

8/91

AGREEMENT

Between The
Board Of Trustees Of The St. Clair County Community College
Of The County Of St. Clair
And The
St. Clair County Community College District
Of The
Michigan Association For Higher Education

1988 - 1991

St. Clair County Community College



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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**St. Clair County Community College
Port Huron, Michigan
1988**



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LEGAL PREAMBLE

This Agreement is made this 6th day of August, 1988, by and between the Board of Trustees of St. Clair County Community College, hereinafter called the Board, and the St. Clair County Community College District of the Michigan Association for Higher Education, hereinafter called the Association.

Witnesseth:

Whereas, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the College professional personnel, excluding the President and other administrators as defined by the Administrative Career Plan as adopted by the Board May 21, 1970, as amended, providing that the bargaining unit shall not be diminished by such amendment, with respect to hours, wages and terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive negotiation representative for all college professional personnel on a full-time or adjunct basis, on leave, on a per diem basis, employed by the Board, excluding the President, and other administrators as defined by the College Career Plan*, as amended, providing that the bargaining unit shall not be diminished by such amendment, all of which collectively are designated as the bargaining unit. The term "Faculty", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the bargaining unit as above defined and references to instructors shall include both male and female instructors. The terms "Professor" or "Instructor" shall apply to all members of the bargaining unit, which includes teaching technicians, paraprofessional instructors, instructors, Learning Resources Center faculty, and counselors.
- B. The Board agrees not to negotiate with a faculty organization other than the Association for the duration of this Agreement.

*The Administrative Career Plan was changed to College Career Plan on November 14, 1974.

ARTICLE II

Association and Faculty Rights

- A. The Association on behalf of the faculty of the College, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by Act 379 of Public Acts of 1965.
- B. The Association shall be supplied with reports or information prepared by the College for public distribution. This shall not preclude distribution of reports or information to the Association prior to public distribution where the Association may have special concern. The Association shall pay the College for any expense involved in the preparation of information solely for Association use.
- C. Machine or machines to be used in preparation of Association materials will be designated by the College Business Office for use without charge.
- D. The Association may use the buildings of the College for meetings and to transact Association business without charge, provided that there is no additional cost to the College. Additional costs will be absorbed by the Association with arrangements being made through the Business Office of the College prior to the meeting.
- E. A bulletin board in the area of mail boxes shall be designated for Association use. Use of intra-college information media and mail boxes for notices of Association business is authorized. Classroom and hallway bulletin boards may not be used for such notices. All such notices must carry a designation of the individual or group responsible for the notice.
- F. The Board and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all faculty.
 - 1. No religious or political activities of any faculty member, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member.
 - 2. The provisions of this Agreement shall be applied in a reasonable and equitable manner and without regard to race, creed, religion, color, sex, marital status, or national origin.

Article II: Association and Faculty Rights (con't)

- G. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, color, sex, or national origin, and to seek to achieve full equality of educational opportunity for all students.
- H. Consistent with Principle No. III, clause number four of the Code of Ethics of the Educational Profession, "The Association shall accord just and equitable treatment to all members of the profession and the exercise of professional rights and responsibilities, and support any unjustly accused and mistreated."
- I. No faculty member shall be removed from the bargaining unit without his/her consent by having administrative or supervisory duties added to his/her position.
- J. The Association may purchase supplies from the College through the use of requisition forms to the Business Office.
- K. The College Directory, when published, shall include a listing of Association Officers if provided to the Director of Information Services by the Association.
- L. All committees appointed by the President of the College which have faculty representatives may have, at the discretion of the Association, at least one Association-selected representative.
- M. The President and designated representatives of the Association shall have released time, up to a combined total of fifteen days, for Association business and conferences, during one college calendar year. No one individual may use more than ten days of the fifteen days allowed. The maximum number of consecutive days shall not exceed three days per individual. Local Association members serving on State Association committees shall be assigned a class schedule that will allow the member(s) to be away from the College without missing class time with students. This shall be done when the Dean has been notified by the mid-semester preceding the semester of the expected schedule change.
- N. The Board will endeavor to consult with the Association on new or modified fiscal, budgetary or tax programs, or major revision of educational policy, which is proposed or under consideration.
- O. The Association shall receive Board agendas, agenda materials, and minutes where possible, prior to all open Board meetings, and shall have, according to the By-laws of the Board, the right to address the Board regarding College business and agenda items.

Article II: Association and Faculty Rights (con't)

- P. The Association shall have the right to meet with all new faculty members during faculty orientation.
- Q. All full-time faculty members who are members of the Association or who are otherwise committed to the Association for the payment of membership dues or a service fee at the time of the ratification of this Agreement shall either pay the service fee or continue membership in the Association as a condition of employment. All full-time faculty members hired after the date of the ratification of this Agreement shall within thirty (30) days from the date of hire commit themselves to join the Association or pay a service fee to the Association as a condition of their continued employment.
1. The service fee to be paid shall be as determined by the state association. Such payment may be made by authorization of dues deduction as provided in Article IV, or by direct payment for those faculty members obligated to pay Association dues or service fee. The failure to do so shall be just cause for discharge from employment.
 2. The procedure in all cases of discharge for violation of this provision shall be as follows:
 - a. The Association shall notify the faculty member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten(10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - b. If the faculty member fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the faculty member's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
 - c. The Board, upon receipt of said charges, shall institute dismissal procedures as provided by Article V, Section Three. In the event of compliance at any time prior to the effective date of discharge, charges may be withdrawn by the Association. 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 service fee.
 3. The Association agrees to indemnify and to hold the Board harmless from any and all costs and damages which may be incurred or assessed against the Board or its members as a result of the dues deduction or dismissal pursuant to the requirements of this provision.

ARTICLE III

Rights of the Board

- A. The Board retains all rights, powers and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965.
- B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board shall be consistent with statutory and constitutional provisions and be consistent with the terms of this Agreement.

ARTICLE IV

Payroll Deductions

- A. Payroll deductions for the following purposes may be made upon written authorization of faculty member or in accordance with provisions herein.
1. Association dues (including State, Local and National association dues, assessments, or service fees).
 2. Blue Cross - Blue Shield Premiums.
 3. Community Chest and other approved community enterprises.
 4. Michigan Educational Special Services Association programs.
 5. Tax sheltered accounts allowed under section 403 (b) (7) of the Internal Revenue Code, providing that a minimum of ten (10) faculty members must participate in any specific carrier's plan. Any newly-hired faculty members shall be permitted to continue payroll deductions for any tax-sheltered accounts established under previous employers. The College has no responsibility for determining whether any particular program qualifies for any particular tax shelter treatment under the Internal Revenue Code.
 6. Educational Associates Credit Union.
 7. U. S. Savings Bonds.
- B. Such deductions shall be remitted, not less than monthly, by arrangement of the Director of Employee Services and the Association, for Association dues and MESSA premiums.
- C. Educational Associates Credit Union deductions shall be transferred to the Credit Union normally within one (1) week after each payroll date.

ARTICLE V

Personnel Procedures for Faculty

Section One: General Provisions

- A. All hiring and dismissal of faculty for the College shall be by the Board upon the recommendation of the President of the College. Every attempt will be made to hire the most qualified individual available and to assign each individual in terms of his/her preparation and experience. Procedures for recruiting, hiring, and assigning new personnel shall be found in Appendix C of this Agreement and shall be reviewed semesterly, if necessary, by the Deans in cooperation with the College Forum Appointments Committee, and submitted to the President for his approval. Appendix C of this Agreement shall be altered in the form of an addendum to reflect any policy modification resulting from the above review. The changes shall become effective at the time of the publication of the addendum.
- B. At the time of their appointment, all full-time faculty members shall have obtained their Master's Degree in the discipline to which they are assigned. The only exception to this provision is in the case of faculty members assigned to teach occupational courses, who must meet state and college vocational-technical instructor endorsement requirements outlined in Appendix D.
- C. All adjunct faculty should meet full-time faculty qualifications at the time of hiring, whenever possible.
- D. Full-time faculty members cannot obtain continuing status without having a Master's degree in the discipline to which they are assigned, or, in the case of faculty members assigned to teach occupational courses, having fulfilled all state and college vocational-technical instructor endorsement requirements outlined in Appendix D.
1. No faculty member shall remain on probationary status more than five (5) years except as provided in Appendix E, paragraph A.
 2. Failure to fulfill the requirements for continuing status within five (5) years shall constitute reasonable and just cause for termination of employment.
 - a. At least sixty (60) days prior to the end of the fifth year, a faculty member shall be notified of his/her failure to comply with the provisions of this paragraph.
 - b. Termination shall be effective as of the last day of the tenth semester.

Article V. Personnel Procedures for Faculty
Section One: General Provisions (con't)

- E. All faculty and administrative vacancies will be posted in a predetermined location in the administrative area. Notice of such vacancies shall provide fourteen (14) days prior to the deadline of accepting applications to permit any qualified faculty member to make necessary application. The posting duration for adjunct and one-semester temporary-status vacancies may be modified by the appropriate Dean in those cases where circumstances necessitate said modification. A copy of each "Notice of Vacancy" shall be sent to the President of the Association.
- F. Length of service in the College shall not be a determining factor in making assignment to any teaching or administrative position unless all other factors are equal.
- G. No faculty member will be involuntarily retired prior to attaining age 70. A faculty member may complete the academic year in which he/she reaches his/her 70th birthday. The age limit may be extended to individuals by Board agreement from year to year.
- H. There shall be one official personnel file for each faculty member. The faculty members shall have full access to and may have duplicated records kept in their files, except for professional credentials and letters of recommendation of a confidential nature provided prior to employment. Upon the written authorization of the faculty member, Association representatives as designated in writing by the Association President, may have the same access as provided the faculty member. The only records kept in this file shall be:
1. Professional credentials and letters of recommendation;
 2. All evaluation material accumulated during the probationary period and through the continuing-status evaluation procedure;
 3. Health records;
 4. Current year leaves;
 5. Transcripts of all college work;
 6. Material from professional sources which faculty members wish to have included;
 7. All materials providing the basis for discipline and/or dismissal;
 8. Salary statements.

The faculty member shall be informed of material placed in his/her file and shall be allowed to attach a statement to such material.

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Article V: Personnel Procedures for Faculty

Section One: General Provisions (con't)

- I. Any faculty member who assumes, or has assumed, administrative status may be subsequently returned to faculty status. The faculty member thus returning to faculty status shall resume only those rights, privileges and benefits that he/she had at the time of assuming administrative status unless as an administrator he/she had some teaching responsibilities. In which case his/her rights, privileges and benefits would accrue at a rate proportional to the number of contact hours taught in relation to the appropriate annual contact hours work load. No full-time faculty member shall be dismissed as a result of said return.

- J. The President of the College may, for just cause, temporarily suspend a faculty member from his/her work responsibilities with loss of pay, but without loss of any other professional rights. Notice of suspension shall be in writing, with copies to the faculty member and the Association President and shall include a statement of reasons for the disciplinary action taken.

- K. No faculty member shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause and due process as established in the provisions of this Agreement.

- L. If, during a meeting in which a faculty member is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance, said faculty member deems it necessary to have Association representation, he/she may terminate the meeting and request a second meeting with an Association representative present.

Article V: Personnel Procedures for Faculty
Section Two: Faculty Status

- A. Faculty members shall be classified as being adjunct or full-time faculty.
1. Adjunct faculty are those faculty members who augment the full-time faculty members. Continuation of employment in their current position is not contractually guaranteed nor is the status of the position they hold intended to lead to full-time status.
 - a. Adjunct faculty shall be classified as follows:
 - 1) Regular Adjunct Faculty are faculty members (both teaching and non-teaching) who are employed at least one-half (1/2) of the annual minimum workload in their area for one (1) College year. This status ends when the faculty member's load falls below said requirement for one academic year.
 - 2) Occasional Adjunct Faculty are faculty members (both teaching and non-teaching) employed for a load insufficient to qualify for subparagraph 1) above.
 - b. Use of adjunct faculty members shall be subject to the following conditions:
 - 1) Adjunct faculty shall be hired on a semester-by-semester basis.
 - 2) Adjunct faculty shall be permitted to work up to one (1) hour less than the annual minimum workload in the area where they are employed, except for regular adjunct faculty members employed by the College during the 1987-88 College year, who shall be permitted to work a maximum of the hours they worked during that year.
 - 3) The College shall not use adjunct faculty for more than the thirty-five percent (35%) of the faculty contact hours taught in the College credit division or of the faculty work hours in non-teaching areas.
 - 4) No full-time faculty members shall be staff reduced in order to reach the optimum percentage of adjunct faculty usage.
 - 5) If forty percent (40%) or more of the faculty load in a given discipline (including non-teaching areas) is being carried by adjunct faculty members, the appropriate Dean will contact the Department Chairperson to meet with the discipline to review the need for additional full-time faculty.

Article V: Personnel Procedures for Faculty
Section Two: Faculty Status (con't)

- 6) When a resignation or retirement occurs in a discipline (including non-teaching areas) where twenty percent (20%) or less of the faculty load is carried by adjunct faculty, the appropriate Dean will contact the Department Chairperson to meet with the affected discipline to review the need to increase the adjunct faculty load to a minimum of ten percent (10%) of the load for that discipline.
- c. The following conditions shall apply to adjunct faculty:
- 1) All adjunct faculty shall receive a tuition and contact hour fee waiver equal to the contact hour load (or equivalent clock hour load) worked at the College. This option must be exercised within the semester of their employment or the semester immediately following.
 - 2) All adjunct faculty shall be given a handbook with departmental addendums.
 - 3) All adjunct faculty shall be evaluated regularly in accordance with the provisions of Article V, Section Four, B to insure quality of performance.
 - 4) Regular adjunct faculty shall be subject to the following conditions:
 - (a) Regular adjunct faculty shall be allowed to purchase health care insurance through the College by paying the monthly premium in advance to the Office of Employee Services.
 - (b) All regular adjunct faculty shall attend a College-wide orientation with some orientation on the departmental level.
 - (c) All regular adjunct faculty shall attend departmental meetings as required.
 - (d) All regular adjunct faculty shall receive a fifty dollar (\$50) travel and conference fund each year to be used for professional development.

Article V: Personnel Procedures for Faculty
Section Two: Faculty Status (con't)

2. Full-time Faculty

a. Limited-status Faculty

- 1) If it becomes necessary to replace a full-time faculty member for a limited predetermined time, due to that faculty member being on any type of leave outlined in Article VIII, Section Three, of this Agreement, then the Board may hire a full-time replacement for that individual for the duration of said leave. Hiring and selection of said replacement will involve consultation with the appropriate discipline coordinator, department chairperson and Associate Dean. The replacement shall, as a prerequisite of being employed, sign a contract limiting his/her period of employment with the College to the duration of the leave of the faculty member being replaced.
- 2) If a limited-status faculty member is subsequently hired as a temporary- or probationary-status faculty member, he/she will be given credit for up to one(1) year's service as a limited-status faculty member toward temporary or probationary status.

b. Temporary-status Faculty

- 1) A temporary-status faculty member shall be defined as a full-time faculty member hired on a yearly contract that may be terminated or renewed at the discretion of the Board.
- 2) A faculty member may be employed on temporary status for three successive one-year periods.
- 3) A temporary-status position may be terminated at the end of any one-year period without recourse to the grievance procedure.
 - a) During the first two years of employment, notification of termination of a temporary-status position shall be issued at least sixty (60) calendar days prior to the end of the contract year.

Article V: Personnel Procedures for Faculty
Section Two: Faculty Status (con't)

- b) During the third year of employment, notification of termination of a temporary-status position shall be issued at least ten (10) calendar days prior to the close of the faculty member's fifth full semester of employment. Final termination of the temporary-status position will be effective as of the end of the faculty member's sixth full semester of employment.

- 4) Temporary-status faculty members shall be evaluated using the same evaluation forms and process as probationary-status faculty members. Evaluation of a temporary-status faculty member shall continue for a maximum of five (5) semesters.

- 5) If, by the end of the faculty member's fifth full semester of employment, the Board decides to continue the position as a permanent position, then the temporary-status faculty member shall be considered for continuing status in accordance with the following provisions:
 - a) The temporary-status faculty member's evaluation committee shall meet before ninety (90) calendar days prior to the end of the faculty member's sixth full semester of employment to make a determination as to whether or not the faculty member has achieved a satisfactory level of professional performance.
 - (1) The decision, if affirmative, shall result in a recommendation to the Board for continuing status and full-time employment, effective at the commencement of the next full semester.
 - (2) If the decision is that the faculty member has not obtained a satisfactory level of professional performance, he/she shall be notified of this fact no less than ninety (90) calendar days prior to the end of his/her sixth full semester of employment.
 - (a) This negative decision shall constitute reasonable and just cause for termination of employment at the end of the sixth full semester of employment.
 - (b) This termination shall be subject to the review procedures provided in Section Three of this Article and other applicable provisions herein, including the grievance procedure.

Article V: Personnel Procedures for Faculty
Section Two: Faculty Status (con't)

c. Probationary-status Faculty

- 1) A probationary-status faculty member shall be defined as a full-time faculty member on a renewable contract to replace a full-time faculty member or to fill a new full-time position.
- 2) A new faculty member hired on probationary status shall be classified as a probationary-status faculty member for his/her first two years of employment.
 - a) During the first year of employment, dismissal shall become effective as of the last day of the academic year during which notification of dismissal was issued. Such notification shall be issued at least sixty (60) calendar days prior to the end of the academic year. If employed for the first time for the second semester of the academic year, a probationary faculty member's dismissal shall become effective as of the last day of the first semester of the ensuing academic year and notice shall be issued at least sixty (60) calendar days prior to the last day of the first semester in which he/she was hired.
 - b) A first-year probationary-status faculty member may be released at the times provided herein without recourse to the grievance procedure.
 - c) During the second year, or in cases where a third probationary year is given, dismissal shall be effective as of the last day of the academic year, during which such notification was given prior to ninety (90) calendar days before the end of said year. If such notification is given less than ninety (90) calendar days from the end of said year, then termination of employment shall be effective as of the last day of the following semester.
 - d) No faculty member under probationary status shall be suspended from duties during the academic year, except for reasonable and just cause. In these instances, suspension by the President may be immediate and shall be made in writing (with a copy to the President of the Association) and the issue may be resolved through the usual grievance procedure, if desired, commencing at Step 1 of the Formal Level. Pay will be continued during the processing of any grievance up to a maximum of thirty (30) days.

Article V: Personnel Procedures for Faculty
Section Two: Faculty Status con't)

- e) If, at the end of the third full semester of employment, said faculty member has attained the satisfactory level of performance herein defined, he/she shall at that time be notified of that fact in accordance with the provisions of this Article and shall be automatically recommended for continuing status effective at the end of his/her fourth full semester of employment except for extensions as provided by this Agreement.
- f) If, however, at the end of the third full semester of employment, said faculty member has not attained the satisfactory level of performance herein defined he/she shall at that time be notified of this fact in accord with the provisions of this Article and this fact shall provide a reasonable and just cause for termination of employment effective at the end of the fourth full semester of his/her employment, except for extensions as provided by this Agreement and subject to the review procedures provided in Section Three of this Article.

d. Continuing-status Faculty

- 1). A continuing-status faculty member shall be defined as a faculty member who has permanent status, which shall be termed tenure status if a state-wide Community College Tenure Act is passed during the duration of this Agreement. See Appendix F for the names of continuing-status faculty members as of the effective date of this Agreement.
- 2) Dismissal effectuation provisions (Article V, Section Three) for continuing-status faculty member shall become effective as of the last day of the academic year during which notification of dismissal was issued.

If such notification is given less than ninety (90) calendar days from the end of the winter semester, then termination of employment shall be effective as of the last day of the following semester.

B. Faculty Rank/Designation

- 1. Faculty rank/designation is intended for use in publications, correspondence, and other related areas.

Article V: Personnel Procedures for Faculty
Section Two: Faculty Status (con't)

2. All full-time faculty shall be granted the rank/designation of "Professor" concomitant with the awarding of continuing status as described elsewhere in this Agreement.
 3. Those faculty members who desire to use an alternative designation appropriate to their area of expertise may use instructor, teacher, or faculty.
 4. All other full-time and adjunct faculty members shall be designated instructor.
- C. Faculty Member Emeritus
1. Retired faculty members shall be granted the status of Faculty Member Emeritus.
 2. This status shall include the following rights:
 - a. Inclusion on the college mailing list for announcements and invitations to college activities.
 - b. Free admission to all college sponsored activities to the extent available to full-time faculty.
 - c. At their request, a mailbox in the full-time faculty mailbox area.
- D. If a faculty member wishes to resign at the end of any semester, he/she shall give notice in writing as soon as possible, but not later than sixty (60) calendar days before the end of the semester.
- E. A faculty member's employment may be terminated by mutual consent between the faculty member and the Board at any time.

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Article V: Personnel Procedures for Faculty
Section Three: Faculty Dismissal Provisions

- A. Full-time faculty members, except for temporary-status faculty members, shall not be dismissed except in accordance with the dismissal provisions of this Agreement which have been agreed to in order to establish an adequate, fair procedure that guarantees to protect both the faculty member and the Board and its representatives.
- B. Dismissal shall be defined as termination of employment by the Board. No faculty member shall be dismissed except for reasonable and just cause and in accordance with the provisions of this Agreement.
- C. Prior to a Dean recommending termination of a continuing-status faculty member on the basis of competency, the procedure for evaluation outlined in Section Four, F, of this Article shall be implemented by the Dean.
- D. Dismissal procedures shall be initiated by the President of the College, who shall issue "notification of intent to recommend dismissal" which shall be in writing and shall include a complete statement of charges and reasons for the dismissal recommendation, except where the President's decision to recommend dismissal is based on the probationary committee's determination of unsatisfactory performance, then notice of the committee's determination shall be sufficient notice of the statement of charges and reasons for dismissal. Copies of the notification shall be sent to the faculty member involved, the appropriate Dean, the President of the Association and the Board.
- E. The President of the College in accordance with Article V, Section One, J, may temporarily suspend from his/her work responsibilities the faculty member who has been notified of intent to recommend dismissal. If the Board, in accordance with the provisions of this section, determines to dismiss said faculty member, the suspension shall be in effect until the appropriate dismissal date. If, however, the Board determines not to dismiss said faculty member, then the suspension shall immediately be revoked and any loss of pay reimbursed.
- F. If a faculty member is notified by the President of the College, as set forth above, that the President intends to recommend dismissal to the Board, the following review process shall be initiated:

Article V: Personnel Procedures for Faculty
Section Three: Faculty Dismissal Provisions (con't)

1. Informal Level - The faculty member may within seven (7) calendar days, excluding vacation breaks, from the date of receipt of such notice of intent to recommend dismissal, request an informal meeting with the President of the College. This meeting shall include the President of the Association, one designated representative of the Association and the faculty member. The purpose of this meeting shall be to endeavor to reach a satisfactory agreement by both parties. If a satisfactory agreement cannot be concluded, the faculty member may proceed to Step Two within ten (10) calendar days, excluding vacation breaks. In the event that the faculty member does not request such meeting, he/she shall have the right to proceed to Step Two within seventeen (17) calendar days, excluding vacation breaks, from the from the date of the receipt of such notice of intent to recommend dismissal.

