

AGREEMENT

Between the

BOARD OF TRUSTEES

Of the

COMMUNITY COLLEGE DISTRICT

Of the

COUNTY OF MACOMB

And the

ASSOCIATION OF ADJUNCT FACULTY
OF MACOMB COMMUNITY COLLEGE

August 12, 2024 - August 11, 2027

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AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF
THE COMMUNITY COLLEGE DISTRICT OF
THE COUNTY OF MACOMB

and

ASSOCIATION OF ADJUNCT FACULTY
OF MACOMB COMMUNITY COLLEGE

This Agreement is made on March 19, 2013, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called "the Board") and the Association of Adjunct Faculty of Macomb Community College, (hereinafter referred to as AAFMCC).

The Board and AAFMCC have a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain in good faith with respect to hours, wages, terms and conditions of employment.

Therefore, it is agreed:

PURPOSE AND INTENT

The general purpose of this Agreement is to establish the wages, hours, and terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of Macomb Community College and AAFMCC.

The parties recognize that a sound educational program is a primary objective of the College. The parties also recognize that an important element in the relationship between the College and AAFMCC in meeting the diverse and changing needs of the community, students, and clients the College serves is to provide for a process for change. Each new effort should be considered as a building block to the future. The parties acknowledge their commitment to this joint process. We recognize the freedom to present views or proposals for consideration. To facilitate a process for change, the parties recognize that the contract needs to provide flexibility from time to time for innovation in educational programs and/or services.

The parties acknowledge that trust is a shared responsibility and is the cornerstone of any relationship. Efforts will be made by administrators and faculty to maintain communication and collaboration. Maintaining and enhancing the quality of the curriculum, instruction, and services is essential to student learning and success.

To these ends, the College and AAFMCC encourage to the fullest degree friendly and

cooperative relations between the respective representatives at all levels and among all adjunct faculty members.

SECTION 1 RECOGNITION

- 1.1 The College recognizes the Association of Adjunct Faculty of Macomb Community College as the sole and exclusive bargaining agent, as defined in Act 379 of the Michigan Public Acts, 1965, for all adjunct faculty employed by Macomb Community College, excluding administrators, supervisory personnel, anyone represented by another labor organization at the College, and all other college employees. The College recognizes the Association of Adjunct Faculty of Macomb Community College as the sole and exclusive bargaining agent for Police Academy Teaching Assistants, Emergency Medical Services Teaching Assistants and Fire Academy Teaching Assistants.
- 1.2 College employees who are excluded from the bargaining unit under sub-section 1.1 may be employed as adjunct faculty and treated the same as bargaining unit members under Section 4, below.
- 1.3 The College agrees not to recognize or negotiate with any faculty organization or individual other than AAFMCC on matters concerning wages, hours, terms and conditions of employment of bargaining unit members for the duration of this Agreement or during any extension of this Agreement.
- 1.4 Any adjunct faculty position not included in, nor specifically excluded from the bargaining unit in subsection 1.1 must be subjected to negotiation between the College and AAFMCC to determine whether such position should be included in the bargaining unit. It will be the responsibility of the VP of Human Resources to advise the president of AAFMCC in writing of postings of all new positions.
- 1.5 No administrative duties will be added to any position within the bargaining unit that has the effect of removing such position from the bargaining unit without prior negotiation and agreement with AAFMCC.

SECTION 2 AUTHORITY OF THE BOARD OF TRUSTEES

- 2.1 Except as expressly and specifically limited by this Agreement, the Board, on its own behalf and on behalf of the electors of the Board, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Michigan and the United States, including-but without limiting the generality of the foregoing-the right to:
 - the executive management and administrative control of the College and its properties and facilities;
 - hire and evaluate all employees and determine their qualifications and the conditions for their employment, including discipline or discharge;
 - determine the methods, means and number of personnel by which operations are to be

- conducted;
- schedule the academic year and to create, schedule, modify or eliminate courses;
- establish and enforce policies, rules, and regulations as it may deem best for the purpose of maintaining order, safety, and the efficient and effective operation of the College's programs and facilities;
- take such actions as may be necessary to carry out the missions of the College in the case of emergency.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the College, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

SECTION 3 COLLEGE- AAFMCC RELATIONSHIP

PREAMBLE

This section reflects the College's Institutional Priorities as outlined in the College's Vision 2025 Statement. Specifically, the following articles aim to contribute to the following two objectives:

1. Develop and implement strategies and models to improve student success.
2. Recruit and retain diverse faculty and staff and support their professional and personal development.

Given that adjunct faculty are highly valued members of the Macomb Community College faculty staff, the administration acknowledges that Macomb students and the institution overall could benefit from recommendations and instructional initiatives that materialize from committees that include adjunct faculty involvement. Granting adjunct faculty opportunities for involvement in initiatives that have a positive impact on student learning establishes a more inclusive model for improving student success.

Furthermore, fostering opportunities for adjunct faculty to utilize their expertise and experience beyond the classroom and meaningfully engage with their colleagues authenticates their value and engenders their professional and personal development.

- 3.1 The College will make available to AAFMCC, upon request, all statistics and financial information in its possession that is necessary for negotiation of a new collective bargaining agreement.
- 3.2 The president of AAFMCC will be furnished with an electronic version of the agenda of each public meeting of the Board with all non-confidential attachments at the same

time regular distribution is made. Such agendas with non-confidential attachments are also available on the College website.

