legally designated representative of its professional/instructional personnel with respect to hours, wages, and conditions of employment, and having arrived at certain understandings:

Now, therefore, the parties agree as follows:

## **ARTICLE 2 – AGREEMENT**

### **2.1 Parties, Nomenclatures and Signatories**

- a. This Agreement is entered into by and between the Alpena Community College Faculty Council, Michigan Education Association (MEA) - National Education Association (NEA), hereinafter called the "Faculty Council," and the Alpena Community College, hereinafter called the "Employer."
- b. In addition, hereinafter, the term "Employee" will refer to all personnel in the bargaining unit represented by the Faculty Council. Other nomenclatures will be used to identify specific representatives within the bargaining unit when appropriate to the context or application of those portions of the Agreement.
- c. Included in these nomenclatures, "Faculty" will be used to refer to those members for whom a majority of their duties are comprised of classroom teaching and instruction. "Professional Staff" will be used to refer to those members for whom a majority of their duties are comprised of work outside of instruction.
- d. Other nomenclatures will be used to identify specific representatives of Alpena Community College as Employer when appropriate to the context of application of those portions of the Agreement. The signatories will be the sole parties to this Agreement.

### **2.2 Full and Complete Commitments and Amendments**

This Agreement constitutes the full and complete statement of commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.

### **2.3 Inconsistent Rules**

This Agreement supersedes any rules, regulations or practices of the Employer that are contrary to or inconsistent with its terms.

### **2.4 Conflict with Laws**

- a. If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees or the Employer shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.
- b. The parties will attempt to renegotiate any provision of this Agreement that is found to be contrary to law. Any provision of this Agreement that is found to be contrary to law, but becomes legal during the life of this Agreement, will take immediate effect as soon as permitted by law.

## **2.5 Terms and Conditions**

- a. Any statement of salary and/or working conditions between the Employer and an individual Employee heretofore executed will be subject to and consistent with the terms and conditions of this Agreement. Any statement of salary hereafter executed will be in the form provided in Article 13, Employee Compensation, and will be expressly made subject to and consistent with the terms of this Agreement.
- b. The Faculty Council will immediately be provided with a copy of any base salary or assignment change at the time such statement is issued to an Employee.

## **2.6 No Strike**

The Faculty Council will not engage in strike action against the Employer during the life of this Agreement.

## **2.7 Mutual Gains Commitments**

A mutual gains committee will meet once per year in fall semester as mutually agreed upon, and as needed, to provide a mechanism to maintain communication and to discuss and evaluate issues using methods developed in mutual gains training, regarding but not limited to upholding this agreement, sharing information, and reinforcing strategic planning and budgeting of the College resources based on data that concerns the health and financial viability of the College. Members shall include representatives of the joint negotiation and data team. The committee's role is advisory in nature.



### **ARTICLE 3 – RECOGNITION**

The Alpena Community College Board of Trustees recognizes the Alpena Community College Faculty Council MEA-NEA as the sole and exclusive bargaining agent for all Employees assigned more than eight (8) equated hours per semester including librarian, learning skills center professional staff, professional student services personnel, and appropriate grant positions, whether these Employees are assigned, on leave or layoff.

Excluded from the bargaining unit are all personnel in other bargaining units and those whose positions are administrative within the meaning of PERA.

Persons excluded from the bargaining unit by the previous paragraph, but who are assigned more than eight (8) equated hours of bargaining unit work, are included in the bargaining unit for that portion of their assignment.

## **ARTICLE 4 – AGENCY STATUS**

### **4.1 Membership Status and Payroll Deduction**

- a. It is agreed that any Employee covered by the terms of this Agreement may voluntarily join the Faculty Council by completing the membership application and submitting it to the Faculty Council Treasurer.
- b. Within thirty (30) days of the beginning of employment, the Employee may sign and deliver to the College Human Resources Department an assignment authorizing deduction of membership dues. Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. Monies so deducted shall be remitted to the Faculty Council, or its designee, no later than twenty (20) days following deduction.
- c. Pursuant to such authorization, the Human Resources Department shall make a deduction from the Employee's paycheck in the first pay period of each of the first nine (9) months that the authorization is in effect. The amount of the deduction shall be determined by the Faculty Council each year. In order to cancel any deduction, the Employee must give written notice to the Human Resources Department that the authorization is revoked. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than thirty (30) days after the date the written notice is received by the Department of Human Resources.

### **4.2 Hold Harmless**

The Faculty Council agrees to indemnify and save the Employer, its employees, agents, administrators and Trustees harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs and attorney fees that may arise out of, or by reason of, action taken by the Employer, or any of its employees, agents, administrators or Trustees, for the purpose of complying with this Article, provided:

1. The Employer gives timely notice of such action to Faculty Council, and
2. The Employer cooperates with the Faculty Council and its counsel as required by law, and
3. The Faculty Council shall have complete authority to compromise and settle all claims which it defends under this section.

### **4.3 Notification**

The Treasurer of the Faculty Council will be notified at the time that new Employees are hired and assigned responsibilities by the Employer.

## **ARTICLE 5 – NEGOTIATION PROCEDURES**

### **5.1 Financial Information**

The Employer will make available to the Faculty Council upon its request such statistics and financial information related to Alpena Community College and in possession of the Employer as are necessary for the negotiation of collective bargaining agreements, as well as records in possession of the Employer which may be necessary for the Faculty Council to process any grievance.

### **5.2 Negotiating Representatives**

Neither party will have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the college district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board of Trustees and by a majority vote of those members of the Faculty Council voting in accordance with Faculty Council By-Laws. The parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations, subject only to ultimate ratification.

### **5.3 Recognition of Resource Person**

The Board of Trustees will recognize a designated member of the Faculty Council to act as a resource person to the Board of Trustees on questions which arise concerning agenda items.

### **5.4 Copies of Agreement**

A paper copy of this Agreement will be provided at the time of hire to new Employees. An electronic copy (pdf) will be sent to each Employee upon ratification of the Agreement, and an electronic copy (pdf) of the Agreement will be maintained on the College website. All pdf documents shall be in accessible form.

## **ARTICLE 6 – EMPLOYER RIGHTS**

The Employer is hereby recognized to retain all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

The right to select, assign, hire, schedule, promote and maintain discipline and efficiency of Employees, and the right to discharge, demote, layoff or discipline for cause, subject to the terms of this Agreement, is recognized by both the Faculty Council and the Employer as the proper responsibility and prerogative of the Employer.

## **ARTICLE 7 – EMPLOYEE RIGHTS**

### **7.1 Legal Rights**

- a. The College recognizes that Employees have certain rights and privileges under state and federal law. The Employer also recognizes rights and privileges in its personnel policies. Nothing in this Agreement is intended to impair those rights and privileges and the rights of citizenship.
- b. Employees shall be free from administrative and institutional censorship and discrimination against Employees on the basis of race, creed, color, sex, age, religion, marital status, national origin or ancestry, gender, sexual orientation, citizenship status, genetic information, political status, marital status, familial status, height, weight or disability, veteran's status, membership or participation in, or association with, the activities of any professional or teacher organization or , any other status or characteristic protected by federal law in compliance with federal and state statutes and regulations that pertain to non-discrimination in employment.
- c. Every Employee shall have the protection of all rights pursuant to PERA, Act 379 of the Public Acts of 1965; that it bargain in good faith and will not discriminate against any Employee with respect to hours, wages, or any other terms of employment because of his/her participation in Faculty Council, collective bargaining, or negotiations with the Employer or his/her initiation of any grievance complaint.
- d. The parties acknowledge and understand that the legal rights of Section are subject to enforcement and legal action as provided by law but are not contractual in nature and are not subject to the grievance procedure set forth in this Agreement.

### **7.2 Personnel Files**

Employees shall have the right upon request to see the contents of their own personnel file, excluding confidential letters of recommendation concerning hire. The personnel file will be the only repository of professional record. Except for routine personnel records, no materials shall be added to a personnel file unless the Employee is notified of such additions and has the opportunity to sign with right to attach rebuttal. The Employee will be given an opportunity to examine the materials and will have an opportunity to add a reply in writing for insertion in their personnel file. No additional materials shall be included in the Employee's personnel file without due process.

### **7.3 Academic Freedom**

Academic freedom, subject to accepted standards of professional responsibility, will be guaranteed to Employees, and no special limitations will be placed upon study, investigation, presentation, and interpretation of facts and ideas.

## **7.4 Student Opinion Surveys**

As the basis for student feedback and course critique, Employees will conduct Student Opinion Surveys in at least one (1) course/professional staff activity each semester using a standard evaluation instrument, Appendix SO. Student Opinion Survey data shall be considered when developing the Self-Authored Assessment Plan per Article 10.2.a. Student Opinion Surveys may not be used as a source of disciplinary action. Completed surveys of individual Employees are the property of the non-probationary Employee and are subject to his/her sole control. Probationary Employees must conduct the Student Opinion Survey in all sections of each course of their assignment each semester and submit them to the Department Chair at the end of each semester.

## **7.5 Intellectual Property Rights**

Intellectual property means original works of authorship or creation fixed in any tangible medium of expression, now known or later developed. Intellectual property created, made, or originated by an Employee on his/her own equipment and own time shall be the sole and exclusive property of the Employee. The Employer seeks no right of ownership, unless the Employee chooses to transfer such property, in full, or in part, to the College in the form of a signed agreement. Course material created with College resources, including material, content and framework of such product, is college property; however, content material is original authorship and may be made accessible to others only with the written consent of the original author.

## **7.6 Electronic Recordings and Surveillance**

Electronic recording or surveillance of an Employee for instructional and/or professional purpose or function will occur only with the knowledge and consent of the Employee and as a condition of disciplinary action. Electronic recordings and surveillance related to security camera networks for the sole purposes of campus safety and security are exempt from this provision.

## **7.7 Rights of Due Process and Just Cause**

- a. Disciplinary action will not be taken against any Employee without due process and just cause.
- b. The specific grounds forming the basis for disciplinary action, other than an initial formal verbal warning, will be made available to the Employee and the Faculty Council in writing. Due process and just cause will not apply in the dismissal of a probationary Employee.

- c. The Employer recognizes and agrees to the practice of progressive discipline which, when appropriate, will include:
  - 1. verbal warning
  - 2. written warning
  - 3. suspension
  - 4. dismissal
- d. Employees will be notified of the content of a meeting leading to disciplinary action with 24-hour notice unless discipline warrants immediate action or can be accommodated earlier. Notice will include the topic of discussion and rights to representation. Employees are entitled to have present a Faculty Council representative during any meeting which leads to disciplinary action.
- e. Discipline or discharge related to inadequacies observed in an Employee's instructional work with students must be preceded by:
  - 1. Observation of such inadequacies must be documented and occur more than once.
  - 2. Written direction that the Employee must improve with a definition of the consequences of failure to do so.
  - 3. Opportunity for the Employee to make improvements.
  - 4. Appropriate assistance from the Employer's resources to aid the Employee in his/her improvement.

## **7.8 Disciplinary Action Based on Professional Evaluations of Non- Probationary Employees**

- a. The evaluation of an Employee for disciplinary purposes will be conducted openly and only with his/her knowledge. The removal from assignment, reprimanding, discipline or dismissal from employment of an Employee as a result of evaluation proceedings must be in accordance with this Article.
- b. An Employee who receives an unfavorable evaluation may at his/her discretion obtain an evaluation by another person or persons selected by the Employee with mutual agreement between the Employee and the Employer, provided that no cost is incurred by the Employer to obtain such supplemental evaluators. If a mutual agreement cannot be reached the evaluation by another person/or persons will be determined by the Faculty Council.
- c. Anonymous (source unknown), unsubstantiated or hearsay statements critical of an Employee may not be used to initiate, support or continue any evaluation or disciplinary action against an Employee.
- d. Information obtained by means or procedures inconsistent with this Agreement may not be used as a basis for removal from assignment, reprimand, discipline or dismissal.

- e. In the event a non-probationary Employee believes his/her review procedure, content, conclusions and/or consequences are inconsistent with the provisions of this Agreement, arbitrary, capricious, or without just cause, he/she may grieve for redress using the steps provided in Article 17, Grievance Procedure.

## **7.9 Selection of President and Chief Officers**

Faculty Council representatives may be involved as appropriate in the selection process for the appointment of the College President and Chief Officers whenever such a position is vacant or a successor is selected for an incumbent.

## **7.10 General Working Conditions**

General working conditions affecting the ability of Employees to meet the provisions of this Agreement will not be substantially altered by the Employer without prior negotiations with the Faculty Council.



## **ARTICLE 8 – DEPARTMENTAL STRUCTURE AND CHAIRPERSON RESPONSIBILITY**

### **8.1 Department Structure**

Employees will be assigned to one of six departments, each with its own chairperson. A departmental assignment does not limit an Employee's right nor the Employer's right to accept or be assigned responsibilities in another department, subject to the terms of this Agreement. Departments will be defined as follows:

#### **a. Industrial Technology Department - Including the Following Courses, Degrees and Programs:**

##### **AUT courses**

A.A.S. - Automotive Service and Repair C - Automotive Service and Repair

##### **CON, CST courses**

A.S. - Pre-Construction Management

A.A.S. - Concrete Technology

##### **APP, CAD, IND, MFG, MET, WLD courses**

A.A.S. – Millwright Technician

A.A.S. – Machine Tool Technology

C – Machine Tool Technology, Basic

C –Machine Tool Technology, Advanced

C - Industrial Technology C - Apprentice - Millwright

C - Welding Fabrication (or Technology) MRT courses

A.A.S. – CAD Technology

##### **APP, EPT, EST, ELE, UTT courses**

B.S. – Electrical Systems Technology

A.A.S. - Utility Technician

A.A.S. - Electrical Maintenance Technician

A.A.S. - Customer Energy Service C - Utility Technology

C - Electrical Apprentice

C - Customer Energy Service

#### **b. Professional Occupations Department - Including the Following Courses, Degrees and Programs:**

##### **BUS courses**

A.A.S. - Accounting

A.A. - Business Administration

A.A.S. – Marketing

A.A.S. - Small Business Management

A.A.S. - Business Management

A.A.S. – Industrial Sales

C - Small Business Management

**CRJ courses**

A.A. - Criminal Justice – Transfer

A.A.S. – Corrections

A.A.S. – Criminal Justice – Pre-Service C - Corrections Officer

**CIS, CNS courses**

A.A. - Computer Information Systems

A.S. - Computer Science

A.A.S. - Network Administration C - Network Administration

**BIS courses**

A.A. – Business Information Systems - Executive Assistant

A.A.S. – Business Information Systems - Administrative Professional

A.A.S. – Business Information Systems – Office Information Technology Specialist

C - Business Information Systems – Business Services

A.A.S. – Business Information Systems – Medical Information Specialist

**c. Nursing, Health and Human Services Department - Including the Following Courses, Degrees, Programs and Services:**

**HEA, MED, NUR, PEH, SDE courses**

A.S. – Nursing

A.A.S. – Registered Nursing

A.A.S. – Dental Hygiene (Delta College)

A.A.S. – Radiology (Mid-Michigan College)

A.A.S. – Med Lab Technology

A.A.S. – Nuclear Medicine Technology

A.A.S. – Respiratory Care

C – Licensed Practical Nursing

A.A.S. – Medical Assistant

C – Medical Assistant

Physical Education/Health

Physical Therapist Assistant (Cooperative Program) Pre-Occupational Therapy

Pre-Physical Therapy

Academic Counseling

**d. Language, Arts and Humanities Department - Including the Following Courses, Degrees and Programs:**

**ART, ASL, CSS, ENG, FRN, GER, HUM, MUS, PFA, PHL, SPE, SPN, SDE courses**

A.A. - English

Master Student and Reading Courses

A.A. - Fine Arts

A.A. - Foreign Languages

A.A. – Graphic Design

A.A.S. - Graphic Design

A.A. - Humanities

A.A. – Liberal Arts – General (English/Arts/Humanities)

A.A. - Philosophy

A.A. - Religion

A.A. - Speech

A.A. - Performing Arts

A.G.S. – General Studies

**e. Mathematics and Sciences Department - Including the Following Courses, Degrees and Programs:**

**BIO, CEM, EGR, MTH, PHS, PHY courses**

A.S. - Biology

A.S. - Chemistry

A.S. - General Sciences

A.S. - Mathematics

A.S. - Natural Sciences

A.S. - Physics

A.S. - Pre-Dental

A.S. - Pre-Engineering

A.S. - Pre-Fisheries and Wildlife Management

A.S. - Pre Medicine

A.S. - Pre-Medical Technology

A.S. - Pre-Veterinary

A.S. - Pre-Pharmacy

A.S. - Pre-Radiology Technology

A.A.S. – Water Resource Management (Bay de Noc Community College)

A.G.S. - General Studies

**f. Social Sciences Department - Including the Following Courses, Degrees and Programs:**

**ANP, ECN, EDU, GEO, HST, LAW, PLS, PSY, SOC courses**

A.A. - Anthropology

A.A. - Economics

A.A. - Education

A.A. - Geography

A.A. - History

A.A. - Liberal Arts – General (Social Sciences)

A.A. - Political Science

A.A. - Pre Law

A.A. - Psychology

A.S. - Psychology

A.A. - Sociology/Social Work

A.G.S. - General Studies

## **8.2 Placement of Programs**

Programs within a department will be those as registered by the Curriculum Committee, listed by the Registrar's office, and as published in the College Catalog/Handbook.

Placement of additional, new and revised programs within the department structure will occur based on the recommendation of the Department Chairpersons and at the discretion of the Chief Academic Officer.

## **8.3 Department Chairperson**

The Department Chairperson shall be the principle liaison between the administration and his/her Department. Department Chairpersons shall enforce College policies in the administration of their Departments so long as such policies do not conflict with provisions of this Agreement. Department Chairpersons shall present Department recommendations on academic matters to the Chief Academic Officer. Though Department Chairpersons have administrative responsibilities as outlined in Section 8.6 below, they are not considered management.

## **8.4 Selection of Department Chairperson**

The selection of Department Chairpersons will occur, as necessary, in the last month of the spring semester, or in the case of a vacancy in the position, upon selection, with a new Chairperson assuming his/her responsibilities immediately. The selection of the Department Chairperson will be made by majority vote of the department subject to the approval of the Chief Academic Officer. Disapproval by the Chief Academic Officer may be overridden by a three-quarter ( $\frac{3}{4}$ ) majority vote of the members of the department. Each step of the procedure must be completed within two (2) weeks. An Employee with less than a full load in the department will have a pro rata vote based upon the ratio that the Employee's assigned hours in the department for the current academic year bear to thirty (30) equated hours.

## **8.5 Term of Office for Department Chairperson**

A Department Chairperson shall be selected to serve for a period of three (3) years, and may be selected for succeeding terms of office. If, after a period of one (1) year the Chief Academic Officer determines that the Department and the College would be better served by a different Chairperson, a different Chairperson may be selected using the procedure set forth in Section 8.4, above. If a vacancy occurs before the end of a term, an election will take place to fill the remainder of that term.

## **8.6 Responsibilities of Department Chairperson**

As requested by and in cooperation with the Chief Academic Officer, Department Chairpersons will assist in recruitment and hiring, scheduling, evaluation, curriculum review, student complaints, and budgeting. Department Chairpersons will hold a minimum of three (3) department meetings per semester for the purpose of preparing schedules and addressing curriculum issues. Department Chairpersons will meet collectively with the Chief Academic Officer at least three (3) times per semester to conduct College business.

