



## **AGREEMENT**

Between the  
Board of Trustees of St. Clair County Community College  
of the County of St. Clair  
and the  
St. Clair County Community College District  
of the  
**Michigan Association for Higher Education  
(MAHE)**

August 3, 2019 through August 6, 2021

Agreement extended through August 11, 2025

St. Clair County Community College  
Port Huron, Michigan

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## **LEGAL PREAMBLE**

This Agreement takes effect August 3, 2019 by and between the Board of Trustees of St. Clair County Community College, hereinafter called the Board, and the St. Clair County Community College District of the Michigan Association for Higher Education, hereinafter called the Association.

### **WITNESSETH:**

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

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

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

## **ARTICLE I -RECOGNITION**

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

## **ARTICLE II - ASSOCIATION AND FACULTY RIGHTS**

- A. The Association on behalf of the faculty of the College, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by Act 379 of Public Acts of 1965.
- B. The Association shall be supplied with reports or information prepared by the College for public distribution. The Association shall pay the College for any expense involved in the preparation of information solely for Association use.
- C. Machine or machines to be used in preparation of Association materials will be designated by the College Business Office for use without charge.
- D. The Association may use the buildings of the College for meetings and to transact Association business without charge, provided that there is no additional cost to the College. Additional costs will be absorbed by the Association with arrangements being made through the Business Office of the College prior to the meeting.
- E. A bulletin board shall be designated for Association use. Use of intra-college information media and mailboxes for notices of Association business is authorized. Classroom and hallway bulletin boards may not be used for such notices. All such notices must carry a designation of the individual or group responsible for the notice.
- F. The provisions of this Agreement shall be applied in a reasonable and equitable manner and without regard to race, creed, religion, color, sex, age, political affiliation or belief, marital status, sexual orientation, handicap, veteran status, national origin or ancestry or any protected classification.
- G. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, color, sex, age, marital status, sexual orientation, handicap, political affiliation or belief, veteran status, national origin or ancestry or any protected classification and to seek to achieve full equality of educational opportunity for all students.
- H. The Association shall accord just and equitable treatment to all members of the profession in their exercise of professional rights and responsibilities.
- I. All committees appointed by the President of the College which have faculty representatives may

have, at the discretion of the Association, at least one Association-selected representative.

- J. The President and designated representatives of the Association shall have release time, up to a combined total of six (6) days, for Association business and conferences, during one (1) college calendar year.
- K. The Administration will seek input from the Association on major revision of educational policy, which is proposed or under consideration, recognizing the authority of the College administration and/or the Board of Trustees to make the final decision.
- L. If Board agendas, agenda materials, and minutes are not posted on-line, the Association shall receive them; whenever possible, prior to all open Board meetings.
- M. Recognizing the magnitude of the responsibility inherent in the teaching process, the Association will strive to attain and maintain the highest degree of ethical conduct, as outlined in the *Code of Ethics of the Education Profession*, which is found in Appendix H.
- N. Academic Freedom Provisions:
  - 1. Educational institutions must be dedicated to serving the community. The free search for truth and its proper dissemination is a fundamental part of this service. Academic freedom is essential to both teaching and research, and protects the rights of the faculty member and the student. The basic right to academic freedom carries equally major responsibilities.
  - 2. Each faculty member shall have the freedom to present subject matter and select course materials, to report the truth as he/she sees it, to choose research topics and to report the results of research activities. Such freedom shall not be construed to permit sexist or racist remarks and/or vulgarity in the instructional setting, or any actions which create a hostile environment in the classroom, when these are not appropriate to any valid educational purpose.
  - 3. The College will protect the integrity of grades as assigned by faculty. Formally appealed grades will not be changed without the unanimous approval of the Grade Appeal Review/Hearing Committee which includes a faculty member. The only grounds for a student grade appeal are as follows:
    - a. The grade assigned is allegedly based on an error in calculation.
    - b. The grade assigned is not follow the grading criteria as stated in the course syllabus.
  - 4. The College subscribes to the principles pertaining to academic freedom enunciated in the *1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments* as published by the American Association of University Professors, and available on the Association's Web site.
- O. A Professional Rights and Responsibilities (P.R. & R.) Committee, composed of representatives of the Association and the College, shall meet at least monthly during the academic year to discuss issues of mutual concern regarding contractual matters. This committee shall have the responsibility for:
  - 1. Developing and preparing Letters of Agreement as needed for consideration by the Association and the College.
  - 2. Analyzing data and determining full-time faculty staffing level.
- P. The following provisions shall apply to the production of educational materials:
  - 1. Works produced by students:
    - a. Students have a right to their own creative work.

- i. After the work has been reviewed, corrected, evaluated, or graded, the work is to be returned to the students.
  - ii. Except for classroom and instructional purposes, no one may publish, display, perform, record, transmit, or otherwise use a student's work without his/her permission.
  - iii. However, if a student submits a work for publication, display or performance to any College activity, the student thereby grants the College the right to edit, publish, display, perform, record and transmit the work.
- b. Works submitted to College publications or activities shall be used only for that publication or activity for which it has been submitted, unless the student's permission is obtained.
- i. College publications and activities which accept works for use shall have a right to record and transmit the work in addition to any other right.
  - ii. Copyright in the College publication or activity shall be held by St. Clair County Community College.
  - iii. However, students retain ownership of the original work.
- c. Nothing in the above section shall make the College liable for any damages or injury arising from failure to register a work form infringement of any work by any person, whether or not a College employee, or from any other act or omission by any person not acting as an authorized agent of the College.