- 3.3 The president of AAFMCC will be furnished with an electronic version of the approved minutes of each public meeting of the Board at the same time regular distribution is made. Such minutes will also be available on the college's website.
- 3.4 Items requested by the president of AAFMCC will appear on the Board agenda provided written notification of the nature of such items is submitted to the office of the College president by noon at least eight (8) workdays preceding the date of a regularly scheduled meeting. However, this provision will not be used as a means of circumventing the grievance procedure of this Agreement.
- 3.5 Board - AAFMCC arrangements described in subsection 3.4 will not preclude appearances before the Board by an adjunct faculty acting on their own behalf on issues other than wages, hours, working conditions, or grievances. An adjunct faculty wishing to appear before the Board will submit a written statement to the office of the president of the College detailing the nature of the matters to be presented at least seven (7) workdays preceding the date of a regularly scheduled meeting. The adjunct faculty member may also submit a copy to the president of AAFMCC if they so choose.
- 3.6 Adequate rooms at the College will be provided for AAFMCC meetings and special programs, provided that the arrangements are made at least five (5) calendar days in advance with the administration, and provided that no cancellation of the instructional program will result. AAFMCC members will have the right to transact AAFMCC business on school property provided such activities do not obstruct instructional programs.
- 3.7 The College will work with the AAFMCC to attempt to provide office and conference room space at either South or Center Campus. It is understood that the decision to provide space will be at the College's discretion. A telephone with voice mail, a computer and access to the College network will be provided in the office of AAFMCC, when and if such space is provided. The AAFMCC prefers that if such space is made available that it be at Center Campus.
- 3.8 AAFMCC will have the right to use designated College bulletin boards, faculty mailboxes, and e-mail to communicate with its members in each area provided all communications are clearly identified as originating from AAFMCC. The email communications are subject to the College's Acceptable IT Use policy which is located on the college's website.
- 3.9 Members of the bargaining unit will not suffer a loss of pay if, by mutual agreement of the College and AAFMCC, they participate during working hours in conferences and meetings with the administration that involve or derive from this Agreement.
- 3.10 The College will pay the cost of academic dress for adjunct faculty participating in commencement exercises. Such participation is encouraged but will be voluntary.

- 3.11 The College will provide a "load report" in electronic spreadsheet format to the AAFMCC one (1) time per month which will contain a listing of the adjuncts employed as well as a list of assignments.
- 3.12 The College will make a reasonable effort to notify adjunct faculty promptly whenever there is an official closing of the College because of natural disaster, inclement weather, or other cause.
- 3.13 For currently established or new committees, councils, or work groups that include adjunct faculty members or committees that would benefit from adjunct faculty representation and input, the College will provide opportunities for adjunct faculty participation and representation. These committees include but are not limited to the following:
 - a. The Student Success Council
 - b. The Adjunct Faculty Engagement Committee
 - c. The Assessment of Student Learning Committee
 - d. Other committees that the College deems appropriate
- 3.14 When an adjunct faculty member is requested by the Associate Dean or Dean to participate in department meetings or Institutional meetings or on campus Center for Teaching and Learning new adjunct orientation (e.g., Faculty Development or Institutional Development Days), the adjunct faculty will receive compensation in the amount of seventy-five (\$75) dollars for each department meeting or Institutional meetings. The meetings' duration must be at least one hour for the adjunct faculty member to receive compensation.
- 3.15 As of August 13, 2024, the adjunct faculty will receive payment based upon funding availability for mandatory training as required by the Provost and/or the Vice President of Human Resources or their designee. The provost and the Vice President of Human Resources will determine the compensation for the mandatory trainings.
- 3.16 When the Provost invites an adjunct faculty member to participate on established or new committees, councils, or work groups, compensation commensurate with fifty dollars (\$50) per contact hour the Provost deems necessary to actively engage and participate will be established and offered. Upon acceptance of the offer by the adjunct faculty member, compensation will be paid for participation on a semester-by-semester basis. An adjunct faculty member will not be paid for any hours beyond what was established. Participation by an adjunct faculty member on established or new committees, councils, or work groups is not required.

SECTION 4 SELECTION OF ADJUNCT FACULTY

Preamble: The spirit of Section 4 is to provide for the staffing of classes with the goal of enhancing the opportunity for student success. This goal is achieved when adjunct faculty and the college strive to meet their respective contractual obligations in good faith, each respecting the other in the process of the assignment of classes.

- 4.1 The immediate supervisor may offer teaching assignments to qualified candidates only after full-time faculty have selected their base and extra- contractual loads.
- 4.2 An adjunct faculty will inform the immediate supervisor of their availability to teach specifying the days of the week and hours of availability by the third (3rd) Monday in August for the winter term and by the third (3rd) Monday in February for the spring/summer terms, and by the third (3rd) Monday in March for the Fall term. An adjunct faculty member who fails to provide timely notification will forfeit their rights under this Section for the upcoming term.
- 4.3 An adjunct faculty in Nursing will inform the immediate supervisor of their availability to teach, specifying the days of the week and hours of availability by the third (3rd) Monday in August for the winter term and by the third (3rd) Monday in February for the spring/summer and fall terms. An adjunct faculty who fails to provide timely notification will forfeit their rights under this Section for the upcoming term.
- 4.4 Subject to limitations imposed by load restrictions, including the yearly hard cap set forth in Section 10.1, the available supply of sections, and the qualifications required by Section 5, the immediate supervisor based on the adjunct faculty's declared availability, will follow seniority order to offer each adjunct faculty two (2) tentative assignments, in each fall and winter term, unless the adjunct faculty has declared on their availability that they prefer to teach one (1) section. Should the adjunct instructor be below the yearly hard cap set forth in Section 10.1 at the conclusion of the academic year (fall and winter semesters), then in the spring/summer term, the immediate supervisor will offer the adjunct instructor one (1) tentative assignment based on the adjunct instructor's declared availability in seniority order. Should the adjunct instructor be at or above the yearly hard cap set forth in Section 10.1 at the conclusion of the academic year, they will not be eligible for one assignment for spring/summer term until the list has been exhausted. The immediate supervisor will email tentative assignments no less than sixty (60) calendar days prior to the first day of the semester in the fall and winter term and no less than thirty (30) calendar days prior to the first day of the semester in the spring/summer term.
 - A. Adjunct Instructors will have five (5) workdays to respond to assignment offers.
- 4.5 Subject to the yearly hard cap set forth in Section 10.1.a, all remaining class sections will be offered to qualified adjunct faculty on the roster based on their declared availability before a new adjunct faculty may be hired in the discipline.
- 4.6 For the purposes of subsections 4.4 and 4.5, two assignments will be treated as a single assignment if each assignment consists of two (2) equated hours or less.
- 4.7 All tentative assignments are subject to class cancellation and selection by full-time faculty under the terms of the collective bargaining agreement with the full-time faculty.

