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AGREEMENT

*between the*

SOUTHWEST MICHIGAN EDUCATION ASSOCIATION

*and the*

GLEN OAKS COMMUNITY COLLEGE BOARD OF TRUSTEES

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2015-2018

## TABLE OF CONTENTS

<b>Article</b>	<b>Title</b>	<b>Page</b>
I	Recognition	1
II	Board of Trustees Relationship, Board Rights and Deductions	2
III	Conditions of Employment	6
IV	Teaching Facilities	7
V	Teaching Loads and Assignments	8
VI	Workload of Full-Time Faculty	13
VII	Summer and Extra-Contractual Teaching	16
VIII	Leaves	17
IX	Continuity of Employment	20
X	Staffing, Lay-off and Recall Provisions	25
XI	Grievances	29
XII	Professional Compensation	32
XIII	Online Education	36
XIV	Fringe Benefits	40
XV	Miscellaneous Provisions	42
XVI	Duration of Agreement	43
Appendix A	Salary Schedules	44
Appendix B	Coaches, Directors and Advisors Salaries	47
Appendix C	Insurance Benefits	48
Appendix D	Request for Faculty Development	49
Appendix E	GOCC Faculty Performance Appraisal	52
Appendix F	Letter of Agreement – CTE	54
Appendix G	Letter of Agreement – Rebecca Burch	55
Appendix H	Letter of Agreement – Director of Testing and Tutoring	56
Appendix I	Director of Testing and Tutoring Job Description	57
Appendix J	Departmental Seniority List	58

**ARTICLE I**  
**Recognition**

- A.
1. This Agreement, effective the 1<sup>st</sup> day of Fall Semester 2015, is entered into between the Board of Trustees of Glen Oaks Community College, hereinafter "Board" and the Southwestern Michigan Education Association, hereinafter the "SMEA", and its respective affiliate, the Glen Oaks Community College Faculty Senate, hereinafter "Faculty Senate", affiliated with the Michigan Education Association, MEA, and the National Education Association, NEA.
  2. The Board recognizes the SMEA as the sole and exclusive bargaining agent for all full-time teaching faculty.
  3. All members of the bargaining unit who are on continuing contract shall hereinafter be referred to as "professors" unless otherwise specifically noted.
  4. All members of the bargaining unit not on continuing contract hereinafter referred to as "instructors" shall have the same rights as professors except in regard to contract language dealing with probationary status.
- B. The Senate agrees to maintain its eligibility to represent all professors by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I, Section A.
- C. Membership in the Glen Oaks Faculty Senate is not compulsory and no professor(s)/instructors shall be required to join the Senate.
- D. This Agreement shall supersede any existing rules, regulations, or practices of the Board or administration, which shall be contrary to or inconsistent with its terms. Neither the Board nor the Faculty Senate shall make changes in this Agreement except after good faith negotiation and agreement between the Board and Senate.
- E. In the administration of this agreement, neither the Employer nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, age, disability, sexual orientation or any other protected class or union membership.

In an effort to maintain a workplace free from illegal discrimination, all employees are encouraged by the College and Union to report any incidents they believe may be in violation of this provision.

If an employee claiming a violation of this article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn, except as it relates to unfair labor practice charges filed with the Michigan Employment Relations Commission.

**ARTICLE II**  
**Board of Trustees Relationship, Board Rights and Deductions**

- A. The Board shall make available to the Senate, upon its reasonable request, and within three (3) weeks thereafter, such non confidential statistics and financial information, related to Glen Oaks Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.

It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested that are not already compiled in that form unless mutually agreeable. The Senate may be asked by the Board to reimburse the expense incurred if the compilation or production of these materials requires an inordinate amount of personnel time or expense.

- B. The President of the Senate or designee shall be furnished with a copy of the Agenda of each public meeting of the Board with all the normal non confidential attachments at the same time it is distributed to the Board members.
- C. The President of the Senate or designee shall be furnished with a copy of the approved minutes of each public meeting of the Board at the same time regular distribution is made.
- D. Items requested by any professor(s)/instructor(s) represented by the Faculty Senate will be entitled to appear before the Board. Said professors/instructors may discuss, if they so choose, the agenda items with the Board. In particular, the Senate shall be given the opportunity to advise the Board with respect to any major revision of educational policy and construction of programs, when pertinent to the quality of instruction, prior to their adoption and/or general publication. Acceptance for discussion of items requested by professors/instructors and appearance before the Board will be in accordance with the following procedures:
1. Prior to the item's adoption on the Board agenda, the professor(s)/instructor(s) will discuss the issue with the appropriate administrator(s).
  2. The professor(s)/instructor(s) will document in writing summaries of discussions with appropriate administrator(s) which show the College President that a concerted effort has been made to resolve differences before the item is accepted for the Board agenda. Once the College President receives documentation, items presented by the professor(s)/instructor(s) shall be accepted for the Board agenda provided written notification is submitted to the College President by noon on Wednesday the week preceding a regularly scheduled meeting.
  3. It is understood that items requested by the professor(s)/instructor(s) and ensuing discussion with the Board in no way obligates the Board, or abridges its rights, in final decisions affecting revisions of educational policy and/or construction of programs. The role of the Senate is limited to advisement. However, it is understood the failure to grant the professor(s)/instructor(s) hearing for presentment of considered opinion in these

matters is a violation of this Agreement, recourse for which is described by and limited to the Grievance Procedure (Article XI).

4. Appearance before the Board by professor(s)/instructor(s) represented by the Faculty Senate is not to be construed as representation of recommendations on educational policy and/or construction of programs determined jointly by the several agents constituting the College Forum.

Likewise, procedures outlined in this section of the Agreement (except as qualified in Article II, Section D-3) preclude appearance before the Board on items of wages, hours, or working conditions inasmuch as such items appear before the Board only in conjunction with the provisions and procedures outlined in Article XI.

- E. The Senate will be permitted to make use of school facilities and equipment at reasonable times, when such equipment is not otherwise in use. Equipment shall not be removed from the premises without agreement of the administrator responsible for such equipment.
- F. The Faculty bulletin boards and other media of teacher communication for official college business may be used by the Faculty Senate, provided that all Senate materials are clearly identified as such and the Senate assumes all responsibility for such materials.
- G. The Board of Trustees of the College on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon Michigan and the statutes and the Constitution of the United States of America. These rights and responsibilities within the context and stipulations of this Agreement shall include items such as the following:
  1. The executive management and regulation of the district and its properties, facilities, programs, and employees which include:
    - a. Establishment and maintenance of educational policy.
    - b. Construction or acquisition and maintenance of buildings and equipment.
    - c. Final decision on establishing or eliminating individual courses and programs of instruction including special programs.
    - d. Maintenance of college buildings, equipment, and instructional equipment in good repair and furnishing materials, equipment, and non-teaching services for conducting the college properly.
  2. The hiring, retaining, paying, promoting, and dismissing of the employees represented by the Faculty Senate. The exercise of these rights, powers, authorities, duties, and responsibilities by the district and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions, and the Board or administrative agent shall be free to exercise all such rights

and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

- H. In matters related directly to instruction which affect the ongoing education programs of the college, professors/instructors shall have an opportunity to advise the appropriate administrator(s) on the following items:
1. Course scheduling.
  2. Course evaluation procedure.
  3. Course addition, deletion, and revision.
  4. Materials and supplies requirements.
  5. Equipment requirements.
  6. Maintenance and repair of instructional equipment.
  7. Travel and requests to attend conferences appropriate to subject matter taught and membership in recognized professional organizations which enhance the image and purpose of the College.

The Chief Academic Officer shall have the final authority on all such issues except as expressly provided for in this Agreement.

- I. The Board agrees to make ten monthly regular deductions (September through June) from the salary of any professor/instructor who shall furnish proper authorization by signature for the payment of the annual assessment by the Glen Oaks Faculty Senate and to forward promptly such monies to the Treasurer of the Glen Oaks Faculty Senate.
- J. In addition to required Federal and State of Michigan deductions from payroll, the Board agrees to make regular payroll deductions from the regular salary checks of any professor/instructor who provides written authorization for the following:
1. Federal Reserve-insured banks, savings and loans, or credit union institutions who are willing to participate in a payroll deduction plan. Employees represented by the Faculty Senate may select any one of the participating banks or savings and loan institutions.
  2. Any United Ways campaign or other fundraising opportunities offered by the college.
  3. Appropriately licensed investment firms at the discretion of the Controller.
- K. It is contemplated that terms and conditions of employment provided in this Agreement in writing shall remain in effect until the expiration of this Agreement unless altered by mutual agreement in

writing between the parties. If it is agreed mutually by the Faculty Senate and the Board of Trustees or its administrative agent that matters of vital mutual concern should be discussed on behalf of public interest, then the parties to this Agreement will accordingly undertake to cooperate in arranging meetings, selecting representatives for discussing, furnishing necessary information, and otherwise constructively considering and resolving any such matters. However, this agreement is intended to be a complete agreement in that during the negotiations leading to this agreement, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law.

**ARTICLE III**  
**Conditions of Employment**

The Employer shall have the right to establish such standards of professional conduct and rules and regulations which are not in conflict with this agreement including, but not limited to reasonable work rules, attendance policies and drug and alcohol policies.

- A. Each professor/instructor who shall be offered a letter of appointment for a position at Glen Oaks Community College shall be provided with a copy of this Agreement. The letter of appointment shall state the title of the position. Additionally, the professor/instructor will be provided contact information, phone numbers and campus addresses for the members of the Executive Committee of the Faculty Senate as provided by the Faculty Senate.
- B. When a professor/instructor speaks or writes as a citizen outside of the classroom, he or she shall be free from administrative and institutional censorship and discipline. The professor/instructor bears the responsibility for and shall clarify the fact that he or she speaks or writes as an individual and not on behalf of the college.
- C. The freedom to explore and to discuss ideas and issues either accepted or controversial is the right of each professor/instructor at Glen Oaks. The criteria for such freedom is that of seeking improved knowledge and understanding of ideas and issues so that all participants in such discussions may judge the presented material with maturity and competence. In keeping with the stated goals of the college, accepted or controversial ideas and issues may be explored with the following guidelines in mind:
  - 1. Using method of critical thinking for problem solving and for discriminating among values.
  - 2. Showing a clear connection with the purposes and objectives of the course.
  - 3. Presenting available materials on all sides of an issue or idea.
- D. Professors/Instructors shall be entitled to those full rights of citizenship stated in the Constitution of the United States and its ratified amendments. Ordinarily, the private life of any professor/instructor is not within the appropriate concern or attention of the Board unless it becomes detrimental to his or her effectiveness as a professor or is detrimental to the standing of the college in the community. If such detrimental behavior should occur, a professor/instructor may be subject to disciplinary procedures stated in the Agreement and specific Board policies as long as such procedures and policies neither violate nor abridge constitutional rights.

Furthermore, no religious, political, or community activities or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of any professor/instructor. However, professors/instructors shall not conduct religious or political proselytizing on the Glen Oaks campus or other places where Glen Oaks professors/instructors are assigned to carry out the ongoing programs and curricula of the College.



**ARTICLE IV**  
**Teaching Facilities**

It is recognized that the availability of optimum college facilities for both students and faculty is desirable to ensure the high quality of instruction and other services which are the goal of both faculty and the Board. It is also acknowledged that the primary responsibility of the professor/instructor is to teach, and that the organization of the college and the college day, as well as the college facilities, should be directed toward ensuring that the energy of the professor/instructor is primarily directed to this end.

