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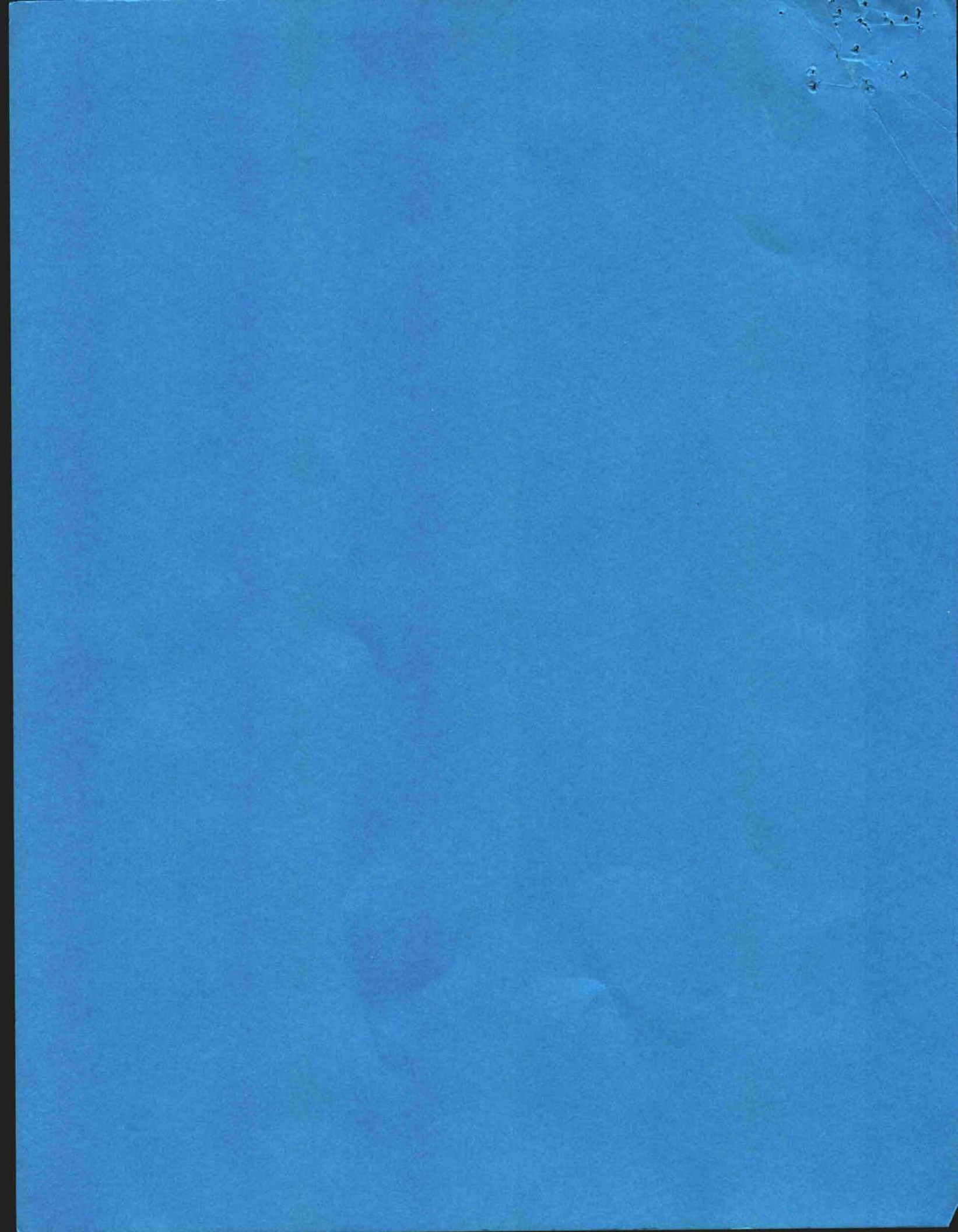
RESEARCH DEPT
AUG 29 1989

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PROFESSIONAL AGREEMENT
Between
BAKER COLLEGE
And The
BAKER COLLEGE EDUCATION ASSOCIATION
MEA/NEA

Baker College

1988-1992



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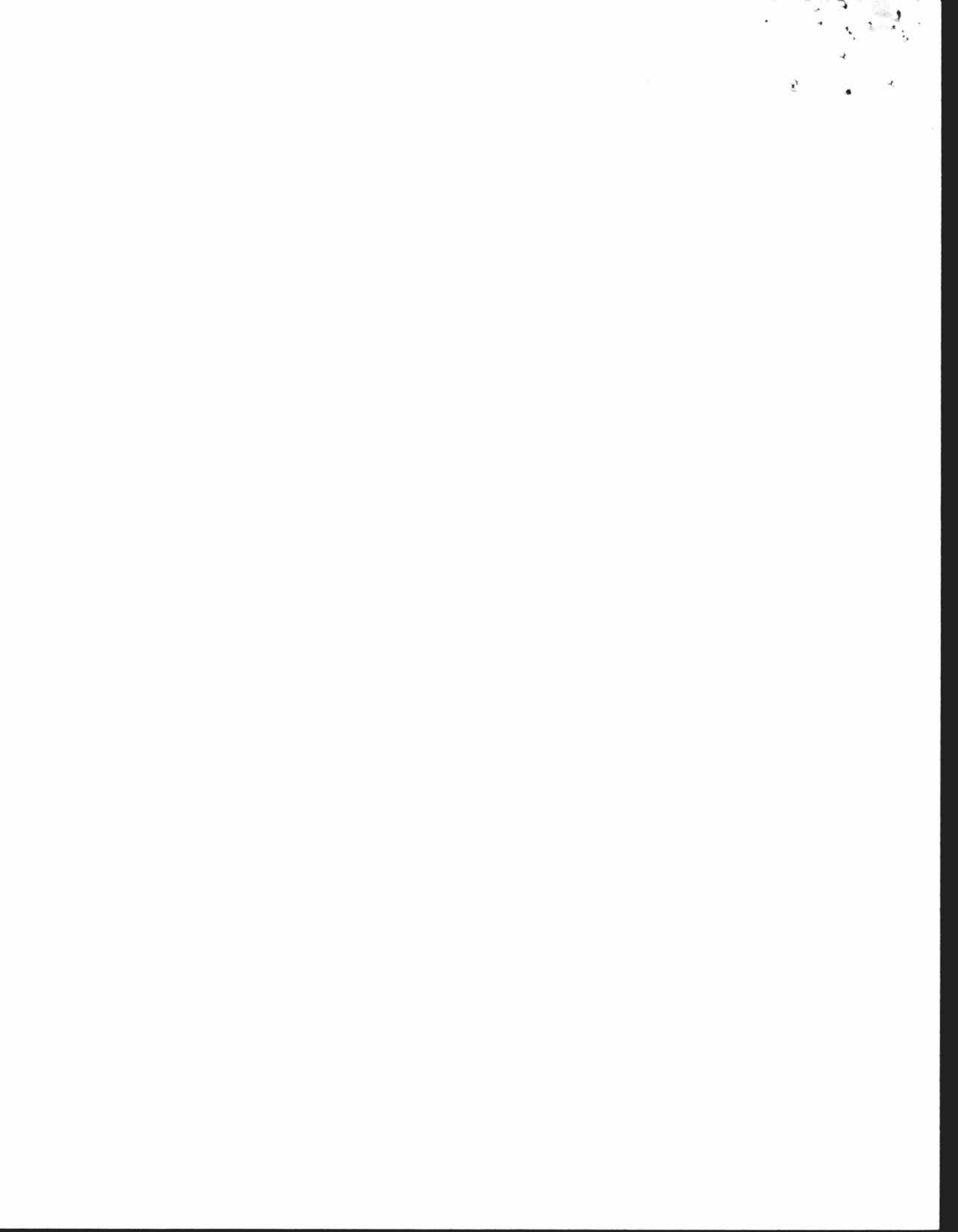


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SECTION I. BASIC CONTRACT PROVISIONS

1.1 STATEMENT OF AGREEMENT

This agreement effective the 1st day of September, 1988, by and between the Baker College Education Association, a voluntary, unincorporated association, affiliated with the Michigan Association of Higher Education, the Michigan Education Association, and the National Education Association, hereinafter called the "Association", and Baker College of Flint, a Michigan nonprofit educational corporation, and Baker College of Owosso, a Michigan nonprofit educational corporation, hereinafter called the "College" ("College" may from time to time also refer individually to Baker College of Flint or Baker College of Owosso). The signatories shall be the sole parties to this Agreement.

1.2 WITNESSETH

WHEREAS the College and the Association recognize and declare that providing a quality education for the students of Baker College of Flint and Baker College of Owosso is their mutual aim; and

WHEREAS the parties have a mutual obligation pursuant to the National Labor Relations Act as amended, to bargain in good faith with respect to hours, wages, terms and conditions of employment for members of the bargaining unit fully described hereinafter in Section 1.3; and

WHEREAS the parties, following extended and deliberate negotiations have reached certain understandings which they desire to confirm in this Agreement; now therefore,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

1.3 RECOGNITION

- A. Pursuant to and in accordance with the Certification of Representative in NLRB Case No. 7-RC-14416, and as amended by the Settlement Agreement dated February, 1985, the College hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees included in the bargaining unit described below:

All full-time professional faculty members employed by the College at Baker College of Flint and at Baker College of Owosso, including department chairpersons, librarians, program directors, and counselors; but excluding the Director of Library Services, all part-time faculty members and all other employees including all administrative staff employees, guards and supervisors as defined in the Act.

All members of the Bargaining Unit shall hereinafter be referred to as "Faculty". From time to time the contract may refer to specific classifications of faculty, those classifications are set forth in the above paragraph. If a provision in the contract refers to one of the specific classifications of "Faculty", that provision shall only apply to that particular classification of "Faculty" and not to the "Faculty" in general.

- B. Fair Employment: The College and the Association agree that they shall not knowingly nor willfully make policies, decisions, bylaws or rules and regulations which are contrary to or in conflict with the constitutional or statutory authority of the United States or the State of Michigan. The College agrees that in hiring faculty members it will not discriminate based on race, color, creed, national origin, sex, or handicap.
- C. The College agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

1.4

EXTENT OF AGREEMENT

- A. This Agreement shall constitute the entire Agreement between the College and the Association. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at after the exercise of that right or opportunity are set forth in this Agreement. Therefore, the College and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.
- B. Notwithstanding the foregoing, the parties may by mutual agreement enter into discussions during the term of this Agreement on matters relating to conditions of employment of

Faculty; and in the event such discussions lead to an agreement to add to, delete or modify any of the terms or provisions hereof, such agreement shall become effective upon being reduced to writing and executed by the authorized representatives of the parties. For purposes of this paragraph, authorized representatives of the College shall be the President of the College and/or the Vice President for Academics. Authorized representatives of the Association shall be the Association President, Negotiations Chairperson and MEA Staff.