2. Formal Level - If the faculty member is not satisfied with the results from the informal level, he/she may request a hearing before the Board stating his/her answers to the charges prior to the Board action on the recommendation of the Administration. Such faculty member shall notify in writing the Secretary of the Board requesting such hearing within ten (10) calendar days, excluding vacation breaks, from the conclusion of the informal level, or within seventeen (17) calendar days, excluding vacation breaks, from the date of the receipt of the notice of intent to recommend dismissal. The procedures applicable to such hearing shall be as follows:
 - a. The notification of intent to recommend dismissal shall constitute the sole basis of this hearing.

 - b. The faculty member shall be entitled to representation, including legal counsel, if desired, the right to cross examine all witnesses, and to face and examine all those holding executive, administrative, and supervisory positions having knowledge of the facts.

 - c. The hearing shall be concluded within twenty (20) calendar days from the date of start of hearing.

 - d. The Board shall notify the faculty member and the Association of its decision within ten (10) calendar days after the conclusion of the hearing.

 - e. Should the Board's decision be for termination of employment (except for first year probationary-status faculty members and temporary-status faculty members), the faculty member, through the Association may appeal the decision to binding arbitration as provided in the grievance procedure.

Article V: Personnel Procedures for Faculty

Section Three: Faculty Dismissal Provisions (con't)

- f. In the event that it shall be finally determined that a suspension or termination of any faculty member was without reasonable and just cause, the faculty member shall be reinstated unconditionally on appropriate status and reimbursed for any compensation lost.
3. In the event that the President has notified the faculty member, as provided above, of his/her intention to seek dismissal and such faculty member has not sought review by the informal or formal level within the time limits provided above, then the recommendation of the President shall go to the Board for its action without a review hearing.
 - a. In the event that the Board's determination is for termination, the Association, except for first year probationary-status faculty members, shall have the right to take such decision to binding arbitration as provided in the grievance procedure.
 - b. In the event that the final determination shall be that the suspension or termination of the faculty member is not upheld, the faculty member shall be reinstated on the same status as at the time of suspension or termination and reimbursed for any compensation lost to the extent provided by the arbitrator's decision.
4. The time limits provided for in this section may be extended by mutual consent.

Article V: Personnel Procedures for Faculty
Section Four: Faculty Evaluation

- A. An Evaluation Committee, composed of four administrators, appointed by the College President, and four faculty members, appointed by the Association President, shall meet regularly to discuss issues relating to faculty evaluation and assist in the implementation and monitoring of the evaluation procedures provided herein.
1. During the 1988-89 College year, the procedures outlined in this section for the evaluation of adjunct, limited-, temporary-, and probationary-status faculty members shall be followed while the Evaluation Committee develops new procedures.
 2. The evaluation of continuing-status faculty members shall be suspended for the 1988-89 College year while the Evaluation Committee develops new procedures and/or forms.
 3. Any changes in the procedures and/or forms used in faculty evaluation recommended by the Evaluation Committee shall be mutually accepted by the Board and the Association before being implemented. The Evaluation Committee shall make its report on or before March 1, 1989.
- B. Adjunct faculty members shall be evaluated periodically to determine whether they have attained a satisfactory level of professional performance, to promote instructional improvement, and to determine if contractual obligations are being fulfilled. The provisions for adjunct faculty evaluation are as follows:
1. There shall be one classroom visit (or equivalent) per semester per preparation taught by the adjunct faculty member. If a faculty member is employed over a period of several semesters, evaluation shall continue up to a minimum of two (2) semesters. This provision applies only to new adjunct faculty members hired after August, 1974, unless the Dean, Associate Dean or Director, and Department Chairperson deem otherwise.
 2. The committee for the classroom evaluation (or the equivalent) of an adjunct faculty member will be coordinated with the appropriate Dean, and shall be conducted by the Associate Dean or Director in cooperation with the Chairperson, coordinator or continuing-status faculty member selected by the coordinator, using the probationary-status faculty member evaluation forms found in Appendix L. When these forms are not applicable, deviations may be arranged by mutual consent between the faculty member, the discipline representative, and the appropriate Dean.

Article V: Personnel Procedures for Faculty
Section Four: Faculty Evaluation (con't)

3. A meeting with the adjunct faculty member shall be held within five (5) days after each evaluation. The purpose of the meeting shall be to present the adjunct faculty member with copies of all evaluation material, and suggest ways to improve professional performance. The adjunct faculty member, if he/she disagrees with these records, shall have the right to have his/her written reasons for such disagreement attached thereto. A-2 and A-3 above may be conducted simultaneously.
 4. The student evaluation form, which appears in Appendix L, shall be used in each class taught by the adjunct faculty member. The results of the student evaluation forms are to be assessed by the faculty member and discussed with the committee. The forms shall be furnished by the Board.
 5. The appropriate Dean, in review with the committee, shall decide whether or not the faculty member has attained a satisfactory level of professional performance and is eligible for future employment.
 6. In no event shall evaluation procedures set forth above be determined to grant continued status to any adjunct faculty member. Adjunct faculty members may be released at the end of their contractual period without recourse to the grievance procedure.
- C. Limited-status, temporary-status and probationary-status faculty members shall be evaluated periodically to determine whether they have attained a satisfactory level of professional performance, to promote instructional improvement, and to determine whether contractual responsibilities are being fulfilled. The provisions for determining whether or not a faculty member shall be placed on continuing status shall not apply to limited- and temporary-status faculty members. The procedures for limited-status, temporary-status and probationary-status faculty members evaluation shall be as follows:
1. Each probationary faculty member shall have a Probationary Faculty Member Committee referred to herein as the "Committee", composed of the Dean, Associate Dean or Director, one continuing-status faculty member who teaches in the same discipline or is a fellow counselor or fellow LRC faculty member, coordinator or chairperson, and one additional faculty member who is a member of the Association. In disciplines with fewer than three full-time members, the faculty member will select a coordinator and/or continuing-status faculty member from another related discipline. Members of this committee shall be selected no later than September 15 of the first semester of the probationary faculty member's employment. One (1) of the faculty members shall be selected by the probationary faculty member and the other by the Association.

Article V: Personnel Procedures for Faculty
Section Four: Faculty Evaluation (con't)

2. When possible, the fellow faculty member shall serve on this committee throughout the probationary-status faculty member's probationary period.
3. The probationary-status faculty member's committee shall have the responsibility for:
 - a. observing and evaluating his/her professional performance, herein defined;
 - b. reporting and explaining their observations and evaluations;
 - c. aiding in improving his/her professional performance;
 - d. determining if he/she has, by the end of the third full semester, attained a satisfactory level of performance except where extended as provided herein.
4. The evaluation of the probationary-status faculty member's performance shall be based on:
 - a. For teaching faculty: one joint classroom visit each full semester by the committee. When requested by either the faculty member or any one of the committee, additional visits shall be undertaken.

The evaluation forms as shown in Appendix L shall be used for these evaluations. If necessary, faculty members may be relieved of their normal professional responsibilities other than class time in order that they might attend these meetings. When the situation does not lend itself to joint classroom visits, deviation can be allowed provided the probationary faculty member's committee and the faculty member mutually agree to any departure from the accepted model. The Associate Dean or Director will be chairperson of this committee.

- b. For counselors and LRC faculty: Recognizing the unique problems created in evaluating the professional performance of counselors and LRC faculty, the Dean of Student Affairs and Associate Dean of Learning Resources respectively have developed procedures and evaluation forms as shown in Appendix L.
- c. Open observation and contemporaneous anecdotal records of faculty-administrative relationships and faculty fulfillment of contractual responsibilities shall be made at the end of each of the first three (3) semesters by the Dean, Associate Dean or Director and occasionally by the other committee members using the appropriate forms as shown in Appendix L.

Article V: Personnel Procedures for Faculty
Section Four: Faculty Evaluation (con't)

5. A meeting with the probationary-status faculty member shall be held within five (5) College days after each joint classroom visit evaluation at times convenient for all individuals involved. The purpose of these meetings will be to present the probationary-status faculty member with copies of all evaluation material accumulated since the preceding meeting (or since employment for the initial meeting), to discuss and explain such material, and to suggest in writing ways in which the probationary faculty member could improve his/her professional performance. The probationary-status faculty member shall have, if he/she disagrees with these records, the right to have his/her written reasons for such disagreement attached thereto. If necessary, faculty members may be relieved of their normal professional responsibilities other than class time in order that they might attend these meetings.

6. During the final full class week of the probationary faculty member's first, second, and third full semesters of employment, his/her committee shall meet with him/her and inform him/her of their determination regarding whether or not he/she has attained a satisfactory level of performance. The committee's decision, if affirmative, must be by a majority vote and shall be based solely on the evaluation material accumulated during the probationary-status faculty member's employment. This decision, if affirmative, shall result in the recommendation to the Board for continuing status effective the final day of the fourth full semester of employment; if negative, shall provide cause for dismissal at the end of the fourth full semester of employment.

This committee must arrive at a decision. The Dean or three (3) other members of the committee may decide to extend the probationary period two (2) additional full semesters. In the event the probationary period is extended, the decision for recommendation for continuing status or dismissal will be made at the end of the fifth full semester of employment.

7. The student evaluation form, which appears in Appendix L, shall be used by the probationary faculty member in every class in each of his/her first three (3) semesters of employment unless there is an extension of the probationary evaluation period as provided in this Article. The results of the student evaluation forms are to be assessed by the faculty member and discussed with the evaluation committee. The forms shall be furnished by the Board.

8. The procedures used for evaluating temporary-status faculty members will be the same as those for probationary-status faculty members. However, the determination for continued employment shall be as contained in Section Two-A-2-b above.

Article V: Personnel Procedures for Faculty
Section Four: Faculty Evaluation (con't)

D. To promote instructional improvement and to determine whether contractual obligations are being fulfilled, continuing-status faculty members shall be evaluated once every five (5) years commencing with the agreement ratified in August, 1974. The discipline shall determine its system of rotation. Should the discipline deem it desirable, additional evaluation may be done.

1. Procedure for evaluating continuing-status teaching faculty:

- a. The procedure will be implemented after mid-semester and completed no later than during the week before final examinations at the end of the semester.
- b. The faculty member completes one (1) self-evaluation CSI-2 form (Appendix L). The completion of this form, CSI-2, shall precede the completion of the CSI-1 forms (Appendix L). Form CSI-2 is the property of the faculty member with the information on the form to be made available at the disciplinet discussion session.
- c. CSI-1 forms will be used in all the faculty member's classes. The section number must be written on each CSI-1 form in the upper right hand corner. The filled-in forms will be submitted by the faculty member. The faculty member receives the only copy of the results, an overall summary for each section, from Data Processing. The CSI-1 evaluation forms are the property of the faculty member and are returned from Data Processing. Information from the tabulation of the forms may be requested at the discipline discussion session.
- d. CSI-3 (Appendix L) is the responsibility of the Coordinator. (When the Discipline Coordinator is being evaluated, the Chairperson is responsible for CSI-3). This should be completed no later than the twelfth week of the semester. The discipline as a whole shall approve the summary form following the faculty member/discipline meeting. The original form is maintained in the Coordinator's file with a copy to the person being evaluated.
- e. CSI-4 (Appendix L) is the responsibility of the Associate Dean or Director. This should be completed no later than the fourteenth week. The original form is maintained in the Coordinator's file with a copy to the person being evaluated.

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Section Four: Faculty Evaluation (con't)

- f. All appropriate forms (CSI-1 summaries, CSI-2, CSI-3 and CSI-4) are presented by the faculty member to Coordinator, Chairperson, Associate Dean or Director and the Dean at the summary session. The CSI-5 (Appendix L) will be completed by the Dean with copies being sent to all persons involved and the original copy being filed in the faculty member's personnel file. The CSI-5 summary form is filed in the personnel file and remains on file until, or unless, the evaluation program is discontinued.
 - g. Because the Dean's involvement in the continuing-status evaluation is that of an impartial collector and summarizer of the process as described in paragraph 1.f, above, he/she shall not enter the evaluatee's classroom for observation during the duration of the continuing-status evaluation.
2. Procedures for evaluating continuing-status counselors:
- a. Form CSC-1 (Appendix L) will be sent to every third counselee who appears on the counselor's appointment register for that semester, who has been interviewed by said counselor for academic, vocational, and personal concerns. The CSC-1 will be returned to the counselor, who will summarize them and present the results at the summary evaluation meeting. Form CSC-1 is the property of the counselor with the information on the form to be made available at the Dean's discussion session.
 - b. Form CSC-2 (Appendix L) will be completed by the Dean of Student Affairs. A copy of this evaluation shall be given to the counselor and is to be presented at the summary evaluation meeting. The original form is maintained in the Dean's file.
 - c. Form CSC-3 (Appendix L) will be completed by the Dean of Student Affairs. The department as a whole shall approve the summary following the counselee department meeting. A copy of this evaluation shall be given to the counselor and it is to be presented at the summary evaluation meeting. The original form is maintained in the Dean's files.
 - d. Form CSC-4 (Appendix L) will be completed by the Dean of Student Affairs. A copy of this evaluation shall be given to the counselor and is to be presented at the summary evaluation meeting. The original is maintained in the Dean's files.

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Section Four: Faculty Evaluation (con't)

- e. All appropriate forms (summary of CSC-1's, CSC-2 and CSC-3) are presented by the counselor to the Dean of Student Affairs at the summary meeting. CSC-4 will be completed by the Dean with copies being sent to all persons involved, and the original copy being filed in the counselor's personnel file. The CSC-4 summary form is filed in the personnel file and remains on file until, or unless the evaluation program is discontinued.
3. Procedures for evaluating continuing-status LRC faculty members shall be:
- a. The procedure will be implemented after mid-semester and completed no later than during the week before final examinations at the end of the semester.
 - b. The LRC faculty member completes one self-evaluation CSL-1 (Appendix L) form. The completion of this form, CSL-1, shall precede the completion of the CSL-2 form. CSL-1 is the property of the LRC faculty member with the information on the form to be made available at the Associate Dean's discussion session.
 - c. CSL-2 (Appendix L) forms will be made available to clients by the LRC faculty member. However, the number of completed client forms shall be sixty-five (65) to include faculty, students, and others as determined by the faculty member. The completed CSL-2 forms are to be collected by the said LRC faculty member who will summarize them, and present the results at the evaluation meeting. CSL-2 forms are the property of the LRC faculty member.
 - d. Form CSL-3 (Appendix L) will be completed by the Associate Dean. The LRC faculty department as a whole shall approve the summary following the meeting.

A copy of this evaluation shall be given to the LRC faculty member and is to be presented at the summary evaluation meeting. CSL-3 will be maintained in the Associate Dean's file.

- e. Form CSL-4 (Appendix L) will be completed by the Associate Dean. A copy of this evaluation shall be given to the LRC faculty member and is to be maintained in the Associate Dean's file.

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Section Four: Faculty Evaluation (con't)

- f. All appropriate forms (CSL-1, summary of CSL-2, and CSL-3) are presented by the LRC faculty member to the Dean and the Associate Dean at the summary session. The CSL-4 will be completed by the Dean with copies being sent to all persons involved, and the original copy being filed in the LRC faculty member's personnel file. The CSL-4 summary form is filed in the personnel file and remains on file, until, or unless, the evaluation program is discontinued.
- E. Instructional evaluation of an administrator teaching part-time:
1. To evaluate the classroom work of an administrator who teaches, a committee will be formed with the following:
 - a. The Dean of his/her area;
 - b. An administrator of equal rank from another instructional area;
 - c. A faculty member from the discipline where the administrator teaches. The faculty member shall be selected by the administrator.
 2. The committee shall be chaired by the Dean. Forms used for the evaluation will be the same as those used to evaluate probationary faculty members.
 3. Administrators who came from the faculty and were on continuing status shall be evaluated periodically as if they were on continuing status. Administrators who did not come from continuing-status within the institution shall be evaluated for three (3) consecutive semesters in each discipline in which they teach and after that as determined by the Dean or equal to the frequency of continuing-status faculty members. New teaching administrators must receive a favorable vote from the committee after each evaluation to continue teaching in the discipline.
- F. If, in the opinion of the Dean, further evaluation of a continuing-status faculty member is justified, or if any of the appropriate evaluation forms evidence a need for further evaluation, the Dean may initiate the following procedure for evaluation.

Article V: Personnel Procedures for Faculty
Section Four: Faculty Evaluation (con't)

1. The purpose will be to improve the faculty member's professional performance and to determine whether said faculty member shall be considered for termination of employment. The Dean, with the faculty member, shall:
 - a. Review the instructional objectives for all courses the faculty member teaches.
 - b. Discuss with the faculty member and record any and all complaints against the faculty member and keep an anecdotal record in the faculty member's personnel file. The faculty member is free to attach any explanation or rebuttal to his/her record.
 - c. The Dean may review such other information, reports, and criteria as shall be relevant.
 - d. The Dean may visit the faculty member's classes periodically, notifying the faculty member in advance. If the faculty member so requests, a committee similar to the probationary faculty member's evaluation committee may be made up to visit the faculty member's classes in addition to the Dean's visitation.
2. At the end of the fall semester, a decision shall be made by the Dean as to a recommendation for termination. If the decision is for termination of employment, the procedure of Article V, Section Three, shall be implemented in the winter semester.

Article V: Personnel Procedures for Faculty

Section Five: Faculty Reassignment and Split-Discipline
Assignment

- A. Reassignment or split-discipline assignment of a faculty member from one discipline to another may be granted by the appropriate Dean. These discipline assignments may also be initiated by the Dean, subject to the consent of the faculty member involved.
- B. Reassignment or split-discipline assignment may be considered only when there are overload, part-time load, or off-campus courses available within the discipline.
 - 1. If this reassignment is the result of an avoidance of any staff reduction, any overload, part-time load, or off-campus courses within the discipline may be reassigned.
 - 2. The faculty member so affected will indicate his/her preference, which will be honored to the extent possible, as determined by the appropriate Dean.
 - 3. If reassignment is strictly voluntary and not necessary, the Dean, in consultation with the discipline, will decide whether or not to allow the reassignment.
 - 4. If requested, a faculty member's academic record shall be evaluated by the Dean in accordance with the provisions of paragraph C below to determine, in advance of any possible staff reduction, if the faculty member qualifies for possible reassignment or split-discipline assignment. This written evaluation shall indicate the courses and semester hours accepted as qualification for reassignment or split-discipline assignment.
 - 5. A faculty member granted a split-discipline assignment or reassignment shall receive a letter of assignment, indicating the credit hours accepted as qualifications for the assignment and all conditions which must be met before the assignment becomes permanent.
- C. Minimum educational standards and/or work experience for professional reassignment and/or split-discipline assignment shall be:
 - 1. Completion of a minimum of minor equivalent (18-semester hours or 6 courses, whichever is appropriate as determined by the Dean) upon entry to the new discipline. In the case of vocational/technical courses, the faculty member must be eligible for State and College vocational-technical endorsement, except as provided below.
 - a. In the case of multi-discipline courses, the faculty member must qualify to teach in at least one of those disciplines.

Article V: Personnel Procedures for Faculty
Section Five: Faculty Reassignment and Split-Discipline
Assignment (con't)

- b. If a faculty member being reassigned to teach vocational/technical courses is not eligible for State and College vocational/technical endorsement at the time of reassignment, he/she must meet eligibility standards within five (5) years.
2. By the beginning of the second year of professional reassignment, the faculty member must have completed an additional two (2) courses, acceptable to the Dean in consultation with the Coordinator. (This may be waived by the Dean of Instruction in cases involving vocational-technical endorsement.)
 3. By the end of the fifth year of reassignment, the faculty member must have completed the equivalent of fifteen-(15) graduate semester hours or a Master's Degree within the discipline or, when applicable, be vocationally endorsed. The faculty member must receive approval from the Dean in consultation with the coordinator for this work.
 4. A faculty member being reassigned shall not be granted full institutional seniority in the new discipline until he/she has satisfied all conditions for reassignment.
- D. When a full-time faculty member is reassigned or given a split-discipline assignment, the faculty status is carried with him/her. However, the faculty member must undergo one (1) year of evaluation in the new assignment using the appropriate probationary-status faculty member evaluation form and procedure as found in Appendix L. If said evaluation is negative (using probationary evaluation standards), the faculty member is no longer eligible for assignment to that discipline.
- E. The reassigned faculty member retains all priority rights within his/her original discipline and automatically enters the priority rotational system of the new discipline at the bottom level. It shall be the responsibility of the discipline to set up the priority system, in consultation with the Dean and/or Associate Dean or Director, for that discipline.
- F. Faculty teaching in more than one discipline prior to the 1974-76 Agreement are excluded from Article V, Section Five, except Paragraph E and may continue to teach in those disciplines in which they had previously taught.
- G. Faculty reassigned to a discipline prior to the 1978-79 Agreement are excluded from Article V, Section Five, Paragraph C, and are subject to the guidelines of educational standards and/or work experience that were effective at the time of the faculty member's reassignment.