Department Chairpersons may be assigned up to ten (10) additional days during the

summer break by the Chief Academic Officer for department duties, including mid-summer advising and registration activities. These days shall include up to five (5) days at the time of mid-summer registration and up to five (5) additional days to be distributed during the summer break. The schedule of additional days shall be determined during the last four (4) weeks of the spring semester by the Chief Academic Officer in consultation with the Department Chairpersons.

#### **a. Recruitment and Hiring**

In cooperation with the Chief Academic Officer, the Department Chairperson will recruit Employees and part-time Faculty, including participation in committees, to recommend and interview applicants for referral to the Chief Academic Officer and the College President. Concerning part-time Faculty, the Department Chairperson will make recommendations for assignment to the Chief Academic Officer. Department Chairpersons will have access to all applicants' files as maintained in the Human Resources Department, where necessary to perform these responsibilities.

#### **b. Scheduling**

Department Chairpersons will recommend to the Chief Academic Officer a fall, spring, and summer session academic course/section schedule, including recommended teaching assignments and section sizes for each Faculty member within their Department. The Chief Academic Officer shall review the recommendations and shall coordinate course/section schedules with other Departments in an effort to avoid conflicts, facilitate and insure availability to meet student needs.

The preliminary academic course/section schedule for each semester of the upcoming academic year will be provided to Department Chairpersons by the second (2<sup>nd</sup>) week of the academic year preceding the year which is the subject of the proposed schedule.

The timeline for building course schedules is provided in Appendix SB and will be reviewed annually.

The parties shall continue to work toward the goal of providing a practical, cost-effective means by which Department Chairpersons can access a common database and input data directly during a prescribed time period in order to facilitate the recommendation and review process.

Before any academic course/section schedule is printed or published (including electronic publication), each Department Chairperson will have at least two (2) weeks to preview the Preliminary Schedule and respond to the Chief Academic Officer with any concerns or proposed revisions. The Final Schedule shall be provided to the Department Chairpersons at least five (5) days prior to publication.

Department Chairpersons will review course enrollments along with the Chief Academic Officer at the time of registration to effect better placement of courses and sections offered.

**c. Review/Evaluation**

Department Chairpersons will coordinate the Department review/evaluation process for non-probationary and probationary Employees, including part-time Faculty, according to the process defined in Article 10, Professional Reviews and Evaluations, of this Agreement.

**d. Curriculum Review**

Department Chairpersons will serve as ex-officio members of the Curriculum Committee. They will help coordinate the development of new courses within the Department, including catalog descriptions, prerequisites and course outlines. They will conduct an annual review of departmental offerings and prepare necessary evaluations of their department's programs with recommendations for changes and deletions. They will submit all requested changes to the Curriculum Committee for discussion and approval/disapproval as may be appropriate.

In consultation with Faculty of various academic programs, Department Chairpersons will advise the Curriculum Committee on all advanced placement (AP), career and technical education (CTE), direct credit/concurrent enrollment, dual enrollment/enhanced dual enrollment, and early/middle college opportunities pertaining to application of credit for respective programs and relative to all articulation agreements that the College engages.

**e. Student Complaint**

Department Chairpersons will act as intermediaries for student complaints related to Employees and shall consult the Student Handbook to determine the appropriate procedure, based on the nature of the complaint. If the Department Chairperson is unable to resolve a complaint, the Department Chairperson will refer the matter to the Chief Academic Officer. If the Department Chairperson is the accused, the student will address the matter with another Department Chairperson.

**f. Budgeting**

Department Chairpersons will assist in the preparation and administration of the dept. budget by coordinating dept. requests for instructional materials, supplies, facilities, and capital outlay.

**g. Other Duties as Assigned**

Other duties may be assigned as necessary so long as the duties assigned to any Department Chairperson do not exceed the equivalent of a full- time load, as defined in this Agreement.

## **8.7 Program Director**

The position of Program Director may be established by the College where such position is deemed necessary or appropriate to meet specialized program needs, including, but not limited to, programs where licensing laws or regulations require that a program have a Program Director to enable students to qualify for State licensing examination.

## **8.8 Selection of Program Director**

The selection of a Program Director shall be made by the Chief Academic Officer following consultation with the Department Chairperson. Employees have the right to decline the position.

## **8.9 Term of Office for Program Director**

A Program Director shall be selected to serve for a period of three (3) years and may be selected for successive terms of office. If, after a period of one (1) year the Chief Academic Officer determines that the program would be better served by a different director, a different director may be established.

## **8.10 Responsibilities of Program Director**

Program Directors shall have responsibilities assigned by the Chief Academic Officer depending on the nature of the directorship and which may include the following:

- a. Oversee maintenance of program certification where necessary.
- b. Assist Department Chairperson with Academic Course/Section Scheduling for their program.
- c. Assist Department Chairperson with curriculum review and development.
- d. Facilitate budget development in conjunction with Department Chairperson for their program.
- e. Program Directors may be assigned up to ten (10) additional days during the summer break for mid-summer advising, registration, and other program activities.
- f. Provide a year-end report to the Chief Academic Officer by the end of academic year.

## **ARTICLE 9 – CALENDARS, SCHEDULES, WORKLOADS AND ASSIGNMENTS**

### **9.1 Academic Calendar**

Courses must be taught on dates either specified in the two-semester academic year calendar or mutually agreed upon by the Employer and Faculty Council. Community service courses taught on a "one-time-only" basis may be started at any time, but courses that are offered more than once are subject to the previous provision.

Employees may not be involuntarily assigned to teach courses that are scheduled at times other than those instructional days specified in the two (2) semester calendar of Appendix AC.

The following provisions will apply to the calendars set forth in Appendix AC:

- a. The workday may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.
- b. When no specific courses are scheduled during established workdays, the scheduled workdays are to be used for self-directed work activities, unless a specific college-wide activity has been determined by the administration in consultation with the Faculty Council.

### **9.2 Instructional Make-up Time**

Protracted instructional time lost for whatever reason will be addressed via alternative plans (e.g., substitute, departmental coverage, learning management delivery platform, etc.) as is reasonably acceptable to the College. College declared Act of God days (e.g., snow days) will not be subject to instructional make-up.

### **9.3 Off-Campus Break Schedule**

When Faculty teach off-campus courses as part of their normal load, they shall follow the on-campus break schedules.

### **9.4 Professional Staff Calendar**

The calendar for on-campus full-time Professional Staff will not necessarily coincide with the Faculty academic/work calendar, but will be determined by the Chief Academic Officer with a normal workload of one thousand six hundred and sixty (1,660) annual hours and may include a year-round calendar.

### **9.5 Schedule Matrix**

All courses will be scheduled according to Schedule Matrix, Appendix SM, in order to insure regular start times, efficiency and consistency in scheduling and coordination of course offerings across the curriculum. A common time of one (1) hour twice per week shall be reserved for meetings of the College, committees and/or the Faculty Council. Faculty shall be available for meetings during these times. The Schedule Matrix is subject to revision based on the mutual agreement of the Employer and Faculty Council.



## **9.6 Faculty Workloads**

### **a. Full-Time Faculty Workload**

Time and service expected of a Full-time Faculty beyond classroom duty hours and customary professional meetings will be contained within a forty (40) hour week.

Full-time Faculty will have a normal two-semester load within the academic year (fall and spring semesters) of at least thirty (30) equated hours, including a minimum load of twelve (12) equated hours each semester. Faculty members not able to meet the thirty (30) equated hour load during the fall and spring semesters may fulfill their workload requirements during the summer semester immediately following or through an alternative assignment.

In the spirit of institutional balance and availability of instructional resources, on-campus physical presence in instruction and workload must occur as part of work schedule by each Employee with exception for extraordinary circumstances as determined by the Chief Academic Officer.

### **b. Part-Time Faculty**

1. All Employees having a two-semester load for any academic year (fall and spring semester) of less than thirty (30) equated hours (including any released time granted by the Employer) shall be part-time employees within the bargaining unit, and shall receive a percentage of full salary and benefits calculated by dividing the Employee's annual load by thirty (30).
2. Part-time Faculty within the bargaining unit will schedule office hours proportional to those of full-time Faculty and will assist in student advising.
3. All part-time Faculty within the bargaining unit will share proportionally in all benefits.
4. In temporary emergency situations where there is need to assign load that exceeds the eight (8) equated hours, but not to exceed nine (9) equated hours, for the duration of one (1) semester, such an assignment may be mutually agreed upon between the College and the Faculty Council in a memorandum of understanding. Part-Time Faculty provisions would not apply for the temporary emergency.

### **c. Equated Hours (Clock minutes based on Higher Learning Commission)**

1. Equated hours to contact hours are calculated in a one-to-one ratio for the following:

Lecture and Recitation  
Distance Learning  
Scheduled Labs  
Nursing Clinical Supervision\*

\*Nursing Faculty Members shall have the first right of refusal on all clinical nursing assignments. Clinical nursing assignments which are not accepted by Nursing Faculty Members shall be assigned to non-Faculty clinical nursing personnel. Such clinical Nursing personnel are excluded from the bargaining unit and shall not become included in the bargaining unit solely on the basis of the number of equated hours of clinical nursing supervision, the provisions of Article 3 notwithstanding.

2. An Employee responsible for independent study will receive equated hours toward his/her load for each student assigned to him/her at a rate equivalent to the number of equated hours for the course times 0.10 (i.e., number of students x hours for the course x 0.10). All independent study assignments shall have the approval of the appropriate Chief Academic Officer and the consent of the Employee.
3. If a Faculty member has a total of three hundred (300) student contact hours or greater in a single semester assigned to them as load, then that Faculty member will not be asked to teach one (1) of their sections for tenths (10ths) whether it is part of their regular load or overload.

## **9.7 Overload**

- a. Overload beyond eighteen (18) equated hours in the fall semester and thirty- two (32) equated hours in the academic year may be assigned with the consent of the Employee. Overload may not infringe on another full-time Employee's load requirements. If overload is available, College-wide seniority of full-time Employees will determine rights of first choice assuming the Employee is highly qualified. Overload is offered based on seniority rotation on a section-by-section basis.
- b. If a dispute about overload arises internally among Employees within discipline and/or department, then base load is assigned by seniority rotation section-by-section until all Employees who are highly qualified to teach the available courses have met base load. Once all qualified Employees have met base load, then the remaining available overload will be distributed based on the seniority rotation on a section-by-section basis.
- c. At any point of impasse about distribution of overload among Employees, the process may default to the Chief Academic Officer's right of assignment within this Agreement.

## **9.8 Professional Staff Workloads**

- a. Professional Staff who are asked to teach a course or work hours in addition to their normal annual hours will do so only with appropriate compensation and/or compensatory time off upon mutual agreement between the Employee and Chief Academic Officer.
- b. Additional days outside of the normal academic year will be assigned by April 1. Professional Staff assigned additional days outside the normal academic year may select at least three (3) consecutive weeks during the summer when no additional days may be assigned.

## 9.9 Course Delivery Options

To promote broad student access to courses, the Employer encourages various delivery options:

### a. Non-Distance Learning:

1. **Traditional** – A synchronous course in which the instructor and student(s) meet in person in a classroom/lab.

### b. Distance Learning\*:

1. **Remote Access** – A synchronous course in which the instructor is in a classroom/lab and the student(s) have the option to attend either in-person or virtually through a virtual collaboration platform such as WebEx.
2. **Remote** – A synchronous course in which the instructor and student(s) meet virtually through a virtual collaboration platform such as WebEx.
3. **Online** – An asynchronous, but not self-paced, web-based course.
4. **Hybrid** – A course that combines synchronous and asynchronous (Online) delivery options in a predefined proportion.
5. **Hyflex (Hybrid-Flexible)** – A course that offers both a Traditional and/or Remote delivery option with a simultaneous Online option.

\*The number of video conferencing systems joining a distance learning course will be limited to two (2). The number of individual student connections will be at the Employee's discretion and in consultation with the Chief Academic Officer. Any additional video conferencing system locations will be mutually agreed upon between the Employee and the Chief Academic Officer.

### c. Qualifications/Trainings for Distance Learning

All instructors new to distance learning must successfully complete a College-approved training appropriate for the delivery method option prior to being assigned to the course. A copy of the certificate of completion must be submitted to Human Resources.

### d. Learning Management System

All College courses will be provided a College designated Learning Management System (LMS) course shell.

All distance learning instructors shall add appropriate course content, including a course syllabus, to the LMS course shell and use the LMS grade book.

Only the Employee as instructor of record, registered students and the LMS support staff (for purposes of instructional and technical support) shall have access to the LMS course. All others must have prior approval of the Employee.

## **9.10 Development of New Courses, Programs and Online Delivery**

- a. When prior approval is granted by Chief Academic Officer for the development of a new course and/or new program (a new course and/or academic program that is not listed in the College taxonomy), the Employee developing the course will be granted release time equal to the contact hours of the assigned course and/or half (1/2) a full-time load for one (1) semester for a program(s). The release time will be granted in the semester prior to and/or during the semester of implementation of the course and/or program.
- b. To incentivize Employees not already trained to provide appropriate levels of distance learning for first time online instruction (requires training), a one thousand-dollar (\$1,000) stipend will be provided.
- c. Requests for development or redevelopment of existing courses in an online format by an Employee or Employer would result in release time up to the relevant contact hours involved for online development or redevelopment of a course, based on institutional needs as determined by the Chief Academic Officer.
- d. Provisions of development and redevelopment of online content are the property of the Employer, except items of individual authorship.
- e. Development of new courses, programs and online delivery formats does not preclude the approval of Curriculum Committee before implementation.

## **9.11 Section Size**

- a. Corequisite developmental model courses (ENG ALP and accelerated math) will be in close accord with a recommended average of sixteen (16) students per section.
- b. The size of English Composition and Speech courses will be in close accord with a recommended average class size of twenty-five (25) students per section.
- c. Remote Access, Remote, Hybrid, Online and Hyflex courses will be in close accord with a recommended average of twenty-five (25) students per section.
- d. The size of all other course sections will be in close accord with a recommended average of thirty-three (33) students.

## **9.12 Office Hours**

- a. Physical office hours on campus are required of all Employees except under extenuating circumstances as approved by the Chief Academic Officer.
- b. All Faculty will submit a minimum semester schedule of four (4) office hours weekly for student consultation to the Chief Academic Officer within the first (1<sup>st</sup>) week of classes each semester. Office hours will be posted on office doors and course syllabi.
- c. Office hours will be spread over the weekly schedule as uniformly as possible in at least increments of thirty (30) minutes and not during the Common Hour.

- d. Students and the Chief Academic Officer will be notified of any changes to scheduled office hours. In order to meet both student and institutional needs, office hours should change only under extenuating circumstances.
- e. Summer Faculty shall be available for consultation with students and schedule office hours as determined by the Faculty member in cooperation with his/her students.

### **9.13 Examinations**

If an examination is not given during the final instructional week as scheduled by the academic calendar, the class must meet at the time specified in the final /instructional week of the academic calendar/schedule per Appendix AC.

### **9.14 Summer Session**

- a. On-campus summer session courses will normally be scheduled for a six-week period; however, summer session courses may be offered over a different time period, provided that the assigned Faculty member and the Chief Academic Officer agree on the date change.
- b. An Employee desiring summer teaching assignment will notify by December 1 indicating the courses he/she wishes to teach.
- c. Commitment for all course assignments will be assumed if a course section has not been withdrawn from the official working schedule two (2) weeks prior to the start of the summer courses scheduled unless the Employee and the administrative representative mutually agree otherwise. Faculty scheduled to teach a summer course will be informed no later than two (2) weeks prior to the start time of the course as to whether the course will be held as advertised and compensated in tenths.
- d. If an approved course for which a commitment is given does not materialize, the Chief Academic Officer will provide an equivalent assignment, if one is available. Acceptance of this alternate assignment is at the option of the Employee who will then be released from the commitment if he/she does not desire the assignment.
- e. If an Employee is paid in tenths for a summer course, he or she may withdraw his or her commitment to teach up to one week before the first day of class.

### **9.15 Summer Co-op Faculty**

Faculty members who teach Summer Co-op courses are expected to commit total working hours commensurate with equated hours for the course. A Faculty work plan shall be developed by the Faculty member and submitted for approval by the Chief Academic Officer. The work plan shall contain minimally the following responsibilities:

- a. Coordinate on-campus interviews between interested Summer Co-op sites and students.
- b. Take appropriate measures to facilitate placement for all Summer Co-op students.

- c. Keep a current, updated list of all co-op placements.
- d. Maintain regular communication and follow-up with co-op students, employers, and the Chief Academic Officer.

#### **9.16 Out-of-District Assignments**

Employees will not be assigned duties at any location out of the College district without their consent and Internal Revenue Service mileage reimbursement. Employees assigned to Oscoda campus will not be assigned duties off campus without their consent and mileage reimbursement based on the I.R.S. mileage rate.

#### **9.17 Evening Sections**

Employees assigned an evening section which begins after 6:00 p.m. as part of their normal load will not be assigned, without their consent, a section prior to 9:00 a.m. on a morning after teaching an evening section.

#### **9.18 Saturday Sections**

If an Employee is assigned Saturday sections, such courses will be followed by two (2) consecutive calendar days that are free of sections for the affected Employee, unless he/she gives his/her consent otherwise.

#### **9.19 Released Time and/or Grant Work**

- a. Employees have the right to refuse any released time and/or grant work assignment.
- b. Released time and/or grant work will constitute teaching hours as set forth in this Article. Part-time Employees in the bargaining unit may be offered additional work under the provisions of this released time/grant section.
- c. Employees who leave a released time and/or grant position will be guaranteed the right to return to their prior position subject to the layoff/recall provisions of this Agreement.
- d. All grant applications, continuations or revisions of grants that affect the wages, fringe benefits, or working conditions of an Employee will be reviewed by the Faculty Council prior to the submission of the grant or before the implementation of any change.
- e. In cases where state, federal or private grant regulations or requirements conflict with this Agreement, special consideration may be needed to protect Employees' rights and yet not impede the Employer's ability to accomplish the goals and objectives of the grant. In these cases where Employees are affected, the designated representatives of the Employer and the Faculty Council agree to meet and confer before any provision of the grant is re-written or changed.
- f. Employees hired after August 22, 1991 for a position funded by a grant(s), will have seniority as defined in Article 16, Seniority, Layoff, Recall, accrue only within the grant(s) for purposes of layoff, reduction of staff and recall, unless the Employee is assigned during the term of the grant(s) to responsibilities or a teaching assignment outside the grant(s).

## 9.20 Academic Advising

- a. Students admitted to the College shall be immediately assigned a Faculty member who shall serve as an Academic Advisor to the student for the duration of their program of study at the College or until their declared program of study changes. Students are required to obtain a release to register by their Academic Advisor at the start of their program of study (initial registration) and at approximately mid-point of program/degree completion.
- b. Assignment of Academic Advisors shall be in close accord with declared program(s) of study and Faculty association with such program(s). Faculty members will be assigned specific programs of responsibility and a list of Academic Advisors for specific programs will be maintained by the Admissions and Registrar offices in close consultation with the Department Chairpersons, Program Directors, Chief Academic Officer and Faculty Council. The list of Academic Advisors for each program of study will be published and distributed to Faculty Council members by the Chief Academic Officer at the beginning of each academic year.
- c. Academic Advising shall include a shared responsibility for Transfer Advising along with Professional Staff (e.g. Academic Counselors).
- d. Academic counseling shall be defined as limited assistance to students experiencing problems interfering with their educational success but not clinical counseling. Assistance may include brief crisis counseling and possible referral to community services as a transitional role, but shall relate fundamentally to a student's educational success, identifying and removing barriers to academic success, career, transfer assessment, planning and exploration.
- e. A Summer Advising Core will be determined by May 1 of each academic year to include all six (6) Department Chairs, at least one (1) additional Employee from each academic department, and Program Directors or as deemed necessary and appropriate by the Chief Academic Officer in consultation with Department Chairs for purposes of summer advising commencing from graduation through start-up week.
- f. All members of the Summer Advising Core are required to be present on campus for the duration of the established Advising/Registration dates in June and July per Appendix AC.
- g. Summer Advising Core will be compensated with a stipend, excluding Department Chairs and Program Directors as part of their regular duties and established compensation.
- h. Formal orientation to Academic Advising will be provided to new Employees upon hire and continuous refresher opportunities will be afforded Employees on an as needed basis at the request of the Faculty Council.

