



KIRTLAND COMMUNITY COLLEGE

MASTER AGREEMENT

July 1, 2011 through June 30, 2013

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AGREEMENT

The board of trustees of Kirtland Community College hereinafter referred to as the “board” and the Kirtland Community College Federation of Teachers hereinafter referred to as the “federation” enter into this agreement for the period beginning July 1, 2011 and ending June 30, 2013.

WITNESSETH

WHEREAS, the Board, the administrative staff and faculty members are committed to the advancement of a comprehensive educational program of distinct quality for all interested in the quest for learning, and

WHEREAS, the sound development of college policies and program can best be accomplished by these groups working in harmony and with respect for the roles of each, and

WHEREAS, the parties have mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment of instructional personnel being fully described in Article I hereof, and

WHEREAS the parties, following extended and deliberated negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I
RECOGNITION

The board hereby recognizes the federation as the exclusive bargaining representative for all board appointed full-time classroom instructional personnel, counselors, and director of tutorial services.

There shall be excluded from the bargaining unit the following: part-time instructors, accounting personnel, clerical personnel, secretarial personnel, cafeteria personnel, technical personnel, maintenance personnel, custodial personnel, transportation personnel, laboratory assistants, part-time clinical nurses, paraprofessionals, and area career instructors.

In addition there shall be excluded all administrative and supervisory personnel with administrative contracts, and supervisory personnel.

The term "instructor" when used hereinafter in the agreement shall refer to all employees represented by the federation in the bargaining or negotiation units as defined. All other personnel not specifically mentioned above are excluded from the federation bargaining unit.

Note: Clarification – Appendix A

UNION MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEES AND DUES DEDUCTION

1. All employees covered by the Agreement or who become employees covered by this Agreement who are not already members of the Union or who are not already paying a service fee shall within forty (40) days of hire by the Board, become members, or in the alternative, shall within forty (40) days of their date of hire by the Board, as a condition of employment, pay to the Union each scheduled full-bi-weekly pay period a service fee in amount equal to the regular membership dues uniformly required of employees of the Board who are members.
2. The Board shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the union no later than thirty (30) days after the deductions were made.
3. An employee who shall tender or authorize the deduction of membership dues or service fees, uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues or fees.
4. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or fees.
5. The Board, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that his/her services shall be discontinued at the end of ten (10) days and shall dismiss said employee accordingly through written notification with a copy of the communication forwarded to the Union.
6. The Union shall notify the Board forty (40) days prior to any change in such dues or fees.

7. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
8. If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which an instructor, or any person or organization on the instructor's behalf, contests a discharge or discharges under the provisions of this Article, the Union agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such suit or proceeding, and also for any and all back pay or other damages for which the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union by the Board, until paid in full, all membership dues and service charges collected by the Board on behalf of the Union pursuant to the provisions of this Agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board and any back pay liability or other damages imposed upon the board, in any proceedings which may be initiated by the Board in order to implement the provisions of this Article.
9. The Board shall inform all new employees and employees returning from leave/resignation within thirty (30) days of hire or return of their obligations under this section, provided that failure of the Board to so inform shall not be a defense of any employee who has failed to comply with the provisions of this section.

ARTICLE II

BOARD OF TRUSTEES RIGHTS AND RESPONSIBILITIES

- A. The board hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Michigan and the statutes and the Constitution of the United States of America.

These rights and responsibilities shall include but not be limited to the following as deemed necessary and advisable by the board.

1. To the executive management and administrative control of the college and its properties, facilities and its employees;
2. To hire, pay, retain, promote, demote, and dismiss its employees;
3. To establish individual courses and programs of instruction including special programs, to keep the college buildings in good repair, and to furnish materials, equipment, and non-teaching services to conduct the college properly; to provide for development and utilization of facilities, and, to provide for athletic, recreational and social events for students and the community;
4. To determine class schedules, the hours of instruction, the duties, assignments of instructors, and other contractual services.

- B. The exercise of these rights, powers, authorities, duties and responsibilities by the board and the adoption of such rules, regulations and policies as it may deem necessary, shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this agreement.

ARTICLE III
NEGOTIATION PROCEDURE

- A. No less than 90 calendar days before June 30th in the year of the expiration of this agreement, and upon written notice by the federation to the President of the college, the parties shall begin negotiations for a new agreement covering hours, wages, and terms and conditions of employment of instructors employed by the board.
- B. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make proposals and bargain the course of negotiations. Both parties agree to limit their respective bargaining teams to a number conducive to maintaining good negotiation progress. Normally, no more than four negotiators and one or two consultants should be maximum. Written notice shall be exchanged prior to the beginning of negotiations indicating the chief spokesperson for each team and his or her authority if applicable.
- C. It is recognized that no final contract can be executed without ratification by the board and the federation.
- D. The parties agree that as an integral part of the negotiation process, the negotiating teams will meet on a quarterly basis for each year of the contract for the purposes of, but not limited to, monitoring progress of the non-contractual agreement, evaluating contractual language, and recognition and where possible, resolving new problems.

ARTICLE IV
SALARY SCHEDULES

2011-12 SALARY SCHEDULE

	VC/AD	BA/BS	MA/MS	MA/MS+15	MA/MA+30	MA/MS+45	DOCTORATE
0	\$37,100	\$38,628	\$42,320	\$43,003	\$43,687	\$44,369	\$47,355
1	\$38,518	\$40,281	\$44,573	\$45,261	\$45,951	\$46,636	\$49,749
2	\$39,935	\$41,935	\$46,825	\$47,520	\$48,215	\$48,901	\$52,142
3	\$41,353	\$43,589	\$49,078	\$49,777	\$50,478	\$51,168	\$54,536
4	\$42,771	\$45,243	\$51,330	\$52,036	\$52,741	\$53,434	\$56,930
5	\$44,188	\$46,898	\$53,582	\$54,294	\$55,004	\$55,700	\$59,324
6	\$45,606	\$48,551	\$55,834	\$56,553	\$57,268	\$57,967	\$61,718
7	\$47,024	\$50,205	\$58,086	\$58,811	\$59,532	\$60,233	\$64,112
8	\$48,442	\$51,859	\$60,339	\$61,070	\$61,795	\$62,499	\$66,505
9	\$49,860	\$53,513	\$62,591	\$63,327	\$64,059	\$64,766	\$68,899
10	\$51,278	\$55,168	\$64,843	\$65,586	\$66,321	\$67,032	\$71,293
11	\$52,695	\$56,821	\$67,096	\$67,844	\$68,585	\$69,298	\$73,687
12	\$54,379	\$58,763	\$69,691	\$70,449	\$71,198	\$71,919	\$76,457

2012-13 SALARY SCHEDULE

	VC/AD	BA/BS	MA/MS	MA/MS+15	MA/MA+30	MA/MS+45	DOCTORATE
0	\$37,932	\$39,460	\$43,152	\$43,835	\$44,519	\$45,201	\$48,187
1	\$39,350	\$41,113	\$45,405	\$46,093	\$46,783	\$47,468	\$50,581
2	\$40,767	\$42,767	\$47,657	\$48,352	\$49,047	\$49,733	\$52,974
3	\$42,185	\$44,421	\$49,910	\$50,609	\$51,310	\$52,000	\$55,368
4	\$43,603	\$46,075	\$52,162	\$52,868	\$53,573	\$54,266	\$57,762
5	\$45,020	\$47,730	\$54,414	\$55,126	\$55,836	\$56,532	\$60,156
6	\$46,438	\$49,383	\$56,666	\$57,385	\$58,100	\$58,799	\$62,550
7	\$47,856	\$51,037	\$58,918	\$59,643	\$60,364	\$61,065	\$64,944
8	\$49,274	\$52,691	\$61,171	\$61,902	\$62,627	\$63,331	\$67,337
9	\$50,692	\$54,345	\$63,423	\$64,159	\$64,891	\$65,598	\$69,731
10	\$52,110	\$56,000	\$65,675	\$66,418	\$67,153	\$67,864	\$72,125
11	\$53,527	\$57,653	\$67,928	\$68,676	\$69,417	\$70,130	\$74,519
12	\$55,211	\$59,595	\$70,523	\$71,281	\$72,030	\$72,751	\$77,289

- A. It is the exclusive right of the administration to determine placement based upon experience, qualifications, needs of the college, and the market for instructors (supply and demand).