- A. The Board shall provide each professor/instructor with ample office space and equipment which is necessary to carry out instructional preparation, professional proficiency, and student consultation, subject to budget limitations. The objective is the one-professor/instructor office.
- B. The Board shall provide at no charge a year-round, well-maintained, lighted, and supervised parking lot, which the faculty may use. Parking privileges of the faculty will be the same as members of the administration. The north parking lot, adjacent to the F-wing, will be designated as faculty and staff parking only with the exception that up to three handicapped parking spaces may be designated for use by any employee with a handicap permit. A designated unloading zone shall also be provided for employee use near the E-wing door. Faculty and Administration will work together to provide adequate enforcement of the designated area.
- C. The Board shall provide a lounge for the use of the employees and their guests.
- D. Professional secretarial service shall be made available to the faculty. Faculty shall submit written service requests at least two-business days in advance.
- E. Classrooms shall be well-equipped, well-lighted, and shall not be assigned without regard to sufficient space allotment. In certain lab situations (science and technology), the minimum requirements for student safety should be followed when determining the number of students for any allocated room space.
- F. An operator will attend the switchboard when regularly scheduled classes are in session from 7:30am-8:00pm. In the event someone from outside the College needs to reach a person on campus after 8:00pm, an option on the night message will ring a wireless phone carried by the custodial supervisor (or their designated back-up). The custodial supervisor (or their designated back-up) will then locate the person on campus via an emergency list of students and faculty to deliver the emergency message. This emergency list of students and faculty will be prepared by the registrar after count day each semester. The list will be sorted by course/section, and then alphabetically by student last name. The list will be kept in a three-ring binder in the receptionist area. An administrator will be on campus or on call whenever regularly scheduled classes are in session.

**ARTICLE V**  
**Teaching Loads and Assignments**

Each instructional area, in consultation with the immediate administrative supervisors, shall, to the extent practical, determine equitable instructional assignments including class sizes, teaching loads and number of preparations for that area within the guidelines provided below. Consideration will be given to the type of instruction, to the nature of the content, and to other non-instructional duties.

A.

1. A contact hour shall be defined as a 55 minute class session per week per 15 week semester. In order to maintain full semester status, the administration may change the definition of a contact hour to meet the minimum requirements of state laws and regulations.

However, the Parties agree that there will be exceptions to this definition and classes may be longer/shorter than 55 minutes and longer/shorter than 15 weeks and may follow a schedule different from the college (for example, but not limited to Dual Enrollment and CTE). As these courses are typically taught by non-bargaining unit personnel. In such event these courses are taught by bargaining unit personnel, the affected staff shall be notified. If taught by bargaining unit personnel, the college will make every effort to honor the 825 minute contact time.

2. The standard teaching load for the calendar years shall be:
  - a. A maximum of 32 contact hours. This requirement may be satisfied by teaching any combination of contact hours during the Fall, Winter and/or Spring/Summer calendar sessions as mutually agreed upon by the professor/instructor and the Administration, Chief Academic Officer

Load shall be thirty (30) to thirty two (32) hours over the academic year beginning in Fall Semester of each year (overload is more than 32). Faculty may also be assigned/allowed up to 12 hours of Online Learning courses each semester. Overload shall be paid at 120% of the part-time faculty rate and full-time faculty shall have the timely (within 7 calendar days) right of first refusal for overload work, not to exceed twenty (20) hours of overload/DL combined (DL being no more than 12 hours of the above referenced 20 hours). The 120% is based upon the current part-time faculty rate for the current contract year.

- b. The final determination of all scheduling issues will be the responsibility of the Chief Academic Officer.

B. Calendar stipulations

1. General identification of the three 15 week semesters:
  - a. On or about September 1 to mid-December (end before Christmas).
  - b. After January 1 to on or about May 1.
  - c. On or about May 1 to mid-August.
2. Courses may be blocked, may be started/ended at any time during a semester, provided that the total contact time is covered.

However, the parties agree that there will be exceptions to this definition and classes may be longer/shorter than 55 minutes and longer/shorter than 15 weeks (for example, but not limited to dual enrollment and CTE). As these courses are typically taught by non-bargaining unit personnel, in such event these courses are taught by bargaining unit personnel, the affected staff shall be notified. If taught by bargaining unit personnel, the college will make every effort to honor the 825 minute contact time.

C. Teaching Schedules:

1. Class Schedule Development

Proposed class schedules and teaching assignments shall be developed cooperatively by the faculty members of an academic area with the Chief Academic Officer or designee. All for-credit course schedules shall be reviewed by the Chief Academic Officer before being finalized. The primary goal of schedule development shall be a schedule that best meets the needs of the College's students.

Any modification to the proposed schedule may be made by the Chief Academic Officer or designee only after notification to the faculty member(s) directly affected by the modification. Faculty members directly affected are only those who would have their teaching assignments changed by the modification. Schedule changes shall not be made arbitrarily or capriciously.

Scheduling of faculty teaching assignments to disciplines/program areas shall, to the extent practical, be determined in the following order:

Discipline/program is defined as the area the staff member was originally hired for, assigned to, or moved into upon a full-time opening in the discipline/program.

Being assigned to a program generally is based upon a request from the Employer to the instructor to become eligible to teach in another or related field. Instructors may also request such an assignment which may or may not be granted in the sole discretion of the Employer. In any event, the Employer maintains its right of assignment.

- a. Each faculty member will choose their normal 16 contact hours load for the semester in order of seniority within their discipline/program area based on original date of hire within program/department.
  - i. It is the intent of the Bargaining Unit to recognize seniority in two ways.
  - ii. If a faculty member is hired/appointed into a new program/department from their program/department of original hire, the faculty member maintains seniority rights in regards to longevity of service with the college and with compensation. Seniority for the purpose of class selection within the new department/program will reset to the date of new hire/new appointment.
  - iii. If a faculty member is asked by the college to explore another academic program/discipline for the betterment of the institution and

there is mutual agreement between both the college and the faculty member to explore such an opportunity, the faculty member will maintain their level of seniority within the program/discipline they are switching from for 4 years.

- b. In the event the instructor is the sole full-time instructor/professor, he/she shall choose those courses first as part of his/her load.
- c. Overload courses shall be distributed in a fashion so as to not conflict with the initial load distribution. Full-time faculty members shall be given the right of first refusal for overload course selection within their assigned program or teaching discipline area based on original date of hire within program/department.
- d. Staff who have developed a new course shall be entitled to teach the course for the first six (6) semesters the course is offered.
- e. Selection of classes shall be completed from the semester schedule by the final draft due date established by the Chief Academic Officer. In the event that sections are added or dropped from the semester schedule due to registration patterns, the original selection process will not be utilized. However, the College will modify the assignments of overload work in an effort to make certain full-time faculty meet load requirements.

#### Teaching Assignment Modifications

Proposed teaching assignments for each full-time faculty member shall be reviewed by the Chief Academic Officer or designee after submission with the proposed semester class schedule.

Any modification to the proposed teaching assignment may be made by the Chief Academic Officer only after notification to the faculty member(s) directly affected by the modification. It is expressly understood that overload courses may be removed from a teaching assignment at the discretion of the Chief Academic Officer.

It is agreed that teaching assignments or modifications to teaching assignments will not be used to facilitate layoffs nor will they be made arbitrarily or capriciously.

- 2. English Composition shall be equated at 1.25 per contact hour. Business Communications shall be equated at 1.15 per contact hour.
- 3. All contact hours which exceed semester hours (i.e., laboratory classes in which the laboratory class time is in addition to, or in excess of, the semester credit hours) shall be fully equated at 1:1. Laboratory classes shall include those for the following courses:  
Nursing theory and lab  
Nursing clinical  
Science

Vocational  
Technical  
Office occupations  
Physical education except fitness/wellness.

All professors/instructors teaching courses in the following environments shall be compensated at a ratio of 0.8:1.

Fitness/wellness  
Math lab

4. Annual contract faculty employed and/or scheduled for over twenty-nine (29) contact hours per year shall be issued full-time contracts. Scheduling errors which result in assigning a part-time faculty to hours in excess of the prescribed limit and corrected by the second full week of the effected term shall not result in issuance of a full-time contract. The College also agrees to limit the number of annual contract faculty to forty percent (40%) of full-time faculty members employed by the College, if qualified faculty members can be reasonably located and hired.
5. Overload is paid only after 32 contact credit hours have been credited (that is, have passed the drop/add date) and are being taught. When a professor/instructor completes 32 contact hours, or a total of contact hours to which the addition of a class would create an overload, the professor/instructor shall have fulfilled his or her contractual obligation. However, overload may be offered and reimbursed at one-hundred and twenty percent (120%) of the part-time faculty rate. In the event there are not enough classes, the Employer, as one possibility, may assign administrative work.
6. Low (Overload) Attendance Courses:  
  
In the event a course has at least 4 students but fewer than 10 students (and the College decides to run the class) the payment for the course shall be 90% of tuition. Full time faculty shall be offered the opportunity first, then offered to non-full time faculty.
7. Any course to be taught by a full-time faculty member that has an enrollment of 12 or more students shall not be cancelled.

- D. Night teaching and weekend assignments shall not be the exclusive prerogative of part-time faculty.
- E. Each professor/instructor participating in a team-teaching assignment will have his or her teaching load computed on any basis mutually agreed upon by the Chief Academic Officer and the professors/instructors involved as long as the aggregate load does not exceed the contact hours of the course.
- F. In regard to possible increased size of science classes: thirty-four (34) students could be placed in a lecture section, but the labs would be split into two (2) equal sized sections. This is intended to allow greater flexibility so that additional students may take a laboratory science class. It is

intended and understood that this one lecture/two lab arrangement is not to be used to reduce contact hour loads for any professor/instructor.

G.

1. Faculty shall attend all monthly faculty forums, standing committee meetings, graduation, two departmental or area meetings per semester and not more than three in-service meetings per year including convocation. Meeting time, place, and agenda shall be distributed to faculty one week prior to the meeting date.
2. Bona-fide attendance exceptions will include class conflicts, conference trips, and other reasons for being off campus as agreed to by the Chief Academic Officer in advance of the meeting and emergencies. The Employer may require proof of said conflicts.
3. No committee shall be required to meet more than once a month unless a 2/3 majority vote of committee members so requests.
4. The above meeting language shall only apply during the fall and winter semesters.

**ARTICLE VI**  
**Workload of Full-Time Faculty**

A. Faculty workload, shall consist of:

1. Instructional workload, which includes:
  - a. teaching in both traditional and/or non-traditional learning modes;
  - b. instructional preparation;
  - c. assessment of student performance
2. Non-instructional workload shall consist of:
  - a. office hours,
  - b. college service, such as:
    - i. serving on governance, ad hoc or standing committees or task forces;
    - ii. preparing grant proposals;
    - iii. serving as advisor to student activities;
    - iv. participating in college, department or other related college meetings and/or activities;
    - v. participation in the improvement and development of academic programs and resources, including recruitment;
  - c. college recognized community service, provided that such service is not compensated by an outside funding source, such as:
    - i. volunteer work;
    - ii. advisory board membership
    - iii. participation in non-profit enterprises;
  - d. professional development activities, which include:
    - i. related graduate study;
    - ii. related in-service training;
    - iii. research and other College recognized contributions to a faculty member's area of competence;
    - iv. participation in College recognized professional associations, including teachers' organizations.

B. Instructional Workload

1. The standard faculty instructional workload shall be thirty (30) to thirty two (32) hours over the academic year beginning in Fall Semester of each year. With no more than three (3) preparations per semester and no more than five (5) preparations per year for “load” and as many additional preparations for overload as determined necessary by the college. For the purpose of this article, a preparation will consist of each independent, non-stacked, non-duplicated course offering and all its pertinent parts (laboratory, clinical, etc.)
2. If the situation arises where course cancellations bring an instructor/professor below 30 credits, other duties can be assigned in order to maintain full time employment load. Such duties will be preferably of a teaching nature but could include non-instructional duties
3. Giving full-time instructors and professors a full teaching load will be given priority over assignments to annual faculty or part-time instructors. Staffing will follow the guidelines presented in Article V.

4. If a faculty member agrees to an increase in the number of course preparations beyond, three (3) per semester or five (5) per year, the Chief Academic Officer of the College or the Chief Academic Officer's designee and the faculty member shall mutually agree as to the corresponding decrease in office hours, college service, or an additional stipend to be used for compensation.
5. The Chief Academic Officer of the College or the Chief Academic Officer's designee may upon mutual agreement assign a faculty member non-instructional activities such as course, program or curriculum development, professional development activities or administrative duties; provided that the faculty member is qualified to perform such activities in lieu of a proportional number of instructional units. It is understood that the usual place of work for professors/instructors is on the campus or other approved educational facilities.

C. Non-Instructional Workload

1. Office Hours: During the academic year, faculty members shall maintain at least five (5) posted office hours per week on at least three (3) days. It is understood that such scheduling will not include open lab assignments or committee assignments. Each faculty member shall provide such hours on campus (or off campus at an instructional site, if approved) to assist students in the students' courses.