- 4.8 When an adjunct faculty's assigned class is cancelled or reassigned to a full-time faculty seven (7) or more work days prior to the first day of the semester, and as a result is left with less than two (2) assignments for fall and winter term, or left with no assignment in the spring/summer term, the adjunct faculty based on their declared availability will have the right of reassignment to an unassigned section, or to another adjunct faculty's assigned section in order of seniority. The immediate supervisor will notify the adjunct faculty of the class cancellation and the replacement assignment as soon as reasonably possible. The adjunct faculty must exercise this right of reassignment on or before the same time on the following workday of notification and confirm acceptance of the reassignment by email to the supervisor or the right of reassignment is lost. There will be no right of reassignment six (6) workdays or less prior to the first day of the semester.
- 4.9 Once reassignment takes place, an adjunct faculty's load will not exceed two assignments for Fall or Winter term or one (1) assignment for Spring/Summer term or the yearly hard cap set forth in Section 10.1. An adjunct faculty whose assignment(s) are cancelled or reassigned to a full-time faculty or higher seniority adjunct faculty, and, as a result, is left with two (2) or more fall/winter assignments or one (1) or more spring/summer assignments, will not have the right of reassignment.
- 4.10 In spring/summer term, an adjunct faculty whose assignment(s) is/are cancelled or reassigned to a full-time faculty and, as a result, is left with no assignment will have the right of reassignment based on their declared availability and in seniority order in accordance with 4.8. Once reassignment takes place for spring/summer term, an adjunct faculty's load will not exceed one (1) assignment, or the yearly hard cap set forth in Section 10.1. An adjunct faculty, whose assignment(s) is/are cancelled or reassigned to a full-time faculty, and, as a result, is left with one (1) assignment, will not have the right of reassignment.
- 4.11 An adjunct faculty that has an initial assignment(s) lost to an adjunct faculty with higher seniority will not have the right to reassignment, regardless of how many assignments, if any, that adjunct faculty has remaining.
- 4.12 An adjunct faculty that accepts an assignment and thereafter withdraws from that assignment fifteen (15) calendar days or less before the start of class is only eligible for a single assignment if the next term is fall or winter, or eligible for no assignment if the next term is spring/summer. An adjunct faculty that accepts an assignment and thereafter withdraws from that assignment fifteen (15) calendar days or less before the first day of classes and does so two (2) times in a period of three (3) academic years will be removed from the roster of candidates and be ineligible to teach at the College in future semesters. The adjunct's immediate supervisor may excuse a withdrawal based upon extenuating circumstances.
- 4.13 In the event that an adjunct faculty who had previously accepted two (2) or more assignments is left with only one (1) assignment, under any circumstances, will have the right to withdraw from that one remaining assignment within 24 hours of notification of the loss of assignment(s) without the application of subparagraph 4.12.

- 4.14 Seniority in a discipline will be based on an adjunct faculty's date of hire by the College. This seniority date will be adjusted to reflect any break in service in the discipline that exceeds two (2) years. Adjunct faculty first hired prior to January 1, 1986, will have a disciplinary seniority date of January 1, 1986, prior to any adjustment. In the event that adjunct faculty members have the same date of hire, the number of equated hours taught will serve as the deciding factor. An adjunct faculty who has had a break in service that exceeds three years will be removed from the seniority list. Should the adjunct faculty be re-hired by the college, their seniority date will be adjusted to reflect the break in service and all time away from the college will be removed from the adjunct faculty's seniority, and, in accordance with Section 15, they will be placed back on the step occupied prior to the adjunct faculty's removal from the seniority list.
- 4.15 Seniority for adjunct faculty is campus specific (i.e., South Campus, Center Campus, East Campus, and MTEC), except for district wide disciplines, online offerings, or when specified in the discipline plan.
- 4.16 The College will provide AAFMCC with an electronic updated seniority list of all adjunct faculty on July 1 for use in scheduling the fall term, on November 15 for use in the winter term, and on March 15 for the Spring/Summer term. The list will indicate the date of hire and the amount of seniority in the adjunct faculty's discipline(s). Disputes concerning the accuracy of the list will be filed with the human resources management within twenty (20) calendar days of publication of the list. Should there be no satisfactory resolution within twenty (20) calendar days of the filing of the dispute the adjunct faculty will have the right to initiate a grievance at step 3 of the grievance procedure.
- 4.17 Participation in an administratively prescribed orientation program is mandatory for adjunct faculty employed for the first time.
- 4.18 All adjunct faculty teaching assignments will be made without discrimination as to sex (including sexual harassment), race, age, color, religion, national origin or ancestry, sexual orientation, political beliefs, marital status, or membership or participation in any political, professional, or union organization.
- 4.19 There will be a meeting between January 2025 and March 2025 to discuss the seniority lists and any potential changes to the way seniority is calculated. The union will provide three representatives to attend the meeting and the college will provide four representatives, which includes two from the Learning Unit and two from Human Resources.

SECTION 5 TEACHING QUALIFICATIONS

- 5.1 The minimum general qualification requirement for Arts and Sciences general education courses will be a master's degree in subject matter directly related to the course to be taught, a master's degree in another field and twenty (20) graduate semester hours in the discipline (which may be part of the master's degree course work), or thirty (30) graduate semester hours in the teaching discipline as a part of a program leading to a degree higher

than a master's degree and in compliance with the Higher Learning Commission ("HLC") requirements. Adjunct Faculty who are not in compliance with HLC requirements will be placed on an Individualized Professional Development Plan to become compliant. The College and the employee will work collaboratively to successfully reach compliance.

- 5.2 The minimum general qualification requirement for Career Preparation occupational education courses will be a master's degree in subject matter directly related to the course to be taught or a combination of formal education, specialized training, and recent experience which equates to a master's degree and in compliance with the Higher Learning Commission requirements.
- 5.3 Adjunct faculty of teaching courses that are designed to present and develop occupational skills will have at least two (2) years of experience in the occupational area concerned and in compliance with the Higher Learning Commission requirements.
- 5.4 For certain courses of a specialized nature, such as physical education activities/skill classes (e. g., first aid, skiing, or golf), the general qualifications may differ from those established in subsections 5.1 or 5.2 if agreed upon by the Service Committee. It is also recognized that a discipline may contain one or more courses of such specialized nature that the general qualifications standards established in subsections 5.1 or 5.2 are not alone sufficient to indicate the level of expertise required for teaching. In such cases, the special expertise can be demonstrated by a) having verifiable special training in that course or the teaching of that course, b) having successfully completed at least one course in that specialty, or c) having successfully completed seminars or workshops in that specialty and in compliance with the Higher Learning Commission requirements.
- 5.5 In addition to meeting the general qualification required by subsections 5.1, 5.2, 5.3 or 5.4, an adjunct faculty must possess the specific course competencies requirements for a course that are published by the department no later than June 1 each year.
- 5.6 Adjunct faculty of an online course must be certified as having completed an administratively approved course in online facilitation appropriate for the offering. Center for Teaching and Learning will approve the certification if the training was from a source other than Macomb Community College.
- 5.7 The qualifications for teaching set forth in this Section may be modified by the mutual agreement of the parties.
- 5.8 The College will provide notice of all full-time faculty vacancies as they appear on the college intranet and internet websites.
- 5.9 An adjunct faculty member who possesses the qualifications for a newly created adjunct assignment in another department, area, or campus will have the right to request consideration for an interview.