## 2. Intellectual Property Rights:

- a. The College shall encourage research, scholarly endeavors, and the development of educational materials in both print and non-print format.
- b. It is recognized by the College that any faculty member who develops or produces products, publications, educational materials, or media not commissioned by the College and using little or no College support shall retain rights to subsequent use, reproduction and sale of such items.
- c. In the case of products, publications, educational materials, or media produced or developed with substantial College support, the following provisions shall apply:
  - i. The College retains the right to use the materials for College related activities, and any external use of these materials shall be by mutual consent between the Board and the faculty member.
  - ii. If the College has been reimbursed for all expenses incurred in the production of the aforementioned materials, the College shall retain the right to use the materials for College related activities, but the faculty member shall retain all rights related to external use of the material.
- d. Substantial College support shall be defined as involving one or more of the following:
  - i. College paid salary,
  - ii. The granting of released time, or
  - iii. The provision of thirty (30) or more hours of support from a College department or office.
- e. In the case of materials developed while on sabbatical leave, the substantial College support criterion shall be applied only to materials or media directly related to instruction or to the

function of the College.

- f. Educational materials and media developed prior to 1996 shall be subject only to contractual provisions in effect at the time the said materials or media were developed.
3. Works commissioned by the College (work for hire);
  - a. The College may seek the development of materials for instruction.
  - b. In those situations, the College shall contract for development of said materials and retains ownership of them.
4. Shared ownership of materials:
  - a. If the College and the faculty member mutually agree to produce a product, publication, educational materials, or media in which the ownership would be shared, an agreement regarding royalties and use shall be reached by mutual consent between the Board and the faculty member.

### **ARTICLE III - RIGHTS OF THE BOARD**

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

### **ARTICLE IV - PAYROLL DEDUCTIONS/DIRECT DEPOSIT**

- A. Payroll deductions for the following purposes may be made upon written authorization of the faculty member in accordance with provisions herein.
  1. Association dues (including State, Local and National association dues, assessments, or service fees).
  2. United Way and other approved community enterprises.
  3. All programs available through the Michigan Education Association (MEA) family of membership services, including MESSA programs and MEA Financial Services.
  4. Tax sheltered accounts allowed under section 403(b) (7) of the Internal Revenue Code (IRS), providing that a minimum of ten (10) faculty members must participate in any specific carrier's plan. The College has no responsibility for determining whether any particular program qualifies for any particular tax shelter treatment under the IRS.
  5. Educational Associates Credit Union/Advia, limited to a fixed amount per pay, not to exceed the faculty member's base pay for faculty who presently use this deduction have made this request prior to the effectuation of this agreement. Thereafter, no additional or new faculty may request this service.



- B. Such deductions shall be remitted, not less than monthly, by arrangement of the Business Office of the College and the Association, for Association dues and MESSA premiums.
- C. Educational Associates Credit Union/Advia deductions shall be transferred to the Credit Union normally within one (1) week after each payroll date.
- D. Faculty members may choose one (1) financial institution for direct deposit of their pay.

## **ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

### **Section One: General Provisions**

- A. The Board and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all faculty. No religious or political activities of any faculty member, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member.
- B. All faculty vacancies will be posted on-line on the College website for a minimum of fourteen (14) calendar days.
  - 1. A copy of each full-time faculty "Notice of Vacancy" shall be sent by e-mail to the President of the Association.
- C. There shall be one (1) official personnel file for each faculty member.
  - 1. The faculty members shall have full access to and may have duplicated records kept in their files, except for professional credentials and letters of recommendation of a confidential nature provided prior to employment.
  - 2. Upon the written authorization of the faculty member, Association representatives as designated in writing by the Association President, may have the same access as provided the faculty member.
  - 3. The only records kept in this file shall be:
    - a. Professional credentials and letters of recommendation
    - b. Letter of Intent to Hire, specifying assignment and placement on salary schedule
    - c. All evaluation material accumulated during the probationary period and through the continuing status evaluation procedure
    - d. Approved long-term paid and unpaid leaves of absences
    - e. Transcripts of all college work
    - f. Material from professional sources which faculty members wish to have included
    - g. All materials providing the basis for discipline and/or dismissal
    - h. Any materials relating to change of status
    - i. Any other materials mutually agreed upon by the faculty member and/or the Association and the College; if the material involves attendance at training or other event, a method of confirming attendance must be established
  - 4. The faculty member shall be informed of material placed in his/her file and shall be allowed to

attach a statement to such material.