- C. Any individual contract between the College and an individual faculty member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. All future individual contracts shall be made expressly subject to the terms of this Agreement.
- D. This Agreement shall supersede any rules, regulations, practices or policies of the College which shall be contrary to or inconsistent with its terms.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees 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.
- F. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of negotiations.
- G. There shall be three signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the President of the College.

1.5

BOARD OF REGENTS RIGHTS

The Boards of Regents of each College hereby retains and reserves unto themselves all the rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws and Constitution of the State of Michigan and the United States. The Association recognizes the sole right of each College to manage its business including, but not limited to, the right to plan, direct, and control its operations; to determine the location, size, and use

of its facilities; to decide the hours of its operations; to decide the types of educational service it shall provide and books to be sold and used; to maintain order and efficiency in its operations, to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules, and number of hours to be worked; the number of full and part-time instructors required to operate the educational program; the qualifications of its employees; and all other rights and responsibilities pertinent to the operation of the College. The exercise of these rights, powers, authority, duties and responsibilities by the College and the adoption of such reasonable rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

1.6

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- A. Any faculty member who is a member of the Association, or who has applied for membership, may sign and deliver to the College an assignment authorizing deduction of Professional Dues in the Association which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the College shall prorate such dues deduction from each regular salary check of the faculty member commencing with the first check following presentation of the authorization form (subsection D) and ending with the last regular check received by the faculty member in May.
- B. Any faculty member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay to the Association a Representation Fee pursuant to the Association's policy regarding objections to political ideological expenditures and the administrative procedures adopted thereto, provided, however, that the faculty member may authorize payroll deduction for such fee in the same manner as provided in 1.6.A. In the event that a faculty member shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in 1.6.A, the College shall cause the termination of employment of such faculty member. The parties expressly recognize that the failure of any faculty member to comply with the provisions of this article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

C. The procedure in all cases of discharge for violation of this article shall be as follows:

1. The Association shall notify the faculty member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the College in the event compliance is not effected.
2. If the faculty member fails to comply, the Association may file charges in writing with the College and shall request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The College, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges.

In the event of compliance at any time prior to discharge, charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Fee.

D. The Association and the Michigan Education Association jointly and severally agree to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs, and expenses of whatsoever kind (including reasonable attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of Section 1.6 and the defense of actions taken against the Board before any court or administrative agency; subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.

4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- E. Association fees deduction authorization shall be provided to the payroll office by the Association. With respect to all sums deducted by the College pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the College agrees to promptly disburse said sums to the treasurer of the Association.
- F. This article shall be effective as of the date of the Agreement and all sums payable hereunder shall be determined from said date.

1.7

COLLEGE CALENDAR

- A. The tentative calendars for the 1988-89, 1989-90, 1990-91, and 1991-92 school years are attached hereto as Appendices A-1, A-2, A-3, and A-4 respectively.
- B. The College agrees to publish a tentative calendar for each school year at the time it prints its annual catalogue in the spring. The College will develop the calendar cooperatively with the Association prior to its publication. In the event the parties cannot reach an agreement on the calendar, the College may proceed to publication subject to the criteria in C below.
- C. The following criteria shall be used in developing the calendar:
 1. There shall be a maximum of 123 instruction and exam days during the academic year. In addition each Friday during the term shall be used for student labs with the exception of holidays and exam week.
 2. There shall be a minimum recess of one (1) calendar week between quarters for all instructors.
 3. Instructors shall be responsible for the following:
 - a. Three (3) staff meeting/work sessions not to exceed 4 hours each. Said sessions will be scheduled prior to the fall, winter and/or spring quarters.
 - b. Instructors will be responsible for six (6) orientation/registration sessions per year not to exceed five (5) hours each. (Registration year will

be summer registration through registration prior to spring quarter.)

- c. The College will post a schedule of orientation/registration dates, including the number of instructors needed prior to May 1 of each year. Instructors will be requested to sign up for the required six (6) sessions. Should more instructors than are needed sign up for a given date the instructor(s) with the lowest seniority will be required to make another selection. Should an insufficient number of instructors sign up for a given date the College may assign instructors beginning with the lowest seniority instructor. Instructors shall receive verification of their registration schedule by the last day of the spring quarter. The Association and the College will cooperatively work out a procedure to expedite selection of registration sessions. (Orientation/registration procedures in 3.b & c will commence with the summer 1989 orientation. Registration procedures for the 1988-89 academic year will be as specified in the 1985-88 Professional Agreement.)
4. Recesses between quarters shall be deemed as vacation time for instructors.
5. The following holidays shall be honored in developing the calendar:
 - Memorial Day
 - Independence Day
 - Thanksgiving Day & the Friday immediately thereafter
 - Christmas Eve, Christmas Day
 - New Year's Eve, New Year's Day
6. Work assignments for registration and orientation shall be equalized on a yearly basis. The College will provide each instructor with one (1) fifteen (15) minute break during each five (5) hour block worked.

1.8

GRIEVANCE PROCEDURE

- A. A grievance is a claim by a faculty member or the Association that there has been a violation, misinterpretation or misapplication of this Agreement or any rule or regulation of the College.

- B. A formal grievance shall be filed as soon as possible, but in no event longer than fifteen (15) calendar days from the event or occurrence giving rise to the grievance or the discovery thereof.
- C. The time limits provided in this article shall be strictly observed and applied and may only be extended by written agreement of the parties.
- D. In the event that a faculty member believes there is a basis for a grievance, the faculty member shall first discuss the alleged grievance with the Vice President for Academics, either personally or accompanied by an Association Representative, provided however, that nothing herein contained shall be construed to prevent any individual faculty member from presenting a grievance and having it adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement and the Association has been given an opportunity to be present at such adjustment.

Level One.

If, as a result of the informal discussion with the Vice President for Academics, a grievance still exists, the faculty member may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix B, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the Vice President for Academics. Within five (5) calendar days of receipt of the grievance, the Vice President for Academics shall meet with the Association in an effort to resolve the grievance. The Vice President for Academics shall indicate the disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.

Level Two.

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the President of the College. Within seven (7) calendar days, the President shall meet with the Association on the grievance and shall indicate the disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.

Level Three.

If the Association is not satisfied with the disposition of the grievance by the President, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The parties shall first seek to select an arbitrator by mutual agreement. If no such agreement is reached in ten (10) days, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Any demand for arbitration including filing with the American Arbitration Association must be accomplished in 20 calendar days following the expiration of the time limits specified in Level Two above. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party prior to arbitration. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

- E. The fees and expenses of the arbitration shall be shared equally by the parties.
- F. Notwithstanding the expiration of this Agreement any claim or grievance filed in accordance with this section may be processed through the grievance procedure until resolution.
- G. The time limits provided in this Article shall be strictly observed and may only be extended by written agreement of the parties.

SECTION II EMPLOYMENT RELATIONS

2.1 ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. Prior to the preparation of class schedules for any quarter, the Vice President for Academics or designee shall meet with each department to review and discuss class assignments. The preference of individual instructors as to time and course selection will be given consideration. Instructors will not be required to teach evening classes unless necessary to make a full load or meet an academic need. In case a conflict arises, preference will be given to the higher seniority instructors unless said preference would create an academic need.

Requests by an instructor for changes in assignment shall be made in writing and filed with the Vice President for Academics.

- B. Instructors shall not be assigned outside the scope of their educational and professional expertise (i.e., educational qualifications, practical experience, demonstrated competency, or a combination thereof) without their consent.
1. In the event of an involuntary change in an instructor's assignment involving substantial changes in the preparation and development of three or more classes, that instructor shall be entitled to a reduced load of one course for one academic quarter in accordance with Section 3.2.F. Such an involuntary change in assignment shall not occur more than once within a three year time span and shall not be made in an arbitrary or capricious manner.
 2. In considering a person's educational and professional expertise, the following shall be deemed pertinent:
 - Major and minor fields of study
 - Individual courses taken or audited
 - Courses taught including student teaching
 - Work experience
 - Inservice training
 - Seminars and workshops attended
 - Course observation and participation
 3. Assignments of instructors outside their area of expertise will generally be done only in limited situations such as layoffs, unavailability of qualified instructors, program reduction or similar exigent circumstances.
- C. Instructors shall be notified of tentative teaching assignments prior to the publication of the class schedule for any quarter or summer session.
- D. Whenever a vacancy arises in the bargaining unit, the College shall post notice of the same in writing on the Faculty bulletin board with a job description. Notice of such vacancies shall be given to the Association at the time of posting. Posting of such vacancies shall be for no less than five (5) calendar days before the vacancy is filled. Requests by a faculty member to fill such vacancy shall be made in writing on Request for Transfer forms supplied by the College and shall be filed with the Vice President for Academics. Vacancies shall be filled on the basis of the affirmative action plan of the College, educational and professional expertise (as defined in 2.1.B.2 above) and seniority in the College in that order. In order to be considered for a transfer, probationary faculty must have had at least one full evaluation in accordance with 2.4.E. Faculty requesting a transfer shall be notified of acceptance or rejection of their

request. The reasons therefore shall be discussed with the faculty member upon request.

E. Voluntary transfers between Colleges shall be accomplished by seniority within areas of expertise. Voluntary transfers from College to College shall be granted when an opening is available.

F. An involuntary transfer shall be defined as a change in College which is not requested by the faculty member. A faculty member may be involuntarily transferred from one College to the other College if no full-time job exists at her/his previously assigned College.

A faculty member may be involuntarily assigned to more than one College only if no full-time job in her/his area(s) of expertise exists at any one College.

G. Full-time faculty members shall be given employment preference over part-time faculty members, however the College has the right to determine the number of full and part-time faculty.

2.2

REDUCTIONS IN PERSONNEL AND RECALL

A. The Board shall determine the areas in which staff reduction shall be made. Such decisions shall be based on student enrollments, the economic needs of the College and the requirements of the educational program. Notice of layoff shall be given thirty (30) days prior to the beginning date of any quarter. In all events, faculty members shall be given as much advance notice as possible.

B. A seniority list shall be jointly developed by the Association and the College at the time this contract is implemented. Said list shall be reviewed and revised at the beginning of each academic year.

C. Prior to the implementation of any layoff, the College shall meet and confer with the Association regarding the layoff and alternate courses of action. The College will seek to avoid layoffs through internal transfers and/or providing classes outside of the instructor's regularly assigned area. In making such assignments, the College will consider all courses available for which an instructor is qualified.