Article V: Personnel Procedures for Faculty
Section Six: Staff Reduction

- A. The Board may make adjustments in staff for appropriate reasons. The President shall identify in writing the reasons and rationale for such adjustments. Proposed adjustments of staff by the administration relative to this provision shall be preceded by meetings with the Association President, members of the affected discipline, and the College Forum Budget Committee to hear their concerns, information and/or objections. Written reasons and rationale shall be made available to the Association at least two (2) weeks prior to the above meetings.
1. The Board's decision on staff reduction shall be announced no later than April 1.
 2. This decision shall become effective on the first day following the last day of the winter semester.
 3. Before any full-time staff positions are reduced, all adjunct positions in the affected discipline shall be cancelled and those duties assigned to full-time faculty members, if qualified, in accordance with the provisions of this Agreement.
 4. In making its decision on the staff reduction, the Board shall determine the discipline in which the reduction shall be made. Once determined, the reduction shall be accomplished in accordance with Paragraph B below.
- B. The provisions for carrying out the Board's staff reduction decision shall be:
1. Faculty members subject to said decision shall be placed on an "involuntary leave-of-absence", as defined in Appendix E, paragraph B, by the College President, effective the first day following the last day of the winter semester.
 2. No faculty member shall be placed on such involuntary leave-of-absence unless he/she has been notified in writing by the College President of this action on or before April 1.
 3. The criteria for determining which adjunct, temporary, and probationary-status faculty shall be placed on involuntary leave shall be:

Article V: Personnel Procedures for Faculty
Section Six: Staff Reduction (con't)

- a. Adjunct faculty in a discipline by inverse order of date of initial active employment within the discipline.
 - b. Temporary-status faculty in a discipline by inverse order of seniority within the discipline.
 - c. Probationary faculty in a discipline in accordance with provision B-4 below, except that B-4-b shall not apply.
4. The criteria for determining which continuing-status faculty members are placed on involuntary leave-of-absence shall be in the following order of descending priority: these criteria shall be applied in a successively exclusive manner so that a criterion shall be utilized only if the preceding criterion or criteria are equal:
- a. Years of seniority.
 - b. Date of first semester of placement on continuing status.
 - c. Educational level attained, in the following descending order of importance: MA/MS + 60 or Doctorate; MA/MS + 40; MA/MS + 20; MA/MS; BA/BS; No degree.
 - d. The number of years of credit granted by the College on the salary schedule at the date of initial hire including teaching and/or non-teaching experience.
 - e. The total number of documented years of teaching and/or equivalent non-teaching experience.
 - f. The Dean, upon recommendation of the discipline, will make a decision.
5. Split-discipline assignment

In cases where a faculty member teaches in more than one discipline, the discipline in which his/her seniority resides shall be determined as follows:

- a. When the split discipline assignment is the result of reassignment, the seniority of the faculty member concerned shall reside in the discipline where he/she teaches the majority of his/her workload since reassignment except as provided in Section Five, C-4 of this Article. In determining the majority of workload, the time since reassignment shall not exceed the last four (4) years.

Article V: Personal Procedures for Faculty
Section Six: Staff Reduction (con't)

- (1) If a faculty member's teaching load is equally split among disciplines, he/she shall choose which of the disciplines in which his/her seniority resides.
 - b. When the split-discipline assignment is the result of a discipline having been split into two or more new disciplines, the faculty member shall have full seniority in all disciplines created from the original discipline, providing he/she meets the minimum qualifications as defined in Article V, Section Five, C.
 - c. When the split-discipline assignment is the result of being hired to teach multiple disciplines, the seniority of the faculty member shall reside in each of these disciplines.
 - d. When the split-discipline assignment is the result of circumstances other than a., b., or c. above, the faculty member's seniority shall be as in a. above, providing he/she meets the minimum qualifications to teach as defined in Article V, Section Five, C.
6. A staff-reduction criteria list of faculty members, utilizing the above criteria, is found in Appendix G. This list shall be updated each semester.
- C. If a faculty member is placed on an involuntary leave-of-absence, the following provisions regarding reinstatement shall apply:
1. A committee comprised of the Dean of Instruction, the Associate Dean or Director, appropriate department Chairperson, a faculty member appointed by the Association, and the faculty member placed on involuntary leave-of-absence shall meet by June 30th following the notification of placement of involuntary leave of absence. This committee shall review each individual case in light of the remaining provisions of Section Six as stated below.
 2. Reinstatement of faculty members who are on involuntary leave-of-absence shall be in inverse order of their replacement on such leaves; if circumstances arise in which more than one faculty member qualifies for an opening, then reinstatement shall be in the same manner as provisions three (3), four (4), and five (5) as stated above.

Article V: Personnel Procedures for Faculty
Section Six: Staff Reduction (con't)

3. No new appointments shall be made while there are available faculty members on involuntary leaves-of-absence who are qualified to fill vacancies, unless such faculty members shall refuse such appointments.
4. A faculty member who returns from an involuntary leave-of-absence shall be placed at the position on the salary schedule and the status classification where he/she would have been if the leave had not been required, but in no event shall such salary position and status classification exceed a two-year increment respectively.
5. A faculty member on an involuntary leave-of-absence shall be entitled to reinstatement under the provisions of this paragraph according to the conditions and for the time period specified in subparagraphs a., b., and c., below. The notice of such potential reinstatement shall be offered in a letter of intent by certified mail with return receipt requested at least 30 days prior to the date of reinstatement. The faculty member shall accept or reject such offer of reinstatement within seven (7) days of receipt of such notice. If a faculty member fails to respond within seven (7) days, the faculty member shall be deemed to have rejected the offer of reinstatement. However, this failure to respond will not affect the faculty member's right to subsequent recalls according to the provisions below.
 - a. A faculty member shall be entitled to reinstatement to the discipline(s) from which he or she is on involuntary leave-of-absence for a period of four (4) years from the effective date of the commencement of the involuntary leave of absence.
 - b. A faculty member shall be entitled to reinstatement to a discipline(s) other than the discipline(s) from which the faculty member is on involuntary leave-of-absence for a period of four (4) years from the effective date of the commencement of the involuntary leave-of-absence provided that the faculty member has at least the equivalent of a bachelor's degree with thirty-(30) semester hours in the new discipline(s) to which the faculty member is to be assigned.
 - c. A faculty member shall be entitled to reinstatement to a split-discipline assignment or reassignment as defined in Article V, Section Five for a period of two (2) years from the effective date of the commencement of the involuntary leave-of-absence.

Article V: Personnel Procedures for Faculty
Section Six: Staff Reduction (con't)

- D. If a faculty member is placed on an involuntary leave-of-absence, the following provisions regarding reassignment shall apply.
1. If a faculty member affected by said decision meets the teaching qualification in a discipline or disciplines other than that within which he/she is teaching, and, if a position is open in such discipline or disciplines, then this faculty member has the right to fill this opening before a new faculty member. If, while on an involuntary leave-of-absence, a faculty member pursues additional course work and qualifies for a teaching position which is open in another discipline, he/she shall be transferred to that discipline in accordance with the reinstatement provisions of this Agreement.
 2. If the unusual circumstances arise in which more than one faculty member is covered by the preceding provision, then the criteria for determining which faculty member shall fill said opening shall be in the same manner as stipulated in paragraph B, four (4) above.
- E. The College agrees to offer part-time employment to full-time, continuing-status faculty members on involuntary leave-of-absence under the following conditions:
1. A faculty member on involuntary leave-of-absence shall have the first right to any part-time or overload classes in his/her discipline.
 2. A faculty member on involuntary leave-of-absence shall have the first right to any part-time or overload classes in other discipline(s), providing the faculty member has at least thirty (30) semester hours in each discipline(s) where such classes are sought. In the case of vocational/technical courses, the faculty member must meet the qualifications for vocational/technical endorsement.
 3. The right to overload classes as defined in Article VI, Section Three, K-1-d shall be subordinated to the right of a faculty member on involuntary leave-of-absence to be employed part-time.
 4. A faculty member on an involuntary leave-of-absence shall have first preference for part-time or overload classes available prior to any full-time faculty member who is not on involuntary leave-of-absence. Should more than one faculty member on an involuntary leave-of-absence seek part-time employment, seniority shall prevail.

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Section Six: Staff Reduction (con't)

5. The faculty member on involuntary leave-of-absence shall advise the appropriate Dean that he/she is interested in obtaining part-time employment. Such notice shall be not less than thirty-(30) calendar days prior to the commencement of any semester for which the faculty member seeks part-time employment. Such notice shall include the telephone number at which the faculty member, or the faculty member's designee, can be located.
 6. In the event part-time or overload classes are available, the Dean or his/her designee shall notify the faculty member or his/her designee as soon as possible prior to commencement of classes. The faculty member shall either accept or reject the offer of part-time employment and shall advise the Dean or his/her designee of the faculty member's decision as soon as possible but no later than eight (8) hours after notification by the Dean or his/her designee.
 7. In the event that a full-time, continuing-status faculty member subsequently has a class cancelled pursuant to the provisions of this Agreement, then the part-time employment offer may be withdrawn by the Dean to make up a full load for the continuing-status faculty member who is not on involuntary leave-of-absence.
- F. The term discipline as used in this section is defined in Appendix E, paragraph G.

Article V: Personnel Procedures for Faculty
Section Seven: Coaching and Special Assignments

- A. All coaching and special assignment positions, as listed in Article VII, Section Two, D shall be voluntary.
- B. Coaching and special assignment positions shall be filled in accordance with the following provisions:
 - 1. All vacancies shall be posted in a predetermined location in the administrative area.
 - a. Notice of such vacancies shall provide fourteen (14) days' time prior to the deadline for accepting applications to permit any qualified faculty member to make necessary application.
 - b. A copy of each "Notice of Vacancy" shall be sent to the President of the Association.
 - 2. Qualified full-time faculty members shall be given priority for coaching and special assignments at the time of initial posting. In the event an adjunct faculty member is selected for a posted position, his/her appointment shall be automatically renewed, except as provided in paragraph C below.
- C. Appointments to coaching and special assignment positions shall be annual, with the following provisions:
 - 1. All appointments shall be automatically renewed unless the faculty member has proven unsatisfactory in the performance of his/her duties, as determined by an annual evaluation.
 - 2. If performance is deemed to be unsatisfactory, the faculty member shall be so informed no later than the last day of the winter semester.
 - 3. If the Board of Trustees approves changes in the intercollegiate athletic program, a position may be terminated.
- D. There shall be one (1) yearly written evaluation of performance for each coaching and special-assignment position, to be completed by the appropriate Dean.
 - 1. This evaluation is to be completed no later than thirty-(30) college days following completion of the assignment, but under no circumstances later than the last day of the winter semester.
 - 2. If the faculty member does not agree with such evaluation, he/she shall be entitled to a conference with the President of the College or his/her representative and may append any written comments desired to the evaluation.

Article V: Personnel Procedure for Faculty

Section Seven: Coaching and Special Assignments (con't)

- E. Job descriptions for coaching and special assignments shall be placed on file with the appropriate Dean.
- F. Compensation for coaching and special assignment positions shall be in accordance with Article VII, Section Two, D.

ARTICLE VI

Conditions of Employment

Section One: General Workload Provisions

- A. Full-time faculty members shall attend Commencement; requests for absence shall not be unreasonably denied. Adjunct faculty may be extended an invitation to attend Commencement. Attendance at all other College-sponsored functions and activities shall be voluntary. Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College.
- B. Faculty members are encouraged to attend College Forum meetings and to serve on at least one Forum standing committee. Forum attendance and committee membership shall be voluntary.
- C. Faculty members on a rotation basis may be asked to supervise at College functions. In the event a faculty member who has agreed to supervise at a College function is unable to do so, it shall be his/her responsibility to find a substitute and notify the Office of Student Affairs of the change. Faculty members on a rotation basis may be requested to perform certain extra-curricular duties to provide normal activities for the benefit of the students. When there is no voluntary response to such requests, the College shall have the authority to assign faculty members to perform these duties.
- D. The College Calendars for the term of this Agreement are set forth in Appendices A-1, A-2, and A-3.
 - 1. Faculty members shall not be required to report for work during semester break and student holidays, except as provided in the calendar.
 - 2. There shall be no deviation from or changes in the College Calendar, except by mutual agreement between the Board and the Association.
 - a. By mutual consent of the faculty member and the Dean of Instruction, scheduling of classes may deviate from this calendar, providing advance written notice of such deviation is provided the Association president; and
 - b. Any deviations from the calendar are within guidelines established by the College Academic Review Committee and accepted by the College and the Association.

Article VI: Conditions of Employment

Section One: General Workload Provisions (con't)

- 1) The Academic Review Committee shall develop these guidelines by the end of the academic year, 1988-89, and submit them to the College and the Association for consideration and possible ratification and amendment to the Agreement.
3. The College Calendars for the term of the next Agreement shall be mutually arrived at by the Board and the Association on or before December 15 of the last year of this Agreement.
- E. The College day, with the exception of the final examination period and commencement, shall begin at 8:00 a.m. and conclude at 10:00 p.m. with the exception of Nursing and LRC faculty. Any extension of these hours shall be by mutual agreement between the Dean and the faculty member involved.
1. For Nursing faculty, the College day shall begin no earlier than 7:00 a.m. and conclude no later than 11:00 p.m.
 2. For LRC faculty, the College day shall begin no earlier than 7:30 a.m. and conclude no later than 10:00 p.m.
- F. The academic year for a full-time faculty member will consist of a fall and winter semester only. The College year shall include fall and winter semesters and spring and summer sessions.
- G. The work year for faculty members shall be one of the following, as determined at the time of initial hiring or as mutually agreed upon thereafter:
1. Twelve (12) months, which shall include the time equivalent of the fall and winter semesters and the spring and summer sessions.
 2. The academic year with an assigned six (6) week spring or summer work period.
 3. The academic year with voluntary extension of the work year in accordance with the provisions for extra-duty assignments outlined herein.
- H. An Instructional Environment Committee, composed of four Administrators, appointed by the College President, and four faculty members, appointed by the Association President, shall meet regularly to discuss issues relating to faculty workload and carry out the responsibilities outlined herein, including:

Article VI: Conditions of Employment

Section One: General Workload Provisions (con't)

1. A study of how to staff open-access laboratories effectively and efficiently.
2. Serving as the committee to review and decide requests for changes in maximum class sizes during the 1988-89 College year, superseding the procedure for changing class size maximums outlined in Section Three of this Article.
3. Making an annual report to the President of the College and the President of the Association on or before March 1 of each year.

1988-91 FACULTY AGREEMENT

Article VI: Conditions of Employment

Section Two: Non-teaching Faculty Workload

- A. Non-teaching faculty members' work assignments shall be made by the administrator in charge of the area in consultation with the faculty member involved and in accordance with the faculty member's specialty and qualifications.
- B. Because of the nature of non-teaching faculty member's assignments, those provisions in the Agreement regarding conference hours and academic advising shall not apply.
- C. Non-teaching faculty members may be assigned teaching responsibilities as part of their regular work assignments if so stated as part of their job description upon hiring or thereafter if mutually agreed upon by the faculty member and the administrator in charge of the area.
- D. For teaching responsibilities assigned to or voluntarily accepted by non-teaching faculty members, teaching contact hours shall be converted to clock hours using the following equation, then subtracted from the faculty member's work week:

$$\frac{\text{clock hours (n)}}{35 \text{ hours}} = \frac{\text{teaching contact hours assigned}}{\text{maximum contact hours of assigned discipline}}$$

- E. Non-teaching faculty members shall be allowed a reasonable amount of time during working hours to sponsor student clubs and activities, and attend College Forum meetings, committee meetings, Association meetings, and College-sponsored activities.
- F. The work week for non-teaching faculty members shall be thirty-five (35) hours over five (5) days, Monday through Friday.
- G. The workday for non-teaching faculty members shall be eight (8) consecutive hours, including a one (1) hour lunch/dinner period and rest breaks equal in time to thirty (30) minutes a day.
 - 1. Assignments after 4:00 p.m. shall be assigned according to a rotational schedule established by the faculty members in each area.
 - 2. If non-teaching faculty are given special assignments, such as evening assignments, weekend assignments, or special College Nights, equivalent released time shall be arranged with the administrator in charge of the area.
- H. Assignments which are extensions of the non-teaching faculty member's workday, week, or year shall be considered either overtime or extra-duty assignments, and shall be subject to the following provisions:
 - 1. All such assignments shall be voluntary.

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Article VI: Conditions of Employment

Section Two: Non-teaching Faculty Workload (con't)

2. Assignments shall be made in accordance with a rotational system established by the faculty members in the area.
3. Assignments shall be made by the administrator in charge of the area in consultation with the faculty members involved.
4. Overtime and/or extra-duty assignments shall be limited to no more than fifteen (15) hours per week during the Fall and Winter semesters, and no more than thirty-five (35) hours per week during the spring or summer sessions.
5. Overtime and extra-duty assignments shall be staffed on a voluntary basis from the full-time faculty members assigned those duties as part of their regular assignment, unless no one volunteers, in which case adjunct faculty members shall be hired as follows:
 - a. Adjunct faculty members shall be hired on the recommendation of the administrator in charge of the area, in consultation with the faculty members of the area.
 - b. Use of adjunct faculty members shall be subject to all conditions established elsewhere in this Agreement.
 - c. Compensation for adjunct faculty members shall be in accordance with the provisions herein.
6. The provisions for overtime assignments shall be as follows:
 - a. Overtime assignments shall be defined as hours in excess of the daily or weekly limits provided herein.
 - b. Compensation for overtime assignments shall be either at the rate specified in Article VII, Section Two, A-2 or equivalent released time, as mutually agreed upon by the faculty member and the administrator in charge of the area.
7. The provisions for extra-duty assignments shall be as follows:
 - a. Extra-duty assignments shall be defined as any off-campus assignments during the College year and assignments during the spring and summer sessions.
 - b. Spring/summer assignments shall be made by the administrator in charge of the area, in consultation with the faculty members involved, before April 1 for the following spring/summer sessions.

Article VI: Conditions of Employment

Section Two: Non-Teaching Faculty Workload (con't)

- c. Spring/summer assignments shall include pay for holidays falling within a scheduled week.
- d. Compensation for extra-duty assignments shall be in accordance with the rate specified in Article VII, Section Two, A-2.

Article VI: Conditions of Employment
Section Three: Teaching Faculty Workload

- A. The work year for teaching faculty shall be the academic year of the Fall and Winter semesters only unless the faculty member was hired on an extended year as provided for in Section One, G of this Article
- B. A teaching faculty member's work week shall be defined as not more than the number of conference hours, the teaching contact-hour responsibilities, equated released time for carrying out professional duties, committee meetings, faculty meetings, and discipline responsibilities agreed to herein.
- C. The clerical work responsibilities for teaching faculty shall be limited to:
 - 1. Maintaining class books.
 - 2. Filing grade reports each semester.
 - 3. Ordering necessary textbooks, teaching supplies, laboratory supplies and, if necessary, library materials.
 - 4. Routine maintenance and clerical responsibilities will be required excluding, however, all maintenance jobs normally done by the maintenance staff including loading, unloading, and moving of equipment and supplies.
 - 5. Assist in verifying class enrollment at the beginning of each semester.
- D. Discussion, dialogue, and consultation with individual students or small groups of students is an important part of a faculty member's responsibilities as an instructor. Although these special responsibilities are usually carried out in spontaneous conferences which precede or follow classes or which occur on an ad hoc basis, a faculty member shall maintain some scheduled conference hours in his/her office so that students will be guaranteed set times for conferring with him/her. Provisions for these scheduled conference hours shall be:
 - 1. Each full-time faculty member shall schedule and maintain four (4) fifty-(50) minute conference hours per week. These conference hours shall be scheduled at different times and shall be scheduled not more than two (2) on any single day, unless approved by the Dean.
 - 2. Each faculty member shall post a schedule of his/her conference hours on or near his/her office door.
 - 3. Adjunct instructors shall schedule conference hours equal to twenty-five percent (25%) of the contact hours scheduled per week.

Article VI: Conditions of Employment

Section Three: Teaching Faculty Workload (con't)

4. Faculty teaching overload and extra-duty classes shall schedule conference hours equal to twenty-five percent (25%) of the overload or extra-duty contact hours scheduled per week.

E. Department and discipline responsibilities shall be defined as:

1. Attending no more than one (1) meeting of the discipline or department per class week or fraction of class week, providing that such meeting shall be scheduled during the regular school hours. Attendance at any additional discipline or department meeting shall be on a voluntary basis. Adjunct faculty are included in the terms of this requirement unless excused by the Dean.
2. Participation in the scheduling procedures defined herein.
3. Serving on a voluntary basis on standing or ad hoc departmental and discipline committees.
4. Faculty members, on a rotational basis established by the Dean of Student Affairs, may be reasonably and equitably required to perform the usual professional duties during the regular College registration periods as specified in the College Calendar.

F. Semesterly academic advising responsibilities shall be defined as assisting students, who have been assigned to a faculty member on an equitable basis, in the preparation of their semester schedule of courses in such a manner as to fulfill both the graduation requirements at this College and the entrance requirements of the senior institution to which they may be planning to transfer, and then formally approving this schedule.

G. For responsibilities measured in clock hours voluntarily accepted by teaching faculty, the conversion of clock hours to contact hours shall utilize the following equation:

$$\frac{\text{contact hours to be subtracted from teaching area's maximum contact hour workload}}{\text{teaching faculty's maximum contact hour workload}} = \frac{\text{clock hours assigned}}{\text{maximum clock hours of assigned area}}$$

H. Interns working in any program shall not serve to increase the faculty member's workload or be used to cause a staff reduction.

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Article VI: Conditions of Employment

Section Three: Teaching Faculty Workload (con't)

- I. A contact hour shall be defined on either a weekly or semesterly basis.
 - 1. A weekly contact hour shall be defined as any regularly-scheduled fifty (50) minutes of instructional activity.
 - 2. A semester contact hour shall be defined as any regularly-scheduled eight hundred (800) minutes of instructional activity.

- J. A teaching faculty member's teaching workload shall be defined in terms of semester contact hours, number of preparations, number of classes, and student contact hours.
 - 1. The semester contact hour load for the academic year for full-time teaching faculty shall be as follows:
 - a. Thirty-two (32) contact hours maximum/twenty-eight (28) contact hours minimum for members of the following disciplines: Accounting, Anthropology, Aviation, Business, Communications Media, Corrections, Criminal Justice, Data Processing, Education, English, Foreign Language, History, Mathematics, Office Education, Philosophy, Political Science, Psychology, Reading, Social Service Technology, Sociology, Speech, Student Development, Word Processing.
 - 1) In determining contact hour load for members of the English discipline, faculty members teaching composition courses (English 101, 101H, 102, 102H, 101T, 104, 201, 202) shall be granted four (4) contact hours toward their annual workload for each of the above mentioned classes taught.
 - b. Thirty-six (36) contact hours maximum/thirty (30) contact hours minimum for members of the following disciplines: Agriculture, Applied Power, Architectural Design, Art, Associate Degree Nursing, Astronomy, Automotive, Biology, Chemistry, Diesel, Drawing & Drafting, Electronics, Emergency Medical Technician, Engineering Graphics, Fluid Power, Food Service Management, Geography, Geology, Health Education, Manufacturing Technology, Music, Physical Education, Physical Science, Physics, Plastics, Practical Nursing, Robotics, Surveying, Technical Physics, Theatre Arts, Welding.