## **9.21 Registration**

Employees will participate in the registration, orientation, and enrollment of students during regularly scheduled workdays (exclusive of summer school) except when professional academic duties prevent such participation and prior approval has been given by the Chief Academic Officer.

## **9.22 Faculty Mentorship**

A Faculty Mentor shall be assigned by the Chief Academic Officer, in conjunction with the Department Chairperson's recommendation, for all newly hired Employees for the first year of employment with an option for extension during the probationary period. A Faculty Mentor shall provide the following services:

- a. Provide a general introduction to the staff and facilities upon hire and prior to start-up week.
- b. Conduct one (1) professional evaluation per Article 10.
- c. Provide continuous review of syllabi and teaching materials.
- d. Conduct a general discussion on the challenges of teaching.
- e. Train for advising during pre-semester and mid-semester registration periods.
- f. Provide an informal mid-semester review.
- g. Provide a written memorandum (summary) to the Chief Academic Officer reviewing the process conducted upon the end of the mentorship.

## **9.23 Professional Development/Organization Participation**

- a. In recognition of the importance of Employee involvement, Employees are encouraged to participate in professional development activities, summer orientations, college committees, search committees, mentorships, internships, recruitment activities, and community service activities and events.
- b. When the Employer, in its sole discretion, determines that funds are available to do so, the Employer will provide support to Employees seeking professional development opportunities. Such professional development may include, but is not limited to, the following avenues:
  1. Tuition free courses
  2. Advanced training
  3. Conferences, workshops and seminars
  4. Research and publications
  5. Emphasis on Learning grants
  6. Endowed Chair (e.g. Great Teacher Seminar, lectures, etc.)
  7. Training for On-line course development
  8. Peer Reviews and Mentoring



- c. Employees are encouraged to participate in conferences and hold office in professional organizations. Upon written request to the appropriate Chief Academic Officer or the President, released time may be granted for such participation. Expenses authorized by the appropriate Chief Academic Officer or the President will be paid according to the College's policy on travel reimbursement, if said Employee is not otherwise reimbursed.
- d. Employees selected by the Faculty Council will be released for Association business during the year subject to the Faculty Council's confirmation that a qualified Faculty member will cover the assignment, and upon approval of the Chief Academic Officer.

#### **9.24 Co-curricular and Extra-curricular Assignments**

The assignment of co-curricular and extra-curricular duties (see Appendix CC) is the responsibility of the College President or his/her designee under the following guidelines:

- a. The decision of whether or not to fill a position, who is assigned to a position, or the removal of an Employee from a co-curricular or extra-curricular position is exclusively reserved to the Employer.
- b. If possible, Employees will have their co-curricular or extra-curricular assignments made by August 1 of each year if their duties are to begin during the first semester.
- c. Employees will have co-curricular or extra-curricular assignments that begin during the second semester made as soon as possible, preferably by December 1 of each year.
- d. New hires will be notified of co-curricular or extra-curricular assignments as soon as it is determined they will have the co-curricular or extra-curricular duty.
- e. Employees may refuse a co-curricular or extra-curricular assignment.

#### **9.25 Assignment**

Employees will not without good reason and consent be assigned responsibilities outside his/her education, training, experience and/or course delivery method. During the first semester of any assignment outside his/her education, training, experience and/or course delivery method an Employee will be informally evaluated and may be formally evaluated in succeeding semesters.

## **ARTICLE 10 – REVIEWS AND EVALUATIONS FOR PROFESSIONAL DEVELOPMENT**

### **10.1 Purpose and Protocol**

- a. The Employee, Faculty Council and the Employer mutually recognize the importance and value of an Employee review process focused on the professional development, effectiveness and improvement of instruction and student services.
- b. Each Employee, upon employment, or at the beginning of an instructional period when his/her responsibilities vary appreciably from those previously assigned, whichever is later, will be apprised in writing of the specific terms of his/her responsibilities.
- c. Employees will be informed of the specific criteria upon which they will be reviewed or evaluated according to the provisions of this Article.
- d. Performance of an Employee's duties in release time and/or grant assignments shall be reviewed separately from the Employee's regular duties.
- e. During start-up week of each semester the Chief Academic Officer will notify Employees of the tentative times and dates of the reviews and provide a copy of the criteria to be used for the reviews/evaluations per provisions of this, Article 10.

### **10.2 Non-Probationary Employee Review Procedures**

Non-probationary Employee status acknowledges professional competence in the assigned discipline(s). Thereafter every three (3) years, reviews shall be for the purpose of assessing the effectiveness of the Employee's activities aimed at maintaining or enhancing his/her competence and shall follow the process detailed below in this section 10.2 and its corresponding subsections. The emphasis by the Employer shall be on maintaining and/or enhancing this competence to serve the best interest of the College and its students.

#### **a. Professional Development Portfolio**

A Professional Development Portfolio, Appendix PP shall be completed by the Employee under review prior to the end of the semester in which the review process is scheduled.

Upon completion of the review processes, using feedback from a peer consultation (Appendix PC), administrative review/conference (Appendix AR), and reflection on student opinion surveys (Appendix SO) since the last review process, the Employee will complete a Professional Development Portfolio by providing a self-assessment in the form of Appendix PP and evidence of professional development and proficiency relative to duties highlighting strengths and areas for growth.

A complete Professional Development Portfolio will include the following:

1. One (1) example of continued development and proficiency in professional pursuits from among the following (only one area need be represented):
  - Instructional materials
  - Demonstrations of modes of delivery
  - Student assessment and evaluation materials, including examples of student assignments
  - Curriculum development
  - Shared governance
  - Professional engagement
  - Professional development activities
  - Community outreach projects
  - Innovation techniques and learning experiences
  - Advising and recruitment activities, etc.
2. Complete/signed Peer Consultation (Appendix PC)
3. Complete/signed Administrative Review (Appendix AR)
4. A few representative samples of feedback from the Student Opinion Survey (Appendix SO) as collected since the last review.
5. Complete/signed Professional Portfolio (Appendix PP)

**b. Peer Consultation**

1. One (1) Peer Consultation shall be conducted by the tenth (10<sup>th</sup>) week of the semester during a mutually agreed time/course/delivery format between the Employee under review and one (1) non-probationary Employee serving as a Peer Review Mentor as approved by the Chief Academic Officer.
2. The consultation will be conducted openly and only with the knowledge of the Employee using the form provided in Appendix PC, Peer Consultation.
3. The Peer Consultation shall be based on the direct observation of Employee and student interaction in the classroom (including possibly various delivery formats), laboratory, and/or other assigned locations where Employee duties are performed. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and when relevant academic counseling, may be reviewed in the process based on predetermined criteria for review in Appendix PC, Peer Consultation.

OR

A Reverse Peer Consultation per Appendix PC may be an alternative to the traditional Peer Consultation format and provide the opportunity for the Employee to engage with a Peer Review Mentor who can model effective pedagogical techniques in the classroom (including possibly various delivery formats), laboratory, and/or other assigned locations where the Peer Review Mentor's duties

are performed for the observing Employee to learn from a Peer Review Mentor's approach. Course syllabi, examinations, quizzes, and other appropriate materials used in the Peer Mentor's performance will be available for mentoring purposes of the Employee.

4. The Employee shall include a copy of the completed and signed Peer Consultation form in their final Professional Development Portfolio

### **c. Administrative Review and Conference**

#### **1. Administrative Review**

- i. One (1) Administrative Review/Conference shall be conducted openly and only with the knowledge of the Employee by the tenth (10th) week of the semester during a mutually agreed time/course/delivery format between the Employee and Chief Academic Officer.
- ii. The review will be conducted openly and only with the knowledge of the Employee using the form provided in Appendix AR, Administrative Review.
- iii. The Administrative Review shall be based on the direct observation of Employee and student interaction in the classroom (including possibly various delivery formats), laboratory, and/or other assigned locations where Employee duties are performed. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and when relevant academic counseling, may be reviewed in the process based on predetermined criteria for review in Appendix AR, Administrative Review.
- iv. At the end of the scheduled time/course where such administrative review is conducted, direct discussion with students by the Chief Academic Officer may be conducted in the absence of the Employee using the guidelines for review of student opinion within the Appendix AR. A Faculty Council member chosen by the Employee shall be present to help facilitate the discussion if the exercise is employed.

#### **2. Administrative Conference**

- i. A written administrative report consisting of Appendix AR shall be presented to the Employee at an Administrative Conference within two (2) weeks following completion of the administrative review process by the Chief Academic Officer and shall describe the Employee's strengths and areas for growth. Faculty Council representatives may be present at this meeting if the Employee chooses.
- ii. The Employee will be given a copy of the report for review and opportunity to discuss the report with the Chief Academic Officer.

- iii. The administrative report will be signed and dated by the Employee indicating that he/she has read the report; it does not indicate concurrence with the report or its conclusions or recommendations. A copy of the signed and dated report will be provided to the Employee.
- iv. An Employee has the right to attach a written reply to the administrative report.
- v. Review proceedings, resultant observations, reports and any Employee response will be part of the Employee's Professional Development Portfolio retained in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.
- vi. If the provisions of this subsection 10.2.c pertaining to the Administrative Review and Conference are not completed for any reason, the process defaults to the next review cycle for said Employee on the three (3) year rotation and the provisions of 10.2.b stand alone as satisfactory completion of the non-probationary Employee's Professional Development Portfolio.

#### **d. Wrap-up of Professional Development Portfolio**

- 1. At the end of the review process, completed and signed copies of Appendices PC, AR and PP shall be submitted to the Department Chairperson and to the Chief Academic Officer prior to the end of the semester of the scheduled review process.
- 2. A completed Professional Development Portfolio inclusive of these completed appendices shall be filed in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.
- 3. The Chief Academic Officer may exercise the option of conducting a follow-up conference after receipt of the final Professional Development Portfolio. Faculty Council representatives may be present at this meeting if the Employee chooses.
- 4. If a program for improvement is warranted by the review process, the clear details of a professional development plan will be laid out in writing and be mutually agreed upon with a detailed schedule for completion of improvement goals. The Employee will be afforded first opportunity to receive Professional Staff Development funds to help achieve the goals of the improvement plan.

### **10.3 Probationary Employee Evaluation Procedures**

Employees shall be considered probationary Employees for their first two (2) academic years of employment and subject to the following evaluation procedures as a condition of continued employment and non-probationary status.

All probationary Employees will be assigned a Faculty Mentor by the Chief Academic Officer for their first semester per Article 9.22.

#### **a. Department/Faculty Evaluations**

1. Evaluations of probationary Employees shall be conducted each semester by two (2) non-probationary Employees for the duration of a two (2) year probationary period.
2. The evaluations shall be completed by the tenth (10<sup>th</sup>) week of the semester.
3. The Department Chairperson and the Faculty Mentor will serve as evaluators for both semesters of the first year of probation. If the Department Chair is the Faculty Mentor, then another non-probationary Employee must serve as a second evaluator.
4. Other non-probationary Employees may conduct evaluations in the second year of probation upon approval by the Chief Academic Officer as recommended by the Department Chairperson.
5. All evaluations shall be conducted using the Peer Consultation Form, Appendix PC.
6. The Reverse Peer Review may be used only in the second year of probation as recommended by the Department Chair and Faculty Mentor and determined by the Chief Academic Officer.
7. The reviews will be conducted openly and only with the knowledge of the probationary Employee. The consultation shall be based on the direct observation of Employee and student interaction in the classroom (including possibly various delivery formats), laboratory, and other assigned locations where Employee duties are performed. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and when relevant academic counseling, may be reviewed in the process based on predetermined criteria for review in Appendix PC, Peer Consultation.
8. All completed and signed copies of department/faculty evaluations will be submitted to the Department Chair once completed and no later than the end of the twelfth (12<sup>th</sup>) week of the semester.

#### **b. Administrative Evaluations**

1. Probationary Employees will be evaluated by the Chief Academic Officer in writing once during each semester of the probationary period by the 10<sup>th</sup> week of each semester.
2. The evaluation will be conducted openly and only with the knowledge of the Employee. An administrative evaluation will be based on direct observation of Employee and student interaction in the classroom (including possibly various delivery formats), laboratory, services and other assigned duties of the Employee. Course syllabi, examinations, quizzes and other appropriate materials used in

performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and when relevant academic counseling, may be reviewed in the process based on predetermined criteria for review in Appendix AR, Administrative Review/Conference.

3. A written administrative report in the form of a completed Appendix AR shall describe the Employee's strengths and areas for growth within two (2) weeks following each evaluation.
4. The Employee will be given a copy of the report for review and opportunity to discuss the report with the Chief Academic Officer. Faculty Council representatives may be present at this meeting if the Employee chooses.
5. Each administrative report will be signed and dated by the Employee indicating that he/she has read the report; it does not indicate concurrence with the report or its conclusions or recommendations.
6. The filed report shall not contain material not previously discussed with the Employee.
7. An Employee has the right to attach a written reply to the administrative report.
8. Evaluation proceedings, resultant observations, reports and any Employee response will be retained in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.

#### **c. Professional Development Portfolio**

1. Upon completion of each semester iteration of the Department/Faculty Evaluation and Administrative Evaluation processes, using feedback from *these evaluations, student opinion surveys, and self-assessments relative to duties*, the probationary Employee will highlight a thorough consideration of strengths and areas for growth following the format of Appendix PP, Professional Development Portfolio.
2. A Professional Development Portfolio consisting of completed and signed Appendixes PC, AR and PP shall be submitted to the Department Chairperson and the Chief Academic Officer by the Probationary Employee prior to the end of the second, third and fourth semesters of probation.
3. Probationary Employees must conduct the Student Opinion Survey (Appendix SO) in all sections of each course of their assignment each semester notwithstanding Article 7.4 and submit them to the Department Chair at the end of each semester.

#### **d. Department Assessments**

1. The Department Chairperson shall submit a written assessment of the probationary Employee's strengths and weaknesses to the Chief Academic Officer

based on the probationary evaluations, including the Student Opinion Survey data submitted to the Department Chairperson, prior to the end of the first, second and third semesters of employment.

2. The Employee will be provided a copy of the Department Assessments and have an opportunity to respond to them in writing. The Employee may direct that his/her written response be attached to the Department Assessments.

**e. Department Recommendation**

1. Based on the consensus of those non-probationary Employees who conducted the evaluations, the Department shall issue an internal memorandum to the Chief Academic Officer recommending continued non-probationary employment or discharge at the end of the third semester of probation.

**f. Administrative Recommendation for Non-Probationary Employment Status**

1. Department assessments and recommendations will be considered by the Chief Academic Officer and the College President in forming their decision for continued employment.
2. A probationary Employee who remains an Employee following successful completion of the probationary period shall be deemed a non-probationary Employee.
3. The Employer retains the exclusive right to discharge Employees during their probationary period, and such action as deemed appropriate by the Employer shall not be subject to the grievance procedure.

**10.4 Delegation of Administrative Review and Evaluation**

With respect to administrative review or evaluation of Nursing Faculty, the Chief Academic Officer may, but is not required to, delegate the duties of administrative review, evaluation, assessment, and/or reporting as described in all subparagraphs of Sections 10.2 and 10.3 to the Director of Nursing.

Additional review and/or evaluation may be necessary for specific Employees based on program specific accreditation requirements. All such additional requirements will be identified in writing based the specific accreditation association requirements and be brought to the attention of the Faculty Council and affected Employees at the beginning of each semester when such provisions become relevant or change.



## **ARTICLE 11 – HOLIDAYS, BREAKS, LEAVES, ABSENCES**

### **11.1 Holidays and Breaks**

The number of days that Employees meet with students in a year are limited and, therefore, every effort should be made to preserve them. This contract assumes full service by Employees except for necessary absences and leaves as covered in this Agreement. Absences taken during the academic year, other than those for which provision has been made under this Agreement, are not permitted.

### **11.2 Unpaid Leaves of Absences**

At the discretion of the Employer, leaves of absence may be granted for the following reasons: Childcare, President's Leave, Exchange, Writing, Travel, Study, Health and Sabbatical.

#### **a. Childcare**

1. An unpaid leave of absence will be granted to any Employee for the purpose of caring for newborn or newly adopted children. An unpaid leave of absence may be granted for other childcare. The Employee must provide (except in emergency) thirty (30) calendar days notice of request for leave and indicate the anticipated length of the leave. The leave will not exceed one (1) year in length unless an extension is requested of and granted by the Employer.
2. All rights and privileges possessed at the time of the leave will be maintained, but no additional benefits will accrue (Seniority or its equivalent, accumulated sick leave, points, etc.) and the Employee will return to the point on the salary schedule at which he/she left. An Employee is eligible for the available group insurance benefits provided proper payments are made by the Employee.
3. An Employee must notify the Employer in writing of his/her intention to return from leave at least sixty (60) calendar days prior to the date of return. Failure to provide such notice will be the equivalent of a resignation. Upon return from leave, the Employee will be assigned to his/her former position, or to another position for which he/she is qualified if his/her former position no longer exists or reassignments would be disruptive.

#### **b. President's Leave**

Upon the request of an Employee, other additional leaves may be recommended to the Employer by the President at his/her discretion. An Employee's written request must address placement in position upon return, seniority, accumulated sick leave, fringe benefits, salary schedule placement and any other matters of concern raised by the President. If the President recommends the leave, the President will set forth to the applicant and the Faculty Council President in writing the conditions under which the leave will be recommended to the Employer.

### **c. Exchange**

1. Employees may be granted a one (1) year leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish an Employee of like rank or level as determined by the Employer to fulfill the duties of the Employee who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years continuous employment with the Employer.
2. While on leave, the Employee will maintain seniority, accumulated sick leave, and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.
3. Notice of intention to return from leave must be sent in writing to the Human Resources Department at least ninety (90) calendar days before the end of the leave year. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the approaching deadline at least thirty (30) calendar days prior to the deadline.
4. The Employee will be returned to his/her former position, or a vacant position within the field of his/her qualifications when he/she returns.

### **d. Writing, Travel, and Study**

1. At the discretion of the Employer, an unpaid leave of up to one (1) year may be granted to an Employee after completion of a satisfactory record of at least two (2) years continuous employment with the Employer, upon application, for the purpose of engaging in writing, travel, or study at an accredited college or university.
2. While on leave, the Employee will maintain seniority, accumulated sick leave, and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.
3. Notice of intention to return from leave must be sent in writing to the Human Resources Department at least ninety (90) calendar days before the end of the leave year. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the approaching deadline at least thirty (30) calendar days prior to the leave deadline.
4. The Employee will be returned to his/her original position or a vacant position within the field of his/her qualifications when he/she returns.

### **e. Health**

1. An Employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. Such extension of this leave may be granted only on the recommendation of the College President.