D. Layoffs of Faculty shall be in inverse order of their seniority at the College depending upon the areas in which layoffs are to occur and the needs of the College as outlined in A above.

- E. Laid off faculty shall be recalled by seniority in inverse order of layoff when a position for which they are qualified becomes available. All laid off Faculty shall be given first opportunity to fill the position they held prior to layoff at the time it is reinstated.
- F. The College shall notify qualified faculty members on layoff of subsequent vacancies by certified mail to the last address registered by the faculty member in the business office. No new appointments, except on a temporary basis, shall be made within twenty (20) days from the mailing of such notification. If a faculty member does not return to work at the specified time, the College shall have no further employment obligation to him/her.
- G. Faculty members who are laid off shall be placed on leave of absence. All rights to be recalled shall terminate after a two (2) year period.
- H. Faculty members recalled to work shall retain all credits they had accrued for all leaves, and salary placement, but credits shall not accrue during layoff. Seniority shall accrue throughout layoff period.
- I. Instructors/faculty on the Owosso campus who are bargaining unit members as of the spring quarter, 1985, and who worked for two or more quarters in the school year, shall be granted a full year of seniority for 1984-85.
- J. Seniority shall be defined as non-terminated years in the bargaining unit from last date of hire.
 - 1. Last date of hire is defined to be the first day the faculty member performs service for the College as opposed to the date his/her individual contract is signed.
 - 2. Should two or more faculty members have the same seniority date the faculty with highest seniority shall be determined by lottery with the first name drawn having the highest seniority. The lottery shall be conducted by the Association President and the College President or his/her designee.
 - 3. Any faculty member who worked in the bargaining unit and then becomes an administrator shall retain any seniority accrued upon return to the bargaining unit.

ASSOCIATION AND FACULTY RIGHTS

- A. The Faculty may use rooms at the College for meetings and special programs of the Association provided that arrangements are made in advance with the College, meetings are scheduled within the regular hours of the College and there is no interference with regular College activities.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations and that they first report their presence to the Office of the President or his designee.
- C. With the permission of the College, and subject to availability, the Association shall have the right to use the College facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and audio-visual equipment. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association may use the intra-college mail for communications to faculty members and may post notices upon the bulletin board in the Faculty lounge.
- E. The College agrees to furnish the Association in response to reasonable requests available information regarding student enrollment statistics, names and addresses of all full-time faculty members, salaries paid thereto and educational background, fringe benefit programs and their costs as necessary for bargaining purposes, and information regarding all teaching assignments and class schedules. Such information shall not be required to be given in a form than is otherwise utilized by the College during the course of its regular operations.
- F. Neither the College nor the Association shall discriminate against any faculty member on the basis of religion, race, creed, color, age, sex, marital status, national origin or handicap. Both parties agree to support the concept of affirmative action at the College.
- G. The rights granted herein to the Association shall not knowingly be granted or extended to any competing labor organization.

FACULTY CONTRACTS AND EVALUATION

- A. Services of faculty members are generally contracted for on the basis of an academic year consisting of (3) quarters. The College reserves the right to issue yearly contracts, (4) quarters, which would include the summer session, to those faculty it deems necessary to have available for summer sessions; provided, however, that the College and a faculty member may agree to a contract consisting of any choice of (3) quarters in a school year.
- B. Probationary Faculty
1. All faculty at the College shall be considered probationary employees during their first two years of full-time employment at the College. A third year of probation may be required at the College's discretion. Notice of the College's election to require a third year of probation shall be given to the faculty member and the Association no later than April 15th of the second year of probation.
 2. Probationary contracts shall be issued for a period of one year. Such contracts will be renewed unless the College notifies the probationary faculty member by April 15th that the contract will not be renewed.
 3. In the first year of probation the decision of the College to terminate a probationary faculty member shall be final and is not subject to the grievance procedure. In the second and third year of probation, the decision to terminate a probationary faculty member may be grieved solely on the basis that the evaluation procedure utilized by the College was unreasonable in its application to the individual faculty member.
- C. Continuing Contract Status
1. Following the successful completion of a faculty member's probationary period, the faculty member shall be awarded continuing contract status. Continuing contract Faculty shall be subject to an annual evaluation using the procedure outlined in 2.4.E.
 2. Faculty members attaining continuing contract status will receive annual contracts unless specific charges are placed against an individual, including dismissal from the College. If such a charge is placed, the due process provisions of the grievance procedure shall apply.

D. Temporary Contracts

1. Temporary contracts may be issued from time to time to meet special needs of the College and for purposes of specially funded or governmentally sponsored programs. Such contracts may be issued on a school or calendar year basis or any portion thereof. The issuance of such a contract implies no continuing obligation on the part of the College to renew such contracts. The failure to renew such a contract shall not be subject to the layoff and recall provisions of this contract or the grievance procedure. Such contracts shall not be issued for a period longer than that specified herein.
2. Temporary contracts shall also be issued to any instructor who is assigned to teach two consecutive quarters of sixteen contact hours or more. Such contracts shall be issued at the beginning of the second quarter. The instructor's salary and fringe benefits shall be provided for as outlined in Section 3.2.B.1 for reduced teaching loads. Such instructors shall be part of the bargaining unit and shall be subject to all the terms and conditions of this Agreement.

E. Instructor Evaluation

Both parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following goals have been agreed to:

1. To promote communication between the supervisor and faculty member.
2. To evaluate teaching competency and/or techniques by:
 - a. Identifying classroom strengths and areas that may need improvement
 - b. Developing an action plan for areas identified in coordination with the faculty member
 - c. Assisting faculty members in implementing their action plans
 - d. Measuring the attainment of the action plan
3. To evaluate professional growth and development by:
 - a. Determining goals for professional growth
 - b. Developing an action plan for implementation of goals

- c. Assisting faculty members in implementing their action plans
 - d. Measuring the attainment of the action plan
4. In accordance with these goals the following procedures have been agreed to:
- a. The methods and procedures to be used may be reviewed and/or revised by the College and the Association on a yearly basis and shall be discussed in a conference with the faculty members involved prior to the implementation. The forms to be used are attached hereto as Appendix C.
 - b. A full evaluation will be defined as including at least one student evaluation, a self-evaluation, a classroom observation, a supervisor's evaluation and a review of the action plan. A partial evaluation will be defined as a review of the action plan. A focused evaluation shall be defined as a review of progress in a specific area that requires improvement and was identified as a result of a previous evaluation.
 - c. Newly hired and probationary faculty shall receive a full evaluation at least once per year for their two years of probationary status. Evaluation shall be conducted prior to June 1, but not more than once per quarter.

Continuing contract faculty members shall be evaluated before June 1st of any year as follows:

- Three (3) to six (6) years at least one full evaluation every two years, seven (7) or more years at least one full evaluation every three years. Partial evaluations shall be completed each year when full evaluations are not performed. Focused evaluation forms shall be completed to deal with specific areas, but not more than once per quarter.
- d. It is expressly understood that the evaluation may include classroom visitations; observation by the Vice President for Academics or his designee; teaching effectiveness; scholarly achievement; special contributions to the College; student evaluations; committee work and other activities related to the faculty member's involvement and responsibilities to the College.

- e. Arrangements shall be made with the faculty member at least 7 calendar days prior to classroom observation and evaluation. A faculty self-evaluation shall be submitted at the end of the scheduled observation. Students shall have the opportunity to evaluate the instructor at the conclusion of the classroom observation. Within 14 calendar days of the classroom observation, a conference shall be held with the instructor for the purpose of discussing a summary evaluation report based upon the instructor's self-evaluation, the supervisor's evaluation, and a summary of the student's evaluations including a typed listing of comments. The action plan shall be reviewed and a new one prepared at this conference. Possible areas for future focused evaluations shall also be discussed. The instructor shall be given the opportunity to review the student evaluation forms after the end of the quarter and shall be given copies of all evaluation forms within 7 calendar days of the conference. A faculty member shall be entitled to have an Association Representative present at the evaluation conference. The faculty member shall have the right to answer the evaluation report in writing within 14 calendar days of the end of the quarter of the evaluation. Said response shall be attached to and become a part of the report. The signature of the faculty member on the report means only that the faculty member has seen the report and shall not be interpreted to mean agreement with the content.
- f. If an evaluator finds a faculty member's performance deficient, the deficiencies shall be set forth in specific terms, as shall an identification of the specific areas in which the faculty member is to improve. If necessary, the evaluator will identify areas that may need improvement with specific recommended actions. In subsequent evaluation reports, all previous specific deficiencies shall be discussed and included in the written evaluation.
- g. All full evaluations shall include at least one classroom observation of a complete contact hour. Such observations or monitoring shall be conducted openly, with full knowledge of the instructor and in a professional manner.

The evaluator will be informed of the instructor's objectives, methods, and materials planned for the teaching/learning situation prior to writing up the

evaluation.

- h. In the event a member of the Faculty, having continuing contract status, is not continued in employment, the College will advise the faculty member of the reasons therefore in writing at least 60 days prior to dismissal except as outlined in 2.5.D.
- i. In a given year, if a full or focused evaluation is not performed, the faculty member's performance shall be deemed satisfactory.
- j. The same schedule and evaluation procedures shall be used for non-instructors, except that there shall not be a classroom observation nor a student evaluation. In addition, the non-instructor evaluation form shall be used rather than the instructor evaluation form.

2.5

DISCIPLINE OF FACULTY MEMBERS

- A. Except as may otherwise be provided herein, no faculty member shall be discharged, demoted, disciplined, or reprimanded without just cause. Any such discipline, reprimand or demotion shall be subject to the grievance procedure set forth in this contract. All information forming the basis of disciplinary action will be made available to the faculty member and the Association.
- B. Faculty members shall have the right upon request, to review the contents of their own personnel files. A representative of the Association may be requested to accompany the faculty member to such review. Confidential credentials (and related personal references) normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file. A faculty member will be given the opportunity to file a response to any adverse material placed in the personnel file and response shall be made a part of the said file. If the faculty member is asked to sign material placed in the file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

There shall be no more than two personnel files for each bargaining unit member. One file shall be kept in the business office and shall contain only the necessary information relative to its functions, such as transcripts, withholding forms, applications, etc.

A second file containing performance information shall be kept in the academic office.

Before a student complaint is placed in a member's file, the complaint shall have been reviewed by the administration and the faculty member; and there shall have been an attempt to resolve the complaint. The faculty member shall at all times have the right to the identification of the complainant.

C. If a faculty member is to be reprimanded or disciplined, he/she shall be entitled to have a representative of the Association present. All such reprimanding, or disciplining, is to be done in person. The faculty member shall, within 2 working days of the reprimand or discipline, receive a copy of any written material that is placed in their personnel file and may, within one week from receipt of such materials, respond in writing. Such responses shall be placed in the faculty member's personnel file.