5. The provisions of this section shall not prohibit personal records being maintained as defined in the Bullard Plawecki Right to Know Act.
- D. Any faculty member who assumes administrative status may subsequently return to faculty status within four (4) years of assumed administrative status. This time limit may be extended one (1) additional year by mutual agreement of the College and the Association.
1. After the time limit, faculty members who have assumed administrative status may return to faculty status if there is a posted position for which they are qualified.
  2. Faculty members who assumed administrative status prior to July 1, 2016 are not subject to the time limit.
  3. The faculty member returning to faculty status shall resume only those rights, privileges and benefits that he/she had at the time of assuming administrative status unless as an administrator he/she had some teaching responsibilities.
  4. If the faculty member assuming administrative duties has had some teaching responsibilities, his/her rights, privileges and benefits will accrue at a rate proportional to the number of contact hours taught in relation to the appropriate annual contact hours workload.
  5. No full-time faculty member shall be dismissed as a result of said return.
- E. No faculty member shall be removed from the bargaining unit without his/her consent by having administrative or supervisory duties added to his/her position.
- F. Faculty members shall be classified as being adjunct or full-time faculty or faculty members emeritus.
- G. The College agrees to maintain at least one (1) full-time probationary/continuing status reference librarian during the life of the contract.
- H. Faculty rank/designation is intended for use in publications, correspondence, and other related areas.
1. All full-time faculty will be identified according to faculty definitions:
    - a. Instructor
    - b. Professor
  2. Those faculty members who desire to use an alternative designation appropriate to their area of expertise may use instructor, teacher, or faculty.
  3. All adjunct faculty shall be designated as instructor.

## **ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

### **Section Two: Faculty Status**

- A. Adjunct faculty are those faculty members who augment the full-time faculty.
- B. Full-time Faculty: Instructor – Temporary Status:
1. A temporary status faculty member shall be defined as a full-time faculty member on a non-renewable limited term contract of up to three (3) years. This status may be used to fill temporary full-time faculty needs as a result of sabbatical, medical or other paid or unpaid leave of a full-time faculty member, new programs, disciplines with uncertain load, or other situations

determined by mutual consent of the College and the Association.

2. Temporary status instructors will be placed no higher than the sixth step on the salary scale.
3. Temporary status instructors teach within discipline workload range.

C. Full-time Faculty: Instructor – Probationary Status:

1. A probationary status faculty member shall be defined as a full-time faculty member on a renewable contract hired to replace a full-time faculty member or to fill a new full-time position.
2. A faculty member hired on probationary status shall be classified as a probationary status faculty member for her/his first six (6) academic year semesters employment.
3. If a probationary status faculty member is not going to be promoted to continuing status at the end of the sixth semester of employment, the faculty member shall be notified no later than the last day of the fifth semester of employment.
4. Probationary status instructors will be placed no higher than the sixth step on the salary scale, except for temporary status instructors who are subsequently hired as probationary status instructors.
5. Temporary status instructors who are hired as probationary status instructors will be placed one (1) step higher than their last step as a temporary status instructor.
6. Probationary status instructors teach within discipline workload range.

D. Full-time Faculty: Professor – Continuing Status

1. Professors teach within discipline workload range.
2. Professors can advance to step twelve (12).
3. Professors are evaluated every five (5) years.

E. Faculty Member Emeritus

1. Retired faculty members shall be granted the status of Faculty Member Emeritus.
2. This status shall include the following rights:
  - a. Inclusion on the college mailing list for announcements and invitations to college activities.
  - b. Free admission to all college sponsored activities to the extent available to full-time faculty.
  - c. At their request, a mailbox in the full-time faculty mailbox area.

## **ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

### **Section Three: Hiring**

- A. All hiring of full-time faculty for the College shall be by the College with input from the Appointments Committee.
  1. The Appointments Committee shall consist of the CAO, an elected Chairperson, at least one (1) but no more than two (2) faculty members from each division, and a representative from Human Resources (HR).
  2. The purpose of the Appointments Committee is to participate in selection and interviewing of

candidates for full-time faculty positions and to provide hiring recommendations to the College.

3. Members of the Appointments Committee shall attend an annual in-house HR training on interviewing.
  4. Annually PR&R shall analyze data and make a determination on full-time faculty staffing (see Article II for PR&R).
  5. To determine the discipline in which an appointment will be made, the College will consider the following:
    - a. A retirement in a discipline where the number of contact hours taught by adjunct faculty during the Fall and Winter semesters together is at least equal to two (2) full-time faculty loads will receive first consideration unless a legitimate interest exists elsewhere.
    - b. Disciplines with the highest number of full-time workloads available.
    - c. Input from Division Administrator, Academic Leads, and CAO.
    - d. Input from the Association through the office of the CAO.
- B. Qualifications for hiring shall be in accordance with Higher Learning Commission (HLC) and other accrediting and program guidelines, in consultation with the faculty members of the area.
- C. Upon hiring, faculty members shall be allowed a maximum of experience credit, determined as follows:
1. Full credit of up to three (3) years of equivalent teaching and/or non-teaching experience. Exceptions to this may be made by the College.
    - a. The standard for evaluating the equivalency of graduate assistant or fellowship experience shall be the granting of no less than one (1) year of credit on the salary schedule for each twenty-four (24) contact hours of experience.
    - b. Credit for non-contact hour graduate assistantships shall be granted based on no less than one (1) year of credit on the salary schedule for two (2) semesters of experience.
    - c. These assistantships must be for pay and not for academic credit.
    - d. A description of the responsibilities assigned the graduate assistant must demonstrate a professional level of activity relevant to the position for which the faculty member has applied.
  2. All placements on the salary schedule shall be based on information provided by the candidate on the appropriate form, completed prior to an offer of employment.
  3. Prior to any offer of employment going to the Board for approval, representatives of the Association and the College shall jointly review placement on the salary schedule; an Association representative shall be available within twenty four (24) hours of a request from the College, excluding weekends.