Article VI: Conditions of Employment

Section Three: Teaching Faculty Workload (con't)

- 1) Faculty members teaching biology laboratory classes may have schedules established which will combine two separate laboratory sections into a common lecture. No more than one such combined lecture per semester may be required of any biology instructor.
 - 2) Faculty members teaching laboratory courses other than biology, which have labs related to them may have schedules established which will combine two (2) or more lectures, as determined by the Dean based on their departmental practices during the 1970-72 college years.
- c. In determining a faculty member's contact hour load, the following provisions shall apply:
- 1) The semesterly workload shall be defined as fifty percent (50%) of the contact hour workload for the academic year.
 - 2) For faculty members teaching courses falling into more than one (1) of the categories J-1, a-b above, the contact hours required shall be prorated based on the maximum contact hour workload in each category.
 - 3) When classes are team-taught, each faculty member shall be credited with an amount of contact hours proportionate to the amount he/she teaches.
 - 4) If team-teaching requires preparation or coordination above and beyond the normal preparation, the faculty member involved may request the Dean, through the coordinator and Associate Dean or Director, to grant additional credit toward their annual contact hour load and/or credit for teaching one (1) class.
 - 5) If an off-campus class is assumed by a faculty member as part of his/her regular load, he/she shall be credited with one additional contact hour for the class taught.
 - 6) Faculty members teaching laboratory courses in the Associate Degree Nursing and Practical Nursing disciplines shall be granted a fifteen (15) minute break period each complete block of four (4) hours when scheduled in the clinical area. This break time shall be included as part of the faculty member's contact hour load.

Article VI: Conditions of Employment

Section Three: Teaching Faculty Workload (con't)

- 7) Faculty members teaching internships, practicums, field training, independent studies, and other similar courses shall be credited with one (1) contact hour for every twelve (12) to sixteen (16) student contact hours taught.
 - a) The faculty member and the Associate Dean shall determine how many student contact hours in the range specified above shall pertain to each particular course. Conflicts shall be resolved by the Dean of Instruction.
 - b) The Instructional Environment Committee shall review this provision during the term of this Agreement and develop recommendations as to how the contact hours should be calculated.

2. A preparation shall be defined as each different course (as approved by the College Curriculum Committee/listed in the College Catalog) taught by a faculty member. The maximum number of preparations per semester for full-time faculty members shall be as follows:
 - a. A maximum of five (5) preparations for members of the following departments or disciplines: Agriculture, Art, Music, Reading, except that such preparations shall include no more than three (3) academic courses.
 - b. A maximum of four (4) preparations for members of the following departments or disciplines: Food Service Management, Emergency Medical Technician, and Physical Education disciplines.
 - c. A maximum of three (3) preparations for members of the following disciplines: A. D. Nursing, Agriculture, Anthropology, Applied Power, Architectural Design, Biology, Business, Chemistry, Communications Media, Criminal Justice, Data Processing, Drawing and Drafting, Education, Engineering Graphics, English, Foreign Language, Geography, Geology, Health Education, History, Manufacturing Technology, Math, Philosophy, Physical Science, Physics, Plastics, Practical Nursing, Political Science, Psychology, Office Education, Social Service Technology, Sociology, Speech, Surveying, Technical Physics, Theatre Arts, Welding.

Article VI: Conditions of Employment

Section Three: Teaching Faculty Workload (con't)

- d. The maximum number of preparations may be exceeded with the faculty member's written approval, or, if necessary, in order to meet the workload requirements provided for herein.
3. A class shall be defined as a course section and its accompanying laboratory as identified in the College Schedule of Classes (based on the procedures for scheduling as used in the 1975-76 schedule). The maximum number of classes per semester for full-time faculty members shall be as follows:
 - a. A maximum of nine (9) classes for members of the Physical Education and Reading disciplines.
 - b. A maximum of six (6) classes for members of the following departments or disciplines: A.D. Nursing, Art, Emergency Medical Technician, Health Education, Music (including no more than three [3] academic courses), Office Education, Practical Nursing.
 - c. A maximum of five (5) classes for members of the following departments or disciplines: Agriculture, Applied Power, Biology, Business, Communications Media, Criminal Justice, Data Processing, English, Food Service Management, Geography, History, Political Science, Psychology, Sociology, Social Service Technology, Speech, Theatre Arts.
 - d. A maximum of four (4) classes for members of the following departments or disciplines: Architectural Design, Chemistry, Drafting and Design, Electronics, Engineering Graphics, Foreign Language, Geology, Manufacturing Technology, Mathematics, Physical Science, Physics, Plastics, Robotics, Surveying, Technical Physics, Welding.
 - e. One additional class may be assigned upon the faculty member's written approval, provided that the faculty member's yearly workload shall not include a number of classes in excess of twice the maximum number of classes per semester. The maximum number of classes per year may be exceeded with the faculty member's written approval.

Article VI: Conditions of Employment

Section Three: Teaching Faculty Workload (con't)

4. Beginning with the Fall, 1989 semester, the student contact hour (SCH) load for full-time faculty members shall be one hundred percent (100%) of the minimum student contact hours for the classes comprising their base load as defined in paragraph J-1 above, subject to the following conditions:
 - a. Each faculty member shall designate which classes constitute his/her base load at the time annual schedules are developed. Revisions in designated base load may be made in accordance with the provisions for schedule revision.
 - b. The minimum SCH load for a faculty member shall be defined as the total of the minimum class size as defined in this Agreement multiplied by the contact hours for all classes comprising the faculty member's base load, except as provided below:
 - 1) Any low enrollment classes below minimum class size not cancelled by the Dean shall be excluded from consideration in determining a faculty member's minimum SCH load.
 - a) Faculty members may petition the Dean to allow a low enrollment class to be taught.
 - b) If the petition is granted, the class shall be counted as part of the faculty member's minimum SCH load.
 - 2) All internship, practicum, field training, independent study, and similar classes shall be excluded from determining a faculty member's minimum SCH load.
 - 3) All single-section classes offered only once a year shall be excluded from determining a faculty member's minimum SCH load.
 - 4) Faculty members may petition the Associate Dean in advance to exclude specific classes from consideration.
 - c. If the minimum SCH load is not reached in any semester, the faculty member will be expected to make up the deficit in one of the following ways:

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Section Three: Teaching Faculty Workload (con't)

- 1) Teaching an extra class in the next semester.
 - a) This class shall be chosen from classes listed as TBA or to be taught by adjunct faculty.
 - b) Faculty members will be allowed to take colleagues' overload classes only as follows:
 - (1) Each faculty member will be allowed to schedule one overload class, if available, which will be protected against bumping by colleagues who have less than the minimum SCH load. This class is not protected against being used as a replacement for a cancelled class.
 - (2) Additional overload classes may have a faculty member's name listed, but shall be marked "subject to change" and will be open for bumping by faculty members deficient in SCH load.
 - 2) Teaching a spring or summer class that would have been his/her extra duty class as determined by the discipline rotational schedule.
 - 3) Agreeing to take proportional pay for the semester (full fringe benefits/pay based on the proportion actual SCH load to minimum SCH load).
 - 4) Arranging an alternative substitute workload with the Dean of Instruction in cooperation with members of the discipline.
- d. If the faculty member fails to make up the deficit by the end of the college year, salary for the succeeding academic year will be reduced proportionate to the deficit. This will be accompanied by a Dean's evaluation as outlined in Article V, Section Four, F.
 - e. When a faculty member fails to reach minimum SCH, he/she will be referred to a monitoring committee for the purpose of determining the cause of the SCH load shortfall and trying to improve SCH generation. The Instructional Environment Committee will serve as the monitoring committee.
 - f. Any faculty member reaching one hundred percent (100%) or more of their maximum SCH load for a semester shall receive a two hundred dollar (\$200) stipend for that semester.

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Section Three: Teaching Faculty Workload (con't)

- g. All the provisions of this paragraph regarding SCH load shall previewed during the 1988-89 College year and implemented beginning with the Fall, 1989 semester. The Instructional Environment Committee shall be responsible for monitoring the system during this trial period.

- K. Classes taught by faculty members over and above their regular teaching assignment shall be considered either overload or extra-duty assignments.
 - 1. The provisions for overload assignments shall be as follows:
 - a. Overload shall be defined as either those contact hours which are in excess of one-half (1/2) the yearly maximum contact hours or those classes which are in excess of the maximum number of semester classes, except as provided in Section Four, B.2.b.8 of this Article.
 - b. Except as provided in Section Four, B.2.b.8 of this Article, overload assignments shall be voluntary.
 - c. Except as provided in Section Four, B.2.b.8 of this Article, compensation for overload assignments shall be computed and paid during the semester in which they are undertaken.
 - 1) A faculty member who receives overload compensation for the fall semester, but whose total contact hour load for the winter semester falls below the minimum semester contact hour load, shall repay to the College that overload needed to reach the minimum semester contact hour load during winter semester.
 - 2) Such repayment shall be made during the winter semester by adjusting the faculty member's winter semester salary as described above.
 - d. A full-time faculty member has the right to overload up to a maximum of fifty percent (50%) of his/her maximum semester load each semester, if such overload is available and providing the faculty member is entitled to overload according to the discipline rotational schedule and other provisions herein.
 - 1) The Dean may waive this limitation.
 - 2) The right of a faculty member to overload shall be expressly subordinated to the right of a faculty member on involuntary leave-of-absence to assume part-time and/or overload classes as set forth in Article V, Section Six, E.

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Section Three: Teaching Faculty Workload (con't)

- e. English faculty members may not teach overload classes without the permission of the Dean.
 - f. Faculty members whose split-discipline assignment includes English may not teach overload classes without the permission of the Dean.
 - g. Beginning with the Fall, 1989 semester, a faculty member must reach seventy-five percent (75%) of his/her maximum student contact hour (SCH) load to be eligible for overload compensation.
 - 1) Maximum SCH load shall be defined as the total of the maximum class size as defined herein multiplied by the contact hours for all classes comprising a faculty member's base load.
 - 2) Once seventy-five percent (75%) of maximum SCH load is reached, all conditions governing overload (above) shall apply.
 - 3) Extra-duty classes shall be excluded from this seventy-five percent (75%) requirement.
2. The provisions for extra-duty assignments shall be as follows:
- a. Extra-duty assignments shall be defined as either:
 - 1) Summer school assignments.
 - 2) Off-campus assignments that are not undertaken pursuant to staff reduction, voluntarily substituted for an on-campus assignment after 5:00 p.m., or voluntarily accepted as part of a regular work schedule.
 - b. Extra-duty assignments shall be voluntary.
 - c. Compensation for extra-duty assignments shall be paid during the semester or spring/summer session in which they are undertaken.

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Section Three: Teaching Faculty Workload (con't)

- L. Any proposed change in maximum class size for each offering, if different from the previous year, shall be determined prior to the establishment of the annual course offerings for the subsequent year. Requests for a change in maximum class size may be made by the Dean or his/her designee or by members of the affected discipline, and shall be forwarded to the President of the Association. Changes in maximum class size shall not exceed five (5) in any course offering. These maximum class sizes shall then become discipline policy and any deviation from this policy shall be allowed only with the written permission of the faculty member involved. These maximum class sizes shall stay in effect until altered by one of the methods outlined below. Class size for any course not previously offered shall be determined by mutual agreement between the Dean of Instruction and the discipline, employing past class size policies as a guideline.
1. Increases in class size maximums shall be effected as follows:
 - a. If the Dean or his/her designee and all members of the affected discipline agree to the proposed change, then the new class size maximum shall then become discipline policy and any deviation from this policy shall be allowed only with the written permission of the faculty member involved.
 - b. In cases where there is no unanimous agreement to change the maximum class size, the class size maximum for the discipline shall be determined by a class-size committee.
 - 1) The committee shall be composed of:
 - a) Three administrators: The Dean of Instruction; the Associate Dean or Director for the discipline affected; and the administrator of another area/division, to be selected by the Dean.
 - b) Three faculty members: One full-time faculty member of the affected discipline; one full-time faculty member from another discipline in the same area to be selected by the affected discipline; and one full-time faculty member from another area, to be selected by the Association.

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Section Three: Teaching Faculty Workload (con't)

- 2) Procedures for the establishment of the class size committee shall be as follows:
 - (a) Request for the establishment of a class size committee shall be made in writing to the affected discipline by the administration desiring a change, or to the administration by the discipline desiring a change. A copy of that request shall be forwarded to the President of the Association.
 - (b) Two weeks shall be allowed, following the written request, for the discipline to select its committee member and the faculty member from another discipline, and for the Association to appoint the third faculty member, and for the administration to select its members of the committee.
 - (c) The requesting party shall schedule, no earlier than four weeks from the date of the written request, a meeting of the committee in order to present reasons and the rationale and to discuss and/or dispose of the request. The requesting party will chair the meeting.
 - (d) An additional meeting may be held because of extenuating circumstances. Responsibility for arranging said meeting would be that of the requester. This should follow within one week of the first meeting.
 - 3) In case of a tie vote in the committee, no change shall be made, unless either party finds such tie vote unacceptable. In cases such as these, either or both parties may present an appeal in a hearing with the Board of Trustees who will make a final determination.
2. Decreases in class size maximums shall be effected as follows:
- a. Requests for decreases in class size shall be limited to no more than six (6) per college year.
 - b. In cases where there is no unanimous agreement to decrease the maximum class size, the question of class size maximum for the discipline shall go to a committee composed as in (a) (1) and (2) above.

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Section Three: Teaching Faculty Workload (con't)

- 1) This committee shall make a recommendation to the Dean of Instruction, who shall have the final authority to accept or reject this recommendation.
 - 2) The class size maximum shall be decreased only upon the agreement of the Dean of Instruction.
- M. Experimentation by the individual faculty member or disciplines, in class size, laboratory contracts, methods of instruction, and media shall be encouraged.
- N. In order to provide instructional leadership and orderly day-to-day administration of the academic departments and disciplines of the College, the following provisions regarding the positions of Department Chairperson and Discipline Coordinator shall apply:
1. The department and discipline structure is found in Appendix H-1.
 2. The members of each department shall elect a chairperson in accordance with the provisions below.
 3. The members of each discipline shall decide whether or not they wish to elect a Discipline Coordinator.
 - a. If the decision is to elect a Discipline Coordinator, such election shall be in accordance with the provisions below.
 - b. If the decision is to not elect a Discipline Coordinator, the Department Chairperson shall assume the responsibilities and compensation accorded the Discipline Coordinator.
 4. The position of Department Chairperson shall be defined as follows:
 - a. The position description is found in Appendix H-2.
 - b. Position specifications:
 - 1) Full-time faculty position.
 - 2) Elected annually by the department members according to democratic procedures established by the department.

If the Chairperson selected by a department is unacceptable to the Dean of Instruction, the Dean may request the department to make another selection.
 - 3) May be reelected indefinitely.

Article VI: Conditions of Employment

Section Three: Teaching Faculty Workload (con't)

- 4) Shall be removed from position by the department if the Associate Dean or Director so requests on the basis of failure to perform adequately the duties as per the position description.
 - 5) Evaluated each year by the department and Associate Dean or Director.
 - 6) Will be available on call throughout vacation periods or have a designated department substitute available.
 - 7) If, due to personal emergency, resignation occurs the department shall then elect a new chairperson, who shall assume the duties and pay.
 - 8) A department chairperson may delegate any of his/her responsibilities to full-time faculty members in the department, in which case those faculty members shall receive the compensation assigned that responsibility.
- c. Department Chairpersons shall be compensated according to the point system outlined below, with the following provisions:
- 1) Points shall be determined at the beginning of the fall semester, based on the previous College year figures.
 - a) Points shall be adjusted to reflect the current College year figures as soon as possible following the beginning of the spring session, but in no instance later than June 30 of that year.
 - b) If the adjustment results in an increase in compensation, this increase shall be paid no later than June 30 of the current year.
 - c) If the adjustment results in a reduction of compensation, the Department Chairperson shall arrange, with the Dean of Instruction, a plan to accommodate this reduction.
 - 2) Each Department Chairperson shall be allocated a minimum of 300 points.
 - 3) Compensation for the first 300 points shall be in the form of four (4) hours of released time per semester from the Department Chairperson's teaching load.
 - 4) Points accumulated over the minimum of 300 shall be compensated at the rate of \$10.00 per point.

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Section Three: Teaching Faculty Workload (con't)

d. Point System

1)	Department responsibilities as per job description	100.0 points
2)	Full-time faculty not being evaluated (per individual)	5.0
3)	Full-time faculty being evaluated (per individual)	7.5
4)	Adjunct faculty (per individual)	7.5
5)	Student contact hours (SCH) taught within department during college year (per 4000 SCH)	.5
6)	Supervision of secretaries and laboratory technicians, where applicable (per individual)	10.0
7)	Coordination of program advising (per 10 students or fraction thereof, per curriculum major)	.2
8)	5312 and 5600 budget accounts supervised (per account, per cost center)	1.0
9)	State CIP (Categories of Instructional Programs) within the department (per CIP)	5.0
10)	Special assignment, as deter- mined by the Dean of Instruc- tion (per assignment)	1.0-100.0

5. The position of Discipline Coordinator shall be defined as follows:

a. The position description is found in Appendix H-3.

b. Position specifications:

1) Full-time faculty position.

2) Elected annually by discipline members unless there is only one person in the discipline, in which case that person automatically becomes Discipline Coordinator if he/she so desires.

Article VI: Conditions of Employment
Section Three: Teaching Faculty Workload (con't)

3) May be reelected indefinitely.

4) Teaches 100% teaching load.

c. Discipline Coordinators shall be compensated according to the point system outlined below, with the following provisions:

1) Points shall be determined during the winter semester, based on the figures for that College year, and compensation shall be paid by the end of the winter semester.

2) Points accumulated according to the system below shall be compensated at the rate of \$10.00 per point.

d. Point System

1) Full-time faculty not being evaluated (per individual) 5 points

2) Full-time faculty being evaluated (per individual) 7.5

3) Adjunct faculty (per individual) 7.5

There will be no compensation for 4) and 5) below unless the individual is receiving compensation for 1), 2) and 3) above.

4) Different courses taught within discipline during college year (per course) .1

5) Number of sections taught within discipline during college year (per section) .1

O. A field trip shall be defined as any educational activity which requires students and faculty members to leave the campus.

1. The College shall make available on a first-serve basis to all departments for field trips one (1) fifteen (15) passenger van and, if available, supply one additional vehicle.

2. Mileage shall be reimbursed at the rate agreed to herein.

3. Upon the filing of a travel voucher, the College shall continue to provide travel-accident-liability insurance whenever the faculty member is required to drive on such College business.

Article VI: Conditions of Employment

Section Three: Teaching Faculty Workload (con't)

4. It is understood that if students provide their own transportation there is no travel-accident-liability coverage provided by the College to the student or any passengers.
5. There will be no reimbursements for mileage for students driving their own vehicles on field trips.

P. Academic Freedom Provisions:

1. Educational institutions must be dedicated to serving the community. The free search for truth and its proper dissemination is a fundamental part of this service. Academic freedom is essential to both teaching and research, and protects the rights of the faculty member and the student. The basic right to academic freedom carries equally major responsibilities.
2. The faculty member shall have the freedom to present subject matter and report the truth as he/she sees it both in the classroom and in reports of research activities.

Article VI: Conditions of Employment
Section Four: Scheduling

- A. The basic principle of the annual scheduling of course offerings and establishing of the schedules of individual faculty members is to provide for the effective and orderly matching of student needs and use of instructional staff.
1. The scheduling process shall not incorporate the principle that faculty members should be on campus a particular number of hours per day or per week.
 2. In order to determine schedules, disciplines shall be allotted certain rooms and facilities on a priority basis; when conflicts arise, the Dean shall make the final determination.
 3. Disciplines and individual faculty members shall develop annual schedules, including fall, winter, spring, and summer semesters/sessions.
 4. A full schedule of freshman-sophomore level courses beyond the basic courses shall be offered.
 5. In order to determine whether or not student, faculty, institutional, and community needs are being met, the Instructional Environment Committee will examine scheduling procedures during the term of this Agreement. If it is determined that changes are necessary, the Committee will make a recommendation to the College and the Association for such change.
- B. Discipline and individual faculty schedules shall be developed in three stages as follows:
1. The annual discipline schedule outline (including fall, winter, spring, summer semesters/sessions, on- and off-campus), composed of all annual discipline course offerings, the number of sections offered and the hours when the sections shall be offered, shall be developed no later than the end of the fourth week after the beginning of the winter semester. The schedule shall be developed as follows:
 - a. The Associate Dean shall provide the Department Chairperson with all pertinent scheduling information no later than the end of the second week after the beginning of the winter semester.
 - b. The Discipline Coordinator, in cooperation with the members of the discipline, shall develop the annual discipline schedule, based on the following:

Article VI: Conditions of Employment

Section Four: Scheduling (con't)

- 1) The offering of sufficient courses to provide a full load for all full-time faculty members in the discipline each semester, unless past enrollment patterns indicate that a full load for all full-time faculty members would not be possible in the winter semester, then the fall and winter discipline offerings may be appropriately imbalanced.
 - 2) A course schedule that will allow students to follow the suggested schedule for programs outlined in the College catalogue, taking one- and two-year programs into consideration.
 - 3) Past course offerings, modified by:
 - a) Enrollment data.
 - b) Anticipated enrollments.
 - c) New courses approved by the Curriculum Committee.
 - d) Interdisciplinary conflicts.
 - e) Special requests from other disciplines.
 - 4) In order to provide consistency for students, classes after 6:00 p.m. shall be scheduled as follows:
 - a) All classes shall end by 10:00 p.m.
 - b) Classes scheduled for four (4) contact hours per night shall begin at 6:15 p.m. and end at 10:00 p.m.
 - c) Classes scheduled for three (3) contact hours per night shall begin and end in accordance with one of the following schedules:

6:30 p.m.	-	9:20 p.m.
7:00 p.m.	-	9:50 p.m.
 - d) Any exceptions to the above must be mutually agreed to by the faculty member, Discipline Coordinator, and Associate Dean.
- c. The Discipline Coordinator shall submit the discipline annual schedule outline to the Department Chairperson by the end of the fourth week, who shall submit the schedule to the Associate Dean for approval.