- B. Faculty members under special loads who are required by the administration to perform non-teaching duties beyond the 32 week period will be compensated under the provisions of Article X paragraph C.
- C. Any credit classes taken at Kirtland Community College or any other college/university may be counted toward the master's plus on the salary schedule if that class has the prior written approval of the chief instructional administrator. Faculty must submit the request for approval a minimum of one month prior to enrollment in the course(s). The following criteria will be used in determining approval:
 - a. Approved credit hours shall include course(s):
 - i. Graduate course(s) directly related to the teaching assignment
 - ii. Course(s) that assist the employee in improving instructional skills
 - iii. Course(s) specifically designed for community college personnel
 - iv. All credit course work must be taken through a regionally accredited institution recognized by the U.S. Department of Education
 - b. In the event of disagreement whether a course(s) meets the above criteria, the faculty member shall submit an appeal, in writing, within seven working days after the chief instructional administrator's decision. A committee consisting of a minimum of three administrators, excluding the chief instructional administrator shall convene to review the request and issue a decision within seven working days.
- D. Longevity pay shall be paid in recognition of years of service at the college. It shall be paid at the conclusion of the year in which it was earned. Longevity credit for part-time service will be determined by credit earned toward Michigan Public School Employees Retirement System (MPSERS).

Longevity Pay

12-15 years of service	\$1,000.00
16-19 years of service	\$1,500.00
20-23 years of service	\$2,000.00
24 years of service and over	\$2,500.00

ARTICLE V
FRINGE BENEFITS

A. LIABILITY INSURANCE

The college will provide each instructor with liability insurance protection for errors and omissions in the performance of their assigned duties. The policy limits are an aggregate amount of \$5,000,000.

B. LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE/DEPENDENT LIFE INSURANCE

Teachers

Group term life insurance	\$25,000
Accidental Death & Dismemberment	\$25,000

The board shall provide for dependent term life insurance the following benefits:

Spouse	\$2,000
Child (14 days to 6 months)	\$ 200
Child (6 months to age 23 or age 25 if if full-time student)	\$1,000

The individual instructor may elect, at their own expense, additional term life insurance for themselves and eligible dependents at a group rate, subject to the conditions of the insurer.

C. LONG TERM DISABILITY INSURANCE

The college will provide for each instructor disability coverage as follows: after a 90 consecutive calendar day waiting period, the disabled employee is eligible for a benefit of 66 2/3% of their basic monthly earnings to a maximum monthly benefit of \$4,444 to age 65 or until they reach social security normal retirement age.

D. MEDICAL INSURANCE

Kirtland shall provide a hospital/surgical/major medical plan for each full-time employee and eligible dependents. The current plan for the duration of this contract shall be the Blue Cross Blue Shield Flex Blue 4 high deductible/high coinsurance medical plan. Employees shall be responsible for \$1,250 single plans/\$2,500 two person/family plans, funded through a health savings account (HSA). The college shall fully fund the health savings account for all employees with primary coverage under Kirtland's plan for calendar year 2012 and calendar year 2013. The college shall also fund a health reimbursement account (HRA) to cover the remainder of the plan deductible and coinsurance amounts.

E. DENTAL BENEFITS

The board of trustees shall provide dental coverage for each instructor and eligible dependents through a self-funded dental plan as follows:

The plan will pay:

Class I: Preventative Services	75%
Class II: Restorative services	75%
Class III: Prosthodontic Services	50%
Class IV: Orthodontic dental services	75%

Maximum contract benefit

Class I, II and III benefits - \$2,000 maximum per person total per contract year

Class IV benefits - \$1,500 maximum per eligible person

F. TRAVEL ACCIDENT INSURANCE

The college shall provide travel accident coverage for each instructor while traveling on authorized college business. The beneficiary is the instructor's family as designated, and the coverage is \$50,000.

G. OPTICAL BENEFITS

The college shall provide optical coverage for each instructor and eligible dependents from a self-funded optical plan as follows:

Services provided once every 12 months per person.

Exam - \$5.00 co-pay
Lenses - \$7.50 co-pay
Frames - \$110.00 maximum allowance every two years
Contact lenses - Medically necessary: \$7.50 co-pay, then 100%
In lieu of glasses: \$7.50 co-pay, then 80% of
reasonable and customary charges

H. INSURANCE OPTION CLAUSE

Employees electing to drop the college's hospitalization, surgical, and medical insurance (provided they have another plan and show proof to Kirtland's human resources office) will receive a cash payment in the amount of \$2,000 per year.

I. SECTION 125: FLEXIBLE SPENDING ACCOUNTS

Effective January 1, 1994, the following accounts will be made available to all eligible employees on a voluntary basis:

- Section 106 – pre-tax premiums
- Section 105 – Unreimbursed medical/dental/vision/hearing expenses
- Section 129 – Dependent care expenses

J. RETIREMENT

The college shall contribute to either the Michigan Public School Employees Retirement System (MPSERS) or the optional retirement plan (ORP) as required by law. The instructor shall designate the plan in which he/she wishes to participate within the first 90 days of employment.

K. SICK DAY PAYOUT

The college will pay for unused sick leave days at 50% of the employee's daily rate of pay at the time of retirement. The computation shall be based upon 260 days, divided into the annual base salary.

L. RETIREMENT INCENTIVE PLAN

Eligibility for retirement incentive:

1. Candidates shall have a minimum of 10 years of teaching and/or counseling service at Kirtland.
2. Candidates shall be eligible for regular retirement subject to guidelines established by MPSERS.
3. Candidates who meet eligibility requirements by June 30 of the year they intend to retire shall submit a written irrevocable notice of intent to retire no later than November 1 of the previous year.
4. All retirements shall be effective on June 30.
5. The candidates who utilize this retirement incentive plan shall agree, in writing, to provide the college with full and complete access to intellectual property developed during their tenure at Kirtland, and agree in writing to assist the college with an orderly transition.

Incentives:

1. Candidates who elect to retire the first year all eligibility requirements are met shall receive an incentive totaling 45% of their current base salary.
2. Candidates who elect to retire the second year all eligibility requirements are met shall receive an incentive totaling 35% of their current base salary.
3. Candidates who elect to retire the third year all eligibility requirements are met shall receive an incentive totaling 20% of their current base salary.

4. Candidates who elect to retire the fourth year all eligibility requirements are met shall receive an incentive totaling 10% of their current base salary.
5. During any of the four years the candidate is eligible for the early retirement incentive, the college shall pay for a maximum of 120 unused sick leave days at 50% of the employee's daily rate of pay at the time of retirement. The computation shall be based upon 170 days, divided into the annual base salary.

Procedure:

Retirement incentive pay and the sick day payout will be made to the 403(b) Special Pay Plan administered by AIG Retirement Services. A payment, up to the maximum allowed by law, will first be made to the 403(b) Special Pay Plan. Any balance due to the employee will be made directly to the employee in a lump sum in the beginning of the month after retirement.

M. FRINGE BENEFITS

Fringe benefits shall apply to all full-time instructors on annual or semester contracts, including instructors on professional improvement leave; and shall discontinue when an instructor is terminated, takes military leave, or a leave without pay in excess of three months except as defined in the family and medical leave procedure, Article VIII.D.

Note: benefits as described above shall continue through the contractual year in which the instructor(s) is/are notified of the possibility of being discontinued. Such benefits shall terminate on August 31 following the end of the contractual year such notification was issued unless otherwise extended by the college President or his/her designee.

Definition: Immediate family as it applies to Article V. – Fringe Benefits shall mean spouse and eligible children (sons and daughters).

ARTICLE VI
CONTRACTS

- A. All instructor contracts shall be issued for returning members of the faculty upon ratification of a succeeding master agreement or by the 30th of June, whichever shall be later.
- B. Said contracts are to be signed and returned to the office of the president of the college within fifteen (15) calendar days after their receipt by members of the faculty, or by July 15th, whichever is later. Failure to return contracts by the due date will be an expression of intent not to return to Kirtland Community College for the following year.

ARTICLE VII
FACULTY REDUCTIONS

- A. Whenever it is necessary to decrease the size of the faculty due to, but not limited to, insufficient funds, substantial decrease of student population, or changes in program, the board, upon the recommendation of the President of the college after consultation with the Federation, may cause the necessary number of instructors in the appropriate discipline(s) to be placed on involuntary

leave without pay at the expiration of his/her/ their contract(s). The administration shall have the option of issuing a one-semester contract rather than discontinuance if it is in the best interest of the college as determined by the administration.

