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WEST SHORE COMMUNITY COLLEGE

INSTRUCTIONAL AGREEMENT

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*West Shore Community College*

August 21, 1986

to

August 20, 1988

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AGREEMENT

This Collective Bargaining Agreement entered into effective September 18, 1986 between the West Shore Community College District, hereinafter referred to as "Employer", and the West Shore Community College Faculty Association, hereinafter referred to as the "Association", expresses all mutually agreed covenants between the parties hereto.

ARTICLE I: RECOGNITION

Sec. 1 The Employer recognizes the Association as the collective bargaining agent for all current members of the West Shore Community College full-time instructional faculty, counselors, and librarians, in matters of professional compensation, benefits and work loads.

ARTICLE II: EMPLOYER'S RIGHTS/ASSOCIATION'S RIGHTS

EMPLOYER'S RIGHTS:

Sec. 2 Except as expressly limited in this Agreement, the Board and its Administration, on their own behalf, and on behalf of the electors of the District, hereby retain and reserve all powers, rights, duties and responsibilities conferred upon and vested in them by the constitution and laws of the State of Michigan and the United States and by the policies of the West Shore Community College Board of Trustees. It is understood that such powers, rights, duties and responsibilities may and will be exercised by the Employer so as to maintain the College as efficiently and at the lowest cost possible, consistent with relevant statutes and with this Collective Bargaining Agreement. Except as expressly limited in this Agreement, the Employer reserves and retains fully and exclusively, all of its inherent and customary rights respecting administration of the College, including specifically, but not by way of limitation, the right: to define the goals of and develop the policies of the College; to determine the curriculum and extracurricular programs to be offered in the College, together with the work to be performed by and the schedules of work and instruction of all employees of the College; to determine the number, location and usage of the College's facilities; to select and direct all employees, including the right to hire, discipline, suspend, discharge, promote, demote, assign, reassign, transfer or layoff employees or to reduce or increase the size of the working forces; to determine the methods, means, materials and personnel by which the operations of the College shall be conducted; and to do all other things in its judgment necessary for the proper establishment, maintenance, management and carrying on of the College. Except as expressly limited by this Agreement, the Employer shall have the right to conduct and maintain the College's services and operations as in the past and prior to execution of this Agreement with

the Association, but shall also have the right to study and use such improved methods and techniques for the providing of service and instruction as the Employer may determine to be appropriate for the advancement of the College.

- Sec. 3 The Employer reserves the rights to promulgate and change from time to time reasonable rules and regulations respecting faculty and other employee functioning and responsibilities; provided, however, that such rules and regulations shall not be inconsistent with this Collective Bargaining Agreement.

#### SENATE'S RIGHTS

- Sec. 4 Right to Organize: Each faculty member shall have the right freely to organize, join, and support the Faculty Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The Board will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Faculty Association, participation in any lawful activities of the Faculty Association, or institution of any grievance, complaint or proceeding under this Agreement with respect to any term or condition of employment.
- Sec. 5 Access to Information: The President of the Faculty Association, upon written request, shall be sent copies of statements and financial information pertaining to the College. Such information shall be limited to that which is normally distributed to the Board. Other information which will assist in the processing of a grievance will be furnished upon written request by the Faculty Association, when such information is legally the privilege of the Faculty Association and germane to specifically identified issues. Costs for providing said information shall be limited to duplicating expenses and direct personnel costs.
- Sec. 6 Board Agenda: On the dates of the Board's official meetings, a copy of the agenda with all public attachments shall be provided for the Faculty Association before such meetings. A copy of the approved minutes of Board meetings may be secured by the Faculty Association within ten (10) days after the date the minutes were approved. Duplicating expenses shall be borne by the Association.
- Sec. 7 Faculty Association - Administration Meetings: Members of the bargaining unit who by arrangement between the Faculty Association and the College administration participate during working hours and conferences and meetings with the Board or its representatives which involve or derive from this collective bargaining agreement shall suffer thereby no loss of pay.

- Sec. 8 Equal Rights: The Employer shall provide equal and just application of rules, regulations, policies, and evaluation procedures to all members of the faculty in a manner which is not arbitrary, capricious or without basis in fact.

ARTICLE III: ACADEMIC FREEDOM AND RESPONSIBILITY

Sec. 9 Academic Freedom

Each faculty member shall have the freedom to report the truth as he sees it, both in classroom/counseling situations and in associated publication. There shall be no restraints which unreasonably impair an instructor's ability to present his subject matter in this context; however, each faculty member shall be careful not to introduce controversial matter which has no relation to the subject in his/her teaching. It is recognized that such freedoms are subject to relevant obscenity statutes and decisions of courts of competent jurisdiction.

Sec. 10 Academic Responsibility

Each faculty member shall devote to his assigned duties time and effort sufficient to assure the competent discharge of same. All faculty members shall be obligated to devote adequate time and effort, in addition to classroom or other student contact hours, to assure the offering of professionally competent instruction. All faculty members shall at all times during the discharge of their assigned duties conduct themselves in a professional and responsible manner.

Each faculty member is an emissary for his/her profession and a representative of West Shore Community College. When the faculty member speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning and education he/she should remember that the public may judge the profession and the institution by his/her utterances. Hence, the faculty member must at all times be accurate, be a law abiding citizen, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he/she is not an institutional spokesperson.

ARTICLE IV: EMPLOYMENT CONDITIONS

Sec. 11 Education and Experience Required

When hiring faculty, a graduate degree is preferred, or its equivalent in experience related to the area of instruction. At that time the appropriate instructional dean shall determine and record those reaching discipline(s) for which the faculty member is qualified.



Sec. 12 Personnel File

An official personnel file shall be maintained by the Employer for each faculty member, and all such files shall be maintained in a centrally located office.

Each personnel file shall have a cover sheet upon which shall be recorded the date of the insertion of any material, the subject and origin of the material, and the names of those persons who insert and inspect the material. Records entered prior to January 1983 are exempt from this provision.

Each faculty member shall be obligated to see that employment data, such as verification of job experience, transcripts of credits, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustment, are on file in the Personnel Office.