Article VI: Conditions of Employment
Section Four: Scheduling (con't)

- 1) If the discipline and Associate Dean do not agree on the discipline annual schedule, the Dean of Instruction shall have the final authority to set the schedule at this point.
 - 2) The Associate Dean shall return the approved discipline schedule outline to the discipline by the end of the fifth week.
2. Following approval of the annual discipline schedule outline, individual faculty members shall compose their schedules, utilizing the total annual discipline schedule, and submit these schedules to the Discipline Coordinator. All such individual faculty class schedules shall be compiled into a discipline master schedule and submitted to the Department Chairperson by the end of the seventh week.
- a. This schedule shall be approved unless the Associate Dean discovers that the master schedule and/or individual schedules are not in accordance with the provisions herein or the discipline offerings. The Associate Dean shall, in writing, identify and explain such findings and instruct the discipline to modify the schedule in accordance with the findings.
 - b. Individual faculty schedules shall be based on the following:
 - 1) All full-time faculty member assignments shall be determined on a discipline rotational system based on professional competence, priority rights, and interest.
 - 2) The only exception to the above provision is that the Association President, the Professional Negotiations Committee of no more than five (5) individuals, and the Professional Rights and Responsibilities chairperson shall submit a schedule of their choice each semester to their respective disciplines. These schedules shall meet the contractual yearly workload provisions.
 - 3) No classes shall be scheduled for 3:00 p.m. Tuesday.
 - 4) Sections of classes and days of the week shall be submitted by individual faculty members.
 - 5) Whenever possible, individual faculty members should not schedule more than two lecture classes back-to-back.
 - 6) Whenever possible, faculty members attending classes at other institutions of higher education shall be given consideration in arranging their schedules.

Article VI: Conditions of Employment
Section Four: Scheduling (con't)

- 7) Faculty members may use classes taught during the Spring and/or Summer sessions to achieve their required annual minimum load, subject to the following conditions:
 - a) The use of contact hours taught during Spring/Summer sessions shall be voluntary on the part of the faculty member.
 - 1) Whenever possible, faculty members shall front-load contact hours taught during Spring/Summer sessions, to be used as part of their annual workload for the following academic year.
 - 2) If a faculty member has failed to achieve the minimum annual workload during the academic year, contact hours taught during the subsequent Spring/Summer sessions may be used to achieve such minimum annual load.
 - b) The use of contact hours taught during Spring/Summer sessions as part of a faculty member's required annual load must be approved by the Associate Dean.
- 8) A faculty member's semester schedule should be made up of half his/her annual load; a semester schedule may be imbalanced as follows:
 - a) Pursuant to the implementation of semester imbalancing (above) and/or class cancellation.
 - b) The faculty member may request an imbalancing through the Coordinator subject to the approval of the Dean.
- 9) If a faculty member has a class that meets after after 5:00 p.m. as part of his/her regular schedule, he/she shall be given first choice in selecting his/her day schedule within the limitations of the discipline and the established schedule. This provision shall not apply to faculty members volunteering for a class commencing after 5:00 p.m. after the total college class schedule has been published.

Article VI: Conditions of Employment

Section Four: Scheduling (con't)

- 10) Any faculty member whose regular load includes a class after 5:00 p.m. shall not have his/her proposed schedule disapproved solely because it does not reflect a schedule covering five days.
- c. When all discipline schedules have been completed, they shall be included in the total college class schedule.
 - 1) In the event that the discipline master schedules result in room allocation conflicts and/or interdependent discipline scheduling conflicts, the Associate Dean shall outline the problem and direct the appropriate disciplines and/or faculty members to address the problem and resolve the conflict in a suitable, timely fashion.
 - 2) If agreement is not reached by the affected parties, the Dean of Instruction may draft and implement appropriate adjustments to resolve the problem.
3. Once the total College class schedule has been established, discipline and/or individual schedules may be revised as follows:
 - a. Fall and Winter schedules may be revised by:
 - 1) Class cancellation policies provided for in subparagraph C. below.
 - 2) Anticipated changes in enrollment.
 - 3) Additional offerings as determined by the Associate Dean and Coordinator after registration has begun.
 - 4) Mutual agreement between the Dean, Coordinator, and the faculty member.
 - b. Spring and/or summer schedules may be revised by implementation of class cancellation provisions or by mutual agreement between the Associate Dean, Coordinator, and the affected faculty member.
- C. Provisions for class cancellation shall be as follows:
 1. Classes having fewer than the minimum number of students provided below may be cancelled by the Dean at the close of the regular registration period.
 - a. For all classes, except as provided in b. and c. below, the minimum shall be fifty percent (50%) of maximum class size or ten (10) students, whichever is greater.

Article VI: Conditions of Employment

Section Four: Scheduling (con't)

- b. For single-section classes that are combined and taught at the same time, the minimum combined total shall be ten (10) students.
 - c. For a laboratory class associated with a common lecture, the minimum shall be ten (10) students, providing that there is sufficient space in uncancelled laboratory sections to accommodate all the students enrolled in any cancelled sections.
2. If a class which meets after 5:00 p.m. is subject to cancellation, a faculty member may request of the Dean that the class remain open until after the first class meeting.
 - a. If the class is still cancelled, the faculty member shall not be compensated for that class meeting.
 - b. Provision (a) above does not pertain to spring and summer sessions and off-campus classes.
3. Any class being offered for the first time shall not be cancelled until after the first class meeting.
4. Any faculty member having a class cancelled must then assume any available workload identified below in order to fulfill his/her workload obligations.
 - a. If said faculty member's schedule includes an overload class, then this overload class shall be substituted for the cancelled class.
 - b. Any overload class which the faculty member is qualified to teach offered by the discipline in the semester.
 - c. An off-campus class offered by the discipline within the College district which the faculty member is appropriately qualified to teach must be assumed. Out-of-district classes offered by the discipline may be voluntarily assumed by the faculty member. If an out-of-district class is not voluntarily assumed, the faculty member's salary shall be reduced by the proportion that the cancelled class bears to the yearly maximum contact-hour load.
 - d. By discipline agreement, adjustments in the discipline master schedule allowing for other class substitutions may be made subject to the approval of the Dean.

Article VI: Conditions of Employment
Section Four: Scheduling (con't)

7. Failure of a faculty member to accept any available substitute responsibilities as defined above to fulfill his/her workload obligations shall constitute just cause for dismissal, which shall be initiated through the dismissal procedure outlined in Article V, Section Three.

Article VI: Conditions of Employment

Section Five: Spring and Summer Sessions and Off-campus Programs

- A. The total college program should reflect the College's commitment to its philosophy of serving the community with a well-rounded curriculum consistent with the overall college program and policies. Thus the formulation, scheduling, and staffing shall be determined by the provisions of this section.
- B. Program formulation:
1. Spring and summer session and off-campus classes shall be scheduled at the same time as fall and winter semester on-campus classes and shall be scheduled in accordance with the provisions of Section Four of this Article.
 - a. The basic outline of offerings for each off-campus center shall be the responsibility of the Dean of Instruction, in cooperation with the Department Chairpersons.
 - b. Individual disciplines and/or individual faculty members reserve the right to recommend any additional courses beyond the basic outline.
 2. For the benefit of students, basic required courses shall be offered each semester and each spring and summer session.
 3. Each class, including final exam, shall meet a total of eight hundred (800) minutes for each class contact hour.
 - a. Faculty members shall be allowed leave time as provided in Article VIII, Section Two, C-3.
 - b. If class time is missed in addition to leave time provided above, such time shall be made up or the faculty member's salary shall be proportionately reduced.
- C. Staffing of spring and summer sessions and off-campus:
1. Spring and summer sessions and off-campus shall be staffed on a voluntary basis from the full-time faculty in the disciplines involved. When this staffing is not possible, other faculty members who are qualified to teach these classes shall be granted the right of first refusal. The Dean or his/her designee shall make this known to all faculty in time to give them a chance to teach the classes. The only exceptions to this paragraph are as follows:
 - a. As provided for in the provisions for class cancellation (Section Four, C).

Article VI: Conditions of Employment

Section Five: Spring and Summer Sessions and Off-Campus Programs (con't)

- b. In the Associate Degree and Practical Nursing disciplines, if spring and/or summer sessions cannot be staffed voluntarily by full-time faculty, they shall then be staffed voluntarily by adjunct faculty. If not enough faculty volunteer, faculty members in these disciplines shall be assigned classes on a rotational basis.
 - c. When no full-time faculty member volunteers for the class.
 - d. When a specialized class is offered which requires professional resource personnel other than those within the department.
2. All full-time faculty member staffing assignments are to be determined on a reasonable and fair rotational system established by the individual discipline which shall take into consideration professional competence, priority rights and interest.
- D. Provisions for class size for off-campus courses, spring and summer sessions, and scheduled overload assignments:
1. The maximum class size for off-campus, spring and summer sessions, and overload shall be the same as those established by this Agreement for regular classes.
 2. Off-campus classes having fewer than ten (10) students prior to the second class meeting may be cancelled by the Dean. Off-campus classes with fewer than ten (10) students shall not be cancelled by the Dean if the faculty member agrees to teach the class for the salary determined in a and b below:
 - a. The total of the state aid per student for each course and tuition per student for such course.
 - b. The salary for the course in accordance with the formula in Article VII, Section Two, A, plus College-paid mileage and College-contributed FICA and Retirement.

If income as computed in 2-a is less than expenses as computed in 2-b, the salary paid shall be equivalent to income minus College-paid mileage and College-contributed FICA and Retirement.

Article VI: Conditions of Employment

Section Five: Spring and Summer Sessions and Off-Campus Programs (con't)

3. Spring and summer session classes having fewer than ten (10) students prior to the second class meeting may be cancelled by the Dean. Spring and summer session classes with fewer than ten (10) students shall not be cancelled by the Dean if the faculty member agrees to teach the class for the salary determined in a and b below. A course for which a portion of the contact hours are overload shall be subject to the class cancellation provision of Section Four-C. The faculty member's salary shall be arrived at by determining the lesser of:
 - a. The total of the state aid per student for each course and tuition per student for such course.
 - b. The salary for the course in accordance with the formula in Article VII, Section Two, A, plus College-paid mileage and College-contributed FICA and Retirement.

If income as computed in 3-a is less than expenses as computed in 3-b, the salary paid shall be equivalent to income minus College paid mileage and College-contributed FICA and Retirement.

4. The faculty member may decline to teach any course where his salary would be determined by 2-a or 3-a above.
 5. The provisions of this paragraph are also applicable to classes taught by adjunct faculty members with salary provided in Article VII, Section Two, B.
- E. Schedules and salaries for the non-college credit Adult Education Programs are to be determined by the Director of Continuing Education.
 - F. Compensation, at the proportional rate, shall be paid for one (1) regular meeting of any off-campus or spring or summer session class which is cancelled after the first meeting.
 - G. Mileage shall be paid at the standard rate of the College as provided in Article VII, Section One, I.

Article VI: Conditions of Employment

Section Six: Teaching Environment, Equipment, Supplies

- A. The Board shall continue its efforts to maintain adequate office and teaching areas. A procedure shall be established between departments and Deans which will permit faculty to participate in the study, formulation, and recommendations for the purpose of improving these areas within budgetary limitations. These recommendations shall include a priority rating for inclusions in budgetary considerations.
- B. In addition to standard classroom and laboratory equipment, such as a functioning clock, desk, lectern, chair and/or stool, overhead projector and cart, permanent screen, and window coverings as needed, additional equipment as recommended in paragraph A above shall be provided as funds become available as a number one priority and adequately maintained through general operational funds.
- C. Faculty offices, if necessary, shall be shared by no more than three (3) faculty members, and shall be equipped with a minimum of the following per faculty member as needed and requested:
1. One (1) large desk and desk chair.
 2. One (1) visitor's chair.
 3. Two (2) file cabinets, at least one (1) of which shall have a lock.
 4. At least twenty (20) linear feet of bookshelves.
 5. One (1) fully operational typewriter for each office with a maximum of three faculty members per machine.
 6. One (1) telephone extension for each individual office.
 7. Shades and/or draperies for windows.
 8. As funds become available, the College shall endeavor to provide faculty members with adequate access to photocopy machines and microcomputers as requested.
- D. Faculty members may requisition office and classroom supplies through the College Stockroom; unfilled requisitions shall be returned within five (5) days with explanations attached.
- E. Each faculty member is entitled to have in his/her immediate possession, and without charge or deposit, a key to his/her office and a key to a door of the building in which his/her office is located.

Article VI: Conditions of Employment

Section Six: Teaching Environment, Equipment, Supplies (con't)

- F. The Board shall provide maintained parking space free of charge for all full-time and adjunct faculty members.
- G. The services of the College duplicating facilities shall continue to be made available to faculty members in the reproduction of instructional materials. A priority system shall be established for the use of duplicating facilities, with formal examination materials being given first priority based on date of receipt.
- H. The College shall provide safety equipment and clothing for faculty members as required by MIOSHA. The faculty members shall use the equipment and wear the clothing at appropriate times.

ARTICLE VII

Faculty Compensation

Section One: Salary Schedule and Special Provisions

- A. Salary schedules for full-time faculty members for the term of this Agreement are found in Appendices B-1 through B-3.
- B. Upon hiring, faculty members shall be allowed a maximum of six (6) years of experience credit, determined as follows:
 - 1. Full credit for the first five (5) years of equivalent teaching and/or non-teaching experience.
 - 2. One additional year of credit shall be granted for an additional block of three (3) years equivalent teaching and/or non-teaching experience. Exceptions to this may be made by the Dean subject to the approval of the Board.
 - 3. The standard for evaluating the equivalency of graduate assistant or fellowship experience shall be the granting of no less than one (1) year of credit on the salary schedule for each twenty-four (24) contact hours of experience.
 - 4. Credit for non-contact hour graduate assistantships shall be granted on the basis of no less than one (1) year of credit on the salary schedule for each full nine (9) months of experience.
- C. Determination of credit hours beyond the MA/MS level shall be as follows:
 - 1. Hours are to be computed on a semester-hour basis.
 - 2. All graduate-level courses completed after the granting of the MA/MS degree shall be considered appropriate courses for the granting of credit, providing these are in the teaching field, a cognate field, or higher education. Any coursework and/or degree completed and submitted for credit under this provision after May 31, 1986 must be from an accredited institution. An accredited institution shall be defined as one accepted by the Council for Post-Secondary Accreditation and listed in the Council Annual Directory or an institution acceptable under the guidelines established by the National Council on Evaluation of Foreign Education. This provision shall not be retroactive; that is, the credit granted to faculty members prior to May 31, 1986, shall not be diminished.

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Article VII: Faculty Compensation

Section One: Salary Schedule and Special Provisions (con't)

3. Credit for non-credit institutes and workshops shall be granted on the basis on one (1) full week of participation being equal to one (1) semester hour of credit. Such institutes or workshops must be affiliated with or sponsored by a university or a nationally-recognized sponsor and must be in either the faculty member's teaching field, a cognate field, or higher education. Granting approval of credit shall be administered by the appropriate Dean. This provision shall be retroactive for computing credit. However, no retroactive salary adjustments shall be made.
 4. With prior approval from the Dean of Instruction, faculty members teaching vocational/technical courses may be granted three (3) semester hours credit for each block of four hundred (400) hours work experience in a business or industry related to their teaching field. A maximum of fifteen (15) credit hours may be granted for such work experience.
- D. Faculty members' salaries for those on a twelve (12) month contract shall be computed by multiplying their normal year's pay as faculty members times 1.30. Faculty members' salaries for those on a teaching faculty's work year with an assigned spring or summer work period shall be computed by multiplying their normal year's pay as faculty members times 1.15.
- E. The salary of each faculty member shall be paid on a bi-weekly basis. The first payment shall be on the first regular bi-weekly pay date after the faculty member reports. When a normal pay day would occur on a day when classes are not in session, such payment shall be available on the last day the college is open prior to the regular pay day, or, the faculty member may request that his/her check be mailed one (1) day prior to that day. Faculty members shall select, in writing, one of the following payment plans:
1. Twenty (20) equal bi-weekly payments.
 2. Twenty-five (25) equal bi-weekly payments, with the final five (5) payments paid at the same time as the twentieth (20th) payment.
 3. Twenty-six (26) equal bi-weekly payments.
- F. Faculty members shall be permitted, without charge, to attend all College-sponsored functions by showing proper identification. A faculty member may have one (1) other person accompany him/her to any such activity without charge. This shall not include performances of the International Symphony and the Little Theater.

Article VII: Faculty Compensation

Section One: Salary Schedule and Special Provisions (con't)

- G. A scholarship will be awarded to any full-time faculty member, spouse, or dependent children thereof who enroll in College credit or Adult Education courses if there are enough other paying students to warrant the continuing of the class. Unmarried faculty members may designate any legal dependents according to Internal Revenue Service standards for such a scholarship. Such faculty member, spouse, dependent children or any other dependents will pay the normal fees. In the event a contact hour fee is charged for any class(es) or course(s) taken, the scholarship awarded will include the contact hour fee for the full-time faculty member only. The spouse or dependent children of the full-time faculty member will pay the contact-hour fee.
- H. The Board shall arrange to provide free flu shots, if desired, and when available, and such TB tests as required under past established practices. If a program of voluntary, free physical examination is established by the Board, then faculty members may, if they so desire, take advantage of said program.
- I. The rate of reimbursement for approved travel shall be as follows:
1. By car, the mileage rate allowed by the Internal Revenue Service.
 - a. When the Internal Revenue Service increases the allowable rate, said increase shall go into effect at the beginning of the next semester or session.
 - b. There shall be no retroactive reimbursement when the mileage rate is increased.
 2. By commercial carrier, the actual cost.
- J. Each full-time faculty member shall be provided with a travel and conference fund in the amount of \$100.
1. A faculty member requesting monies from this fund shall file a travel request form and obtain approval of the request from the appropriate individuals, as indicated on the form, prior to travel.
 2. The discipline coordinator has the responsibility for verifying that the travel request is in accordance with established discipline policies and procedures.
 3. A faculty member may assign any or all of his/her \$100 to another faculty member in the same department; these assignments shall be in writing and shall be irrevocable after the initiation of a travel request.
 4. Subsequent to travel, a payment request form must be submitted with appropriate documentation and verification to the Business Office.

Article VII: Faculty Compensation

Section One: Salary Schedule and Special Provisions (con't)

- K. The College shall provide a \$5,000 fund for travel and conferences each year of this Agreement. Money not used in any year shall be retained in this fund and added to subsequent years' funds.
1. Money from this fund may be requested by any full-time faculty member for travel and conferences.
 2. Allocation of this money shall be by a joint Association-Administration committee composed of two administrators appointed by the College President and two faculty members (one each from Vocational-Technical Education and Liberal Arts) appointed by the President of the Association.
 3. \$1,500 may be allocated in the fall semester, \$1,500 may be allocated in the winter semester, and \$2,000 may be allocated during the summer.
 4. Any part of any semester's allocation not used during the semester may be allocated during the following semester or summer.
 5. Decisions of this committee are not grievable.

Article VII: Faculty Compensation
Section Two: Compensation for Extra Duties

A. Compensation for overload and extra-duty work performed by full-time faculty and faculty members emeritus shall be as follows:

1. For teaching faculty, overload and extra-duty compensation shall be calculated according to the following formula:

for 1988-89:

contractual salary (not to exceed salary level C-4)
x .01832 x contact hours taught

for 1989-90 and 1990-91:

contractual salary (not to exceed salary level C-4)
x .019 x contact hours taught

2. For non-teaching faculty, overload and extra-duty compensation shall be calculated according to the following formula:

for 1988-89:

contractual salary (not to exceed salary level C-4)
x .01832 + 35 x number of clock hours worked

for 1989-90 and 1990-91:

contractual salary (not to exceed salary level C-4)
x .019 + 35 x number of clock hours worked

B. Adjunct faculty shall be compensated as follows:

1. Regular Adjunct Faculty (excluding Regular Adjunct Faculty teaching clinical experience in health-related fields) shall be compensated according to the following formula:

contractual salary (not to exceed salary level C-4)
x .017 x contact hours taught

2. Regular Adjunct Faculty teaching clinical classes shall be compensated according to the following formula:

contractual salary (not to exceed salary level C-4)
x .015 x contact hours taught

3. Occasional Adjunct faculty shall be compensated according to the following schedule for the duration of this Agreement:

a. For Occasional Adjunct Faculty who were employed by the College during the 1987-88 College year, the compensation rate they were paid during 1987-88.

Article VII: Faculty Compensation

Section Two: Compensation for Extra Duties (con't)

- b. For Occasional Adjunct Faculty who were not employed by the College during the 1987-88 College year, the compensation rate per contact hour taught shall be as follows:
 - 1) For faculty members with a BA/BS degree or less: \$360/contact hour.
 - 2) For faculty members with a MA/MS degree: \$390/contact hour.
- 4. Contractual salary as used in these provisions shall be determined by where the adjunct faculty member would be placed on the full-time faculty schedule according to education and experience.
- C. Non-teaching Adjunct Faculty shall be compensated as follows:
 - 1. Regular Adjunct Faculty shall be compensated according to the following formula:
$$\begin{array}{l} \text{contractual salary (not to exceed salary level C-4)} \\ \text{x .017 + 35 x clock hours worked} \end{array}$$
 - 2. Occasional Adjunct Faculty shall be compensated according to the following schedule for the duration of this Agreement:
 - a. For Occasional Adjunct Faculty employed by the College during the 1987-88 College year, the rate they received during 1987-88 College year.
 - b. For Occasional Adjunct Faculty not employed by the College during the 1987-88 College year, compensation rate shall be:
 - 1) For faculty members with a BA/BS degree or less: \$360 + 35 x clock hours worked.
 - 2) For faculty members with a MA/MS degree: \$390 + 35 x clock hours worked.

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Article VII: Faculty Compensation

Section Two: Compensation for Extra Duties (con't)

D. Compensation for coaching assignments and special activities:

Head Men's Basketball	\$2,523	Drama Director	\$1,055
Asst. Men's Basketball	1,262	Asst. Drama Director	527
Head Women's Basketball	2,523	Dinner Theatre Food	527/
Asst. Women's Basketball	1,262	Service Director	program
Head Baseball	2,006	Debate and Forensics	1,055
Asst. Baseball	1,004	Asst. Debate U Forensics	527
Women's Softball	2,006	Choral Union Director	1,055
Golf	1,055	Radio Station General Mgr.	1,055
Tennis	1,005	Erie Square Gazette Mgr.	1,055
Intramural Director	2,099	OEA Advisor(s)	1,055
Cheerleader	1,055	DECA Advisor(s)	1,055
Foreign Student Advisor	1,055	Phi Theta Kappa Advisor	1,055

Compensation for coaching and special activities shall be adjusted during the term of this Agreement by the percentage that the base salary is adjusted for those years. Amounts shall be calculated to the nearest dollar.

