

**WEST SHORE COMMUNITY COLLEGE
INSTRUCTIONAL AGREEMENT**

August 23, 2017

to

May 7, 2020

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AGREEMENT

This Collective Bargaining Agreement entered into effective August 23, 2017 between the West Shore Community College District, hereinafter referred to as the "College," and the West Shore Community College Faculty Association, hereinafter referred to as the "Association", expresses all mutually agreed covenants between the parties hereto.

ARTICLE I - RECOGNITION

Section 1. The College Recognizes the Association

- A. The College recognizes the Association as the collective bargaining agent for all current members of the West Shore Community College full-time instructional faculty and librarians in matters of professional compensation, benefits and workloads.

ARTICLE II - COLLEGE'S RIGHTS/ASSOCIATION RIGHTS

Section 1. College Rights Under Federal and State Law and Board Policy

- A. Except as expressly limited in this Agreement, the Board and its Administration, on their own behalf, and on behalf of the electors of the District, hereby retain and reserve all powers, rights, duties and responsibilities conferred upon and vested in them by the constitution and laws of the State of Michigan and the United States and by the policies of the West Shore Community College Board of Trustees. It is understood that such powers, rights, duties and responsibilities may and will be exercised by the College so as to maintain West Shore as efficiently and at the lowest cost possible, consistent with the relevant statutes and with this Collective Bargaining agreement.

Section 2. College Management Rights

- A. Except as expressly limited in this Agreement, the College reserves and retains fully and exclusively, all of its inherent and customary rights respecting Administration of West Shore, including specifically, but not by ways of limitation, the right to:
 - 1. define the goals of and develop the policies of the College;
 - 2. determine the curriculum and extracurricular programs to be offered in the College, together with the work to be performed by and the schedules of work and instruction of all employees of the College;
 - 3. determine the number, location and usage of the College's facilities;
 - 4. select and direct all employees, including the rights to hire, discipline, suspend, discharge, promote, demote, assign, reassign, transfer or lay off employees or to reduce or increase the size of the working forces;
 - 5. determine the methods, means, materials and personnel by which the operations of the College shall be conducted; and

6. do all other things in its judgment necessary for the proper establishment, maintenance, management and carrying on of the College.

Section 3. College Right to Maintain or Improve Services

- A. Except as expressly limited by this Agreement, the College shall have the right to conduct and maintain West Shore's services and operations as in the past and prior to execution of this Agreement with the Association, but shall also have the right to study and use such improved methods and techniques for the providing of service and instruction as the College may determine to be appropriate for the advancement of West Shore.

Section 4. College Right to Change Policies

- A. The College reserves the rights to promulgate and change from time to time reasonable policies, rules and regulations respecting faculty and other employee functioning and responsibilities. However, such policies, rules and regulations shall not be inconsistent with this Collective Bargaining Agreement or change the terms and conditions of employment prior to bargaining such change as proscribed by law.

Section 5. Notice of Changes to Policies Affecting Faculty

- A. The College shall provide to the President of the Association any proposed changes or additions to College policies affecting faculty at least five (5) work days prior to consideration by the College Board of Trustees. Shorter notice may be given in the event of exigent circumstances.

Section 6. Association Right to Organize

- A. All faculty members shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The Board will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or institution of any grievance, complaint or proceeding under this Agreement with respect to any term or condition of employment.

Section 7. Access to Information

- A. The President of the Association, upon written request, shall be sent copies of statements and financial information pertaining to the College. Such information shall be limited to that which is normally distributed to the Board. Other information which will assist in the processing of a grievance will be furnished upon written request by the Association, when such information is legally the privilege of the Association and germane to specifically identified issues. The College may choose to charge for such requests with charges being limited to duplicating expenses and direct personnel costs.

Section 8. Board Agenda

- A. On the dates of the Board's official meetings, a copy of the agenda with all public attachments shall be provided for the Association before such meetings. A copy of the

approved minutes of Board meetings may be secured by the Association within ten (10) days after the date the minutes were approved.

Section 9. Association - Administration Meetings

- A. Members of the bargaining unit who by arrangement between the Association and the College Administration participate during working hours in conferences and meetings with the Board or its representatives which involves or derives from this collective bargaining agreement shall suffer thereby no loss of pay.

Section 10. Equal Rights

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

ARTICLE III - ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1. Academic Freedom

- A. All faculty members shall have the freedom to report the truth as they see it, both in classroom situations and in associated publication. There shall be no restraints which unreasonably impair the faculty's ability to present subject matter in this context; however, all faculty members shall be careful not to introduce controversial matter which has no relation to the subject in their teaching. It is recognized that such freedoms are subject to relevant obscenity statutes and decisions of courts of competent jurisdiction.

Section 2. Academic Responsibility

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

Section 3. Representing the College

- A. All faculty members are emissaries for their profession and representatives of West Shore Community College. When faculty members speak or write as citizens, they should be free from institutional censorship or discipline, but the faculty's special position in the community imposes special obligations. As persons of learning and education, faculty members should remember that the public may judge the profession and the Institution by their utterances. Hence, faculty members must at all times be accurate, be law abiding citizens, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not institutional spokespersons.

ARTICLE IV - EMPLOYMENT CONDITIONS

Section 1. Education and Experience Required

- A. When hiring faculty, the College will comply with all state and accreditation hiring guidelines, as well as Board policy, in determining hiring qualifications. It will be the policy of the College to encourage faculty member participation in the selection of faculty positions. At the time a job offer to a new faculty hire is accepted, the appropriate administrative supervisor shall determine and record those teaching discipline(s) for which the faculty member is qualified in accordance with current accreditation guidelines.
- B. After agreement with the Association, the College may, at job offer, place contingent requirements upon a new faculty member based on a gap in meeting hiring qualifications. Such contingent requirements will include a timeline for completion. Upon acceptance of the offer, the probationary faculty member acknowledges the contingency and the obligation to complete according to the terms outlined or be subject to possible termination as described in Section 4 of this article.

Section 2. Personnel File

- A. An official personnel file shall be maintained by the College for each faculty member, and all such files shall be maintained in a centrally located office.
- B. Each faculty member shall be obligated to see that employment data, such as verification of job experience, transcripts of credits, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustment, are on file in the Human Resources Office.
- C. Faculty members shall have the right to examine the contents of their own personnel files, excluding only confidential pre-employment credentials of an evaluative nature. Faculty members shall make an appointment with the Human Resources Office to examine their files.
- D. The Director of Human Resources or designee shall be present when the faculty member examines their file; and if the faculty member desires it, a representative of the Association may also be present. Faculty members can designate in writing that a representative of the Association may examine their files.
- E. No official report nor any derogatory statement about a faculty member shall be filed unless the faculty member is sent an exact dated copy. The faculty member has the right to submit a response to the report or statement, and the response shall be attached to and filed with the report or statement.
- F. All documents, communications and records dealing with the processing of a grievance as outlined in this Agreement, shall be filed separately from the personnel files of the participants.
- G. All faculty members shall have the right to place materials in their personnel file which attest to their professional competence.

- H. On request, faculty members may receive duplicates of any material in their personnel file except confidential pre-employment materials of an evaluative nature. Electronic copies will be provided at no cost; paper copies may require a reasonable duplication fee to be paid by the faculty member.
- I. All faculty members shall be apprised in writing of the permanent removal of any material from their personnel file. The following rules shall govern the permanent removal of such material:
 - 1. All faculty members shall have the right to request in writing the material filed for five years prior to the request be removed permanently from their personnel file. Such material shall be removed promptly by the College.
 - 2. The College shall have the right to remove permanently material filed for over five years prior to the date of removal. Removed materials will promptly be returned to the faculty member.
 - 3. Material expressly excluded from these provisions shall include: employment data, such as verification of job experience; transcripts of credits; records of certification necessary for initial salary placement and subsequent salary changes; adjustments in confidential pre-employment materials of an evaluative nature; or other legally necessary documents.