Each faculty member shall have the right to examine the contents of his own personnel file, excluding only confidential pre-employment credentials of an evaluative nature. The faculty member shall make an appointment with the Personnel Office to examine his file. The Director of Personnel or his designee shall be present when the faculty member examines his file, and if the faculty member desires it, he may be accompanied by a representative of the Faculty Association. If the faculty member designates in writing that he desires a representative of the Faculty Association to examine his file in his absence, the designated representative shall be allowed to examine the file.

No official report nor any derogatory statement about a faculty member shall be filed unless he is sent an exact dated copy. The faculty member has the right to submit a response to the report or statement, and the response shall be attached to and filed with the report or statement.

All documents, communications and records dealing with the processing of a grievance as outlined in this Agreement, shall be filed separately from the personnel files of the participants.

Each faculty member shall have the right to place in his personnel file material which attests to his professional competence.

At the faculty member's request, the Employer shall reproduce any material in his personnel file except confidential pre-employment credentials of an evaluative nature, provided a reasonable duplication fee is paid by the faculty member.



Each faculty member shall be apprised in writing of the permanent removal of any material from his personnel file. The following rules shall govern the permanent removal of such material:

1. Each faculty member shall have the right to request in writing the material filed for five years prior to the request be removed permanently from his personnel file. Such material shall be removed promptly by the Employer.
2. The Employer shall have the right to remove permanently material filed for over five years prior to the date of removal.
3. Each faculty member shall have the right to retain material permanently removed from his personnel file.
4. Material expressly excluded from these provisions shall include: employment data, such as verification of job experience, transcripts of credits, and records of certification necessary for initial salary placement and subsequent salary changes or adjustments in confidential pre-employment credentials of an evaluative nature or other legally necessary documents.

Sec. 13 Probationary Appointment

1. All faculty members shall initially receive a semester or a one-year probationary appointment which can be terminated or renewed by semester or annually.
2. If a semester probationary appointment is not to be renewed, the faculty member shall be notified in writing no later than January 1 if serving a fall semester appointment or July 1 if serving a spring semester appointment.
3. If a one-year probationary appointment is not to be renewed, the faculty member shall be notified in writing no later than April 1.
4. A faculty member receiving notice of non-renewal of probationary appointment shall be entitled to consultation with the President within five work days of receipt of said notice.
5. The probationary period shall be three accumulated academic years of full time service. Nothing in this statement, however, precludes the granting of a continuing appointment at any time during the three-year probationary period. During and after the probationary appointment faculty members shall demonstrate effective teaching, contribute to the growth and development of the college and pursue necessary and appropriate professional development activities as evaluated by his/her dean.

6. The probationary period may be extended for one (1) additional year but only by mutual agreement in writing between the employee, the Employer, and the Association.

Sec. 14 Continuing Appointment

After the satisfactory completion of the probationary period the faculty member shall be granted a continuing appointment which shall be in effect for an indefinite period and shall be terminated due only to physical or mental incapacity, retirement or for provisions of Sections 15, 16, 17 or 18.

Sec. 15 Notice

A faculty member on continuing appointment must announce his/her intent to discontinue service with the College in the next academic year prior to April 1. After June 1, the faculty member may discontinue service only by mutual consent of the Board and faculty member.

Sec. 16 Staff Reduction and Reappointment

1. The Employer shall reassign employees' teaching duties and schedules to avoid terminating them when they have achieved prior qualification according to the criteria set forth in this provision and when vacancies for which they are qualified exist. The Employer's judgment will determine circumstances under which redirection of program or budget curtailment require staff reductions. The following factors will be considered in selecting employees to be terminated: seniority and past performance, areas in which course and/or work reductions have or will be made, academic qualifications, certification requirements and work experience of employees, and satisfactory progress in professional development. It is specifically understood and agreed that less-senior employees may be retained or reappointed where such less-senior employees have better qualifications, experience, abilities, versatility or past performance.
2. Employees to be so terminated will be advised in writing no later than April 1 for the next academic year. The Association President shall be tendered a list of employees being terminated on the same date the notices are issued to affected employees.
3. Any faculty person, with continuing contract status, who is terminated in accordance with provisions of paragraph # 1 above shall receive severance allowance equal to 25% of his/her last annual contracted salary amount payable June 30 of the current fiscal year, or following the close of the current fiscal year, at the employee's option.

4. Individuals who have been terminated from employment with the College may apply for, and will receive consideration for, a position with the College for which he/she is qualified if such a position becomes available. Re-appointment of a former employee will be a probationary appointment subject to the provisions of Article IV, Section 13.

Sec. 17 Failure to perform in accordance with the conditions of this Agreement, may result in official reprimand, suspension, or dismissal. Disciplinary action shall generally follow the pattern of oral reprimands and written reprimands prior to suspension or dismissal.

Sec. 18 Suspension and Dismissal

1. Suspension may be directed by the President if reasonable circumstances suggest such action for the benefit of the institution and/or the individual. Suspension may be with or without pay and may not necessarily lead to dismissal.
2. Dismissal of a faculty member on continuing contract shall be for just cause and in compliance with the following due process procedures:
  - a. The President shall provide the faculty member with a notice of charges for which dismissal shall be recommended. The notice will also set forth a hearing date.
  - b. The faculty member shall have an opportunity to respond to the President prior to the hearing date.
  - c. The Board shall hear the case. The faculty member may be heard in his own defense or by counsel.
  - d. Following the hearing, the Board shall recommend to the President the action to be taken.
  - e. The President shall execute the recommendation of the Board.
3. Dismissal shall be for just cause including a) insubordination, b) neglect of duty, c) unprofessional conduct, d) immorality, or e) incompetency.
4. Non-renewal of an appointment is not to be considered a dismissal.
5. Due process procedures as outlined in Article IV, Section 18 shall constitute the sole remedy in case of dismissal and shall not be subject to grievance procedures as outlined in Article IX of the Agreement.