D. Gross Misconduct

Notwithstanding any of the foregoing provisions, the College reserves the right to suspend without pay any faculty member at any time for gross misconduct or incompetency pending termination hearings. In such a situation, and regardless of status, the due process provisions of the grievance procedure shall apply beginning at Level Two.

SECTION III TEACHING CONDITIONS

3.1 ACADEMIC FREEDOM

The College acknowledges that it shall place no restraint upon a staff member's freedom of investigation. Instructors, however, must not permit research activities to interfere with their teaching duties. The College imposes no limitations upon an instructor's freedom of exposition of his/her subject. Instructors, however, are expected to adapt their instruction to the needs of their students, to avoid discussion of controversial topics outside the subject of the course they are teaching, and to use good taste in their presentation. The College imposes no limitations upon a faculty member's freedom of exposition in addresses or in publications outside the College. The College however, assumes no responsibility for views expressed on such occasions, and faculty members shall make it clear that they are expressing their personal opinions only, remembering that the public may judge the faculty member's profession and institution by their utterances. Hence faculty members shall at all times try to be accurate, exercise appropriate restraint and show respect for

the opinion of others. Each faculty member shall have full rights of citizenship to participate or not participate in religious and political activities free from institutional approval, censorship or discipline.

3.2

WORK LOADS

A. Definitions:

1. Academic Year: Three academic quarters beginning with fall, continuing through winter and concluding with the spring quarter.
2. School Year: Consists of three quarters in #1 above plus the summer quarter.
3. Contact Hour: Fifty (50) minutes of regularly scheduled class activities, as printed in the quarterly class schedule booklet.
4. Evening or Night Class: Any class which begins or continues after 5:30 p.m.
5. Vacancy: A vacancy in the bargaining unit is any newly created Faculty position or any existing Faculty position to which no bargaining unit member is assigned. The College retains the right to determine if vacancies will be filled.
6. Layoff: A faculty member shall be considered on layoff when no classes are assigned and the procedures in 2.2 are followed.
7. Course: An individual class offered by the College.
8. Program: A group of courses that lead to a certificate, diploma, or degree.

B. Maximum Teaching Load:

1. Basic Teaching Load: The assigned basic teaching load of full-time instructors shall be a maximum of twenty (20) contact hours per academic week including no more than three (3) different course preparations. The instructional work day shall consist of five (5) fifty (50) minute class periods. In addition, each instructor shall schedule 240 minutes of office hours per week and provide the appropriate Dean with a copy of the schedule.

2. The Administration may, with the consent of the instructor and consultation with the Association Building Representative, assign an instructor to teach more than 3 course preparations. Instructors assigned more than three (3) class preparations shall be paid an additional \$200 for each preparation in excess of three (3) except for the following:
 - a. The assignment is made to accommodate the instructor's choice of classes and/or time schedule.
 - b. The additional preparation results from a voluntary overload.
 - c. There are an insufficient number of multiple sections offered to allow the reduction of preparations to three (3).
3. Up to 20% of the regularly scheduled full-time instructors, upon written request filed one (1) month in advance, shall be granted a reduced teaching load of sixteen (16) contact hours unless the College is unable to find a qualified replacement. Additional requests may be granted depending upon the needs of the institution. In the event such a request is granted, the instructor's salary shall be prorated. The College will continue to provide all other fringe benefits in accordance with the terms of this contract.
4. Overloads: An overload is an assignment which exceeds the guidelines of the basic teaching load. Overload assignments shall not exceed four (4) contact hours per quarter. In case of academic need, overload assignments may be made without the consent of the instructor. In such case the instructor will receive a written notice of assignment setting forth the reasons for the academic need. If the overload assignment results in more than three (3) different class preparations, the instructor will be paid \$200 for each additional course preparation.
5. Full-time faculty members shall have preference over part-time faculty in overload assignments subject to the approval of the Vice President for Academics who may deny the overload. The faculty member shall receive reasons for any denial in writing. Faculty taking a voluntary overload shall not be paid for an additional preparation which results from a voluntary overload.

C. Scheduling:

1. An instructor's classes shall be assigned within a six (6) hour period during the day. Instructors assigned to teach day and evening classes shall have their day classes scheduled within a given five (5) hour period. Other combinations may be scheduled with the consent of the instructor involved and after consultation with the Association Building Representative.
2. During the academic quarter each Friday, with the exception of holidays and exam week, shall be set aside for individual student lab days. On such days instructors shall be available to students for three (3) hours. Instructors will be available for a maximum of 15 hours per quarter for Faculty meetings. Notice will be given at least one (1) week in advance for meetings in excess of one (1) hour or to be held off the instructor's assigned campus.
3. The normal working hours of librarians and counselors shall be thirty-seven and one-half (37 1/2) hours per week. A school year for counselors and librarians shall be forty-eight weeks of work within the fifty-two week year. An academic year for counselors and librarians shall be thirty-six weeks of work within a thirty-nine week period. It is recognized by the parties that the librarians' and counselors' working hours are flexible. A weekly work schedule shall be prepared in advance and submitted to the librarians' and counselors' supervisor for approval.

Non-instructional bargaining unit members shall have five additional days of holiday break in conjunction with Christmas Eve and Christmas Day and New Year's Eve and New Year's Day.
4. Program Directors shall have a full-time instructor's quarterly schedule except that their classroom load shall be reduced by four (4) contact hours per week. The job duties of each Program Director shall be as specified in the job description attached as Appendix E. Any change in duties specified by said job description shall be negotiated with the Association prior to their becoming effective.
5. Summer term courses remaining without instructors after full-time loads have been assigned shall be made available to full-time instructors.

- D. Faculty assigned to work at another site shall be paid 25 cents per mile for actual mileage traveled from the original college campus. One way mileage only shall be paid if the faculty member is not required to return to the original campus. Should the IRS change the allowable business mileage rate from 25 cents per mile, the new rate shall be paid to Faculty commencing January 1 following the rate change announcement.
- E. Substituting for another instructor shall be voluntary. Compensation for such substituting shall be paid at the rate of twenty (\$20.00) Dollars per hour. Instructors shall receive said compensation in their next regularly scheduled paycheck.
- F. The College shall pay additional compensation or assign an instructor loads less than the guidelines herein established for purposes of curriculum development or special projects of the College. Such additional compensation or reductions in load shall be established through discussion with the instructor involved, the College and the Association.
1. Insofar as a load reduction or additional compensation is to be granted, the parties recognize that the purpose of such reduction or compensation are as follows:
 - a. Where assignments are given necessitating changes in course preparation such as the development of new courses or substantial revisions of an existing course. Substantial course revision is defined as a course in which more than one-third (1/3) of the content has been changed. Revisions which are not substantial shall be considered part of the instructor's teaching duties and responsibilities.
 - b. Where involuntary assignments are given to an instructor necessitating the teaching of two or more courses in another division except when the assignment is made to avoid either a work reduction or layoff.
 - c. Where instructors are chosen to serve on the Educational Policies Committee or other similar College-wide committees which may be established in the future. (Reduced Load Only)
 - d. Coordinating accreditation visits and materials.
 - e. Curriculum and/or program development.
 - f. Other situations as may be mutually agreed to.

- g. To begin an approved academically related club as its advisor. (This shall be limited to one (1) term only for four (4) contact hours per week.)
2. Where a load reduction is contemplated by the College, the College will meet with the instructor and the Association to establish the load reduction as specified in the contract. Following such meeting and discussion, the College shall reduce to writing the length and terms of any reduction granted. Load reductions are to be proportionate to the required work.
- G. Work assignments during registration and orientation shall follow the guidelines established in Article 1.7.C.3 of the Agreement.
 - H. Limitations on class size shall be based on a College-wide average student to instructor ratio of 30:1 per academic year. The College will continue to make reasonable efforts to distribute enrollment equitably among all sections of a course.
 - I. Materials developed at College expense and on College time as part of a faculty member's duties, responsibilities or assignments shall be the exclusive property of the College unless said materials are copyrighted or sold by the College. In such cases, the faculty member(s) involved shall share, to the extent of their participation in residual rights.

3.3

FACULTY FACILITIES

- A. The College shall continue to make available a Faculty lounge for the exclusive use of Faculty, which room shall contain Faculty mailboxes, a bulletin board and rest room facilities.
- B. The College shall continue to provide off-street parking, properly maintained, identified exclusively for faculty members use and without cost to the faculty member.
- C. Telephone facilities shall be made available to faculty members for their reasonable use.
- D. The College shall provide a locked storage cabinet or file for each instructor for storage of instructional material.
- E. There shall be designated space available for students' make-up tests other than the Faculty office area.
- F. The employer will provide the equivalent of a full-time secretary for Faculty use with access to a word processor.

- G. There shall be an established procedure applied uniformly for use of audio visual equipment and materials.

3.4

TEACHING DUTIES AND RESPONSIBILITIES

- A. Instructors, in fulfillment of their teaching responsibility, shall perform the usual professional duties of a college instructor, which duties include, by way of example: preparing and filing performance objectives and course outlines and syllabi with the Dean or his/her designee; fulfill the performance objectives of the course; pursuing current developments in appropriate fields of academic and course interest; making timely submission of student grades, preparing reports concerning students academically deficient, in need of counseling, or excessively absent; recommending changes in textbook use and cooperating with the Dean in the choice of texts and in curriculum planning; and participating in professional inservice training programs as deemed desirable by the College.
- B. Faculty members shall attend the regularly called Faculty meetings and shall attend commencement exercises. Requests to be excused from such events shall not be unreasonably withheld.
- C. Faculty members shall abide by the reasonable rules and regulations of the College as published from time to time in the Employees' Manual.

Said rules and regulations which relate to subjects covered by this Agreement shall not add to or subtract from this Agreement. This provision does not constitute a waiver of the Association's right to bargain on mandatory subjects of bargaining.

- D. In the event of class cancellations by the College faculty members shall not be required to report for work.

SECTION IV. LEAVES OF ABSENCE

4.1 PROFESSIONAL AND ASSOCIATION LEAVE

- A. At the beginning of every academic year, each faculty member shall be credited with two (2) days to be used throughout the year for the faculty member's professional business. Additional days may be authorized by the College. Professional business days may be used for any educational purpose approved by the Supervisor. A faculty member planning to use a professional business day shall seek such approval from his/her Supervisor at least one week in advance of the absence. Professional business days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, a professionally related society or organization, and the MEA and NEA and/or affiliate departments thereof.