Section 3. Probationary Appointment

- A. Faculty members newly employed under the provisions of this agreement shall have the status of probationary employees for three (3) full contract years, or as may be extended as provided in this agreement. Nothing in this statement, however, precludes the President from granting continuing appointment or initiating an application for continuing appointment at any time during the three (3) year probationary period. The College or the probationary faculty member may terminate employment for any reason at any time during the probationary period.
- B. Evaluation of probationary full-time faculty will be completed as described in Article VII, Individual Annual Plans and Faculty Evaluation.
- C. By March 1 of the first and second full contract years, the administrative supervisor shall submit one of the following recommendations to the academic vice president
 - 1. Continued probationary employment
 - 2. Termination of employment
- D. If a probationary appointment is to be terminated, the faculty member shall be notified in writing no later than March 15 with a statement of reason for non-renewal, if requested. The faculty member shall be entitled to consultation with the President within five (5) work days of said notice.
- E. The grievance procedure shall not be used as a recourse in termination of employment for a probationary employee.

Section 4. Process of Attaining Continuing Appointment

- A. Continuing appointment is for the purpose of assuring academic freedom and providing job protection for faculty. The granting of continuing appointment must not be solely a reward for services performed during the probationary years but should be an expression of confidence that a faculty member is teaching and will continue to teach to the highest professional standards, as well as demonstrate professionalism in service to the College community and as a member of an academic discipline. Continuing appointment shall not be acquired automatically by length of service or as a consequence of errors or omissions on the part of the Employer.
- B. Since the primary mission of the College is teaching, faculty with instruction responsibilities must demonstrate excellent teaching. Excellent teaching encompasses mastery of the academic responsibilities set forth in Article IX. Faculty Responsibilities. Documentation of excellent classroom teaching includes but is not limited to student evaluations, peer evaluations, self-evaluations and administrative evaluations. Faculty must also show significant strength in at least one of the areas listed below in order to be awarded continuing contract.
 - 1. Service to the College: Demonstration of service to the College may include, but is not limited to, contributions to instructional programs; grant writing; student advising and contributions in student activities, and service on College committees.
 - 2. Service to the Community: Demonstration of service to the Community may include, but is not limited to, speaking engagements, serving on or advising boards, agencies, and public committees, and other public professional service appropriate to a faculty member's discipline or professional interests. Faculty members should demonstrate the appropriateness of their contributions in relation to their discipline and the mission of the College.
 - 3. Professional Activities and Contributions: Professional activities and contributions may include, but are not limited to, presentations; scholarly writings and publications; research; participation in professional societies; and artistic performance and creativity.
- C. Individual Annual Plans (IAPs) and IAP reviews during the period of probationary appointment will enable the probationary faculty member to consult with the administrative supervisor about progress toward continuing appointment.
- D. After the second full contract year, a faculty member may apply for continuing appointment, except for appointments with contingent requirements who will be eligible in accordance with said requirements.
- E. To apply for continuing appointment, the faculty member will submit to the administrative supervisor, by December 15 of the third academic year, a letter of application for continuing appointment which includes attachments that adequately document the application. Failure by the faculty member to adequately document relevant achievements and readiness for continuing appointment shall result in a negative recommendation.
- F. If a faculty member does not apply for continuing appointment by December 15, employment will be terminated at the end of the academic year.

- G. A review team consisting of two administrators chosen by the College, and two faculty members chosen by the probationary faculty member, will review the application and may request that the probationary faculty member provide additional support for the application.
- H. By February 15, the review team will submit one of the following recommendations to the academic vice president:
 - 1. Continuing status
 - 2. Termination of employment
- I. The academic vice president will review the recommendation and then provide a recommendation to the president by March 1.
- J. Following receipt of the recommendation, and by March 15, the president shall offer continuing status or terminate employment of the faculty member.

Section 5. Continuing Appointment

- A. After the satisfactory completion of the probationary period as determined by the continuing appointment process, the faculty member shall be granted a continuing appointment which shall be in effect for an indefinite period and shall be terminated due only for just cause, or for physical or mental incapacity consistent with disability rights, retirement or for provisions of Sections 6, 7, 8, 9 or 10.

Section 6. Notice

- A. Every effort shall be made by a faculty member to notify the College of the decision to discontinue service at least two full semesters (summer, fall or winter) prior to the intended date of separation.

Section 7. Staff Reduction and Reappointment

- A. The College shall reassign employees' teaching duties and schedules to avoid terminating them when they have achieved prior qualification according to the criteria set forth in this provision and when vacancies for which they are qualified exist. The College's judgment will determine circumstances under which redirection of program or budget curtailment requires staff reductions. The following factors will be considered in selecting employees to be terminated: seniority and past performance, areas in which course and/or work reductions have or will be made, academic qualifications, certification requirements and work experience of employees, divisional recommendation and satisfactory progress in professional development.

It is specifically understood and agreed that less-senior employees may be retained or re-appointed where such less-senior employees have better qualifications, experience, abilities, versatility, or past performance.

Section 8. Notice of Termination of Employment

- A. Notice of termination shall be given in writing on or before October 15th for the next contract year as a "first alert" date due to low enrollment or April 1st when termination is due to budget constraints. The Association President shall be tendered a list of employees being terminated on the same date the notices are issued to affected employees.

- B. All faculty members, with continuing contract status, who are terminated in accordance with provisions of Section 7 above shall receive severance allowance equal to 25% of their last annual contracted salary amount payable June 30 of the current fiscal year, or following the close of the current fiscal year, at the employee's option.
- C. Individuals who have been terminated from employment with the College may apply for, and will receive consideration for, a position with the College for which they are qualified if such a position becomes available. A former faculty member who is rehired within five (5) years to a position in the bargaining unit and the same discipline as the former assignment, will be given full credit on the salary scale for previous service and will not be required to serve an additional probationary period. All other rehires may be subject to a probationary appointment under Article IV, Section 3.
- D. An individual rehired within five (5) years shall be required to repay any severance allowance received under sub-section A, above. The payment may be made in a lump sum at the time of reemployment, or may be satisfied by payroll deductions over a period of five (5) years. A faculty member who is released due to staff reduction before full repayment, shall only be entitled to return of the amounts repaid, in lieu of any further payment under Subsection B, above.

Section 9. Failure to perform

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

Section 10. Discipline

- A. All discipline shall be for just cause. Disciplinary action shall generally follow the pattern of warning, reprimand, suspension, dismissal. This pattern may be altered when the circumstances of the particular situation warrant.
- B. The President may place a faculty member on leave pending investigation when it is in the best interests of the faculty member and/or the College. The leave shall be with pay, unless the College determines that suspension or dismissal is warranted.
- C. The faculty member shall be entitled to notice of the concern and an opportunity to respond before any discipline is issued.
- D. If dismissal is to be recommended, the following procedure applies:
 - 1. The President shall provide the faculty member with a written notice of charges for which dismissal is recommended. The notice will also set forth a hearing date with the Board.
 - 2. The faculty member shall have an opportunity to respond to the President prior to the hearing date.

3. The Board shall hear the case. Faculty members may be heard in their own defense or by counsel.
 4. Following the hearing, the Board shall recommend to the President the action to be taken.
 5. The President shall implement the recommendation of the Board, providing written notification to the faculty member.
- E. The due process procedures in Subsection D above shall constitute the sole remedy in case of dismissal and shall not otherwise be subject to grievance procedures as outlined in Article VIII of the Agreement.
- F. Faculty members may place a statement in their personnel file responding to any discipline issued by the College.
- G. Termination of a probationary appointment is not to be considered a dismissal for the purpose of this section.

ARTICLE V: WORKING CONDITIONS

Section 1. Teaching Load

- A. The teaching load shall be 15 equated hours per semester (30 equated hours per contract year). If mutually agreed by the faculty member and the College, there can be flexibility in how the 30 equated hours per contract year are divided between the two (2) semesters.
 - 1. Lecture session equated hour for hour.
 - 2. Lab session equated hour for hour (including art studio, science laboratory and other activity oriented sessions and nursing).
- B. A draft of the subsequent contract year's schedule will be made available to all faculty by March 15. Faculty preferences for classes for both load and overload must be indicated to the administrative supervisor as follows:
 - 1. Fall semester by July 1.
 - 2. Winter semester by November 1.
 - 3. Faculty have three business days to indicate an interest in courses added to the fall schedule after July 1, or to the Winter schedule after November 1.
- C. Faculty must receive the approval from their administrative supervisor to teach a course online

Section 2. Overload

- A. Overload shall commence when the equivalent of fifteen (15) equated hours per semester is exceeded. If the faculty member and the College have mutually agreed to a teaching load that is not equally split (fifteen (15) per semester) there will be no overload payment for equated hours until teaching load exceeds thirty (30) equated hours in a contract year.
- B. Full-time faculty shall be offered the opportunity to teach classes at an overload pay rate prior to offering such classes to adjunct faculty. The load shall not exceed twenty (20) equated hours without mutual agreement of the faculty member and administrative supervisor.
- C. The administrative supervisor has the right to refuse to offer overload courses to a faculty member whose low performance has been documented.
- D. The compensated instructional overload per semester shall not be applicable in the calculation of the yearly accountable load.