2. While on leave, an Employee will maintain the same seniority he/she had at the time the leave started and will return to the point on the salary schedule at which he/she left.
3. Notice of intention to return from leave must be received in writing to the Human Recourses Department prior to the end of the leave period or any extension. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the deadline for notice at least thirty (30) calendar days prior to the leave deadline. The notice of intention to return must be accompanied by a physician's statement certifying the Employee's physical and emotional fitness to perform the essential functions of the position. The release to return must be furnished by the Employee at his/her expense.
4. When returning from leave of one (1) year or less, the Employee will be placed in his/her original position if it still exists or a vacant position within the area of his/her qualifications. When returning from a leave of one (1) year or more, the Employee will be placed in the first vacancy for which he/she is qualified.

### **11.3 Paid Leave of Absence**

#### **a. Sabbatical**

1. A leave of one (1) semester at full pay or two (2) semesters at one-half ( $\frac{1}{2}$ ) pay may be granted to any Employee after seven (7) consecutive years of employment with the Employer.
2. No more than two (2) staff members will be absent on sabbatical leave at one time.
3. Applicants for sabbatical leave must submit a written application that shall state how the leave will enable the Employee to make a definite contribution to the educational process and how the leave will improve his/her teaching/professional skills. A written application must be filed with the College President as soon as possible in the academic year, but no later than March 1 of the academic year preceding the requested leave.
4. All applications will be reviewed for recommendation to the President by a committee consisting of six (6) members, three (3) appointed by the President and three (3) by the Faculty Council. The committee will consider among other qualifications the following: The written acceptance of the applicant into a graduate program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during his/her seven (7) years of employment.

A full-time Employee on sabbatical leave will retain sick leave benefits, and salary schedule status. During a sabbatical leave, an Employee will receive the same hospital, medical, surgical (and other Employee benefits) he/she would receive as a full-time Employee. The Employee will be granted increment credit on the salary

schedule as if the Employee had been assigned at the College during the period of the leave. The Employer will pay an amount equal to fifty percent (50%) of the contribution of the Employee to the Michigan Public School Employee Retirement Service (MPERS) or an amount equal to fifty percent (50%) of the contribution of the Employee to the Optional Retirement Plan, which is currently the Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF), for the sabbatical year.

5. Upon return from leave, a full-time Employee will be reassigned to his/her original position or a vacant position within the field of his/her qualifications when the Employee returns.
6. In case of injury to, or other illness of, the Employee during the leave which prevents his/her satisfaction of the purpose of the leave, the sabbatical leave will be terminated and all provisions of sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the President, verified by a medical doctor's report.
7. Employees receiving a sabbatical leave must continue their employment with the Employer for a period of two (2) full academic years following the leave. Employees who elect to terminate their employment with the Employer prior to this will repay to the Employer the stipend paid during the sabbatical leave.

#### **b. Emergency Illness Absence**

1. Employees required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed five (5) calendar days in any one (1) year. The emergency illness absence days will be deducted from sick leave days, provided that Instructional Make-Up Time, as permitted under Article 9.2, may be used in lieu of or in addition to sick leave days, if approved by College. If Instructional Make-Up Time is approved, the permitted absence may exceed the limitation of 5 calendar days per year.
2. The term "immediate family" in this section is defined to include spouse, children or step-children, parents or step-parents, brothers, or sisters of the Employee and/or spouse, and any of the following living with the Employee at the time of the illness: step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the Employee and/or spouse, and an individual living with the Employee on a non-commercial basis.

#### **c. Personal Sickness Absence**

Upon employment, an Employee will receive a bank of thirty (30) sick leave days to be used in case of personal illness during the first two (2) years of employment. Commencing with the third (3rd) year, additional personal sick leave days will be granted at a rate of fifteen (15) work days per year at the beginning of each academic year. Unused sick leave days are cumulative, but may not exceed one hundred eighty (180) days. If the Employee leaves the Employer at the conclusion of one (1) year, sick

leave taken in excess of fifteen (15) days is to be deducted from the final paycheck(s). If a physician's release to return is requested, it must be furnished at the Employee's expense.

1. Physical disabilities related to maternity will not be treated differently from any other disability of similar duration.
2. Employees will not receive severance pay for unused sick days either upon retirement or upon termination of this contract, as this policy is a protective benefit granted only to the Employees, per se, of Alpena Community College.
3. A record of accumulated sick leave days will be compiled by the Employer and forwarded to all Employees at the beginning of each academic year.
4. Employees shall be allowed to donate sick days to other Employees on an as needed basis.

#### **d. Bereavement Absence**

1. An Employee absent from duty because of the death of a member of the Employee's immediate family will receive their regular compensation for a period not to exceed five (5) days per occurrence. These days are independent of sick leave days and are non-cumulative.
2. The term "immediate family" as used in this section includes spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, mother-in-law and father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the Employee and/or spouse, and an individual living with the Employee on a non-commercial basis.

#### **e. Personal Day Absence**

Personal absence is provided for activities that require an Employee's presence during the school day and are of such a nature that they cannot be attended to at a time when College is not in session. Personal absence is not for vacation or recreational activities. If an Employee finds need to take leave of his/her duties for personal reasons, he/she will be granted a leave of two (2) days with pay per year. These days may be taken in one (1) hour increments. Additional unpaid days may be taken upon the approval of the Chief Academic Officer. An Employee intending to use a personal absence day must notify the Chief Academic Officer by noon of the preceding workday and establish that his/her absence will be covered by a substitute or other arrangement, satisfactory to the Employer, except in case of an emergency. Employees will not be granted a personal absence day for a day immediately before or after a holiday, break period, or during the first or last week of a semester except in provable emergencies. Unused personal days do not carry over.

**f. Act of God Absence**

In only extreme circumstances, should Employees be unable to fulfill their duties as a result of an Act of God (e.g., flood, snow storm, sleet, accident, wars, riots or other major upheaval, etc.) occurring within the Community College Service Area, they will not be considered absent without leave, provided that the Human Resources Department is notified as soon as practicable of the absence.

**g. Jury Duty Absence**

Employees required to serve jury duty will be granted leave without loss of pay or leave. The Employee will remit his/her jury duty pay to the Employer as a condition of receiving full pay during jury duty.

**h. Subpoena Absence**

Employees required to be absent because of a subpoena, when such is in the line of public service and not a result of a subpoena which has been served on an individual as a result of a violation of the law, will be granted leave without loss of pay or deduction from sick or other personal leave. Any remuneration the said Employee would receive from such service will be signed over to the Employer as a condition of receiving full pay.

**i. Physical Examination for the Draft Absence**

When an Employee has been ordered to report for a physical examination for the draft, such absence will be granted without loss of pay or deduction from sick or other personal leave.

**j. Health Examinations**

The Employer reserves the right to request, in writing, a health examination, including testing based on reasonable suspicion that an Employee is under the influence of a controlled substance(s) and/or alcohol during work and work functions. The Employer will provide the format used. When an examination is requested by the Employer, the expense will be paid by the Employer. The cost of medical shots deemed necessary by the Employer for work functions, and not already covered by the Employer health insurance, will be paid for by the Employer.

**k. Visitation Day Absence**

1. The Employer will grant one (1) visitation day per year for activities that contribute to the teaching/learning process upon the request of the Employee and the Chief Academic Officer. The President may grant additional days at the request of the Chief Academic Officer. These days are not cumulative.
2. Should an Employee be requested by the President to make a visitation, regular pay plus travel expenses will be granted in accordance with the travel expense policy.

#### **11.4 Family and Medical Leave Act**

Any leave granted to an Employee under section 11.2 will run concurrently under the provisions of the Family and Medical Leave Act.

## ARTICLE 12 – EMPLOYEE BENEFITS

### 12.1 Health Insurance

- a. The Employer shall provide the following Michigan Education Special Services Association (MESSA) PAK (A or B) insurance for a full twelve (12) month period for the Employee and his/her eligible dependents as defined by MESSA. A designee of the Board of Trustees shall sign an Employer Participation Agreement.

The Employer shall pay to the Employee's Health Savings Account (HSA) any amounts exceeding the aggregate difference between the premium and the hard cap set by Michigan Public Act 152 of 2011 (MI PA 152) through a mutually agreed upon smoothed distribution. Smoothing shall be accomplished by taking the aggregate of premiums and subtracting from the aggregate caps. The total will be distributed directly to the Employees' HSA based on single or two person/full family premiums paid on the first (1st) payroll of each month based on nineteen (19) or twenty-six (26) payroll format.

In the event premiums exceed the aggregate cap for the plan, the Employee shall contribute through payroll deduction toward their premium using a mutually agreed upon smoothed distribution. Smoothing shall be accomplished by taking the aggregate cap for the plan and subtracting from the aggregate premiums. The total funds due will be allocated to the members based on single or two (2) person/full family premiums paid, and contributions will be processed monthly through payroll deduction on the last payroll of each month prior to premium due date based on nineteen (19) or twenty-six (26) payroll format. If significant changes occur within MI PA 152, the Employer and Association will mutually agree on how to handle the impact of the changes.

- b. MESSA Plan(s) with Rx, Long-Term Disability (LTD), Dental, Vision, and Term Life Accidental Death & Dismemberment (Term Life AD&D)
- c. PAK B: LTD, Dental, Vision, and Term Life AD&D
- d. Each Employee not electing PAK A will be provided with PAK B coverage. Employees hired after August 17, 2014, will receive the following cash-in-lieu of health insurance stipend: Full-family subscribers will receive a total of, Three Thousand Nine Hundred Sixty-One Dollars and 92/100 (\$3,961.92); Two-party subscribers will receive a total of, Three thousand Three Hundred Ninety- Five Dollars and 76/100 (\$3,395.76); Single subscribers will receive a total of, One Thousand Six Hundred Sixteen Dollars and 88/100 (\$1,616.88). Each of the above amounts will be paid in four (4) equal payments on the last pay of each quarter (e.g. for Full- family - 4 x \$990.48).

This option is not available when both husband and wife are Employees of Alpena Community College nor shall dual coverage be provided in these instances. The Employee must annually sign a document stating that they have other health insurance coverage and indemnifying the Employer from any liability in connection with medical costs. The Employee may elect to retain this amount in cash or apply this amount to tax sheltered annuities, or non-taxable variable options available through MEA Financial Services, MESSA, or other companies available through the Employer.



Employees declining PAK A hired prior to August 17, 2014 that were receiving cash-in-lieu of health insurance on August 16, 2014, will continue to receive an additional one hundred and twenty-five dollars (\$125.00) per month excluding retirement, provided by the Employer to be applied on an individual basis to the purchase of any of the MESSA Fixed or Variable Options and/or MEA Financial Services Fixed or Variable Annuities.

- e. All Part-time Employees within the bargaining unit will share proportionately in all fringe benefits.
- f. Any amounts exceeding the Employer subsidy will be payroll deducted.

## **12.2 Hospital-Medical Insurance**

- a. MESSA with Rx.
- b. An Employee must inform the Human Resources Department of any change in coverage status with thirty (30) days of occurrence. An Employee will assume the responsibility of repaying the Employer for any overpayment made on a policy in excess of what the Employee is entitled to receive.
- c. Responsibility for enrollment to receive this benefit rests with the Employee.
- d. This benefit is limited to one (1) plan per household.
- e. The parties understand in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

## **12.3 Long-Term Disability Insurance**

- a. MESSA Long-Term Disability (LTD) insurance for each Employee. The protection provided will include payment of no less than sixty-six and two-thirds percent (66 2/3%) of an Employee's monthly contractual salary to a maximum benefit of \$5,000 per month, with the following options: Pre-existing condition waiver, mental/nervous waiver, alcoholism/drug addiction waiver and ESP rider. Contractual salary will include any overload, off-campus instruction, maintenance, vocational, department chair, and/or extra-curricular assignment pay. Benefits will commence on the one hundred eightieth (180th) day of disablement or at the termination of the Employee's college sick leave benefits, whichever is later.
- b. For a disability that commences prior to age sixty-one (61) that is a continuous disability, benefits will continue as long as disabled but not to exceed age sixty-five (65). For a disability that (a) commences at age sixty-one (61) and after, or (b) a recurrent disability (after six (6) months return to work) that commences at age sixty-one (61) and after, benefits are payable for five (5) years or until age seventy (70), whichever occurs first.

## **12.4 Dental Insurance**

MESSA/Delta Dental Plan PPO (Point of Service) with Orthodontic Rider and sealants, including internal and external coordination of benefits (COB), for all Employees and their eligible dependents as defined by MESSA.

## **12.5 Vision Care**

MESSA Vision Service Plan-3 Plus (VSP-3+) Vision insurance to all Employees limited to one (1) plan per household.

## **12.6 Life Insurance**

MESSA Term Life Accidental Death & Dismemberment (Term Life AD&D) insurance protection in the amount of fifty thousand dollars (\$50,000) or two (2) times annual salary whichever is greater up to the cap established by MESSA.

## **12.7 Wellness Center**

Employees, spouses and unmarried dependent children, as defined by the Internal Revenue Service (I.R.S.) for personal income tax reporting and Wellness Center regulations, shall have free usage of the Wellness Center facilities for the duration of this Agreement as long as the center is in operation.

## **12.8 Tuition-Free Courses**

During each contract year, the Employer will make available at no cost in tuition up to sixteen (16) contact hours of Alpena Community College courses per person for Employees, emeritus Employees, their spouses, and unmarried dependent children as defined by the Internal Revenue Service (I.R.S.) for personal income tax reporting, including laid-off Employees subject to recall and their unmarried dependent children.

## **12.9 Payment for Advanced Training**

- a. Employees who earn graduate credit, or up to a maximum of five (5) hours of undergraduate credit with prior approval of the Chief Academic Officer, from an accredited institution will be reimbursed as shown below per semester credit hour up to a maximum of six (6) semester hours per year. To qualify for reimbursement, the Employee must obtain prior written consent from the Chief Academic Officer and the course(s) must not be tuition-free courses taken at Alpena Community College under the terms of this Agreement (work applying directly toward a graduate degree will be approved if requested). Request for payment is to be made in May of each year for work completed prior to May 1 and payment will be made in June.
- b. The rate for additional training will be the lesser of full tuition or one hundred twenty-five dollars (\$125.00) per credit hour.

## **12.10 Tax-Sheltered/Tax-Deferred Annuities**

To elect a tax-sheltered/tax deferred annuity, the Employee shall enter into a salary reduction agreement. Annual tax-sheltered/tax-deferred annuity deductions are authorized for each Employee up to the amount provided by law. Employees may select an insurance carrier of their choice within the College approved list.

## **12.11 Section 125 Plan**

The Employer will provide without cost to the union a qualified Section 125 Plan.

## **12.12 Retirement**

The Employer shall continue to pay the Employer's contribution for the members enrolled in the Michigan Public School Employees Retirement System (MPERS) as has been customary in the past.

## **12.13 Optional Retirement Plan**

The provisions listed below shall be included as part of the Alpena Community College optional retirement plan as required by Public Act 296 of 1994. This statute mandates that the Employer offer a defined contribution retirement plan for full-time Employees as an option to the defined benefit retirement plan through the Michigan Public School Employees Retirement System (MPERS).

Plan Provider:	Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA)
Effective Date:	No later than January 1, 1998, or at such date agreed upon by mutual consent
90-Day Window:	90 Days from effective date of plan
Eligibility:	Full-time faculty, supervisors, and managers
Contributions:	College pays a maximum contribution of 12%
Vesting:	Full/immediate
Selection of Accounts:	Seven account choices selectable by the Employee
Withdrawal Rules:	Cash or annuity - 100% at age 55 or older
Transportability:	Nationwide
Health, Dental, Vision:	None

## **12.14 Termination of Insurance Benefit**

The following provisions will govern the termination of insurance benefit premium payments in the event of a retirement or resignation:

- a.** Except as set forth in Section 12.14.b below, benefit payments will discontinue the end of the month that contains the effective date of the Employee's resignation or retirement.
- b.** Employees who are retiring at the completion of the full academic year under MPSERS or the optional retirement plan in section 12.13 above will make application to MPSERS for retirement benefits by March 31st. Upon submission of the application to MPSERS, the Employee will provide a copy to the Human Resources Department.
  - 1. The Employee's retirement application with MPSERS will request insurance benefit initiation effective the first day of the month following the effective date of the Employee's resignation (i.e., if the effective date is May 15, benefit initiation must be requested for June 1).
  - 2. When the Employee receives written notification from the State Retirement System as to the effective date of his/her benefits, the Employee will provide a copy to the College's Human Recourses Department.
  - 3. The Employer will continue all insurance benefit payments through the end of the month containing the effective date of the resignation. The Employer will continue to pay hospitalization plan premium payments beyond this date if there is a period of time (maximum of three months) between the Employee's effective date of resignation and the initiation of benefits under the MPSERS plan.
  - 4. The College President and Faculty Council President may, as they deem appropriate in an individual case involving extenuating circumstances, mutually agree to extend the three (3) month time period in Section 12.14.b.3 above, where hospitalization insurance benefit implementation by MPSERS is delayed.
- c.** In that there are no insurance benefits under the option plan in Section 12.13, Employees will receive hospitalization plan premium payments where appropriate for June, July and August.

## **12.15 Emeritus Status**

Retiring Employees who have been employed full-time for ten (10) or more years may be considered for emeritus appointment on the recommendation of the Faculty Council and the administration. All courtesies extended to the active staff will apply to emeritus Employees.

## ARTICLE 13 – EMPLOYEE COMPENSATION

### 13.1 Salary Schedule Placement

New Employees may be granted up to ten (10) years appropriate industrial or business experience. Teaching experience up to ten (10) years may be granted. In no case will total experience granted be greater than a combined maximum of ten (10) years.

### 13.2 Salary Schedules

For 2022-2026, all salary schedules will be adjusted accordingly:

- a. 2022-2023 – the salary schedule will increase by four percent (4.0%) above the 2021-2022 salary schedule. Step advancements will occur where applicable.
- b. 2023-2024 – the salary schedule will increase by no more than three percent (3.0%) and no less than two and one-half percent (2.5%) above the 2022-2023 salary schedule. Such increase will be calculated by averaging the annual change in the Consumer Price Index (CPI - *12-Month Percent Change* in CPI for the calendar year 2022 as reported by the *U.S. Bureau of Labor Statistics* for *all items in U.S. city average, all urban consumers, not seasonally adjusted*) and the annual change in general fund college revenues (calculated as a weighted average of state appropriations, local property taxes, and tuition from the 2021-2022 fiscal year). See Appendix SS for example of formula. Step advancements will occur where applicable.
- c. If CPI and/or College revenue should either increase or decrease by eight percent (8%) or higher in the 2023-2024 fiscal year of this Agreement, the salary schedules of this Agreement will be opened for reconsideration of the remaining two years, 2024-2025 and 2025-2026. If the eight percent (8%) trigger does not present itself, the following adjustments pertain for 2024-2025 and 2025-2026.
- d. 2024-2025 – the salary schedule will increase by no more than three percent (3.0%) and no less than two percent (2.0%) above the 2023-2024 salary schedule. Such increase will be calculated by averaging the annual change in the Consumer Price Index (CPI - *12-Month Percent Change* in CPI for the calendar year 2023 as reported by the *U.S. Bureau of Labor Statistics* for *all items in U.S. city average, all urban consumers, not seasonally adjusted*) and the annual change in general fund college revenues (calculated as a weighted average of state appropriations, local property taxes, and tuition from the 2022-2023 fiscal year). See Appendix SS for example of formula. Step advancements will occur where applicable.
- e. 2025-2026 – the salary schedule will increase by no more than three percent (3.0%) and not less than two percent (2.0%) above the 2024-2025 salary schedule. Such increase will be calculated by averaging the annual change in the Consumer Price Index (CPI - *12-Month Percent Change* in CPI for the calendar year 2024 as reported by the *U.S. Bureau of Labor Statistics* for *all items in U.S. city average, all urban consumers, not seasonally adjusted*) and the annual change in general fund college revenues (calculated as a weighted average of state appropriations, local property taxes, and tuition from the 2023-2024 fiscal year). See Appendix SS for example of formula. Step

advancements will occur where applicable.