The College will pay actual expenses incurred for travel, registration, room and meals under provisions of this article. The faculty member may be requested to file a written report within one week of attendance at such visitation, conference, workshop or seminar. Subject to the approval of the Vice President for Academics, the College shall pay the actual cost of membership dues in up to two (2) professionally and/or academically related societies or organizations for each full-time faculty member.

- B. Any faculty member called for jury duty during school hours shall be paid full salary for such time less any fees received for such duty.
- C. At the beginning of every school year, the Association shall be credited with fifteen (15) days to be used by faculty members who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the College no less than forty-eight (48) hours in advance of taking such leave. The Association shall pay the costs of any substitute instructors required.

The Association will exercise its best efforts to assure that no one person will use more than 10 of the 15 days.

4.2

ILLNESS, PERSONAL AND DISABILITY LEAVE

- A. At the beginning of each quarter, a faculty member shall be credited with the equivalent of four (4) days of leave*, the unused portion of which shall accumulate from quarter to quarter to the equivalent of thirty days maximum. At the beginning of each fall quarter, a faculty member who has accumulated the maximum leave time, shall be credited with the maximum leave time, notwithstanding the faculty member's use of leave time in a previous year. The leave hours may be taken by a faculty member for the following reasons and subject to the following conditions.
 1. Personal Illness or Disability: A faculty member may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.

2. Death in the Immediate Family: Immediate family shall be interpreted as parents, grandparents, children, spouse, mother-in-law, father-in-law, grandchildren, brother, sister, sister-in-law, and brother-in-law. Leave may be granted for death of surrogate parent or close friend, subject to approval of the Vice President for Academics.
 3. Absence under this policy covers illness in the immediate family (wife, husband, children).
 4. The equivalent of two (2) days of the leave in "A" above may be used for the faculty members personal business. A personal business day may be used for any purpose at the discretion of the faculty member.
- * This time shall be apportioned at the rate of one (1) hour for each day class missed plus one (1) hour per day for a conference period. A night class shall constitute four (4) hours. Friday equals four (4) hours.
- B. The College shall furnish each faculty member with a written statement at the beginning of each school year setting forth the total sick leave credit.
 - C. A faculty member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to a maximum of one (1) year. Such leave may be renewed for an additional period of up to one (1) year upon the written request of the faculty member and the approval of the College.
 - D. In cases where the College has reason to believe sick days have been abused or a faculty member is not capable of performing the duties of the job, the College may require of a faculty member medical certification from the treating physician of the faculty member's physical fitness to return to work and the medical reasons for his/her illness and inability to work. The College retains the right to require a medical examination of a faculty member by a physician of its own choice at College expense.
 - E. Involuntary Leaves: The College may, without request, grant a leave of absence because of physical or mental disability for a period not to exceed one (1) year; provided further, that any faculty member on continuing contract so placed on leave of absence shall have a right to a hearing on such unrequested leave of absence in accordance with the provisions for hearing set forth in Section 1.8

4.3

CHILD-CARE LEAVE

- A. A faculty member may request a child-care leave at any time for the purposes of caring for a newly born or adopted child. Said leave shall be granted under the following conditions:
 - 1. The initial leave period may be for the duration of the school year. The leave may be extended for up to one year upon the written request of the faculty member and the approval of the College.
 - 2. A faculty member may use all or any portion of her sick leave to recover from any medical complications or problems caused or contributed to by her pregnancy, miscarriage, abortion, childbirth and recovery.
 - 3. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the faculty member. A doctor's statement shall be provided indicating that the faculty member is able to return to his/her position. A faculty member returning under this subsection (4.3) shall return to the first available position for which she is qualified. Such return shall only be at the beginning of an academic year quarter.

4.4

SABBATICAL LEAVE

- A. A full-time, permanent faculty member who has completed four (4) or more consecutive years of employment in the College shall be granted a sabbatical leave of absence, subject to approval of the Vice President for Academics, for the purpose of travel or study in pursuit of wider knowledge and greater skills in his/her position. A faculty member with four (4) or more consecutive years of employment in the College shall be eligible for sabbatical leave according to the table below:

<u>Years of Service</u>	<u>Length of Leave</u>
4 years	1/3 year
6 years	2/3 year
8 years	1 year

- B. The faculty member shall be paid one-half (1/2) of what he/she normally would have received as compensation pursuant to the salary schedule (base salary) during the period he/she is on leave, or, the difference between his/her base salary and any compensation he/she receives during the period he/she is on leave, whichever is less, plus full fringe benefits as set forth in Section V; provided he/she signs an agreement to return to the College at the expiration of the leave and to

remain for at least one (1) full year or refund the salary while on such leave.

- C. A faculty member who takes a sabbatical leave of one year shall not be eligible for another sabbatical leave until he/she has completed four (4) additional years of service in accordance with the above table in paragraph A. No more than two (2) faculty members shall be granted such leave in any one (1) school quarter.
- D. Faculty members desiring a full year's sabbatical leave must make application at least three (3) months prior to the close of the preceding academic year. Requests for less than a full year must be submitted at least three (3) months prior to the beginning of the leave requested. Special consideration may be given for unusual circumstances that prevent application before deadline date.
- E. If more faculty members apply for a sabbatical leave than there are leaves available, the leave shall be awarded to the faculty members with the longest period of continuous service to the College without a sabbatical leave. This section shall not prohibit the College from assigning the work of a faculty member who has been granted a sabbatical leave to a part-time employee for the duration of the sabbatical leave.

4.5

OTHER UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year shall be granted to any faculty member, upon application, for the purpose of participating in exchange teaching programs; engaging in study at an accredited college or university; working in professionally related subject areas; serving in any branch of the armed forces of the United States; serving as an officer of the Michigan Education Association or National Education Association; or campaigning for, or serving in a public office. Upon request and a showing of special circumstances, such leave may be granted for up to two (2) years.
- B. Such leave may be extended for an additional one (1) year, upon written application of the faculty member and the approval of the College, provided, however, that no leave granted under subsections A and B of this section shall exceed two (2) years in duration.

4.6

GENERAL PROVISIONS

- A. Faculty members on approved leaves of absence shall retain all credits toward sick and emergency leave, seniority, and salary increments accrued prior to the beginning of the leave. No such credit shall accrue during any such leave.

- B. Faculty members returning from a leave of absence shall return to the position they left. If the position is no longer in existence, they shall have first choice of available positions for which they are qualified.
- C. Faculty members on leave for one quarter or more shall notify the Office of the Vice President for Academics in writing not less than forty-five (45) days prior to the expiration of such leave whether they will return to employment or terminate. The College will notify the Association of such cases. Faculty members not conforming to this requirement may have their employment terminated.
- D. Faculty members returning from any leave granted under this provision shall return to work only at the beginning of one of the academic year quarters.
- E. Seniority and salary credits shall not accumulate unless two or more quarters are taught in a school year. All other accumulated seniority rights shall be retained.

SECTION V. COMPENSATION AND BENEFITS

5.1 INSURANCE PROTECTION

- A. The College shall provide without cost to the faculty member health insurance coverage for a full twelve-month period, for the faculty member and his/her entire family in accordance with the following conditions:
 - 1. Coverage shall be equivalent to MESSA Super Med 2. The parties will agree on the specifications to be contained in the initial program prior to implementation. If there are conflicts between the insurance plan and this contract, the contract will control. Changes may not be made without agreement of the Association.
 - 2. Coverage maximums for medical weight loss, out patient allergy, mandibular ortho appliance, will be maintained at the level provided by MESSA Super Med 2.
 - 3. Confidentiality of claims information will be guaranteed. The Plan Administrative Services Agent will not release information to the College which would allow the College to identify the faculty member and/or his/her dependents with the type of service rendered.
 - 4. Disputes regarding payment of claim shall be resolved by a mutually developed claims appeal procedure which shall end using the expedited arbitration procedure of the American

Arbitration Association.

5. Payment of claims shall be paid at the 90th percentile of HIAA reasonable and customary tables to be updated quarterly.
6. The existing MESSA Super Care 1 program shall continue until June 30, 1989 provided agreement has been reached under 5.1.a.1.
7. Should the College choose to drop the program agreed to in 5.1.a.1 above all Faculty shall be immediately covered by MESSA Super Care 1 at no cost to the Faculty.
8. Individual faculty members may select MESSA Super Care 1 by paying any cost in excess of the College self-funded program. The cost of the College program shall be determined on the plan anniversary date and shall be the aggregate factors for single and family established by the stop-loss carrier. Faculty choosing this option shall authorize payroll deduction for required payments.
9. Health insurance during layoff will be provided by the College at no cost to the faculty member according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>MONTHS COVERAGE</u>
1 - 3	3
4 - 6	6
7 - 9	9
10 OR MORE	12

10. Faculty health insurance coverage shall be effective on the first day of work and shall be effective until the last day of the month in which the faculty member terminates employment or is no longer eligible for benefits in accordance with the Master Agreement.
 11. In the event a faculty member incurs medical expenses for which a 3rd party may be liable, the faculty member shall subrogate his/her right to recover the expenses from the 3rd party. Upon subrogation of the right to recover, medical expenses incurred by the faculty member shall be paid.
- B. Each faculty member not electing insurance coverage through the College shall have sixty dollars (\$60.00) per month for the 1988-89 contract year, seventy dollars (\$70.00) per month for the 1989-90 contract year and eighty dollars (\$80.00) per month for the 1990-91 and 1991-92 contract years applied toward a tax deferred annuity of her/his choice.

- C. Faculty granted an unpaid leave of absence under Sections 4.3 and 4.5 shall receive insurance coverage in accordance with Section 5.1 for the rest of the month in which the leave is granted. No insurance coverage shall be provided during said unpaid leave of absence. Individuals may maintain such coverage at the group rate to the extent allowable by the carrier.
- D. In the event that a faculty member, absent because of illness or injury, has exhausted all of his/her sick leave accrual, insurance coverage for all Section 5.1 coverages shall continue throughout the balance of his/her initial leave up to a maximum period of twelve (12) months. The twelve (12) month continuation of coverage shall commence upon exhaustion of sick leave or commencement of LTD, whichever is the earlier.
- E. Life insurance coverage shall be in the amount of five (5) times a faculty member's current annual academic year salary as listed in the Salary Schedule (Section 5.3.A, Appendix D). Faculty members not electing full life insurance coverage through the College shall have as an option the rate difference deposited in a tax deferred annuity.
- F. Dental Insurance: The College shall provide members of the bargaining unit with full family MESSA Delta Dental E-007 with COB.
- G. Effective on September 1, 1985, the College shall provide, without cost to the faculty member, the MESSA Vision Service Plan 3, including internal and external coordination of benefits, for the faculty member's entire family and any other eligible dependents as defined by MESSA.