E. Academic advisors during the summer shall be paid \$10.00 per hour.

F. A full-time faculty member participating in the evaluation of a full-time or adjunct faculty member at an off-campus center shall be paid twenty-five dollars (\$25.00) for each evaluation.

Article VII: Faculty Compensation
Section Three: Insurance

The Board agrees to furnish all full-time (including probationary, temporary, limited and continuing-status) faculty members the following insurance coverage:

- A. Life Insurance: the Board shall provide group term life insurance plus Accidental Death and Dismemberment insurance for each full-time faculty member in the amount of 1.0 x the faculty member's base salary, with a minimum of \$30,000. The carrier shall be selected by the Board and the premium thereon less any dividend that may be payable on said policies shall be paid by the College. Benefits shall be payable to the employee's designated beneficiary.
- B. Group Health Insurance:
1. The Board shall provide each full-time faculty member full family coverage under the Blue Cross Comprehensive Hospital Plan and Blue Shield MVF-1 Plan, the Member Liability Rider, the Family Continuation Rider, the Master Medical Option 4 Plan and the Prescription Drug Program \$2 Co-pay. The Sponsored Dependent Rider, subject to carrier restrictions, shall be available at the faculty member's own cost. Effective September 1, 1988, the Family Continuation Rider will be replaced with the Dependent Children Rider and the following programs will be added: The Prevent Program (Rider HPCP-A and HPCP-B), the Second Surgical Opinion Program (Rider PCES and PCES-II), and the Predetermination Requirement for Foot Surgery Program (Rider PRFS).
 2. In lieu of the coverage stated herein to be provided by Blue Cross-Blue Shield Master Medical, the faculty member may elect to apply toward Michigan Education Special Services Association Hospitalization and Super Medical the equivalent dollar amount of the monthly cost to the College were such a faculty member then enrolled as the beneficiary of contributions for those services and benefits provided by Blue Cross-Blue Shield Master Medical, not to exceed the cost of Michigan Educational Special Services Association Hospital and Super Medical.
 3. A faculty member desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto may arrange for a payroll deduction to cover the costs thereof. The College will make such payroll deductions to cover such costs, but the College shall not be responsible for lack of coverage resulting from faculty members' errors or failure to notify the Office of Employee Services to make deductions.
 4. Any faculty member not electing College-paid health care protection shall receive sixty dollars (\$60.00) per month to apply to a tax-sheltered annuity as per Article IV.A.5. Faculty members must elect this option on or before August 15 for the succeeding College year or within thirty (30) days of hire.

Article VII: Faculty Compensation

Section Three: Insurance

- C. Dental Insurance: The College shall provide each full-time faculty member the Delta Dental Plan C with coordination of benefits.
- D. Liability Insurance: The Board shall provide liability insurance for all full-time and part-time faculty in the amount of \$1,000,000 per incident.
- E. Disability Insurance: The Board shall provide disability income insurance for each full-time faculty member. The Board shall select the insurance carrier and pay the net premium. This insurance shall provide benefits up to 60 percent (60%) of the faculty member's regular salary excluding bonuses, overtime, and fringe benefits, to a maximum of two thousand five hundred dollars (\$2,500.00) per month up to age 65. Coverage shall start 180 calendar days from initial disability.

No new faculty member will be covered until one (1) month of continuous active employment has been completed. All faculty members, before being entitled to participate, shall sign an enrollment card during such time that he/she is in the active employment of the College. The disability coverage as defined above shall be reduced by the total of the following:

1. Any salary continuation received by the employee from the employer.
 2. Any work related benefits received from other group insurance disability benefits.
 3. Any retirement benefits receivable under the group plan.
 4. Any disability benefits received under Social Security excluding any increases in benefits commencing twelve (12) months or more after initial total disability.
 5. Any benefits receivable under Worker's Compensation or state disability benefit laws.
- F. Vision Insurance: The Board shall provide all full-time faculty members with the same benefits provided members of the College Career Plan and Educational Support Personnel under the College Vision Plan.
 - G. The Board agrees to make available any presently approved tax-sheltered annuity program as set forth in Article IV to all full-time faculty members desiring to participate in such program on a voluntary basis according to the rules and procedures in effect.

Article VII: Faculty Compensation
Section Three: Insurance (con't)

- H. With respect to paragraphs A through E of this section, the College's responsibility shall be to contract with a reputable insurance company(s) offering the minimum benefits described and pay the premiums of said policies. The provisions of the various group policies and the rules and regulations of the carrier or carriers shall govern as to the commencement and duration of benefits and all other aspects of coverage. Any proposed change of insurance company for coverages under paragraphs B and C above must be agreed to mutually by the Association and the College.

- I. Faculty members on unpaid, long-term leaves of absence shall not be eligible for coverages in paragraphs A, C, D and E above. Faculty members on an unpaid long-term leave of absence may continue their health insurance coverage by paying the cost of the monthly premium in advance to the Office of Employee Services.

Article VII: Faculty Compensation
Section Four: Early Retirement

- A. A full-time, continuing-status faculty member who has at least ten (10) consecutive years of full-time service at the College and who is eligible for Michigan Public Schools Employee's Retirement System benefits shall be permitted, with proper written notice to the Board, to elect an early retirement. The full-time faculty member shall meet the following qualifications:
1. Be less than 62 years of age at time of retirement.
 2. Notify the College no later than six (6) months before his/her retirement date of his/her election to take early retirement.
- B. A faculty member electing to take early retirement shall receive the following benefits, to be paid by the College, from the date of retirement through the College semester in which the faculty member attains age 62, not to exceed fourteen (14) semesters.
1. The yearly benefit shall be calculated as follows:
$$\$144 \times \text{number of years of full-time equated service at the College, not to exceed } \$3,600$$
 2. Benefits shall be paid at the rate of half (1/2) the yearly benefit per semester beginning after the date of retirement through the academic semester in which the faculty member attains age 62, not to exceed fourteen (14) semesters.
 - a. Benefits shall be payable in advance on the first regular pay day of the semester.
 - b. The benefits provided herein shall terminate upon the death of the faculty member.
 3. The retiree must be receiving Michigan Public School Employee's Retirement System benefits in order to receive the above benefits.
- C. The College and the Association agree that the College shall have no obligation to fill any vacancy resulting from a faculty member electing early retirement as provided above. The College shall have the option to fill such vacancy with either full-time or adjunct faculty.
- D. Those faculty members who retired under the Early Retirement provision of earlier Agreements shall be governed by the conditions of said Agreement.

Article VII: Faculty Compensation

Section Five: Voluntary Proportional Workload

- A. A full-time, continuing-status faculty member may elect to take a reduced workload for not more than two successive academic years and receive proportional pay therefor, subject to the following requirements:
1. The workload must be equal to fifty percent (50%) or more of the maximum semester workload for such faculty member.
 2. The full-time, continuing-status faculty member shall have a minimum of ten (10) years of service with the College.
 3. The proportional pay shall be based on the proportion of the maximum semester workload actually worked.
- B. The faculty member electing voluntary proportional workload shall continue to receive all fringe benefits paid to the full-time faculty. The faculty member will accrue full-time seniority.
- C. The faculty member wishing to elect the reduced workload must provide appropriate written notice to the Dean or his/her designee as follows:
1. For the fall semester, by March 1 of the winter semester prior thereto, provided that the date may be waived by the Dean or his/her designee.
 2. For the winter semester, by October 1 of the fall semester prior to the time the winter schedules are revised.
- D. It is agreed that the faculty member's election of a voluntary reduction of workload shall not prevent the College from instituting staff reduction procedures within such discipline so long as the requirements for staff reductions are followed.

ARTICLE VIII

Leaves of Absence

Section One: General Provisions

- A. Application for short-term leaves of absence, except for emergency illness, shall be submitted to the appropriate Dean on the Absence and Vacation form found in Appendix I. In all instances, except in case of an emergency, approval must be obtained prior to the absence. Applications shall be submitted to cover emergency absences, except for illness, as soon as feasible.
- B. Applications for extended absence or military leave shall be submitted in writing to the Board and shall be subject to approval by the Board in accordance with provisions herein. A statement from a physician in cases of extended illness or maternity may be requested by the Board at the faculty member's expense.
- C. If, for an appropriate reason, it is necessary to reduce a faculty member's salary because of a contractually unjustifiable absence, such deduction shall be computed at the rate defined in Appendix E, paragraph E, per full day of absence.
- D. In any case where a faculty member is absent from his/her employment by reason of an injury compensable under the Worker's Compensation Act, such faculty member shall be paid the daily amount actually earned minus the amount of daily compensation received under the Act. Leave time under the Act shall be deducted from the employee's leave time, in proportion to the daily amount paid by the College.
- E. Leave time shall be deducted only for an absence which occurs on a day for which a faculty member would normally be paid.
- F. It shall not be considered an absence when any faculty member is on college business requested and approved by the College, including court appearance and legal consultation required as a result of college employment.
- G. Return to duty will always be contingent upon the availability of a position for which the faculty member is qualified. Placement for the returning members will be given priority over new personnel, and faculty members with less seniority at the College. The faculty member has the option to return to his/her former position, if the position still exists.

Article VIII: Leaves of Absence

Section One: General Provisions (con't)

- H. Faculty members on long-term leaves other than sabbatical, which are herein specially provided for, may arrange to have the College continue to pay their medical and life insurance premiums during their leaves; such arrangements will provide for repayment of such premiums by the faculty member on a monthly or quarterly basis.
- I. For all leaves of at least one semester's duration other than emergency or sick leave, the faculty member shall be obligated to notify the College, in writing, whether or not he/she shall return to the College at the end of the leave.
 - 1. If the last semester of the leave is the Fall semester, the faculty member shall notify the College no later than October 15 as to his/her intentions regarding return to service.
 - 2. If the last semester of the leave is the Winter semester, the faculty member shall notify the College no later than March 1 as to his/her intentions regarding return to service.
- J. If a faculty member is absent for a full week or more, five (5) days sick leave shall be deducted for each complete week of absence.

Article VIII: Leaves of Absence

Section Two: Short-term Leaves of Absence

- A. Faculty members must, under established procedures, report illness. Further approval is not necessary to the extent that accumulated leave time is available.
- B. When dental or medical attention cannot be scheduled outside of school time, necessary time off shall be granted and deducted from accumulated sick leave. A minimum of one-half (1/2) day will be deducted.
- C. The provisions for sick leave shall be:
 - 1. At the beginning of each college year, each full-time faculty member shall be credited with a ten(10) day sick leave allowance to be used for absences caused by illness or physical disability of the faculty member.
 - a. The unused portion of these sick days may accumulate up to a maximum of 130 days.
 - b. Once a faculty member has accumulated the maximum number of sick leave days, he/she shall be credited with the year's ten (10) sick leave days at the beginning of the year, but any unused days from this allowance shall not be allowed to accumulate.
 - c. The Board shall furnish each faculty member with a written statement at the beginning of each college year setting forth the total of sick leave credit.
 - 2. A bank of sick days equal to three (3) times the number of full-time faculty members shall be established annually, non-cumulative, to be used for illness beyond the accumulated sick leave of an individual faculty member. This bank shall be administered by a committee appointed by the Association President. This committee shall notify the Office of Employee Services, in writing, of the number of days used from this bank. The rules and procedures for administering the sick leave bank shall be non-discriminatory for all faculty members and are provided in Appendix J of this Agreement.
 - a. If a faculty member on extended sick leave has insufficient sick leave days to carry him/her until long-term disability insurance becomes effective, he/she shall be granted enough days from the bank to carry him/her until the effective date of such insurance.

Article VIII: Leaves of Absence

Section Two: Short-term Leaves of Absence (con't)

- b. If a faculty member on extended sick leave has accumulated sick leave days to carry him/her beyond the point when long-term disability insurance becomes effective, he/she shall be granted sufficient days from the bank to carry him/her through the end of the semester in which his/her accumulated sick leave expires.
 - 1) Faculty members on extended sick leave shall make application for long-term disability at least thirty (30) days prior to the anticipated date of eligibility.
 - 2) As long as a faculty member is receiving sick leave or sick-bank benefits, the College shall continue to pay the premiums for the insurance provided in this Agreement up to twelve (12) months to the extent allowed by the carrier.
 - 3) If a faculty member on sick leave or sick bank is eligible to receive any benefits under long-term disability insurance, he/she shall transfer these benefits to the College in return for the payment of the insurance premiums provided in subparagraph 2) above.
 - 4) Once a faculty member is no longer receiving sick leave or sick bank benefits, he/she shall be allowed to purchase health insurance through the College to the extent allowed by law and the carrier.
3. The Board shall provide non-cumulative short-term sick leave for adjunct faculty members and for full-time faculty members teaching extra-duty assignments or overload assignments after 5:00 p.m. as follows:
 - a. For faculty members taking extra-duty or overload assignments after 5:00 P.M., such leave shall be limited to one night for each night per week that such class meets, per semester.
 - b. For faculty members teaching in summer school, sick leave shall be limited to one calendar day per session, non-cumulative, beyond which classes shall be made up or salary reduced proportionately.
 - c. For adjunct faculty, yearly sick leave shall be limited to the percentage of ten days that the number of yearly hours taught bears to the total yearly contact hour load for such position.

Article VIII: Leaves of Absence

Section Two: Short-term Leaves of Absence (con't)

D. The provisions for personal leave shall be:

1. Non-cumulative paid personal leave shall be granted upon application to the appropriate Dean or his/her designee for the purposes listed below and to the extent indicated. Additional leave time requested for the reasons below in excess of the maximum indicated shall be chargeable to sick leave.
 - a. Illness of a member of the immediate family which requires the presence of the faculty member as determined by a consulting physician. Immediate family shall include: Mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, and daughter-in-law. Up to five (5) days per year maximum.
 - b. Death in the immediate family. (Same definition of immediate family as above.) Up to five (5) days per occurrence.
 - c. Personal business, one (1) day per semester.
 - d. Upon application to the appropriate Dean or his/her designee, personal leave days shall be granted for the reasons listed below. The maximum yearly number of such paid personal leave days granted to a faculty member shall be no more than two (2) days. Additional leave time requested for the below reasons, providing that such additional leave does not exceed the maximum indicated, shall be chargeable to sick leave.
 - 1) Death of a member of the non-immediate family. Up to three (3) days.
 - 2) Death of a close personal friend. One (1) day.
 - 3) Court subpoena or summons. As required by the court.
 - 4) Graduation of the faculty member, spouse, son or daughter. One (1) day if in Michigan, or up to three (3) days outside of Michigan.
 - 5) Marriage of the faculty member, son or daughter. One (1) day.
2. Faculty members may be asked to explain the reason for any personal business leave requested for a day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

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Article VIII: Leaves of Absence

Section Two: Short-term Leaves of Absence

- E. If a faculty member is called upon to serve on jury duty during the contract period, and cannot be excused from such service, the Board agrees to pay such faculty member the difference between his/her contractual salary and the jury duty pay. Excuse from jury duty may be requested by the College upon notice from the faculty member that he/she has been called upon to serve for jury duty.

Article VIII: Leaves of Absence

Section Three: Long-term and Military Leaves of Absence

- A. Extended Illness: Request for this type of leave may be initiated by the faculty member, or by the President for the faculty member, where an extended physical or mental illness precludes performance of assigned duties. Such leave shall be granted for a maximum of one (1) year after all accumulated leave has been used. No increment credit is allowed during the leave. Assistance will be provided in the obtaining of a disability retirement under the Michigan Public School Employees Retirement Fund or the Federal Insurance Contributions Act where the faculty member is eligible for such benefits and desires to apply for disability retirement. Two extensions subsequent to the original leave may be requested; however, the faculty member waives the right to job assignment when requesting a leave extension.
- B. Maternity: A faculty member shall notify the College of her pregnancy as soon as practical. She may continue employment up to the birth of her child, subject to obtaining a written doctor's statement that she is physically able to continue her employment. In the event that the College questions her medical ability to continue to perform her duties, it may require an updated statement from her doctor that she remains able to continue her employment.
1. The faculty member requesting such unpaid leave may return to her previous position, if, within sixty (60) days after the date of birth of her child, she requests, in writing, permission to return.
 2. In the event that she does not request return to employment within sixty (60) days after the date of birth, such faculty member shall return to employment upon written request and as soon as a position is open for which she is qualified.
 3. A faculty member may request an extension of a leave of absence for a period of one year from the date of birth of her child and an additional one (1) year.
 4. If the faculty member has not requested return to duty within two (2) years from the date of birth of her child, she shall forfeit her continuing status, although she need only be on probationary status for one (1) year after her return beyond the leave time.
 5. Sick leave days may be used for only that portion of a maternity leave resulting from disability due to pregnancy, child birth, or medical complications. The request for the use of sick leave must be accompanied by a physician's statement of disability. If no aforementioned statement is provided, sick leave days may not be used for maternity.

Article VIII: Leaves of Absence

Section Three: Long-term and Military Leaves of Absence (con't)

6. Faculty members are encouraged to begin and end maternity leaves at the beginning of a college year or at a semester end, when possible, to avoid unnecessary faculty changes for students.
 7. Use of sick leave for maternity-related illness shall be as determined by law.
- C. Adoption: If faculty member requests an unpaid leave based on the adoption of a child, such leave shall be limited to ninety (90) days from the date requested. Extensions may be granted as provided above, but no right to return to employment will be guaranteed after said ninety (90) day period.
- D. Emergency: The Board may, at its discretion, grant a special unpaid emergency leave of absence to a faculty member for a period not to exceed two (2) semesters. Requests for such leave should be made in writing to the Board, stating the reasons which would constitute the emergency. If the Board grants the leave, it shall state the length of time for which the leave is granted. The faculty member shall request a return to duty within said leave time. If request to return is made, the faculty member shall be returned to employment. If return is not requested within the period of leave, the faculty member may return as soon as a position is available. If no return is requested within one (1) year, faculty member forfeits his/her status with the College. No increment credits nor sick leave will be allowed for this type of leave of absence, nor will any extensions be granted.
- E. Advanced Study: An unpaid leave-of-absence of up to one (1) year may be granted to any continuing-status faculty member. Applications for such leave should be submitted on or before May 1 of the preceding college year. No more than two (2) members of the total faculty shall be granted leaves-of-absence for this reason in any one (1) year. Priority shall be given to faculty members requesting a second consecutive year of leave for advanced study. Advanced study must increase the faculty member's teaching or professional competency and be accomplished in a suitable accredited college or university or approved course in a military school. Upon return from such a leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during such a period.
- F. Overseas Teaching: An unpaid leave may be granted for one (1) tour of duty served in an overseas teaching assignment. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during such a period.

Article VIII: Leaves of Absence

Section Three: Long-Term and Military Leaves of Absence (con't)

- G. Peace Corps: An unpaid leave may be granted for one (1) tour of duty served as a member of the Peace Corps. No increment credit shall be allowed.
- H. Political: An unpaid leave may be granted for the period of campaigning for political office or for actual service in a fulltime political office. No increment credit will be allowed. No leave time shall be deducted.
- I. Military: A military leave shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crisis or emergencies. Upon return from such leave, in accordance with the requirement of applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.

When a faculty member must take temporary military leave (not to exceed fourteen [14] college days) during the contractual period, he/she shall notify the appropriate Dean at least thirty (30) days prior to the beginning of such leave. The faculty member shall not be compensated by the College during the time such military leave is in effect.

- J. Sabbatical Leaves: The Board may grant sabbatical leaves. Such leaves, if granted, will be in accordance with the following provisions:
 - 1. Sabbatical leave shall be interpreted as leave from duty granted to any faculty member after six (6) years of active service at St. Clair County Community College and/or Port Huron Junior College for the purpose of improving instruction. Sabbatical leave may be granted for one (1) year or for one (1) semester.
 - 2. Leave granted for professional study, for work on publication, for travel, or for travel combined with study, or for any other reason which, in the opinion of the President, will improve instruction at the College or will improve the efficiency of the faculty member shall be considered consistent with the purpose of sabbatical leave.
 - 3. Remuneration to a faculty member granted sabbatical leave shall be at the rate of one-half the salary to be received at the time the leave begins for one (1) year or full pay for one-half year; remuneration shall also include insurance benefits.

Article VIII: Leaves of Absence

Section Three: Long Term and Military Leaves (con't)

4. Not more than two (2) members of the faculty shall be granted sabbatical leave in any one year.
5. In determining his/her recommendations on requests for sabbatical leaves, the President shall consider the following items:
 - a. The extent of the applicant's professional study, growth, contribution and successful service during the applicant's employment with St. Clair County Community College or Port Huron Junior College.
 - b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - c. The length of uninterrupted service at St. Clair County Community College and Port Huron Junior College.
 - d. Reasonable and equitable distribution of applicants among the areas and departments of the College.
6. A faculty member granted sabbatical leave shall not engage in remunerative work while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.
7. A faculty member who receives a sabbatical leave shall return to the College for a period of two (2) years or refund the salary received during the leave period. Promissory notes will be signed and returned to the signer on a prorated basis. Promissory notes will be signed by the faculty member at the time sabbatical leave is granted. One note will be signed for half of the salary to be received during such a leave and made payable one (1) month after the faculty member returns to the College. This note will be returned to the faculty member without any interest cost when the faculty member returns to the College. The other note will also be signed for half of the salary to be received during such leave and made payable one (1) year and one (1) month after the faculty member is scheduled to return to the College. This note will be returned to the faculty member without any interest cost when the faculty member returns to the College for the second year following his/her sabbatical leave.

Article VIII: Leaves of Absence

Section Three: Long Term and Military Leaves (con't)

8. Sabbatical leaves shall be requested at least one (1) semester before the effective date.

- K. In-service: An unpaid leave of absence for a period not to exceed two (2) semesters, at the discretion of the Board, may be granted to any continuing-status faculty member. Requests for such leave should be made in writing to the appropriate Dean, describing the expected augmentation of the faculty member's professional development as a result of said leave. Leaves applicable to this provision shall be requested in writing at least one semester before the effective date, and approval, if granted, will be provided ninety (90) days prior to the effective date of the leave. The faculty member will return to his/her position upon completion of said leave, unless his/her position is altered by Board decision(s) pursuant to the provisions of Article V, Section Six, of this Agreement. During this period of leave, the faculty member will assume the cost of those employment benefits he/she may select to continue during the period of leave. The faculty member, if eligible will be awarded the appropriate increment on the salary schedule for the leave granted under this provision. All provisions for replacement of the faculty member while on leave will be determined by the appropriate Dean.