1. Before any full-time instructors are laid off, adjunct positions in the affected discipline(s) shall be cancelled and those duties assigned to full-time faculty members to maintain full-time loads, if qualified, in accordance with the provisions of this agreement.
 2. Faculty members who have been placed on involuntary leave in excess of three years shall be excluded from the provisions of this agreement.
 3. For a period of three years, no new appointments shall be made by discipline while there are available instructors who have been placed on involuntary leave and who are adequately qualified in that discipline or disciplines as determined by the administration, unless such instructors fail to advise the President of the college or his/her designee, in writing, of their acceptance of employment within twenty-eight calendar days from date of notification by the President of the college or his/her designee of positions available.
 4. Such re-employment shall not result in loss of status or credit of previous years of service.
- B. Whenever possible, notice of discontinuance of service or the possibility of a one semester contract shall be made at least sixty days before discontinuance takes effect. It is recognized, however, that circumstances may dictate a reduction subsequent to such notice period and in such event, the board will make every reasonable effort to give advance notice such as is possible under the circumstances. In any event, forty-five days notice shall be given prior to discontinuance of service.
- C. Salary set-off/unemployment benefits: it is understood that faculty members who receive unemployment benefits during the summer after layoff will have a reduction in salary by the amount of unemployment received if they are called from layoff for the next school year.
- D. The grievance procedure shall not be used as recourse in faculty member reductions.

ARTICLE VIII

LEAVES AND ABSENCES

A. SABBATICAL LEAVE

The college recognizes that sabbatical leave is an important means of enhancing scholarly, scientific, aesthetic and general professional competence of the faculty member. Enhanced faculty competence adds to the prestige of the college and brings to the classroom a more stimulating and recently informed instruction.

Faculty retention and recruitment is enhanced with a policy that gives a clear message that faculty have a stake in the future of the college. The faculty member and the college invest in each other to insure quality that will be of benefit to both.

GUIDELINES

The purpose of a sabbatical leave is to provide for professional growth of the full-time faculty that is not possible while teaching a basic load or fulfilling a full-time appointment. The sabbatical leave should not only be of value to the individual but must have an impact on the quality of instruction at Kirtland Community College. Sabbatical leaves may be granted for advanced study, research or other cognate purposes. Sabbatical leaves shall not be used to meet the minimum requirement of the position.

1. Eligibility. Sabbatical leaves may be granted to faculty members following six consecutive years of full-time employment at Kirtland Community College. Time spent on leave without pay shall not count toward consideration for sabbatical leave. Instructors completing leaves shall again be eligible after five additional years of service.

In addition to the above criteria, individuals requesting summer sabbatical leave must have worked at Kirtland the previous two summers.

2. Application deadlines/timelines. The proposals for sabbatical leave must be filed with the appropriate dean as outlined below:

<u>Action</u>	<u>Deadline</u>
Deadline for filing proposal	Sept. 15, prior academic year
Sabbatical Committee meets	Oct. 15
Committee decision	Nov. 15
Administration's decision	Dec. 1
Board approval	December meeting
Applicant's response	Dec. 15

3. Leaves per year. No more than three sabbatical leaves shall be granted per fiscal year (summer, fall, winter).
4. Scholarships, fellowships or grants which do not interfere with the program of professional improvement will be allowed in addition to the sabbatical leave compensation.
5. Instructors receiving a sabbatical leave will continue their employment with the college for a period of one academic year following the leave. Instructors who elect to terminate their employment with the college prior to this will repay the college the stipend and salary paid during the sabbatical leave.
6. In case of illness during the leave that prevents completing the purposes of the leave, the leave will be terminated and all provisions of sick leave will apply.
7. To insure that the terms of the leave are being fulfilled or to allow the instructor to amend the terms of the leave, the instructor shall remain in written communication with the committee during the period of the leave.

The faculty member will submit to the Dean of Instruction a request for sabbatical leave using the minimum criteria listed:

- a. A statement of purpose of the leave including objectives to be achieved.
 - b. A statement of the actions which will be taken to accomplish each objective of the leave.
 - c. A timetable of key dates as to when each action will be completed and each objective achieved.
 - d. A method of evaluating the degree of success achieved during the leave.
 - e. A statement of the value of the leave to the applicant.
 - f. A statement of the value of the leave to the college.
8. The committee will consider the following points in the approval process:
- a. The extent to which plans submitted for use of time while on leave are definitive and educationally constructive.
 - b. The extent to which a leave could have an immediate impact on the quality of instruction or service at the college through the faculty members' increased competence in their field of instructional techniques.
 - c. The currency of advanced graduate work or professional study completed by the applicant.
 - d. Reasonable and equitable distribution of leaves across the college organizational structure.
 - e. The impact of covering the instructional load for the applicant, not to exclude financial impact .
 - f. The availability of qualified instructors as jointly determined by the administration and the individual requesting the sabbatical leave.

The committee shall review each sabbatical leave request. It may request additional or supplemental information from the applicants in order to evaluate the merits of the request. The committee shall then evaluate each applicant.

The committee shall either recommend or not recommend each request to the President. If it chooses to recommend a request to the President, it shall provide a written report, signed by a majority of its members, certifying that the request satisfies all of the criteria provided in this section. If it chooses not to recommend a request, it shall provide a written report to the applicant, explaining why the request does not satisfy all of the criteria provided in this section. The applicant may submit a written appeal to the president.

A faculty member granted a sabbatical leave shall be responsible for accomplishment of the stated objectives of the leave. Upon expiration of the leave, the faculty member shall provide a written report to the committee, along with a presentation to the board of trustees, so that the committee and trustees may evaluate the success of the leave.

9. Sabbatical Leave Committee. The purpose of the sabbatical leave committee is to evaluate sabbatical leave proposals based on established criteria and to submit prioritized recommendations to the administration. The committee shall consist of four members including two instructional administrators, and two faculty members from the professional

development committee selected by the Kirtland Federation of Teachers. No member of the sabbatical leave committee may serve while at the same time applying for sabbatical leave.

10. Eligible faculty members whose applications are not acted upon favorably will be required to resubmit their applications for future consideration.
11. Rate of compensation for fall/winter sabbatical leaves. Sabbatical leaves may be granted for a period of one semester up to full base pay, one full year up to $\frac{3}{4}$ base pay based on the recommendation of the committee or two non-consecutive semesters up to $\frac{3}{4}$ base pay. Instructors whose contracts exceed 32 weeks shall be eligible for up to an additional eight weeks of sabbatical leave.
12. Expense stipend for fall/winter sabbatical leaves. To help defray the extraordinary expenses encumbered on a sabbatical leave, the college will provide a \$1000 stipend.
13. Rates of compensation and expense stipends for summer sabbatical leaves. Requests for compensation including expenses during sabbatical leave in the summer will be considered on an individual basis. The total cost per individual shall not exceed \$8,000.
14. Fringe benefits. Full fringe benefits shall continue to be paid by the college during the term of the sabbatical leave.
15. Retirement service credit. Retirement service credit under Michigan Public School Employees retirement System shall be provided according to the Guideline for Obtaining Retirement Credit and must be initiated during application for sabbatical leave.
16. Effective date for the first sabbatical leave shall be the fall 1994 semester.
17. Instructors who qualify for longevity pay would continue to receive it while on sabbatical leave.
18. The period of time covered by the sabbatical leave would apply to the instructor's placement on the salary schedule.

B. PROFESSIONAL DEVELOPMENT LEAVE

Faculty members can submit professional development proposals that are not covered by the sabbatical leave to the faculty evaluation/professional development committee. These leaves may or may not be paid leaves.

C. FACULTY EXCHANGE PROGRAM LEAVES

Instructors may be granted a leave of up to one year with pay to teach at another college, provided that such college agrees to furnish an instructor of like rank or leave to fulfill the duties of the instructor who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years of continuous employment by the Board.

While on leave, the instructor will maintain seniority, accumulated sick leave, and will be granted increment credit on the salary schedule as if he/she had been assigned at Kirtland Community

College during the period of leave. To ensure that the terms of the leave are being fulfilled or to allow the instructor to amend the terms of the leave, the instructor shall remain in written communication with the committee during the period of the leave.

D. FAMILY AND MEDICAL LEAVE

Faculty members who held a full-time contract in the preceding 12 month period before the leave is requested are eligible for family and medical leave.

1. Definitions:

- a. **Serious Health Condition** – an illness, injury, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider.

- b. **Parent, son, daughter** – a son or daughter includes biological, adopted, foster, step, or legal ward. In addition, the definition includes any individual where the faculty member has day-to-day responsibility for caring for that individual. This includes children above age 18 who are incapable of self-care because of a mental or physical disability.