ARTICLE V: WORKING CONDITIONS

Sec. 19 Teaching Load

1. The instructional load shall be 15-16 equated hours per semester (30-32 equated hours per academic year).

- a. Lecture session equated hour for hour.
- b. Art studio, science laboratory and other activity oriented sessions equated as follows:  
1986-87 academic year and summer: .70 to 1  
1987-88 academic year and summer: .75 to 1
- c. The equated hour for the nursing staff will be determined by the following formula:

1986-87 academic year and summer:  

$$\frac{(\text{lecture hrs. per semester})}{15} + \frac{.70 (\text{lab hrs. per semester})}{15}$$

1987-88 academic year and summer:  

$$\frac{(\text{lecture hrs. per semester})}{15} + \frac{.75 (\text{lab hrs. per semester})}{15}$$

- d. Lecture and lab hours shall be determined by the Director of Nursing prior to each semester. Classes of less than ten (10) may be assigned and taught as directed study classes and equated in the faculty member's load at a directed study rate, i.e. one student shall be equated to .46 equated hours and each additional student shall be equated to .06 equated hours, per course credit hours. Unless it is with the faculty member's permission, not more than two courses may be assigned at a directed study rate. When the instructor's load contains fifteen equated hours or more, no additional courses by directed study shall be assigned without the instructor's permission. Official enrollment for this purpose shall be the enrollment on the count date defined in the current state aid act. Course assignments shall be made no later than one working day before classes begin.
- e. When two or more courses or parts of courses are combined to be taught by a faculty member, the equated hour load shall be computed as follows:
  - 1) determine total hours of contact for combined classes
  - 2) add the lecture hours of the courses in combination
  - 3) subtract the total of step 2 from the total contact clock hours involved in the combination

- 4) use the remainder computed in step 3 to establish the laboratory rating of the combination by multiplying the remainder by .70 in academic year 1987 and by .75 in academic year 1988.
  - 5) add the lecture hour rating from step 2 to the laboratory rating from step 4 to determine the equated hour load for the combination
  - 6) the combination of lecture hours plus laboratory hours shall not exceed the total contact hours
2. Instructional overload shall commence when the equivalent of 16 equated hours per semester is exceeded or the equivalent of 32 hours per year is exceeded, whichever first occurs.
  3. The compensated instructional overload per semester shall not be applicable in the calculation of the yearly accountable load.

Sec. 20 Preparation Loads

When possible, loads will be assigned to include at least two sections of one course in order to reduce preparation loads so long as such assignment is reasonable.

Sec. 21 Academic Year

The academic year shall not exceed ten consecutive months, starting with August and ending with spring commencement and shall cover such period as is included in the official academic calendar. (see Appendix C)

Sec. 22 Sabbatical Leave

1. Any faculty member who has rendered service to the college for at least six (6) consecutive years may (upon the recommendation of the President) be granted a leave of absence not to exceed one (1) year for the purpose of study or travel which will benefit the College and permit the instructor to give enriched instruction to students.
2. Time spent on sabbatical leave shall count as regular service and shall not interrupt the instructor's progress on the salary schedule.
3. While on sabbatical leave, the instructor shall receive 2/3 of his/her regular pay.
4. Faculty members desiring to receive retirement credit for sabbatical time must comply with the following guidelines:
  - a) Return to the same reporting unit (WSCC).
  - b) Complete one year (170 days at 6 hours per day) of service at WSCC.

- c) Make application to the retirement system for purchase of credit.
- d) Receive approval from the retirement system for purchase of credit.

Completion of the above and submission to the Business Office by June 25 of the fiscal year following the faculty members return from sabbatical leave will entitle the faculty member to purchase of the sabbatical credit at college expense.

5. No more than 5 percent of the faculty members of the College may be on sabbatical leave at one time. Sabbatical leave may be awarded to more than one individual in an academic year, but the total leave granted shall not exceed release time beyond that of one full-time instructor.
6. For sabbatical leave procedures see Appendix B.

Sec. 23 Sick Leave

Faculty members, upon accepting a contractual position within the college, shall be entitled to five days of sick leave. Additional sick leave shall accumulate to a total of eighty (80) days at the rate of one day for each month beginning the sixth month of service. No more than nine days shall accrue in a fiscal year.

Sec. 24 Bereavement Leave

Upon proper notice to the dean a faculty member shall be entitled to three days of leave of absence without loss of salary for the death of any member of his/her immediate family. The immediate family shall include the faculty member and spouse and their parents, grandparents, siblings, children and grandchildren, and other persons under exceptional circumstances who have lived with them a period of years. Additional bereavement leave, not to exceed three days may be granted by administration and will be deducted from the faculty member's accumulated sick leave account.

Sec. 25 Leaves of Absence, Other Than Sabbatical

1. Leave of absence without pay or benefits, may be granted to faculty members by the Board upon the recommendation of the President. Such leaves shall not exceed one year in duration. Initial application for leave of absence shall be made to the faculty member's dean. While on leave, no advancement on the salary schedule will be granted.
2. If a faculty member on leave elects to discontinue service with the College, such notice will be rendered prior to April 1 of the academic year he/she is on leave.



Sec 26 Extended Time Assignments

1. No faculty member shall be required to teach more than one course which meets after 6:00 p.m. or on Saturday in any given semester, except as permitted in 3 below.
2. No faculty member shall be required to teach Saturday courses in successive semesters, except as permitted in 3 below.
3. In the event that a faculty member cannot otherwise be assigned a full teaching load, the extended assignment restrictions are void.

Sec. 27 Mileage Travel Allowance

Faculty members using their personal vehicles for approved college business shall be compensated at an amount equal to the rate approved by the Internal Revenue Service for reimbursement of business mileage. In driving to off-campus teaching assignments, no mileage payment will be due if the distance to the teaching station from the faculty member's house is less than the distance to the campus. Mileage beyond the distance to the campus will be paid.

Sec. 28 Supervision of Internships and Field Study Students

Supervision within internship and field study programs shall be added to teaching load 1/4 credit hour per student.

Sec. 29 Supervision of Directed Study Students

Supervision of students within this program shall be added to the teaching load as follows:

Payment to be computed as defined in Section 19:1.d.