- 5.10 All newly hired adjunct faculty are on probationary status for two (2) academic years or until they teach 22 equated credit hours, whichever is longer from the date of original hire. During this probationary period, the supervisor may remove the adjunct faculty from the roster of candidates or terminate employment and these actions will not be the subject of a grievance, nor will Section 7.3 apply.
- 5.11 All adjunct faculty members must comply with the Continuity of Education policy. The college will inform the adjunct faculty member if they are not in compliance. Adjunct faculty who teaches in all modalities will need to complete the Learning Management System training.

SECTION 6 EVALUATION OF PERFORMANCE

- 6.1 The following procedures will govern the observation and evaluation of an adjunct's performance of duties:
- a. At the start of each term, an adjunct faculty will be given the adjunct faculty evaluation form, the course syllabus, and the guidelines for the first day handout.
 - b. The immediate supervisor may authorize a full-time faculty in the area or department to observe the classroom performance of the adjunct faculty from time to time independently of the formal evaluation process described below. The full-time faculty will notify the adjunct faculty of his or her intent to visit the classroom at least 24 hours in advance.
 - c. The immediate supervisor may formally evaluate the adjunct faculty from time to time (as provided in Appendix A) and may elect to have a full-time faculty in the area or department participate in the evaluation. The immediate supervisor and the adjunct faculty will mutually schedule the dates and times of classroom visitations for the purpose of evaluation unless there is reasonable cause for an unscheduled visitation.
 - d. The evaluation will be reviewed with the adjunct faculty, who may elect to have an AAFMCC representative present during this consultation. The evaluation form attached to this Agreement as Appendix A will be used to record the adjunct faculty's strengths and weaknesses. If improvements are needed, specific prescriptions and an accompanying timeline will be presented to the adjunct faculty. The adjunct faculty may respond in writing to the evaluation and attach this response to the evaluation form for placement in the personnel file. To remedy any weaknesses, the adjunct faculty will take advantage of any College resources that may be prescribed by the immediate supervisor.
 - e. All evaluative reviews will be conducted in private and remain confidential.
 - f. A follow-up observation will be made in accordance with the timeline presented.
 - g. Following the second observation, the immediate supervisor and the full-time faculty will meet with the adjunct faculty and the AAFMCC representative to review the findings of the second observation. These findings will be documented and contain the comments of those persons involved in the process.

- h. An unsatisfactory rating by the immediate supervisor may result in the removal of the adjunct faculty from the roster of candidates or immediate termination of employment and will not be the subject of a grievance. Just cause as provided in subsection 7.2 will not be required in the event of termination because of an unsatisfactory evaluation.
- 6.2 An adjunct faculty may be required to administer student evaluations in each assigned section. These evaluations may be considered and used in an administrative evaluation under subsection 6.1. The results of such evaluations will be recorded on and consistent with the applicable form. The parties may agree to change these forms by mutual agreement. The student evaluation forms will be distributed and completed during class time. Students will be allowed to complete and submit the forms anonymously. The completed student evaluations will be returned in a sealed envelope to the appropriate administrative office.

SECTION 7 PERFORMANCE ISSUES AND MISCONDUCT

- 7.1 The immediate supervisor will investigate concerns regarding the performance, conduct, or responsibilities of an adjunct faculty and will take appropriate action, up to and including termination of employment and removal from the roster of candidates. Investigation may include classroom visitation without advance notice. The immediate supervisor will document the termination of an adjunct faculty's employment or removal of an adjunct faculty from the roster of candidates.
- 7.2 Notwithstanding Section 6.1 and 7.3, an immediate supervisor may develop a written Performance Improvement Plan (PIP) for an Adjunct instructor. The PIP must include the areas of needed improvement, a plan for successfully meeting the requirements for improvement, and a timeline for review of improvement. Should the immediate supervisor determine that the improvement required has not been obtained, the immediate supervisor may remove the adjunct instructor from the roster of candidates or immediately terminate employment and the decision will not be the subject of a grievance. Just cause as provided in Section 7.3 will not be required in the event of a removal from the roster or a termination due to the failure to meet the requirements of a Performance Improvement Plan. A copy of the Performance Improvement Plan will be placed in the personnel file upon completion.
- 7.3 Except as provided in subsection 5.10, 6.1.8, and 7.2, discipline or discharge of an adjunct faculty may be only for just cause after charges, notice and hearing. All such charges will be in writing, signed by the appropriate administrator, and filed with AAFMCC and the adjunct faculty. The doctrine of progressive discipline will be observed. All disciplinary actions other than verbal warnings will be provided to the Human Resources Employee Relations department and placed in the personnel file.
- 7.4 Disciplinary interviews of an adjunct faculty must be held in private and will remain confidential. The adjunct faculty and the AAFMCC will be notified at least one (1) calendar day in advance of the nature of such interviews and be informed of the right to AAFMCC representation. If the adjunct faculty chooses to have AAFMCC representation, the administration may elect to have representation present at the interview. AAFMCC will be notified in writing of the nature and disposition of the case.