Section 3. Preparation Loads

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

Section 4. Low Enrollment Courses

- A. In some cases, it may be necessary to offer and teach classes that will have low enrollments. Classes of three (3) to nine (9) students may be assigned and taught within State requirements for contact hours at a "low enrollment rate" determined as follows:

Number of Students	Percent of Base Pay
3	65%
4	70%
5	75%
6	80%
7	85%
8	90%
9	95%

- B. Implementation of the provisions for low enrollment classes shall be subject to the following conditions:

1. When a faculty member's load contains a total of fifteen (15) or more regular, equated, and low enrollment hours, no additional low enrollment classes will be assigned without the faculty member's permission.
2. Not more than two low enrollment classes may be assigned per semester without the faculty member's permission.
3. Low enrollment course assignments shall be made no later than one working day before classes begin and, when required under this paragraph, the faculty member's permission to assign a low enrollment class shall be obtained in writing on or before that date.

- C. Courses that have restricted enrollment of 11 or fewer due to federal, state, College, or accreditation restrictions will be calculated at full enrollment.

Section 5. Independent Study

- A. Independent Study assignments must be approved by the administrative supervisor and agreed to by the faculty member.
- B. Independent Study assignments are not calculated in the semester work load.

Section 6. Course by Arrangement

- A. Any Course by Arrangement assignment must be approved by the administrative supervisor and agreed to by the faculty member.
- B. Course by Arrangement assignments are not calculated in the semester work load.

Section 7. Supervision of Internships

- A. Any internship assignment must be approved by the administrative supervisor and the faculty member.
- B. Internship assignments are calculated within the semester work load.

Section 8. Combined Courses

- A. When two or more courses or parts of courses are combined to be taught by a faculty member, the guidelines shall be as follows:
 - 1. Two or more laboratory sections may be combined by being offered at the same time and the combination will be equated as one section.
 - 2. When two or more laboratory sections are combined and one of the sections is longer than the other, the faculty member will be paid at the equated hour value for the longest of the sections involved.
 - 3. Courses with significantly different content cannot be combined without mutual agreement between the faculty member and the administrative supervisor.

Section 9. High School Courses

- A. Full-time faculty will not be assigned to teach a high school class without the faculty member's express consent, with prior knowledge of whether the course will operate on the high school's or College's calendar.

Section 10. Class Size

- A. Face to face course size shall be determined by the College in consultation with the appropriate division. However, lab enrollments shall be limited to fixed station capacities unless adjusted by mutual consent between the appropriate administrative supervisor and the faculty member.
- B. Online and hybrid class sizes will follow face-to-face maximums, except no online course will exceed 25 students, and no hybrid course will exceed 30 students, unless mutually agreed upon by the faculty member and administrative supervisor.

Section 11. Contract Year/Professional Development Days

- A. The contract year begins with Kick-Off Week in the Fall semester and ends the first work day following commencement.
- B. Professional Development Days (such as kick-off and in-service) will be limited to seven (7) days within the contract year.
- C. The agenda for the Professional Development Days shall be jointly developed by Faculty and Administration.

Section 12. Academic Calendar

- A. The academic calendar shall include the entire period from the beginning of one Fall semester to the beginning of the subsequent Fall semester, including holiday breaks, intersessions, and summer sessions.
- B. The academic calendar will be created based on the following parameters:
 - 1. The Fall semester will consist of seventy-five (75) work days and will always end on a Friday. The last possible date is December 21st.
 - 2. The Winter semester will consist of seventy-five (75) work days and will always end on a Friday. The last possible date is May 6th.
 - 3. The Summer semester will consist of eight weeks beginning on the first Monday on or after June 1st.
 - 4. A designated spring break will be included in the Winter semester, consisting of five consecutive work days.
 - 5. Grades will be due no later than 11:59 P.M. eastern standard time on the first Monday after the last day of classes.
- C. The academic calendar parameters apply to any given course taught by a faculty member in any location, on or off campus, unless as mutually agreed by the faculty member and administrative supervisor.
- D. The College recognizes the following holidays as non-work days for faculty:
 - 1. New Year's Day (January 1st) or the day so designated
 - 2. Thanksgiving Day, the day before and the day after
 - 3. Memorial Day
 - 4. Independence Day (July 4th) or the day so designated
 - 5. Labor Day
 - 6. Christmas Day (December 25th) or the day so designated

Section 13. Sabbatical Leave

- A. Sabbatical leave is designed to encourage faculty members to pursue special studies, investigations, research, or work experience that will contribute to their professional development and competence and render the recipients more useful to West Shore Community College. Sabbatical leave is an investment in the future of higher education and is granted with the understanding that research, rejuvenation and reflection serve the aims of West Shore Community College and are beneficial for both the faculty member and the College.
- B. A member of the faculty shall become eligible for sabbatical leave after a continuous full-time service of a minimum of six (6) regular contract years.
- C. A recipient of a sabbatical leave shall become eligible for a subsequent sabbatical leave only after fulfilling the above requirements again, with time of service being calculated from the date of their return to their duties at West Shore Community College.
- D. The duration of a sabbatical leave granted to an individual shall not be used to determine eligibility for application for a subsequent leave.

- E. Sabbatical leaves may be granted for periods of one or two semesters but shall in no case exceed the period of time for which the applicant is appointed. Under special circumstances, determined by the needs of the applicant and the interest of West Shore Community College, a sabbatical leave of two nonconsecutive semesters may be granted, insofar as the total period of time on leave does not exceed the period of time for which the applicant is regularly appointed.
- F. The faculty member shall receive 100% of his/her base pay for a one-semester sabbatical leave. The faculty member shall receive at least 66 2/3% and up to 100% of his/her base pay during the sabbatical leave based on the value of the sabbatical leave to the College and the financial need of the faculty member for a two semester sabbatical. The recommendation on the amount of the reimbursement shall be made by Committee, subject to approval by the Board of Trustees. The faculty member may decline the sabbatical if dissatisfied with the level of salary support.
- G. Faculty members desiring to purchase service credit for sabbatical leave must comply with guidelines set forth by the Michigan Public School Employees Retirement System (MPERS) or the Optional Retirement Program (ORP).
- H. Sabbatical leave shall be considered as full-time service to West Shore Community College for the purpose of computing length of service and for consideration for salary increments, promotions and assignments, sick leave, insurance, retirement, and other benefits accruing to full-time service for which the faculty member would normally be eligible if not on approved leave.
- I. No more than three semesters of sabbatical leave total may be granted during any given contract year. Except in extenuating circumstances, no more than two (2) leaves can be given in a single semester.
- J. Applicants requesting sabbatical leave shall submit their requests by September 30 of the year preceding the academic year for which the leave is requested.
- K. Applicants will submit to the College President, with a copy furnished to the administrative supervisor, a request for sabbatical leave using the minimum criteria listed:
 - 1. A statement of the value of the leave to the applicant.
 - 2. A statement of the value of the leave to the College.
 - 3. A statement of purpose of the leave including objectives to be achieved.
 - 4. A statement of actions which will be taken to accomplish each objective of the leave.
 - 5. A timetable or statement of intention identifying key dates as to when actions will most likely be completed and objectives achieved.
 - 6. A method of evaluating the degree of success achieved during the leave.
- L. The Sabbatical Leave Committee will inform each applicant of the status of the application not later than October 31. The committee may request additional or supplemental information from the applicants in order to evaluate the merits of the requests. The committee will consider the following points in the approval process:
 - 1. The extent to which a leave could have an impact on the quality of the faculty member's instruction or service to the College and the College community.

