

Senate
8/31/71

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Higher Education

TENTATIVE AGREEMENT

between the

KALAMAZOO VALLEY COMMUNITY COLLEGE
BOARD OF TRUSTEES

and the

KALAMAZOO VALLEY COMMUNITY COLLEGE
SENATE

Kalamazoo Valley Community College Board of Trustees

1970 - ~~1972~~
1971

MEA
1216 KENDALE
E. Lansing, MI 48823

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INTRODUCTION

WHEREAS, the Trustees of KVCC and the members of the KVCC Senate recognize that providing a broad program of quality educational service to the community is the basic goal of the institution of which each is a vital part, and

WHEREAS, each of these parties recognize that growth and development of the College can properly take place only in an atmosphere of mutual trust and of deep and abiding concern for the well-being of the KVCC students, and

WHEREAS, each of these parties recognize that the Faculty, the Trustees, the Students and the Community are all vital parts of a meaningful educational process in which each must contribute to the fullest and in which each has responsibilities and concerns, and

WHEREAS, it is recognized that the full potential of Kalamazoo Valley Community College can be achieved only by adoption and implementation of policies, practices and procedures which support a climate in which all concerned can be imaginative, dedicated contributors to the total educational process, in which change can be brought about in an orderly manner and in which there are open channels of communication and deep commitment to the student-centered purposes and goals of the College,

NOW, THEREFORE, BE IT RESOLVED, that the Kalamazoo Valley Community College Board of Trustees and the Kalamazoo Valley Community College Senate mutually agree to support the statements hereinafter contained in this Agreement and to recognize the Kalamazoo Valley Community College Faculty Handbook as supplementary to this Agreement in providing policy, practice and procedure information, and

BE IT FURTHER UNDERSTOOD, that the Kalamazoo Valley Community College Faculty Handbook shall be modified only in the manner and in accordance with the procedure set forth in an introductory statement preceding and referring specifically to each section of the Handbook.

ARTICLE I: RECOGNITION

- A. The Board of Trustees of Kalamazoo Valley Community College, hereinafter referred to as the Board, recognizes the Kalamazoo Valley Community College Senate, hereinafter referred to as the Senate, as the collective bargaining agent for all members of the Kalamazoo Valley Community College full-time, ten-month, instructional Faculty, exclusive of Division Chairmen, in matters of professional compensation, benefits and working conditions. The more general term "Faculty" shall hereinafter refer to all full-time professional staff members of the College inclusive of Senate members.
- B. This Agreement shall supersede any existing rules, regulations, or practices of the Board or the Administration which shall be contrary to or inconsistent with its terms. No changes shall be made in this Agreement except after good faith negotiation and agreement between the Board and the Senate.
- C. The Senate recognizes that the Board has the responsibility and authority to manage, supervise, and direct in behalf of the public all of the operations and activities of the College to the full extent authorized by law.

ARTICLE II: RESPONSIBILITIES AND PRIVILEGES OF SENATE MEMBERS

- A. Responsibilities and Privileges of Senate Members
 - 1. Senate Participation
Senate members will share, as equally as possible, the responsibility of sponsoring student groups, serving as chaperones, participating in registration, advising students, and working on divisional committees and projects.
 - 2. Academic Freedom
Within the law, full freedom of inquiry and teaching shall be maintained and encouraged. The Faculty member is entitled to freedom in the classroom in discussing his subject; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. Neither is it his right to proselytize. In his role as a citizen, the Faculty member has the same freedom as other citizens. However, in his extra-mural utterances he has an obligation to indicate that he is not an institutional spokesman. When the Faculty member speaks or writes as a citizen, he should remember that his special position in the community as a man of learning and as a member of the College Faculty imposes special obligations, and he should remember that the public may judge his profession and his College by his utterances.

ARTICLE II: RESPONSIBILITIES AND PRIVILEGES OF SENATE MEMBERS - A. continued

3. Controversial Issues

- a. No issue involving indoctrination of religious or sectarian belief can or should be included in class discussions or in the curriculum.
- b. Questions treated should come within the range of the knowledge, maturity and competence of students.
- c. Problems and issues selected for discussion and study should be current, significant, and of interest to students.
- d. There should be materials available on both sides of the issue which will yield a reasonable amount of data.
- e. The issues studied should require only that amount of time needed for a satisfactory study by the class.
- f. The topics selected for study should contribute to the major purpose of the curriculum.