Office hours shall be scheduled in accordance with the following procedure:

- a. A faculty member shall submit an office hours schedule to the Chief Academic Officer of the College or the Chief Academic Officer's designee during the first week of each academic semester.
  - B. The Chief Academic Officer of the College or the Chief Academic Officer's designee shall either approve or disapprove the schedule. In the event the Chief Academic Officer of the College or the Chief Academic Officer's designee shall disapprove the schedule, the faculty member shall be given an opportunity to review and discuss their respective positions to come to a mutually acceptable schedule with the Chief Academic Officer of the College or the Chief Academic Officer's designee.
  - c. Such schedule shall be posted by faculty members by the end of the second (2nd) week of classes.
2. College Service: In addition to posted office hours, a faculty member shall, with advance notice, be on campus and available on any day during the academic year during regular times as required by the Chief Academic Officer of the College or the Chief Academic Officer's designee to participate in scheduled activities consistent with the present article.
  3. Community Service: In an effort to promote community service, a faculty member will communicate the particulars of such activities to the Chief Academic Officer of the College so that the information may be included in the annual Chief Academic Officer's report.
  4. Professional Development: Each full-time faculty member shall attend a minimum of 12 hours of professional development activities in any three-year period. Suitable activities include but are not limited to conferences, workshops and coursework, which support the instructional



efforts of the faculty member. The Board agrees to provide a minimum of \$1000 per faculty member over each three (3) year period of time starting with date of hire to pay for expenses incurred in fulfilling this requirement. Eligible expenses include but are not limited to registration fees, tuition and materials required for the activity. Travel, lodging and Board approved per-diem expenses will also be eligible.

When a faculty member has identified a professional development activity he/she will submit a Professional Development Activity Request form (found in Appendix H) to the Chief Academic Officer of the College. The Chief Academic Officer of the College will then convene the Faculty Professional Development Committee to be composed of the following: Chief Academic Officer of the College, the Associate Dean of Instruction, one full-time faculty from each academic area for a total of 5 faculty members and one additional administrator selected by the Chief Academic Officer. The Committee is empowered to act provided at least 4 members including the Chief Academic Officer of the College are present. The Committee shall give either an approval of the activity request or a denial of the request with the reason for the denial furnished to the applicant in writing. The applicant is welcome to revise and resubmit the activity request if he/she so desires, however the decision of the Committee is not subject to the grievance procedure.

All full-time faculty are eligible to serve on the Faculty Professional Development Committee. Participation on the Committee is voluntary. Any Committee member who submits an Activity Request will be expected to remove themselves from the meeting while their own request is being considered.

The responsibility for record keeping of professional development activities, which can be utilized for Level advancement, will be upon the faculty members. Prior approval by the compensation committee of professional development activities intended for Level advancement is highly suggested.

D. Load Reduction

A faculty member might be granted a reduction in instructional workload. The amount of workload reduction shall be dependent upon the duties performed by the faculty member and shall be determined by the Chief Academic Officer of the College. Such reduction shall not be made in an arbitrary, capricious or unreasonable manner. Where faculty members are given load reduction within the instructional workload for any activity other than teaching, the number of hours required for the activity will be equal to twice the contact hour reduction with the proportional reduction in office hours of one hour per three contact hour equivalent load reduction. These reductions in instructional workload will be posted with the appropriate number of hours, responsibilities required, and compensation offered.

**ARTICLE VII**  
**Summer and Extra-Contractual Teaching**

- A. Extra-contractual teaching duties shall be teaching or duties for which the professor/ instructor shall receive extra compensation unless other arrangements are mutually agreed to by the professor/instructor, the Chief Academic Officer and the Faculty Senate, and shall not be covered in the normal job description of a professor/instructor. This Article does not apply to the selection process for overload courses.

In the event an extra-contractual assignment is made as part of a regular contract on original hire, then that assignment shall be removed from this article and treated as part of full-time employment. In all cases, evaluation of jobs under Appendix C will be based on events and activities within control of the professor/instructor.

- B. Each professor/instructor shall have the right to accept or to reject at his or her option any and all extra-contractual assignments. The Board shall not obligate a professor/instructor to assume an extra-contractual assignment without prior written consent of the professor/instructor involved, nor shall the Board or any administrator impose a condition on any individual that his or her contract or promotion is contingent upon his or her willingness to accept an extra-contractual assignment. Extra contractual duties associated with the bargaining unit shall be posted to the bargaining unit for no less than five (5) business days. It is understood and agreed between the Parties that extra-contractual duties are not considered within the sole scope of the bargaining unit and may be assigned/contracted as determined appropriate by the college.
- C. Extra-contractual duties are to be granted in separate contracts. All opportunities for extra-contractual duties including hours required and wages (when not otherwise specified in the CBA) offered shall be posted for not less than 5 business days during any semester. Note: the regular and routine method of communication regarding extra contractual duties posted within the bargaining unit shall be by email unless indicated otherwise by the administration.
- D. Professors/Instructors shall not be expected to perform any extra-contractual assignment until they have received and accepted an appropriate separate written contract for such assignment.
- E. The performance of teaching overloads and/or salaried or released time assignments scheduled in Appendix C may be evaluated by the Chief Academic Officer or designee. The performance of extra-contractual duties shall not be considered in the evaluation of a professor's/instructor's standing as a full-time employee unless duties were part of a regular contract on original hire.

**ARTICLE VIII**  
**Leaves**

A. Sick Leave

Each professor/instructor shall be entitled to ninety-six (96) hours of sick leave per year, the unused portion of which shall accumulate from year to year without limitation. Paid sick leave may be used in minimum increments of one-half day (4-hours). The leave days may be taken by a professor/instructor for the following conditions:

1. Personal illness or disability. Professors/Instructors may use all or any portion of their leave to recover from their own illness or disability including coverage under the FMLA.

When applying accumulated sick leave hours to the above mentioned personal illness or disabilities, the professor/instructor may do so only for those hours noted by the Board and/or professor/instructor appointed doctor as hours during which the doctor rules that said employee is not physically fit for work.

2. Illness of the immediate family. The immediate family shall be defined by the FMLA.
3. Professors/Instructors shall notify the administration by calling the switchboard of their intended absence stating the nature of the illness and where they may be contacted during the day. Each professor/instructor shall give such notification prior to his or her scheduled on-the-job starting time. The administration shall be responsible for posting the absence announcement.
4. The administration reserves the right to require a doctor's note or other evidence of illness when the illness is of more than three (3) days duration.

The College, at its own expense may require employees to have an examination resulting in a fitness for duty certification by a medical practitioner acceptable to the College. Additionally, upon return to work from a leave due to an employee's serious health condition as defined under the FMLA, the employee may be required to provide medical certification of their fitness for duty.

5. Each professor/instructor will forfeit all sick days to the college upon termination of employment.
6. Professors/Instructors may be allowed use of sick time for medical and dental appointments. Professors/Instructors shall make every effort to obtain medical appointments not conflicting with their work schedules.

B. Bereavement

Each professor/instructor shall be allowed five (5) work days in the event of death in the immediate family. Immediate family shall be defined as: spouse, children-step/adopted, grandchildren, parents

of the professor/instructor and spouse, brothers and sisters of the professor/instructor and spouse, grandparents of the professor/instructor and spouse.

C. Personal Business

Each professor/instructor shall be allowed leave for personal business not to exceed two days per year. Additional days may be allowed at the discretion of the immediate supervisor. Prior arrangement for this leave must be made with the immediate supervisor.

D. Military Leave

The College agrees to comply with all laws related to military service.

E. Sabbatical Leave

All sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the college, as determined by the College President, through the enhancement of personal competence by study, research, writing, travel, or cognate pursuits, or any combination thereof. While the College is not required to grant sabbatical leave, a professor may be allowed up to one year of sabbatical leave. The professor will apply for sabbatical leave to the professional Development Committee. The Professional Development Committee will review the application and make a recommendation to the College President. Approval will be granted at the discretion of the College President. Said application shall be made no later than January 1 for Fall Semester or July 1 for Winter Semester. The salary of a professor on sabbatical leave for a full academic year (32 hours) shall be computed at 50% of the step and level that the professor would be on if he or she were present at the college. If the professor requests less than a full academic year, the following sabbatical salary schedule will be used:

1. One semester (16 hours) of an academic year will be compensated at 100% of the professor's step and level.
2. Any amount of sabbatical time between one semester and one full academic year shall be compensated proportionally between the 100% for one semester (16 hours) and 50% for a full year (32 hours). To be eligible for sabbatical leave, a professor must have served five years with Glen Oaks Community College. A professor who received a sabbatical leave may be required to return funds advanced in salary and fringes ("compensation") in the event of the occurrence of one of the following: a) The professor fails to complete the agreed-upon program, b) The professor leaves the employ of the college on his or her own volition before completing two years of employment after returning from the sabbatical. The professor shall pay the college back based on the following formula:  $\text{compensation} \times \left\{ \frac{32 - (\text{hours taught while on sabbatical})}{32} \right\} = \text{amount subject to repayment}$ . This repayment amount shall be paid in full at the time of the triggering occurrence, and, with respect to occurrence b) shall be prorated over two years at 25% per semester for the fall and winter semesters. The Faculty Senate agrees that any effort on the part of the college to collect such funds owed above shall not be subject to the grievance procedure. On return from such leave, a professor may receive an adjustment of level in the salary schedule, but not an adjustment in step. After receiving sabbatical leave, a professor will be eligible for another such leave after he/she has completed five additional years of service to the college.

F. Leave Without Pay

Professors/Instructors may be granted leave without pay upon application submitted to and approved by the College President.

G. Holidays

Professors/Instructors will follow the school calendar and other agreements specified in their letter of appointment.

H. Family Leave

The College agrees to comply with the FMLA. All optional aspects of the FMLA shall be at the Employer's discretion consistent with notice requirements under the FMLA. All leaves shall run concurrent with, and not in addition to, leaves provided under the FMLA.

I. A professor/instructor who is a president, vice president, secretary, or treasurer of an organization dealing with professional concerns shall be allowed time to attend meetings concomitant with his or her duties of said organizations upon prior request and approval from the Chief Academic Officer without loss of salary.

J. The Glen Oaks Faculty Senate shall be granted up to four (cumulative) days leave of absence per year, without loss of pay, for the conduct of Senate business. Additional days may be granted with the consent of the Chief Academic Officer.

K. Sick Bank

1. A faculty sick day bank has been established with a maximum number of 62 days. When the number of days remaining in the bank falls to 31 days or fewer each full-time faculty member shall contribute one day to re-supply the bank. If a faculty member has fewer than five days of sick leave accumulated when it is time to re-supply the bank that faculty member will be given the option of contributing one of his/her remaining days or contributing one day at the start of the next academic year.
2. A professor/instructor who has exhausted his or her accumulated sick days may draw up to a maximum of thirty (30) days per academic year from the sick bank upon application to the college business office, provided there are sufficient days in the bank.
3. Sick bank days may be used for the same purpose as are personal accumulated sick days according to the provisions of paragraph A of this Article.

L. Jury Duty

A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his or her regular salary rate.

**ARTICLE IX**  
**Continuity of Employment**

A. Probation

1. Newly employed instructors shall be placed on probationary status for four (4) years. If, at the end of the first thirty-six (36) calendar months from the date of hire (hereinafter referred to as the “at will” period), performance is unacceptable, as determined by the Chief Academic Officer, the instructor may be terminated.  
When minimum requirements set by the college have been satisfied, the instructor shall be advanced to continuing contract if the four-year probationary period has been satisfied. The probationary period may be extended upon mutual agreement of the parties and in such event the at-will period shall be extended and said extensions shall establish no practice or precedent for future situations.
2. If a probationary instructor faces possible dismissal, he or she shall be notified in writing.
3. During the probationary period, regular increments as specified in the salary schedule, Appendix A, will be obtained.
4. Ordinarily, part-time employment shall not be considered as part of the probationary period; however, the Administration may recommend to the Board of Trustees that successful part-time teaching, previous experience, and/or outstanding institutional contribution be ground(s) for shortening the probationary period.