FAMILY AND MEDICAL LEAVE PROCEDURE

1. A maximum of one year of unpaid leave may be taken for the following:
 - a. Birth or placement for adoption or foster care of a child within 12 months of birth or placement;
 - b. Serious health condition of a spouse, child, or parent;
 - c. Faculty member's own serious health condition

2. A first and second extension of child care leave shall be granted annually upon request thirty (30) days prior to the termination of the existing leave. A further extension of child care leave may be granted at the discretion of the board upon the recommendation of the President of the college.

3. Such leave will be unpaid by the college unless the faculty member has personal or sick time which they choose to use. Health benefits will continue through the first year of the faculty member's leave and be paid by the college. If a faculty member elects not to return to work for reasons other than a continuation, recurrence or onset of a serious health condition, the college will charge the faculty member the appropriate health coverage premiums. Continuation of benefits beyond one year may be provided at the discretion of the board of trustees upon the recommendation of the President of the college.

4. At the faculty member's request, the college may grant a leave on an intermittent or reduced basis for the birth or adoption of a child. The faculty member must provide the college with 30 days advance notice or such notice as is practicable before the date on which the leave will begin. In addition, if a planned medical treatment is to take place, the faculty member is required to notify the college 30 days in advance or as is practicable before the date the leave will begin.

5. A faculty member may take a leave on an intermittent or reduced schedule if either the faculty member or a faculty member's family member has a serious medical condition.

6. The college requires that a faculty provide certification of a serious health condition for his/her own serious health condition or that of a family member. All certification requests must be submitted to the director of human resources in a timely manner.
7. A faculty member returning from a family or medical leave will be returned to either the same position as he/she had before or to a position equivalent in pay, benefits, and other terms and conditions of employment. Re-employment after leave in excess of one year will be conditioned by the availability of an opening for which the individual is qualified. The faculty member must notify the director of human resources before the end of the leave to ensure proper placement.

E. OTHER LEAVES WITHOUT PAY

1. Eligibility

To be eligible for a professional or personal leave of absence, a member of the bargaining unit shall have six years of continuous, full-time service with the college. Under certain circumstances, the board may waive the six year eligibility requirement.

2. Application for leave

The member of the bargaining unit shall submit one (1) semester or summer session prior to the beginning of the proposed leave, in writing, to the board the request for leave stating the reason for the leave, the period of absence, and date of return.

3. Approval

Subject to the availability of a qualified replacement and approval by the board, a leave of absence may be granted.

4. Length of Leave

Leaves of absence may be granted for a period not to exceed one year. Under certain circumstances, a leave may be extended for one additional year. A request shall be submitted in writing stating the reason for the requested extension, at least six months prior to the termination of the current leave.

5. Return from Leaves

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned unless he/she was unable to return due to extenuating circumstances beyond his/her control.

The member of the bargaining unit on approved leave of absence shall be placed at the same salary placement as held when the leave was granted.

6. Fringe Benefits

Members of the bargaining unit who have approved leaves of absence of three months or less, will receive full fringe benefits. A member of the bargaining unit may exercise the option (in writing) for continuance of coverage at full group rate cost, and without college subsidy, for the period of the leave over three months.

F. SICK LEAVE

The college provides paid sick days to be used when a faculty is unable to report to work due to illness or for the care of an immediate family member. Immediate family is defined as spouse, child

(including biological, adopted, foster, step, or legal ward), parent (including in-laws), brother, sister, son-in-law, daughter-in-law, grandparent (including in-laws), grandchild, aunt or uncle, or relative living at the employee's residence where the employee has day-to-day responsibility for the individual.

SICK LEAVE PROCEDURE

1. If a faculty is unable to report to work, he or she must contact the appropriate office at the beginning of the work day.
2. It is the faculty's responsibility to file a signed absence report form from promptly upon return to work.
3. Paid sick days accumulate at a rate of ten days per full academic year of employment for faculty. Counselors and Director of Tutorial Services shall accumulate paid sick days at a rate of twelve days per year.

Faculty who teach a college credit class on Saturdays during the fall or winter semester shall accrue one additional sick day for each semester. It is understood that this course is not part of the faculty's regular load. Sick day accrual for Saturday classes may not exceed 2 days per year.

Faculty who teach a college credit class during the summer semester shall accrue two additional sick days per year.

4. Faculty will receive full pay for absences as long as the period of absence does not exceed the number of paid sick days accrued.
5. It is recognized that faculty responsibilities include more than class contact; however, for computation of sick days for short-term illness (less than 2 weeks in length), a sick day for a faculty member will be defined as: any day in which a faculty member is unable to meet of all class hours that he/she has scheduled for that day because of illness.
 - a. If a faculty member has more than one class scheduled on any one day and he/she misses part of those classes because of illness, he/she will be charged sick leave on a pro-rated basis.
 - b. If a faculty member is absent due to illness for an extended period of time (a period that exceeds 2 weeks), he/she will be charged sick leave at the rate of five days per week, even though he/she may not have classes on all five days. Securing a substitute does not alleviate the charging of sick time.
 - c. Faculty who experience an extended illness during a semester in which they have a Saturday teaching obligation will be charged sick leave at the rate of 5 days per week.
 - d. Faculty members who are compensated for teaching beyond 32 weeks on a prorata basis shall be charged sick days at the rate of 5 days per week if an extended illness occurs during that same period.

- e. Faculty members who choose to teach a summer college credit class will be charged sick leave on any day during the summer he/she misses all or part of a class day regardless of whether or not the illness is defined as extended.
6. Any sick days not used during the fiscal year will be carried forward for future use to a maximum of 120 days. Accrued sick days are not payable upon termination of employment. The college will pay for unused sick leave in accordance with the sick day payout Article V.K.
 7. Master Sick Leave Bank
 - a. If a faculty member has reached the maximum individual accumulation of one hundred twenty (120) days or if a portion of the faculty member's annual sick leave brings the faculty member to one hundred twenty (120) days maximum, then the balance of the annual sick leave will be credited directly to the master sick leave bank until a maximum of 1,000 days have accumulated in the master sick bank.
 - b. Should additional days be needed, the faculty member may submit a request to the federation President for the use of sick days from the master sick leave bank. This request shall be submitted prior to the exhaustion of an individual's accrued sick days. A faculty member requesting days from the master sick leave bank must submit evidence of need to the federation President with a copy to the director of human resources except when physically impossible to do so. The federation President shall establish a committee of three faculty to review the request.

Following the review, a recommendation shall be made to the director of human resources. The following factors shall be considered when making a decision to release days from the master sick leave bank to an individual:

 - Length of service of individual faculty member
 - Number of sick days available in faculty member's individual bank at onset of illness
 - Number of days available in master sick leave bank
 - Evidence of need
 - c. Faculty members are not eligible for days from the master sick leave bank until they have completed their probationary period, been absent a minimum of thirty (30) consecutive days, and have exhausted all individually accrued sick days.
 - d. Days from the master sick leave bank can be used only up to the point where the faculty member is eligible for long term disability (LTD).
 - e. The availability of days from the master sick leave bank shall be on a first come, first served basis.
 8. Sick leave shall not accrue during any period of unpaid leave.
 9. In cases where the faculty has an illness exceeding five consecutive days or has demonstrated a pattern of absences resulting in their inability to meet their contractual obligation, the following procedure will be followed:

- a. The faculty will present to the director of human resources a letter from a health care provider indicating that they are physically and mentally capable of returning to work at their previous work load.
- b. The college reserves the right to question the individual's capability. In such cases, the college may request the faculty to submit to an examination by a health care provider of the college's choosing. The expense of the exam will be incurred by the college.
- c. If a question still exists as to the capability of the individual to return to work, a third health care provider, mutually agreed to by the college and the individual, shall be asked to give a recommendation. Their recommendation will be final and binding to both parties.
- d. The faculty member cannot return to work without authorization from the director of human resources.

G. BEREAVEMENT LEAVE

The college allows paid time off in the event of a death in the faculty member's immediate family.

BEREAVEMENT LEAVE PROCEDURE

- 1. Up to three days off with pay per occurrence will be granted to a full-time faculty member in the event of death in the immediate family.
- 2. Immediate family is defined as spouse, child (including biological, adopted, foster, step, or legal ward) parent (including in-laws), brother, sister, son-in-law, daughter-in-law, grandparent (including in-laws), grandchild, aunt or uncle, or relative living at the faculty member's residence where the faculty member has day-to-day responsibility for the individual.
- 3. The director of human resources may grant additional time off with pay if extenuating circumstances warrant an extension of funeral leave.