## **ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

### **Section Four: Assignment and Seniority**

- A. Upon hiring, all full-time faculty shall be given a letter of intent, specifying their specific teaching or non-teaching assignment and initial placement on the salary schedule.

- B. Faculty seniority shall be defined as length of service as a full-time member of the faculty of the College.
1. Seniority and salary increment credit shall continue to accrue for the following leaves of absence:
    - a. Sabbatical
    - b. Military service as provided by Law
    - c. Family Medical Leave Act (FMLA)
    - d. Paid leave
    - e. Staff reduction, as prescribed in accordance with provisions of Article V, Section Nine B.
  2. Seniority and salary increment credit shall be frozen for all other unpaid leaves of absence.
  3. Seniority shall be lost:
    - a. When a faculty member is discharged according to the provisions of this agreement except in staff reduction as indicated in Article V, Section Nine B.
    - b. When a faculty member resigns or retires.
- C. Faculty members carry their faculty status with them when given a new assignment.
- D. In cases where a faculty member teaches in more than one discipline, the discipline in which his/her seniority resides shall be determined as follows:
1. When the split-discipline assignment is the result of being hired to teach multiple disciplines, the seniority of the faculty member shall reside in each of these disciplines.
  2. When the split-discipline assignment is the result of reassignment, the seniority of the faculty member concerned shall reside in the discipline where he/she teaches the majority of his/her workload since reassignment except as provided in subparagraph 5 below.
    - a. In determining the majority of workload, the time since reassignment shall not exceed the last four (4) years.
    - b. If a faculty member's teaching load is equally split among disciplines, he/she shall choose which of the disciplines in which his/her seniority resides.
  3. When the split-discipline assignment is the result of a discipline having been split into two or more new disciplines, the faculty member shall have full seniority in all disciplines created from the original discipline.
  4. When the split-discipline assignment is the result of circumstances other than D.1 or D.2 in this section, the faculty member's seniority shall be as in D.1.
  5. A reassigned faculty member shall be granted full institutional seniority in the new assignment when he/she has satisfied all conditions for permanent reassignment or split-discipline assignment.
- E. A faculty seniority list will be provided to the MAHE faculty president by September 1<sup>st</sup> each year.
1. The seniority list shall include following information for each full-time faculty member:
    - a. assigned discipline
    - b. length of service as a full-time faculty member at the college

- c. date of hire as a full-time faculty member
- d. semester of placement on continuing status
- e. education level
- f. number of years of credit granted on salary schedule at initial hire
- g. number of years of documented teaching and equivalent non-teaching experience

**ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

**Section Five: Special Assignments**

A. Acceptance of special assignment positions and compensation listed in below shall be voluntary.

College newspaper advisor (ESG)	\$2,826
Club Chapter Advisor (PTK)	\$4,038
Theater Director (per production)	\$2,423
Technical Theater Director (per production)	\$1,817

B. All special assignment positions shall be filled in accordance with the following provisions:

- 1. All vacancies shall be posted in a predetermined location in the Administrative area and posted on-line.
  - a. Notice of such vacancies shall provide fourteen (14) days' time prior to the deadline for accepting applications to permit any qualified faculty member to make necessary application.
  - b. A copy of each special assignment "Notice of Vacancy" shall be sent by e-mail to the President of the Association.
- 2. Qualified full-time faculty members shall be given priority for special assignments at the time of posting.

C. Appointments to special assignment positions shall be annual.

D. There shall be one (1) yearly written evaluation of performance for each special-assignment position, to be completed by the College.

- 1. This evaluation is to be completed no later than thirty (30) college days following completion of the assignment, but under no circumstances later than the last day of the Winter semester.
- 2. Failure of the College to complete an evaluation by the deadline shall be considered a satisfactory evaluation.

E. Job descriptions for special assignments shall be placed on file.

**ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

**Section Six: Reassignment**

A. Reassignment is the transfer of all or part (split-discipline assignment) of a faculty member's workload from one discipline to another.