B. Continuing Contract

Having satisfactorily completed the probationary period, the instructor shall be advanced to continuing contract appointment. Continuing contract shall remain in force with annual agreements regarding status and salary, and professors holding continuing contracts shall not be demoted from salary, step or level, or duty except for reasonable cause. The performance of all continuing contract professors must be monitored by the Chief Academic Officer or designee. This will include classroom observations as described in Article IX.A.2 a-f. Said professors will hold continuing contracts until resignation, retirement, or dismissal for reasonable cause. Reasonable cause will not be invoked in an arbitrary or capricious fashion.

C. Continuing Contract Review

If there is documented evidence that a continuing status faculty member's actions are in conflict with policies and/or procedures of the College or if a faculty member's actions potentially harm the College, the following procedure(s) will be implemented.

1. Documented evidence must be compiled by the Chief Academic Officer. Such evidence identifies the faculty member's conflict with policies and/or procedures of the College or potential harm to the college.

2. If the faculty member fails to achieve sufficient improvement the Chief Academic Officer may take appropriate disciplinary action or make recommendation for suspension or dismissal to the President of the College. The rights of due process in matters of disciplinary action or dismissal are defined in Article IX.E and Article XI of this agreement.

Definition of Suspension Pending Investigation: Suspension Pending Investigation is the temporary release of a faculty member from all assigned duties at the College pending the investigation of the possible disciplinary matter.

Dismissal is defined as the discharging of a non-probationary unit member for just cause prior to the expiration of that unit member's appointment and shall not be invoked except through due process.

The College President, upon presentation of substantive evidence and in a situation of exigency, may unilaterally suspend a faculty member. Such action will be taken if the President makes a determination that harm to the College is threatened by conduct of the faculty member. The faculty member shall be notified by registered mail of the charges and evidence of the charges that have been made. Having received note of charges by registered mail, the faculty member shall be entitled to review the available evidence affecting the case with the College President.

In the event that an exigency suspension is imposed on a faculty member by the President of the College, the Chief Academic Officer will be informed immediately, and the Chief Academic Officer will notify the Faculty Senate within 24 hours. The Faculty Senate will review the suspension and the length of the suspension in consultation with the College President. The final decision will be made by the College President.

5. A professor whose current appointment is to be terminated will be notified by the College President at least forty-five (45) calendar days in advance. Notification will be by registered mail.
6. The right of a professor to terminate his or her appointment by resignation shall not be abridged by the above dismissal procedure.

D. Suspension and/or Dismissal of Faculty for Reason of Criminal Conduct.

The College President, upon presentation of substantial evidence, may summarily place on paid suspension a professor/instructor if the professor/instructor is legally charged with any felony or high misdemeanor punishable by the courts. The professor/instructor shall be notified by registered mail of the charges and evidence of the charges that have been made. Having received notice of charges by registered mail, the professor/instructor shall be entitled to review with the College President the available evidence affecting the case. If a professor/instructor has been suspended and is subsequently found to be not guilty of the charges, then such professor/instructor will be promptly reinstated, and will be fully compensated for all salary and any adjustments on the salary schedule which would otherwise have been received during the period of suspension.

A professor/instructor found guilty of any felony or high misdemeanor is subject to dismissal by the Board of Trustees upon recommendation of the College President. In cases of recommended dismissal, said professor/instructor is entitled to an appearance before the Board. The final dismissal decision is not grievable under Grievance Procedure. It is agreed to by both parties to this agreement that the section pertaining to "Suspension and/or Dismissal of Faculty for Reason of Criminal Conduct" will be reviewed in order to determine appropriate dispensation of such incidents.

- E. Just Cause No non-probationary Faculty Senate member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reduction in compensation, or occupational advantage; discharges; or other actions of a disciplinary nature. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure set forth herein including arbitration. The specific grounds for disciplinary action will be presented in writing to the Faculty Senate member and the Faculty Senate no later than at the time discipline is imposed.
1. Progressive Discipline A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit:
    - i. Oral warning, then
    - ii. Written warning, then
    - iii. One day suspension without pay, then
    - iv. Additional suspension without pay, then
    - v. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline up to and including immediate termination of employment.

2. Association Representation A Faculty Senate member shall be entitled to have present a representative of the Faculty Senate during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the Faculty Senate member until such representative of the Faculty Senate is present. Should disciplinary action be likely to occur at a given meeting, the Faculty Senate member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Master Agreement.
3. Personnel File A Faculty Senate member will have the right to review the contents of all records of the Employer pertaining to him or herself originating after initial employment and to have a representative of the Faculty Senate accompany him/her in such review. The Faculty Senate member shall have the right to inventory, copy and paginate the records found in his/her file jointly with the Personnel Director. Other examination of a Faculty Senate member's file shall be limited to qualified supervisory personnel, except that a Faculty Senate representative may review such files when necessary for contract administration purposes or to provide the Faculty Senate member representation in other administrative or legal proceedings.



No disciplinary material will be placed in a Faculty Senate member's personnel file unless the member has had an opportunity to review the material. The Faculty Senate member may submit a written notation or reply regarding any material within 30 (thirty) business days of receipt of the notification; and the same shall be attached to the file copy of the material in question. When disciplinary material is to be placed in a Faculty Senate member's file, the affected Faculty Senate member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the material to be placed in the file is not work related or in error, the material will be corrected or expunged from the file, whichever is appropriate.

Materials of a disciplinary nature shall remain in the personnel file but shall only be used for the purposes of progressive discipline for a period of 24 months from the date of the most recent disciplinary action.

#### F. Probation

1. Newly employed instructors shall be placed on probationary status for four (4) years. If, at the end of the first thirty six (36) month period (hereinafter referred to as the “at will” period), performance is unacceptable, as determined by the Chief Academic Officer, the instructor may be terminated. Notice of any such termination shall be given in compliance with the following deadlines:
  - a. If the instructor is hired at the commencement of an academic year, a minimum of forty-five calendar days prior to layoff.
  - b. If the instructor is hired after the start of an academic year but before March 30<sup>th</sup> of that year, on or before the first anniversary date of the first day of full-time work; and
  - c. If the instructor is hired after March 30<sup>th</sup> but before the end of an academic year, minimum of forty-five calendar days prior to layoff.

Ordinarily, the beginning of the probationary period coincides with the beginning of the academic calendar; full-time instructors starting their contractual duties after the beginning date of the academic calendar shall be allowed to apply that calendar year as one full year toward the completion of the required four-year probationary period. However, the probationary status may be extended for any instructor who does not meet the minimum requirements, if applicable, set by a State of Michigan agency, for his or her teaching assignment or is not in possession of an earned Master's Degree at the end of four years. The probationary status of each instructor shall be extended as long as he or she progresses toward full approval, and at a rate approved by the college not to exceed four (4) years. (This provision does not apply to an instructor teaching machine tool, welding or automotive courses, but said instructor will be required to comply with the provisions of Article V.D.6) The minimum standards for advancement to continuing contract will be provided to probationary members by the Chief Academic Officer upon

hiring. When minimum requirements set by the college have been satisfied, the instructor shall be advanced to continuing contract if the four-year probationary period has been satisfied. Advancement is subject to review and recommendation by the Peer Review Committee (made up of the Chief Academic Officer, 2 continuing contract faculty selected by the Senate Executive Committee). A tie vote is to be broken by the College President.

## **Evaluation**

2. The instructional performance of all probationary instructors and non-probationary instructors shall be evaluated in writing by the Chief Academic Officer or designee once every six (6) months during the first four (4) years of employment and up to two-times (2x) every three (3) years thereafter, unless the college determines that more frequent evaluations are appropriate. In such event, the reason for the increased frequency shall be communicated in writing at least five (5) business days prior to the evaluation and shall not be based upon arbitrary or capricious considerations

Faculty members shall be notified two (2) business days in advance of the observation and may choose to have another faculty member attend, which will be permitted. However, nothing in this agreement shall prohibit the Employer from making unannounced observations so long as such observations are not based upon inappropriate considerations.

For unannounced observations the employer is under no obligation to permit another faculty member to attend. However, the employer agrees that there will not be more unannounced observations than announced observations over the series of evaluations during any contract term.

3. Each instructor is expected:
  - a. To utilize his/her teaching strengths and expertise to build and deliver programs and courses that encourage growth and service to students and to the community.
  - b. To demonstrate professional development; to expand teaching skills or knowledge; to become acquainted with and proficient in new technologies that apply to the development and delivery of curriculum.
  - c. To participate in developing community relations; to be committed to efforts to recruit and retain students.
  - d. To pursue a wide range of teaching options for exercising faculty strengths and expertise through teaching of transfer courses, occupational courses, business/industry training and seminars, distance learning, customized training, and lifelong learning.
4. The evaluation document shall be included as an appendix to the CBA, but may be modified with prior notice and consideration of the evaluation committee of 2 faculty, 2 GOSSE and 2 administrative staff members as appointed by each group. In any event, the evaluation document shall be completed within fifteen (15) business days.

**ARTICLE X**  
**Staffing, Lay-off and Recall Provisions**

A. Staffing Level

The Board agrees to employ a minimum of twenty-four (24) full-time faculty members, so long as the College remains fully operational, unless the FYES as provided to the Activities Classification Structure Report falls below 775. In the event that the FYES does fall below 775 the faculty agrees to re-open this section of the Master Agreement and to bargain a new minimum staffing level. Alternately, the Board may choose to reduce the number of faculty in proportion to the ratio of twenty-four (24) faculty/775 students (when calculating the minimum staffing level under this approach the minimum number of full-time faculty would be the greatest integer less than or equal to the number of faculty calculated by proportion).

B. Program Closures, Revisions and Reductions.

If a program is closed, reduced significantly or a major curriculum revision causes a reduction in the number of faculty members needed to support that portion of the College's curriculum the following procedure will be used:

1. Upon the completion of data analysis that reveals questionable viability of a program, the college will provide notice to the Faculty Senate, and affected faculty members.
2. Upon the determination that a closure/change has been approved by the Board of Trustees all faculty involved will receive immediate notification of the closure/change and its effect on staffing.
3. The faculty members who will be displaced from the closed, revised or reduced program shall be selected from those teaching within the program in the following order:
  - i. Faculty members who are not on continuing contract (i.e. Instructors) shall be laid-off first, provided those remaining have the then-present credentials, qualifications and ability to perform the remaining program(s). The order in which Instructors will be laid-off shall be determined by the Chief Academic Officer based upon the College's educational needs, the relative education of the competing instructors, and the teaching experience of the competing instructors. Such determinations shall not be made on an arbitrary or capricious basis. The Chief Academic Officer will provide his/her rationale in writing to the Faculty Senate.
  - ii. If there are no Instructors, then continuing contract faculty members (i.e. Professors) shall be selected in reverse seniority order. The term "seniority" shall be defined as the length of service of a professor commencing with the first day of actual work. If there are two (2) or more professors who have a same first day of actual work, the date of their letter of appointment shall be considered the first date of work for staff reduction purposes. If there are two (2) or more employees who have a same first day of actual work and a same date of letter of appointment, the Chief Academic Officer shall decide the professor which shall be laid off based upon the College's educational needs, the relative education of the competing professors, and the teaching experience of the competing

professors. The Chief Academic Officer will provide his rationale in writing to the Faculty Senate.

4. All faculty members who are displaced from the closed/changed area(s) will have the option to either accept a lay-off voluntarily or attempt to schedule a full-time teaching load through a bumping process. The definition of the phrase “full-time teaching load,” for use under this section only, shall be teaching any number of courses, contact hours or equated hours which creates a teaching load close enough to 32 hours that teaching any additional course(s) would require an overload situation.

The bumping process shall occur as follows:

The Chief Academic Officer shall convene a meeting of all displaced full-time faculty members and all full-time faculty members with less seniority than the most senior displaced full-time faculty member for the purpose of bumping teaching loads. At that meeting the most senior displaced faculty member will attempt to select a full-time teaching load of courses from the offerings of the college provided that:

- i. They are adequately qualified to teach the courses.
- ii. No other full time faculty member shall be bumped out of their base 32 hour teaching load.

If the displaced faculty member cannot select enough courses to complete a full-time teaching load then he/she may bump enough courses to complete their full-time teaching load from the less senior faculty member(s) who are scheduled for courses which the displaced faculty member is adequately qualified to teach. In this case the displaced member will bump courses which he/she is adequately qualified to teach from the less senior member(s) in reverse seniority order as defined in Section C.3.ii until a full-time teaching load is completed. It is understood that the displaced member will bump all courses possible from the least senior member before bumping any courses, if needed, from the next higher seniority member.