4. Personnel File

- a. Each Senate member shall have the right upon request to the President, or his designee, to see the contents of his own personnel file, the only exclusion being confidential employment credentials. This file shall include only records of education and employment, plus the last written annual evaluation of the Senate member.
- b. The Senate member shall be free to add to his own file any materials from a professional source he feels should be included in his personnel file.
- c. No materials shall be added to the file unless the Senate member has been notified of such insertion. He will be given an opportunity to examine these materials and will have an opportunity to reply in writing for insertion in his personnel file, if he so chooses.
- d. No materials shall be included in the Senate member's personnel file originating from a non-professional source. The Senate member shall have a right to remove materials violative to his section and scandalous or libelous materials by application to the appropriate Dean when so determined by (1) mutual agreement between the Board and the Senate, or (2) the courts.

B. Use of College Facilities

Senate members shall be entitled to use such College facilities and equipment as they are entitled to use in the normal performance of their duties, subject to availability. Further, the Senate Executive Committee shall be entitled to receive reasonable personnel support for its official business. The Senate shall pay the direct cost of materials, supplies and personnel time consumed in carrying on its official business.

C. Access to Information

The Board shall make available to the Senate within a reasonable time after its request, such information as is pertinent to the Senate concerning the College District. The Board shall not be required to compile information and statistics in a form not already available unless mutually agreed upon.

ARTICLE II: RESPONSIBILITIES AND PRIVILEGES OF SENATE MEMBERS - continued

D. Deduction of Dues

Senate members may elect to pay their Senate membership dues through payroll deduction. An election must be made by the last Friday in September or within thirty (30) days of the beginning of their employment if their employment begins after September 1. The election shall be made by submitting an individually signed authorization to the Business Office. The deduction shall consist of equal semi-monthly installments beginning with the first pay period in October and ending with the last pay period in June.

ARTICLE III: EMPLOYMENT CONDITIONS

A. Education and Experience Required

A graduate degree is preferred, or its equivalent in experience related to the area of instruction

B. Term Appointment

All Senate members shall initially receive a four-year term appointment which can be terminated or renewed annually. A continuing appointment may be given at any time during the probationary period. If the term appointment is not to be renewed, a Senate member shall be notified in writing prior to March 15, and is entitled to consultation with the President. Nothing in this statement precludes the granting of a continuing appointment at any time during the probationary period. During the term appointment, Senate members shall demonstrate effective teaching and contribute to the growth and development of the College.

C. Continuing Appointment

1. Duration

After the satisfactory completion of the probationary period, the Senate member shall be granted a continuing appointment which shall be in effect for an indefinite period and shall be terminated only due to program or budget curtailment, physical or mental incapacity, retirement or for reasonable and just cause. Just cause shall consist of inadequate performance of duties, misconduct or gross violation of College policies and then only after proper notice and full opportunity to be heard in accordance with the Termination for Cause statement in the Faculty Handbook.

2. Notice

A Senate member may discontinue his service with the Board prior to April 15 for the next academic year. After April 15, the Senate member may discontinue his service only by mutual consent of the Board and Senate member.

ARTICLE III: EMPLOYMENT CONDITIONS - C. continued

3. Reappointment

Any Senate member with a continuing appointment whose services are terminated because of a necessary reduction in personnel, shall be appointed to the first instructional vacancy for which he is qualified.

D. Sabbatical Leave

A full-time permanent Senate member who has completed six (6) consecutive years of teaching in the College may be granted a sabbatical leave of absence for one (1) year for the purpose of travel or study in pursuit of wider knowledge and greater skills in his teaching position. The Senate member shall have the option of being paid full salary for one-half academic year, or one-half salary for a full academic year, provided he signs an agreement to return to the College at the beginning of the next year and to remain for at least one (1) full year or refund the salary while on such leave. No more than two (2) Senate members may be granted such leave in any one (1) school year. Senate members desiring a sabbatical leave must make application therefor at least three (3) months prior to the close of the preceding academic year. Special consideration may be given for unusual circumstances that prevent application before deadline date. Senate members on sabbatical leave will be given all fringe benefits. Method of payment of salary and benefits shall be mutually determined in advance by the Senate member and the administration.

