



**WAYNE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS,  
AFT LOCAL 2000**

**MEMORANDUM OF UNDERSTANDING**

**Article XVIII(D)(1)(2)  
June 23, 2006**

This Memorandum of Understanding is entered into by the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, AFT Local 2000, (hereinafter referred to as the "Federation").

RECITALS

- A. Frederick Novack ("Novack") is a member of the Federation and classified as a counselor.
- B. On January 21, 2005 Novack executed a voluntary Separation Agreement and Mutual Release, *inter alia*, calling for Novack's separation from employment with the District effective June 30, 2006 and the provision to Novack by the District of a severance package consisting of monetary payments and the continuation of certain benefits.
- C. The collective bargaining agreement between the parties contains the following provisions in Article XVIII:

A. **FACULTY LOAD**

- 1. The workload for full-time counselors currently employed shall be forty (40) consecutive weeks at thirty (30) hours per week.

D. **ACADEMIC YEAR**

- 1. Effective fall semester 1992, the workload for each full-time counselor shall be forty (40) nonconsecutive weeks during the calendar year.
- 2. The academic year for counselors shall begin on the first working day prior to the first day of fall registration, but no earlier than August 11<sup>th</sup> of contract year.



D. During the 2005-6 academic year, beginning in August of 2005, Novack has satisfied the workload requirement for counselors by working forty (40) non-consecutive weeks at thirty (30) hours per week. He has not, however, worked forty (40) non-consecutive weeks during calendar year 2006.

E. Novack and the Federation have asserted that Novack is entitled to his full compensation for the current academic year, even though he separated from employment with the District on June 30, 2006, halfway through the calendar year and without being available for the last approximately two months of the academic year.


F. In order for Novack to receive proper credit for a full year of compensation on the basis that he has satisfied the contractual workload requirements for the current academic year, the District and the Federation wish to enter into this Memorandum of Understanding to establish that the calculation of workload for each full-time counselor under Article XVIII commences with the beginning of the academic year, not with the calendar year. This is intended to resolve any ambiguity arising from the language of XVIII(D)(1), and (2) and will enable the District to pay Novack his entire annual compensation for the period of the academic year commencing in August of 2005.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

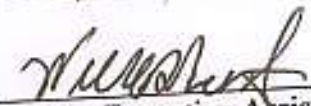
1. Notwithstanding the language of Article XVIII(D)(1), the workload for full-time counselors shall be calculated on the basis of forty (40) non-consecutive weeks commencing at the beginning of each academic year.

2. Since Novack has worked forty (40) nonconsecutive weeks during the academic year commencing in August, 2005 and has satisfied the workload requirements for a full-time counselor under Article XVIII(A)(1) of the collective bargaining agreement, he shall be entitled to be paid a full year of base compensation, though he has separated from his employment with the District prior to the end of the academic year.

WAYNE COUNTY COMMUNITY COLLEGE  
DISTRICT

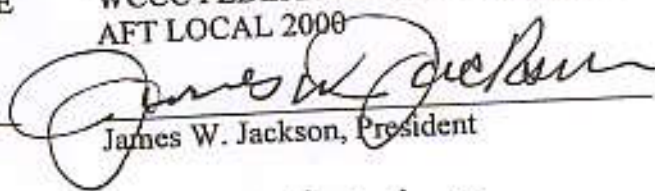
  
Dr. Curtis L. Ivery, Chancellor

Dated: 6/29/06

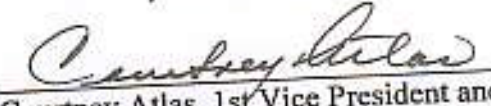
  
Willie Acosta, Executive Assistant to the  
Chancellor

Dated: 6/28/06

WCCC FEDERATION OF TEACHERS  
AFT LOCAL 2000

  
James W. Jackson, President

Dated: 6/26/06

  
Courtney Atlas, 1st Vice President and  
Grievance Chairperson

Dated: 6/29/06