5.2

DISABILITY INSURANCE

- A. The College shall provide without cost to the Faculty the following long term disability insurance coverage:
 - 1. Thirty (30) calendar day waiting period. Two-thirds (66-2/3%) of base pay to a maximum of \$5,000 per month. Benefits payable to age 70 in accordance with Federal Government rules on age discrimination.
 - 2. Benefits shall include coverage for complications resulting from pregnancy and for normal delivery.
 - 3. Restrictions regarding payment of benefits for treatment of mental or functional nervous disorders, alcoholism and drug addiction shall be removed from the existing plan as outlined in Item No. 8 under exclusions to Policy #26444.

4. Social Security Freeze.
 5. COLA Improvement to a maximum of 3% per year.
- B. The College reserves the right to select the insurance carrier for this benefit.

5.3

PROFESSIONAL COMPENSATION

- A. The salary schedules for the 1988-89, 1989-90, 1990-91, and 1991-92 academic years are attached hereto as Appendices D-1, D-2, D-3, and D-4.
1. All faculty members shall be placed on the salary schedule with full credit for all teaching experience at the College.
 2. The College may grant up to five (5) years credit for comparable work and/or teaching experience in determining initial placement on the salary schedule for new employees.
 3. Faculty qualifying for horizontal movement on the salary schedule must submit to the Vice President for Academics proof of completion of the necessary requirement. Faculty shall be placed on the appropriate step at the next payroll following submission of the proof.
 4. The MA+15 salary schedule will not apply for any faculty member who becomes employed by the College on or after June 1, 1989. The MA+15 salary schedule shall remain in effect for all members of the Faculty who are employed by the College before June 1, 1989. The PHD salary schedule shall become effective for the year 1988-89. The following provisions shall apply to the MA+15 and the MA+30 schedule:
 - a. Courses taken must be for graduate credit earned after admission to graduate school.
 - b. A grade of B or better must have been earned in the course or a P when a Pass/Fail system.
 - c. Courses taken must be relevant to the College program or be a part of a relevant graduate program.
 - d. Faculty members shall complete a form in the Vice President for Academics office to secure proper credit for courses taken. Courses taken or programs begun prior to the effective date of this Agreement,

or the date of hire, whichever is later, which meet the requirements of a, b, and c above, shall not be disqualified solely because of this section.

5. Salary schedules shall be effective on the first day of the fall term designated in the College calendars attached as Appendices A-1, A-2, A-3, and A-4.
- B. Faculty teaching overloads shall be paid at the rate of \$275.00 per contact hour per quarter for voluntary overloads and \$350.00 for involuntary overloads for the year 1988-89. Said rate shall be increased by \$10.00 per contact hour each year of the contract.
- C. Those who volunteer to teach summer session shall be paid at the overload rate for that year. Summer session salaries for those instructors assigned to teach in the summer under section 2.4.A. shall be pro-rated at 1/3 (or fraction thereof for less than a full load) of the third step of an instructor's academic year salary placement (BA/MA/MA+15/MA+30/PHD). Librarians and counselors working beyond the academic year shall also be paid at the 3rd step of her/his academic year salary placement.
- D.
 1. Pay for any project will be at the rate of twenty-five dollars (\$25.00) per hour. Before commencing any project, the instructor and the Dean of the appropriate division shall discuss the hours necessary to complete the project. After discussion and upon agreement between the instructor and the Dean, the Dean shall submit the agreement to the Vice President for Academics for his approval. Upon approval of the Vice President for Academics, the instructor may commence the project.
 2. Payment for sponsorship of approved clubs and/or organizations shall be at the rate of \$200.00 per quarter for an approved club or organization plus customary expenses including professional membership and meeting expenses.
- E. Upon appropriate written authorization from the faculty member, the College shall deduct from the salary of any faculty member and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Association and the College.
- F. On payday, Faculty shall pick up their paychecks at the Business Office. If a faculty member is not in school on payday, his/her paycheck shall be mailed on that day to his/her home address.

5.4

PENSION AND RETIREMENT PLAN

- A. The College shall provide a Retirement Plan subject to the approval of the Association equal to or better than that contained in the Massachusetts Mutual Life Insurance Company Master Flex Invest Money Purchase Pension Plan, Internal Revenue Service Serial No. C7709440, as outlined in the Adoption Agreement for Baker Junior College as adopted on September 9, 1979, and as amended by the settlement agreement dated September, 1984, copies of which are made a part of this contract and are available for inspection in the Business Office of the College.
- B. Contribution: The College shall pay into the plan seven percent (7%) of the salaries to which each faculty member is entitled under the Salary Schedule provided for in the Appendices to this Agreement pursuant to Section 5.3.A covering annual salaries; Section 5.3.C covering summer salaries for those faculty members teaching a full work load and Section 4.4.A covering sabbatical salaries. Beginning September 1, 1989, the amount the College shall pay into the plan shall be increased to eight percent (8%). Beginning September 1, 1990, the amount the College shall pay into the plan shall be increased to nine percent (9%). Beginning September 1, 1991, the amount the college shall pay into the plan shall be increased to ten percent (10%).
- C. No changes may be made in this plan without the consent of the Association.

5.5

TUITION REIMBURSEMENT

Beginning September 1, 1985-86, the College will establish an annual pool of \$5,000 to be used toward tuition reimbursement for bargaining unit members.

Tuition costs will be reimbursed at an annual maximum of one hundred dollars (\$100.00) per graduate credit hour for up to nine (9) hours per year.

If the aggregate amount to be reimbursed exceeds \$5,000 in any one year, the amount per credit hour shall be prorated according to the total number of hours eligible for reimbursement.

To be eligible for reimbursement, hours must be for graduate credit in courses/programs which are relevant to assignments in the College subject to prior approval of the Vice President for Academics.

The faculty member must agree to remain at the College for one (1) year following. The reimbursement amount for the year must be

repaid if the faculty member leaves the College prior to fulfilling this commitment. Reimbursement payments will be made annually at the end of the academic year on June 1st and will recognize only courses completed within the immediate prior twelve months. Payments shall begin on June 1, 1986.

SECTION VI. OTHER

6.1 Copies of this Agreement titled "Professional Agreement between Baker College and the Baker College Education Association, MEA-NEA", shall be printed within thirty (30) days after the Agreement is signed and presented to all faculty members now employed. The College shall furnish a copy of the Master Agreement to all faculty members hereafter employed at the time of initial employment.

6.2 All policies adopted by the College shall be distributed to all faculty members within thirty (30) days of the commencement of this contract or upon employment. Policy revisions shall be posted on the Faculty lounge bulletin board with a copy given to the Association President within seven (7) days of their adoption.

6.3 STRIKES AND LOCKOUTS

A. The Association agrees it will not investigate, aid, or condone work stoppages, strikes, shutdowns, or other interruptions of work at or against the College during the term of this Agreement.

B. It is further agreed that no faculty member shall engage in a work stoppage, strike or other form of work interruption at or against the College during the term of this Agreement.

C. The College agrees that there shall be no lockouts during the term of this Agreement.

SECTION VII. DURATION OF AGREEMENT

- A. This agreement shall be effective as of September 1, 1988 and shall continue in effect until the 31st day of August, 1992. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BAKER COLLEGE
EDUCATION ASSOCIATION

By Camela R. Simon
President

By Rose T. [unclear]
Secretary

By Richard Doebler

By Deloris L. Muldrew

By Janet Henderson

BAKER COLLEGE
OF FLINT

By E. Kurt
President

By F. James
Secretary

BAKER COLLEGE
OF OWOSSO

By Lamorne [unclear]
President

By F. James
Secretary

APPENDIX A-1
Calendar -- 1988-89

FALL - 1988

Orientation & Registration (New Students)	September 21 (Wednesday)
Staff Meeting	September 23 (Friday)
Classes Start	September 26 (Monday)
Thanksgiving Break	November 24 & 25 (Thurs. & Fri.)
Winter Quarter Registration (Returning Students) & Graduation Registration	November 28 - December 1
Final Exams (Evening Classes)	November 28 - December 1
Final Exams (Day Classes)	December 5 & 6 (Monday & Tuesday)
Quarter Ends	December 7 (Wednesday)

WINTER - 1989

Orientation & Registration (New Students)	January 4 (Wednesday)
Staff Meeting	January 6 (Friday)
Classes Start	January 9 (Monday)
Spring Quarter Registration (Returning Students) & Graduation Registration	March 6 - 9
Final Exams (Evening Classes)	March 13 - 16
Final Exams (Day Classes)	March 16 & 17 (Thursday & Friday)
Quarter Ends	March 18 (Saturday)

SPRING - 1989

Orientation & Registration (New Students)	March 29 (Wednesday)
Staff Meeting	March 31 (Friday)
Classes Start	April 3 (Monday)
Memorial Day--School Closed	May 29 (Monday)
Graduation--Owosso	June 8 (Thursday)
Graduation--Flint	June 11 (Sunday)
Summer Quarter Registration (Returning Students) & Graduation Registration	June 5 - 8
Final Exams (Evening Classes)	June 5 - 8
Final Exams (Day Classes)	June 8 & 9 (Thursday & Friday)
Quarter Ends	June 10 (Saturday)

SUMMER - 1989

Orientation & Registration (New Students)	June 19 (Monday)
Evening Classes Start	June 22 (Thursday)
Day Classes Start	June 26 (Monday)
Independence Day--School Closed	July 3 & 4 (Monday & Tuesday)
Fall Quarter Registration (Returning Students)	July 17 - 20
Final Exams (Evening Classes)	August 17, 22, 23 (Thurs., Tues., & Wednesday)
Final Exams (Day Classes)	August 16, 17, 18, 21, & 22
Quarter Ends	August 23

APPENDIX A-2
Calendar 1989-90

FALL - 1989

Orientation & Registration (New Students)	September 20 (Wednesday)
Staff Meeting	September 22 (Friday)
Classes Start	September 25 (Monday)
Thanksgiving Break	November 23 & 24 (Thurs. & Fri.)
Winter Quarter Registration (Returning Students) & Graduation Registration	November 27 - 30
Final Exams (Evening Classes)	November 27 - 30
Final Exams (Day Classes)	December 4 & 5 (Monday & Tuesday)
Quarter Ends	December 6 (Wednesday)

WINTER - 1990

Orientation & Registration (New Students)	January 3 (Wednesday)
Staff Meeting	January 5 (Friday)
Classes Start	January 8 (Monday)
Spring Quarter Registration (Returning Students) & Graduation Registration	March 5 - 8
Final Exams (Evening Classes)	March 12 - 15
Final Exams (Day Classes)	March 15 & 16 (Thursday & Friday)
Quarter Ends	March 17 (Saturday)