ARTICLE IV: WORKING CONDITIONS

A. Teaching Load

1. Class Size

The Senate fully supports the KVCC commitment to a comprehensive educational program dedicated to and directed toward providing students with a high quality instructional program. Within that instructional program it is fully recognized that materials can be organized and presented in many ways, and also that students learn in many different ways.

While KVCC encourages and attempts to stimulate innovation of imaginative new approaches to instruction, it is incumbent upon the institution and the Faculty to provide safeguards so that instructional methodology, class size, or other controllable factors will not be detrimental to the student learning process or to the well-being of the Faculty member.

It is recognized, however, that with the apparent pressures of serving an increasingly greater number of students and with the exciting challenge of the fast-moving developments in multi-media approaches to instructional support, and with continuing research relative to teaching methodology and learning theory it is vital that the College and the Faculty maintain an attitude and open-mindedness which will support innovation and change, but which will also insure that neither students, Faculty, nor the institution will be exploited.

ARTICLE IV: WORKING CONDITIONS -A-1. continued

Within this general framework, it has been established that all class size determinations shall be based upon due consideration to course content and goals, method of instruction to be used, room size, student stations, and other physical facility factors. Further, it is specifically intended:

- that Freshman English and Communications (writing) classes be limited, insofar as possible, to 20-23 students.
- that laboratory, shop and skill classes be limited to the number of student stations for effective instruction.
- that lecture-discussion classes (discussion and interaction integrated with the lecture) be limited to 40 students (+10% if room capacity permits increase with ease and with advance mutual consent of Faculty member and Chairman.)
- that Special Projects, Independent Study Supervision, Multi-Media Lecture Hall, Multi-Media Teaching Auditorium, and other instructional methods and groupings such as will be proposed, be reviewed and approved by the Chairman and the Dean prior to implementation, such review to be in terms of judging effectiveness of learning situation for the students and the physical and intellectual demands made on the Faculty member, the latter as a basis for determining FLH equivalency of proposed instructional method.

2. Equated Hours

The teaching load per semester shall be considered to be fifteen (15) equated hours distributed so that Senate members normally teach twelve (12) equated hours in the first portion of the semester and three (3) equated hours in the CAP period. For calculation purposes, each weekly lecture hour shall be considered to be one (1) Faculty load hour. Three (3) hours of laboratory instruction shall be equal to two (2) Faculty load hours, and two (2) hours of skill building instruction shall be equal to one (1) Faculty load hour. No penalty shall be imposed on a Senate member for failure of the College to schedule sufficient classes to ensure the teaching load reaching fifteen (15) equated hours and any instruction which equates to more than fifteen (15) hours shall be considered an overload, and shall be compensated according to the schedule set forth in the Agreement. The Board shall not obligate a Senate member to assume an overload assignment without his prior consent, unless some portion of the overload satisfies a contractual obligation.

B. Academic Year

1. The academic year shall cover ten consecutive months, starting with September and ending with June, and shall cover such period as is included in the official academic calendar as published in the College Catalog, with any alterations to the published Calendar being cooperatively developed by the Faculty.

ARTICLE IV: WORKING CONDITIONS continued

C. Senate Members Day

1. Late Classes

- a. If a Senate member has an eighth or ninth period class, he will not be expected to have a class during the first or second period of the following day, except by mutual agreement.
- b. Teaching assignments for eighth or ninth period classes will be distributed so that all Faculty of a given discipline will participate insofar as practicable on an equitable basis.

2. Consecutive Hours

Senate members shall not be assigned more than two consecutive lecture periods or more than four and one-half consecutive hours of instruction, except by mutual agreement.

3. Preparations

Senate members shall not be assigned more than seven separate preparations per academic year, exclusive of summer assignments, except by mutual agreement. More than seven preparations per year shall be compensated according to the overload schedule set forth in this Agreement.

4. Extra-Contractual Duties

Senate members with extra-contractual College duties shall not be assigned conflicting schedules.