H. JURY DUTY

The college compensates its faculty members for performing jury duty.

JURY DUTY PROCEDURE

- 1. A faculty member called for jury duty is compensated for any difference between the pay amount issued by the court and the faculty member's regular pay.
- 2. Faculty members are required to return to work if they are actively engaged in jury duty for only a portion of the day.
- 3. The faculty member submits the jury duty notice to his or her appropriate administrator.
- 4. The faculty member completes an absence report form indicating the reason for the absence and attaches the notice.

5. At the end of jury duty, the faculty member submits to the business office a statement from the court indicating pay received so that compensation can be calculated.
6. There will be no loss of paid time off.

I. BUSINESS OR PERSONAL LEAVE

Full-time faculty members receive up to two business or personal days per year. These days are provided for activities that require a faculty member's presence during the school period and is of such a nature that it cannot be attended at a time when the college is not in session. Counselors and Director of Tutorial Services receive three business or personal days per year. Unused days will be converted to sick leave days on July 1, of each year.

BUSINESS OR PERSONAL LEAVE PROCEDURE

1. Business or personal days are granted at the onset of the faculty member's contract each year.
2. Business or personal day requests must be made in advance and submitted for approval by the appropriate administrator.
3. Approval may be based upon the needs of and not interfere with instructional responsibilities. Instructional business conditions may require that the faculty member's request be denied.

J. MILITARY LEAVE POLICY

Any faculty member who is a member of a reserve component of the armed forces will be placed on unpaid leave for his or her annual two week training duty. Benefit programs will be unaffected. Training leaves will not normally exceed two weeks per year, plus reasonable travel time.

A leave of absence without pay may be granted to any faculty member who enters any branch of the United States armed services for only one term or until the state of emergency is ended. Benefit accruals for any faculty member serving on active duty longer than 30 consecutive days will be calculated in accordance with the applicable federal laws.

MILITARY LEAVE PROCEDURE

1. Re-employment will occur based upon the following:
 - a. The position vacated is other than temporary
 - b. The individual has been honorably discharged from the armed forces
 - c. The individual has applied for re-employment within ninety (90) days after discharge
 - d. The individual is qualified to perform the duties of the position or can become qualified after reasonable efforts.
 - e. The availability of an opening for which the individual is qualified
2. Upon re-employment, the following provisions will apply:
 - a. Accrual of seniority will be granted
 - b. Unused sick leave held at the start of the leave will be restored
3. All provisions of this policy shall be in accordance with Act 145 P.A. 1943 as amended, governing military leaves of absence. If there is a difference between this agreement and the laws of the United States and/or Michigan regarding military service, the federal or state law will prevail.

- K. Lobby Day
Up to two KFT executive board members shall be granted release time to attend Lobby Day each year.

ARTICLE IX
FEDERATION RIGHTS

A. RIGHTS OF THE FEDERATION

1. The federation shall have the right to use college facilities at all reasonable hours for meetings subject to existing rules and regulations governing the use of such facilities. Communication media shall be made available to the federation for official business. However, the federation is responsible for expense such as long distance telephone calls.
2. The board agrees to furnish to the federation in response to written request from time to time, all available information concerning the financial resources of the district, adopted budgets, board minutes, and such other information as it may reasonably require together with such information as may be necessary for the federation to conduct its legitimate business. Nothing contained in the above shall be construed to require that the board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the board.
3. The federation recognizes that the board has the exclusive right to terminate existing programs and the exclusive right to approve new programs. However, when the new programs are created that generate a need for personnel, upon the board's approval of the program and prior to implementing the program, the board agrees that the administration will consult with the federation on the basis of this contract to evaluate the inclusion or exclusion of such positions from the bargaining unit.

B. RIGHTS OF THE INSTRUCTOR

Every instructor shall have the protection of all rights pursuant to Act 379 of the Public Acts of 1965.

1. Public rights
When the instructor speaks or writes as a citizen, he/she shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the instructor's position rests on the instructor and statement to the effect that he/she speaks as a citizen and not on behalf of the institution shall be included in this communication.
2. Instructional rights
 - a. Instructors shall be free to present instructional materials which are considered pertinent to the subject and level taught and consistent with course objectives, and shall present controversial issues in an objective manner. Instructors shall be entitled to freedom of discussion within the classroom on all matters which are considered relevant to the subject matter under study.
 - b. The use of any electronic or mechanical monitor or communications device during the meeting of class shall be with the prior approval of the instructor concerned.

- c. The instructor shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library in accordance with board policy and budget limitations.

3. Private rights

- a. Each instructor shall have the right, upon request, to see the contents of his/her own personnel file, the only exclusion being confidential employment credentials.
- b. The instructor shall be free to add to his/her own file any materials from a professional source he/she feels should be included in his/her personnel file.
- c. No materials shall be added to the file unless the instructor has been notified of such insertion. He/she will be given an opportunity to examine these materials and will have an opportunity to reply in writing for insertion in his/her personnel file if he/she so chooses.
- d. No additional materials shall be included in the instructor's personnel file without due process. The instructor shall have a right to remove materials violative of this section and scandalous or libelous materials by application to the chief instructional administrator when so determined by: 1) mutual agreement between the President of the college and the instructor, or 2) the courts.
- e. Disciplinary interviews, reprimands, or evaluation review of any kind shall be held in private. Faculty may request union representation to be present at this meeting.
- f. Any time a complaint is received by the administration or board directed toward an instructor, he/she may be notified and given the opportunity to discuss the complaint with the appropriate administrator or his/her designee. If at any time a complaint is received in writing by the administration or board directed toward an instructor, the instructor shall be notified.
- g. Instructors shall have the right to join professional organizations at their own expense subject to the laws of the United States and the State of Michigan.

4. Intellectual Property:

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 a faculty member or counselor shall be the sole and exclusive property of the faculty member or counselor, except as he or she may voluntarily choose to transfer such property, in full, or in part. The college seeks no right of ownership to faculty or counselor intellectual property, unless a faculty member or counselor voluntarily chooses to transfers such property, in full, or in part, to the college in the form of a signed agreement.

The college requests that intellectual property created by a faculty member or counselor in the performance of their regular duties at the college be made available to the college in meeting its educational mission. However, when the college enters into an agreement with a faculty

member or counselor to develop intellectual property – often referred to as “work for hire” -, it is understood that the college has the right to use such property in perpetuity for its educational missions. In such a case, a faculty member or counselor shall retain ownership of the intellectual property unless voluntarily transferring ownership, in full, or in part, to the college. Current examples of “work for hire” include: special projects, a stipulation of sabbatical leave, granted release time, or a work commissioned by the college.

5. Shared ownership of materials:

If the college and the faculty member mutually agree to produce a product, publication, educational materials, or media in which the ownership would be shared, an agreement regarding royalties and use shall be reached by mutual consent between the board and the faculty member.

ARTICLE X
FACULTY MEMBER RESPONSIBILITIES

The Kirtland Community College board of trustees and administration value and recognize the contributions made by faculty members as the college strives to work within the framework of its guiding principles. We recognize that teaching is the basic foundation and primary focus of faculty members at the community college level and expect that each faculty member will carry out the following activities as they relate to teaching.

1. Maintain state of the art knowledge as it relates to their subject area(s).
2. Investigate and initiate new teaching/learning strategies that reflect current technology and methods.
3. Develop course content and appropriate instructional materials for courses taught. Copies of updated syllabi shall be submitted to the faculty support specialist prior to the first day of the class.
4. Identify the need for and develop new courses, revise existing curriculum, and/or implement improved pedagogy.
5. Assist in the planning of disciplinary and, where appropriate, in interdisciplinary programs and courses.
6. Serve as an academic advisor to students during regular registration periods and during early registration periods in the fall and winter semesters.
7. Be available for students a minimum of seven hours per week through posted office hours. One virtual hour per week per online course, with a maximum of two virtual hours, will be credited toward the seven.
8. Submit copies of all grade records at the completion of each semester.

9. Fulfill routine duties and responsibilities, such as filing progress reports, grade reports, book orders, equipment orders, and keeping daily attendance, etc., necessary for smooth operation of his/her discipline and the college.
10. Participate in the spring commencement ceremony, convocation meetings, and the All Faculty Meeting during the first week of the fall and winter semesters. Cost of academic regalia for participation in the commencement ceremony shall be borne by the college.
11. Foster and maintain a collegial teaching and learning environment among full and part-time faculty.