SECTION 8 TEACHING RIGHTS AND RESPONSIBILITIES

- 8.1 An adjunct faculty is entitled to freedom of discussion within the classroom on all matters that are academically relevant to course content as measured by professional standards. In performing teaching duties, an adjunct faculty will:
- Uphold the best scholarly and ethical standards of his or her discipline.
 - Demonstrate respect for students as individuals and adhere to his or her role as an intellectual guide and counselor.
 - Make every reasonable effort to foster honest academic conduct and ensure that his or her evaluations of students reflect each student's performance.
- 8.2 An adjunct faculty is to teach their assigned classes and maintain appropriate records, including grades, in accordance with Board or administrative policy.
- 8.3 An adjunct faculty has a responsibility to try to achieve course outcomes and objectives and to cover course content as established by the full-time faculty in the area. The adjunct faculty also has the responsibility to provide each student at the beginning of the term a course syllabus that presents, but is not limited to, intended course goals or outcomes, potential grading standards and practices, a tentative schedule of assignments and tests, and any other information required by unit policy. These materials will also be provided to the immediate supervisor.
- 8.4 An adjunct faculty will use the textbook(s) selected for the course by the full-time faculty. Textbooks should be ADA compliant. If an ADA textbook is not available, they shall consult Faculty or the Associate Dean. The adjunct faculty member may only utilize personal resources (e.g., web page) for their learning management or classroom management with approval from an Associate Dean or Dean.
- 8.5 An adjunct faculty will be available for student consultation.
- 8.6 An adjunct faculty will avoid the impression of speaking or acting on behalf of the College when speaking or acting as a private person.
- 8.7 If College resources, materials, and facilities are not used in the development of any product for the purpose of personal profit or gain, the product will become the sole property of the adjunct faculty together with all attendant benefits. The use of College resources, materials and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the College and the adjunct faculty.
- 8.8 Adjunct faculty may voluntarily participate in College social, cultural, and professional activities.
- 8.9 An adjunct faculty may not be required to contribute time or work in a department other than his or her own.

- 8.10 The College will provide at no charge year-round, conveniently located, well- maintained, lighted and patrolled parking lots limited to full-time and part-time staff.
- 8.11 An adjunct faculty will be granted one (1) day of paid leave per assignment each term (Fall, Winter, and Spring/Summer). For classes that meet on-campus, the adjunct faculty member must receive prior approval from the Associate Dean of the area for their class to meet remotely.
- 8.12 The College will make reasonable provisions for the health and safety of adjunct faculty while they are on the College's property or at facilities used by the College during the course of their employment. An adjunct faculty will not be required to use any equipment that is in an unsafe condition to the extent that it would be likely to cause injury to a person. An adjunct faculty will be required to use safety equipment at all times when such equipment is provided by the College.
- 8.13 An adjunct faculty may participate in programs in the Professional Development Series without charge, especially as envisioned in subsection 6.1(3).
- 8.14 An adjunct instructor may request approval by his or her immediate supervisor for a leave of absence for professional development purposes for a period of no more than 3 years. Leave time must be continuous. In order to be considered for professional development leave, the adjunct must submit a written request with documentation of the educational plan to the immediate supervisor 90 days prior to the start of the first semester of leave. Seniority will not accrue during a leave, however the instructor will not be removed from the approved list of candidates on account of being absent from teaching during the leave. Sixty (60) days prior to the return from professional development leave, the adjunct must provide proof of completion of the approved professional development activity to immediate supervisor.

SECTION 9 PERSONNEL FILE

- 9.1 There will be only one (1), centrally located personnel file maintained in the Human Resources Department for each adjunct faculty.
- 9.2 An adjunct faculty may add to their personnel file materials that attest to their proficiency and experience. When disciplinary or evaluative material is placed in an adjunct faculty's file, the adjunct faculty will be furnished with a copy of the material and will be permitted to write a rebuttal, which will be attached to the original material in the file.
- 9.3 An adjunct faculty will have the right, upon request, to examine and have copied the contents of their personnel file. The employee may pay a cost for the production of the personnel file based on the Bullard-Plawecki Employee's Right to Know Act. Confidential pre-employment credentials of an evaluative nature may be excluded from this review.
- 9.4 Materials related to disciplinary action which are placed in the personnel file shall remain in the personnel file. After two years from the date of discipline, without intervening disciplinary matters, an adjunct faculty may petition Human Resources to remove the

discipline from their personnel file. An employee or an AAFMCC representative may submit a written request to the Vice President of Human Resources or their designee for the discipline to be removed from the file. When discipline results in suspension or termination, the discipline will remain in the personnel file.

- 9.5 Data confidentiality will be promoted by limiting access to the personnel file to appropriate persons.

SECTION 10 WORKLOAD LIMITS

- 10.1 An adjunct faculty will be limited to twenty-four (24) equated hours per academic year, which will be known as the "yearly hard cap", and no more than twelve (12) equated hours in any one term. Time spent in substitute instruction and sections taught as an Independent Study will not accrue toward the yearly hard cap.
- 10.2 At the discretion of the College an assignment may be made in excess of the term or yearly hard cap as set forth in 10.1

SECTION 11 CONFLICT OF INTEREST

- 11.1 As educational professionals, adjunct faculty recognize the importance of safeguarding their proper relationship with students and with the College. To this end, it is unethical for an adjunct faculty to benefit from his or her employment to the detriment of a student or the institution. Accordingly, it is unethical for an adjunct faculty to:
- A. Coerce or require students to join religious, political, business, charitable, professional, civic, or social organizations, provided that this example does not impair advocacy protected by the 1st Amendment. An adjunct faculty may, of course, recommend that his or her students join professional and/or academic organizations.
 - B. Coerce or require students to engage in a business transaction from which the adjunct faculty will profit.
 - C. Solicit or engage in a sexual act or unlawful activity with a student.
 - D. Compete with Macomb Community College offerings by a) soliciting or otherwise exerting pressure on students to avail themselves of such services or course offerings, or b) using a course syllabus or other instructional materials provided by Macomb Community College in teaching at other institutions. However, it is entirely permissible for an adjunct faculty to teach at other institutions as long as those teaching activities do not interfere with the performance of the adjunct faculty's responsibilities at Macomb Community College. See Appendix B Definitions.
 - E. Disclose confidential information acquired by virtue of his/her position to a competitor of the College.

- F. Accept any tangible or intangible property (unless de minimus) in return for an action or forbearance or the exercise of influence in a College matter.
- G. The term "student" as used here is defined as a student who is currently enrolled at Macomb Community College in any number of courses, in any format at the College for any semester.
- H. Violation of these ethical principles may result in discipline up to and including termination.