ARTICLE V: PROFESSIONAL COMPENSATION

A. Salary

1. Salary Increment

The 1970-71 base contract salary range for Senate members holding a Bachelors and Masters degree or equivalent, shall be from \$8,100.00 to \$15,801.00. Senate members who are reappointed for the 1970-71 academic year, shall receive a 6.2% cost of living increment, based on the following formulation, added to a 1.5% increment for experience, and a 2.5% increment for merit during the past academic year.

Cost of Living Formulation

The index periods used shall be January 1969 through January 1970 and the cost of living index figures shall be those published by the United States Department of Labor Bureau of Labor Statistics in the United States Government publication entitled Monthly Labor Review. The formula shall be as follows:

January 1970 Index for "All Items"	131.8
less January 1969 Index for "All Items"	<u>124.1</u>
Net Difference	7.7

Net difference of 7.7 divided by January 1969 index for "All Items" of 124.1 equals cost of living increase for the twelve-month period January 1969 through December 1969 of 6.2%.

ARTICLE V: PROFESSIONAL COMPENSATION - A continued

2. Professional Development

Senate members shall be encouraged to develop individual Professional Development Plans which will enhance their own professional competency and the effectiveness of their service and contribution to KVCC.

Individual Professional Development Plans shall be approved in advance by the President, or his designee, and shall include fifteen (15) hours of graduate study in a Senate member's teaching field or in a cognate area, or a program of other study, experience, or projects equivalent to fifteen (15) hours of graduate study.

Upon successful completion of an approved Professional Development Plan, the Senate member shall receive an adjustment in his base salary for the next academic year equivalent to the compensation for one Professional Development Unit.

B. Overload

Compensation for overload teaching assignments shall be paid according to the following schedule:

<u>Base Salary Range</u>	<u>Compensation for Equated Semester Hour</u>
up to 9,000	\$210.00
\$9,001 to 10,500	250.00
10,501 to 12,000	290.00
12,001 to 13,500	330.00
13,501 to 15,500	370.00
15,501 and up	410.00

Overload compensation shall be paid based on any one of the following conditions:

1. F.L.H. Over Maximum

In cases where a Senate member teaches more than 15 equated (F.L.H.) semester hours in any one semester he shall be compensated one F.L.H. for each equated hour exceeding the 15 F.L.H. limit.

2. Summer School

The compensation for summer school teaching shall be equal to a Senate member's normal overload. Each F.L.H. of summer school teaching shall equal one equated hour of overload.

3. Extra Preparations

Senate members shall be compensated for each separate preparation exceeding seven per academic year. A Senate member shall be compensated at the rate of one equated hour of overload for each preparation exceeding the seven per year limit.

C. Insurance Benefits

Senate members shall be entitled to participate in the personal insurance program provided by the College. The College shall pay into an insurance account an amount equal to an average rate of \$400.00 per full-time professional College staff member during the fiscal year beginning

ARTICLE V: PROFESSIONAL COMPENSATION - C continued

September 1, 1970. The total amount so accrued shall be used to (1) defray any deficit existing in the account at August 31, 1970 and (2) purchase life, health and accident, disability and medical insurance for College employees. An insurance program shall be developed by Senate representatives in cooperation with the Dean of Administration.

D. TIAA - CREF

The Board has provided and will continue to provide the benefits of the TIAA-CREF retirement funds. The Board contributes 2% of the Senate member's base salary to the credit of the Senate member. The Board also contributes up to 4% of additional benefits in matching funds.

E. Released Time for Extra Duties

A Senate member who is assigned non-teaching duties or appointed to perform collateral duties shall receive appropriate released time. The amount of released time will take into consideration the required duties and time involved and will be reviewed either by semester or by year, as appropriate. A Senate member who does not accept a non-teaching assignment or who does not reach a satisfactory agreement concerning the agreement of released time for any given duties, shall not have this action considered as a negative factor in personnel evaluation.

1. Coaching Positions

Coaching assignments for varsity athletic teams shall be made annually by the President upon the recommendation of the Director of Athletics, with such assignments being made as a part of base contract responsibilities without extra stipend but with appropriate released time. The released time shall be established by the Director of Athletics in consultation with coaches and after careful study of the time involved in the coaching assignment and other relevant items.