- L. Service as an Officer: A leave of absence of up to one(1) year shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave beyond the one (1) year limit if it so desires. No increment credit will be allowed for such leave. Return to duty will always be contingent upon the availability of a position for which the faculty member is qualified.

- M. Institutional: An unpaid leave-of-absence for a period not to exceed two (2) semesters may be granted, at the discretion of the Board, to any continuing-status faculty member for the purpose of serving the College in some capacity other than his/her regular institutional assignment.
 1. Request for such leave shall be made in writing to the appropriate Dean, describing the purpose of the leave.
 2. Requests for such leave shall be made as soon as possible before the effective date of the leave but under no circumstances less than one month prior to the effective date of such leave.
 3. The faculty member shall return to his/her position upon completion of said leave unless his/her position is altered by Board decision pursuant to the provisions of Article V, Section Six, of this Agreement.

Article VIII: Leaves of Absence

Section Three: Long Term and Military Leaves (con't)

4. The faculty member shall be awarded the appropriate increment on the salary schedule for the leave granted under this provision, unless the position being filled is an excluded position as defined in the Legal Preamble and Article I.
5. The faculty member on leave shall continue to acquire seniority unless the position being filled by the faculty member is an excluded position as defined in the Legal Preamble and Article I.
 - a. If the faculty member is filling an excluded position, then seniority shall be determined by the provisions of Article V, Section One, I.
6. Salary and benefits for the faculty member on leave shall be determined by the conditions of the position being filled except that such salary and benefits shall not be less than the faculty member would have received had he/she remained in his/her regular institutional assignment.
7. Any faculty member on institutional leave shall be replaced by a full-time limited-status faculty member; however, this provision may be waived by mutual consent between the College and the Association.

Article IX

Grievance Procedures

- A. Purpose: The primary purpose of these procedures is to secure equitable solutions to grievances in an orderly and expeditious manner.
- B. General:
1. The Association, in any grievance proceedings, shall have the right to represent any faculty member upon the request of that faculty member or to be present at any formal grievance hearing whether representing the employee or not.
 2. The faculty member may not be represented by an officer, agent, or any other representative of any organization other than the Association.
 3. The Association shall have the right to process a grievance beginning at the informal level.
 4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants and shall be destroyed after statutory limitations.
 5. Copies of determinations of formal grievances shall be provided to the faculty member and/or the Association.
 6. A grievance may be withdrawn at any step of the procedure without record or prejudice.
 7. In order to preserve confidentiality, all hearings, except at the final two (2) steps of the formal level, will be continued in private.
 8. Records and/or information necessary to the processing of a grievance shall be made available to the faculty member and/or the Association.
 9. All grievance claims shall be processed through all levels and steps of the procedure in the sequence and manner indicated.
 10. Failure of the faculty member or the Association to appeal in writing any determination within ten (10) college days of the time it is made shall be deemed to be incontestable evidence that the grievance has been settled satisfactorily; lack of response within ten (10) days at any formal level by an administrator shall concede the grievance.

Article IX: Grievance Procedures (con't)

11. Time limits in the Article may be extended by mutual consent of the Board and the faculty member or Association. Such consent will not be unreasonably withheld.
12. No terms can be added to or subtracted from this Agreement, nor any provision changed by the grievance procedure.
13. If the grievance is filed on or after ten (10) College days before the end of the second semester, every effort will be made to process the grievance prior to close of the College year.
14. The Board shall provide all necessary forms for the processing of a grievance (see Appendix K for Grievance Form).
15. Representatives of the Association shall meet at least monthly with the President of the College and/or other designated representatives of the Administration for informal discussion of grievances.

C. Definitions:

1. A grievance is a claim or complaint by a faculty member, group of faculty members, or the Association as to the application or interpretation of this Agreement (either as to the meeting of its terms, or as to the rights of either party under these terms, or as to the justification of action taken under these terms).
2. The "aggrieved person" is the faculty member making the claim.
3. The term "faculty" includes any individual or group of individuals represented by the Association, or the Association itself.
4. A "determination" shall be the informal or formal decision of the Board representative at any level or step of the procedure.

D. Informal Level:

This is a professional step taken informally by the individual member, group of faculty members, and/or the Association representative by requesting, in writing, a meeting with the appropriate Dean to discuss a grievance. This meeting shall take place within five (5) College days of a request for the meeting. No written record of the determination is required, unless requested by the faculty member and/or Association.

Article IX: Grievance Procedures (con't)

E. Formal Level:

Step 1: All formal grievances shall be filed in writing and submitted to the President after completion of the informal level. A grievance may be initiated at Step 1 of the Formal Level by the mutual consent of the Association and the President. Such mutual consent shall be in writing.

A formal grievance must be made within thirty (30) College days of the occurrence of the event or condition causing the grievance. Within ten (10) College days of receipt of the grievance, the President shall cause to be held the necessary hearings and shall issue a written determination.

Step 2: Appeal from the determination of the President at Step 1 may be made by presenting a written appeal to the Secretary of the Board. The Board shall then hear the appeal at a regular or special meeting when called by the Chairperson of the Board, and issue a written determination within ten (10) College days of receipt of the appeal. If the determination of the Board at this Step requires official action, the Board shall take action at the next regular or special meeting to confirm the determination made.

Step 3: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association must file within twenty (20) College days following the denial of the grievance, at the previous Step, not counting July or August.

Such notice to arbitrate shall be in writing and shall be served upon the Secretary for the Board within said twenty (20) College-day period. If the parties cannot agree as to the arbitrator within five (5) College days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Arbitrators' awards shall become final and binding on both of the parties.

Article IX: Grievance Procedures (con't)

The fees and expenses of the arbitrator shall be shared equally by the parties. Individual employees shall not be able to initiate arbitration. Any award based on findings by the arbitrator shall be in writing including his factual finding and conclusions.

Article X

Agreement Effectuation

- A. This Agreement shall supersede any rules, regulations or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or bylaw provisions of the Association heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. If any provision 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 or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall constitute the full complete commitment between both parties and shall not be altered, changed, added to, deleted from or modified during the term of this Agreement without mutual consent of both parties.
- D. The parties recognize that the College may establish one or more off-campus centers during the terms of this Agreement. During the negotiations which resulted in this Agreement, no settlement was reached with respect to wages, hours and other conditions of employment applicable to any such off-campus centers. Accordingly, anything in this Agreement to the contrary notwithstanding, the parties agree to meet and negotiate such off-campus centers with respect of wages, hours and other conditions of employment. Any agreement reached shall be made a written and signed amendment to this Agreement.
- E. All faculty members who participate in the production of tapes, including TV tapes, products, publications, or educational materials using College materials, equipment, and/or College time, shall retain rights to subsequent use, reproduction, and sale of such items as follows:
 - 1. If the faculty member does not reimburse the College for the expenses incurred in production of the aforementioned materials, the College retains the right to use the materials internally, and any external use of these materials shall be by mutual consent between the Board and the faculty member.
 - 2. If the faculty member reimburses the College for all expenses incurred in production of the aforementioned materials, the College shall retain the right to use the materials internally, but the faculty member shall retain all rights related to external use of the materials.

Article X: Agreement Effectuation

3. Materials produced prior to the effective date of this Agreement are subject to use internally and externally only by mutual consent between the Board and the faculty member involved.

- F. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal College year and the avoidance of disputes which threaten to interfere with such operation. Since parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during this period of this Agreement. The Association, accordingly, agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, work slowdown, or work stoppage at St. Clair County Community College, as defined by Section 1 of the Public Employment Relations Act. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

- G. In any instances where weather or other disaster causes the cancellation of classes in the entire College, faculty members likewise shall be dismissed without deduction of salary or leave time.

- H. The Board shall furnish copies of this Agreement to all faculty members. In addition, the Board shall furnish the Association at least seventy-five (75) copies of this Agreement upon request.

- I. There shall be two (2) signed copies of the final Agreement for the purpose of record. One (1) copy shall be retained by the Association and one (1) by the College President.

- J. The Appendices attached to this Agreement are, without exception, included as provisions of this Agreement.

- K. All Letters of Agreement signed during the term of this Agreement are, without exception, included as provisions of this Agreement.

Article XI

Duration of the Agreement

This Agreement shall be effective as of August 6, 1988, and shall continue in effect through the end of the 1991 summer session. Between January 1 and June 15 of 1991, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for this Agreement.

Board of Trustees

Association

By _____
Chairperson

By _____
President

By _____
Vice Chairperson

By _____
Secretary

By _____
Chairperson, Negotiating Committee

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

Date of Signing



Appendices

Appendix A-1

1988-89 College Calendar

1988 FALL SEMESTER

August 18..... New Faculty Reports
 August 19..... All Faculty Reports
 August 22..... Classes Begin
 September 5..... Labor Day Holiday - No Classes
 October 17..... Mid Semester Grades Due - 4:00 p.m.
 November 23, 24, 25..... Thanksgiving Holiday - No Classes
 November 28..... Classes Resume
 December 12..... Finals Begin
 December 19..... Final Grades Due - 4:00 p.m.

1989 WINTER SEMESTER

January 5..... All Faculty Reports - In-Service
 January 6..... All Faculty Reports
 January 9..... Classes Begin
 March 6..... Mid Semester Grades Due - 4:00 p.m.
 March 6..... Spring Holiday Begins - No Classes
 March 13..... Classes Resume
 May 1..... Finals Begin
 May 5..... Records Day - Commencement
 May 8..... Final Grades Due - 4:00 p.m.

1989 SPRING SESSION

May 12..... Last Day to Register Before Classes
 May 15..... Classes Begin
 May 29..... Memorial Day Holiday - No Classes
 June 23..... Spring Session Ends - Grades Due 4:00 p.m.

1989 SUMMER SESSION

June 23..... Last Day to Register Before Classes
 June 26..... Classes Begin
 July 4..... Independence Day - No Classes
 August 4..... Summer Session Ends - Grades Due - 4:00 p.m.

* This calendar applies to all instructional divisions and departments of the College, on-campus and off-campus, with the following exceptions:

1. Practical Nursing will begin and end spring and summer sessions one week earlier.
2. In fall semester, no class which is scheduled to fulfill all its weekly requirements of contact hours on Tuesday shall be required either to schedule or meet more than sixteen Tuesdays.

Appendix A-2

1989-90 College Calendar

1989 FALL SEMESTER

August 17..... New Faculty Reports
August 18..... All Faculty Reports
August 21..... Classes Begin
September 4..... Labor Day Holiday - No Classes
October 16..... Mid Semester Grades Due - 4:00 p.m.
November 22, 23, 24..... Thanksgiving Holiday - No Classes
November 27..... Classes Resume
December 11..... Finals Begin
December 18..... Final Grades Due - 4:00 p.m.

1990 WINTER SEMESTER

January 4..... All Faculty Reports - In-Service
January 5..... All Faculty Reports
January 8..... Classes Begin
March 5..... Mid Semester Grades Due - 4:00 p.m.
March 5..... Spring Holiday Begins - No Classes
March 12..... Classes Resume
April 30..... Finals Begin
May 4..... Records Day - Commencement
May 7..... Final Grades Due - 4:00 p.m.

1990 SPRING SESSION

May 11..... Last day to Restister Before Classes
May 14..... Classes Begin
May 28..... Memorial Day - No Classes
June 22..... Spring Session Ends - Grades Due 4:00 p.m.

1990 SUMMER SESSION

June 22..... Last Day to Register Before Classes
June 25..... Classes Begin
July 4..... Independence Day - No Classes
August 3..... Summer Session Ends - Grades Due - 4:00 p.m.

* This calendar applies to all instructional divisions and departments of the College, on-campus and off-campus, with the following exceptions:

1. Practical Nursing will begin and end spring and summer sessions one week earlier.
2. In the fall semester, no class which is scheduled to fulfill all its weekly requirements of contact hours on Tuesday shall be required either to schedule or meet more than sixteen Tuesdays.

Appendix A-3

1990-91 College Calendar

1990 FALL SEMESTER

August 23..... New Faculty Reports
 August 24..... All Faculty Reports
 August 27..... Classes Begin
 September 3..... Labor Day - No Classes
 October 22..... Mid Semester Grades Due - 4:00 p.m.
 November 21, 22, 23..... Thanksgiving Holiday - No Classes
 November 26..... Classes Resume
 December 17..... Finals Begin
 December 26..... Final Grades Due - 4:00 p.m.

1991 WINTER SEMESTER

January 10..... All Faculty Reports - In-Service
 January 11..... All Faculty Reports
 January 14..... Classes Begin
 March 11..... Mid Semester Grades Due - 4:00 p.m.
 March 11..... Spring Holiday Begins - No Classes
 March 18..... Classes Resume
 May 6..... Finals Begin
 May 10..... Records Day - Commencement
 May 13..... Final Grades Due - 4:00 p.m.

1991 SPRING SESSION

May 17..... Last Day to Register Before Classes
 May 20..... Classes Begin
 May 27..... Memorial Day - No Classes
 June 28..... Spring Session Ends - Grades Due - 4:00 p.m.

1991 SUMMER SESSION

June 28..... Last Day to Register Before Classes
 July 1..... Classes Begin
 July 4..... Independence Day - No Classes
 August 9..... Summer Session Ends - Grades Due - 4:00 p.m.

* This calendar applies to all instructional divisions and departments of the College, on-campus and off-campus, with the following exceptions:

1. Practical Nursing will begin and end spring and summer sessions one week earlier.
2. In the fall semester, no class which is scheduled to fulfill all its weekly requirements of contact hours on Tuesday shall be required either to schedule or meet more than sixteen Tuesdays.

Appendix B-1

1988-89 Faculty Salary Schedule

1988-89 FACULTY SALARY SCHEDULE

YRS. EXP.	A	B	C	D	E	F						
0	0.90	\$17,591	1.00	\$19,545	1.10	\$21,499	1.20	\$23,454	1.30	\$25,408	1.40	\$27,362
1	0.97	\$18,958	1.07	\$20,913	1.17	\$22,868	1.27	\$24,822	1.37	\$26,776	1.47	\$28,731
2	1.04	\$20,327	1.14	\$22,281	1.24	\$24,235	1.34	\$26,190	1.44	\$28,144	1.54	\$30,099
3	1.11	\$21,694	1.21	\$23,650	1.31	\$25,604	1.41	\$27,558	1.51	\$29,512	1.61	\$31,467
4	1.18	\$23,063	1.28	\$25,017	1.38	\$26,971	1.48	\$28,927	1.58	\$30,881	1.68	\$32,835
5	1.25	\$24,431	1.35	\$26,386	1.45	\$28,340	1.55	\$30,294	1.65	\$32,248	1.75	\$34,204
6	1.32	\$25,799	1.42	\$27,753	1.52	\$29,708	1.62	\$31,663	1.72	\$33,617	1.82	\$35,571
7	1.39	\$27,167	1.49	\$29,122	1.59	\$31,076	1.69	\$33,030	1.79	\$34,985	1.89	\$36,940
8	1.46	\$28,536	1.56	\$30,490	1.66	\$32,444	1.76	\$34,399	1.86	\$36,353	1.96	\$38,307
9	1.53	\$29,903	1.63	\$31,858	1.73	\$33,812	1.83	\$35,767	1.93	\$37,721	2.03	\$39,676
10	1.60	\$31,272	1.70	\$33,226	1.80	\$35,180	1.90	\$37,135	2.00	\$39,089	2.10	\$41,044
12	1.67	\$32,640	1.77	\$34,594	1.87	\$36,549	1.97	\$38,503	2.07	\$40,458	2.17	\$42,412

A = Non-Degree
 B = BA/BS
 C = MA/MS

D = MA/MS + 20
 E = MA/MS + 40
 F = MA/MS + 60 or Doctorate

Appendix B-2

1989-90 Faculty Salary Schedule

1989-90 FACULTY SALARY SCHEDULE

YRS. EXP.	A	B	C	D	E	F						
0	0.90	\$18,559	1.00	\$20,620	1.10	\$22,681	1.20	\$24,744	1.30	\$26,805	1.40	\$28,867
1	0.97	\$20,001	1.07	\$22,063	1.17	\$24,126	1.27	\$26,187	1.37	\$28,249	1.47	\$30,311
2	1.04	\$21,445	1.14	\$23,506	1.24	\$25,568	1.34	\$27,631	1.44	\$29,692	1.54	\$31,754
3	1.11	\$22,887	1.21	\$24,951	1.31	\$27,012	1.41	\$29,074	1.51	\$31,135	1.61	\$33,198
4	1.18	\$24,331	1.28	\$26,393	1.38	\$28,454	1.48	\$30,518	1.58	\$32,579	1.68	\$34,641
5	1.25	\$25,775	1.35	\$27,837	1.45	\$29,899	1.55	\$31,960	1.65	\$34,022	1.75	\$36,085
6	1.32	\$27,218	1.42	\$29,279	1.52	\$31,342	1.62	\$33,404	1.72	\$35,466	1.82	\$37,527
7	1.39	\$28,661	1.49	\$30,724	1.59	\$32,785	1.69	\$34,847	1.79	\$36,909	1.89	\$38,972
8	1.46	\$30,105	1.56	\$32,167	1.66	\$34,228	1.76	\$36,291	1.86	\$38,352	1.96	\$40,414
9	1.53	\$31,548	1.63	\$33,610	1.73	\$35,672	1.83	\$37,734	1.93	\$39,796	2.03	\$41,858
10	1.60	\$32,992	1.70	\$35,053	1.80	\$37,115	1.90	\$39,178	2.00	\$41,239	2.10	\$43,301
12	1.67	\$34,435	1.77	\$36,497	1.87	\$38,559	1.97	\$40,621	2.07	\$42,683	2.17	\$44,745

A = Non-Degree
 B = BA/BS
 C = MA/MS

D = MA/MS + 20
 E = MA/MS + 40
 F = MA/MS + 60 or Doctorate

Appendix B-3

1990-91 Faculty Salary Schedule

1990-91 FACULTY SALARY SCHEDULE

YRS. EXP.	A	B	C	D	E	F						
0	0.90	\$19,487	1.00	\$21,651	1.10	\$23,815	1.20	\$25,981	1.30	\$28,145	1.40	\$30,310
1	0.97	\$21,001	1.07	\$23,166	1.17	\$25,332	1.27	\$27,496	1.37	\$29,661	1.47	\$31,827
2	1.04	\$22,517	1.14	\$24,681	1.24	\$26,846	1.34	\$29,013	1.44	\$31,177	1.54	\$33,342
3	1.11	\$24,031	1.21	\$26,199	1.31	\$28,363	1.41	\$30,528	1.51	\$32,692	1.61	\$34,858
4	1.18	\$25,548	1.28	\$27,713	1.38	\$29,877	1.48	\$32,044	1.58	\$34,208	1.68	\$36,373
5	1.25	\$27,064	1.35	\$29,229	1.45	\$31,394	1.55	\$33,558	1.65	\$35,723	1.75	\$37,889
6	1.32	\$28,579	1.42	\$30,743	1.52	\$32,909	1.62	\$35,074	1.72	\$37,239	1.82	\$39,403
7	1.39	\$30,094	1.49	\$32,260	1.59	\$34,424	1.69	\$36,589	1.79	\$38,754	1.89	\$40,921
8	1.46	\$31,610	1.56	\$33,775	1.66	\$35,939	1.76	\$38,106	1.86	\$40,270	1.96	\$42,435
9	1.53	\$33,125	1.63	\$35,291	1.73	\$37,456	1.83	\$39,621	1.93	\$41,786	2.03	\$43,951
10	1.60	\$34,642	1.70	\$36,806	1.80	\$38,971	1.90	\$41,137	2.00	\$43,301	2.10	\$45,466
12	1.67	\$36,157	1.77	\$38,322	1.87	\$40,487	1.97	\$42,652	2.07	\$44,817	2.17	\$46,982

A = Non-Degree
 B = BA/BS
 C = MA/MS
 D = MA/MS + 20
 E = MA/MS + 40
 F = MA/MS + 60 or Doctorate

Appendix C

Guidelines for Replacement or Hiring of New Faculty Members

Deans:

1. Posting of position description as required by the Agreement.
2. Contacting placement offices and/or other sources of potential candidates.
3. Maintain a file of all inquiries and endeavor to have on file for all applicants: application form, official academic record, letter of reference and such other information deemed necessary.

Deans, Coordinators, or Department Chairpersons:

1. Review the file and screen out unqualified.
2. Contact the chairperson of the College Appointments Committee and inform him/her that the complete file is available for committee members to review.

College Appointments Committee:

1. Meet with the Dean, Coordinator, or Department Chairperson and mutually agree on candidates to be invited to the Campus for interview.
2. Dean will call each candidate, explain the interview procedure and financial limitations, and set up an appointment on campus.
3. Dean will notify in writing, the chairperson of the College Appointments Committee of interview dates and time.
4. College Appointments Committee make recommendations to the Dean as to which candidate or candidates to be hired.
5. Dean makes his recommendation to the President of the College.
6. President of the College makes his recommendation to Board of Trustees.
7. Board of Trustees officially hire a faculty member at a formal Board meeting.

Appendix C

Guidelines for Replacing or Hiring of New Faculty Members (con't)

College Appointments Committee Guidelines for Interviewing Candidates:

1. It is recommended that the candidate meet with the Dean, Coordinator, or Department Chairperson for an half-hour before being interviewed by the committee.
2. Committee interviews with the candidates be spaced so that the Dean, Coordinators, or Department Chairperson could have the discussion with the candidate without having to miss any of the committee's interview with the other candidates.
3. Information during the interview should be gained about the desirability of the candidate becoming a fellow faculty member.

Procedure for Hiring Adjunct Faculty

- A. Posting of adjunct faculty vacancies will be made by the appropriate Dean as per contractual requirements.
- B. Posting duration for adjunct faculty vacancies may be modified by the appropriate Dean in those cases where circumstances necessitate said modification.
- C. Application, credentials, and other evidence concerning preparation and experience will be kept on file in the Dean's Office.
- D. Reviewing of all applicants and the hiring of adjunct faculty will be the responsibility of the appropriate Dean, in consultation with the appropriate coordinator or department chairperson.

