

Memorandum of Understanding
Between
Grand Rapids Community College
And the
Grand Rapids Community College Faculty Association

This Memorandum of Understanding ("MOU") is made by and between Grand Rapids Community College ("College") and the Grand Rapids Community College Faculty Association ("Association") (collectively, "the Parties"). This MOU is made for the purpose of amending the Parties' collective bargaining agreement ("contract") to replace the Program Director role within the College's Academic Advising and Transfer Center ("AATC") with an elected Department Head.

The Parties mutually agree as follows:

1. The Parties' collective bargaining agreement ("contract") sets forth distinct processes for the election of Department Heads or the Appointment of Program Directors to coordinate or direct College programs or subject areas. (Art. 3 §§ L, M).
2. Specifically, the contract provides an election process for faculty to elect a faculty member "from within the department" relating to circumstances "[w]hen the administration determines that a Department Head is necessary to coordinate any program or subject area." (Art. 3 § L). The contract also provides that a "Program Director is appointed by administration," and that a "Program Director must be a faculty member." (Art. 3 § M).
3. The Parties' contract also memorializes the existence of Department Head or Program Director roles relating to certain programs or subject areas, including with regard to release time and special assignment compensation associated with specific Department Head or Program Director roles. (Appx. B-19; Appx. C).
4. Currently, a Program Director role exists within the AATC. Consistent with the contract, the Program Director is appointed by the College.
5. The Parties have conferred regarding the AATC Program Director role. In consideration of faculty, departmental, student and College needs, this MOU shall serve to memorialize the Parties' agreement to replace the appointed AATC Program Director role with an elected Department Head.
6. Pursuant to the aforementioned agreement, the Parties hereby agree to amend their contract to replace all references to a "Program Director" serving within the AATC to a "Department Head." These amendments shall include references to the AATC Program Director contained within Appendix B-19(B)(2) and Appendix C(58).

7. Pursuant to this agreement, the AATC Department Head shall continue to receive the same amount of release time compensation that was previously provided to the AATC Program Director pursuant to Appendix B-19(B)(2) within the contract. Unless otherwise stated herein, the AATC Department Head role shall be governed by, subject to, and entitled to all of the terms, conditions, obligations and benefits contemplated for other Department Heads under the Parties' contract.

8. Provisions within the Parties' MOU which executed on September 25, 2023 regarding compensation for Academic Advisors which relate to Program Directors shall not apply to the AATC Department Head. For avoidance of doubt, the Parties agree that any faculty member elected to serve as the Department Head within the AATC shall be placed upon the appropriate salary schedule required by the September 25, 2023 MOU, based solely upon whether they were employed prior to, or subsequent to, the effective date of that MOU, and without regard to the faculty member's election as a Department Head.

9. In order to effectuate their agreement in the most expeditious manner possible, the Parties further agree, on a one-time basis, to modify the election process for Department Head "[v]acancies that occur mid-term" set forth within Article L as follows:

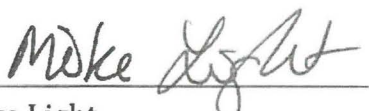
Vacancies that occur mid-term for any reason will follow this process as soon as practical. The person elected shall serve the remaining portion of the academic year, plus an additional year.

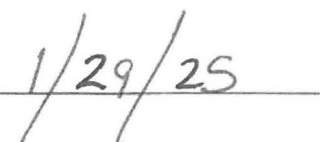
This procedure will be followed to fill all Department Head assignments:


1. The nominating committee, consisting of the faculty council representative and the Associate Provost of Student Affairs will conduct the election. If the faculty council representative is a nominee, the Association President, or designee, shall serve as the faculty representative.
2. The Associate Provost of Student Affairs will notify all full-time faculty members of a department of the Department Head vacancy at least fifteen (15) days before the election.
3. Candidates may nominate themselves or be nominated by other full-time faculty members within the department. The nominee's name and a statement of credentials shall be submitted, in writing, to the Associate Provost of Student Affairs (email or mail) at least ten (10) days before the election.
4. The nominating committee will review the list of candidates and come to a consensus on a slate of candidates for the ballot. Typically, candidates will be chosen on the basis of their abilities as teachers or advisors, their experiences in their disciplines, and their leadership capabilities. If


consensus cannot be reached, the committee will request additional candidates.

5. A ballot will be sent to all full-time faculty members in the department at least five (5) days before the election. The nominating committee will process the returned ballots and validate the election results.
6. The faculty member receiving a simple majority (greater than fifty percent [50%]) vote of the full-time faculty members (including temporary full-time faculty) within the department will receive the Department Head assignment. If no candidate receives a simple majority, then the nominating committee must reconsider the slate of candidates and conduct a new election as soon as practical.
10. Any faculty member serving as the AATC Program Director may continue to serve in that role until a Department Head has been elected pursuant to the aforementioned procedures without being subject to the terms and conditions of this Agreement.
11. In the event that the AATC Program Director role becomes vacant between the date of this MOU's full execution and the date when a Department Head is elected, the Parties acknowledge and agree that the College shall not be obligated to appoint or make other arrangements relating an interim Program Director or Department Head.
12. This MOU shall not alter or amend the contract in any way except as specified herein.
13. This MOU shall not be precedent-setting.


Mike Light
President, Faculty Association


Date


Dr. Jennifer Batten, Ph.D.
Acting Provost and Associate Provost
of Instructional Support and Institutional
Planning


Date