2. Directors of Curricula

Directors of Curricula may be granted released time on a semester-by-semester basis. Prior to the beginning of each semester, the Division Chairman shall consult with the Director of Curricula concerning the duties and areas of responsibility for the coming semester and the appropriate amount of released time to be granted. The agreed upon duties and responsibilities and the amount of released time shall be approved by the appropriate Dean.

3. Other

From time to time other collateral duties will be identified which will be worthy of released time. In such instances, the Senate member and immediate Supervisor shall mutually identify the task to be accomplished and the appropriate released time to be granted.

F. Continuity of Operation

In case the College is closed during the College year by order of the Board of Trustees, or their designated representative, or by order of duly constituted authorities, the Senate members shall receive their regular payments for the contracted year during the time the College is closed, excepting when the College is closed due to failure of Faculty to report for and perform contracted duties.

ARTICLE VI: PROFESSIONAL DEVELOPMENT

The Faculty Senate believes it is the professional responsibility of every Faculty member to contribute time, energy, and money to his own continuing professional growth. This may be achieved by memberships in professional organizations, keeping informed of the latest research as reported in professional journals, becoming actively involved in professional organizations at the state and national level, etc.

The Board has agreed and sponsors a professional development plan (ART. V-A-2, 1970 Agreement) and provides a budget for Faculty attendance at professional meetings approved by the administration.

It is the desire of the Board and the Senate to actively encourage professional growth and development of all staff members. An active, involved and up-to-date staff is an asset to any educational institution.

ARTICLE VII: GRIEVANCE PROCEDURE

The purpose of a grievance procedure is to secure, at the lowest possible level, equitable solutions to grievances. A "grievance" is a claim, by one or more Senate members, the Senate, or any member of the Faculty directly concerned, of improper application or interpretation of this Agreement. This does not prohibit the aggrieved person from adjusting his grievance informally and without recourse to procedure.

Within seven (7) calendar days of the occurrence of the grievance, the aggrieved person may attempt to settle the grievance orally with his immediate supervisor. Should this fail, the aggrieved person shall within an additional twenty-one (21) calendar days submit a written grievance to the immediate supervisor, with copies also submitted to the Chairman (should he not be the said immediate supervisor) and to the appropriate Dean. Should the grievance not be resolved within five (5) calendar days following the submission of the written grievance, the Senate Executive Committee shall be informed in writing of the grievance and within seven (7) calendar days, the President of the College or his designee shall meet with the Executive Committee to pursue the grievance. Should this fail, the aggrieved person may submit within seven (7) calendar days of such failure, a written statement of the grievance and reasons for appeal to the Secretary of the Board of Trustees through the President of the College. The Board will render a final decision within twenty-one (21) calendar days thereafter. Should this fail to resolve the grievance, the aggrieved person shall have the right to recourse to whatever procedures are his as a citizen under the law.

The time element of this procedure shall be extended to not more than 30 calendar days in the event of the aggrieved person's absence or the absence of an administrator directly involved.

ARTICLE VIII: SENATE EVALUATION

It is assumed that each new Faculty member is already competent in his field or has the ability to become competent, thus the emphasis by the Board, through the administration, shall be on helping him improve. Because the primary purpose of evaluation is the improvement of performance, its use in deciding whether to retain

ARTICLE VIII: SENATE EVALUATION continued

or release a member of the Faculty shall not be considered until after careful and dedicated effort by responsible members of the Faculty to assist him has shown that the Faculty member is not improving or is improving so slowly that it is doubtful whether he can gain the competency necessary for a continuing appointment. The procedure to be used in evaluation shall be developed by a Faculty Committee. The intent is to provide several consultations between the Senate member and his immediate supervisor or other appropriate Faculty member. A final written evaluation statement shall be placed in the Senate member's personnel file, and the Senate member shall be provided a copy of it.

ARTICLE IX: OTHER PROVISIONS

A. The Agreement and the Law

If any provision or application of this Agreement to any Senate member shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Duplication of Agreement

Copies of this Agreement shall be duplicated at the expense of the College and presented to all instructional Faculty now employed or hereafter employed, and shall be made available for the perusal of prospective instructional Faculty.