SECTION 12 GRIEVANCE PROCEDURE

- 12.1 A grievance is defined as an allegation by AAFMCC that there has been a violation of this Agreement. All written grievances will be submitted on forms provided by the College. The College shall not be required to pay compensation to a grievant for an issue that arose more than one year from the date of the compensation issue.
- 12.2 All discussions will be kept confidential during the procedural stages of the resolution of a grievance. Each party to this Agreement will furnish to the other party any information in its possession that is necessary for the proper resolution of a grievance.
- 12.3 There will be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual agreement of the parties. The failure of the College to answer a grievance within the specified time limit will automatically move the grievance to the next step in the procedure.
- 12.4 An aggrieved adjunct faculty will be entitled to representation by AAFMCC at each step of the grievance procedure. This representation will include all individuals designated by AAFMCC to appear on behalf of the grievant and AAFMCC. Similarly, the College will have the right to designate individuals to appear on its behalf in addition to the administrators identified in subsection 12.6.
- 12.5 A grievance must be submitted at the appropriate step within twenty (20) workdays from the date of the alleged violation or the date the cause of the grievance becomes known, whichever is later, and answered within twenty (20) workdays from the date it is submitted. A step may be bypassed if the administrator does not have jurisdiction over the cause of the grievance.
- 12.6 Step 0 of this process is informal. The Associate Dean in an Area will inform the Union and Human Resources Employee Relations department of any potential member issues with the adjunct faculty member so the union can potentially correct concerns at the onset. AAFMCC may initiate a grievance at step one by discussing the cause of the grievance with the immediate supervisor. If the grievance is not resolved through informal discussion with the immediate supervisor, AAFMCC may submit a written grievance to the divisional dean (step two). If the grievance is not resolved at step two, AAFMCC may submit the written grievance to the Vice President of Human Resources or their designee (step three). At step three, Human Resources and the union will meet within ten (10) working days of the receipt of the written

grievance.

- 12.7 If the grievance is not resolved at step three, within ten (10) working days of the step three written decision, AAFMCC may request the grievance be submitted to step four, the Mediation Process. Mediation is a nonbinding attempt to settle a grievance prior to arbitration. The grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (“FMCS”). The parties will coordinate a date for mediation as soon as administratively possible, so as not to unduly delay the grievance process. Mediators will be presented with the case facts, receive and review documents and hear testimony from each party. It is agreed that any and all settlement discussions by parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case at arbitration.
- 12.8 If the grievance is not resolved at step four, AAFMCC may file a demand for arbitration with the Federal Mediation Conciliation Services within twenty (20) workdays from the date the answer was received at step three or ten (10) working days after the mediation hearing. A copy of this demand for arbitration will be filed with the vice president for human resources as well.
- 12.9 The arbitral forum is intended to resolve disputes over the interpretation or application of the matters that are specifically covered by this Agreement and that are not excluded from arbitration. The arbitrator will have no power to add to, subtract from, disregard, or modify any of the terms of the Agreement. The award of the arbitrator will be final and binding on all parties. The College and AAFMCC will share the fees and expenses of the arbitrator equally. Any additional costs will be paid by the party incurring the costs.
- 12.10 No restraining, coercive, discriminatory, or retaliatory action of any type will be taken against an adjunct faculty because of the adjunct faculty’s desire to file, institute or participate in a grievance.

SECTION 13 SERVICE COMMITTEE

- 13.1 The AAFMCC representatives on the Service Committee will be the president of AAFMCC and two (2) other AAFMCC members. The College representatives will be the vice president for human resources and two (2) designees of the provost.
- 13.2 The Service Committee is a forum which meets once every two months during the academic year designed to facilitate and improve regular communications between AAFMCC and the College. At Service Committee meetings, the parties will discuss and attempt to cooperatively resolve mutual problems. Service Committee Meetings may include, but will not be limited to conversations that aim to clarify, meaning of this Agreement and discussions about issues that are not currently addressed in this contract that affect the working conditions of the adjunct faculty, the students who they serve, or the relationship between the College and AAFMCC. The deliberations and determinations of the Service Committee will not preclude implementation of the grievance procedure or limit the proper authority of the College or AAFMCC.

- 13.3 The Vice President of Human Resources and AAFMCC will decide upon a mutually agreeable schedule and locations for the service committee meetings by August 14 for the fall semester and by December 15 for the winter semester. During the spring/summer terms, either party may request to meet at a mutually convenient time and location. Meeting agendas will be mutually agreed upon by both parties, and with the consent of the other party, either party may invite support or other college personnel to attend.
- 13.4 A record of the Service Committee meeting minutes and reports will be maintained at the Human Resource Office and copies will be emailed to the AAFMCC President within ten (10) working days of each meeting. The Vice President of Human Resources will report to the Service Committee the disposition of any recommendation.
- 13.5 The Service Committee will not be subject to the provisions of section 3.5.

**SECTION 14
SEVERABILITY, SCOPE OF AGREEMENT, AND
NO STRIKE/NO LOCKOUT PLEDGE**

- 14.1 This Agreement is subject in all respects to the laws of the State of Michigan and the United States with respect to the powers, rights, duties, and obligations of the College, AAFMCC, and bargaining unit members. In the event that any provision of this Agreement will at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided for doing so, such provision will be void and inoperative; however, all other provisions of this Agreement will continue in effect.
- 14.2 In the event that any provision is held void and inoperative, the College and AAFMCC will enter into immediate collective bargaining negotiations at the request of either party for the purpose of arriving at a mutually satisfactory replacement.
- 14.3 This Agreement represents the full and complete understanding between the parties respecting the wages, hours, and terms and conditions of employment of bargaining unit members. Any matter outside of this Agreement will not be deemed a part hereof. This Agreement will supersede any existing rules, regulations, or practices of the College or the administration that are contrary to or inconsistent with its terms. The College will make no changes in wages, hours, or working conditions incorporated into this Agreement or institute any re-organization affecting such wages, hours, or working conditions except after good faith negotiations and agreement of the College and AAFMCC.
- 14.4 AAFMCC and its officers, agents, and members agree that during the term of this Agreement there will be no strikes, slowdowns, boycotts, work stoppages, or any other act that would interfere with the operations of the College. Any violation of the foregoing may be made the subject of disciplinary action or an action for damages. Nothing in this provision will be construed to restrict the College to any remedy it may otherwise have under law. The College agrees that during the term of this Agreement there will be no lockout of adjunct faculty.

SECTION 15 PAY RATES

15.1 **Pay Rates.** Effective with the start of the Fall, 2024 semester, new Pay Rates per equated hour will be as follows:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>2024/25</u>	<u>\$950.00</u>	<u>\$1,057.43</u>	<u>\$1,157.21</u>	<u>\$1,257.80</u>
<u>2025/26</u>	<u>\$969.00</u>	<u>\$1,078.58</u>	<u>\$1,180.35</u>	<u>\$1,282.96</u>
<u>2026/27</u>	<u>\$988.38</u>	<u>\$1,100.15</u>	<u>\$1,203.96</u>	<u>\$1,308.62</u>

Adjuncts progress one step with the completion of teaching twenty-four equated hours or four terms, whichever is sooner.

