

**NORTHWESTERN MICHIGAN COLLEGE BOARD OF TRUSTEES
AND
NORTHWESTERN MICHIGAN COLLEGE FACULTY ASSOCIATION
LETTER OF UNDERSTANDING**

This Letter of Understanding is entered into on this date between the Northwestern Michigan College Faculty Association (“NMCFA”) and Northwestern Michigan College (“College”).

WHEREAS, this Letter of Understanding addresses a unique, emergency situation and set of circumstances borne out of the COVID-19 pandemic;

WHEREAS, the parties recognize that Executive Orders by Governor Whitmer, due to the COVID-19 pandemic, affect face to face instruction, and the College’s delivery of educational services to its students;

WHEREAS, the CBA allows for the counting of three semesters in an academic year to count load for regular and provisional faculty with the approval of the appropriate Vice President.

WHEREAS, spring course offerings are not finalized until the semester break or later; and

WHEREAS, the CBA provides no guarantee or right by faculty to overload

Representatives of the NMCFA and the College Administration agree to the following terms and conditions related to load banking during Academic Year 2021-2022:

1. Faculty who teach non-required, lower-enrolled courses in Summer 2021 (i.e., below 80 percent) will be paid for their work at the overload rate, as provided in the collective bargaining agreement (See Article 33 of the CBA).
2. All regular faculty who teach in the Summer period of 2021 (2021/03) may, bank the Summer 2021 credit hours to be used towards counting load during the Academic Year 2021-22 instructional period, provided that:
 - a. the course enrollment is at least 80 percent or the course fulfills a Summer program requirement, and
 - b. it meets with the approval of the Academic Chair and the appropriate Vice President.
3. Faculty who do not bank Summer 2021 credit hours, as described above, will be paid for their Summer 2021 work at the overload rate, as provided in the collective bargaining agreement (See Article 33.). A faculty member who is paid overload for a Summer 2021 class and subsequently lost load during the 2021-22 instructional period will be required to repay the overload pay from Summer 2021 (2021/03). Each such faculty member shall provide written consent for the College to deduct the amount(s) owed under this provision from their paychecks on a prorated basis through August 1, 2022.

4. If a faculty member banks summer 2021 hours but does not make load in fall 2021 or spring 2022, Academic Chairs and Directors will count a faculty member's summer 2021 banked courses as part of their load for the 2021-22 instructional period, if necessary, to assure full load for the individual faculty member and/or for other regular and provisional faculty in the area. Load will be determined on an area-wide basis determined by the Academic Chairs, with approval of the appropriate vice president. This includes the Academic Chair's ability to use a faculty member's summer banked load to meet the same faculty member's regular load.
5. In the event that a regular or provisional faculty member meets load in both Fall 2021 and Spring 2022 semesters and banked credits from the Summer of 2021, that same Faculty member will be paid the full overload for the Summer 2021 credits. For example, if a faculty member has 28 contact hours during the fall and spring and teaches a 3 credit course in the summer, then the faculty member will earn 1 credit of overload for the year.
6. Faculty who bank Summer 2021 (2021/03) credits and leave the college without being compensated for this work will be paid for their summer work, e.g. if a faculty member banked four credits over the Summer 2021 period (2021/03), taught 16 credits in fall (2022/01), and left the college before Spring 2022 semester (2022/02), they would be paid four (4) hours of overload for the Summer 2021 work.
7. With the approval of the appropriate Vice President, faculty who do not make load for the 2021-22 instructional period may use courses taught in Summer 2022 (2022/03) towardstheir load for the 2021-22 school year, provided that:
 - a. the course enrollment is at least 80 percent; or
 - b. the course fulfills a program requirement.
8. Nothing in this Letter of Understanding is meant to interpret or conflict with any provision of the collective bargaining agreement, including those provisions related to faculty load.
9. This Letter of Understanding does not constitute: (a) the waiver of management rights; (b) an interpretation of any provision of the collective bargaining agreement; (c) the establishment of a precedent, custom, practice, or binding working condition under the current or any successor collective bargaining agreement between the parties; or (d) an agreement or understanding between the parties as to any situation or circumstance other than the matter specifically addressed in this Letter of Understanding.
10. By entering into this Letter of Understanding, neither the NMCFA nor the College waive any other rights or protections respectively afforded to them by the collective bargaining agreement.

IT IS MUTUALLY AGREED AND UNDERSTOOD by the parties that this Letter of Understanding is in effect only as it applies to the foregoing and it shall not be precedent setting nor used by either party in future grievances or in future contract disputes.

The signatures below represent agreement with this Letter of Understanding:

NORTHWESTERN MICHIGAN COLLEGE FACULTY ASSOCIATION

BY:



DATE:

3/25/21

NORTHWESTERN MICHIGAN COLLEGE

BY:



DATE:

3/29/2022