If it is not possible for the displaced faculty member to complete a full-time teaching load after bumping then the displaced faculty member shall be laid-off.

The above procedure shall be followed by all faculty members who are either displaced or bumped from work, in reverse seniority order as defined in Section C.3.ii, until all full-time faculty members have a full-time teaching load scheduled or until all faculty members who were displaced or bumped have had an opportunity to bump work from less senior members. If a member or members are left with less than a full-time teaching load then the least senior member with less than a full-time teaching load would be laid-off.

If the faculty member(s) cannot schedule a full-time teaching load from the College’s offerings as provided above the President of the College will provide them with a minimum of forty-five (45) calendar days written notice of their lay-off. It is understood that program closures, revisions or major curriculum changes will

not change the minimum staffing levels provided for in Paragraph A and that staffing may need to be increased in other areas of the College in order to maintain the minimum staffing level.

### C. Layoff Procedure

If the Board determines that a layoff of full-time faculty is needed the following process will be used:

1. The number of faculty to be laid off will be determined by the President so as to ensure that the minimum staffing level provided by Paragraph A above is met.
2. The faculty members to be laid off will be selected in the following order:
  - i. Faculty members who are not on continuing contract (i.e. Instructors) shall be laid off first. The order in which Instructors will be laid off shall be determined by the Chief Academic Officer based upon the College's educational needs, the relative education of the competing instructors, and the teaching experience of the competing instructors. The Chief Academic Officer will provide his rationale in writing to the Faculty Senate.
  - ii. If there are no Instructors then continuing contract faculty members (i.e. Professors) shall be selected in reverse seniority order. The term "seniority" shall be defined as the length of service of a professor commencing with the first day of actual work. If there are two (2) or more professors who have a same first day of actual work, the date of their letter of appointment shall be considered the first date of work for staff reduction purposes. If there are two (2) or more employees who have a same first day of actual work and a same date of letter of appointment, the Chief Academic Officer shall decide the professor which shall be laid off based upon the College's educational needs, the relative education of the competing professors, and the teaching experience of the competing professors. The Chief Academic Officer will provide his rationale in writing to the Faculty Senate.
3. The President of the College will provide written notice of their layoff to the faculty members in accordance with Article IX.

### D. Recall Procedure

When circumstances shall be appropriate, each professor/instructor placed on layoff as aforementioned shall be reinstated in inverse order of this placement on layoff provided they have the then-present credentials, qualifications and ability to teach the classes. Such re-employment shall not result in loss of status or credit for previous years of service. No new full-time appointments shall be made within two (2) years while there are available professors/instructors on layoff and who are credentialed and qualified to fill the vacancies unless such professors/instructors shall fail to advise the College President within fifteen business days (15) from date of notification by the College President of positions available.

### E. Miscellaneous Provisions Related to Lay-offs, Recalls and Closures

1. All employees who leave the bargaining unit and return to the bargaining unit shall receive credit for the previous seniority which was accumulated within the bargaining unit.

2. Laid-off faculty will be given the opportunity to accept up to 24 contact hours of part-time assignments for which they are credentialed and qualified. It shall be the responsibility of the laid-off faculty member(s) to notify the Chief Academic Officer of their acceptance of any part-time assignments for the upcoming year within 30 days of receiving their lay-off notice. In any future years the faculty member shall have 30 days from the date on which the Chief Academic Officer informs them of the upcoming year's course schedule.
3. Fringe benefits would be provided on a pro-rata basis for those employed for more than 16 contact hours in an academic year. Said benefits will remain in force until such time as the faculty member chooses to leave employment at the College, is reinstated as a full-time faculty member or is no longer eligible for recall under Paragraph D whichever occurs first. The rate of pay for part-time work done by a faculty member on lay-off shall be the higher of \$30 per clock hour or the rate commonly paid to Faculty Emeriti who teach part-time.

F. Vacancy

When a vacancy exists, the following provisions will be followed:

1. The administration shall determine if it is appropriate to fill the vacancy or to offer a new position in its place.
2. If a vacancy occurs the position shall be filled within one year of the occurrence of the vacancy or prior to the start of the next academic year whichever is later.

- G. All notices of faculty vacancies shall originate from the Chief Academic Officer. First consideration shall be given existing full-time faculty and staff who are then presently credentialed and qualified to fill any and all teaching vacancies. Notice of all vacancies shall be distributed to all professors/instructors. The College President may select faculty and staff to fill vacancies, but not without having made a 5-business days prior notice of vacancy available to all professors/instructors. These notices shall detail positions open, qualifications required, and salary range. Except that in the event a vacancy occurs which must be filled in less than 5-business days, the period of required notice may be accordingly reduced by the College President or designee, and that the reduced time shall be called to the attention of the President of the Glen Oaks Community College Faculty Senate prior to posting.

For layoff, recall and vacancy discipline/program is defined as the area the staff member was originally hired for, assigned to, or moved into upon a full-time opening in the discipline/program.

Being assigned to a program generally is based upon a request from the Employer to the instructor to become eligible to teach in another or related field. Instructors may also request such an assignment which may or may not be granted in the sole discretion of the Employer. In any event, the Employer maintains its right of assignment.

**ARTICLE XI**  
**Grievances**

A. Initiation of a Grievance

1. Any professor/instructor or group of professors/instructors represented by the Faculty Senate or the Faculty Senate as a collective agent may initiate a grievance relating to salaries, terms or conditions of employment, or of procedures in disciplining a professor/instructor, or any condition affecting wages, hours or conditions of employment in the following instances:
  - a. If there has been a violation, misinterpretation, or misapplication of any provision of this agreement (and/or letters of understanding) between the Glen Oaks Faculty Senate and the Board of Trustees.
  - b. If there are adopted Board of Trustee policies or administrative regulations or directives which violate the terms of this Agreement.
  - c. If there has been a violation, misinterpretation, or misapplication of statutory and/or constitutional provisions, except for statutes which specifically establish a procedure for redress.
2. The "aggrieved person" is the person or persons initiating the grievance. The term "days" shall mean business days (excluding holidays in the academic calendar).

B. General Provisions

1. All discussions shall be kept confidential among the aggrieved party, the Senate representative, and the administration in the absence of the consent of the aggrieved or as may be required by law.
2. Statement of Basic Principles: The failure of either party at any level to communicate their decision to the other party within the prescribed time limits set forth in the grievance procedure shall result in the grievance being moved to the next step in the process.
3. The failure of the professor/instructor or the Senate to appeal a decision to the next highest step within the time limits prescribed in the grievance procedure shall constitute a withdrawal and shall bar further action on that grievance.
4. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits, however, may be extended by mutual written consent.
5. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants.

6. The aggrieved person shall at all levels of the procedure have the right to representation.
7. Hearings and conferences held under this Procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings and conferences are during school hours, all employees whose presence is required shall be excused for that purpose with no reduction in pay.

### C. Procedure

1. Preliminary Stage:  
In the interest of maintaining harmonious relations, an alleged grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally:
  - a. By the professor/instructor in person on his or her own behalf.
  - b. By the professor/instructor accompanied by a Senate representative.
  - c. Through the Senate representative if the professor/instructor so requests, or
  - d. By the Senate representative in the name of the Senate.
2. Level 1:  
In the event any alleged grievance is not satisfactorily adjusted in the preliminary stage, it shall be forwarded in writing to the Chief Academic Officer within thirty (30) days after notice of the facts giving raise to the grievance came to the faculty member's attention. If the grievance is not filed within this time, it will be considered as waived. The Chief Academic Officer shall return copies of the grievance to the faculty member and the Senate with his or her decision in writing within ten (10) days of the receipt of the grievance.
3. Level 2:  
In the event that a grievance concerning a professor/instructor is not satisfactorily resolved, it shall be referred to the College President with the Chief Academic Officer's written decision within 10 (ten) days.  
  
The College President shall have fifteen (15) days to review the grievance and to arrive at a decision. The College President shall report his or her decision in writing within the above period to the aggrieved party and the Senate.
4. Level 3:  
If the faculty member or the Senate is dissatisfied with the decision of the College President, the faculty member or the Senate may refer the matter to the Board of Trustees within ten (10) days after receiving the written decision by submitting a copy of the grievance to the Chairman of the Board of Trustees. Within fifteen (15) days of the receipt of the grievance, the Board shall meet to consider it, at which time the aggrieved professor/instructor or Senate shall have the right to be heard. The decision of



the Board shall be communicated in writing to the professor/instructor and the Senate within five (5) days of the meeting.

5. Level 4:

If the professor/instructor or the Senate is dissatisfied with the decision of the Board of Trustees, the professor/instructor or Senate may request mediation by the Michigan Employment Relations Commission.

If mediation is desired, the aggrieved professor/instructor or the Senate will deliver written notice of that desire to the Board of Trustees within ten (10) days after receipt of the decision of the Board of Trustees.

6. Level 5:

If either the Senate or the Board of Trustees is dissatisfied with the mediation of the Michigan Employment Relations Commission, the dissatisfied party may refer the matter to arbitration by delivering written notice of this desire to the other party within ten (10) days of the mediation. The arbitrator shall be mutually agreed upon by the aggrieved faculty member and the administration of the College, and in default thereof selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties provided that the arbitrator shall confine his or her opinion to the sole question of whether or not (1) there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of professors/instructors in effect from time to time. The arbitrator shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the Board of Trustees or administration, nor shall the arbitrator add to, subtract from or modify the terms of this agreement.

The Result of the decision shall be implemented within fifteen (15) days of receipt of the decision.

The Board of Trustees and the aggrieved party will each pay one-half of the cost of the arbitrator's fee.

**ARTICLE XII**  
**Professional Compensation**

- A. Faculty compensation shall be based upon the sum of three components: base salary, a salary factor and a longevity amount. Each of these components shall be determined as follows:

Base salaries shall be calculated as follows:

1. The step and level of each faculty member will be determined.
2. The salary schedule shown in Appendix A will be consulted to determine the faculty member's base salary for the upcoming year.

The salary factor in effect as of 2008/2009 shall continue to be in effect for those who have a salary factor.

The longevity amount shall be \$1000 for 2015-2018 and shall be given to those members who are returning to the top step in any of those years.

- B. All newly employed instructors shall be given experience credit on the salary schedule as set forth in Appendix A for previous related employment. The total experience credit given to a new instructor shall not exceed five years except as noted below. The experience shall be credited as follows:

1. One year of experience for each year of full-time community college or university teaching experience.
2. One year of experience for each year of annual teaching experience at Glen Oaks Community College.
3. One year of experience for 48 or more credit hours of accumulated part-time teaching experience at community colleges or universities.
4. One year of experience for each three years of other related work experience, not to exceed three years total.
5. In a case where it is not possible to hire a qualified applicant due to credentialing regulations or unusual job market situations additional years of credit may be given in order to secure a qualified instructor. The Chief Academic Officer and the Faculty Senate will jointly determine the maximum number of years that may be offered prior to making an offer to hire.

- C. No presently employed professor/instructor shall have his or her level or step reduced from his or her present position except as expressly provided in this Agreement. All college credit courses pertaining to level advancement shall be in the professor's/instructor's specialty area or approved prior to enrollment by the Chief Academic Officer with the advice of the Compensation Evaluation Committee. This Committee will be chaired by the Chief Academic Officer and populated by one additional administrator and two faculty members appointed by the President of the Faculty Senate.

The equating of technical, industrial, professional workshops and institutes, and the approval of college credit hours shall be done by the Chief Academic Officer with the advice of the

Compensation Evaluation Committee. In cases where the committee cannot arrive at a decision, the President of the College shall make the final decision. All appeals for assignment to the levels shall be submitted to this committee.

Contact hours will be calculated at a ratio of 30 hours to 1 credit for hands-on workshops, and 45 hours to 1 credit for non-hands-on conference activities.

In certain cases, the following exceptions to level descriptions shall apply. Undergraduate credit may be substituted for graduate credit where there is clearly a lack of suitable courses at the graduate level or where an undergraduate course more closely fills the needs of an employee and/or the college. Approval for the above shall be granted, in advance, by the Chief Academic Officer with the advice of the Compensation Evaluation Committee.