APPENDIX D

Criteria for State and College
Vocational/Technical Instructor Endorsement

1. A Bachelor's Degree or equivalent in occupational expertise is required. A faculty member not holding a formal Bachelor's Degree in Education or the area of speciality shall remain as a probationary-status faculty member until such degree is received. This degree must be obtained within five (5) years of the date of hire. Present vocational/technical continuing-status faculty members are excluded from this requirement unless State or Federal guidelines require a degree, in which case the vocational/technical continuing-status faculty member shall be required to obtain the degree within the time limits set by State or Federal guidelines.
2. Also required is work experience and education to fulfill the requirements of the Michigan Department of Education Vocational-Technical Education Service as described in Dean's Guide to Federally Reimbursed Community College Occupational Programs and the Annual and Long Range State Plan for Vocational Education in Michigan.
3. When applicable, licensure or certification required for employment in the occupation is required. Existing faculty members are excluded from this provision, unless State or Federal requirements change, in which case, faculty members must comply.

Appendix E

Definitions and Miscellaneous Provisions

- A. Daniel G. Robbins is excluded from the Master's Degree requirement in Article V-One-B until the end of the winter semester, 1989.
- B. Involuntary Leave-of-Absence: This term is defined as being a leave-of-absence which is obligatory, does not require the consent of the instructor, and is subject to the provisions of Article V, Section Six.
- C. Seniority:
 - 1. Faculty seniority shall be defined as length of service as a full-time member of the faculty of the College and/or Port Huron Junior College.
 - 2. Seniority shall continue to accrue for the following leaves of absence:
 - a. Sabbatical
 - b. Military service as provided by Law
 - c. Paid leave
 - d. Staff reduction, as prescribed in accordance with provisions of Article V, Section Six, B.Seniority shall be frozen for all other unpaid leaves of absence.
 - 3. Seniority shall be lost:
 - a. When a faculty member is discharged according to the provisions of this agreement except in staff reduction as indicated in Article V, Section Six, B.
 - b. When a faculty member resigns or retires.
- D. Non-Teaching Faculty:
 - 1. Non-teaching faculty shall include, but not be limited to, professional service personnel, other than administrators as defined by the College Career Plan, in the Learning Resources Center, Counseling Center, Student Learning Center, Off-Campus Coordinator, and Prison Program Coordinator/Counselor.
 - a. All professional service personnel working in the Learning Resources Center other than the administrator in charge shall be termed "LRC Faculty Members."

Appendix E

Definitions and Miscellaneous Provisions (con't)

- b. All professional service personnel working in the Counseling and Testing Center other than the administrator in charge shall be termed "counselors."
 2. In the case of non-teaching faculty members, all terms in the Agreement which refer to class, classroom, teaching, instruction, subject matter, and so on, shall be construed, in a reasonable and equitable manner, to refer to duties, performance of duties, place of duties, and so on, except as expressly provided for in the work load sections of the Agreement.
- E. Daily earning rate: the daily earning rate for faculty members shall be computed at the rate of one (1) full day of work being equal to the following amounts:
1. For faculty members on an academic year, 1/164th of contractual salary.
 2. For faculty members on an academic year plus six weeks, 1/193rd of contractual salary.
 3. For faculty members on a twelve (12) month contract, 1/222nd of contractual salary.
- F. Voluntary: The term voluntary is defined as not being obligatory but shall be with the consent of the faculty member.
- G. Discipline: A discipline will consist of those faculty members who teach courses which have common characteristics and are grouped in the catalog with the same acronym in the course number, i.e.: ENG, CHM, SPC, PSY, etc.
- H. Coordinator: A coordinator as used in this Agreement is a faculty member who was elected to the position as coordinator by his/her peers (see Article VI, Section Three, N) in a discipline as defined above.
- I. Department: A department is one or more disciplines in an area.
- J. Department Chairperson: A chairperson as used in this Agreement is a faculty member who was elected to the position as chairperson by his/her peers (see Article VI, Section Three, N) in a department as defined above.

Appendix E

Definitions and Miscellaneous Provisions (con't)

- K. Horizontal movement on the salary schedule (education) shall be implemented at the start of the fall or winter semester, or the spring or summer session after which the credit is earned.
- L. Vertical movement on the salary schedule (experience) shall be implemented at the beginning of the spring session for those faculty on the teaching faculty's year and on the anniversary of hiring for those faculty on a 12-month work year.
- M. Clinical experience: Laboratory courses offered in the Associate Degree Nursing and Practical Nursing disciplines.

Appendix F

Faculty on Continuing Status
as of July 31, 1985

Adolph, Frederick	Nickerson, Kathleen
Anecki, Leo	Norris, James
Bargiel, Sylvia	Northup, A. Dale
Bartley, Thomas	Nyitray, Nancy
Blake, Ben-Carr	Obee, Thomas
Bloink, Barbara	Ogden, Judy
Borris, John	O'Reilly, Thomas
Brown, Eddie	Pecorilli, Nancy
Burns, Leonard	Pillsbury, Virginia
Claflin, Nancy	Radike, Walter
Claflin, Wayne	Rivkin, Paul
Collins, Robert	Roberts, Robert
Cook, Joan	Robinette, Earl
Costanza, Lillian	Rogers, Roy
Defever, Susanna	Ruebelman, Stephen
Fair, Barbara	Russell, Christine
Flickinger, Linda	Sandell, Robert
Geer, Paul	Schmitt, Paul
Grain G. Murray	Sheline, Leroy
Green, Ross	Shook, David
Groch, Richard	Smith, Harley
Guyor, James	Smith, Ivan
Halamka, James	Smith, Mary Ann
Hartwig, Elwin	Smith, Patricia
Hayman, Jean	Smith, Wanda
Henry, John	Snyder, Haddock
Johnson, Gail	Soule, Michael
Korff, David	Stank, Arthur
Lakatos, William	Steinhaus, Jo Ann
Lambe, Kenneth	Stephens, Charles
Leader, James	Stimpson, Catherine
Light, Lee	Sutton, Glenn
Longuski, Marvin	Tansky, Robert
Lovett, James	Vander Esch, Marilyn
MacAlpine, Marilyn	VanderHeuvel, Edwin
Martin, Judith	Voss, James
Maxwell, Betty	Wenning, Hollis
Maywar, James	Wigginton, Louis
Meeker, Susan	Willison, Wendolyn
Mooney, Thomas	Wright, Charles
Morabito, Matthew	Yaek, Lawrence



Appendix G
Faculty Seniority List

Pages 119-133 will be distributed later



Appendix H-1

Discipline/Department Structure
As Of 8/6/88

APPLIED TECHNOLOGY

Auto Body (ABR)
Agriculture (AGM, AGR, AGT)
(Tech. & Mgt.)
Applied Power (APT)
Automotive Mech. (AUM)
Diesel Mech. (DHE)

BUSINESS ADMINISTRATION

Business (BUS)
Accounting (ACCT)
Food Service Mgt. (FSM)

INFORMATION PROCESSING

Data Processing (DP)
Office Education (OE)
Word Processing (WP)

COMMUNICATIONS

Communications Media (CM)
English (ENG)
French (FR)
German (GR)
Philosophy (PHL)
Spanish (SP)

INDUSTRIAL TECHNOLOGY

Architectural Design (AD)
Drafting (DR)
Engineering Graphics (EG)
Electronics (ELT)
Fluid Power (FLP)
Manufacturing Tech. (MFT)
Plastics (PLT)
Robotics (RBT)
Surveying (SUR)
Welding (WELD)
Marine Technology Engines (MTE)

VISUAL AND PERFORMING ARTS

Art (ART)
Art/Adv. Design (ARAD)
Art/Interior Design (ARID)
Music (MUS)
Speech (SPC)
Theatre Arts (TA)

SOCIAL SCIENCE

Anthropology (ANT)
Corrections (COR)
Criminal Justice (CJ)
Education (ED)
History (HIS)
Political Science (PS)
Psychology (PSY)
Social Service Tech. (SST)
Sociology (SOC)

NURSING

Associate Degree Nursing (ADN)
Emergency Medical Technician (EMT)
Health Education (HE)
Practical Nursing (PN)

PRACTICAL NURSING (BAD AXE)

Appendix H-2

Department Chairperson
Position Description

I. GENERAL INFORMATION

Position Title: Department Chairperson

Reports To: Associate Dean of Instruction

Qualifications: Full-time, continuing-status faculty member with teaching assignment in a constituent discipline.

II. PRIMARY FUNCTIONS

To provide academic and professional leadership for faculty in the department.

To assist the Associate Dean of Instruction in the design and delivery of instruction for the department.

To coordinate the day-to-day operation of the department.

III. RESPONSIBILITIES

1. Provides effective instructional and organizational leadership to the department to maintain quality performance, encouraging experimentation and development of innovative methods of instruction.
2. Participates in the recruitment and selection of full-time faculty.
3. Orients new full-time faculty and coordinates and participates in the evaluation process.
4. Schedules and participates in the evaluation process for continuing-status faculty.
5. Recruits, recommends, orients and evaluates adjunct faculty in cooperation with the Discipline Coordinator.
6. Prepares the total class schedule for the department after consultation with the Discipline Coordinator(s), department faculty, and the Associate Dean.
7. Evaluates transfer and vocational programs and offerings through the involvement of faculty and coordinates the evaluation activities with the Associate Dean of Instruction.

Appendix H-2

Department Chairperson Position Description (con't)

8. Coordinates the development of course outlines, syllabi, text selection, and other instructional materials by department faculty.
9. Establishes and meets with advisory committees to develop responses to identified needs of the community for programs, courses or cultural activities.
10. Supervises departmental student academic advising in cooperation with the Counseling Center.
11. Assists the Associate Dean of Instruction in the preparation of the departmental budgets.
12. Administers and monitors expenditures in the departmental budgets.
13. Complies and reviews the instructional content of the department in the College Catalog and other publications in cooperation with the department and discipline members.
14. Conducts on a regular basis departmental meetings and develops other methods to facilitate participation of faculty in matters that affect them.
15. Initiates and facilitates cooperation with other instructional departments, the Learning Resource Center, the Student Personnel Staff, and the Business Office.
16. Provides supervision of technicians and student workers assigned to the department.
17. Promotes departmental programs and course offerings.
18. Participates in the Curriculum and Appointments Forum Committees as needed.
19. Assists in special on-campus and off-campus registrations sessions.
20. Schedules eight (8) office hours in addition to contractual conference hours: four (4) hours for optimum access by students and faculty and four (4) hours at the discretion of the Associate Dean.
21. Performs such other responsibilities as might be assigned by the Associate Dean.

Appendix H-3

**Discipline Coordinator
Position Description**

I. GENERAL INFORMATION

Position Title: Discipline Coordinator

Reports To: Department Chairperson

Qualifications: Full-time, continuing-status faculty member teaching
100% teaching load

II. PRIMARY FUNCTIONS

To assist the Department Chairperson in coordinating the day-to-day operation of the discipline.

III. RESPONSIBILITIES

1. Participates in the recruitment and selection of full-time faculty.
2. Orients new full-time faculty and participates in the evaluation process as per the Master Agreement.
3. Schedules and participates in the evaluation process for continuing-status faculty.
4. Recruits, recommends, orients, and helps evaluate adjunct faculty.
5. Serves as liaison between the discipline and adjunct faculty.
6. Orders textbooks for classes taught by adjunct faculty.
7. Develops discipline schedule in cooperation with discipline members.
8. Administers discipline travel funds and approves travel requests.
9. Makes recommendations for curriculum revisions and course changes, additions, or deletions.

Appendix I

Absence and Vacation Form



ST. CLAIR COUNTY COMMUNITY COLLEGE



ABSENCE AND VACATION REPORT

Date of Request: _____

Name: _____ Employee I.D. # _____

Date of Absence: From _____ Thru _____ No. of Days _____

Declaration of Classification: ILLNESS PERSONAL VACATION Other (Explain)

Reason for Absence: _____

Employee's Signature _____

Approved by: (Supervisor) _____

NOTE: This form is to be completed by all Personnel for all absences not covered by a travel request.

Submit: No Later Than Noon Each FRIDAY.

EMPLOYEE SERVICES OFFICE - White Copy
SUPERVISOR - Yellow Copy
EMPLOYEE - Pink Copy

EMPLOYEE SERVICES USE ONLY	
Prior Balance _____	Entered For Payroll _____
Less _____	Dated _____
Remaining _____	Initial _____

Appendix J

Rules and Procedures for Administering the Sick Day Bank

Rules:

1. No one may qualify for days from the Sick Leave Bank until his/her own accumulated sick days are exhausted.
2. Formal application requesting sick days from the Bank may be made before, on, or soon after the applicant's own accumulated sick days are exhausted.
3. Each applicant must be under the care of a physician and secure his/her signature on the application.
4. Unused days from a grant will be returned to the Sick Day Bank.

Procedures:

1. Application forms may be secured from the Office of Employee Services by the applicant or his/her representative.
2. Forms are to be filled out in quadruplicate.
 - a. Original to be sent to the Chairperson of the Sick Day Bank Committee.
 - b. One copy to be sent to the Office of Employee Services.
 - c. One copy to be sent to the Association President.
 - d. One copy to be retained by the applicant.
3. The Sick-Day Bank Committee, at the direction of the chairperson, meets, evaluates and decides on the applicant's request.
4. The chairperson will notify the Office of Employee Services and the applicant of the action taken by the Committee.
5. Each case will be reevaluated by the Committee, if and when necessary.
6. The faculty member will inform the office of the appropriate Dean of the date of his/her return, and in turn, said office will notify the chairperson of the Committee.
7. By the end of each semester, the chairperson of the Committee will notify the Office of Employee Services, in writing, of the number of days in existence in the Bank.

Application for Grant of Days from Sick-Day Bank
(Fill out in quadruplicate)

Date of Application

Name of Applicant

Address

Telephone

Date of expiration of applicant's accumulated sick days: _____

Name of attending physician: _____

Telephone

Applicant's Signature

To be completed by physician:

Type of Illness: _____

Estimate of number of days patient will be unable to work: _____

Physician's Signature

Date

Appendix K

ST. CLAIR COUNTY COMMUNITY COLLEGE
Grievance Report

All dates must be initialed.

Name of Grievant

Date Filed

INFORMAL LEVEL

A. Statement of Grievance:

B. Date of Occurrence:

C. Remedy Sought:

D. Date received by Dean:

E. Disposition by Dean:

Signature Date

F. Position of Grievant and/or Association:

Signature Date

Step II

A. Date received by Board:

B. Disposition by Board:

Signature Date

C. Position of Grievant and/or Association:

Signature Date

Step III

A. Date received by Arbitrator:

B. Disposition by Arbitrator:

Signature

Date

Appendix L

Evaluation Forms

EVAL-1 Student Perception Form
EVAL-2 Classroom Observation Form/Probationary Faculty

STUDENT PERCEPTIONS FORM*
1988-91 FACULTY AGREEMENT

Course _____ Instructor _____

Date _____ Your Student Classification (Circle One)
Freshman Sophomore Special

Your GPA in all courses at this college (Check One)
 3.5-4.0 _____ 2.0-2.4 _____ _____ New Student
 3.0-3.4 _____ .0-1.9 _____
 2.5-2.9 _____ Don't Know _____

This course was (Check One) Required _____ Elective _____

The items on this questionnaire ask you to comment on the various aspects of your course.
 Thank you for taking the time to fill this form out thoughtfully. Your answers and comments will help your instructor improve the course.

USE THE FOLLOWING SCALE FOR YOUR EVALUATION DESCRIPTIONS.

1 = almost never or almost nothing 4 = very often
 2 = occasionally 5 = almost always, a great deal
 3 = often or much

Please circle your response; if not applicable, LEAVE BLANK

- | | | | | | |
|---|---|---|---|---|---|
| 1. My intellectual curiosity has been stimulated by this course. | 1 | 2 | 3 | 4 | 5 |
| 2. I am learning how to think more clearly about the area of this course. | 1 | 2 | 3 | 4 | 5 |
| 3. I was able to pay attention during class. | 1 | 2 | 3 | 4 | 5 |
| 4. The pace of the presentation allowed me to grasp new concepts. | 1 | 2 | 3 | 4 | 5 |
| 5. I tried to relate the course material to other things I know. | 1 | 2 | 3 | 4 | 5 |
| 6. The course is increasing my interest in learning more about this subject. | 1 | 2 | 3 | 4 | 5 |
| 7. The instructor is enthusiastic. | 1 | 2 | 3 | 4 | 5 |
| 8. The instructor gives good examples of the concepts. | 1 | 2 | 3 | 4 | 5 |
| 9. The instructor provides appropriate detail. | 1 | 2 | 3 | 4 | 5 |
| 10. The instructor is helpful when students confused. | 1 | 2 | 3 | 4 | 5 |
| 11. The instructor seems knowledgeable in this subject. | 1 | 2 | 3 | 4 | 5 |
| 12. The instructor knows students' names. | 1 | 2 | 3 | 4 | 5 |
| 13. The instructor is available and willing to help students. | 1 | 2 | 3 | 4 | 5 |
| 14. The instructor encourages students to ask questions, express their own ideas. | 1 | 2 | 3 | 4 | 5 |
| 15. The instructor is fair and impartial in dealing with students. | 1 | 2 | 3 | 4 | 5 |
| 16. Students feel free to disagree with the instructor. | 1 | 2 | 3 | 4 | 5 |
| 17. The degree of difficulty of the assignment is appropriate. | 1 | 2 | 3 | 4 | 5 |

18. The amount of work required is appropriate for the credit received.	1	2	3	4	5
1988-91 FACULTY AGREEMENT					
19. Course outlines were clearly presented and class activities were well organized.	1	2	3	4	5
20. The subject matter covered was relevant.	1	2	3	4	5
21. The grading system was clearly explained.	1	2	3	4	5
22. The instructor keeps students informed of their progress.	1	2	3	4	5
23. The instructor tells students when they have done a particularly good job.	1	2	3	4	5
24. Tests and papers are graded and returned promptly.	1	2	3	4	5

OVERALL EVALUATION

Indicate your evaluation of characteristics listed below, using the following scale:

1 - Poor 2 - Fair 3 - Good 4 - Very Good 5 - Excellent

25. Rate the instructor's general teaching effectiveness for yourself.	1	2	3	4	5
26. Rate the contribution of the textbook and other instructional materials to this course.	1	2	3	4	5
27. Rate the value of the course as a whole to you.	1	2	3	4	5

Please note: The responses on the following questions are different from the preceding questions.

USE THIS SCALE:

1 - definitely false	3 - in between	5 - definitely true
2 - more false than true	4 - more true than false	if not applicable, leave blank

28. I attend class regularly.	1	2	3	4	5
29. I actively participate in class discussions.	1	2	3	4	5
30. I accomplish required assignments on time.	1	2	3	4	5
31. I try to connect what I am learning through this course and my own experience.	1	2	3	4	5
32. I use the learning opportunities provided in the course.	1	2	3	4	5
33. I have used the Learning Resources Center services to help me in this course.	1	2	3	4	5
34. I have helped classmates learn.	1	2	3	4	5

Add Comments (no rating involved):

35. How do you perceive the value of this course to your life in ten years?

Comment:

36. What are the strengths of this instructor?

Comment:

37. What areas if any, need improvement?

Comment:

ST. CLAIR COUNTY COMMUNITY COLLEGE

CLASSROOM OBSERVATION FORM

Probationary Faculty

Faculty Member Being Evaluated: _____ Semester: _____
 Department or Program Area: _____ Date: _____
 Course Prefix and Number: _____ Students: On Class List _____
 Evaluator: _____ In Class _____

PERFORMANCE SCALE

0 - Unacceptable	2 - Slightly Below Average	4 - Above Average
1 - Needs Improvement	3 - Satisfactory	5 - Exceptional

- | | | | | | | |
|---|---|---|---|---|---|---|
| 1. Command of Subject: Demonstrates a sound knowledge of subject. | 0 | 1 | 2 | 3 | 4 | 5 |
| 2. Organization: Proceeds at the proper speed and utilizes available time so that students are not inappropriately pushed to cover vast amounts of material; places the proper emphasis on the significant elements of the course; does not use trivialities, but provides enough details to support, clarify, and explain the generalities. | 0 | 1 | 2 | 3 | 4 | 5 |
| 3. Clarity of presentation of subject matter: Subject matter presented so a normally attentive student can understand material. | 0 | 1 | 2 | 3 | 4 | 5 |
| 4. Level of presentation: The class is presented at a level of difficulty that challenges the students but does not exceed their capacity to learn. | 0 | 1 | 2 | 3 | 4 | 5 |
| 5. Pace of presentation: Pace of presentation allows students to grasp concepts and ideas -- neither too fast nor too slow. | 0 | 1 | 2 | 3 | 4 | 5 |
| 6. Professional presence: The faculty member has poise, maintains the confidence and respect of the class, holds one's interest and attention, and guides discussion into relevant phases. | 0 | 1 | 2 | 3 | 4 | 5 |
| 7. Speech: Enunciates clearly; pronounces words correctly; uses proper English. | 0 | 1 | 2 | 3 | 4 | 5 |
| 8. Class procedure: Has a prepared course syllabus that provides a comprehensive outline of the course material and a clear definition of course expectations; makes effective use of textbook and other instructional materials. | 0 | 1 | 2 | 3 | 4 | 5 |
| 9. Evaluation: Employs comprehensive, adequate, fair, and appropriate evaluative standards, instruments, and procedures for measuring students' performance. | 0 | 1 | 2 | 3 | 4 | 5 |
| 10. Sensitivity toward students' level of understanding: Encourages and responds well to student inquiry. | 0 | 1 | 2 | 3 | 4 | 5 |
| 11. Instructor Enthusiasm: Contagious enthusiasm; stimulates imaginative, independent or critical thinking, as opposed to being boring, lethargic. | 0 | 1 | 2 | 3 | 4 | 5 |
| 12. Ability to understand students' point of view: Knows what elements of the material are difficult the first time encountered; knows how to make them understandable. Immediately grasps the exact meaning of questions asked. | 0 | 1 | 2 | 3 | 4 | 5 |

Strengths:

Areas Needing Improvement:

Evaluator

Date

Faculty Member*

Date

Comments of Faculty Member:

* The signature of the faculty member does not signify that the faculty member agrees with the comments of the evaluator, only that the faculty member has read this form.



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NOTE:

1. See Table of Contents for specific Articles and Sections.
2. An asterisk denotes that the definition of a term is listed under "Definitions" in Appendix E.

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