The Kirtland Community College board of trustees and administration also value and recognize the significant contributions made by faculty members that support the mission and goals of the college. We recognize that these contributions are vital to the success of the institution, may or may not be needed to support instruction, are often discipline specific, and can be shared among faculty members.

Specific duties (including but not limited to the following) will be assigned on a fair and equitable basis by the administration following consideration of the college's needs along with the strengths and interests of each faculty member. It is expected that all faculty members will assist the college to meet the following needs where appropriate:

1. Participate on college committees
 2. Schedule classes
 3. Be a liaison to outside agencies (hospitals, businesses, K-12 students and instructors)
 4. Participate in program review (PROE, student evaluations)
 5. Prepare budget proposals
 6. Work with advisory committees for career and technical programs
 7. Coordinate state regulations and requirements with program and course curriculum
 8. Actively pursue membership and involvement in professional organizations
 9. Assist with the recruitment and placement of students and graduates
 10. Supervise student workers and paraprofessionals
 11. Be an active member of the college community and community at large through participation in college events and activities and community volunteerism
 12. Assist in the hiring, evaluation, and mentoring of part-time faculty
 13. Participate in the academic appeals process
- C. The college recognizes that from time to time special projects arise that may require release time or additional compensation. The chief instructional administrator will establish the criteria that will be used to determine which projects warrant release time or additional compensation and the amount of the release time or additional compensation for a particular project. He/she will also determine the criteria for selecting appropriate faculty members for release time or additional compensation projects, and will make the selection. All special projects must be posted annually. An opportunity to apply for special projects shall be made available to all qualified faculty. The posting shall include the goals of the project, type and/or amount of compensation, job qualifications and timelines for completion and payment where applicable. All projects must have prior approval of the chief instructional administrator. Once projects have been awarded, the chief instructional administrator shall notify the union president, in writing, of the awarding of the project. It is the responsibility of the union president to notify the membership.

Disputes concerning release time or extra pay assignments will be addressed by any concerned party, the chief instructional administrator, and two members of the Kirtland Federation of Teachers. If no resolution is reached regarding the dispute, the concerned party may at that time file a formal grievance in accordance with Article XIV of the master agreement.

ARTICLE XI **INSTRUCTIONAL LOAD**

- A. Class size is negotiated between the administration and the federation.
- B. A base teaching load will consist of courses taught in the fall and winter semesters. A base teaching load will consist of either 480 hours [15 contact hours per week x 16 weeks x 2 semesters] or 512 contact hours [16 contact hours per week x 16 weeks x 2 semesters].

480 contact hour loads: English, criminal justice, business, computer information systems, speech/communication, social science/humanities.

512 contact hour loads: math, science, health careers, automotive, CAD, manufacturing.

- 1. 1 hour of lecture equals 1 contact hour
- 2. 1 hour of lab equals 1 contact hour
- 3. Cluster Classes: when an instructor teaches two or more courses within the same block of time, it will be treated as if the instructor were teaching one course in that block of time.
- 4. A team-taught class will be defined as any course where two or more instructors teach a class and where each of the instructors involved in that class will participate in all of the scheduled class sessions during the semester.

All team-taught classes will be compensated as follows: all team taught classes will count as a full class and as part of the load of any full-time instructor who teaches such a class. Each full-time instructor who teaches a team-taught class will count the weekly contact hours as part of his/her total contact hours for the academic year.

If an instructor teaches a part or segment of a class and the rest of that class is taught by another instructor(s) which does not fit the definition of a team-taught class, he/she will receive credit for the number of contact hours actually taught.

- C. If an instructor teaches more than the required number of contact hours for the base teaching load, he/she will receive an overload payment for every contact hour above the number required for the base load. Overload payment shall be at \$35.94 per contact hour [$\$35.94 \times 16 \text{ contact hours} = \575].
- D. Instructors with teaching assignments involving more than three (3) preparations in a semester will be paid \$500 for each preparation beyond three (clusters count as 1 preparation; one credit hour classes count as .04 of a preparation). Fractions above three preps will be paid at the fraction of \$500. The provision shall not apply to an instructor with an overload (more than 5 classes in one

semester) that requires a fifth preparation. Science labs are not considered a separate preparation. No credit for preps will be given for open entry/open exit/open studio format courses.

- E. If an instructor teaches less than the base teaching load during the academic year, two options exist.
 - 1. The instructor will have the option of making up the deficiency by teaching the appropriate number of classes during the summer semester. If there are not sufficient students to offer the compensatory summer classes or an instructor chooses not to make up a deficient load by teaching during the summer semester, the appropriate dean will specify an additional teaching assignment during either the fall or winter semester of the following regular academic year.
 - 2. The instructor may be placed on release time and perform an assignment mutually agreed upon with the appropriate dean. Release time will be published in a memo/ newsletter from the chief instructional administrator's office.

- F. Instructors will be assigned a home campus at the beginning of each semester. Instructors who teach either at a non-home campus or off-campus class assignments as part of their regular assignment shall receive an additional \$300 per semester and mileage expenses calculated as follows:

When a faculty member teaches at either the non-home or an off-campus site as well as on the home campus during the same semester, the mileage traveled between the instructors' home and the home campus shall be deducted from the mileage traveled to and from the non-home campus or off-campus site.

However, in that the nursing program is unique, the following shall apply:

- 1. Each nursing faculty member shall have two home teaching bases. The second home base, the clinical base, shall be designated by the administration. A clinical base may be redesignated when it is determined by the administration to be in the best interest of the college.
 - 2. A teaching assignment at any location other than the two home teaching bases shall be designated as an off-campus assignment.
 - 3. The clinical base can be a traditional site where the faculty directly supervises students or a group of students assigned to preceptors at various sites and indirectly supervised by the instructor (i.e. Peds, OB, Mental Health, Leadership).
-
- G. Internship/Externship faculty assignments will include:
A current syllabus shall be on file with the instruction office prior to the beginning of any internship or externship class. The syllabus shall indicate all requirements of the course, the number of credit hours to be awarded, the number of hours per week students will meet with the instructor, due dates for any assignments, and days of the week and times the instructor will be available for assistance, and instructions for contacting the instructor.

Faculty will document activities in writing that occurred at weekly meetings, information gained from the work site supervisor, observations regarding the work site and student progress at the work site. Internship/externship classes will be limited to 20 students. These records will be maintained by the faculty.

Internships/externships shall be paid as a regular class, an overload class, or according to the externship formula, whichever is less.

Internship/externship formula is defined as the independent study rate plus \$20.00 x credit hours x students.

- H. Adjustments in assignments may be made by mutual consent of the instructor and appropriate dean.
- I. Summer courses, excluding those taught to make up deficient loads and those that are required by the administration beyond a 32 week contract, will be compensated separately (see Article XI, N.).
- J. Instructors teaching independent study assignments shall be paid at a calculated average tuition rate per credit hour [percent in-district students from previous academic year times in-district tuition rate of current academic year plus percent of out-of-district students from previous academic year times out-of-district tuition rate of current academic year]. Independent study assignments shall not be part of a regular teaching assignment and will not be included in overload computations. Independent studies will only occur with the mutual consent of the appropriate dean and instructor. Independent studies will not be considered as part of the base load nor will they be calculated in the overload formula.
- K. Other assignments not covered above and compensation for such assignments may be arranged through mutual consent of the instructor and the appropriate dean.
- L. The administration shall have the exclusive right to determine whether there are sufficient numbers of students in class for the college to offer the class.
- M. New distance-learning course development shall be paid at the rate of \$100 per credit hour with a maximum of \$500, paid upon completion of the first semester the course is taught (i.e. fully implemented) by either the developer or someone else. Conversion of traditional courses into distance education courses would not qualify for curriculum development payment.
- N. If a full time faculty member teaches on a Saturday, Sunday, or during the summer, that class will be considered an extra assignment and will be paid at \$745 per average weekly contact hour

For the purpose of this contract, an average weekly contact hour is equal to 16 contact hours. It will not be computed in the overload formula or in the base load.

- O. All other weekend and summer special assignments will be posted and assigned in accordance with Article X paragraph C.
- P. The college day is from 7 a.m. to 11 p.m. Instructors may be scheduled at any time during this period as requirements are determined. However, except for very unusual situations, no instructor will be scheduled for classes over a period greater than nine hours in any one day except by mutual agreement. An instructor who teaches an evening class which begins after 6 p.m. as part of his/her regular load shall not be assigned, without the instructor's consent, a class prior to 9 a.m. on a morning of or after he/she has taught an evening class.