C. Effective Dates

This Agreement shall be effective as of August 31, 1970 and shall continue in effect until August 31, 1971. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

D. Reopening

Section V-A-1 shall be discussed by representatives of the KVCC Board of Trustees and the KVCC Senate, starting March 1, 1971. It is the intent that all other items in this Agreement shall remain in effect for the duration of the Agreement, unless it is mutually agreed that modification of other items shall be in the best interests of the College.

E. Staff Reduction

1. Demotion

No Senate member shall be demoted from status or salary. A change in duty may not be assigned without consent of the Senate member.

2. Staff Reduction

Whenever it is necessary to decrease the size of the instructional staff because of insufficient funds or substantial decrease of student population, the Board, upon recommendation of the President,

ARTICLE IX: OTHER PROVISIONS - E-2 continued

may cause the necessary number of Faculty members beginning with those serving term appointments, to be placed on leave of absence, without pay or benefits, but only in inverse order of their appointments within disciplines.

- a. When circumstances shall be appropriate, each Senate member placed on leave of absence as aforementioned shall be reinstated in inverse order of his placement on leave of absence.
- b. Such reemployment shall not result in loss of status or credit for previous years of service.
- c. No new appointments shall be made while there are available Senate members on leave of absence and who are qualified to fill the vacancies unless such Senate members shall fail to advise the President within fifteen (15) days from date of notification by the President of positions available.

3. Summer school is excluded from the above procedure for staff reduction.

ARTICLE X: SAMPLE INDIVIDUAL CONTRACTS

A. Term Appointment

(A sample term appointment contract is attached to this Agreement.)

B. Continuing Appointment

(A sample continuing appointment contract is attached to this Agreement.)

KALAMAZOO VALLEY COMMUNITY COLLEGE

Board of Trustees

Senate

By _____
Robert J. Wollam, Chairman

By _____
President

By _____
Anna Whitten, Secretary

By _____
Secretary

Date of Signing _____

(Sample term appointment letter)

Date

Dear

By authority of the Board of Trustees of Kalamazoo Valley Community College, you are hereby appointed to the full-time professional faculty of Kalamazoo Valley Community College for the 19__-19__ academic year at a contract base salary of \$_____.

This compensation shall be for such instructional, counseling, advisement, committee and other professional responsibilities to which you are assigned, for which you are elected or otherwise designated, or for which you volunteer, within the terms and conditions of the Kalamazoo Valley Community College Faculty Handbook. It is understood that you will have the benefits of the Professional Personnel Policies of Kalamazoo Valley Community College and will be guided by and support the policies, practices and procedures as set forth in the Kalamazoo Valley Community College Faculty Handbook.

Please indicate your acceptance of this appointment by signing the copy of this letter and returning it to the Office of the President, Kalamazoo Valley Community College, 6767 West O Avenue, Kalamazoo, Michigan, on or before _____.

Sincerely yours,

Dale B. Lake
President

DBL:gdb

I accept the above appointment:

Name

Date

(Sample continuing appointment letter)

Date

Dear

By authority of the Board of Trustees of Kalamazoo Valley Community College, you are hereby granted a CONTINUING APPOINTMENT to the full-time instructional faculty of Kalamazoo Valley Community College, effective with the beginning of the 19__-19__ academic year. Such CONTINUING APPOINTMENT will remain in full force and effect as provided in the current Agreement between the Kalamazoo Valley Community College Board of Trustees and the Kalamazoo Valley Community College Senate, and may be terminated only as provided therein. It is understood that your service to Kalamazoo Valley Community College will be within the terms and conditions of the Kalamazoo Valley Community College Faculty Handbook, and that you will be guided by and support the policies, practices and procedures as set forth in that Handbook.

Starting with the next academic year and annually thereafter, you will receive a supplementary letter indicating your compensation for the next academic year.

Please indicate your acceptance of this appointment by signing the copy of this letter and returning it to the Office of the President, Kalamazoo Valley Community College, 6767 West O Avenue, Kalamazoo, Michigan, on or before _____.

Sincerely yours,

Dale B. Lake
President

DBL:gdb

I accept the above appointment:

Name

Date