2. The extent to which plans submitted for use of time while on leave are definitive and educationally beneficial.
 3. The duration and record of service of the applicant.
 4. College and departmental needs.
 5. Reasonable and equitable distribution of leaves across the College organizational structure.
- M. Faculty members may apply for leave without firm commitments of acceptances for study, travel or other arrangements where sabbatical will be spent. However, firm plans will be filed two months prior to the start of the sabbatical.
- N. If either semester remains open for the succeeding academic year, faculty members will be notified by November 15, and may submit a request for a semester sabbatical no later than December 15. Notification on the status of the applications will be provided no later than January 31.
- O. Failure of the Board of Trustees to act favorably on a request for sabbatical leave shall nullify the application for that leave
- P. Eligible faculty members whose applications are not approved may submit a new application for future consideration.
- Q. During the leave period, compensation shall be paid at the designated rate of the base salary less 50% of any amount beyond full base salary earned through employment or scholarship grants associated with the sabbatical. Faculty members are not precluded from earning an amount greater than their WSCC base salary.
- R. Any qualified employee who files an application for a sabbatical leave shall, at the same time, file a statement of intention to remain in the employment of the College for at least one year following a one-semester leave or at least two years following a two-semester leave, unless prevented by ill health or other conditions over which the faculty member has no control. In the event of failure to return to service at the College as described above, the faculty member will reimburse the College for all compensation received from the College while on leave.
- S. Sabbatical leave may be terminated prior to the sabbatical expiration date only upon mutual agreement between the recipient and West Shore Community College.
- T. A recipient of a sabbatical leave shall, within six (6) months of his/her return to West Shore Community College, provide a formal presentation to the College. This presentation may take any one of several forms, e.g., written report, recital, seminar, lecture, performance, exhibit. A copy of this presentation shall be archived in the College Library for subsequent review.
- U. Sabbatical Leave Committee: The committee shall consist of six (6) members as follows:
1. The College President shall act as chairperson and ex officio member.
 2. Three members will be selected by the Association and should represent diverse disciplines.
 3. Two academic administrators will also serve on the committee.

4. No member on the Sabbatical Leave Committee may serve while at the same time applying for sabbatical leave.
5. A recommendation of faculty to receive sabbatical leave must be by majority vote of the Sabbatical Leave Committee.

Section 14. Sick Leave

- A. Faculty members, upon accepting a contractual position within the College, shall be entitled to five days of sick leave. Additional sick leave shall accumulate to a total of ninety (90) days at the rate of one day for each month beginning the sixth month of service. No more than nine (9) days shall accrue in a fiscal year.
- B. When a faculty member is unable to perform duties on campus due to illness or injury, accrued sick leave shall be applied in four (4) hour increments if the faculty member does not work an entire morning or an entire afternoon, and in 8-hour increments if the faculty member is absent for the entire day, provided the faculty member has classes, meetings, or scheduled office hours during that time period. If a faculty member is gone for an entire week, forty (40) hours will be deducted from the member's accrued sick leave.

Section 15. Bereavement Leave

- A. Upon proper notice to the administrative supervisor, a faculty member shall be entitled to three (3) days of leave of absence without loss of salary for the death of any member of their immediate family. The immediate family shall include the faculty member and spouse, and their parents, grandparents, siblings, children and grandchildren, and other persons under special circumstances with administrative supervisor approval. Additional bereavement leave, not to exceed five (5) days may be granted by administration and will be deducted from the faculty member's accumulated sick leave account.

Section 16. Personal Business Leave

- A. Full-time faculty shall be granted up to three (3) days per contract year for purposes of personal business.
- B. Personal Leave days shall not carry over from one year to another. The use of personal days must be taken in either 4-hour or 8-hour increments. If a faculty member is away from campus the entire day, 8 hours of personal time will be taken. The time for such absences shall be subject to supervisory approval.

Section 17. Leaves of Absence, Other Than Sabbatical

- A. Leave of absence, without pay or benefits, may be granted to faculty members by the Board upon the recommendation of the President. Such leaves shall not exceed one year in duration. Initial application for leave of absence shall be made to the faculty member's administrative supervisor. While on leave, no advancement on the salary schedule will be granted.

Section 18. Extended Time Assignments

- A. Faculty members shall not be required to teach more than one course starting at or after 5:00 p.m. or on weekends in any given semester, except as permitted in Subsection C below or by mutual agreement.
- B. Faculty members shall not be required to teach weekend courses in successive semesters, except as permitted in Subsection C below or by mutual agreement.
- C. In the event that a faculty member cannot otherwise be assigned a full teaching load, the extended time assignment restrictions are void.
- D. In the event that a faculty member is assigned to teach on both Saturday and Sunday in a given weekend, the administrative supervisor will ensure the faculty member has one full day in the subsequent five (5) free from any college assigned duties unless mutually agreed upon by the faculty member and administrative supervisor.

Section 19. Mileage Travel Allowance

- A. Faculty members using their personal vehicles for approved College business shall be compensated at an amount equal to the rate approved by the Internal Revenue Service for reimbursement of business mileage, unless a college owned vehicle is available in which case the General Services Administration turndown rate would apply. In driving to off-campus teaching assignments, no mileage payment will be due if the distance to the teaching station from the faculty member's house is less than the distance to the campus. Mileage beyond the distance to the campus will be paid.

Section 20. Semester Work Load Sheet

- A. It shall be the responsibility of each faculty member to sign their semester work load sheet at the office of the administrative supervisor during the third week of each semester.

Section 21. Librarians

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

Section 22. Association Days

- A. The West Shore Community College Faculty Association Executive Board members and committee chairs will be permitted a combined total of five (5) days of released time from school responsibilities to transact official Association business without loss of salary or other benefits. These days shall be granted at the request of the Association President if the administrative supervisor is notified in writing a minimum of three (3) days in advance. Said notification will include alternate arrangements made to cover contractual duties while absent.

Section 23. Environmental Quality

- A. The College will continually meet or exceed state and federal environmental regulations to provide student, faculty, and staff with positive working and learning conditions.

ARTICLE VI: PROFESSIONAL COMPENSATION

Section 1. Compensation

- A. Faculty will be compensated over twenty-six pay periods.

Section 2. Overload Pay and Other Instructional Compensation

- A. Compensation for overload shall be \$1,000 per equated contact hour. Instructional loads shall be limited by available sections and authorization of the administrative supervisor
- B. Overloads and other instructional compensation will be paid on the payday nearest the mid-point of the semester in which the work occurs. Any hours for which overload compensation is received in the fall semester will not be counted in the annual thirty (30) hours maximum load requirement calculated in the winter semester.
- C. Teaching and overload equated hours will be subject to the provisions contained in Article V. Section 2.
- D. Independent Study - \$225 per contact hour.
- E. Course by Arrangement - \$200 per contact hour.
- F. Supervision of Internships – $\frac{1}{4}$ hour per three (3) credit internship will be added to the faculty load.

Section 3. Division Chair Compensation

- A. Division chairs will be compensated at \$1,000 per equated hour with a base load of 2 equated hours per each Fall and Spring semester, plus additional equated hours per semester according to the number of adjunct faculty supervised, as follows:
 - 1. 1 additional hour for 1-10 adjunct faculty
 - 2. 1.5 additional hours for 11-19 adjunct faculty
 - 3. 2 additional hours for 20 or more adjunct faculty
- B. Division chairs may take release time, up to the equivalent of one course per semester, in lieu of monetary compensation.
- C. Division chair compensation will be paid in the pay period that includes the last day of the semester.
- D. Division chair compensation, whether pay or release time, will be counted as part of total workload and if results in overload is subject to the provisions contained in Article V Section 7b.

Section 4. Summer Term Contracts

- A. The summer term schedule will be available to all faculty by the first of December. It will be set-up in collaboration with the administrative supervisor and faculty.
- B. Faculty will submit a request to teach in the summer term by the fifteenth of January.

- C. The Association will be notified of any modifications to the summer schedule after January 15, so that faculty may submit a request to teach any added courses.
- D. Faculty members teaching summer courses with ten (10) or more students will be compensated at rate of 1/55 of their academic year's contractual salary per equated contact hour, or \$1,000 per equated contact hour, whichever is greater.
- E. Courses with fewer than ten (10) students may be taught by the scheduled faculty member using the established "low enrollment" rate.
- F. Official enrollment for the purpose of determining if a course is to be taught on a low enrollment basis shall be the larger of:
 - 1. The enrollment on the last working day before classes start or;
 - 2. The enrollment on the count date defined in the current State Aid Act.
- G. Courses with a minimum of ten (10) students enrolled on the first day the class meets will not be canceled.
- H. When two or more faculty members indicate interest in teaching the same course or courses in the summer term, preference will be given in course load assignment as follows: Faculty members whose academic year instructional load includes the same course, courses, or courses within the same sequence as a summer term offering shall be given the highest priority. Otherwise, faculty members with the most qualifications at West Shore Community College will be given preference but this does not guarantee a full-time faculty member is given preference over an adjunct faculty member.
- I. Full-time faculty members may teach up to ten (10) equated contact hours of summer load provided that they meet the requirements established in Subsection H and enough courses are scheduled. The College has the right to set load limits beyond ten (10) equated contact hours.
- J. Announcement of canceled courses shall not be the responsibility of the scheduled faculty member.
- K. Summer pay shall be disbursed in equal installments commencing no later than two and one-half weeks following the official count date and continuing through the regular payday following completion of the course. The pay schedule for courses of less than six weeks duration will be included in the individual course contract made with the faculty member.