Sec. 30 Faculty Participation

Faculty members will share the responsibility of sponsoring student groups, serving as chaperones, participating in registration, advising students, serving on councils or committees and working on divisional projects.

Sec. 31 Semester Work Load Sheet

It shall be the responsibility of each faculty member to sign his/her semester work load sheet at the office of the appropriate dean during the third week of each semester.

Sec. 32 Librarians and Counselors

Librarians and Counselors shall have an eleven (11) month contract providing for 25 working days of vacation.



Sec. 33 Association Days

The West Shore Community College Faculty Association Executive Board members and committee chairmen will be permitted a combined total of five (5) days of released time from school responsibilities to transact official Association business without loss of salary or other benefits. These days shall be granted at the request of the Association President when he/she notifies the appropriate dean in writing a minimum of three (3) days in advance and includes in said notification alternate arrangements made to cover contractual duties while absent.

ARTICLE VI: PROFESSIONAL COMPENSATION

Sec. 34 Compensation

1. Prior to the beginning of the contractual year, each faculty member will indicate by checking the appropriate box on his/her notification of placement on faculty salary grid his/her selection of twenty or twenty-six pays.

2. Pay Formula

- a. Overload and Incentive Pay

Faculty electing to seek instructional loads greater than 16 equated hours in a semester or 32 equated hours in the academic year shall be compensated at the rate of 1/40 of the faculty member's annual salary for each equated hour above the instructional load set forth in Section 19 Teaching Load. Instructional loads shall be limited by available sections and authorization of the appropriate instructional dean. Faculty are encouraged to consider development of new courses when evidence of student demand is present.

Overloads in excess of 16 equated hours in any semester will be paid on the payday nearest the mid-point of the semester in which the overload occurs. Any hours for which overload compensation is received in the fall semester will not be counted in the annual 32 hours maximum load requirement calculated in the spring semester.

- b. Divisional Chairpersons Compensation

The basic annual compensation rate for divisional chairpersons shall be .0075 of the M.A. minimum salary as shown on the faculty salary grid and their allowance for each full-time equated instructor in the division shall be .0060 of the M.A. minimum. The chairperson's teaching load shall be considered as part of the total equated load in their division.

### 3. Summer Term Contracts

- a. The summer term schedule will be available to all full-time faculty by the tenth day of March.
- b. Full-time faculty will declare, in writing, their interest for teaching in the summer term by April 1. This written declaration must include the minimum number of students that the faculty member will accept under a directed study program per provisions of Section "e" below. If this minimum number is greater than the average of the last two summer class enrollments, the dean has the option of contracting with another person. If the enrollment in the class has not reached the stipulated level on the third working day preceding the scheduled start, the commitment to the faculty member will be declared void.
- c. The summer term schedule shall be available to prospective students by the end of the tenth week of the spring semester.
- d. Faculty members teaching summer courses with 13 or more students will be compensated at a rate of 1/36 of their academic year's contractual salary per equated hour of instructional load.
- e. Courses with fewer than 13 students may be taught by the scheduled instructor at a rate of compensation equal to 1/13 of his/her salary for that course as established in section "d" above multiplied by the number of students enrolled in the course. Official enrollment for this purpose shall be the enrollment on the count date defined in the current state aid act.
- f. Courses with a minimum of 13 students enrolled on the first day the class meets will not be cancelled.
- g. When two or more regular faculty members indicate interest in teaching the same course or courses in the summer term, preference will be given in course load assignments as follows:  
Faculty members whose academic year instructional load includes the same course, courses, or courses within the same sequence as a summer term offering shall be given the highest priority. Otherwise faculty members with the most seniority at West Shore Community College will be given preference, provided they are qualified as defined in Article IV, Section 11.
- h. Announcement of cancelled courses shall not be the responsibility of the scheduled faculty member.
- i. Faculty members in the summer term must establish a minimum of one regularly scheduled office hour per week for each four equated hours of load or fraction thereof.

- j. Courses not listed in the summer term schedule may be taught by faculty member in unusual situations. These courses may be taught under a directed study program and will be compensated under the provisions of Section "e" above.
- k. Summer pay shall be disbursed in equal installments commencing no later than two and one-half weeks following the official count date and continuing through the regular payday following completion of the course. The pay schedule for courses of less than six weeks duration will be included in the individual course contract made with the faculty member.

#### 4. Salary Guide For Full Time Faculty

- a. An equitable professional salary shall be determined for each of the following professional pay levels:
  - Pay Level I - B.A. or Vocational Certificate
  - Pay Level II - B.A. and Vocational Certificate
  - Pay Level III - M.A.
  - Pay Level IV - M.A. + 15 semester hours
  - Pay Level V - M.A. + 30 semester hours
  - Pay Level VI - M.A. + 45 semester hours
  - Pay Level VII - M.A. + 60 semester hours
  - Pay Level VIII - Ph.D.
- b. The negotiated professional salaries shall be posted in Appendix D.
- c. Each faculty member, upon satisfactory performance as evidenced by 1) the renewal of his/her term appointment, shall proceed toward his/her professional salary as determined on the Index Grid in the Appendices.
- d. To qualify for salary increases (increments or adjustment or both) the faculty member must have an approved professional development plan on file with his/her dean or the dean's designee. To receive the salary increases, the faculty member must be actively progressing toward the goals of his/her approved professional plan as defined and outlined in Article VII.

#### Sec. 35 Benefits

- 1. Long Term Disability Insurance (excluding semester appointments): Coverage shall continue to age 65 for disabilities incurred age 60 and earlier. For disabilities incurred between the ages of 61 to 69, benefits shall be prorated from 60 months down to 12 months. The benefit rate shall be

2/3 regular compensation to a \$3,000.00 per month maximum. Mental conditions shall not be excluded if the individual is institutionalized. If not institutionalized, benefits shall be limited to 24 months maximum. Disability benefits are integrated with social security, worker's compensation, and any other employer paid insurance.