1. Reassignment may be requested by a faculty member, subject to the approval of the CAO, or recommended by the CAO, subject to the consent of the faculty member.
  2. In order to be reassigned, the faculty member must meet the minimum qualifications for full-time hiring in the new discipline.
  3. There must be the equivalent of at least two (2) full-time workloads, including overload, off-campus, and adjunct sections, available in the new discipline, unless mutually agreed upon by the College and the Association.
  4. A reassigned faculty member is evaluated during the first year of the new assignment using the probationary status faculty evaluation process.
    - a. The evaluation may be waived at the discretion of the CAO if the faculty member has taught in the new discipline within two (2) years prior to reassignment.
  5. A faculty member who has been reassigned may apply to the CAO for approval to return to his/her former discipline.
- B. If low or declining enrollment in a discipline or program discontinuation is expected to affect a faculty member's ability to teach a full workload in his/her assigned discipline, the following provisions shall apply:
1. Two (2) years prior to any program reduction, suspension, or cancellation, the CAO shall notify, in writing, any faculty member(s) who may be affected by such action.
    - a. Failure to issue such notice two (2) years in advance shall not preclude the Board from making staff reductions as outlined in Section Nine of this Article.
    - b. Issuance of such notice shall not mandate program reduction, suspension, or cancellation.
    - c. Exceptions to the requirement for notice may be agreed upon by the College and the Association.
  2. Once notification is issued, an affected faculty member may request that his/her academic record be evaluated by the CAO to determine possible areas for reassignment or split-discipline assignment.
    - a. This evaluation shall be in writing and shall indicate the courses and semester hours accepted as qualification for any new assignment and conditions that must be met to qualify for reassignment.
  3. The faculty member considering reassignment shall indicate his/her preference for the new assignment, and this preference shall be honored to the extent possible as determined by the CAO.
  4. Any overload, off-campus, or adjunct section in the new discipline may be reassigned to the faculty member.
  5. If the faculty member needs additional training to qualify for a new assignment, she/he is automatically granted full amount of funding from the Faculty Travel Grant Fund each semester for two (2) consecutive years for retraining.

## **ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

### **Section Seven: Evaluation**

- A. If the College is to accomplish its mission, qualified, effective faculty members, as defined below, are essential.
  1. Effective faculty members demonstrate student/client-centered, ethical, and professional behaviors in the performance of their job responsibilities.
  2. Effective faculty members serve the College by participating in the problem-solving process in various ways, especially with regard to curricular matters, hiring and retention of professional staff, budget, and long-range planning, and by rendering service to students and their activities.
  3. Qualified faculty members recognize the need for life-long learning in their professional growth and development.
  4. Effective faculty members promote the services and programs of the College through involvement in College and community activities.
- B. General provisions for full-time faculty evaluation are as follows:
  1. The purpose of evaluation, unless otherwise specified, shall be to determine whether faculty members have attained a satisfactory level of professional performances indicated in A above, to promote instructional improvement, and to determine whether contractual obligations are being fulfilled.
  2. If necessary, faculty members participating in the evaluation process may be relieved of their normal professional responsibilities, other than class time, in order to perform the duties associated with evaluation.
  3. All original copies of evaluation forms from the evaluation shall be sent to the CAO for inclusion in the faculty member's personnel file. Photocopies of all materials shall be given to the faculty member.
    - a. All Student and Client Perceptions forms (EVAL-1, EVAL-Library-1, EVAL-N-1) are the property of the faculty member.
    - b. All forms in the EVAL-1 series shall be distributed, collected, and submitted to the Academic Services Office by a member of the Evaluation Committee or an individual selected by the coordinator of the Evaluation Committee.
    - c. The faculty member shall receive the only copy of any summary of these forms.
    - d. These forms shall be assessed by the faculty member and shared with his/her evaluation committee.
  4. If a faculty member disagrees with any evaluation materials, he/she shall have the right to have his/her written reasons for such disagreement attached thereto.
  5. The College Evaluation Committee, as appointed by the presidents of the College and the Association, shall meet annually to review the evaluation process, soliciting feedback from evaluators and faculty members being evaluated, and to make a report to the presidents of the College and the Association by April 1<sup>st</sup> of each year.
  6. The College shall serve as coordinator for all evaluation procedures within the division.



7. For purposes of interpretation, a rating of four (4) or above shall be deemed as satisfactory.
  8. For temporary and probationary faculty, the average rating from Sections I and II on EVAL-5 series forms filled out by each member of the evaluation committee should be included in slots 1, 2, and 3 of the "Classroom or Professional Performance Evaluation (EVAL-5)" section of the EVAL-4A form. The average ratings from each of sections I and II should not be averaged together.
  9. When circumstances make it difficult to carry out a particular provision of the faculty evaluation procedure, accommodations may be made by mutual agreement of the CAO, the Evaluation Committee, and the faculty member being evaluated
- C. Evaluation procedures for temporary- and probationary status faculty:
1. Temporary- and probationary status faculty members shall be fully evaluated their first semester of employment and once each year thereafter. After two (2) successful evaluations, the third year evaluation may be waived at the discretion of the CAO.
    - a. Faculty shall be observed no sooner than the sixth (6) week of the semester and no later than the ninth (9) week at a time mutually agreed upon by the faculty member being evaluated and the members of the evaluation/review committee.
    - b. Student/client perception forms shall be administered in all sections each semester during the evaluation period. These forms shall be administered in all sections between weeks six (6) and nine (9) in the first semester of employment.
  2. EVALUATION COMMITTEE: Each faculty member shall have an evaluation committee.
    - a. This committee shall be composed as follows:
      - i. For teaching faculty: CAO, Academic Lead and a continuing status faculty member in the same or a related discipline, selected by the faculty member being evaluated and appointed by the Association. For faculty members in Nursing, Dean of Nursing, Health & Human Services/Director of Nursing may serve in place of the CAO.
      - ii. For Library faculty: Director of the Library and two (2) continuing status faculty members, one (1) selected by the faculty member being evaluated and one (1) appointed by the Association.
    - b. Members of the committee shall be selected within thirty (30) calendar days of the beginning of the faculty member's first semester of employment.
    - c. The committee shall have the responsibility for:
      - i. Observing and evaluating the faculty member's professional performance as defined herein;
      - ii. Reporting and explaining their observations and evaluations to the faculty member being evaluated;
      - iii. Making recommendations for improving the faculty member's professional performance;
      - iv. And, in the case of probationary status faculty members, determining whether they have attained a satisfactory level of professional performance and should be recommended for continuing status.
      - v. For teaching faculty: an observation of teaching occurring any place where scheduled instruction occurs.