Section 5. Salary Guide for Full-Time Faculty

- A. An equitable professional salary shall be determined for each of the following professional pay levels:
 - Pay Level I - BA or Vocational Certificate
 - Pay Level II - BA and Vocational Certificate
 - Pay Level III - MA
 - MBA = MA

- Pay Level IV - MA + 15 semester hours
- Pay Level V - MA + 30 semester hours
 - or- MFA
 - MFA = MA + 30 semester hours
- Pay Level VI - MA + 45 semester hours
- Pay Level VII - MA + 60 semester hours
 - or- MA + MFA
- Pay Level VIII - All doctoral-level programs; Ph.D.

- B. The negotiated professional salaries shall be posted in Appendix B.
- C. Upon the renewal of their term appointments, faculty members shall be compensated as determined by the faculty salary grid (Appendix B).

Section 6. Longevity

- A. Faculty members will be eligible for a longevity bonus, payable on the first regular pay period after the end of the winter semester, based on the following scale:
 - 3% of current base salary after 15 years of service with the College
 - 4% of current base salary after 20 years of service with the College
 - 5% of current base salary after 25 years of service with the College

These longevity bonuses are not cumulative and are not considered part of the base salary.

Section 7. Insurance Benefits

- A. Long Term Disability: Long term disability benefits shall be maintained at not less than the current College benefits levels.
- B. Short Term Disability: Short term disability shall be maintained at not less than the current College benefits levels.
- C. Life Insurance: All full-time faculty excluding semester appointments shall be provided term life insurance in an amount equal to the nearest thousand dollars of their salary. Spouses shall be covered for two thousand (2000) dollars; dependents for one thousand (1000) dollars; dependents aged six (6) months and under for one hundred (100) dollars.
- D. Medical Benefit Plan: The College shall provide a medical benefit plan for all members of the bargaining unit and their eligible dependents. At least one medical benefit plan option offered by the College will be comparable in benefits to an option in place as of the effective date of this contract, as mutually determined by the College and the Association.

The College reserves the right to modify the medical benefit plan offered in the event that it would be subject to a penalty, tax, fine or increased costs as a result of the Affordable Care Act and associated regulations or any subsequently enacted state or federal legislation affecting health care.

- 1. All faculty members electing medical benefit plan coverage will have annual coverage costs deducted in equal amounts from their bi-weekly pay checks. The bi-weekly

payroll deduction dollar amount will be set annually and adjusted on January 1, in accordance with the requirements of PA 152 (MCL 15.561 et seq.). So long as the College uses the "hard cap" in reference to PA 152, it will contribute the full hard cap amount to insurance premiums for faculty. If those premium costs are less than the hard cap, the College will contribute the difference to the respective faculty member's HSA.

2. All faculty members not electing to participate in the medical benefit plan shall receive cash in lieu payments in their paychecks in accordance with the College flexible benefits plan.
- E. **Dental/Vision Benefits:** Dental and vision benefits shall be maintained at not less than the current College benefit levels for the term of this contract. Effective January 1, 2018 dental benefits will increase to \$1,100 annually per covered life and vision benefits will increase to \$500 biennially per covered life.
- F. **Disability and Sick Leave:** In the event a faculty member is disabled through injury or illness covered by Worker's Disability Compensation, sick leave shall not be reduced.
- G. **Coverage Duration:** The Board shall make payment of insurance premiums for all faculty on continuing contract to insure coverage for the full twelve-month period of the academic calendar. Benefits will terminate at the end of May for faculty not returning the next contract year.
- H. **Survivor Benefit:** In the event of the death of a faculty member, the College shall continue dependent benefits for six (6) months.
- I. **Insurance Carrier:** The College shall have the right to select and change insurance carriers for the above coverages.

Section 8. Other Benefits

- A. **Tuition Remission:** Tuition and student service fees exemption for faculty member, spouse, or a dependent of a faculty member.
- B. **Facility Use:** Faculty members and dependents shall have free use of athletic facilities in the Recreation Center, including the Wellness Center (subject to the rules and regulations of the Wellness Center), at any time it is open, except when such use interferes with class, Health Club, or other scheduled activities.
- C. **Membership/Dues:** Faculty members will remain in contact with the mainstream of their academic or technical fields by means such as conferences, course work, workshops, journals, etc. Toward this end the College will pay membership/dues in professional associations with the appropriate discipline in an amount not to exceed \$250 per year
- D. **Retirement Benefits:** Full-time faculty have the option of either participating in the MI Public Schools Employees Retirement System or the Optional Retirement Program to which the faculty member will contribute at least 4% of earnings and the College at least 11%.

Section 9. Wellness Program

- A. Faculty members shall be eligible to participate in the College's Employee Wellness Program.

ARTICLE VII: INDIVIDUAL ANNUAL PLANS AND FACULTY EVALUATIONS

Section 1. Individual Annual Plans

- A. Faculty members will develop and pursue, with the approval of the administrative supervisor, Individual Annual Plans (IAP). Plans shall be aimed at carrying out responsibilities of faculty members (see Article IX) and may include plans for sustaining competency, increasing disciplinary proficiency, researching, and implementing new practices in teaching and learning, strengthening technological skills, broadening areas of workplace competency, and/or College service. The focus of IAPs will vary from year to year and faculty member to faculty member, reflecting the expertise, needs, interests, and responsibilities of each individual faculty member.
- B. Unless as mutually agreed, IAPs will be submitted by October 1 and will include:
 - 1. An outline (or narrative) of professional goals corresponding to the categories in Article IX, Section 1 Faculty Responsibilities, and as appropriate for the next year:
 - Teaching and Learning
 - Professional Development
 - Service
 - General & Administrative
 - 2. Methods to accomplish the goals, dates where available for conferences, course work, workshops, etc.
 - 3. Plans for meeting any recommendations noted by the faculty member, peer evaluations, or by the administrative supervisor in the prior evaluation.

Section 2. Faculty Evaluation

- A. The performance appraisal period shall coincide with the contract year.
- B. Faculty with Probationary Status: It is assumed at the time of initial employment that faculty members are already competent in their discipline(s). The period of probationary employment shall be used for the purpose of testing that assumption. Thus evaluations during the period of probationary employment should note areas (if any) where the probationary faculty member needs improvement before achieving continuing appointment status.
- C. Faculty with Continuing Status: The granting of a continuing appointment acknowledges professional competence in the assigned disciplines(s). Evaluations shall be for the purpose of assessing the effectiveness of that faculty member's activities aimed at enhancing competence.

Section 3. Evaluation Components

- A. Teaching Appraisal during Probationary Appointment
 - 1. Courses and modalities to be observed are determined by the administrative supervisor in consultation with the probationary faculty member.
 - 2. For the first contract year, faculty on probationary status will be observed by the administrative supervisor each semester.
 - 3. For the second and third years, faculty on probationary status will be observed one semester by the administrative supervisor and one semester by at least one peer

evaluator. Probationary faculty will be encouraged to participate in teaching-learning circles.

B. Teaching Appraisal following Continuing Appointment

1. By October 1, faculty will notify their administrative supervisor which option listed below they elect for the contract year.
 - a. **Option 1.** The Administrative Supervisor will observe a minimum of one course each contract year.
 - b. **Option 2.** Faculty will participate in teaching-learning circles that explore pedagogy, for continuous growth. These circles, involving two or more faculty approved by the administrative supervisor, will include discussions and at least one peer observation in any modality, rotating modalities at least every two years, if applicable. Teaching-learning circles will generally stand in lieu of class observations by the supervisor, although the supervisor may observe classes.

C. IAP Review

At the end of the contract year, faculty will complete an IAP Review. The Review identifies strengths, challenges, changes, and growth experienced in completing the work of the IAP. The IAP Review will include:

1. For those faculty who participated in one, an analysis of the perceived impact of the teaching-learning circle and reflections on being observed by and observing peers (Teaching Appraisal Option 2).
2. An analysis of student evaluations and faculty reflections regarding the students' assessment and comments.