### **13.3 Longevity Pay**

Annual longevity payments will be made according to provisions Appendix LP.

### **13.4 Points**

Upon prior approval of the Chief Academic Officer, the following are items that qualify as post-employment salary schedule points and must be closely related to areas of assignment or assist the Employee in improving instructional or work skills. Once points have been awarded, they will be permanently retained by the Employee.

- a.** Points will be evaluated during the month of March each year by the Points Evaluation Committee made up of the Chief Academic Officer, the Director of Human Resources, the President of the Faculty Council and the Chairperson of the Faculty Council's Personnel Policies Committee (or their designated representatives). Application for points must be made within one (1) year after they have been earned.
- b.** Changes in salary category will take effect at the start of the next contract year after points have been confirmed and approved by the Points Evaluation Committee based on a prior approval form.

#### **c. Points Equivalencies**

- 1. One (1) semester of graduate credit hour = Maximum of one (1) point.
- 2. One (1) semester undergraduate credit hour with the recommendation of the Chief Academic Officer prior to taking the course = Maximum of one (1) point. A limit of five (5) undergraduate credits per salary category.
- 3. Graduate and undergraduate semester hours used for placement on the BA/BS + 15, BA/BS + 30, MA/MS + 15, MA/MS + 30 and MA/MS + 45 salary categories must be earned after completion of the appropriate degree.
- 4. No more than one-third (1/3) of the points necessary for placement on any salary schedule column may be other than graduate and under-graduate credit points respectively.
  - i. Maximum of three (3) points per professional peer reviewed publication. Number of points awarded to be evaluated by the Points Evaluation Committee. Submitters will be asked to describe publication editing process.
  - ii. Maximum of two (2) points per project for Research with the recommendation of the Chief Academic Officer to conducting the research. For recommendation, a research design proposal needs to be submitted. Number of points awarded to be evaluated by the Points Evaluation Committee.
  - iii. A maximum of three (3) points per course or workshop to be evaluated by the

Points Evaluation Committee. Points for non-credit courses or workshops, in the area of the Employee's assignment, with the approval of the Chief Academic Officer prior to attending the non-credit course or workshop will be awarded at the rate of eight (8) hours to sixteen (16) hours of attendance = 0.5 point and seventeen (17) hours or more will be reviewed by the Chief Academic Officer for determination of points. No points will be awarded for events or activities under eight (8) hours.

### **13.5 Part-Time Employees with a Degree**

Pay for Part-time Employees within the bargaining unit with a degree will be calculated using the following formula:

$$\text{Pay} = (\text{appropriate full-time pay}) * (\text{equated hours}) / 30$$

### **13.6 Overload**

Courses taught in addition to a normal full-time load of thirty (30) equated hours per academic year will be paid at the following rates:

- a. Equated hours above thirty (30) and less than or equal to thirty-two (32) = \$533 for 2022-2023 and (+\$13.33 - 2.5% higher = \$546.33) per equated hour for 2023-2024 and (+\$13.66 - 2.5% higher = \$559.99) per equated hour for 2024-2025 and 2025-2026.
- b. Equated hours above thirty-two (32) = \$800 for 2022-2023 and (+\$20 - 2.5% higher = \$820) per equated hour for 2023-2024. (+\$20.50 - 2.5% higher = \$840.50) per equated hour for 2024-2025 and 2025-2026.
- c. Overload pay for the academic year will be calculated and paid as follows:
  1. Equated hours in excess of eighteen (18) in the fall semester shall be paid by the eighth (8<sup>th</sup>) week of that semester.
  2. Equated hours in excess of thirty (30) for the academic year, less overload previously paid, shall be paid by the eighth (8<sup>th</sup>) week of the spring semester.
  3. Overload will be paid in one (1) payment per semester.
- d. Overload hours taught by an Employee will not be used to calculate the need for additional full-time Employees.

### **13.7 Summer School Pay Schedule**

- a. In the event an Employee's load on-campus is less than the thirty (30) equated hours for an academic year as defined in Article 9, Calendars, Schedules, Workloads and Assignments he/she will be offered an appropriate course during the summer semester, including off-campus or alternate semester courses, if scheduled, at the full on-campus rate. Employees interested in taking advantage of this provision must indicate their interest in writing to the Chief Academic Officer. Failure to do so will eliminate them from evoking this part of the Agreement for the current semester.
- b. Employees choosing to teach summer courses in addition to a normal load will be paid nine hundred and fifty-nine dollars (\$959.00) for 2022-2023. ( $+\$23.98 - 2.5\% = \$982.98$ ) per contact hour in 2023-24 and ( $+\$24.57 - 2.5\% = \$1,007.55$ ) per contact hour for 2024-25 and 2025-2026.

### **13.8 Department Chairpersons**

- a. Each Department Chairperson will receive an annual stipend equal to sixteen percent (16%) of the MA/MS +15, Step 1 on "The Salary Schedule for Employees," Appendix A.
- b. Department Chairpersons will each be assigned three (3) equated hours of release time as part of their normal load for their duties each semester.
- c. A Department Chairperson may not be assigned a workload exceeding fifteen (15) equated hours per semester without their written permission.
- d. When the Department Chairperson is a member of the Professional Staff, compensation for three (3) equated hours (1-1) of release time will be provided to that Employee in addition to Department Chairperson pay.

### **13.9 Program Directors**

Program Directors will each be assigned three (3) equated hours of release time as part of their normal load for their duties each semester.

### **13.10 Contract Coordinator**

Contract Coordinators may be deemed necessary by the College for some programs and their relationship with industry for purposes of coordinating special needs related to specific industry programming. Compensation for Contract Coordinators will be paid by a stipend to be determined on a case by case basis by the Chief Academic Officer.

The Consumers Energy Contract Coordinator stipend is set at seven thousand five hundred dollars (\$7,500) per calendar year to be paid in three (3) installments and at midpoint of each semester (fall, spring, summer semesters).



### **13.11 Lab Maintenance**

Employees assigned duties involving care and repair of instructional equipment after school hours will be paid six hundred and seventy-five dollars (\$675.00) for each year of the assignment. Such assignments may be made at the discretion of the Chief Academic Officer after consultation with the appropriate Department Chairperson.

### **13.12 Summer Advisor Core**

Employees participating in the Summer Advisor Core (excluding Department Chairs and Program Advisors) will be paid a one-time three hundred-dollar (\$300) stipend for facilitating advising throughout the summer between graduation day and start-up week with focus on the scheduled Advising/Registration days in June and July where attendance is required. Summer Advisor Core participants (excluding Department Chairs and Program Advisors) will also be paid the additional assignments hourly rate for physical presence at the College on the scheduled June and July dates.

### **13.13 Faculty Mentors**

Employees serving as Faculty Mentors will receive a one-time two hundred-dollar (\$200) stipend for each semester they serve as a Faculty Mentor.

### **13.14 Additional Assignments**

An hourly rate of thirty dollars (\$30.00) will be paid for all approved hours worked for the following additional assignments subject to the discretion of the Chief Academic Officer:

1. Summer advising and registration
2. Enrichment programs
3. Internship supervisors (Remuneration and work beyond five (5) hours requires the prior written approval of the Internship Coordinator or Chief Academic Officer)
4. Summer search committee members (only for scheduled committee meetings)
5. Any recruitment activities
6. Research agreements

### **13.15 Travel Pay**

On January 1 of each year the reimbursement for an Employee's authorized use of his/her personal automobile for travel will be adjusted to the current I.R.S. allowable rate.

### **13.16 Salary Payment**

- a. Base salaries will be paid in twenty-six (26) equal payments (twenty-seven [27] respectively determined by the number of Fridays in an academic year) or nineteen (19) equal payments every other Friday.
- b. Once a payment option is determined it will remain in effect during the following Agreement year unless the Employee notifies the Payroll Department regarding

changes of payment choice in writing by August 1 or within one (1) week of ratification of this contract, whichever is later.

- c. Compensation other than base salary and overload will be identified on an itemized statement and both the compensation and statement will be included with the Employee's paycheck near the midpoint of each semester during an assignment. A copy of each semester's itemized load sheet will be provided to each Employee each semester.

## **ARTICLE 14 – DEDUCTIONS**

### **14.1 Authorized Payroll Deductions**

Employees may authorize the following payroll deductions, which will continue in effect from year to year unless revoked in writing:

1. Faculty Council (MEA/NEA) Membership Dues
2. MEA/NEA PAC
3. United Way
4. MEA Financial Services
5. Tax-sheltered Annuities
6. Life Insurance
7. Alpena Community College Foundation
8. Health Savings Account
9. Health Insurance Premium Contribution (Insurance is cancelled if deduction is cancelled)

### **14.2 Deductions for Unauthorized Absences**

Deductions for unauthorized absences will be computed on the basis of the number of contracted days and the Employee's base salary. Additional deductions may be made for overload, special duties or extra responsibilities that were not fulfilled due to non-performance by the individual. The amount to be deducted shall be calculated based upon the portion of the assignment that was not fulfilled times the salary (including overload) for absence or the extra responsibility or extra duty. Before any deduction is made the Employee will be given, in writing, all information that forms the basis for the deduction. He/she will be given the opportunity to challenge the deduction before the appropriate administrator.

## **ARTICLE 15 – VACANCIES AND NEW POSITIONS**

### **15.1 Vacancies and New Positions**

A vacancy is defined as an existing position at the start of a semester that is unfilled due to a resignation, transfer, dismissal, retirement, death, leave of absence or disability that is expected to last for one (1) or more semesters.

A new position is defined as a position created to meet the academic and institutional needs of the College by employing someone in a position previously not existing at the College.

Vacancies and new positions will be filled in the following manner:

#### **a. Determination to Fill a Vacancy**

When a vacancy occurs, the Human Resources Director, Chief Academic Officer, and Chief Financial Officer or their designees, will meet with the Department Chairperson for the Department to which the vacant position is assigned, together with two (2) Employees selected by the Faculty Council to determine whether to fill the vacancy.

This ad hoc committee shall meet within thirty (30) calendar days of the date the vacancy is confirmed and shall make a recommendation to the President whether to fill the vacancy, when to fill the vacancy, and how to fill the vacancy. The committee's recommendation is advisory.

#### **b. Determination to Create and Fill a New Position**

As part of the mutual gains process at the center of this Agreement (Article 2.7), the process of determining to create and fill new positions will convene annually at the start of each academic year and proceed as necessary based on data and process provided below.

Together with Department Chairpersons, the Chief Academic Officer will maintain an aggregated list of current instructional staff, loads, and projections for new Faculty and Professional Staff needs based on a standardized form highlighting comparative load within each department, including full-time, overload, part-time, and non-bargaining unit load of existing staff on a ten (10) year longitudinal perspective.

Proposals for new positions (including related to new program development) should include the following where applicable:

1. Projected load for the position(s) needed based on comparative load data
2. Enrollment projections in the subject area(s)
3. Market demands and projected growth potential
4. Curriculum changes that impact institutional needs

In evaluating the need for new positions, and relative to overall staffing needs and funding resources within the College (excluding fully grant funded positions), priority consideration shall be given to the creation of a new Full- time position(s) where either of the following exist:

1. If equated hours in a single discipline, taught by Instructors outside the bargaining unit, exceed sixty (60) over the course of four (4) consecutive semesters (excluding courses taught during the summer sessions specified in the calendar). For purposes of this paragraph, the term “discipline” shall mean all courses containing the same three (3) letter prefix in the published course description contained in the current ACC catalog. Interdisciplinary focus for proposed position(s) will be considered where appropriate and beneficial to maximizing institutional resources.
2. If the number of Full-time Faculty members is less than forty-six (46).

On or before October 15 each year, Department Chairpersons may submit to the Chief Academic Officer any requests for new positions within their departments.

After considering the recommendations of Department Chairpersons, or any recommendations stemming from the larger mutual gains process, the Chief Academic Officer will submit a recommendation for creating and filling a new position(s) to the College President and relevant planning and budgeting committee(s) for review and action by November 30 each year.

The final determination for the creation of new positions shall be made by the President no later than the end of the fall semester of each academic year, in order to begin posting of the position no later than February of each year, unless circumstances require exceptions to such deadlines.

### **c. Position Profile**

When the vacancy or a new position is confirmed, the Chief Academic Officer will consult with the relevant Department Chairperson(s) within fourteen (14) calendar days to establish such factors as they deem appropriate, including but not limited to, the following:

1. The nature of the position to be filled
2. Qualifications for the position
3. Job description
4. Establish the search/selection committee

### **d. Notification and Posting**

1. Notification of all vacant or new positions to be filled, including released time and administrative positions, will be made to the Faculty Council and to each individual Employee, including those on layoff. Positions will be posted at locations mutually agreed upon by the parties.

2. The notification and posting will be made by the first pay date following the determination to fill the vacancy or new position. Such notification shall include a general description of the position and qualifications. Those Employees on layoff will be notified by first class mail. Employees will have fourteen (14) calendar days from the post office registration date in which to apply.

**e. Search**

The search/selection committee will review and interview applicants and make a recommendation to the College President for an executive interview and determination of employment.

**f. Application**

1. An Employee may apply at any time during the posting period. Employees who apply will be given preference over outside applicants if they are equally qualified, subject to the provisions of Article 16, Seniority, Layoff, Recall.
2. An Employee desiring assignment to a new or vacant position will submit the same application package required of external applicants to the Chief Academic Officer or designated representative.
3. An Employee not selected for a position will be notified of the decision at the time of the appointment. Upon request, the Employee may meet with the President or his/her designee to discuss the decision. A written summary of the conference will be provided upon the request of the Employee.

**g. Return to Employee Assignment**

1. An Employee who becomes an administrator and who desires to return to Employee status may do so within two (2) years of the effective date of assignment to the administrative position. That Employee will be entitled to exercise such rights as he/she may have had prior to such assignment, including seniority as defined in Article 16, Seniority, Layoff, Recall. Such seniority may be used in determining the order of a reduction in force under Article 16, Seniority, Layoff, Recall.
2. When the administrator does not return to Employee status within the two (2) year period, he/she will lose all rights, including seniority, he/she may have had under this or past Agreements.
3. If a vacancy is created by transfer of an Employee to an administrative position, the person hired to fill such vacancy shall be subject to layoff for a period of two (2) years, without application of the provisions of Article 16, Seniority, Layoff, Recall, if the administrator returns to Employee status.

## **h. Temporary Assignment**

A temporary assignment may be made by the Chief Academic Officer in cooperation with the affected Department Chairperson at which time a vacancy occurs due to an extended absence, resignation, transfer, dismissal, retirement, death, leave of absence or disability of an Employee, unless load may be met by an Employee subject to layoff who is highly qualified to teach the load. Part-time non-bargaining unit Faculty may fill a temporary vacancy for a maximum of two (2) consecutive semesters. Seniority rights under the contract will not be granted by virtue of a temporary assignment. A temporary assignment may be made by the Employer without posting or advertising for not more than two (2) semesters at which time the position will be posted as described in section 15.1.d.

## **ARTICLE 16 – SENIORITY, LAYOFF, RECALL**

### **16.1 Seniority**

- a. Seniority is defined as the length of time an Employee is in the bargaining unit since the date of hire. The date of hire is defined as the first day the Employee was scheduled to begin his/her employment responsibilities as a new or rehired Employee, except that a person who is hired into a permanent position immediately following a temporary hire will have his/her seniority begin with the starting date of the temporary hire.
- b. Employees who have the same date of hire will have their seniority ranking determined by a drawing in which the affected Employees participate. The drawing will be conducted jointly by representatives of the Employer and the Faculty Council. The drawing will be held within fourteen (14) calendar days after the affected Employees begin their employment.
- c. A seniority list of all Employees, including laid off Employees, will be developed by October 1 and revised by the Employer and Faculty Council annually and/or upon the employment of each new Employee, and will become Appendix C of this Agreement. If no objection to a seniority list is made within thirty (30) calendar days of delivery of a new or revised seniority list to the Faculty Council members, the seniority list shall be conclusive and binding as to the seniority of those Employees on the list.

### **16.2 Qualifications**

An Employee will be deemed highly qualified in a field of study if he/she has a Master's degree in that field or in a closely related field, experience and/or training in the workplace, eighteen (18) or more graduate credits in a closely related field, or experience having taught related courses for more than five (5) years.

### **16.3 Departments**

"Departments," for purposes of this Article, are defined in Article 8, Departmental Structure and Chairperson Responsibility, of this Agreement.

### **16.4 Program Elimination**

The Employer will provide six (6) months advance notice in writing of plans to eliminate a program or programs after prior consultation with the Faculty Council. In the event of program eliminations, the Employer is not required to include the program (and courses, if any) in the published schedule.

- a. Within a Department affected by a program elimination, the order of reduction or layoff will be non-bargaining unit personnel, provided there are Employees who are highly qualified for the assignment of the non-bargaining unit personnel, then Employees by reverse order of seniority in the Department, provided the remaining Employees in the Department are highly qualified to fill the positions and assignments remaining in the Department per the job description.



- b. For an Employee teaching in a Department of which he/she is not a full-time member, seniority in the Department shall be calculated by the number of semesters that the Employee has taught a course in the Department, divided by two (2) and rounded up to the nearest whole number. Seniority applies only to the course(s) taught in that Department or those courses of lower content.

## **16.5 Reduction in Force**

- a. The College and the Faculty Council have a mutual interest in averting an Employee reduction. Nevertheless, they recognize that due to substantial decrease in student enrollment or financial conditions, a reduction in force is deemed necessary by the College in its sole discretion. The following steps will be taken before any reduction:
  - 1. The College will determine the department in which the layoff shall occur.
  - 2. Non-bargaining personnel within the department will not be assigned courses, as long as any Employee is highly qualified (Article 16.2) to teach such course(es).
  - 3. The least senior Employee shall be assigned available load where highly qualified prior to overload determination within a department.
  - 4. If the Employee is highly qualified (Article 16.2), load shall be met by teaching in other departments before overload or non-bargaining personnel are assigned load.
  - 5. If only a partial load can be identified, the Employee is given the option to work as a part-time Employee as defined by Section 9.6.b or go into layoff status. If layoff status is chosen, partial load will be assigned as either overload to other highly qualified Employees or to non-bargaining personnel (Article 3).
- b. For an Employee teaching in a Department of which he/she is not a full-time member, seniority in the Department shall be calculated by the number of semesters that the Employee has taught a course(s) in the Department, divided by two (2) and rounded up to the nearest whole number. Seniority applies only to the course(s) taught in that Department or those courses of lower content.

## **16.6 Notification**

No reduction (assigned a load less than full load but not less than eight (8) equated hours) or layoff (assigned a load below eight (8) equated hours) will take place without prior consultation with the Faculty Council. An Employee will not be reduced by more than one-third (1/3) of his/her prior semester load, excluding overload, or laid off without sixty (60) calendar days prior written notice for second semester and ninety (90) calendar days prior written notice for fall semester.

## **16.7 Recall**

- a. Employees, in the reverse order of reduction or layoff, will be offered any vacancy or opening for which they are highly qualified by experience and/or training in departments in which they have been assigned or have taught.