2. Life Insurance: All full time faculty excluding semester appointments shall be provided term life insurance in an amount equal to the nearest thousand dollars of their salary. Spouses shall be covered for two thousand (2000) dollars; dependents for one thousand (1000) dollars; dependents aged six (6) months and under for one hundred (100) dollars.
3. Medical: Full family hospitalization and medical insurance program including major medical provisions with benefits equal to or greater than existing policy for a majority of employees covered under this contract.
4. Tuition Remission: Tuition and student service fees exemption for faculty member, spouse, or a dependent of a faculty member.
5. Dental and Vision: Reimbursement for dental and vision expenses upon presentation of dental and/or vision expense receipts shall be provided as follows:

July 1, 1986 - June 30, 1987: \$175.00

July 1, 1987 - June 30, 1988: \$200.00

If a balance remains at the close of a fiscal year, it may be carried into the next fiscal year; however, no balance shall exceed two times the current annual allowance.

6. Disability and Sick Leave: In the event a faculty member is disabled through injury or illness covered by Worker's Disability Compensation, sick leave shall not be reduced.
7. Coverage Duration: The Board shall make payment of insurance premiums for all faculty on continuing contract to insure coverage for the full twelve month period of the contract year though the member may not be returning the next academic year.
8. Survivor Benefit: In the event of the death of a faculty member during the academic year, the Board shall continue dependent insurance until the end of the contract year.

ARTICLE VII: PROFESSIONAL DEVELOPMENT

Sec. 36 Each faculty member will develop and pursue, with the approval of the appropriate dean, a Professional Development Plan. The plan shall be aimed at maintaining competency, and/or increasing the faculty member's proficiency in his/her discipline(s) and/or broadening the areas of professional competency. It will include:

1. A summary of professional development since the prior evaluation.
2. A statement of specific professional goals.
3. Methods to accomplish the goals, with dates as needed for specific items such as conferences, course work, workshops, journals, etc.
4. Means of meeting any recommendations noted in the dean's prior evaluation of the faculty member.

Sec. 37 To be considered for movement from one column to another on the salary guide, all course work or other work attained through professional or industrial training programs must be a part of an approved professional development plan. All such plans must show the relationship of courses or other work to the faculty member's discipline(s) or to broadening the areas of professional competencies.

Sec. 38 By April 1, each faculty member who expects to qualify for a pay column change the following year shall file a written notice of such expectation with his/her dean. This step shall be a prerequisite to exercising the procedures outlined in sections 39 and 40 below.

Sec. 39 To qualify for column change, documentation must be presented to the faculty member's dean as follows:

Official transcript describing the course work involved

or

Documentation indicating the completion of professional development plan involving experience activities. Such documentation shall be mutually agreed upon as part of the plan.

Sec. 40 Adjustments to the base salary shall be made commencing the semester following the presentation of documents above.

ARTICLE VIII: FACULTY EVALUATION

Sec. 41 It is assumed at the time of initial employment that the faculty member is already competent in his/her discipline(s). The period



of probationary employment shall be used for the purpose of testing that assumption. Thus, evaluations during the period of probationary employment should note areas (if any) where the probationary faculty member needs improvement before he/she achieves continuing contract status. The granting of a continuing contract acknowledges professional competence in the assigned discipline(s) for each faculty member so evaluated. Thereafter evaluations shall be for the purpose of assessing the effectiveness of that faculty member's activities aimed at maintaining or enhancing his/her competence. The emphasis by the employer shall be on maintaining and/or enhancing this competence. To serve the best interest of the institution and its students, the following procedures will be followed annually for faculty evaluation:

1. The appropriate dean will conduct an interview with each faculty member and then provide a written evaluation. The purpose of the interview and written evaluation will be the assessment of the faculty member's performance with respect to the Faculty Position Profile (Appendix E) and the Professional Development Plan. Those courses which the faculty member is qualified to teach shall be listed and reviewed annually. For currently employed faculty all courses previously included in the faculty member's instructional assignments at W.S.C.C. shall comprise the list of courses for which the faculty member is qualified. Maintenance of competencies for those courses listed shall be addressed in the evaluation process. Courses may be added or deleted from this list by mutual agreement of the faculty member and the appropriate dean. Faculty on term appointment will be evaluated as to satisfactory progress towards qualifying for a continuing appointment.
2. If peer evaluation is requested by the faculty member, summary results will be included as part of the faculty evaluation.
3. If student evaluation is requested by the faculty member, the dean, or both, summary results will be included as part of the faculty evaluation.
4. Notice of satisfactory or unsatisfactory performance shall be communicated to the faculty member and made a part of the faculty member's personnel file prior to the close of each academic year.

#### ARTICLE IX: GRIEVANCE PROVISIONS

- Sec. 42 Should any complaint or dispute arise between the Employer and faculty member or group of faculty members of the Association with respect to the meaning, interpretation, or application of a specific and identified provision of this Agreement, it shall be resolved in accordance with the following procedures:

Step I: Earnest efforts shall be made to settle verbally and informally such complaints and disputes between the aggrieved faculty member and his/her appropriate dean. If agreement is not reached, the grievance shall be reduced to writing on the officially agreed upon grievance form and filed with the appropriate dean by the aggrieved faculty member within fifteen (15) work days following the occurrence of the event or action giving rise to the grievance. At any conference called under this provision, the faculty member may be accompanied by a Association representative, and the dean may be accompanied by another administrator.

Step II: Following receipt of a written grievance, the dean will within five (5) work days communicate his/her decision in writing to the aggrieved faculty member.

Step III: If the grievance is not resolved at Step II, the aggrieved faculty member must file an intent to appeal with the Executive Secretary of the college within three (3) work days following the receipt of the dean's reply.

Step IV: Following Step III appeal notice, the aggrieved faculty member and the dean must provide a written presentation of facts to the President within seven (7) work days from the appeal notice date. The President will schedule a conference on the matter and advise the aggrieved faculty member, the Grievance Committee of the Association, and the dean of the time and place of the conference. The President shall communicate his/her decision in writing to the aforementioned parties within ten (10) work days of the receipt of written presentation of facts.