D. Student Evaluations

1. All courses taught by faculty on probationary appointment will be evaluated by students each semester of the contract year.
2. A minimum of two courses taught by faculty with continuing appointment will be evaluated by students each semester of the contract year.
3. The goal of course selection will be to rotate courses and modalities, so that all courses and modalities are evaluated at least every few years.
4. Student evaluation results will go to the faculty member as well as the administrative supervisor and will be included as part of the faculty evaluation.
5. The current student evaluation form will remain in use, unless changes are mutually agreed upon by the College and the Association.

E. Annual Evaluation Conference and Subsequent Documentation

1. Faculty will submit the IAP Review to their administrative supervisor at least one full day prior to the conference.
2. Between March 15 and the end of each contract year, or as mutually agreed, the administrative supervisor will conference with each faculty member to assess the faculty member's performance regarding the achievements and accomplishments of the year and any areas that may merit attention in the future.
3. Following the conference, the administrative supervisor will complete a faculty appraisal form and will send a copy within five working days to the faculty member who will sign and return a copy. A copy of the appraisal form will be

placed in the personnel file in the Human Resources Office. Performance shall be evaluated as one of the following:

- a. Satisfactory
 - b. Satisfactory with improvement needed
 - c. Unsatisfactory
4. If the appraisal is either Satisfactory with improvement needed or Unsatisfactory, then the appraisal summary will identify the specific improvements that are necessary, how they will be measured and documented, and a timeframe for achieving them.
 5. All faculty members will have five (5) working days from receipt of the faculty appraisal form to write a response to the appraisal or any part of the appraisal and have this written document filed in their personnel file in the Human Resources Office.

Section 4. Column Movement Resulting from Professional Development

- A. To be considered for movement from one column to another on the salary guide, all course work or other work attained through professional or industrial training programs must be directly relevant to the faculty member's teaching discipline or which expands the faculty member's ability to teach other disciplines offered at WSCC, and a part of an approved IAP.
- B. By April 1, all faculty members who expect to qualify for a pay column change the following contract year shall file a written notice of such expectation with their administrative supervisor. This step shall be a prerequisite to exercising the procedures outlined below.
- A. To qualify for column change, documentation must be presented to the faculty member's administrative supervisor as follows:
 1. Official transcript describing the course work involved;
 - or**
 2. Documentation indicating the completion of professional development plan involving experience activities. Such documentation shall be mutually agreed upon as part of the plan.
- B. Hours will be calculated as follows: The total number of directly relevant graduate hours, less 30 = total used for column determination beyond Column III.
- C. Adjustments to the base salary shall be made commencing the semester following the presentation of documents above.

ARTICLE VIII: GRIEVANCE PROVISIONS

Section 1. Grievance Procedures

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

Step I. Earnest efforts shall be made to settle verbally and informally such complaints and disputes between the grievant(s) and the administrative supervisor.

Step II. If informal agreement is not reached, the grievance shall be reduced to writing and filed with the appropriate Vice President by the grievant(s) within fifteen (15) work days following the occurrence of the event or action giving rise to the grievance.

At any conference called under this provision, the grievant(s) may be accompanied by an Association representative, and the Vice President may be accompanied by another administrator.

Following receipt of a written grievance, the Vice President will, within five (5) work days, communicate a decision in writing to the grievant(s).

Step III. If the grievance is not resolved at Step II, the grievant(s) must file an intent to appeal with the Executive Secretary of the College President within five (5) work days following the receipt of the Vice President's reply.

The grievant(s) and the Vice President must provide a written presentation of facts to the President within seven (7) work days from the appeal notice date. The President will schedule a conference on the matter at a time and location that is mutually agreed to by all parties involved (grievant(s), Association Grievance Committee, administrative supervisor, Vice President). The President shall communicate a decision in writing to the aforementioned parties within five (5) work days after the conference.

Step IV. If the grievance is not resolved at Step III, the grievant(s) must file an intent to appeal the President's final decision to the Board with the Executive Secretary within ten (10) work days following receipt of the President's final decision. The written grievance together with the complete written case history shall be presented at the first regular Board meeting following the decision to appeal provided the regular meeting is scheduled within ten (10) work days; otherwise, a special Board meeting shall be called. The Board shall render its decision based upon the written case history. Parties to the grievance shall be present to respond to questions asked by the Board. The Board decision shall be communicated in writing to the aggrieved faculty member and to the Association within fifteen (15) work days after the presentation of the written grievance.

Step V. Should the Board decision prove unacceptable, the grievance shall be submitted by the Association within ten (10) work days to the President's office to begin the process of finding an impartial arbitrator. Appeal at this level shall require the

consent of the Association, as provided for by the Bylaws of the Association. If the parties cannot agree upon an arbitrator, one shall be selected from a panel submitted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. The opinion of the arbitrator shall be confined to the sole question of whether or not there has been a violation, misinterpretation, or misapplication of the provisions of the contract in effect at the time of the alleged grievance. The arbitrator shall give no opinion with respect to any matter left by agreement or by law to the discretion of the College. The arbitrator's award shall become final and binding on the grievant, the Association, and the College. The fees and expenses of the arbitrator shall be borne by the party against whom judgment is awarded.

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

ARTICLE IX: FACULTY RESPONSIBILITIES

Section 1. Faculty Members Functions and Responsibilities

A. Faculty responsibilities fall into overlapping categories of Teaching and Learning, Professional Development, Service, and General and Administrative.

1. Teaching and Learning

- a. Faculty members teach assigned classes in accordance with this contract.
- b. Faculty will be responsible for the organization and content of all courses assigned in their instructional load.
- c. Faculty will be responsible for creating and updating effective learning environments in each of their teaching modalities.
- d. The College will provide a learning management system (LMS) platform for every course. Faculty are to use the LMS platform at least as repositories for course syllabi, pertinent instructional resources, timely posting of grades, and, if and when the College establishes an early alert system, attendance.
- e. Faculty will teach in alignment with approved course description and course outcomes.
- f. Faculty will assist in the planning of academic programs and courses.
- g. Faculty members at their own initiative, as part of the IAP process, or by mutual consent with their division chair or administrative supervisor will engage in other types of activities in order to shape their courses and programs, based on their expertise, preferences, and disciplinary or divisional needs.

2. Professional Development

- a. Faculty will maintain current knowledge of their subject areas and will remain current with instructional methods appropriate to modalities in which they teach.
- b. To assist faculty with professional development, the College will continue to provide funds, workshops, and other training.

3. Service

- a. Faculty are expected to maintain two service commitments each contract year. Such commitments may include work on teams, councils, ad hoc committees, advising, and other work groups at the institutional, divisional, and discipline levels. Faculty with probationary status will make no more than two service commitments. Exceptions may be initiated by the probationary faculty member with approval of the administrative supervisor. Continuing faculty may make more than two commitments only by mutual consent between the faculty member and the administrative supervisor.
- b. Faculty will indicate their preference for two service commitments in their individual annual plans. By October 1, the administrative supervisor will confirm service commitments based upon faculty interests and institutional needs.
- c. Faculty may engage in assisting with registration and orientation and other activities.

4. General & Administrative

- a. Faculty will meet professional standards of civility in interactions and communications with students, peers, administrative and support staff, and the community at large. Faculty will be consistent, organized, flexible and fair in dealing with these individuals and groups.
- b. Faculty will fulfill routine duties and responsibilities, such as filing progress reports, grade reports, book orders, equipment orders, and attendance reports as necessary for the operation of their divisions and the College.
- c. Faculty will collaborate with administration, other faculty, and staff in the formulation and implementation of planning, curricular review, assessment, and budgeting. This may include College, division, and program/discipline planning; curricular and co-curricular review and revision; assessment at the institutional (including core abilities), divisional, and program/course levels; operational, capital equipment, and technology budgeting; arranging off site schedules for students; and contributing to the support of adjunct faculty who teach in their discipline.
- d. Faculty will file a current and complete electronic syllabus by the start of the second week each semester a course is taught with the appropriate administrative supervisor. The administrative supervisor will collaborate with the faculty to identify and implement the syllabi components that should be included, in alignment with best practices.
- e. Faculty will attend commencement, as stipulated in Board policy. Regular attendance is expected at institutional, team, divisional, and faculty meetings during the contract year.
- f. Faculty will self-manage a work week to insure they are carrying out designated responsibilities including teaching assignments, reasonable accessibility to students via multiple modalities (e.g., in-person, phone, or email), service assignments, office hours (on campus or online) and sustaining a campus presence separate from teaching hours.
- g. If the College has reasonable grounds to believe a faculty member is not working sufficient hours to perform the duties described in this section, the College shall have the right to detailed, written outlines of the member's schedule. Thereafter, if a faculty member does not maintain a sufficient schedule to perform said duties, the College shall have the right to require the member to adhere to a specified forty (40) hour per week on campus work schedule.