The Deadline for level advancement requests will be June 1<sup>st</sup>, in order for the advancement to take effect on September 1<sup>st</sup>. Exceptions shall be granted for courses or activities completed during the summer months.

- D. All newly employed professors/instructors as well as presently employed professors/instructors shall advance in accordance with the following formulas for the duration of this Agreement. All degrees and/or courses used for placement or advancement shall be from regionally accredited institutions.

#### Level One

This level shall be assigned to an instructor who has received a Bachelor's degree or equivalent technical, industrial, or professional training.

#### Level Two

This level may be obtained by earning the following semester hours of credit beyond the attainment of the Bachelor's degree:

1. Fifteen (15) semester hours beyond the Bachelor's degree.
2. Fifteen (15) contact semester hours.
3. A combination of fifteen (15) semester hours from 1 and 2 above.

#### Level Three

This level may be obtained by earning the following:

1. Master's degree.
2. Fifteen (15) semester hours or more of graduate level credit beyond the attainment of the Bachelor's degree and one of the following:
  - a. Fifteen (15) contact semester hours.
  - b. Fifteen (15) semester hours of college credit awarded following attainment of the Bachelor's degree.
  - c. A combination of fifteen (15) semester hours from a and b above.

#### Level Four

This level may be obtained by earning the following semester hours of credit beyond the attainment of the Master's degree:

1. Fifteen (15) semester hours of college graduate credit.
2. Fifteen (15) contact semester hours.
3. A combination of fifteen (15) semester hours from 1 and 2 above.

#### Level Five

This level may be obtained by earning either of the following:

1. Sixty (60) semester hours beyond the attainment of the Bachelor's degree culminating with a Specialist's degree or Master of Fine Arts degree.
2. Thirty (30) semester hours of college graduate credit beyond the attainment of the Master's degree of which fifteen (15) may be equated semester.

#### Level Six

This level may be obtained by earning either one of the following:

1. Fifteen (15) semester hours of graduate credit beyond the attainment of the M.F.A. or Specialist's degree.
2. Forty-five (45) semester hours of graduate credit beyond the attainment of the Master's degree of which fifteen (15) may be contact hours.

#### Level Seven

This level may be obtained by one of the following:

1. Thirty (30) semester hours of graduate credit beyond the attainment of the M.F.A. or Specialist's degree.
2. Sixty (60) semester hours of graduate credit beyond the attainment of the Master's degree of which thirty (30) may be contact hours.
3. An earned Doctorate.

#### Level Eight

This level may be obtained by earning 15 graduate level credits beyond the attainment of an earned Doctorate.

Any material earned beyond the minimum requirements for a specific level placement may be applied to the next level advancement, following the specific requirements as set forth in Article XII.

- E. Load shall be thirty (30) to thirty two (32) hours over the academic year beginning in Fall Semester of each year (overload is more than 32). Faculty may also be assigned/allowed up to 12 hours of online learning courses each semester. Overload shall be paid at 120% of the part-time faculty rate and full-time faculty shall have the right of first refusal for overload work, not to exceed twenty (20) hours of overload/DL combined (DL being no more than 12 hours of the above referenced 20 hours). The 120% is based upon the current part-time faculty rate for the current contract year.

F. Independent Study Options

All bargaining unit members, at the option of the Chief Academic Officer, may be allowed an independent study option of no more than two courses per semester. Compensation shall be at the

rate of \$50 per credit per student. Independent Study will not count toward teaching load requirements or overload.

- G. Faculty attending workshops, seminars, college classes, etc., funded by the college general fund or foundation, shall not be eligible for step or level improvement except when the workshop or seminar is specifically for improving teaching skills. However, partial funding, e.g., tuition and books only, or any program specifically requested of the professor/instructor by the administration and for the benefit of the college, would not be sufficient reimbursement to disallow step and level improvement. Prior approval of the Compensation Evaluation Committee, before attendance, should be obtained to insure complete understanding on the possibility of step and level adjustment and the amount thereof.
- H. Each professor/instructor may select one of the following pay options at the beginning of the college year:
  - 1. Twenty-one (21) pay periods.
  - 2. Twenty-six (26) or twenty-seven (27) pay periods on a 27 pay period year.

**ARTICLE XIII**  
**Online Education**

A. Online Learning: The parties recognize that online education is a vital component of the College curriculum and necessary for continued leadership in higher education. Therefore, the parties encourage endeavors in creating, developing, and delivering online education courses.

B. "Distance-delivered courses are those in which all or the vast majority (typically 75% or more) of the instruction and interaction occurs via electronic communication, correspondence or equivalent mechanisms, with the faculty and students physically separated from each other."

The OLAC Committee will be comprised of three (3) administrators and three (3) Faculty Senate members chosen by the respective parties. This committee shall be known as the Online Learning Advisory Committee (OLAT).

C. Online Learning Hour Assignment

1. Fall and Winter semesters - twelve (12) credit hours not to exceed four (4) classes of OL courses each semester, above the teaching load, and not included in overload, are available to trained instructors.

First-time OL Instructors will be eligible to teach only one (1) course for the first two semesters, and then two (2) courses the third semester, provided approval is granted. Except where serious performance issues exist, approval shall not be withheld without prior corrective action including an oral warning, written warning and written reprimand within a rolling 24-month period.

For all OL instructors, except where serious performance issues exist, approval shall not be withheld without prior corrective action including an oral warning, written warning and written reprimand within a rolling 24-month period.

2. Spring/Summer semester - twelve (12) credit hours not to exceed four (4) classes of OL courses, above the teaching load, and not included in overload, are available to trained instructors.

First-time OL Instructors will be eligible to teach only one (1) course for the first two semesters, and then two (2) courses the third semester, provided approval is granted. Except where serious performance issues exist, approval shall not be withheld without prior corrective action including an oral warning, written warning and written reprimand within a rolling 24 month period.

For all OL instructors, except where serious performance issues exist, approval shall not be withheld without prior corrective action including an oral warning, written warning and written reprimand within a rolling 24-month period.

3. OL courses can be used as load rather than paid courses when the professor/instructor needs the hours to meet contract load requirements, in which case, a full-time faculty may use a OL course with minimum required enrollment, as

of course count date, as load or combine a OL and a face-to-face course to reach minimum required enrollment for the purpose of fulfilling load with approval of the College. However, nothing precludes the Employer from determining whether a course will be taught, the assignment/reassignment of students and/or the student population necessary to run the course.

4. Those instructors who teach courses that are traditionally taught exclusively online, are advertised as part of an online degree, or are inherently required to be taught in an online environment may use courses which meet the minimum required enrollment as direct credit hour substitution for face-to-face courses or combine the OL and face-to-face versions of the same course to reach a minimum enrollment of students to count as one course toward load.
5. Full-time faculty teaching primarily online, as determined by the College at the beginning of the academic year, may earn overload or additional pay for OL courses, once a standard contractual load of 32 credit hours has been reached. The standard load will be based on a minimum enrollment of students per course or course combination. If a faculty member combines courses of various credit hour values to reach the required minimum enrollment, the faculty member will receive credit for the course with the most credit hours.

D. Property Rights: The faculty member creating the course for the College shall be offered the initial opportunity to teach the course, so long as they are qualified to teach the course. Scheduling for online learning shall follow the existing contractual requirements as found in Article 2 Section H and Article 5 Section B, which is comparative to the traditional class offerings. In any event, the faculty member creating the course shall be paid \$500.00 per credit hour for the creation of the course and materials and, upon payment, the course shall become the property of the College. Courses shall not exceed thirty (30) students unless approved by the College.

Faculty who teach online learning courses are required to attend two (2) professional development activities to be eligible for course development and course teaching each academic year.

Professional development opportunities shall be provided by the College each semester. A list of items that shall satisfy professional development requirements shall be made available from the College in consultation with the OLAT and OLAT committees.

Should a faculty member desire alternative professional development opportunities not established on the "list," they may submit a request to the College for approval and the College, in consultation with the OLAT and OLAT committees shall determine whether the alternative satisfies the professional development criteria.

Orientation guidelines shall be established by the College in consultation with the OLAT and OLAT committees. All new online instructors must complete the online faculty orientation prior to being assigned an online course. Upon successful completion of the online faculty orientation, the professor/instructor will receive a stipend of \$500.

An online course must be updated to reflect the current semester for all time sensitive material one (1) week prior to start of the OL semester, or the course may be subject to cancellation or reassignment to another instructor. The administration shall open/roll over OL courses one (1) month prior to the beginning of each semester.

Course compensation will be as follows: One (1) student will be paid the same rate as an independent study. A stipend of \$200 per contact hour for a course with an enrollment of two (2) to five (5) students. Beginning with the sixth student an additional \$40.00 per student per contact hour. English Composition shall be equated at 1.25 per contact hour. Business Communications shall be equated at 1.15 per contact hour.

- E. Assignment: Assignment of an online learning course to a Glen Oaks Community College faculty member other than the Faculty Member/Developer will be determined by the College. An Assignment Contract shall a) specify the obligations of the assigned faculty member to protect the integrity of the online Learning Course and b) define what elements of the Course and materials must be used, c) nursing and allied health online learning courses will follow specific guidelines set forth by the administration to maintain state and accreditation bodies mandated for these programs. However, nothing in this provision or agreement shall be construed to prohibit the College from utilizing/assigning adjunct or part-time faculty to perform online courses, subject to the provisions of Article V.
- F. Certification: An online learning Advisory Team (OLAT) was established to guide online learning at the College. The OLAT is made up of the Chief Academic Officer, two (2) to five (5) faculty, and OL staff. The OLAT may evaluate courses to ensure quality of content and instructional design based on current national trends and practices. OLAT certification shall apply to new and existing courses and is subject to a biannual review. The OLAT will also have responsibility for recommending the timelines for program reviews and updates.

The College, along with input from the OLAT, will also evaluate the quality of the course being taught and make recommendations as to the continued use of the course and/or the faculty teaching the course.

In the interest of providing a high-quality course selection and learning experience, in the event that the OLAT is unable to agree upon the continuation of the course, the faculty teaching the course, the number of course hours taught by faculty or any other quality related criteria, the College shall make the final decision. In no event shall the final decision by either the OLAT and/or the College be based upon arbitrary or capricious considerations, nor shall such decisions be made for the purpose of retaliation.

When considering the quality of the course and the faculty member, the College, along with input from the OLAT, shall consider criteria such as the following:

- Credentials
- Retention/Successful Student Course Completion Numbers
- Participation in Professional Development, Program Review, Assessment and New Program Development
- Student Evaluation
- Attendance



- General Performance

G. Performance Contract for Initial Development: Specific responsibilities of the faculty member shall be spelled out in a signed performance contract and shall include, but not be limited to the following:

- a. Attend online learning professional development sessions provided by the College. For online courses, internet based instructional training is required.
- b. Design the course's instructional graphics and content to comply with the requirements of the technologies used for course delivery, strong instructional strategies, and College approved CDM, syllabus, and objectives.
- c. Secure licenses and permissions to use copyrighted materials presented via the technology, in compliance with the Copyright Policy 2.70 in the Policy and Procedure Manual extant at the time of this agreement.
- d. Modify the course's instructional design to insure student interaction and involvement in the course.
- e. Incorporate appropriate Internet-based assessment strategies and teaching techniques.
- f. Compensation for initial development of an OL course will be \$500 per credit hour. This stipend will be paid on a one-time basis, after OLAT course approval, in keeping with the intellectual property rights as listed above. No additional royalties will be paid.

H. Performance Contract for Revision of Courses: The OLAT may recommend revision of a course based on need for course, quality of course, professor/instructor request, and technology appropriate design. Once a course has been recommended and approved for revision, the course may be offered one additional semester before revision is made. Specific responsibilities for revising a course shall be based on recommendations of the OLAT. Once revisions are completed and approved by the OLAT, the revised course may be offered.

**ARTICLE XIV**  
**Fringe Benefits**

- A. Holidays:
- |                          |        |
|--------------------------|--------|
| Labor Day                | 1 day  |
| Thanksgiving             | 1 day  |
| Day after Thanksgiving   | 1 day  |
| Christmas (Dec. 24 & 25) | 2 days |
| New Year's (Jan. 1 & 2)  | 2 days |
| Good Friday              | 1 day  |
| Memorial Day             | 1 day  |
| Independence Day         | 1 day  |
| Martin Luther King Day   | 1 day  |

The parties agree that there will be a minimum of fourteen (14) calendar days off during the Christmas and New Year's holiday period.