SPRING - 1990

Orientation & Registration (New Students)	March 28 (Wednesday)
Staff Meeting	March 30 (Friday)
Classes Start	April 2 (Monday)
Good Friday--School Closed at Noon	April 13 (Friday)
Memorial Day--School Closed	May 28 (Monday)
Graduation--Owosso	June 7 (Thursday)
Graduation--Flint	June 10 (Sunday)
Summer Quarter Registration (Returning Students) & Graduation Registration	June 4 - 7
Final Exams (Evening Classes)	June 4 - 7
Final Exams (Day Classes)	June 7 & 8 (Thursday & Friday)
Quarter Ends	June 9 (Saturday)

SUMMER - 1990

Orientation & Registration (New Students)	June 18 (Monday)
Evening Classes Start	June 21 (Thursday)
Day Classes Start	June 25 (Monday)
Independence Day--School Closed	July 4 (Wednesday)
Fall Quarter Registration (Returning Students)	July 16 - 19
Final Exams (Evening Classes)	August 16, 20, 21 (Thurs., Mon. & Tuesday)
Final Exams (Day Classes)	August 13, 14, 16, 17 & 22
Quarter Ends	August 23

APPENDIX A-3
Calendar 1990-91

FALL - 1990

Orientation & Registration (New Students)	September 19 (Wednesday)
Staff Meeting	September 21 (Friday)
Classes Start	September 24 (Monday)
Thanksgiving Break	November 22 & 23 (Thurs. & Fri.)
Winter Quarter Registration (Returning Students) & Graduation Registration	November 26 - 29
Final Exams (Evening Classes)	November 26 - 29
Final Exams (Day Classes)	December 3 & 4 (Monday & Tuesday)
Quarter Ends	December 5 (Wednesday)

WINTER - 1991

Orientation & Registration (New Students)	January 2 (Wednesday)
Staff Meeting	January 4 (Friday)
Classes Start	January 7 (Monday)
Spring Quarter Registration (Returning Students) & Graduation Registration	March 4 - 7
Final Exams (Evening Classes)	March 11 - 14
Final Exams (Day Classes)	March 14 & 15 (Thursday & Friday)
Quarter Ends	March 16 (Saturday)

SPRING - 1991

Orientation & Registration (New Students)	March 27 (Wednesday)
Staff Meeting	March 29 (Friday)
Classes Start	April 1 (Monday)
Memorial Day--School Closed	May 27 (Monday)
Graduation--Owosso	June 6 (Thursday)
Graduation--Flint	June 9 (Sunday)
Summer Quarter Registration (Returning Students) & Graduation Registration	June 3 - 6
Final Exams (Evening Classes)	June 3 - 6
Final Exams (Day Classes)	June 6 & 7 (Thursday & Friday)
Quarter Ends	June 8 (Saturday)

SUMMER - 1991

Orientation & Registration (New Students)	June 17 (Monday)
Classes Start	June 24 (Monday)
Independence Day--School Closed	July 4 & 5 (Thursday & Friday)
Fall Quarter Registration (Returning Students)	July 15 - 18
Final Exams (Evening Classes)	August 19, 20, 21 (Monday - Wed.)
Final Exams (Day Classes)	August 12, 13, 14, 22, & 23 (Mon. thru Friday)
Quarter Ends	August 24

APPENDIX A-4
Calendar 1991-92

FALL - 1991

Orientation & Registration (New Students)	September 18 (Wednesday)
Staff Meeting	September 20 (Friday)
Classes Start	September 23 (Monday)
Thanksgiving Break	November 28 & 29 (Thurs. & Fri.)
Winter Quarter Registration (Returning Students) & Graduation Registration	November 18 - 21
Final Exams (Evening Classes)	November 21, 25, 26, 27 (Thurs., Mon., Tues., & Wed.)
Final Exams (Day Classes)	December 2 & 3 (Monday & Tuesday)
Quarter Ends	December 4 (Wednesday)

WINTER - 1992

Orientation & Registration (New Students)	January 2 (Thursday)
Staff Meeting	January 3 (Friday)
Classes Start	January 6 (Monday)
Spring Quarter Registration (Returning Students) & Graduation Registration	March 2 - 5
Final Exams (Evening Classes)	March 9 - 12
Final Exams (Day Classes)	March 12 & 13
Quarter Ends	March 14

SPRING - 1992

Orientation & Registration (New Students)	March 25 (Wednesday)
Staff Meeting	March 27 (Friday)
Classes Start	March 30 (Monday)
Good Friday--School Closed at Noon	April 17 (Friday)
Memorial Day--School Closed	May 25 (Monday)
Graduation--Owosso	June 4 (Thursday)
Graduation--Flint	June 7 (Sunday)
Summer Quarter Registration (Returning Students) & Graduation Registration	June 1 - 4
Final Exams (Evening Classes)	June 1 - 4
Final Exams (Day Classes)	June 4 & 5
Quarter Ends	June 6

SUMMER - 1992

Orientation & Registration (New Students)	June 15 (Monday)
Classes Start	June 22 (Monday)
Independence Day--School Closed	July 3 (Friday)
Fall Quarter Registration (Returning Students)	July 20 - 23
Final Exams (Evening Classes)	August 17 - 19 (Monday - Wed.)
Final Exams (Day Classes)	August 10 - 14 (Monday - Friday)
Quarter Ends	August 20

APPENDIX B

Grievance # _____ Baker College Distribution of Form
1. Vice President for Academics
2. College President
3. Association
4. Grievant

Submitted to Vice President for Academics _____

S T E P I

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

2. Relief Sought _____

Signature of Grievant Signature for the Association Date

C. Disposition by Vice President for Academics _____

Signature of Date
Vice President for Academics

D. Position of Grievant and/or Association _____

Signature of Grievant Signature for the Association Date

S T E P II

A. Date Received by College President _____

B. Disposition of College President _____

Signature Date

C. Position of Grievant and/or Association _____

Signature of Grievant Signature for the Association Date

S T E P III

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator Date of Decision

If additional space is needed in reporting Sections B-1 & 2 of Step I, attach an additional sheet

STUDENT EVALUATION OF INSTRUCTOR

• SAMPLE: (Space is filled completely.)

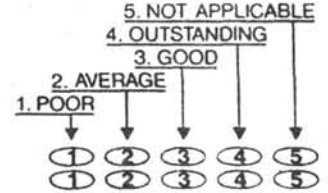
FACULTY NAME: _____ CLASS: _____

DATE: ___/___/___ CAMPUS: _____ HOUR: _____

INSTRUCTIONS:

Please take this evaluation seriously. Your fair and honest opinion is what really counts. It is a part of your instructor's evaluation and will become a part of his/her file.

How would you rate the instructor in each of the following areas. Mark Not Applicable if the question does not apply.



ORGANIZATION OF THE COURSE

- A. The instructor is adequately prepared and organized for class.
B. The instructor uses class time well.

Rating scale for items A and B: 1 2 3 4 5

COMMUNICATION

- C. The instructor indicates the importance of the subject matter.
D. The instructor explains material clearly.
E. The instructor encourages participation from the class.
F. The instructor answers questions from the class clearly.

Rating scale for items C, D, E, and F: 1 2 3 4 5

ASSIGNMENTS

- G. The instructor clearly explains what is required for each assignment.

Rating scale for item G: 1 2 3 4 5

ATTITUDE TOWARD STUDENTS

- H. The instructor treats students with respect.

Rating scale for item H: 1 2 3 4 5

METHOD OF GRADING & EVALUATION

- I. The instructor provides information on the student's progress when requested.
J. The instructor is prompt in returning graded work.
K. The instructor's grading system is fair in evaluating the student's work.

Rating scale for items I, J, and K: 1 2 3 4 5

MOTIVATION

- L. The instructor encourages students to do their best work.

Rating scale for item L: 1 2 3 4 5

HELP TO STUDENTS

- M. The instructor provides individual assistance when requested.

Rating scale for item M: 1 2 3 4 5

PROFESSIONALISM

- N. The instructor presents a professional image.

Rating scale for item N: 1 2 3 4 5

CLASSROOM ATMOSPHERE

- O. The instructor establishes an atmosphere that encourages and promotes learning.
P. What has the instructor done especially well?

Rating scale for item O: 1 2 3 4 5

Blank lines for item P response.

- Q. Is there something you believe the instructor may have done better?

Blank lines for item Q response.

APPENDIX C-2
Instructor Evaluation

Name of Instructor _____ Date of Evaluation Conference _____

Date of Classroom Observation _____ Class Observed _____

1. Poor 2. Average 3. Good 4. Outstanding NA. Not Applicable

CRITERIA FOR CLASSROOM ACTIVITIES

	Instructor Self Evaluation	Summary of Student Evaluation	Supervisor Evaluation
<u>Organization of the Course</u>			
A. The instructor is adequately prepared and organized for class	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
B. The instructor uses class time well	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
<u>Communication</u>			
C. The instructor indicates the importance of the subject matter	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
D. The instructor explains material clearly	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
E. The instructor encourages participation from the class	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
F. The instructor answers questions from the class clearly	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
<u>Assignments</u>			
G. The instructor clearly explains what is required for each assignment	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
<u>Attitude Toward Students</u>			
H. The instructor treats students with respect	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
<u>Method of Grading and Evaluation</u>			
I. The instructor provides information on the student's progress when requested	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA

	Instructor Self Evaluation	Summary of Student Evaluation	Supervisor Evaluation
J. The instructor is prompt in returning graded work	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
K. The instructor's grading system is fair in evaluating the student's work	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA

Motivation

L. The instructor encourages students to do their best work	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
---	------------	---------------------	------------

Help to Students

M. The instructor provides individual assistance when requested	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
---	------------	---------------------	------------

Professionalism

N. The instructor presents a professional image	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
---	------------	---------------------	------------

Classroom Atmosphere

O. The instructor establishes an atmosphere that encourages and promotes learning	1 2 3 4 NA	1 2 3 4 NA -----	1 2 3 4 NA
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Comments on Classroom Activities