Step V: If the grievance is not resolved at Step IV, the aggrieved faculty member shall request a President's hearing. Such request shall be submitted to the Executive Secretary within three (3) work days following receipt of the President's decision. A hearing will be scheduled within seven (7) work days of notice to the Executive Secretary for the purpose of final presentation of facts and documentation. The Executive Secretary will establish a transcript of the proceedings. The President shall communicate his final decision in writing to the aggrieved faculty member and the Grievance Committee of the Association within seven (7) work days following the hearing.

Step VI: The final appeal on any grievance shall be to the Board. Intent to appeal the President's final decision shall be submitted to the Executive Secretary within ten (10) work days following receipt of the President's final decision. The written grievance together with the complete written case history shall be presented at the first regular Board meeting following the decision to appeal provided the regular meeting is scheduled within ten (10) work days; otherwise, a special Board meeting shall be called. In accordance with state law this meeting shall be an open meeting unless otherwise requested by the grievant. The Board shall render its decision based upon the written case history. Parties to the grievance shall be present to respond to questions asked by the Board. The Board decision shall be communicated in writing to the aggrieved faculty member and to the Association within fifteen (15) work days after the presentation of the written grievance.



Step VII: Should the Board decision prove unacceptable, the grievance shall be submitted by the Association within ten (10) work days to the President's office to begin the process of finding an impartial arbitrator. Appeal at this level shall require the consent of the Association, as provided for by the Bylaws of the Association. Each member of the Faculty Association upon request directed to the Executive Secretary shall be provided a copy of the transcript established in Step V. Indication of the Association consent shall be communicated by the Association Secretary to the Executive Secretary. If the parties cannot agree upon an arbitrator, one shall be selected from a panel submitted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation, misinterpretation, or misapplication of the provisions of the Board in effect at the time of the alleged grievance. He/she shall give no opinion with respect to any matter left by agreement or by law to the discretion of the Employer. The arbitrator's award shall become final and binding on the grievant, the Faculty Association, and the Employer. The fees and expenses of the arbitrator shall be borne by the party against whom judgment is awarded.

A grievance may be withdrawn at any level. The time limits established in the grievance procedures shall be followed by the parties hereto. If the time limits are not followed by the Association, the grievance shall be considered settled in accordance with the Employer's last answer made. If the time limits are not followed by the Employer, the grievance may be advanced to the next step by the Association. The time limits established herein may be extended by mutual agreement in writing.

#### ARTICLE X: OTHER PROVISIONS

##### Sec. 43 The Agreement and the Law

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

##### Sec. 44 Waiver Procedures

A faculty member may waive any provisions of this contract with written consent of the Association Negotiation Committee or Summer Sub-Committee.

##### Sec. 45 Duration

This Agreement shall become effective as of August 21, 1986, and shall remain in full force and effect until the 20th day of

August, 1988, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least 90 calendar days prior to the expiration date of this Agreement of that party's intention to amend, modify or terminate this Agreement. Nothing in this contract shall be construed as a continuation of fringe benefit coverage during summer unless a notice of employment for the succeeding academic year has been issued.

Sec. 46 Duplication of this Agreement

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

Sec. 47 Use of College Facilities

1. Faculty members shall be entitled to use college facilities and equipment in the normal performance of their duties, subject to availability.
2. The Association Executive Committee shall be entitled to receive reasonable personnel support for its official business. The Association shall pay the direct cost of materials, supplies, and personnel time consumed in carrying on its official business.
3. Faculty members and members of their households shall have free use of athletic facilities in the Recreation Center at any time it is open, except when such use interferes with class, Health Club, or other scheduled activities.

Sec. 48 Deduction of Dues

Association members may elect to pay their MEA dues through payroll deductions not later than ten days prior to the second pay date of the fall semester. The election shall be made by submitting an individually signed authorization to the Business Office. The deduction shall be made in 19 equal payments beginning with the second pay period of the semester.

Sec. 49 Complete Agreement

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Faculty Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to or covered in this Agreement, or with respect to any subject not referred to or covered in this Agreement, whether or not such subject may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

APPENDIX A

Glossary

When the following terms are used, they shall be defined as follows:

Academic Year - this term shall be understood to encompass the instructional period defined by the academic calendar included in Appendix C.

Directed Study - an instructional delivery system designed for providing course objectives to a group of less than ten students. The instructor may vary the course meeting time from the time in the published schedule.

Discipline - this term shall be in reference to the specific branch of knowledge that a member of the faculty may be assigned for instruction. The term shall be used in reference to specific course subjects rather than to a curriculum, e.g. history, sociology, economics, psychology, and political science are disciplines in the social science curriculum.

Executive Secretary - this term shall be used in reference to the secretary who is responsible to the College President and the Board of Trustees.

Faculty - this term shall be in reference to those employees contracted for the instruction of the college curricula as defined by the official college catalog.

Full-Time Faculty - this term shall be in reference to those members of the faculty whose teaching assignment includes thirty (30) or more equated hours of instruction in an academic year.

Part-Time Faculty - this term shall be in reference to those members of the faculty who are hired for a teaching load of fourteen (14) or less equated hours and who are not on a semester or annual contract.

President - throughout this agreement this term shall mean the president him/herself or in the president's absence, the administrator undertaking the president's duties.

Work Days - this term shall apply to those days during which the college is open for the conduct of college business and shall not be limited to those days during which instructional activity occurs.

APPENDIX B

Sabbatical Leave (See also Sec. 22)

- A. Sabbatical leave is designed to encourage faculty members to pursue special studies, investigations and research that will contribute to their professional development and competence and render the recipients more useful to West Shore Community College. Sabbatical leave is an investment in the future of higher education and is granted with primary consideration given to the needs and aims of West Shore Community College as defined by the Sabbatical Leave Committee and as approved by the Board of Trustees.
- B. A member of the faculty shall become eligible for sabbatical leave after a continuous full-time service of a minimum of six (6) regular school years, excluding summers, or after continuous full-time of a minimum of six (6) calendar years; whichever applies to be determined by the conditions of his/her annual employment agreement. A recipient of a sabbatical leave shall become eligible for a subsequent sabbatical leave only after fulfilling the above requirements again, with time of service being calculated from the date of his/her return to his/her duties at West Shore Community College. The duration of a sabbatical leave granted to an individual shall not be used to determine eligibility for application for a subsequent leave.