The college will determine the equated rate for individuals who teach and are administrators, former faculty members or former administrators (Step 9).

15.2 **Bereavement Leave** - Adjunct faculty will be allowed up to five (5) consecutive days paid funeral leave for each bereavement in their immediate family. The Bereavement Leave must be utilized within fourteen (14) calendar days of the death. The adjunct faculty member can contact Human Resources Benefits department for an exception to the time period as defined above. Immediate family is defined as an adjunct faculty's or their spouse's/partner's parents, grandparents, brothers, sisters, children, and grandchildren.

15.3 **Tuition Waiver.** Effective Fall, 2024, semester, the college shall provide bargaining unit members with two (2) continuous years of service with the college and taught two classes in the semester prior to the request, a waiver of tuition for Macomb Community College credit classes but not registration and course related fees. The Adjunct Faculty can use the tuition waiver for up to four (4) credit hours per semester in the next semester after qualifying for tuition waiver in their job classification in Section 1 Recognition of the parties' collective bargaining agreement.

15.4 **Tuition Reimbursement**
 Bargaining unit members who have at least two (2) continuous years of service and have taught two semesters for those two years of services prior to July 1 of each contract year are eligible to apply for tuition reimbursement. A sum of money not to exceed \$10,000 (awarded in order in which requests are received) per year shall be provided by the College to reimburse bargaining unit members for the cost of tuition for credit courses taken at accredited institutions of higher education and which are successfully completed. The Human Resources Benefits department will determine if the class meets the eligibility. Upon proof of satisfactory completion of a course, tuition will be reimbursed up to a maximum of five hundred dollars (\$500) per contract year, per employee up to the allowable maximum amount of \$10,000.

- 15.5 **Substitute Teaching** Compensation for temporary substitute teaching will be paid at the rate of fifty dollars (\$50.00) per contact hour when requested by the supervisor and accepted by the adjunct faculty. Pay for substitute teaching will be granted only for absences which have been charged to the absent faculty. Payment will not be provided to adjunct faculty to present (e.g., guest speaker) in faculty classes.
- 15.6 **Jury Duty.** An Employee who is required to perform jury duty while they are teaching a class at Macomb Community College shall receive the difference between the Employee's rate of pay and that paid for jury duty. The pay will be for the days in jury duty that coincide with the class(es) they are teaching. The Employee will provide a copy of the jury duty check to the Payroll department and place the jury duty code in the payroll electronic system.
- The Employer shall have the opportunity to request the court to excuse the Employee from jury duty after consultation and agreement between the Human Resources Talent Management Office and the Employee. This shall not be interpreted as a Leave of Absence.
- 15.7 Directed studies and independent studies shall be equated at two-tenths (.2) times the number of students enrolled, with a maximum of five students enrolled.

SECTION 16 ASSOCIATION DUES

- 16.1 An adjunct faculty upon being hired, will have the option of 1.) joining AAFMCC or 2.) opting out of AAFMCC.
- 16.2 An adjunct faculty who is a member of AAFMCC, or who has applied for membership, may sign and deliver to the College an assignment authorizing deduction of dues, assessments and contributions to AAFMCC as established by AAFMCC. Such authorization will continue in effect from year-to-year unless revoked by the adjunct faculty.
- 16.3 Pursuant to this Section, the College will payroll deduct from each paycheck the dues, determined by AAFMCC, which will inform the College of the appropriate deduction for each adjunct faculty for each paycheck.

Amounts deducted as provided above will be transmitted monthly to AAFMCC, along with the name of and respective amount(s) deducted for each adjunct faculty.

Within twenty (20) calendar days of hire, the College will inform AAFMCC of the name and job title of each newly hired adjunct faculty.

The College will give AAFMCC's forms to each new hire for payroll authorization of dues, assessments, contribution and/or service fee deduction. The College will promptly remit all signed and processed forms to the AAFMCC executive board.

- 16.4 AAFMCC accepts full responsibility for the authenticity of each authorization for the deduction of dues for adjunct faculty who fail to sign an authorization. AAFMCC will indemnify and save

College harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of any actions taken or not taken by the College under the terms of this Agreement. The College will not be liable to AAFMCC by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual dues, assessments, contributions and or service fee deductions made from wages earned by adjunct faculty, said deductions only to be made in accordance with this Agreement.

**SECTION 17
PUBLIC SERVICE INSTITUTE**

- 17.1 **Application.** This section applies only to those employees who work in the Public Service Institute in the classifications of Adjunct Faculty, Police Academy Teaching Assistant (“PATA”), Fire Academy Teaching Assistant (“FATA”) and Emergency Medical Services Teaching Assistant (“EMSTA”) as defined in the recognition section of this collective bargaining agreement.
- 17.2 **Transition.** For employees who have been classified as lab aides and work in the police academy, fire academy and emergency medical services program and are part of the part time union, will transition to the AAFMCC union effective August 12, 2024.
- 17.3 **Pay Rate.** For employees in the classifications of PATA, FATA and EMSTA, their hourly pay rate will be as follows:

<u>Year</u>	<u>Hourly Rate</u>
2024/25	\$26.45
2025/26	\$26.98
2026/27	\$27.52

17.4 Paid Time Off for PATA, FATA, EMSTA

- a. Paid time off allowance shall be provided in lieu of personal business leave, sick leave, vacation leave and holidays for employees in the classification of PATA, FATA and EMSTA.
- b. The employee is required to complete continuous years of service to advance to the next percentage on the paid time off schedule.
- c. A maximum of forty (40) non-cumulative paid time off hours may be carried over from one contract year to the next.
- d. Except in the instance of illness, paid time off shall be requested at least five (5) days in advance, through the immediate supervisor.
- e. Paid time off must be taken and is not payable as a payoff.

Years of Service	Percent of Hours
0 through 3 years	3%
Beginning year 4 through 6 years	4%
Beginning year 7	5%

- f. For employees who are currently in the AFSCME Part Time Employee bargaining unit and currently earn paid time off, their PTO up to maximum of forty (40) hours will transition over to their PTO bank in the AAFMCC union.