- b. In the event of recall from layoff, the Employer will notify a laid-off Employee of recall by registered letter at his/her last known address.
- c. It will be the responsibility of each Employee to notify the Employer of any change of address by registered letter. The Employee's address as it appears on the Employer's records will be conclusive when used in connection with layoffs, recall, or other notice to an Employee.
- d. A laid off Employee will have fifteen (15) calendar days from the post office registration date of the letter to notify the Employer of his/her intent to return and must be able to return within thirty (30) calendar days of said notification.
- e. Upon his/her return, each Employee will be granted the same status regarding salary and fringe benefits that were his/hers at the time of layoff. Advanced training acquired during such release will apply toward placement on the salary schedule.

## **16.8 Recall for Less Than Full-Time Employees**

- a. In the event an Employee is assigned less than a full load, but not less than eight (8) equated hours, the Employee will at his/her written request be unassigned and placed on the recall list provided the request is made within five (5) calendar days of the end of late registration. An Employee who exercises this option may be required to meet his/her assignment for the next two (2) full instructional weeks following the date the written request is received. The recall period for an Employee who exercises this option is one (1) year from the first day of the semester during which the request is made.
- b. If an Employee who is on the recall list refuses a recall to a position which is not a reduction of his/her last semester's work assignment, and which commences at the beginning of an academic year, and the notice of recall is made at least thirty (30) days prior to the beginning of that academic year, and unless the inability to return is because of health reasons, that Employee will be removed from the recall list and will be considered to have voluntarily terminated his/her employment.
- c. The length of the recall period for non-probationary Employees, unless otherwise provided, will be the number of years of service as an Employee up to seven (7) years. It is understood that the layoff period for the purpose of recall will begin the first day of the first semester (exclusive of summer school or mini-semesters) following the notification of layoff. This provision applies to all Employees currently on layoff. All rights to recall are lost in the event the Employee is not recalled within the aforementioned period.
- d. The published schedule of courses will, for each Faculty not on layoff, include the Faculty's name and will reflect a load at least equal to the established minimum full-time load.
- e. The published schedule of courses will, for each Faculty notified of layoff, reflect a minimum full-time load or a load as great as the prior semester's actual load, whichever is less. The load may be scheduled with a "staff" designation. It shall be the sole discretion of the College President to determine if any of these scheduled courses will be taught.

## **16.9 Insurance**

Laid-off Employees will be provided twelve (12) months hospital/medical insurance which will start after the expiration of the hospital/medical insurance provided to the Employee during his/her employment. The insurance shall be as available to the Employee prior to the layoff and according to Article 12, Employee Benefits. The benefit may be provided through the terms of the insurance coverage obtained for Employees or by the Employer, or through a combination of both. This paragraph is subject to the rules and regulations of the insurance carrier.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

### **17.1 Definition**

A grievance is a claim by an Employee or the Faculty Council that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement by the Employer. A grievance may include a claim that College Policy conflicts with this Agreement. A grievance may be processed as provided in this Article.

### **17.2 Purpose**

The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing herein will be construed as limiting the right of any Employee with a problem to discuss the matter informally with the appropriate member of the administration.

### **17.3 Process**

The Faculty Council will establish a grievance committee and will process grievances of Employees in the following manner:

#### **a. Step One (Verbal)**

A grievance will be discussed with the appropriate administrator within fourteen (14) calendar days of the alleged violation with the objective of resolving the matter. If an issue is made known to the Faculty Council and the Employer outside of the fourteen (14) days and is deemed of reasonable merit, then the Faculty Council and College will assemble mutual gains dialogue to determine how to proceed in a manner to best reconcile the situation.

#### **b. Step Two (Written)**

In the event the matter is not resolved in Step One, the grievance may be submitted in writing on the official “Grievance Report Form,” Appendix GR, to that administrator in Step One within fourteen (14) calendar days following the verbal discussion in Step One.

1. A written grievance may be presented by:
  - i. An Employee accompanied by a Faculty Council representative.
  - ii. A Faculty Council representative if the Employee so requests.
  - iii. A Faculty Council representative in the name of the Faculty Council.
2. A written grievance must be specific. An Employee involved in a grievance must sign it. The grievance must contain a statement of the facts upon which the grievance is based and the remedy requested.

3. Within fourteen (14) calendar days after receiving a written grievance, the administrator must present a decision, with supporting reasons, in writing and provide one copy to the Employee(s) and two copies to the Faculty Council Grievance Committee.
4. In the event the President is the immediate supervisor, this Step Two shall not apply and the grievance shall be advanced from Step One to Step Three if the Faculty Council chooses to do so.

**c. Step Three (President)**

1. If the grievant is not satisfied with the decision in Step Two, or Step One in the case where the President is the immediate supervisor, the Faculty Council Grievance Committee will determine whether or not there is a legitimate grievance.
2. Should the committee decide that no valid grievance exists, the Faculty Council processing of the grievance will be dismissed by written notice (copy to grievant and President), with the Faculty Council not being obligated to provide any assistance to the Employee, including legal and/or financial; however, the grievant may continue the grievance only through Step Three (President).
3. If the grievance is not dismissed by the Faculty Council, the Grievance Report Form will be submitted to the President with a Statement of Intention attached within fourteen (14) calendar days of receipt of the written answer in Step Two, or Step One when the President is the immediate supervisor.
4. The President will meet with the Faculty Council Grievance Committee within fourteen (14) calendar days of receiving the written grievance and attached statement.
5. The President will issue a written decision, with supporting reasons, within fourteen (14) calendar days of the meeting. One (1) copy of the decision shall be sent to the Employee(s) and two (2) copies to the Faculty Council.

**d. Step Four (Arbitration)**

1. If the Faculty Council is not satisfied with the disposition of the grievance at Step Three or the Step Three-time limits expire without a written response from the President, then only the Faculty Council may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association which will act as administrator of the proceedings.
2. If a Demand for Arbitration is not filed within thirty (30) calendar days of the date of disposition of the grievance at Step Three or the date the Step Three-time limit expires without a written response, whichever date is later, then the grievance will be deemed withdrawn.

3. Neither party will be permitted to assert any grounds or evidence at arbitration that was not previously disclosed to the other party.
4. The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his/her award such financial reimbursements as he/she judges to be proper. Each party will bear the full costs for its side of the arbitration and will pay one half (1/2) of the costs of the arbitrator.

#### **17.4 Rights to Representation**

When an Employee is not represented by the Faculty Council, the Faculty Council will have the right to be present and to state its views at all stages of the grievance process.

#### **17.5 Miscellaneous**

- a. A grievance may be withdrawn at Steps One through Three without prejudice. A grievance withdrawn at Step Four, after the selection of the Arbitrator, shall be with prejudice.
- b. No reprisals will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- c. All documents, communications, and records dealing with a grievance will be filed separately from the personnel files of the participants.
- d. The number of days indicated at each step should be considered a maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

## **ARTICLE 18 – REPRISAL CLAUSE**

The parties hereby expressly agree that there shall be no reprisals, loss of pay, disciplinary action of any kind or nature whatsoever, or any penalties imposed upon the other, their members or Employer as a result of any acts or actions which occurred or took place during the bargaining process leading to this Agreement.

## ARTICLE 19 – DURATION

This Agreement will be effective as of JULY 1, 2022, and will continue in effect through JUNE 30, 2026. This Agreement will expire at the expiration date indicated unless it is extended for a specific period or periods by mutual written agreement of the parties.

### FACULTY COUNCIL:

\_\_\_\_\_, Faculty Council President, Matthew G. Bedard

\_\_\_\_\_, Negotiator, Timothy M. Kuehnlein, Jr.

\_\_\_\_\_, Negotiator, Todd S. Artley

\_\_\_\_\_, Negotiator, Roy W. Smith

\_\_\_\_\_, UniServ Director, Deborah K. Larson

As ratified on \_\_\_\_\_, 2022

### BOARD OF TRUSTEES:

\_\_\_\_\_, Chairman of the Board, John Briggs

\_\_\_\_\_, President, Donald C. MacMaster

\_\_\_\_\_, Negotiator, Richard L. Sutherland

\_\_\_\_\_, Negotiator, Carolyn A. Daoust

\_\_\_\_\_, Negotiator, Steven L. Fosgard

\_\_\_\_\_, Negotiator, Nicholas J. Brege

\_\_\_\_\_, Attorney, Karen J. Bennett

As ratified on \_\_\_\_\_, 2022



## ARTICLE 19 – DURATION SIGNATURES

This Agreement will be effective as of JULY 1, 2022, and will continue in effect through JUNE 30, 2026. This Agreement will expire at the expiration date indicated unless it is extended for a specific period or periods by mutual written agreement of the parties.

### FACULTY COUNCIL:

Matthew G. Bedard, Faculty Council President, Matthew G. Bedard

Timothy M. Kuehnlein, Jr., Negotiator, Timothy M. Kuehnlein, Jr.

Todd S. Artley, Negotiator, Todd S. Artley

Roy W. Smith, Negotiator, Roy W. Smith

Deborah K. Larson, UniServ Director, Deborah K. Larson

As ratified on June 16, 2022

### BOARD OF TRUSTEES:

John E. Briggs, Chairman of the Board, John Briggs

Donald C. MacMaster, President, Donald C. MacMaster

Richard L. Sutherland, Negotiator, Richard L. Sutherland

Carolyn A. Daoust, Negotiator, Carolyn A. Daoust

Steven L. Fosgard, Negotiator, Steven L. Fosgard

Nicholas J. Brege, Negotiator, Nicholas J. Brege

Karen J. Bennett, Attorney, Karen J. Bennett

As ratified on June 16, 2022

## APPENDIX AC – ACADEMIC CALENDAR

### ACADEMIC CALENDAR - FALL 2022

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	22-26	<b>Orientation/Advising/Registration</b>	5 days	
1 <sup>st</sup> Week	29-Sept 2	Classes begin (August 29)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	5-9	<b>Labor Day (September 5)</b>		4 days
3 <sup>rd</sup>	12-16			5 days
4 <sup>th</sup>	19-23			5 days
5 <sup>th</sup>	26-30			5 days
<b>October</b>				
6 <sup>th</sup> Week	3-7			5 days
7 <sup>th</sup>	10-14			5 days
8 <sup>th</sup>	17-21	Open House (October 21)		5 days
9 <sup>th</sup>	24-28			5 days
10 <sup>th</sup>	31-Nov 4	Orientation/Advising Day (November 2)	1 day	4 days
<b>November</b>				
11 <sup>th</sup> Week	7-11			5 days
12 <sup>th</sup>	14-18	<b>Fall Break (November 15)</b>		4 days
13 <sup>th</sup>	21-25	<b>Thanksgiving (November 24-25)</b>		3 days
14 <sup>th</sup>	28-Dec 2			5 days
<b>December</b>				
15 <sup>th</sup> Week	5-9			5 days
16 <sup>th</sup>	12-15	Final Instruction Week (blocks)		4 days
	19	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SPRING 2023

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>January</b>				
Start-up	9-13	<b>Orientation/Advising/Registration</b>	5 days	
1 <sup>st</sup> Week	16-20	Classes begin (January 16)		5 days
2 <sup>nd</sup>	23-27			5 days
3 <sup>rd</sup>	30-Feb 3			5 days
<b>February</b>				
4 <sup>th</sup> Week	6-10			5 days
5 <sup>th</sup>	13-17			5 days
6 <sup>th</sup>	20-24			5 days
7 <sup>th</sup>	27-March 3			5 days
<b>March</b>				
8 <sup>th</sup> Week	6-10			5 days
9 <sup>th</sup>	13-17			5 days
	20-24	<b>Spring Break (March 20-24)</b>		
10 <sup>th</sup>	27-31	Advising/Registration (March 29) or based on regional K-12 schedule determined in previous August	1 day	4 days
<b>April</b>				
11 <sup>th</sup> Week	3-7	<b>Easter Break (April 7)</b>		4 days
12 <sup>th</sup>	10-14	<b>Easter Break (April 10-11)</b>		3 days
13 <sup>th</sup>	17-21			5 days
14 <sup>th</sup>	24-28			5 days
<b>May</b>				
15 <sup>th</sup> Week	1-5			5 days
16 <sup>th</sup>	8-11	Final Instruction Week (blocks)/ Graduation (May 11)	1 day	3 days
	15	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			7.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>81.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SUMMER 2023

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	22-26	1 <sup>st</sup> 6/12 week classes begin (May 22)		5 days
2 <sup>nd</sup>	29-June 2	<b>Memorial Day (May 29)</b>		4 days
<b>June</b>				
3 <sup>rd</sup> Week	5-9			5 days
4 <sup>th</sup>	12-16	Advising/Registration (June 13-14)		5 days
5 <sup>th</sup>	19-23			5 days
6 <sup>th</sup>	26-30			5 days
<b>July</b>				
7 <sup>th</sup> Week	3-7	<b>4<sup>th</sup> of July</b>		4 days
		2 <sup>nd</sup> 6 week classes begin (July 3)		
		1 <sup>st</sup> 6 week grades due (Noon July 3)		
8 <sup>th</sup>	10-14	Advising/Registration (July 12-13)		5 days
9 <sup>th</sup>	17-21			5 days
10 <sup>th</sup>	24-28			5 days
11 <sup>th</sup>	31-August 4			5 days
<b>August</b>				
12 <sup>th</sup> Week	7-11			5 days
	14	2 <sup>nd</sup> 6/12 week grades due (Noon August 14)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	58 days
				<b>11-M</b>
				<b>11-T</b>
				<b>12-W</b>
				<b>12-H</b>
				<b>12-F</b>
			<b>58.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - FALL 2023

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	21-25	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	28-Sept 1	Classes begin (August 28)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	4-8	<b>Labor Day (September 4)</b>		4 days
3 <sup>rd</sup>	11-15			5 days
4 <sup>th</sup>	18-22			5 days
5 <sup>th</sup>	25-29			5 days
<b>October</b>				
6 <sup>th</sup> Week	2-6			5 days
7 <sup>th</sup>	9-13			5 days
8 <sup>th</sup>	16-20	Open House (October 20 – Inst. Day)		5 days
9 <sup>th</sup>	23-27			5 days
10 <sup>th</sup>	30-Nov 3	Advising/Registration (October 31)	1 day	4 days
<b>November</b>				
11 <sup>th</sup> Week	6-10			5 days
12 <sup>th</sup>	13-17	<b>Fall Break (November 15)</b>		4 days
13 <sup>th</sup>	20-24	<b>Thanksgiving (November 23-24)</b>		3 days
14 <sup>th</sup>	27-Dec 1			5 days
<b>December</b>				
15 <sup>th</sup> Week	4-8			5 days
16 <sup>th</sup>	11-14	Final Instruction Week (blocks)		4 days
	18	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SPRING 2024

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>January</b>				
Start-up	8-12	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	15-19	Classes begin (January 15)		5 days
2 <sup>nd</sup>	22-26			5 days
3 <sup>rd</sup>	29-Feb 2			5 days
<b>February</b>				
4 <sup>th</sup> Week	5-9			5 days
5 <sup>th</sup>	12-16			5 days
6 <sup>th</sup>	19-23			5 days
7 <sup>th</sup>	26-March 1			5 days
<b>March</b>				
8 <sup>th</sup> Week	4-8			5 days
9 <sup>th</sup>	11-15			5 days
	18-22	<b>Spring Break (March 18-22)</b>		
10 <sup>th</sup>	25-29	<b>Easter Break (March 29)</b>		4 days
<b>April</b>				
11 <sup>th</sup> Week	1-5	<b>Easter Break (April 1-2)</b> Advising/Registration (April 3) or based on regional K-12 schedule determined in previous August	1 day	2 days
12 <sup>th</sup>	8-12			5 days
13 <sup>th</sup>	15-19			5 days
14 <sup>th</sup>	22-26			5 days
15 <sup>th</sup>	29-May 3			5 days
<b>May</b>				
16 <sup>th</sup> Week	6-9	Final Instruction Week (blocks)/ Graduation (May 9)	1 day	3 days
	13	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b> 7.5 days	<b>instructional</b> 74 days <b>30-15M/15W</b> <b>30-15T/15H</b> <b>14-F</b>

## ACADEMIC CALENDAR - SUMMER 2024

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	20-24	1 <sup>st</sup> 6/12 week classes begin (May 20)		5 days
2 <sup>nd</sup>	27-21	<b>Memorial Day (May 27)</b>		4 days
<b>June</b>				
3 <sup>rd</sup> Week	3-7			5 days
4 <sup>th</sup>	10-14	Advising/Registration (June 11-12)		5 days
5 <sup>th</sup>	17-21			5 days
6 <sup>th</sup>	24-28			5 days
<b>July</b>				
7 <sup>th</sup> Week	1-5	<b>4<sup>th</sup> of July</b>		4 days
		2 <sup>nd</sup> 6 week classes begin (July 1)		
		1 <sup>st</sup> 6 week grades due (Noon July 1)		
8 <sup>th</sup>	8-12	Advising/Registration (July 10-11)		5 days
9 <sup>th</sup>	15-19			5 days
10 <sup>th</sup>	22-26			5 days
11 <sup>th</sup>	29-August 2			5 days
<b>August</b>				
12 <sup>th</sup> Week	5-9			5 days
	12	2 <sup>nd</sup> 6/12 week courses due (Noon August 12)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	58 days
				<b>11-M</b>
				<b>12-T</b>
				<b>12-W</b>
				<b>11-H</b>
				<b>12-F</b>
			<b>58.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - FALL 2024

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	19-23	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	26-30	Classes begin (August 26)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	2-6	<b>Labor Day (September 2)</b>		4 days
3 <sup>rd</sup>	9-13			5 days
4 <sup>th</sup>	16-20			5 days
5 <sup>th</sup>	23-27			5 days
6 <sup>th</sup>	30-Oct 4			5 days
<b>October</b>				
7 <sup>th</sup> Week	7-11			5 days
8 <sup>th</sup>	14-18	Open House (October 18 – Inst. Day)		5 days
9 <sup>th</sup>	21-25			5 days
10 <sup>th</sup>	28-Nov 1	Advising/Registration (October 30)	1 day	4 days
<b>November</b>				
11 <sup>th</sup> Week	4-8			5 days
12 <sup>th</sup>	11-15	<b>Fall Break (November 15)</b>		4 days
13 <sup>th</sup>	18-22			5 days
14 <sup>th</sup>	25-29	<b>Thanksgiving (November 28-29)</b>		3 days
<b>December</b>				
15 <sup>th</sup> Week	2-6			5 days
16 <sup>th</sup>	9-12	Final Instruction Week (blocks)		4 days
	16	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-15M/15W</b>
				<b>31-16T/15H</b>
				<b>13-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	



## ACADEMIC CALENDAR - SPRING 2025

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>January</b>				
Start-up	6-10	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	13-17	Classes begin (January 13)		5 days
2 <sup>nd</sup>	20-24			5 days
3 <sup>rd</sup>	27-31			5 days
<b>February</b>				
4 <sup>th</sup> Week	3-7			5 days
5 <sup>th</sup>	10-14			5 days
6 <sup>th</sup>	17-21			5 days
7 <sup>th</sup>	24-28			5 days
<b>March</b>				
8 <sup>th</sup> Week	3-7			5 days
	10-14	<b>Spring Break (March 10-14)</b>		
9 <sup>th</sup>	17-21			5 days
10 <sup>th</sup>	24-28	Advising/Registration (March 26) or based on regional K-12 schedule determined in previous August	1 day	4 days
11 <sup>th</sup>	31-April 4			5 days
<b>April</b>				
12 <sup>th</sup> Week	7-11			5 days
13 <sup>th</sup>	14-18	<b>Easter Break (April 18)</b>		4 days
14 <sup>th</sup>	21-25	<b>Easter Break (April 21-22)</b>		3 days
15 <sup>th</sup>	28-May 2			5 days
<b>May</b>				
16 <sup>th</sup> Week	5-8	Final Instruction Week (blocks)/ Graduation (May 8)	1 day	3 days
	12	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b> 7.5 days	<b>instructional</b> 74 days <b>30-15M/15W</b> <b>30-15T/15H</b> <b>14-F</b>
			<b>81.5</b> <b>TOTAL</b> <b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SUMMER 2025