P. What has the instructor done especially well?

1. Instructor self evaluation
2. Summary of student evaluation
3. Supervisor evaluation

Q. Is there something you believe the instructor may have done better?

1. Instructor self evaluation
2. Summary of student evaluation
3. Supervisor evaluation

	<u>Instructor Self Evaluation</u>	<u>Supervisor Evaluation</u>
<u>Professional Qualifications and Responsibilities</u>		
A. The instructor has the current academic background to teach assigned courses	1 2 3 4 NA	1 2 3 4 NA
B. The instructor has the experiential background to teach assigned courses	1 2 3 4 NA	1 2 3 4 NA
C. The instructor participates in professional organizations	1 2 3 4 NA	1 2 3 4 NA
D. The instructor participates in professional development activities	1 2 3 4 NA	1 2 3 4 NA
E. The instructor meets college deadlines	1 2 3 4 NA	1 2 3 4 NA
<u>Personal Qualifications</u>		
F. The instructor shows care in personal appearance	1 2 3 4 NA	1 2 3 4 NA
G. The instructor demonstrates poise and self-confidence	1 2 3 4 NA	1 2 3 4 NA
H. The instructor maintains effective relationships with other staff members	1 2 3 4 NA	1 2 3 4 NA
I. The instructor shows initiative in and out of the classroom	1 2 3 4 NA	1 2 3 4 NA
J. The instructor shows dependability in and out of the classroom	1 2 3 4 NA	1 2 3 4 NA
<u>Service to the College</u>		
K. The instructor accepts academic responsibility outside the classroom	1 2 3 4 NA	1 2 3 4 NA
L. The instructor participates in college functions	1 2 3 4 NA	1 2 3 4 NA
<u>Comments on Service to the College and Professional Growth</u>		
M. What has the instructor done especially well?		
1. Instructor self evaluation		
2. Supervisor evaluation		
N. Is there something you believe the instructor may have done better?		
1. Instructor self evaluation		
2. Supervisor evaluation		

BAKER COLLEGE
Instructor Action Plan

Name of Instructor _____

Date of Evaluation Conference _____

1. The previous goal statements and objectives below were set on _____

2. Progress toward goals
 - A. Instructor self evaluation

 - B. Supervisor evaluation

3. New goal statement and objectives

4. In what ways can the supervisor assist in meeting the objectives set?

BAKER COLLEGE
Focused Evaluation

As a follow-up to the attached evaluation and/or action plan a focused evaluation will be scheduled during _____ to measure progress made in the following areas:

Supervisor Signature

Instructor Signature

Date

Results of focused evaluation:

APPENDIX C-3
BAKER COLLEGE
Non-Instructor Evaluation

Name _____ Date _____

Position _____

Date of Employment _____

- A. DEPENDABILITY: Ability to carry out tasks to completion to meet job goals.
- ___ Excellent ___ Very Good ___ Good ___ Average
___ Problem Area ___ Severe Problem Area ___ Not Applicable
- B. ADAPTABILITY: Ability to adjust to changes in job assignment, methods, personnel, or surroundings.
- ___ Excellent ___ Very Good ___ Good ___ Average
___ Problem Area ___ Severe Problem Area ___ Not Applicable
- C. ATTENDANCE: Reasonable number of absences, times arriving late, length of lunch periods, and number and length of breaks.
- ___ Excellent ___ Very Good ___ Good ___ Average
___ Problem Area ___ Severe Problem Area ___ Not Applicable
- D. COOPERATION WITH SUPERVISOR: Willingness to take supervision.
- ___ Excellent ___ Very Good ___ Good ___ Average
___ Problem Area ___ Severe Problem Area ___ Not Applicable
- E. COOPERATION WITH CO-WORKERS: Ability to get along with co-workers.
- ___ Excellent ___ Very Good ___ Good ___ Average
___ Problem Area ___ Severe Problem Area ___ Not Applicable
- F. QUANTITY OF WORK: Ability to meet or surpass established goals, and use of time during normal workday to best advantage.
- ___ Excellent ___ Very Good ___ Good ___ Average
___ Problem Area ___ Severe Problem Area ___ Not Applicable
- G. QUALITY OF WORK: Work shows accuracy, attention to detail and neatness, orderliness of work place.
- ___ Excellent ___ Very Good ___ Good ___ Average
___ Problem Area ___ Severe Problem Area ___ Not Applicable
- H. JOB KNOWLEDGE: Degree of familiarity with job procedures and responsibilities essential to the position.
- ___ Excellent ___ Very Good ___ Good ___ Average
___ Problem Area ___ Severe Problem Area ___ Not Applicable

I. REASONING: Ability to use good judgement to arrive at sound conclusions and the ability to take timely action.

Excellent Very Good Good Average
 Problem Area Severe Problem Area Not Applicable

J. PERSONAL QUALIFICATIONS: Consider qualities of employee: personal appearance, poise, conduct, emotional stability, and self-confidence.

Excellent Very Good Good Average
 Problem Area Severe Problem Area Not Applicable

K. PERSONAL INITIATIVE: Consider the extent to which the employee looks for work once work is done, is able to establish objectives without supervision.

Excellent Very Good Good Average
 Problem Area Severe Problem Area Not Applicable

L. PROFESSIONAL DEVELOPMENT: Involvement in professional organizations; publication in areas of expertise; participation in conferences, workshops, and seminars; maintains awareness of changes in field through reading professional journals and formal course work.

Excellent Very Good Good Average
 Problem Area Severe Problem Area Not Applicable

M. STUDENT RELATIONSHIPS: Communicates effectively, displays evidence of respect for students, informs students of correct behavior, provides for individual differences.

Excellent Very Good Good Average
 Problem Area Severe Problem Area Not Applicable

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

EMPLOYEE _____

DATE _____

SUPERVISOR _____

DATE _____

APPENDIX C-4
BAKER COLLEGE
EVALUATION ACKNOWLEDGEMENT

Supervisor Summary Comments

Instructor Summary Comments

(FORM A) Instructor Evaluation Form (for full evaluations)

Supervisor Signature Instructor Signature Date

(FORM B) Instructor Action Plan Form (for full and partial evaluations)

Supervisor Signature Instructor Signature Date

(FORM C) Focused Evaluation Results (for focused evaluations)

Supervisor Signature Instructor Signaute Date

APPENDICES D-1 AND D-2

1988-89 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
1	17409	19151	20302	21520	22596
2	18279	20300	21520	22811	23952
3	19193	21518	22811	24180	25389
4	20153	22809	24180	25630	26912
5	21160	24177	25631	27168	28527
6	22219	25628	27168	28798	30238
7	23329	27165	28799	30526	32052
8	24496	28796	30526	32358	33976
9	25720	30523	32358	34299	36014
10	27007	32354	34300	36357	38175
11	28357	34296	36358	38538	40465

1989-90

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
1	18105	19917	21114	22381	23500
2	19010	21112	22381	23723	24910
3	19961	22379	23724	25147	26405
4	20959	23721	25147	26655	27988
5	22007	25144	26656	28255	29668
6	23108	26653	28255	29950	31448
7	24262	28252	29950	31747	33334
8	25476	29948	31748	33652	35335
9	26749	31744	33652	35671	37455
10	28087	33649	35672	37811	39702
11	29491	35668	37812	40080	42084

APPENDICES D-3 AND D-4

1990-91

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
1	18829	20714	21959	23276	24440
2	19771	21956	23276	24672	25906
3	20759	23274	24673	26153	27461
4	21797	24670	26153	27722	29108
5	22887	26150	27722	29385	30855
6	24032	27719	29385	31148	32706
7	25233	29382	31149	33017	34668
8	26495	31146	33017	34998	36748
9	27819	33014	34998	37098	38953
10	29210	34995	37098	39324	41290
11	30671	37094	39324	41683	43767

1991-92

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
1	19771	21750	23057	24440	25662
2	20759	23054	24440	25906	27201
3	21797	24438	25906	27460	28834
4	22887	25903	27461	29108	30563
5	24031	27458	29108	30854	32398
6	25234	29105	30855	32706	34341
7	26494	30851	32706	34668	36401
8	27820	32703	34668	36748	38585
9	29210	34665	36748	38953	40901
10	30671	36744	38953	41290	43355
11	32205	38949	41290	43767	45956

APPENDIX E

PROGRAM DIRECTOR'S JOB DESCRIPTION

The Program Directors for each campus report directly to the appropriate divisional Association Dean or Dean on that campus.

Program Directors are directly responsible for Lab Assistants and workstudy personnel assigned to them. The Program Director shall be assigned up to 16 hours on a quarterly schedule for teaching duties.

I. PLANNING AND ORGANIZING

- A. Provide input to aid in coordinating curriculum changes within the system.
 - 1. Provide input for necessary curriculum changes, new programs, textbook changes, etc., in their programs.
 - 2. Evaluate curriculum suggestions made by divisional faculty and advisory boards.
 - 3. Provide copies of all current syllabi and PO's in the programs to the immediate supervisor as described in the Faculty Handbook.
 - 4. Provide input to update program check sheets and rotation schedules to reflect curriculum changes.
 - 5. Aid in coordinating the implementation of curriculum changes in the respective program including:
 - a. Equipment
 - b. Texts
 - c. Reference materials
 - d. Audio-visual materials
- B. Recommend course assignments for scheduling faculty.
- C. Aid in managing the budget by:
 - 1. Gather input from full and part-time faculty in the program.
 - 2. Providing input for preparation of budget as it affects the appropriate program.
- D. Assist Program Dean in planning and conducting Program Advisory Board meetings.
- E. Assist Program Dean in planning and conducting meetings for instructors teaching in their programs.

II. DIRECTING AND STAFFING

- A. Interview Faculty and other divisional employee candidates as directed by the immediate supervisor.
- B. Assist Program Dean in the selection of full and part-time Faculty and other divisional employees by making recommendations when requested.
- C. Assist Program Dean in developing and implementing orientations for Faculty for the respective program following the appropriate procedure.
- D. Maintain ongoing communication with Faculty within their programs.
- E. Aid in Implementing Staff Development.
 - 1. Provide inservice recommendations to the immediate supervisor.
 - 2. Encourage program Faculty development, such as professional memberships and participation in workshops, conventions, conferences, meetings, etc.
 - 3. Assist program instructors in writing PO's, course outlines, and syllabi.
 - 4. Act as resource person for Faculty in the respective program.
- F. Coordinating program with other Divisional Employees as assigned.
- G. Teach up to 16 quarter hours per quarter and perform all teaching duties as described in the Faculty Handbook and/or stipulated by contract.
- H. Assist Program Dean in direction and/or implementation of special projects.

III. EVALUATION AND CONTROL

- A. Assist in Evaluating and/or Monitoring Program Curriculum.
 - 1. Courses
 - a. Review course curriculum materials periodically and evaluate them for the necessity of revision or deletion.
 - b. Make recommendations to the immediate supervisor regarding:
 - 1) Class size
 - 2) Course offerings
 - 3) Class scheduling
 - 4) Lab scheduling

2. Programs
 - a. Review all program textbooks, equipment, and materials periodically and evaluate them for necessity of revision or deletion.
 - b. Review results from program evaluations (exit interviews), share results with divisional Faculty, and react when necessary.
 3. Edit catalog appropriately as assigned
- B. Consult with Cooperative Education and Externship Officer in the development of externships and cooperative work experience programs.