- Q. Instructors who teach three or more preps during the same class period (“cluster classes”) shall be compensated at a rate of \$165.00 for each preparation over two.

ARTICLE XII
SPECIAL LOADS

A. Cosmetology

A cosmetology instructor shall work the same contract period as the regular two semester college calendar provides. A cosmetology instructor shall teach a load not to exceed twenty-eight (28) contact hours per week.

B. Counselors and Director of Tutorial Services

Load will be an average of 40 hours per week. Counselors and the director of tutorial services will work 215 days providing services during the college’s fiscal year.

C. Flex Load – Office Information Systems

A base load for Office Information System faculty teaching in a FLEX environment shall be 8,640 student contact hours (30 class contact x 16 weeks x 18 students), 20 hours per week of lab, and 5 hours per week of scheduled office hours.

Overload pay for any student contact hours above 11,520 (30 class contact hours x 16 weeks x 24 students) shall be paid on a prorated basis in accordance with the schedule in Article XI, B. per 384 student contact hours.

For the purpose of summer pay, 384 student contact hours shall equal one average weekly contact hour.

D. Open Art Studio Load

A base load for art faculty teaching a combination of traditional classes and open student environment shall be 7,680 student contact hours (32 class contact hours x 16 weeks x 15 students), 30 hours per week of lab and 5 office hours per week.

Overload pay for any student contact hours above 10,752 student contact hours (32 class contact hours x 16 weeks x 21 students) shall be paid on a prorated basis in accordance with the schedule in Article XI, B. per 240 (16 weeks x 15 students) student contact hours.

Student contact hours between 7,680 and 10,752 are considered as part of the base load.

For the purpose of summer pay, 240 student contact hours shall equal one average weekly contact hour.

- E.** A base load for a full-time M-TEC faculty member teaching a combination of traditional classes and FLEX class shall be 7,680 equated student contact hours (32 class contact hour x 16 weeks x 15 students), 30 hours per week of lab and 5 office hours per week.

Equated student contact hours will be calculated as the total number of student contact hours in a given program times the hours faculty have scheduled in lab divided by total number of hours

scheduled for lab for the program. In other words, a faculty member will be credited with the same percentage of student contact hours as he/she covers the lab.

Overload pay for any equated contact hours above 10,752 equated student contact hours (32 class contact hours x 16 weeks x 21 students) shall be paid on a prorated basis in accordance with the schedule in Article XI, B. per 240 (16 weeks x 15 students) equated contact hours.

Equated student contact hours between 7,680 and 10,752 are considered as part of the base load.

For the purpose of summer pay, 240 equated student contact hours shall equal one average weekly contact hour.

- F. The base load for the criminal justice faculty position shall consist of 288 contact hours (9 contact hours per week x 16 weeks x 2 semesters) and coordination of the corrections program in-service training and academies for the Corrections Consortium, for the fall and winter semesters. Public safety and summer semester responsibilities are not included in this base load and will be paid separately.

ARTICLE XIII **TEACHING CONDITIONS**

The board of trustees and the federation recognize that the availability of optimum school facilities for student and instructor are desirable to insure high quality instruction. It is acknowledged that the primary duty and responsibility of the instructor is to teach and that organization of the college facility should be centered around this objective. However, the mission of the college requires additional commitment on the part of the teaching staff.

- A. Where feasible, the board agrees to provide typing, duplicating, and secretarial facilities to aid instructors in the preparation of instructional material.
- B. Where feasible, the board agrees to provide secretarial services and work-study personnel for purposes of clerical and other instructor designated duties.
- C. Where feasible, telephone facilities shall be made available to instructors for college business purposes as determined by the administration.
- D. Adequate parking facilities shall be provided within a reasonable distance from instructional facilities and offices.
- E. The board shall provide a room which shall be reserved for use as a faculty lounge; said lounge to be furnished with tables, chairs, lounge furniture, microwave, and refrigerator. The lounge shall be used by faculty and guests for lounge purposes only during the instructional day.
- F. POL 5.435 does not apply to faculty.

ARTICLE XIV
GRIEVANCE PROCEDURE

- A. Any claim by the federation or instructor that there has been a violation, misinterpretation, or misapplication of the terms of this agreement shall be resolved through the procedures set forth herein.
- B. All time limits herein shall consist of business days. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.
- C. In the handling and processing of a grievance, the following procedure shall apply:
Step 1 (Verbal) - Any instructor who believes he/she has a grievance shall first address the matter verbally with the appropriate administrator within seven business days of its occurrence or knowledge of its occurrence, on an informal basis. The federation representative may be present at this informal conference if requested.

Step 2 (Written) - If the grievance is not resolved at the informal step (1), then the complaint should be reduced to a written grievance and submitted to the appropriate instructional administrator or his/her designee. The written grievance must be submitted to the appropriate instructional administrator within fourteen business days, with the exclusion of issues dealing with rate of pay, from the time of the discussion between the grievant(s) and the administration, as identified in the first paragraph of Step 1.

Within seven business days after the presentation of the written grievance, the appropriate instructional administrator or his/her designee shall give his/her answer, in writing, to the grievant(s).

Step 3. (President) - In the event the grievant(s) is not satisfied with the disposition of his/her grievance at Step 2, within seven business days after the date of the instructional administrator or his/her designee's answer, the federation may appeal in writing, the grievance for the grievant(s) to the President of the college or his/her designee.

Within seven business days after receipt of such request for appeal, the President of the college or his/her designee shall hold a meeting in an attempt to resolve the grievance. Only the necessary persons to the grievance shall be present at such meeting.

Step 4. (Board of Trustees) - if the grievance is not settled at step 3, the President of the college will inform the board of the grievance and indicate that said grievance may be submitted to arbitration within seven business days after the date of the answer by the college president to Step 3.

Step 5. - The president of the federation may refer the matter to arbitration provided that notice to refer the matter is given to the President of the college within seven business days from the date of the college president's written decision in Step 2. Within seven business days after the date of the written request for arbitration, the President of the college or his/her designee and the federation or its designee shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within twenty (20) business days from the close of the hearing. The arbitrator's decision shall be final and binding upon the employer, the federation, and the employee or employees involved.

The arbitrator shall have no authority except to pass upon violations of the expressed provisions of this agreement and to determine disputes involving the application or interpretation of such expressed provisions. The arbitrator shall construe this agreement in a manner which does not interfere with the exercise of the board's rights and responsibilities except where they have been expressly and clearly limited by the terms of this agreement.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this agreement and shall not substitute his/her judgment for that of the employer where the employer is given discretion by the terms of this agreement or by the nature of the area in which the employer was acting. The arbitrator shall not render any recommendation which would require or permit an action in violation of Michigan school laws.

The arbitrator's fees and expenses shall be shared by the employer and the federation equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

- D. The filing of the grievance shall in no way interfere with the right of the board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- E. In the event the alleged grievance involves an order, requirement, etc., the grievant(s) shall fulfill or carry out such an order or requirement, etc., pending the final decision of the grievance.
- F. Nothing contained herein shall be construed as limiting the right of any instructor having a grievance to discussing and having it resolved informally with the employer provided that the federation be given the opportunity to be present at hearings or meetings of such grievance and that the final decision by the employer is not inconsistent with the terms of this agreement.
- G. No claim for reimbursement shall exceed the amount of what the grievant or grievants would otherwise have earned during the period of time the grievance was in existence.
- H. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this agreement.
- I. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the employer.
- J. Only an employee of Kirtland Community College who is a member of the bargaining unit as described in Article I has the right to file a grievance.

ARTICLE XV
EMPLOYMENT PRACTICES

The procedure for professional employment shall be consistent with board policy as stated in appendix E of the Kirtland Community College affirmative action plan.

A. **HIRING PROCEDURE**

It shall be the policy of the college to encourage faculty member participation in the selection of professional staff represented by the bargaining unit.

1. When a faculty position is open, members of the respective discipline who are on campus and are available shall have the opportunity to review applications, interview candidates, and recommend appointees for the vacancy, with no reference to rank order. However, the board reserves the right to consider recommendations and applications from other sources.
2. Temporary positions may be filled by one year appointments (i.e. sabbatical, sick leave, special programs).
3. The preferred minimum educational requirement for full-time instructional personnel shall be a Master's degree and two years teaching experience; or the equivalent technical education and/or experience.
4. Each instructor who shall be offered a letter of appointment or contract for a position at Kirtland Community College shall be provided with a copy of this agreement. The letter of appointment shall state the title of the position, educational level, and salary range placement.