17.5 The parties will meet no later than June 30, 2025 to discuss and finalize the pay structure and procedure for the adjunct faculty who work in the Public Service Institute as a Lead Instructor. The College will provide job descriptions for the bargaining unit employees who work in the Public Service Institute when the parties meet to finalize the pay structure.

17.6 Individuals in the Public Service Institute will not earn the one day Paid Leave in Section 8.11.

17.7 The selection period for EMS will be governed by Section 4.2. For the police academy and fire academy the Academy Director will determine the selection period. The college will provide the process in writing no later than June 30, 2025.

17.8 Tuition Waiver.

Effective Fall, 2024 semester, the college shall provide the employees in the classification of PATA, EMSTA and FATA in the bargaining unit members who have two (2) continuous years of service with the college, and who have worked 15 hours a week in an academy or program prior to the request, a waiver of tuition for Macomb Community College credit classes but not registration and course related fees. The employee can use the tuition waiver for up to four (4) credit hours per semester in the next semester after qualifying for tuition waiver in their job classification in Section 1 Recognition of the parties' collective bargaining agreement.

17.9 Tuition Reimbursement.

Employees in the classification of PATA, EMSTA and FATA who have at least two (2) continuous years of service and have worked 15 hours a week in an academy or program prior to July 1 of each contract year, are eligible to apply for tuition reimbursement. A sum of money not to exceed \$10,000 (awarded in order in which requests are received) per year shall be provided by the College to reimburse bargaining unit members for the cost of tuition for credit courses taken at accredited institutions of higher education and which are successfully completed. The Human Resources Benefits department will determine if the class meets the eligibility. Upon proof of satisfactory completion of a course, tuition will be reimbursed up to a maximum of five hundred dollars (\$500) per contract year, per employee up to the allowable maximum amount of \$10,000 for all employees in the bargaining unit.

SECTION 18 TERMINATION AND MODIFICATION

18.1 The term of the Contract will be August 12, 2024 through August 11, 2027.

18.2 Except as specifically noted herein, collective bargaining meetings between the College and AAFMCC may be called during the term of this Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case will these modifications or amendments become final until they have been ratified by the membership of the AAFMCC and the College.

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Appendix A - Adjunct Faculty Evaluation Form

	I. Subject matter	Superior	Good	Satisfactory	Below Average	Poor
1	Were the objectives made clear and did they relate to the approved outcomes and objectives for the course?					
2	Did the instructor emphasize major concepts?					
3	Did the instructor provide examples to clarify content?					
4	Were students questioned to ascertain their grasp of the subject matter?					
5	Did the instructor appear to have organized the presentation carefully, prior to class time?					
	II. Techniques					
1	Did the instructor encourage student discussion and student questions?					
2	Did the students appear to be reasonably prepared, indicating that the assignment had been clearly given?					
3	Did the instructor demonstrate skill in maintaining student interest and attention?					
4	Was the volume of work suitable to the length of the class period?					
5	Does the instructor use a variety of presentation strategies, including appropriate and available technology?					
	III. Presentation					
1	Was the instructor's voice clear and audible?					
2	Did the instructor use a vocabulary appropriate to the content and class level?					
3	Was the instructor free of distracting mannerisms?					
4	Did the instructor appear to be enthusiastic about the subject matter?					
5	Did the instructor appear to integrate discussion, questions, and the main body of the material in an organized fashion?					
	IV. Student-instructor Interaction					
1	Did the students appear to feel at ease?					
2	Was there a reasonable amount of class participation?					
3	Did the instructor correct errors without embarrassing the students?					
4	Did the instructor lead the class without appearing dictatorial?					
5	Did the instructor create a climate of trust					

	and engagement among students while at the same time challenging them to think critically or creatively about difficult concepts?					
6	Do student evaluations of this and other courses reflect favorably on the adjunct faculty's performance?					
V. Other professional duties						
1	Was the First Day Handout provided to students which included the information required by the College?					
2	Does the instructor meet classes at the assigned days and times, and conduct class for the full assigned period?					
3	Is the instructor available to students outside of class, either in person or via email?					
4	Did the instructor make use of the Academic Alert system for at-risk students, complete and post grades on time, and conduct course assessments if required?					
5	Does the instructor engage in professional development to continually enhance skills and content knowledge?					
6.	Are student complaints, if any, resolved in a manner appropriate to the nature of those complaints?					

VI. Summary of strengths and weaknesses:

VII. Prescriptions for improvement (if any):

Signatures:

Appendix B - Definitions

1. **Administrator/Supervisor** - Any individual who has been given authority by the Board to make and implement decisions concerning members of the bargaining unit in such areas as evaluation, hiring, termination, scheduling, wages, hours, and working conditions.
2. **Areas Campus Definitions**
 - Center AND South:**
Discipline taught at both campuses.
 - Center:**
Adjunct Faculty can provide preference to Center Campus Area.
 - South:**
Adjunct Faculty can provide preference to South Campus Area.
 - District Areas:**
Courses are taught from either campus. In a district area, adjunct faculty seniority date is their institutional seniority date.
3. **Board** - Board of Trustees of the Community College District of the County of Macomb (referred to throughout this document as the "Board") wherever used in this agreement shall refer to the "Board" itself, sub-committees of the "Board" and such administrative personnel as designated by the "Board" to act as its agent under those circumstances in which said administrative personnel carry out Board delegated responsibilities.
4. **Continuing Years of Service.** Continuing years of service is calculated as an individual who has taught two semesters and two classes each semester (fall and winter, not including spring/summer) and/or worked two semesters for at least 15 hours if they are paid hourly.
5. **Immediate family** is defined as an adjunct faculty's or their spouse's/partner's parents, grandparents, brothers, sisters, children, and grandchildren.
6. **Teaching Activities That Cannot Interfere:** Adjunct Faculty members cannot leave their class early or cancel the class to transition to another college to teach. Adjunct Faculty members cannot switch classes with another adjunct faculty member without prior approval of the Associate Dean.
7. **Work Day:** 24 hours between Monday and Friday, excluding institutional holidays and institutional breaks.
8. **Yearly Hard Cap** is defined as twenty-four (24) equated hours per academic year, and no more than twelve (12) equated hours in any one term.

This agreement entered into this 12th day of August 2024.

THE BOARD OF TRUSTEES OF THE
COMMUNITY COLLEGE DISTRICT OF
THE COUNTY OF MACOMB

ASSOCIATION OF ADJUNCT FACULTY OF
MACOMB COMMUNITY COLLEGE

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