To encourage and enable long range planning for sabbatical leaves, a list of eligible faculty members shall be maintained. The list shall be in order of attaining eligibility. Preference for sabbatical leave shall be based on the list. Faculty members who want to waive preference for a given year shall so indicate at the beginning of the year prior.

- C. Sabbatical leaves may be granted for periods of one or two semesters but shall in no case, exceed the period of time for which the applicant is appointed. Under special circumstances, determined by the needs of the applicant and the interest of West Shore Community College, a sabbatical leave of two nonconsecutive semesters may be granted, insofar as the total period of time on leave does not exceed the period of time for which the applicant is regularly appointed. Sabbatical leave may be awarded to more than one individual in an academic year, but the total leave granted shall not exceed release time beyond that of one full-time instructor.
- D. Applications requesting sabbatical leave shall be submitted on the official forms of this college designed for this purpose during the month of October of the year preceding the academic year in which the leave is being requested. The Sabbatical Leave Committee will inform the applicant of the status of his/her application not later than December 1. Faculty members may apply for leave without firm commitments or acceptances for study, travel or other arrangements where sabbatical will be spent. However, firm plans will be filed by April 1.

APPENDIX B continued

Eligible faculty members whose applications are not acted upon favorably will be required to resubmit their applications for future consideration.

Upon completion of their application form, it shall be submitted to the Sabbatical Leave Committee Chairman. Failure of the Board of Trustees to act favorably on a request for sabbatical leave shall nullify the application for that leave. A new application shall be submitted for a subsequent request.

- E. During the leave period, compensation shall be paid at the appropriate fractional rate of the regular salary less any amount beyond full salary earned through employment or scholarship grants. All benefits in addition to salary shall remain in effect.
- F. Sabbatical leave shall be considered as full-time service to West Shore Community College for the purpose of computing length of service and for consideration for salary increments, promotions and assignments, sick leave, insurance, retirement, and other benefits accruing to full-time service for which he/she would normally be eligible were he/she not on approved leave.
- G. Sabbatical leave may be terminated prior to the expiration date only upon mutual agreement between the recipient and West Shore Community College.
- H. A recipient of a sabbatical leave shall be required, upon returning to West Shore Community College, to submit to the president duplicate copies of a written report, of professional quality, outlining his/her experiences and achievements in keeping with the purposes for which the leave was granted. One copy of this report shall be retained in the faculty member's personnel file; the second copy shall be filed in the West Shore Community College Library.
- I. Any qualified employee who files an application for a sabbatical leave shall, at the same time, file an affidavit stating that he/she will remain in the employment of the college for at least one (1) year following his/her return from the leave of absence, unless prevented by ill health or other conditions over which he/she has no control. In the event he/she fails to return to service at the college at the expiration of such leave and render services of a period of at least one (1) year thereafter, he/she will reimburse West Shore for all sums paid him/her by West Shore while on leave. No more than five (5) percent of the faculty members may be granted sabbatical leaves at one time.
- J. Sabbatical Leave Committee

The committee shall consist of five (5) members, with the President of the College acting as chairperson and an ex officio member. The other members shall be drawn as follows:



APPENDIX B continued

Three members elected by the Faculty Association; consisting of one representative from the technical area, one representative from the academic area and one representative at large.

Two members from the administrative staff, one technical and one academic.

No member on the Selection Committee may serve while at the same time applying for sabbatical leave. The committee shall meet no later than the first Tuesday of December.

Selection of faculty to receive sabbatical leave must be by majority vote of the Sabbatical Leave Committee.

APPENDIX C

ACADEMIC CALENDAR

1986-87

First Semester

August 25-28	Faculty Planning & Advising
August 29	First Day of Classes
September 1	Labor Day - No Classes
November 27-28	Thanksgiving Recess
December 12	Last Day of Classes
December 15-18*	Final Exams
December 19	Grades Due 4:00 p.m

\*The final exam period will be extended if exams are postponed due to inclement weather.

Second Semester

January 20-22	Faculty Planning & Advising
January 23	First Day of Classes
April 17	Good Friday - Classes end at 12:30
May 14	Last Day of Classes
May 15-20	Final Exams
May 21	Grades Due 4:00 p.m.
May 24	Graduation

Spring break to be determined.

1987-88

First Semester

August 25-28	Faculty Planning and Advising
August 31	First Day of Classes
September 7	Labor Day - No Classes
November 26-27	Thanksgiving Recess
December 11	Last Day of Classes
December 14-17*	Final Exams
December 18	Grades Due 4:00 p.m.

\*The final exam period will be extended if exams are postponed due to inclement weather.

Second Semester

January 19-21	Faculty Planning and Advising
January 22	First Day of Classes
April 1	Good Friday - Classes End at 12:30
May 12	Last Day of Classes
May 13-18	Final Exams
May 19	Grades Due 4:00 p.m.
May 22	Graduation

Spring break to be determined.



APPENDIX D

The attached salary grids set forth a programmed salary progression and establish a relationship between salaries for West Shore Community College.

Grid D-1 shall be effective from August 21, 1986 to August 20, 1987.

Grid D-2 shall be effective from August 21, 1987 to August 20, 1988.