It is the exclusive right of the administration to determine step placement based upon experience, qualifications, needs of the college, and the market for instructors (supply and demand).

B. **PROBATION – FACULTY NEWLY EMPLOYED**

1. Faculty members newly employed under the provisions of this agreement shall have the status of probationary employees for a two academic year period.

Evaluation of probationary full-time faculty will be completed by the appropriate instructional administrator. A minimum of two evaluations shall be completed during each semester of the probationary period. Written feedback shall be shared with the instructor within a month of when an evaluation was done. Following its review, a faculty member shall sign the evaluation and can add any written comments that he/she deems appropriate. One copy of the evaluation shall be retained by the faculty, the other copy shall be filed with the human resources office.

Monthly meetings will be scheduled between the probationary faculty member and the instructional administrator to discuss any issues that arise. Each probationary faculty member will be assigned a mutually agreed upon mentor that will assist the probationary faculty member with daily needs.

At the end of each academic year, a probationary faculty member will submit a self-evaluation to the appropriate instructional administrator. The self-evaluation will include the instructor's

assessment of his/her strengths and weaknesses and a plan for improvement. The instructor will also state his/her goals for the next academic year.

At the completion of the first academic year, the appropriate dean shall submit one of the following recommendations to the chief instructional administrator:

- 1) Continued employment with probation
- 2) Non-renewal of contract

If an action plan is necessary, the instructor and the appropriate dean will jointly develop and agree to one.

Upon acceptance by the chief instructional administrator, any faculty member recommended for continued employment with probation shall undergo a repeat of the procedure for evaluating probationary faculty during the next academic year.

At the end of the second year of probation, the appropriate dean will submit one of the following recommendations to the chief instructional administrator:

- 1) Continued employment without probation
- 2) Non-renewal of contract

The chief instructional administrator will review the recommendation and then provide his/her recommendation to the president.

Subject to the recommendation, the president may extend the probation for one year or remove the probationary status. If a third year of probation is granted by the president, at the end of that year, a final decision of either a renewal or non-renewal will be made.

The grievance procedure shall not be used as a recourse in termination of employment for a probationary employee.

C. TERMINATION PROCEDURE – (APPLIES ONLY TO NON-PROBATIONARY INSTRUCTORS).

1. An instructor may be disciplined for just cause which shall include, but not be limited to the following:
 - a. Instructional incompetency
 - b. Failure to perform contractual obligations or the willful disregard of board policy
 - c. Conviction of a felony, or contributing to the delinquency of a minor
 - d. Falsification of information
 - e. Participation in a strike
2. A notice of the intention to terminate a contract must be furnished an instructor at least sixty (60) calendar days prior to time of termination. A written statement of the reasons for termination must accompany the notice.
 - a. The grievance procedure may be used to contest any form of discipline

D. Temporary full-time faculty

It is understood that extenuating circumstances will occur that may result in the need to hire a temporary full-time instructor in order to meet the instructional needs of the college. Should this

occur, a temporary full time contract shall be awarded for a period not to exceed three consecutive semesters. The appropriate dean shall inform the union president prior to invoking this article. Temporary full-time faculty are not eligible for membership in the bargaining unit.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

- A. Any individual contract between the board and an individual instructor heretofore executed shall be subject to and consistent with the terms and conditions of this agreement and any individual contract thereafter executed shall be expressly made and subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement during its duration, this agreement shall be controlling.
- B. This agreement supersedes any rules, regulations or practices of board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of the agreement for the use of the faculty federation membership shall be furnished at the expense of the board. The cost of producing this agreement for employees, board members, and administrators shall be the responsibility of the board.
- E. Instructors authorized and required to drive their personal automobiles in the course of their work for such things as field trips, surveys, conferences and off campus classes, etc. shall be compensated at the current rate per mile as determined by the board resolution.
- F. Salaries shall be disbursed in bi-weekly payment on a twelve (12) month basis. An instructor who completes his/her yearly teaching assignment in 10 months or less may request to be paid in bi-weekly payments on a 10 month basis.
- G. Faculty members and their spouses and dependent children may enroll, tuition free, in courses offered by the college with the following limitations:
 - 1. The combined pool for all participating faculty members, their spouses, and dependent children shall not exceed \$15,000 for tuition at Kirtland in one fiscal year.
 - 2. Application fees, student activity fees, and book and class fees must be paid by the recipient of the tuition grant.
 - 3. Participation in tuition free class must be with no interference with regular employee responsibilities.

- H. The faculty federation will not engage in or encourage strikes, any work stoppage, or slow-down during the duration of this agreement.
- I. The faculty members agree to comply with all state laws and regulations regarding the operation of community colleges within the state of Michigan.
- J. Selection of proposed textbooks shall be by the instructor within the appropriate discipline and so recommended to the appropriate dean. The final decision on the selection of textbooks shall be by the appropriate dean.
- K. Any item of this contract may be opened to re-negotiation with the mutual consent of both parties.
- L. It is understood that the following guidelines shall apply to the instructional calendar for the fall and winter semesters unless changes are made mandatory by the state of Michigan:
 - 1. Regular two semester:
160 contract days (5 days x 32 weeks) for faculty
 - 2. The start of the fall semester shall occur on or about the 1st of September.
 - 3. The college calendar for an academic year, including the summer school session following the academic year, shall originate with the calendar committee appointed by the President. The committee will be composed of two federation members, two administrators, and one student. The calendar committee's calendar proposal shall be forwarded to the CAT (College Administrative Team). The CAT shall recommend a calendar to the college President. The board shall make the final determination as to the calendar to be adopted.
 - 4. Provisions shall be made for the following holidays:

Labor day	1 day
Thanksgiving	2 days – Thursday and Friday
Christmas Day	1 day
New Year's Day	1 day
Good Friday	1 day
Memorial Day	1 day
Independence Day	1 day
- M. The board has the exclusive right to initiate, eliminate, or modify college programs to meet the changing needs of the college and its constituents. It is recognized by both parties that all college programs are under continuing critical review and there is a possibility that current staffing needs and staffing configuration could change. Enrollment factors may also cause adjustment to part-time status.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2013. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

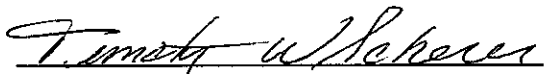
IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives.

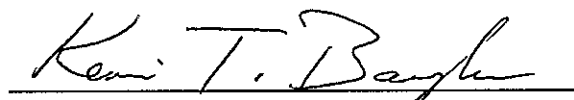
Signed this 16th day of June, 2011
BOARD OF TRUSTEES OF
KIRTLAND COMMUNITY COLLEGE

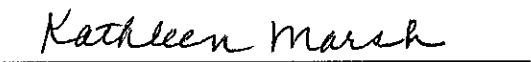
Signed this 16th day of June, 2011
FEDERATION OF TEACHERS
KIRTLAND COMMUNITY COLLEGE


BY:

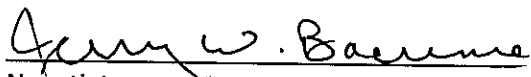
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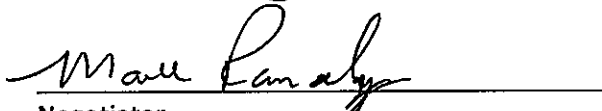

Negotiator

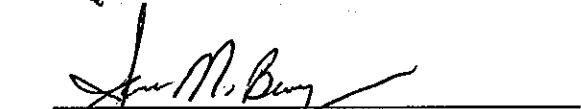

Negotiator



Negotiator


Negotiator


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Negotiator


Federation President


Vice Chairman, Board of Trustees

STATEMENT OF ASSURANCE OF COMPLIANCE WITH FEDERAL LAW

Kirtland Community College complies with all federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of Kirtland Community College that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination from the U.S. Department of Education. The college Title IX and Section 504 coordinator is the director of human resources of Kirtland Community College, 10775 N. St. Helen Road, Roscommon, MI 48653, phone (989) 275-5000. Any questions concerning the above should be referred to the business office.

APPENDIX A – CLARIFICATION

Part-time Nursing Faculty – The part-time nursing faculty shall continue to be excluded from the faculty bargaining unit. The definition of a part-time nursing faculty is as follows:

1. The instructor teaches only clinical hours and has no lecture responsibilities.
2. The instructor teaches only lecture hours (no clinical responsibilities), and these lecture hours are less than a full-time load.
3. The instructor teaches both lecture and clinical hours which are less than a full-time load