- B. Employer contribution toward premium, per month as determined by the College consistent with Michigan law under the hard cap:

2015 (subject to change in subsequent years):

Single: \$499.36/month  
Two-person: \$1,044.30/month  
Family: \$1,361.89/month

- C. The employee may elect to take a cash option in lieu of health insurance benefits under a qualified IRS Code Section 125 Salary Reduction Agreement.

The employee may direct all or part of the cash option toward a tax sheltered annuity or the purchase of any other insurance options appearing on the health insurance enrollment form.

The value of the cash in lieu of health option is \$291.66 per month.

- D. Tuition Reimbursement

The Board shall grant, upon request, full-tuition and all fee (except for course fees and those associated with competitive degrees/certificates (Nursing and Allied Health)) remission to Glen Oaks Community College for any course meeting degree or certificate requirements to all full-time professors/instructors, their spouses, and their children (natural and/or dependent under the age of 24). Glen Oaks will pay for a given course one time only, provided that a grade of "C" or better is attained. Employees will be required to sign a document agreeing to pay back to Glen Oaks through payroll deduction the amount of tuition and fees for a course where a grade of "C" or better is not attained. All fees will be waived for the employee when taking classes.

E. Reimbursement Expenses

1. Professors/Instructors, upon application to and approval of the Chief Academic Officer, will be reimbursed for authorized expenses related to their duties within the limitations of the appropriate budget.
2. A newly employed instructor whose residence is outside the Glen Oaks Community College district may be allowed fifty percent (50%) of the cost of moving household goods provided that an estimate of the cost is submitted to and approved by the College President previous to the moving day. The Board shall notify the instructor of this provision in advance of his or her moving.

F. Retirement

Professors/Instructors are entitled to all benefits of the Michigan Public Schools Employees Retirement Fund or the Optional Retirement Plan established by the Board of Trustees and to all Federal Insurance Contribution Acts benefits.

Employees electing a TSA option will be provided a vehicle to maintain their options through the IRS qualified Salary Reduction Program. MEA Financial Services shall be one of the companies available to bargaining unit members.

All faculty members will be given the option to participate in a tax-sheltered annuity program under an employer sponsored 403(b) Plan, and contribute to a vendor of their choice within the list of currently approved vendors according to the 403(b) Plan Document. The 403(b) Plan will comply with IRS regulations and all other applicable federal and state laws.

The Board of Trustees will pay all MPSERS contributions.

The Board of Trustees will pay into the Optional Retirement Plan at the rate of (fourteen percent) 14% on behalf of any Professors/Instructors who chose the Optional Retirement Plan.

**ARTICLE XV**  
**Miscellaneous Provisions**

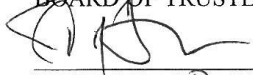
- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
  
- B. If any provision of this 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 and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

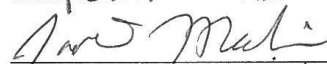
Copies of this Agreement shall be duplicated at the expense of Glen Oaks Community College and presented to all faculty members now employed or hereafter employed and made available for perusal by any faculty members considered for employment.

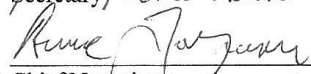
**ARTICLE XVI**  
**Duration of Agreement**

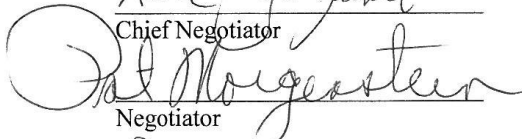
- A. This Agreement shall be effective as of 1<sup>st</sup> day of the Fall 2015 semester and shall continue in effect until Last day of the Summer semester 2018. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Either party may give written notice to the other party of its desire to negotiate a new Agreement by not later than January 1, 2018. Acknowledgment must be given within five (5) calendar days after receipt of this notice and negotiations shall commence within thirty (30) calendar days of the date of this notice.
- C. It is understood that the Employer and the Association will continue conversations regarding fringe benefit packages and that, should changes be negotiated regarding the topic, both parties by common agreement will reopen this contract for that sole purpose.
- D. In the event that the Employer and the Association shall fail to secure a successor agreement prior to the termination of the 2015-2018 agreement, then the 2015-2018 agreement shall remain in full force and effect until a successor agreement is executed or Last day of Summer semester 2018. All provisions of the 2015-2018 collective bargaining agreement shall continue to be applicable consistent with their terms, including continuation of step, longevity, and health care contribution adjustments as pertinent.

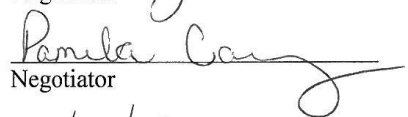
GLEN OAKS COMMUNITY COLLEGE  
BOARD OF TRUSTEES

  
\_\_\_\_\_  
Chairman, Dave Allen

  
\_\_\_\_\_  
Secretary, James Moshier

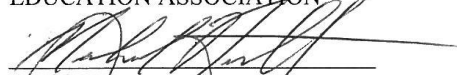
  
\_\_\_\_\_  
Chief Negotiator

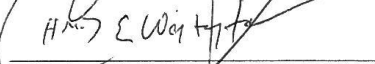
  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

8/25/15  
\_\_\_\_\_  
Date

SOUTHWESTERN MICHIGAN  
EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

**APPENDIX A**  
**Salary Schedules**

**2015-16**

	1	2	3	4	5	6	7	8
1	38,438	39,976	41,575	43,238	44,967	46,766	48,636	50,582
2	39,749	41,338	42,991	44,711	46,499	48,359	50,294	52,305
3	41,103	42,747	44,457	46,235	48,086	50,007	52,008	54,089
4	42,504	44,204	45,973	47,811	49,724	51,712	53,781	55,932
5	43,953	45,710	47,539	49,440	51,418	53,476	55,614	57,839
6	45,451	47,269	49,159	51,126	53,171	55,298	57,509	59,810
7	47,000	48,880	50,835	52,869	54,983	57,183	59,470	61,848
8	48,602	50,546	52,568	54,670	56,857	59,131	61,497	63,957
9	50,258	52,268	54,360	56,534	58,796	61,147	63,593	66,136
10	51,971	54,049	56,212	58,461	60,799	63,231	65,761	68,390
11		55,892	58,129	60,453	62,871	65,387	68,001	70,721
12			60,110	62,514	65,015	67,615	70,319	73,133
13			62,159	64,644	67,230	69,919	72,717	75,625
14				66,848	69,523	72,303	75,195	78,203
15					71,892	74,768	77,758	80,868
16						77,316	80,408	83,626
17						79,951	83,149	86,475

**2016-17**

	1	2	3	4	5	6	7	8
1	38,726	40,275	41,887	43,562	45,304	47,117	49,001	50,961
2	40,047	41,648	43,313	45,046	46,848	48,722	50,672	52,698
3	41,411	43,068	44,790	46,582	48,447	50,382	52,398	54,494
4	42,823	44,536	46,318	48,169	50,097	52,100	54,185	56,352
5	44,283	46,053	47,895	49,811	51,803	53,877	56,031	58,272
6	45,792	47,623	49,528	51,509	53,570	55,712	57,940	60,259
7	47,352	49,246	51,217	53,265	55,396	57,612	59,916	62,312
8	48,966	50,925	52,963	55,080	57,284	59,575	61,958	64,437
9	50,635	52,660	54,767	56,958	59,237	61,606	64,070	66,632
10	52,361	54,455	56,634	58,900	61,255	63,705	66,254	68,903
11		56,311	58,565	60,906	63,343	65,877	68,511	71,252
12			60,561	62,983	65,503	68,122	70,847	73,682
13			62,625	65,129	67,735	70,444	73,263	76,192
14				67,349	70,044	72,846	75,759	78,790
15					72,431	75,328	78,341	81,475
16						77,895	81,011	84,253
17						80,551	83,773	87,123

**2017-18**

	1	2	3	4	5	6	7	8
1	39,017	40,577	42,201	43,889	45,644	47,470	49,368	51,343
2	40,347	41,960	43,638	45,384	47,199	49,087	51,052	53,093
3	41,722	43,391	45,126	46,931	48,810	50,760	52,791	54,903
4	43,144	44,870	46,665	48,531	50,473	52,491	54,591	56,775
5	44,615	46,399	48,255	50,184	52,192	54,281	56,451	58,709
6	46,136	47,981	49,899	51,895	53,971	56,130	58,375	60,711
7	47,708	49,616	51,601	53,665	55,811	58,044	60,365	62,780
8	49,334	51,307	53,360	55,493	57,713	60,021	62,423	64,920
9	51,015	53,055	55,178	57,385	59,681	62,068	64,551	67,132
10	52,753	54,863	57,059	59,341	61,714	64,183	66,751	69,420
11		56,734	59,004	61,363	63,818	66,371	69,025	71,786
12			61,016	63,456	65,994	68,633	71,378	74,235
13			63,095	65,618	68,243	70,972	73,812	76,764
14				67,854	70,569	73,392	76,327	79,381
15					72,975	75,893	78,929	82,086
16						78,480	81,618	84,885
17						81,155	84,401	87,777



**APPENDIX B**  
**Coaches, Directors, and Advisors Salaries**

Extra-contractual salaries shall be the percentage of the salary at Level 3 and step equal to the professor's/instructor's present step, not to exceed 13, as shown below (i.e., a professor/instructor at Level 5 Step 5 would have an extra-contractual salary based on Level 3 Step 5). When mutually agreed upon, extra-contractual salaries may be equated to released time. The Glen Oaks Controller will consult the Chief Negotiator for the Board to determine extra-contractual salaries as they pertain to this Appendix. If a professor/instructor is currently employed in any extra-contractual activity listed in this Appendix and is being compensated at a higher dollar amount, his or her compensation shall be frozen until such time as the contracted percentage equals or exceeds the prior salary.

Compensation for the following positions shall be as indicated. If a salary is paid, the payments shall be made in equal amounts throughout the regular school year.

<u>Men's Basketball Coach</u>	12% paid in eight equal payments commencing with the second pay period in November.
<u>Men's Baseball Coach</u>	12% paid in five equal payments commencing with the first pay period in April.
<u>Women's Basketball Coach</u>	12% paid in eight equal payments commencing with the first pay period in November.
<u>Women's Volleyball Coach</u>	8% paid in five equal payments commencing with the first pay period in September.
<u>Golf Coach</u>	8% paid in five equal payments commencing with the first pay period in April.
<u>Vocal Music Director</u>	6%.
<u>Ensemble Music Director</u>	6%.
<u>Phi Theta Kappa Advisor</u>	6%.