- vi. For Library faculty: an observation of individual consultations or a presentation on the operations performed in technical, audio-visual, reference or television services.
3. BASIS OF EVALUATION: Evaluations shall be based upon:
- a. Observation of the faculty member's professional performance by each member of the committee, using the appropriate observation form (EVAL-5 series) found in Appendix G.
    - i. For Library faculty, the evaluation will also be based upon the faculty member's performance of his/her responsibilities as described in his/her job description and in his/her annual goals and objectives.
    - ii. The faculty member may also include a portfolio of projects he/she has undertaken.
  - b. Student and/or client perceptions of the faculty member's performance, as recorded on the appropriate student/client perceptions forms (EVAL-1 series) found in Appendix G.
    - i. For teaching faculty, the Student Perceptions Form (EVAL-1) shall be used in all classes taught by the faculty member. The forms shall be administered and submitted to the Office of Academic Services by the College.
    - ii. For Library faculty, a minimum of 10-15 Client Perceptions Forms (EVAL-LIBRARY) shall be distributed to individuals with whom there has been significant contact.
  - c. Assessment of the faculty member's fulfillment of various responsibilities as noted on the Faculty Member's Fulfillment of Contractual and General Professional Responsibilities form (EVAL-6), which is to be completed jointly by all members of the committee.
  - d. Faculty are required to complete the appropriate self-perceptions form which is part of the EVAL-2 series.
  - e. The committee shall make one (1) joint observation of the faculty member's professional performance for each full semester of evaluation.
    - i. When requested by either the faculty member or any member of the committee, additional observations may be undertaken in any semester of evaluation.
    - ii. When the situation does not lend itself to joint observations, deviations may be allowed if mutually agreeable to the faculty member and the members of the committee.
4. RESULTS OF THE EVALUATION: After each observation of professional performance, a meeting shall be held with the faculty member within ten (10) college days.
- a. During this meeting, the faculty member shall be presented with copies of all evaluation materials.
    - i. These materials will be explained, and suggestions made, in writing, on ways in which the faculty member can improve his/her professional performance.
    - ii. The recommendations for improvement may result in referral by the College to required assistance in the recommended area.
  - b. The CAO shall complete the appropriate EVAL-4 form summarizing the results of the evaluation meeting within ten (10) College days of the meeting and send it to the faculty member for his/her signature and comments.
    - i. For probationary status faculty in the first two (2) years of employment and temporary status faculty, the CAO with input from the committee determines if the faculty member

has attained a satisfactory level of performance.

- ii. The decision shall be based solely on the evaluation materials accumulated during the faculty member's employment.
  - iii. Notwithstanding an overall score that is satisfactory, the faculty member must obtain a rating of four (4) for section I A of EVAL-5 to be deemed satisfactory overall.
  - iv. The CAO shall inform the faculty member whether he/she has attained a satisfactory level of professional performance.
  - v. If professional performance is deemed unsatisfactory, the CAO shall decide whether to recommend dismissal or continued employment.
- c. For probationary status faculty members in their third year, the committee shall arrive at a recommendation regarding promotion to continuing status.
- i. The committee's recommendation shall be by a majority vote and shall be based solely on the evaluation material accumulated during the faculty member's employment.
  - ii. If the committee decides that the faculty member has attained a satisfactory level of professional performance, this decision shall result in a recommendation to the Board for promotion to continuing status effective at the beginning of the seventh (7) full semester of employment.
  - iii. If the committee decides that the faculty member has not attained a satisfactory level of professional performance, the faculty member shall be notified of that fact, which shall constitute reasonable and just cause for dismissal.
  - iv. The notice of intent to recommend dismissal shall be issued in accordance with the provisions outlined in Section Ten of this Article.
  - v. All of the above decisions shall be based solely on the faculty member's evaluation materials.
- D. Evaluation procedures for continuing status faculty: Continuing status faculty members shall be reviewed in accordance with the following provisions in order to promote continued excellence of professional performance.
1. FREQUENCY OF EVALUATION:
    - a. Continuing status faculty members shall be reviewed every five (5) years unless the faculty member has been reassigned, then the provisions for evaluation of the reassignment shall be followed.
    - b. Faculty members whose professional assignment is split between two or more teaching disciplines and/or non-teaching areas shall be reviewed in each discipline/area, using appropriate procedures and forms; such evaluations may take place over the period of an academic year if so desired by the faculty member.
    - c. Faculty members documenting College service and professional development on their annual Professional Report over and above that which is expected, as determined by the CAO, shall have the option of waiving a five (5) year continuing status review upon written notification to the CAO.
      - i. The faculty member must have undergone at least two (2) five (5) year continuing status reviews before being able to waive a five (5) year review. After undergoing two (2)