5. Alternative Assignment

Faculty may accept from the President, or designated representative, other assigned duties that are closely tied to their primary assignments or interests. Upon the agreement of the faculty member and the administration, when the additional assigned duties require significant time or effort beyond the normal expectations for faculty, additional compensation or release from teaching credits will be allotted by mutual agreement.

Section 2. Division Chair Responsibilities

- A. Division Chairs assume the responsibility for coordinating the academic activity of their divisions, including the appropriate delegation of divisional responsibilities among divisional faculty in accordance with academic discipline or other relevant expertise. Accordingly, division chairs will:
 1. Division Leadership

- a. develop collaborative relationships both within the division and among divisions,
- b. promote intra- and inter- divisional communications,
- c. oversee curricular integrity,
- d. recommend an effective balance of instructional delivery modes (face-to-face, hybrid, and online).
- e. recommend faculty assignments appropriate to their skills, and
- f. delegate as appropriate the recruitment, mentorship, and evaluation of adjunct faculty to division faculty.

2. Personnel Leadership

- a. recommend instructional workloads for full-time and adjunct faculty in accordance with other provisions in this instructional agreement and that maximize curricular integrity and student access,
- b. recommend the hiring of adjunct faculty and oversee and participate in their recruitment, mentoring, and evaluation, and,
- c. oversee the effective operation of courses taught by adjunct faculty, including text book orders.

3. Administrative Leadership

- a. recommend credit course schedules throughout the academic calendar in collaboration with other chairs and the administrative supervisor,
- b. participate in the development and implementation of divisional operating budgets and the capital equipment and technology budget processes, and,
- c. receive student complaints and appeals for courses within the division.

Section 3. Division Chair Selection, Term of Service, and Evaluation

- A. In any case of a division chair vacancy, after consultation with all full-time faculty members of a division, the administrative supervisor shall select one member of the division to serve as chair. The following procedures will mark the tenure of chairs.
- B. If changes to the divisional structure are anticipated, the administrative supervisor will communicate the divisional structure for the coming year by May 1 and will finalize the structure no later than July 1.
- C. The chair will serve, by mutual consent, for a three year term, renewable for an additional three year term. In extenuating circumstances a chair who has already served the maximum six years as chair may be asked to additionally serve on an interim, single year basis.
- D. By the end of May of each year, a chair's performance will be evaluated as satisfactory or unsatisfactory by the administrative supervisor. Such evaluation will include the chair's self-evaluation and/or a report of divisional progress. Chairs who receive unsatisfactory evaluations may be removed from service as of the last pay period of any given academic year, even if it is prior to the expiration of a term.
- E. In such cases as early termination of a chair's appointment, the chair's administrative supervisor shall select an interim chair to serve for the remainder of the term, but if no

faculty member is willing or able to serve, then the supervisor may take on the role of interim chair or make other arrangements.

- F. A chair may apply for and take sabbatical prior to the expiration of a term. In such cases, the chair's administrative supervisor shall select an interim chair, but if no faculty member is willing or able to serve, then the supervisor may take on the role of interim chair or make other arrangements.

ARTICLE X: INTELLECTUAL PROPERTY RIGHTS

Section 1. Intellectual Property

- A. The College will own Intellectual Property that is created as a “work-for-hire” and/or created through a written agreement with the faculty member providing for a transfer of copyright or ownership of Intellectual Property to the College; and/or developed with the significant use of funds or facilities administered by the College (“significant use” does not include one’s own office, library, office computer or lab space).
- B. The College owns the Intellectual Property rights to all works derived from any copyrightable works or intellectual property which the College already owns.
- C. If the College and the faculty member mutually agree to produce product(s), publication(s), or media in which the ownership would be shared, an agreement regarding royalties and use shall be reached by mutual consent between the College and the faculty member.

Section 2. Teaching Materials

- A. The College and the Association encourage sharing of individually owned faculty materials for the sake of students and learning. However, faculty members will decide when, how, and in what form their own copyrightable works will be disseminated. Where significant College resources are involved in producing a work (see above), or where there are contractual requirements, the College and the faculty author share ownership of the work and responsibility for the decisions.

ARTICLE XI: OTHER PROVISIONS

Section 1. The Agreement and the Law

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

Section 2. Waiver Procedures

- A. A faculty member may waive any provision of this contract with written consent of the Association Negotiation Committee.

Section 3. Duration

- A. This Agreement shall become effective as of August 23, 2017 and shall remain in full force and effect until the first working day following commencement of the 2019-2020 academic year, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least ninety (90) calendar days prior to the expiration date of this Agreement of that party's intention to amend, modify or terminate this Agreement. Nothing in this contract shall be construed as a continuation of fringe benefit coverage during summer unless a notice of employment for the succeeding academic year has been issued.

Section 4. Duplication of this Agreement

- A. This agreement shall be posted and maintained on the College website and hard copies presented to all faculty.

Section 5. Use of College Facilities

- A. Faculty members shall be entitled to use College facilities and equipment in the normal performance of their duties, subject to availability.
- B. The Association Executive Committee shall be entitled to receive reasonable personnel support for its official business. The Association shall pay the direct cost of materials, supplies, and personnel time consumed in carrying on its official business.

Section 6. Deduction of Dues

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

Section 7. Complete Agreement

- A. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to or covered in this Agreement, or with respect to any subject not referred to or covered in this Agreement, whether or not such subject may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. This Agreement ratified by the West Shore Community College Faculty Association on August 04, 2017 and by the West Shore Community College Board of Trustees on August 21, 2017, shall remain in effect until the first working day following commencement of the 2019-2020 academic year.



Scott Ward
West Shore Community College

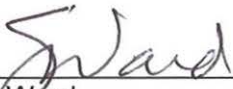


Matthew Sanderson
West Shore Community College Faculty
Association

The following West Shore Community College employees participated in the negotiation process for the West Shore Community College Faculty Association contract which was accepted by the West Shore Community College Board of Trustees on August 21, 2017.

By signature on this memo, the following agree and endorse that the final language of that contract, effective August 23, 2017, to May 7, 2020, is a true and accurate representation of our negotiation process.

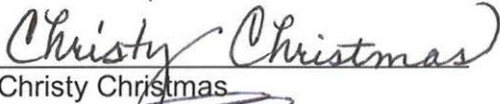
For West Shore Community College:



Scott Ward



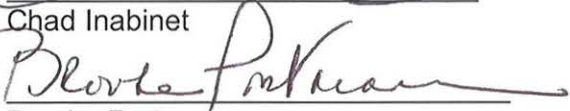
Debra Campbell



Christy Christmas

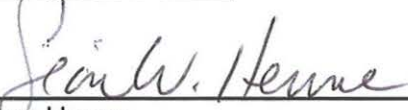


Chad Inabinet

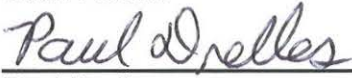


Brooke Portmann

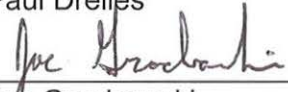
For the West Shore Community College Faculty Association:



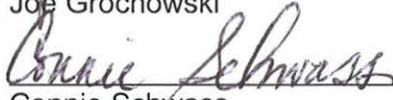
Sean Henne



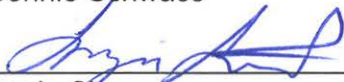
Paul Drelles



Joe Grochowski



Connie Schwass



Sonja Siewert

APPENDIX A - GLOSSARY

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

Academic Calendar: The period from the beginning of one fall semester to the beginning of the subsequent fall semester, including holiday breaks, intersessions, and summer sessions.

Adjunct Faculty: Employees contracted for the instruction of the College curricula as defined by the official College catalog who are hired for a teaching load of fourteen (14) or fewer equated hours in a semester.

