



8041- Human Resources
P.O. Box 40010
Lansing, MI 48901-7210
517-483-1870, 517-483-1883 fax

**Letter of Agreement Between
The Lansing Community College Chapter of the Michigan Association For Higher
Education at Lansing Community College MEA/NEA
And
Lansing Community College
October 7, 2009**

The Lansing Community College Chapter of the Michigan Association For Higher Education at Lansing Community College and Lansing Community College enter into this agreement for the purpose of resolving an issue related to faculty pay for face to face and hybrid classes that exceed seat limits due to documented College errors, as confirmed by the Provost's office. The conditions of this agreement are as follows:

1. Student enrollment causing the class to exceed the contractual seat limit must be due to a documented College error, as confirmed by the Provost's office
2. The seat limit of the section will not be raised.
3. As long as Fire Marshall and instructional facility limits (for example computer or chemistry labs) are not exceeded, the affected Faculty member will accept up to two (2) additional students.
4. For the class section that is above the course seat limit, the Faculty member will drop non-participating students the day after the end of fifty percent (50%) refund period for the section, consistent with the provisions of Article XIII. T. 5. d.
5. Thereafter, affected Faculty members will be compensated for students above the contractual seat limit for all impacted sections per the formula contained in Article XII. T. 5. d. [(faculty rate x course semester contact hour/ maximum seat limit for the course) x # of extra students]. Full time Faculty members will be paid at their overload rate. Adjunct will be paid at their adjunct rate.
6. Payment will be scheduled for no later than 21 days after the last administrative drop period for the semester.
7. This will be retroactive to include classes for the Fall 2009 term, with retroactive payments scheduled for no later than 30 days after signing this agreement.

The parties agree that this is the entirety of this agreement and this will be incorporated as part of the 2005-2010 collective bargaining agreement; and acknowledge that they knowingly signed this agreement and that it is final and binding.

Lansing Community College is an equal education opportunity college.

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James Mitchell
HR Consulting Director
Lansing Community College

10/7/09

Date



Cindy Storie
President
Michigan Association For Higher
Education

10-7-09

Date

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