- continuing status reviews, the faculty member may waive one (1) out of three (3) reviews.
- ii. Student perceptions forms shall be administered in all the faculty member's classes at the time of the waived continuing status review; the CAO shall record the overall summary numbers from the Student Perceptions forms on the Continuing status Summary form with a notation that the faculty member was allowed to waive the remaining parts of the five (5) year review.
  - d. Any continuing status faculty member who has submitted his/her resignation for the purpose of retirement shall not be required to undergo the review process outlined herein, provided that the retirement will be effective no more than one (1) academic year later than the date of the letter of resignation.
    - i. If the review is scheduled for the year of retirement, the letter of resignation must be submitted by January 15<sup>th</sup> of that year.
    - ii. If the review is scheduled for the year prior to the year of retirement, the letter of resignation must be submitted by January 15<sup>th</sup> of the year preceding retirement.
2. PEER REVIEW COMMITTEE: Each faculty member shall have a peer review committee, coordinated by the College, composed as follows:
- a. For teaching faculty: an Academic Lead and all continuing status faculty members of the discipline. In disciplines/areas with fewer than three (3) continuing status faculty members, the faculty member being reviewed shall select at least two (2) continuing status faculty members from the division/area to serve on the peer review committee.
  - b. For Library faculty: a Division Administrator and two (2) continuing status faculty members (one [1] chosen by the faculty member being reviewed, one [1] chosen by the Association).
3. BASIS OF EVALUATION: Basis of the review shall be as follows:
- a. No observation is required unless requested by the faculty member being reviewed. If requested, the Peer Review Committee shall use the EVAL-5 series forms used for observation.
  - b. The faculty member shall be reviewed in the area of professional performance.
  - c. Review forms shall be completed by:
    - i. Self
    - ii. Students/Clients
    - iii. Peers [including Academic Lead(s) if applicable]. In disciplines with fewer than three (3) continuing status faculty members, the faculty member being reviewed shall select at least two (2) continuing status faculty members in the division to serve as peers.
  - d. The weighing scale to be used in the review shall be:
 

i. Job Performance	(90%)
Students/Clients	35%
Self	10%
Peers	45%
ii. Contractual Obligations	(10%)
  - e. Forms: The following forms found in Appendix G shall be used in the review process:

- i. Student/Client Perceptions Form (EVAL-1 series)
  - (a) For teaching faculty, this form will be used in all classes taught by the faculty member during the semester of review. These forms will be administered and submitted to Academic Services by the College.
  - (b) For library faculty this form will be distributed to ten (10) to fifteen (15) clients with whom the faculty member has had significant contact.
  - (c) Faculty members undergoing continuing status evaluation may have Student Perceptions forms administered in their classes in the semester preceding the semester in which they make their Portfolio presentation. When selecting the two (2) courses to be used in the review (see Portfolio), faculty members must choose courses for which Student Perceptions forms have been collected.
- ii. Self-Perceptions Form (EVAL-2 series): This form shall be completed by the faculty member prior to portfolio presentation meeting (see paragraph 4(a) below).
- iii. Peer Review (EVAL-3 series)
  - (a) This form shall be completed by all members of the peer review committee.
  - (b) These forms shall be forwarded to the faculty member within five (5) college days after the presentation of his/her portfolio (see paragraph 4(a) below, "Results of Review").
- iv. Contractual Responsibilities and General Professional Responsibilities (EVAL-6)
  - (a) This form shall be completed jointly by the peer review committee.
  - (b) This form shall be forwarded to the faculty member within five (5) college days after the presentation of his/her portfolio (see paragraph 4.a below, "Results of Review").
- v. Summary Form (EVAL-4)
  - (a) The CAO shall complete the EVAL-4A form summarizing the results of the evaluation meeting within thirty (30) College days of the meeting and send it to the faculty member for his/her signature and comments.
  - (b) The original copy of the summary form shall be placed in the faculty member's official personnel file within thirty (30) calendar days following the final summary meeting.
  - (c) The faculty member shall receive a copy of this form.
- f. Portfolio: The review shall be based on a portfolio assembled by the faculty member over the five (5) years previous to the review. This portfolio should include the following materials:
  - i. For all faculty, materials relating to professional performance should be accumulated over the five (5) year period prior to the review. Faculty members shall include copies of their last five Contractual Duties of Teaching Faculty forms (Appendix G). Faculty members are encouraged to include letters, announcements, literature, and so on in this portion of the portfolio. Materials relating to College service, professional growth, and community service may be included if a faculty member so desires.-
  - ii. For teaching faculty, the following materials should be collected during the semester in which the faculty member is being reviewed:
    - (a) Summaries of Student Perceptions Form (EVAL-1) from all sections taught.