**APPENDIX C  
Insurance Benefits**

	Option 1	Option 2	Option 3
Health Plan(s)	\$300/600 deductible in network \$20/\$25/\$50 co-pay 0% co-insurance \$2/\$10/\$20/\$40 co-pay prescription card \$5000 life	High deductible with Health Savings Account (HSA) \$1,250/2,500 (will change to \$1,300/2,600 Jan. 1, 2015) deductible in-network \$0 co-pay 0% co-insurance \$2/\$10/\$20/\$40 co-pay prescription card \$5,000 life	
LTD	66 2/3% of Maximum eligible salary \$7000 max monthly benefit 2 year own occupation 90 calendar day modified fill elimination No COLA Alcohol/Drug and Mental/Nervous Same As Illness 5% minimum payout Pre-existing limits waived Family SS offset No Survivor Freeze on Offsets No Educational Supplement	66 2/3% of Maximum eligible salary \$7000 max monthly benefit 2 year own occupation 90 calendar day modified fill elimination No COLA Alcohol/Drug and Mental/Nervous Same As Illness 5% minimum payout Pre-existing limits waived Family SS offset No Survivor Freeze on Offsets No Educational Supplement	66 2/3% of Maximum eligible salary \$7000 max monthly benefit 2 year own occupation 90 calendar day modified fill elimination No COLA Alcohol/Drug and Mental/Nervous Same As Illness 5% minimum payout Pre-existing limits waived Family SS offset No Survivor Freeze on Offsets No Educational Supplement
Life	\$40,000	\$40,000	\$45,000
Vision	Benefits as included in VSP-3 Gold	Benefits as included in VSP-3 Gold	Benefits as included in VSP-3 Gold
Dental	50/50/50/50 \$1000 Class I, II, III annual max \$1000 Class IV lifetime max 2 cleaning per year	50/50/50/50 \$1000 Class I, II, III annual max \$1000 Class IV lifetime max 2 cleaning per year	50/50/50/50 \$1000 Class I, II, III annual max \$1000 Class IV lifetime max max 2 cleaning per year

**Appendix D**  
**REQUEST FOR FACULTY DEVELOPMENT**

**2015-2018**

1. Name \_\_\_\_\_

2. Type of activity: (computer aided instruction, conference, seminar/workshop, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

3. Sponsoring organization (if any) \_\_\_\_\_

4. Location \_\_\_\_\_

5. Date(s): \_\_\_\_\_

6. Explain how this activity fulfills the guidelines (be specific; attach additional information, if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Describe the dissemination activities to be used to follow up on this professional development opportunity and share this new knowledge with peers.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

8. Cost of Activity:

a. Travel \_\_\_\_\_  
 (Consult the Travel request and reimbursement form)  
 College/Personal Vehicle \_\_\_\_\_  
 Air Fare/Train/Bus \_\_\_\_\_

TOTAL of Round Trip \_\_\_\_\_

b. Meals (Consult the Travel request and reimbursement form) \_\_\_\_\_  
 Breakfast = \$ 6.00  
 Lunch = 6.00  
 Dinner = 14.00

c. Lodging \_\_\_\_\_

d. Tuition \_\_\_\_\_

e. Other fees (parking, tolls, etc.) \_\_\_\_\_

f. Registration \_\_\_\_\_

g. Other \_\_\_\_\_

h. Subtract other sources of funding \_\_\_\_\_

TOTAL REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
 Applicant Signature \_\_\_\_\_  
Date

.....  
 TO BE FILLED OUT BY COMMITTEE CHAIR

Committee Decision:  
 Yes \_\_\_\_\_  
 No \_\_\_\_\_ See attached memo

\_\_\_\_\_  
Chair, Professional Development Committee

\_\_\_\_\_  
Date

Total amount funded: \_\_\_\_\_

Revised 06/21/11

**Appendix E**  
**GLEN OAKS COMMUNITY COLLEGE**  
**FACULTY PERFORMANCE APPRAISAL**

Faculty name: \_\_\_\_\_ Date: \_\_\_\_\_

Review position description for accuracy (positions descriptions are found on the J:Drive). Identify any additions, deletions or revisions to your current job description. Return revised position description with completed performance appraisal.

- No revisions made  
 Yes, revisions made (see attached)

Briefly discuss the following questions.

1. How is it going?

- Discuss performance using the attached position profile.
- Revise the position profile, if necessary, to reflect duties that have changed. If changed, provide copy to the employee.
- Discuss how the employee's position and duties relate to the overall area, college mission, vision, and/or leadership essence.

2. What are you learning?

- Discuss strengths/areas for growth.
- Discuss barriers to effective work performance and job satisfaction.
- Discuss possible work process improvements.

3. What are your goals? What progress have you made toward attaining them?

- Discuss development (over past year; future needs for current job; long-term career goals and development needs to achieve them.
- Discuss whether employee continues to grow to meet future needs and demands of our changing environment.
- Discuss employee's feedback/constructive suggestions for supervisor.

4. What can I (supervisor) do to help you?

- Discuss anything else the employee or supervisor would like to address.

This form is intended to summarize the four elements of the faculty performance appraisal process and is to become the official record of this process. Unless otherwise noted, completion of this summary constitutes satisfactory performance.

FACULTY POSITION PROFILE APPRAISAL FOR ACADEMIC YEAR \_\_\_\_\_

PROFESIONAL DEVELOPMENT PLAN

A. Plan was developed

Yes

No

B. Plan was discussed	Yes	No	
C. Plan was approved		Yes	No
D. Plan was complete		Yes	No

E. Comments:

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**CLASSROOM EVALUATION**

A. The dean observed the faculty members classroom on \_\_\_\_\_ occasion(s).

B. The visitation was discussed	Yes	No
C. The observation was satisfactory	Yes	No

D. Comments:

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**STUDENTS EVALUATIONS**

A. Student Evaluations were carried out in \_\_\_\_\_ number of classes.

B. The faculty member received results of these evaluations as tallied by the dean’s office	Yes	No
---	-----	----

C. Comments:

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DEAN’S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

FACULTY SIGNATURE\* \_\_\_\_\_

DATE \_\_\_\_\_

---

\*Signature does not necessarily indicate agreement with appraisal results, but that the appraisal was reviewed and discussed with the faculty member. Supplementary comments by the faculty member will be attached if provided to Human Resources within five (5) working days of the appraisal date (faculty signature date).

## Appendix F

### LETTER OF AGREEMENT

#### **CTE (Career Technical Education):**

This Letter of Agreement, effective the 1<sup>st</sup> day fall semester 2015, is entered into between the Board of Trustees of Glen Oaks Community College, hereinafter "Board" and the Southwestern Michigan Education Association, hereinafter the SMEA, and its respective affiliate, the Glen Oaks Community College Faculty Senate, hereinafter "faculty Senate" affiliated with the Michigan Education Association, MEA and the National Education Association, NEA.

As the Parties have agreed, If CTE course are taught by bargaining unit personnel, the "load" requirements/credit may be up to five (5) days per week and shall be as follows:

Working 2 CTE hours per day or less = 4 contact hours.

Working more than 2, but less than 4 CTE hours per day = 9 contact hours.

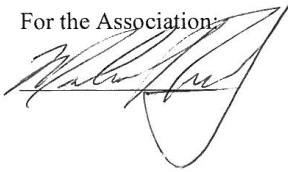
Working more than 4, but less than 6 CTE hours per day = 13 contact hours.

Working more than 6 CTE hours per day = 18 contact hours.

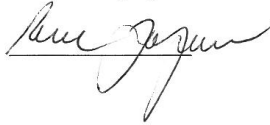
Note: CTE Lab counts .75 to 1 contact hour.

In the event a hybrid CTE/Regular-Class design evolves, the Parties agree to meet and make modifications to the letter of agreement related specifically to the Hybrid CTE /Regular-Class situation.

For the Association:



For the Employer:





## Appendix G

### LETTER OF AGREEMENT

#### Rebecca Burch – Full-Time Faculty Transition

This Letter of Agreement, effective the 1<sup>st</sup> day fall semester 2015, is entered into between the Board of Trustees of Glen Oaks Community College, hereinafter “Board” and the Southwestern Michigan Education Association, hereinafter the SMEA, and its respective affiliate, the Glen Oaks Community College Faculty Senate, hereinafter “faculty Senate” affiliated with the Michigan Education Association, MEA and the National Education Association, NEA.

As the Parties have agreed, effective the beginning of the 2015 Fall semester, Rebecca Burch will be considered full-time Faculty with all and full seniority rights.

It is understood that Rebecca Burch will be able to select teaching assignments as follows:

1. After the current psychology professor (Worthington) has selected four (4) classes, Burch may select two (2) classes. Then, the remaining psychology classes shall be offered to the current psychology professor with any courses remaining offered to Burch.
2. Burch shall also be entitled to teach EDU 121 and 122 and “Student Success”.
3. Burch shall also be entitled to overload from “Developmental”.

This letter of Agreement pertains exclusively to the faculty members addressed in the Letter of Agreement and exclusively for the course offerings addressed in this Letter of Agreement.

This Letter of Agreement shall remain in effect until one of the referenced faculty leave the bargaining unit or the Parties mutually agree to modify this Agreement.

For the Association



For the Employer:



## Appendix H

### Letter of Agreement

Re: Director of Testing and Tutoring Position

This Letter of Agreement, effective the 1<sup>st</sup> day fall semester 2015, is entered into between the Board of Trustees of Glen Oaks Community College, hereinafter "Board" and the Southwestern Michigan Education Association, hereinafter the "SMEA", and its respective affiliate, the Glen Oaks Community College Faculty Senate, hereinafter "Faculty Senate", affiliated with the Michigan Education Association, MEA, and the National Education Association, NEA.

1. Future hires into the position shall be paid \$35,000.00 per year with annual contract increases in the second and third year of 2015 – 2018 CBA.
2. Vacation shall be consistent with college employee handbook.
3. Employees filling the position shall generally work regular hours and attend to duties associated with the position such as, by way of illustration and not limitation, testing, tutoring, teaching, assisting part-time faculty and assisting administrative personnel.

The College reserves the right to modify, transfer and/or consolidate duties associated with the testing and tutoring position. In such event, the Employer shall consult with the Union prior to making such change.

For the Association:



For the Employer:



## Appendix I

**POSITION TITLE:**                                **Director of Testing and Tutoring**

**DIRECTLY REPORTS TO:**                    Dean of Academics and Extended Learning

**SUPERVISES:**                                Tutors

### **FUNCTIONS:**

The Director of Testing and Tutoring is responsible for overseeing identified areas in the Testing and Tutoring Center. Further, the director will assist the Dean of Academics and Extended Learning in assessment/accreditation related activities.

### **DUTIES AND RESPONSIBILITIES:**

1. Recruit, hire and schedule walk-in hours for tutors
2. Train tutors to be CRLA certified at two levels (EDU 121, EDU 122)
3. Keep CRLA certification updates for Center
4. Track number of hours tutored, tutees, pass rates, withdrawals and failures
5. Create appointments and schedule individual appointments.
6. Market tutoring services to high risk classes
7. Manage budget and contracts.
8. Hire, train and track America Reads tutors.
9. Coordinate and schedule Accuplacer/Compass testing for on-campus and off campus
10. Assess and provide evidence of student learning, using test scores
11. Provide identified program-level assessment testing services.
12. Hire, train and schedule proctors.
13. Manage disability resources, Zoom, Optelect machine and test readers.
14. Assist with curriculum development (CDM's) and WEAVE entries.
15. Assist with collecting evidence of student learning.
16. Serve as AQIP liaison.
17. Provide support/resource information for part-time faculty.
18. Serve on appropriate committees.
19. Performs other duties as assigned by the Dean of Academics and Extended Learning.

### **REQUIRED QUALIFICATIONS:**

1. Masters in related field.
2. Demonstrated computer knowledge and skill.
3. Strong communication skills.

### **PREFERRED QUALIFICATIONS:**

1. Experience managing/supervising others
2. Familiarity with Accuplacer or Compass.

Appendix J

Name	Department	Years at College FY15	Department Seniority	Date of Hire	Signing Date
Lederman, William	Nursing	29	1	5/5/1986	
Keith, Lester	Business	22	1	8/31/1993	
Proefrock, Steve	PE	17	1	8/28/1998	3/12/1998
Barkely, Gerald	Science/Math	17	1 and 1	8/28/1998	5/14/1998
Grunert, Karen	Early Childhood	16	1	8/2/1999	
Gave, Kevin	English	16	1	8/27/1999	
Northrop, Michael	Art	14	1	8/28/2001	
Burch, Rebecca	Psychology/Student Success	14	2 and 1	9/17/2001	
Conner, Kevin	Computers	12	1	9/2/2003	8/4/2003
Furr, William	Business	12	2	9/2/2003	8/5/2003
Haylett, Nancy	Nursing	10	2	1/5/2005	
Hartung, Ren	Science	8	1	8/24/2007	
Worthington, Chad	Psychology	7	1	9/2/2008	7/31/2008
Sandelin, Michael	Math	7	2	9/2/2008	8/18/2008
Ryno, Steve	English/Developmental	7	2 and 1	9/2/2008	8/28/2008
Hucko, Jeff	Science	6	2	8/31/2009	5/22/2009
Simmons, Sarah	Science	6	3	8/31/2009	8/17/2009
Hatfield, Lori	English	5	3	8/27/2010	
McNamara, Michelle	Communications	3	1	8/24/2012	6/4/2012
Rodriguez, Maria	Science	3	4	8/24/2012	8/11/2012
Carrel, Pam	Nursing	3	3	8/24/2012	8/20/2012
Walker, Linda	Graphic Design	1	1	8/22/2014	7/2/2014
Hofman, Ron	Automotive	1	1	8/22/2014	8/21/2014
Naccarato, Carol	Allied Health	0	1	1/12/2015	