WEST SHORE COMMUNITY COLLEGE  
FACULTY SALARY GRID

BDPR0724

1986 -- 1987

	I BA	II BA+VOC	III MA	IV MA+15	V MA+30	VI MA+45	VII MA+60	VIII Ph.D.
COL INDEX	0.90	0.95	1.00	1.05	1.11	1.13	1.14	1.15
STEP 1	15,209	16,054	16,899	17,744	18,758	19,096	19,265	19,434
STEP 2	16,039	16,959	17,928	18,857	19,969	20,363	20,561	20,759
STEP 3	16,868	17,864	18,958	19,970	21,179	21,630	21,857	22,084
STEP 4	17,698	18,769	19,987	21,083	22,390	22,898	23,153	23,409
STEP 5	18,527	19,674	21,016	22,196	23,601	24,165	24,449	24,734
STEP 6	19,357	20,578	22,046	23,309	24,812	25,432	25,745	26,059
STEP 7	20,187	21,483	23,075	24,422	26,022	26,699	27,041	27,384
STEP 8	21,016	22,388	24,104	25,535	27,233	27,967	28,337	28,709
STEP 9	21,846	23,293	25,133	26,648	28,444	29,234	29,633	30,034
STEP 10	22,675	24,198	26,163	27,761	29,655	30,501	30,929	31,359
STEP 11	23,505	25,103	27,192	28,874	30,865	31,769	32,225	32,684
STEP 12	24,335	26,008	28,221	29,987	32,076	33,036	33,521	34,009
MAX INDEX	1.60	1.62	1.67	1.69	1.71	1.73	1.74	1.75
STEP	830	905	1,029	1,113	1,211	1,267	1,296	1,325

WEST SHORE COMMUNITY COLLEGE  
FACULTY SALARY GRID

1987 - 1988

BDPRO725

COL INDEX	I BA	II BA+VDC	III MA	IV MA+15	V MA+30	VI MA+45	VII MA+60	VIII Ph.D.
STEP 1	16,122	17,017	17,913	18,809	19,883	20,242	20,421	20,600
STEP 2	17,001	17,977	19,004	19,988	21,167	21,585	21,795	22,004
STEP 3	17,880	18,936	20,095	21,168	22,450	22,928	23,168	23,409
STEP 4	18,760	19,895	21,186	22,348	23,734	24,272	24,542	24,814
STEP 5	19,639	20,854	22,277	23,528	25,017	25,615	25,916	26,218
STEP 6	20,519	21,813	23,368	24,708	26,300	26,958	27,290	27,623
STEP 7	21,398	22,772	24,459	25,888	27,584	28,302	28,663	29,027
STEP 8	22,277	23,731	25,550	27,067	28,867	29,645	30,037	30,432
STEP 9	23,157	24,691	26,642	28,247	30,151	30,988	31,411	31,836
STEP 10	24,036	25,650	27,733	29,427	31,434	32,331	32,785	33,241
STEP 11	24,915	26,609	28,824	30,607	32,717	33,675	34,158	34,645
STEP 12	25,795	27,568	29,915	31,787	34,001	35,018	35,532	36,050
MAX INDEX	1.60	1.62	1.67	1.69	1.71	1.73	1.74	1.75
STEP	879	959	1,091	1,180	1,283	1,343	1,374	1,405

APPENDIX E

Faculty Position Profile

- A. The faculty member shall be responsible for the organization and content of all courses assigned in his/her instructional load. Specifically, the faculty member will:
1. Maintain the proper attitude for instruction through sufficient knowledge of needs and abilities of the students and the philosophy and policies of the college.
  2. Set and distribute to the student the first week of class, clear and reasonable goals and/or objectives which are consistent with the course description of the college catalog and with the expanded outline on file in the office of the appropriate dean.
  3. Know and choose from a variety of appropriate instructional strategies.
  4. Arrange for the acquisition or preparation of materials and equipment to aid in presentation of the materials and in the students' mastery of it.
- B. The faculty member will use appropriate human interaction skills in dealing with students, peers, administrative and support staff, and the community at large. He/she will be consistent, organized, flexible, and fair in dealing with these groups. He/she will be supportive of students' learning goals and will make provisions to accommodate for individual differences.
- C. The faculty member will set and maintain a schedule of 35-40 hours per week on campus or in outlying teaching stations. He/she will maintain posted office hours, one for each three hours of instructional load, and will be available for student appointments at other times as necessary.
- D. The faculty member will be prompt and accurate in the recording and reporting of data for the use of students, college committees, college administration and support staff.
- E. The faculty member will develop and pursue, with the approval of the appropriate dean, a Personal Professional Development Plan.
- F. The faculty member will remain in contact with the mainstream of his/her academic or technical field(s) by means such as conferences, course work, workshops, journals, etc.
- G. The faculty member will participate as assigned, appointed or elected, in the on-going work of college standing committees, ad hoc committees, task forces and councils.

APPENDIX E continued

- H. The faculty member will maintain ties with the community which the college serves in such a way that the community and the college benefit, and there is no appearance of a conflict of interest.
  
- I. The faculty member will participate in the extra-curricular activities of the college in accordance with his/her talents and interest. This may include such activities as advising appropriate clubs; helping to organize or conduct school-sponsored activities; attendance at reunions, dances, or other entertainment or cultural events.
  
- J. The faculty will accept from the President or his/her assigned representative other assigned duties which are directly related to the faculty member's professional abilities and interest and are closely tied to his/her primary assignments.

APPENDIX F

Early Retirement

Employees 55-64 years old with at least 10 years of service at WSCC may elect early retirement. Under this program the retiring faculty member will receive:

at age	lump sum	+	monthly payment	time period in years
55	10,000		80	10
56	9,500		80	10
57	9,000		80	10
58	8,500		80	8
59	8,000		80	8
60	7,500		80	8
61	7,000		80	6
62	6,500		80	6
63	6,000		80	6
64	5,500		80	5

This early retirement provision is in lieu of the Board of Trustees plan.

A faculty member electing early retirement must provide notice consistent with the provisions of Section 15 of this instructional agreement.

In the event of the death of the faculty member during retirement, the monthly payment provision of this plan shall continue for one half of the remaining years for which monthly payments would have been due.

WEST SHORE COMMUNITY COLLEGE

Scottville, Michigan

MEMORANDUM

DATE: 9/17/86

TO: Dale Sutton

FROM: Dr. William M. Anderson *wma*

RE: Instructional Agreement

This memo affirms the intent to honor the provision of the 1984-86 Instructional Agreement referenced as Section 34:4.e.