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	19-23	1 <sup>st</sup> 6/12 week classes begin (May 19)		5 days
2 <sup>nd</sup>	26-30	<b>Memorial Day (May 26)</b>		4 days
<b>June</b>				
3 <sup>rd</sup> Week	2-6			5 days
4 <sup>th</sup>	9-13	Advising/Registration (June 10-11)		5 days
5 <sup>th</sup>	16-20			5 days
6 <sup>th</sup>	23-27			5 days
7 <sup>th</sup> Week	30-July 4	<b>4<sup>th</sup> of July</b> 2 <sup>nd</sup> 6 week classes begin (June 30) 1 <sup>st</sup> 6 week grades due (Noon June 30)		4 days
<b>July</b>				
8 <sup>th</sup> Week	7-11	Advising/Registration (July 9-10)		5 days
9 <sup>th</sup>	14-18			5 days
10 <sup>th</sup>	21-25			5 days
11 <sup>th</sup>	28-August 1			5 days
<b>August</b>				
12 <sup>th</sup> Week	4-8			5 days
	11	2 <sup>nd</sup> 6/12 week grades due (Noon August 11)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	58 days
				<b>11-M</b>
				<b>12-T</b>
				<b>12-W</b>
				<b>12-H</b>
				<b>11-F</b>
			<b>58.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - FALL 2025

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	18-22	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	25-29	Classes begin (August 25)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	1-5	<b>Labor Day (September 1)</b>		4 days
3 <sup>rd</sup>	8-12			5 days
4 <sup>th</sup>	15-19			5 days
5 <sup>th</sup>	22-26			5 days
6 <sup>th</sup>	29-Oct 3			5 days
<b>October</b>				
7 <sup>th</sup> Week	6-10			5 days
8 <sup>th</sup>	13-17	Open House (October 10 – Inst. Day)		5 days
9 <sup>th</sup>	20-24			5 days
10 <sup>th</sup>	27-31	Advising/Registration (October 28)	1 day	4 days
<b>November</b>				
11 <sup>th</sup> Week	3-7			5 days
12 <sup>th</sup>	10-14			5 days
13 <sup>th</sup>	17-21	<b>Fall Break (November 17)</b>		4 days
14 <sup>th</sup>	24-28	<b>Thanksgiving (November 27-28)</b>		3 days
<b>December</b>				
15 <sup>th</sup> Week	1-5			5 days
16 <sup>th</sup>	8-11	Final Instruction Week (blocks)		4 days
	15	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-14M/16W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SPRING 2026

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>January</b>				
Start-up	5-9	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	12-16	Classes begin (January 12)		5 days
2 <sup>nd</sup>	19-23			5 days
3 <sup>rd</sup>	26-30			5 days
<b>February</b>				
4 <sup>th</sup> Week	2-6			5 days
5 <sup>th</sup>	9-13			5 days
6 <sup>th</sup>	16-20			5 days
7 <sup>th</sup>	23-27			5 days
<b>March</b>				
8 <sup>th</sup> Week	2-6			5 days
	9-13	<b>Spring Break (March 9-13)</b>		
9 <sup>th</sup>	16-20			5 days
10 <sup>th</sup>	23-27	Advising/Registration (March 25) or based on regional K-12 schedule determined in previous August	1 day	4 days
11 <sup>th</sup>	30-April 3	<b>Easter Break (April 3)</b>		4 days
<b>April</b>				
12 <sup>th</sup>	6-10	<b>Easter Break (April 6-7)</b>		3 days
13 <sup>th</sup>	13-17			5 days
14 <sup>th</sup>	20-24			5 days
15 <sup>th</sup>	27-May 1			
<b>May</b>				
16 <sup>th</sup>	4-7	Final Instruction Week (blocks)/ Graduation (May 7)	1 day	3 days
	11	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			7.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>81.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SUMMER 2026

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	18-22	1 <sup>st</sup> 6/12 week classes begin (May 18)		5 days
2 <sup>nd</sup>	25-29	<b>Memorial Day (May 25)</b>		4 days
<b>June</b>				
3 <sup>rd</sup> Week	1-5			5 days
4 <sup>th</sup>	8-12	Advising/Registration (June 9-10)		5 days
5 <sup>th</sup>	15-19			5 days
6 <sup>th</sup>	22-26			5 days
7 <sup>th</sup>	29-July 3			5 days
		1 <sup>st</sup> 6 week grades due (Noon June 29)		
		2 <sup>nd</sup> 6 week classes begin (June 29)		
<b>July</b>				
8 <sup>th</sup> Week	6-10	Advising/Registration (July 8-9)		5 days
9 <sup>th</sup>	13-17			5 days
10 <sup>th</sup>	20-24			5 days
11 <sup>th</sup>	27-31			5 days
<b>August</b>				
12 <sup>th</sup> Week	3-7			5 days
	10	2 <sup>nd</sup> 6/12 week grades due (Noon August 10)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	59 days
				<b>11-M</b>
				<b>12-T</b>
				<b>12-W</b>
				<b>12-H</b>
				<b>12-F</b>
			<b>59.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

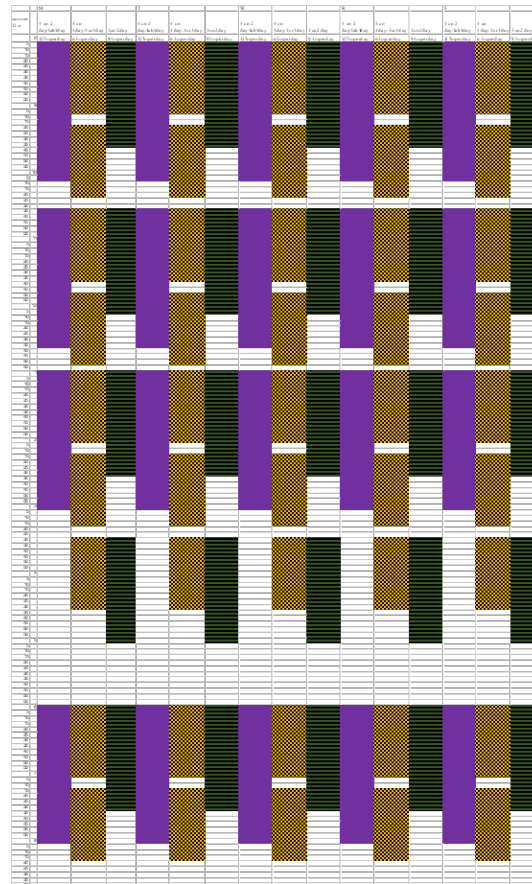
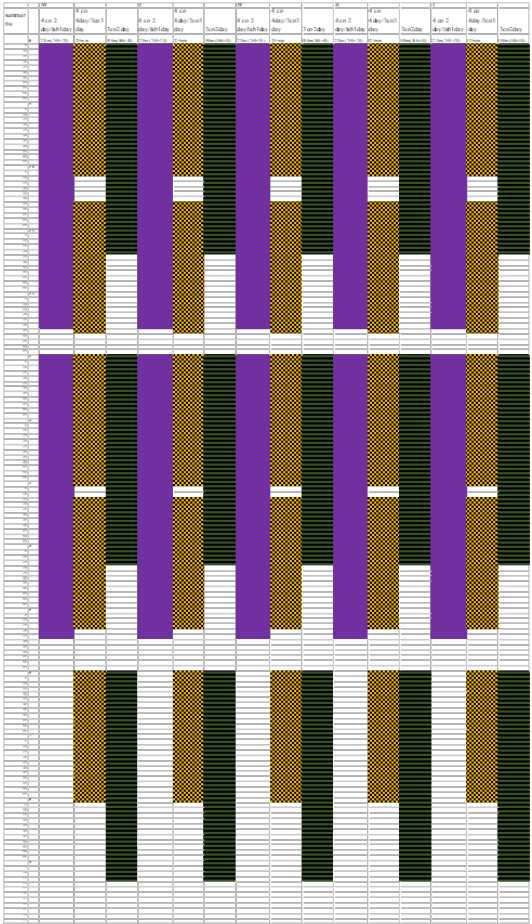
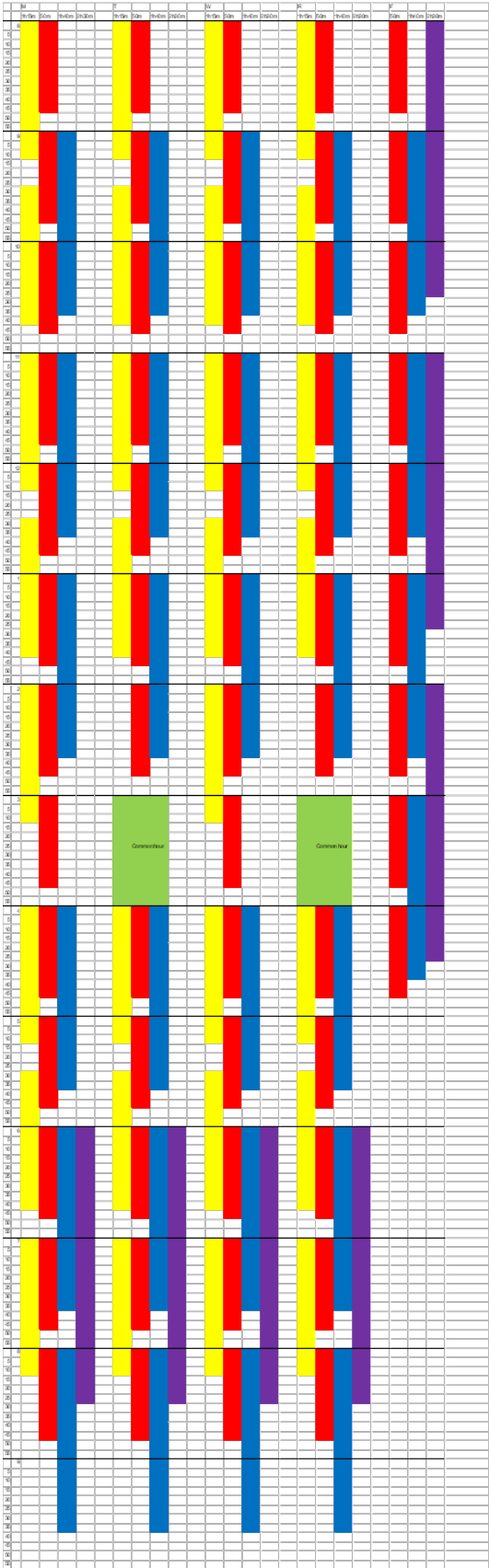
## ACADEMIC CALENDAR - FALL 2026

Notes: Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes. Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	24-28	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	31-Sept 4	Classes begin (August 31)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	7-11	<b>Labor Day (September 7)</b>		4 days
3 <sup>rd</sup>	14-18			5 days
4 <sup>th</sup>	21-25			5 days
5 <sup>th</sup>	28-Oct 2			5 days
<b>October</b>				
6 <sup>th</sup> Week	5-9			5 days
7 <sup>th</sup>	12-16	Open House (October 16 – Inst. Day)		5 days
8 <sup>th</sup>	19-23			5 days
9 <sup>th</sup>	26-30			5 days
<b>November</b>				
10 <sup>th</sup> Week	2-6	Advising/Registration (November 3)	1 day	4 days
11 <sup>th</sup>	9-13			5 days
12 <sup>th</sup>	16-20	<b>Fall Break (November 16)</b>		4 days
13 <sup>th</sup>	23-27	<b>Thanksgiving (November 26-27)</b>		3 days
14 <sup>th</sup>	30-Dec 4			5 days
<b>December</b>				
15 <sup>th</sup> Week	7-11			5 days
16 <sup>th</sup>	14-17	Final Instruction Week (blocks)		4 days
	21	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-14M/16W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

APPENDIX SM – SCHEDULE MATRIX (Fall & Spring, 6-12 Week Summer)

Legible documents are available on ACC’s Staff Website (SharePoint)

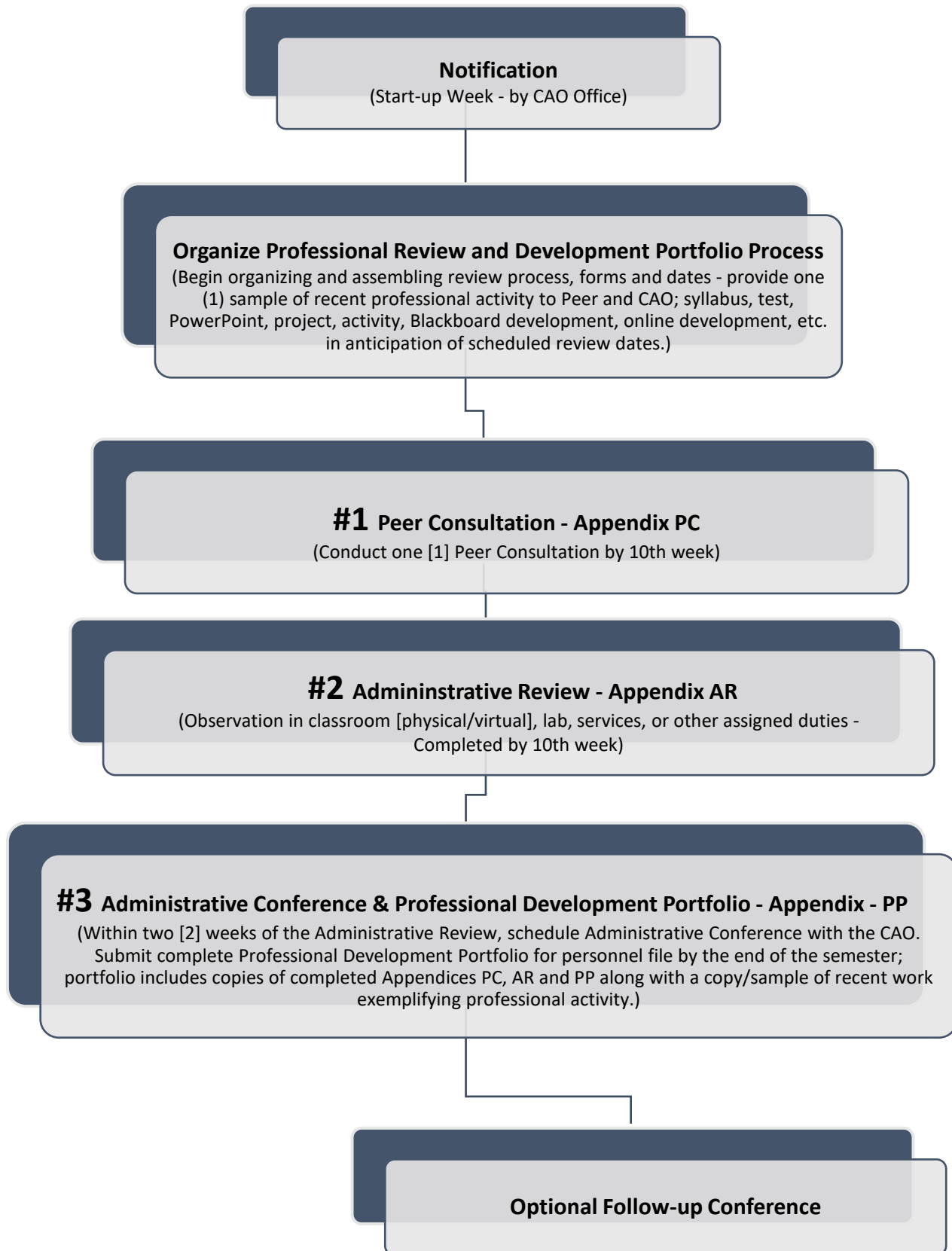


## APPENDIX SB – SCHEDULE BUILD (Timeline)

Who	What	Deadlines for Fall & Summer Schedule Development	Deadlines for Spring Schedule Development
Registrar VP of Instruction	<b>Distribute Academic Calendar</b> Define calendar dates for terms (Start-up, start/end dates for terms, holidays, instruction days, work days, etc.).	Oct 1	March 1
Office of Information Technology	<b>Copy the tentative schedule in Ellucian</b> Make available to Office of VP for Instruction	Nov 1	April 1
VP of Instruction Department Chairs	<b><u>SCHEDULE REVISIONS</u></b>  Review previous year/semester schedule for needed revisions accounting for appropriate number of sections and offerings in proposed schedule based on current needs; cross-referencing for conflicts as much as possible. Changes must be submitted on Course Authorization Form	Nov 1- Dec 1	April 1- May 1
VP of Instruction	<b><u>SCHEDULE DRAFT to Chairs</u></b>	January Start-up	August Start-up
Department Chairs	<b><u>FINAL EDITS to SCHEDULE DRAFT</u></b>  Changes must be submitted on Course Authorization Form	Feb 1	Aug 15
Facilities Management VP of Instruction	<b>Import schedule into ESRM</b> <b>Resolve room conflicts</b>	Feb 8- Registration	August 24 - Registration
VP of Instruction Department Chairs	<b>Schedule goes public via Self Service – correct errors as needed asap</b>	<b>First Week of March</b>	<b>First Week of October</b>
	<b>Orientation, Advising and Registration begins</b>	<b>Last Week of March</b>	<b>Last Week of October</b>



## APPENDIX PP – PROFESSIONAL DEVELOPMENT PORTFOLIO (Process and Form)



## PROFESSIONAL PORTFOLIO FORM (Pg. 1 of 2)

### Directions:

The Employee completes the form after the Peer Consultation and Administrative Review/Conference. A copy is submitted to the Department Chair and Chief Academic Officer along with one (1) Peer Consultation (Appendix PC) per Article 10.