Contract Year: The period from the beginning of kick-off week in the Fall semester to the first business day following commencement.

Course by Arrangement: An approved course within the curriculum taught on a schedule arranged between the faculty member and the student. These courses may be offered when courses a student needs for graduation are offered at the same time or not offered in a given semester.

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

Executive Secretary: The secretary who is responsible to the College President and the Board of Trustees.

Face-to-Face Course: A course in which instruction is scheduled so that faculty and students can meet together in a physical space for the full contact hour requirement. Class activities may be enhanced or supplemented with technology (e.g. using a course management system).

Faculty or Full-Time Faculty: Employees contracted for the instruction of the College curricula as defined by the official College catalog whose assignment includes thirty (30) or more equated hours in a contract year.

Hybrid Course: A course scheduled intentionally so that face-to-face time is reduced and replaced with online instruction. Face-to-face time can be reduced in contact hour increments, or by half, or by lecture/lab components.

Independent Study: A course designed to provide a student with a valuable experience of independent research, analysis, and reporting that will enhance grasp of a subject and develop the motivation, skills, and discipline of independent work.

Internship: A short-term work experience that provides the student with the opportunity to gain experience in a specific field or career area. An internship can be paid or unpaid and can vary in hours and length.

Medical Benefit Plan: A plan that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits. Medical benefit plan does not include health savings accounts, flexible spending accounts, or similar accounts used for health care.

Online Course: A course in which all contact hour learning requirements are met without required face-to-face course sessions.

President: The President of the College, or in the President's absence, the administrator designated to undertake the President's duties.

Work Days: Week days during which the College is open for the conduct of College business.

APPENDIX B – SALARY GRIDS

09/02/17

**WEST SHORE COMMUNITY COLLEGE
FACULTY SALARY GRID
2017 - 2018**

Adjustment Factor = 0.00%

COL INDEX		I	II	III	IV	V	VI	VII	VIII
		<u>BA</u> <u>0.90</u>	<u>BA+VOC</u> <u>0.95</u>	<u>MA</u> <u>1.00</u>	<u>MA+15</u> <u>1.03</u>	<u>MA+30</u> <u>MFA</u> <u>1.06</u>	<u>MA+45</u> <u>1.07</u>	<u>MA+60</u> <u>MFA+MA</u> <u>1.08</u>	<u>Ph.D.</u> <u>1.11</u>
STEP	1	40,356	42,598	44,840	46,185	47,530	47,979	48,427	49,772
STEP	2	42,924	45,309	47,693	49,124	50,555	51,032	51,509	52,939
STEP	3	45,492	48,020	50,547	52,063	53,579	54,085	54,590	56,107
STEP	4	48,060	50,730	53,400	55,002	56,604	57,139	57,672	59,274
STEP	5	50,628	53,441	56,254	57,941	59,629	60,192	60,754	62,441
STEP	6	53,197	56,152	59,107	60,880	62,653	63,245	63,836	65,609
STEP	7	55,765	58,863	61,961	63,819	65,678	66,298	66,917	68,776
STEP	8	58,333	61,573	64,814	66,758	68,702	69,351	69,999	71,943
STEP	9	60,901	64,284	67,668	69,697	71,727	72,405	73,081	75,110
STEP	10	63,469	66,995	70,521	72,636	74,752	75,458	76,162	78,278
STEP	11	66,037	69,706	73,375	75,576	77,776	78,511	79,244	81,445
STEP	12	68,605	72,417	76,228	78,515	80,801	81,564	82,326	84,612
MAX INDEX		1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.70
STEP	1	2,568	2,711	2,853	2,939	3,025	3,053	3,082	3,167
		1	2	3	4	5	6	7	8

**WEST SHORE COMMUNITY COLLEGE
FACULTY SALARY GRID
2018 - 2019**

Adjustment Factor = 1.00%

		I	II	III	IV	V	VI	VII	VIII
		<u>BA</u>	<u>BA+VOC</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>Ph.D.</u>
COL INDEX		<u>0.90</u>	<u>0.95</u>	<u>1.00</u>	<u>1.03</u>	<u>1.06</u>	<u>1.07</u>	<u>1.08</u>	<u>1.11</u>
STEP	1	40,760	43,024	45,288	46,647	48,006	48,459	48,911	50,270
STEP	2	43,354	45,762	48,170	49,615	51,061	51,543	52,024	53,469
STEP	3	45,948	48,500	51,052	52,584	54,116	54,627	55,136	56,668
STEP	4	48,541	51,238	53,934	55,552	57,171	57,710	58,249	59,867
STEP	5	51,135	53,976	56,816	58,521	60,226	60,794	61,361	63,066
STEP	6	53,729	56,713	59,698	61,489	63,281	63,878	64,474	66,265
STEP	7	56,323	59,451	62,580	64,458	66,336	66,962	67,586	69,464
STEP	8	58,917	62,189	65,462	67,426	69,391	70,045	70,699	72,663
STEP	9	61,511	64,927	68,344	70,395	72,445	73,129	73,811	75,862
STEP	10	64,104	67,665	71,226	73,363	75,500	76,213	76,924	79,061
STEP	11	66,698	70,403	74,108	76,332	78,555	79,297	80,036	82,260
STEP	12	69,292	73,141	76,990	79,300	81,610	82,380	83,149	85,459
MAX INDEX		1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.70
STEP	1	2,594	2,738	2,882	2,968	3,055	3,084	3,113	3,199
		1	2	3	4	5	6	7	8

**WEST SHORE COMMUNITY COLLEGE
FACULTY SALARY GRID
2019 - 2020**

Adjustment Factor = 1.00%

COL INDEX		I	II	III	IV	V	VI	VII	VIII
		<u>BA</u> <u>0.90</u>	<u>BA+VOC</u> <u>0.95</u>	<u>MA</u> <u>1.00</u>	<u>MA+15</u> <u>1.03</u>	<u>MA+30</u> <u>MFA</u> <u>1.06</u>	<u>MA+45</u> <u>1.07</u>	<u>MA+60</u> <u>MFA+MA</u> <u>1.08</u>	<u>Ph.D.</u> <u>1.11</u>
STEP	1	41,167	43,454	45,741	47,114	48,486	48,943	49,401	50,773
STEP	2	43,787	46,219	48,652	50,112	51,571	52,058	52,545	54,004
STEP	3	46,406	48,985	51,563	53,110	54,657	55,172	55,688	57,235
STEP	4	49,026	51,750	54,474	56,108	57,742	58,287	58,832	60,466
STEP	5	51,646	54,515	57,385	59,107	60,828	61,401	61,976	63,697
STEP	6	54,266	57,280	60,295	62,105	63,913	64,516	65,120	66,928
STEP	7	56,885	60,046	63,206	65,103	66,999	67,630	68,263	70,159
STEP	8	59,505	62,811	66,117	68,101	70,084	70,745	71,407	73,390
STEP	9	62,125	65,576	69,028	71,099	73,170	73,859	74,551	76,621
STEP	10	64,744	68,341	71,939	74,097	76,255	76,974	77,694	79,852
STEP	11	67,364	71,107	74,849	77,096	79,341	80,089	80,838	83,083
STEP	12	69,984	73,872	77,760	80,094	82,426	83,203	83,982	86,314
MAX INDEX		1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.70
STEP	1	2,620	2,765	2,911	2,998	3,085	3,115	3,144	3,231
		1	2	3	4	5	6	7	8

LETTER OF AGREEMENT

West Shore Community College and the West Shore Community College Faculty Association have agreed during their negotiations for the 2017-2020 bargaining agreement that the Separation Recognition Program ("SRP") is eliminated and no payments shall be due to or made to any person under the SRP except as described herein.

1. The College will pay a total sum of up to \$185,722.00 to Association members.
2. The Association is responsible for determining the allocation of the funds identified in paragraph 1.
3. The Association will provide the College with a list showing the allocation and the payment schedule for each recipient. The allocations must be rounded to a full dollar amount.
4. The Association will provide the College the list not less than 10 business days prior to the first payment date.
5. The payment schedule may not include more than two payment dates.
6. The payment schedule must align with the College payroll schedule and the payment date(s) must be prior to June 30, 2018.
7. The Association relinquishes any claim to the funds identified in paragraph 1 that are not allocated to members on the list described in paragraph 3.

West Shore Community College

J. Ward
Date: AUGUST 23, 2017

West Shore Community College Faculty Association

Matthew Sanderson
Date: 8/23/17