Develop  
Satisfactory  
Strength

A.	Instruction/Advising (e.g., experiences in classroom, advising, etc.)			
1.	Creates a climate conducive to learning			
2.	Communicates effectively with students: is appropriate, provides clear explanations, informs students of progress in a timely manner			
3.	Meets as scheduled, including beginning and ending class on time or maintains hours of service as scheduled within the department			
4.	Schedules and maintains posted office or scheduled service hours to advise students on an individual basis and to respond to students' needs			
5.	Teaches courses or provides services consistent with college catalog/curriculum			
6.	Uses effective methods of presentation			

Comments:

B.	Assessment of Student Learning (e.g., grading rubrics, examples of student portfolios)			
1.	Provides evidence of integration of student outcomes and appropriate assessment measures employing multiple measures			
2.	Evaluates students to measure progress towards mastery of educational outcomes			

Comments:

C.	Maintenance of Curriculum (e.g., accomplishments in curriculum development, review/revisions, etc.)			
1.	Develops course syllabi, when applicable, which meets appropriate college/discipline standards and requirements			
2.	Course objectives, core competencies and course outlines are consistent			

Comments:

D.	Shared Governance (e.g., committees, departmental participation, student advisor, etc.)			
1.	Displays behavior consistent with professional ethics			
2.	Participates in departmental, campus and college activities			
3.	Works cooperatively with colleagues and staff			
4.	Identifies and deals constructively with areas in which improvement is needed			
5.	Works collaboratively with other department members to assume equitable share of department responsibilities			
6.	Accepts and fulfills primary responsibilities and duties as part of contractual duties			

Comments:

E.	Professional Development (e.g., professional memberships, conferences/presentation/publications, etc.)			
1.	Demonstrates discipline specific skills and knowledge			
2.	Utilizes appropriate materials that assist students in meeting educational outcomes			
3.	Pursues opportunities for professional growth and development			
4.	Maintains appropriate appearance			

Comments:

## PROFESSIONAL PORTFOLIO (Pg. 2 of 2)

Summary/Insights from Peer/Administrative Reviews

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Summary/Insights from Student Opinion Surveys (as collected since last review)

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Comments of Overall Professional Engagements and Development Achievements

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Self-Recommended Professional Development Plans

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Signature (Employee)

Date

## APPENDIX PC – PEER CONSULTATION FORMS

### PEER CONSULTATION FORM (Pg. 1 of 2)

#### Directions:

In advance of the scheduled review, the Employee provide to the Peer Consultant a copy of the appropriate peer consultation form along with samples specified in the Professional Development Portfolio, per Article 10. The Peer Consultant completes the form after review and consults with the Employee within two (2) weeks. Signed copy goes to the Employee within two (2) weeks

Develop  
Satisfactory  
Strength

<b>A.</b>	<b>Instruction/Advising (e.g., experiences in classroom, advising, etc.)</b>			
1.	Creates a climate conducive to learning			
2.	Communicates effectively with students: is appropriate, provides clear explanations, informs students of progress in a timely manner			
3.	Meets as scheduled, including beginning and ending class on time or maintains hours of service as scheduled within the department			
4.	Schedules and maintains posted office or scheduled service hours to advise students on an individual basis and to respond to students' needs			
5.	Teaches courses or provides services consistent with college catalog/curriculum			
6.	Uses effective methods of presentation			

Comments:

<b>B.</b>	<b>Assessment of Student Learning (e.g., grading rubrics, examples of student portfolios)</b>			
1.	Provides evidence of integration of student outcomes and a appropriate assessment measures employing multiple measures			
2.	Evaluates students to measure progress towards mastery of educational outcomes			

Comments:

<b>C.</b>	<b>Maintenance of Curriculum (e.g., accomplishments in curriculum development, review/revisions, etc.)</b>			
1.	Develops course syllabi, when applicable, which meets a appropriate college/discipline standards and requirements			
2.	Course objectives, core competencies and course outlines are consistent			

Comments:

<b>D.</b>	<b>Shared Governance (e.g., committees, departmental participation, student advisor, etc.)</b>			
1.	Displays behavior consistent with professional ethics			
2.	Participates in departmental, campus and college activities			
3.	Works cooperatively with colleagues and staff			
4.	Identifies and deals constructively with areas in which improvement is needed			
5.	Works collaboratively with other department members to assume equitable share of department responsibilities			
6.	Accepts and fulfills primary responsibilities and duties as part of contractual duties			

Comments:

<b>E.</b>	<b>Professional Development (e.g., professional memberships, conferences/presentation/publications, etc.)</b>			
1.	Demonstrates discipline specific skills and knowledge			
2.	Utilizes appropriate materials that assist students in meeting educational outcomes			
3.	Pursues opportunities for professional growth and development			
4.	Maintains a appropriate appearance			

Comments:

## PEER CONSULTATION FORM (Pg. 2 of 2)

Summary Observations of Reviewer/Evaluator

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Recommended Professional Development Activities

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Signature (Peer Consultant)

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Date

Response by Employee

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Signature (Employee)

\_\_\_\_\_  
Date

**A copy of this form should be retained by both the Employee and the Peer Consultant upon completion of the consultation. A copy will be included by the Employee in the final Professional Development Portfolio submission to the Chief Academic Officer and Department Chairperson.**

## REVERSE PEER CONSULTATION FORM - (Pg. 1 of 2)

Directions: As part of a scheduled consultation, the Employee observes the Peer Mentor in professional engagement activities and then completes the following form within two (2) weeks.

**Based on the following areas, what insights have you as the Employee under review gained for professional development by observing/consulting with your Peer Mentor?**

### A. Teaching

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### B. Assessment of Student Learning

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### C. Maintenance of Curriculum

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### D. Shared Governance

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### E. Professional Development

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## REVERSE PEER CONSULTATION FORM – OPTIONAL (Pg. 2 of 2)

General Summary Observations

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Recommended Professional Development Activities as a Result of  
Observations/Mentoring

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Signature (Employee)

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Date

Comments by Peer Mentor

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\_\_\_\_\_  
Signature (Peer Mentor)

\_\_\_\_\_  
Date

**A copy of this form should be retained by both the Employee and the Peer Mentor upon completion of the consultation. A copy will be included by the Employee in the final Professional Development Portfolio submission to the Chief Academic Officer and Department Chairperson.**

## APPENDIX AR – Administrative Review (Forms)/Conference/Guidelines

### ADMINISTRATIVE REVIEW FORM (Pg. 1 of 3)

#### Directions:

In advance of the scheduled review, the Employee provides to the Chief Academic Officer a copy of the appropriate sample specified for the Professional Development Portfolio, per Article 10. The Chief Academic Officer completes this form upon review of the Employee and engages a conference with the Employee within two (2) weeks. A signed copy is provided to the Employee.

Develop  
Satisfactory  
Strength

<b>A. Instruction/Advising (e.g., experiences in classroom, advising, etc.)</b>				
1.	Creates a climate conducive to learning			
2.	Communicates effectively with students: is appropriate, provides clear explanations, informs students of progress in a timely manner			
3.	Meets as scheduled, including beginning and ending class on time or maintains hours of service as scheduled within the department			
4.	Schedules and maintains posted office or scheduled service hours to advise students on an individual basis and to respond to students' needs			
5.	Teaches courses or provides services consistent with college catalog/curriculum			
6.	Uses effective methods of presentation			

Comments:

<b>B. Assessment of Student Learning (e.g., grading rubrics, examples of student portfolios)</b>				
1.	Provides evidence of integration of student outcomes and appropriate assessment measures employing multiple measures			
2.	Evaluates students to measure progress towards mastery of educational outcomes			

Comments:

<b>C. Maintenance of Curriculum (e.g., accomplishments in curriculum development, review/revisions, etc.)</b>				
1.	Develops course syllabi, when applicable, which meets appropriate college/discipline standards and requirements			
2.	Course objectives, core competencies and course outlines are consistent			

Comments:

<b>D. Shared Governance (e.g., committees, departmental participation, student advisor, etc.)</b>				
1.	Displays behavior consistent with professional ethics			
2.	Participates in departmental, campus and college activities			
3.	Works cooperatively with colleagues and staff			
4.	Identifies and deals constructively with areas in which improvement is needed			
5.	Works collaboratively with other department members to assume equitable share of department responsibilities			
6.	Accepts and fulfills primary responsibilities and duties as part of contractual duties			

Comments:

<b>E. Professional Development (e.g., professional memberships, conferences/presentation/publications, etc.)</b>				
1.	Demonstrates discipline specific skills and knowledge			
2.	Utilizes appropriate materials that assist students in meeting educational outcomes			
3.	Pursues opportunities for professional growth and development			
4.	Maintains appropriate appearance			

Comments:



## ADMINISTRATIVE REVIEW FORM (Pg. 2 of 3)

Summary Observations of Chief Academic Officer

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Recommended Professional Development Activities

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Signature (Chief Academic Officer) Date

Response by Employee

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\_\_\_\_\_  
Signature (Employee) Date

**A copy of this form should be retained by both the Employee and the Peer Mentor upon completion of the consultation. A copy will be included by the Employee in the final Professional Development Portfolio submission to the Chief Academic Officer and Department Chairperson.**

## **ADMINISTRATIVE REVIEW OF STUDENT OPINION – GUIDELINES (Pg. 3 of 3)**

### **Evaluator Guidelines:**

- a. Divide the class into groups (recommended 5 students per group when possible).
- b. Have each group select a leader who will record the responses of the group.
- c. Read the student guidelines to the class and explain to each group the need for achieving consensus before recording responses.
- d. Allow the students to answer the following three questions (if students appear uncomfortable, leave the room while they conduct their discussion):
  1. What do you like most about this course?
  2. What suggestions do you have for improving this course?
- e. Once the students have assembled their list of responses, have all groups report and explain their findings.
- f. Listen, ask any clarification questions and make a master list of data for each question.
- g. Type the outcome and provide a copy of it along with a verbal explanation to the instructor of the course.

### **Student Guidelines:**

- a. Respond as carefully and with complete detail to each of the two questions.
  1. What do you like most about this course?
  2. What suggestions do you have for improving this course?
- b. Before recording a response to any question, make sure that every member of your group agrees with what is being communicated.

## APPENDIX SO – STUDENT OPINION SURVEY (Faculty use only)

Instructor:\_\_\_\_\_Course Name:\_\_\_\_\_Section #:\_\_\_\_\_

**Instructions:** In an effort at continuous course improvement, your instructor would appreciate your thoughts on the following questions. Please think back over the semester and be as detailed and thorough as possible in your responses.

1. What did you like best about this course?
2. What suggestions do you have for helping your instructor improve this course in subsequent semesters?

## APPENDIX SS – SALARY SCHEDULE

### SALARY SCHEDULE 2022-2023 (4.0%)

Step	Non Degree	Non-Degree with RN or Associate Degree	BA/BS	BA/BS +15	BA/BS +30	MA/MS	MA/MS +15	MA/MS +30	MA/MS +45	Doctorate	Step
1	48,780	49,282	49,197	50,672	52,149	54,120	55,592	57,076	58,550	62,482	1
2	50,998	51,477	52,409	53,915	55,414	57,673	59,180	60,868	62,441	66,449	2
3	53,194	53,663	54,664	56,170	57,673	60,182	61,686	63,691	65,193	69,211	3
4	55,628	56,107	57,177	58,678	60,182	62,937	64,442	66,449	68,205	72,217	4
5	58,051	58,531	59,685	61,185	62,690	65,699	67,203	69,456	71,220	75,228	5
6	60,510	61,001	62,189	63,691	65,699	68,702	70,209	72,467	74,222	78,237	6
7	62,944	63,435	64,695	66,200	68,702	71,716	73,220	75,479	77,236	81,243	7
8	65,872	66,362	67,705	69,211	71,716	74,722	76,229	78,485	80,491	84,506	8
9	68,786	69,278	70,678	72,217	74,722	77,734	79,236	81,746	83,753	87,761	9
10				75,228	77,734	80,740	82,498	85,001	87,012	91,030	10
11				78,237	80,740	84,003	85,760	88,269	90,273	94,290	11
12					86,241	89,535	91,310	93,843	95,873	100,186	12

#### Equivalents

**BA/BS** = Bachelor's Degree or Associate degree and USDOL journeyman license or equivalent or USDOL master license or equivalent

**BA/BS + 15** = Bachelor's degree or Associate degree and USDOL journeyman license or equivalent plus 15 additional college credits or USDOL master license or equivalent plus 15 additional college credits

**BA/BS + 30** = Bachelor's degree or Associate degree and USDOL journeyman license or equivalent plus 30 additional college credits or

USDOL master license or equivalent plus 30 additional college credits

**MA/MS** = Master's Degree or Bachelor degree and USDOL master license or equivalent

**MA/MS +15, +30 and +45 require a master's degree**

<b>CPI for the calendar year 2021</b>		<b>4.70%</b>			
	<b>FY 2020</b>	<b>FY 2021</b>	<b>% of Total</b>	<b>% Change</b>	<b>Weighted Average</b>
<b>State*</b>	5,487,014	6,112,179	41%	11.39%	4.69%
<b>Tuition</b>	6,221,352	5,965,030	40%	-4.12%	-1.66%
<b>Prop Tax</b>	2,688,545	2,757,927	19%	2.58%	0.48%
<b>Total</b>	14,396,911	14,835,136		3.04%	3.52%
<b>Variable Wage Increase (CPI + Weighted average of College revenues divided by 2)</b>					4.11%

Hypotheticals

<b>CPI for the calendar year 2022</b>		<b>6.00%</b>			
	<b>FY 2021</b>	<b>FY 2022</b>	<b>% of Total</b>	<b>% Change</b>	<b>Weighted Average</b>
<b>State*</b>	6,112,179	6,555,151	44%	7.25%	3.22%
<b>Tuition</b>	5,965,030	5,378,000	36%	-9.84%	-3.58%
<b>Prop Tax</b>	2,757,927	2,832,391	19%	2.70%	0.52%
<b>Total</b>	14,835,136	14,765,542		-0.47%	0.15%
<b>Variable Wage Increase (CPI + Weighted average of College revenues divided by 2)</b>					3.08%
<b>Ceiling would be used as net wage increase</b>					

<b>CPI for the calendar year 202X</b>		<b>3.00%</b>			
	<b>FY 202X</b>	<b>FY 202X+1</b>	<b>% of Total</b>	<b>% Change</b>	<b>Weighted Average</b>
<b>State*</b>	6,555,151	6,255,151	42%	-4.58%	-1.94%
<b>Tuition</b>	5,378,000	5,228,000	35%	-2.79%	-0.99%
<b>Prop Tax</b>	2,832,391	2,907,391	20%	2.65%	0.52%
<b>Total</b>	14,765,542	14,390,542		-2.54%	-2.40%
<b>Variable Wage Increase (CPI + Weighted average of College revenues divided by 2)</b>					0.30%
<b>Floor would be used as net wage increase</b>					

<b>CPI for the calendar year 202Y</b>		<b>5.00%</b>			
	<b>FY 202Y</b>	<b>FY 202Y+1</b>	<b>% of Total</b>	<b>% Change</b>	<b>Weighted Average</b>
<b>State*</b>	6,555,151	6,555,151	44%	0.00%	0.00%
<b>Tuition</b>	5,378,000	5,228,000	35%	-2.79%	-0.99%
<b>Prop Tax</b>	2,832,391	2,932,391	20%	3.53%	0.70%
<b>Total</b>	14,765,542	14,715,542		-0.34%	-0.29%
<b>Variable Wage Increase (CPI + Weighted average of College revenues divided by 2)</b>					2.36%
<b>Net wage increase If range is 2 - 3%</b>					2.36%

\* Does not include UAAL payment (These funds are received as revenue and then immediately expensed and returned back to the State)

<b>CPI for the calendar year 20XX</b>		<b>2.20%</b>			
	<b>FY 202Y</b>	<b>FY 202Y+1</b>	<b>% of Total</b>	<b>% Change</b>	<b>Weighted Average</b>
<b>State*</b>	6,555,151	6,752,112	46%	3.00%	1.37%
<b>Tuition</b>	5,378,000	5,395,951	37%	0.33%	0.12%
<b>Prop Tax</b>	2,832,391	2,932,391	20%	3.53%	0.70%
<b>Total</b>	14,765,542	15,080,454		2.13%	2.20%
<b>Variable Wage Increase (CPI + Weighted average of College revenues divided by 2)</b>					2.20%
<b>Net wage increase if range is 2 - 3%</b>					2.20%

\* Does not include UAAL payment (These funds are received as revenue and then immediately expensed and returned back to the State)

## APPENDIX LP – LONGEVITY PAY

2022/2023 - 2025/2026

After 8 years and 4 years at maximum salary	\$ 1,051.00
After 11 years and 4 years at maximum salary	\$ 2,127.00
After 15 years and 4 years at maximum salary	\$ 3,202.00
After 25 years and 4 years at maximum salary	\$ 4,265.00

## APPENDIX CC – CO/EXTRA-CURRICULAR ASSIGNMENTS AND STIPENDS

Alpena Community College encourages the development of co-curricular and extra- curricular activities and the involvement of Faculty and Professional Staff in the promotion of the following services and activities. The recommended stipends listed below are guaranteed to members of the Alpena Community College Faculty Council who perform these functions.

<b>Assignment Description</b>	<b>2022-2026</b>
Positions developed by the College	\$1,663
Coordinator of Special Events	\$1,663
Nursing Association Advisor	\$1,663
Language Society Advisor	\$1,663
Strategy Club Advisor	\$1,663
Drama Advisor	\$1,663
Student Leadership Commission Advisor	\$1,663
Science Olympiad Coordinator	\$1,663
Literary Publication Advisor	\$1,663
Honor Society Advisors	\$1,663
Coordinator of Athletics	\$4,989
Coordinator of Intramurals	\$4,765
Head Coach (Basketball)	\$5,543
Head Coach (Other Sports)	\$3,774
Assistant Coach (Basketball)	\$2,772
Assistant Coach (Other Sports)	\$1,663



## APPENDIX SL – SENIORITY LIST

If any inaccuracy is found in this Seniority List, it is to be immediately corrected so as to be consistent with this Agreement. Any error in the listed seniority of one person will not be a basis for superseding or affecting the proper seniority of another person.

<u>1989</u> HOMOLA, PRISCILLA	<u>2003</u> VESOTSKI, AMBER ONSTWEDDER, TIM RATZ, TIM	<u>2013</u> THOMAS, MELANIE
<u>1991</u> SUMERIX, KENDALL		<u>2014</u> KUTSCHMAN, ROBERT
<u>1992</u> LEWIS, STEVEN	<u>2004</u> ARTLEY, TODD	<u>2015</u> BEDARD, MATTHEW
<u>1993</u> HAUTAU, DEBORAH GOUGEON, THOMAS	<u>2005</u> BANCROFT, NICHOLAS KELLEY, BRENDA LANCASTER, JEWEL CAMERON, MEGHAN	<u>2017</u> PAAD, ANDREW
<u>1995</u> SMITH, ROY	<u>2006</u> PINES, HEATHER	<u>2019</u> RUEHLE, DUSTIN SCHULTZ, THERESA
<u>1997</u> DUNCKEL, MATTHEW	<u>2007</u> RATZ, SCOTT	<u>2020</u> KENNEDY, ERIC GAMAGE, PAUL
<u>1999</u> BELLOWS, JOHN KELLEY, MICHAEL	<u>2008</u> PEARSALL, SVEN	<u>2021</u> ARTRIP, MICHAEL SCHORN, BRIAN COOK, SUSAN MILLS, ROBERT SCHOPFER, BONNIE
<u>2000</u> SEXTON, SHAWN ROTHE, DANIEL	<u>2009</u> BANKS, BEVERLY	
<u>2001</u> BERLES, JIM KUEHNLEIN, TIM WALCHAK, KAROL	<u>2010</u> CUMMINS, DAVID KAPPIUS, CATHY SALZIGER, KIM	<u>2022</u> LEE, SANGHYUN
	<u>2011</u> GALLARNO, MATT PRATT, ANTHONY O'CONNOR, DIANE	

## APPENDIX GR – GRIEVANCE REPORT FORM

Grievance Report Form (Pg. 1 of 2)

**Grievance Number** \_\_\_\_

### **1. Step One (Verbal)**

Grievant(s):

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Administrator:

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Date of Meeting: \_\_\_\_\_

Others Attending Meeting:

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### **2. Step Two (Written)**

Date of Filing: \_\_\_\_\_ Date Cause of Grievance Occurred: \_\_\_\_\_

Statement of Grievance/Contract Violations(s):

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Statement of Relief Sought:

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Date Received by Administrator: \_\_\_\_\_

Disposition of Grievance by Administrator:

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Signature of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_ (Advance to Step Four if the President is the immediate supervisor.)

**3. Step Three (President)**

Date Disposition of Step Two Received: \_\_\_\_\_

Disposition of Grievance by Faculty Council Grievance Committee:

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Signature of Faculty Council Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Date Filed with President: \_\_\_\_\_

Date Received by President: \_\_\_\_\_

Disposition of Grievance by President:

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Signature of President: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Step Four (Arbitration)**

Date Disposition of Step Four Received: \_\_\_\_\_

Date Submitted to Arbitration: \_\_\_\_\_

Disposition and/or Award by Arbitrator:

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Signature of Arbitrator: \_\_\_\_\_ Date: \_\_\_\_\_