- (b) Self-Perceptions Form (EVAL-2)
  - (c) Copies of syllabi from two classes the faculty member is teaching during the semester of review. Faculty are encouraged to include information that demonstrates how they update courses as well as supplementary resources such as reading assignments and audiovisual materials.
  - (d) Samples of tests and/or graded assignments and the grading system used in the two sections selected for the review.
- iii. For Library faculty, the following materials should be collected during the semester in which the faculty member is being reviewed:
- (a) Summaries of Client/Student Perceptions forms (EVAL-LIBRARY/C-1)
  - (b) Self-Perceptions Form (EVAL-LIBRARY/C-2)
  - (c) Samples of projects undertaken during the semester
4. RESULTS OF THE REVIEW: The faculty member's review shall be conducted as follows:
- a. The faculty member shall present his/her portfolio to his/her peers (including the Academic Lead if applicable) and the CAO or the Dean of Nursing, Health & Human Services/Director of Nursing, if appropriate, at a meeting coordinated by the College, at a time during the academic year acceptable to the faculty member being reviewed.
  - b. Following the presentation meeting, the Peer Review Committee shall meet to complete the Performance in Fulfilling Contractual Obligations form (EVAL-6).
  - c. A final summary meeting shall be held with the faculty member being reviewed and the CAO or the Dean of Nursing, Health & Human Services/Director of Nursing, if appropriate.
    - i. The purpose of this meeting is to discuss the materials that have been assembled in the faculty member's self-generated portfolio, and forms (EVAL-1, EVAL-2, EVAL-3, and EVAL-6.)
    - ii. After the meeting, the CAO or Dean of Nursing, Health & Human Services/Director of Nursing will complete EVAL-4.
    - iii. The portfolio and all review forms (EVAL-1, 2, 3, 6) shall be returned to the faculty member within thirty (30) calendar days of the summary meeting.
    - iv. Any faculty member who does not achieve an overall rating of four (4) or higher on the Summary Review Form (EVAL-4) shall be reviewed the following year.
    - v. If the faculty member fails to achieve a rating of four (4) or higher on the Summary Review Form (EVAL-4) in the succeeding year the CAO shall initiate the review procedure outlined in Section Eight of this Article.

## **ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

### **Section Eight: Problem Performance, Discipline and Suspension**

- A. If there is documented evidence that a continuing status faculty member is having problems in his/her job performance, the following procedure(s) will be implemented:

1. Documented evidence must be provided of chronic or repetitious problems or a single incident that may be indicative that the faculty member is having difficulty performing his/her job responsibilities. Problems may be related to professional performance or failure to comply with contractual obligations.
  - a. Problems in professional performance shall include, but are not limited to, sexist or racist remarks and/or vulgarity inappropriate to any valid educational purpose and made in the instructional setting; a substance abuse problem; belligerent attitude on the part of the faculty member; sexual harassment; failure to maintain current material/information related to instruction/measurement or professional performance; or repetitive, validated student complaints.
  - b. Problems with contractual responsibilities shall include, but are not limited to, repeated tardiness or holding class(es) less than the allotted time; not maintaining conference hours; not maintaining a lab or classroom area as necessary; failure to attend divisional meetings; repeated failure to submit grades on time or not performing College service.
  - c. Problems in the delivery of online education shall include, but are not limited to not checking the course on a regular basis; not grading assignments in a timely manner; not responding to email or forums; not posting current materials to the website for instruction, testing, and assessment.
2. When documented evidence is provided for problems and issues related to Title IX or other State or Federal regulations, the problem or issue shall be investigated by HR or the Title IX coordinator and may include interview(s) with students, staff and faculty according to legal obligations of the College.
  - a. An association representative may be present during faculty interview(s).
  - b. The CAO, HR representative and an Association representative serve as the "team" and shall make a recommendation to the President on action (if necessary).
3. When documented evidence is provided for problems and issues not related to Title IX and other State and Federal regulations, the Academic Lead, CAO and a continuing status faculty member from the division (agreed upon by the Academic Lead and CAO), serve as the "team". In a meeting chaired by the CAO, the team shall assess the nature and severity of the problem. If the incident involves the Academic Lead the CAO shall ask two continuing status faculty members from the division to review the evidence and assist with the process.
4. If the CAO, in direct consultation with the team, determines that a problem exists, the team identified in Article V, Section Eight, A.3 (team) shall meet with the faculty member, and proceed with a corrective process at either the informal or formal level as defined below:
  - a. Informal Level: with the faculty member's consent, a professional performance observation, using the probationary status form, may be conducted, along with student/client perceptions forms.
  - b. Formal Level: if the faculty member does not consent to the informal level, or if the informal procedure does not result in improvement, the following process shall be implemented:
    - i. The team shall develop a plan for improvement, if necessary.
    - ii. The plan for improvement may last a maximum of two (2) consecutive semesters.

- iii. If the problem involves professional performance, the plan for improvement may include an evaluation of job performance using the appropriate probationary evaluation forms (EVAL-1 series).
- iv. At the end of the second semester after implementation of the plan for improvement, the team shall assess whether or not sufficient improvement has been achieved.

The Academic Lead and CAO must be in agreement that sufficient improvement has been achieved.

(a) If sufficient improvement has been achieved, no further action is required.

5. If the CAO in direct consultation with the team, determines that sufficient improvement has not been achieved, the evaluation process for probationary status faculty members shall be implemented for one semester in the area or areas of deficiency.
  6. If the faculty member fails to achieve a satisfactory rating as defined in this Agreement by the end of the performance improvement plan, the CAO may take appropriate disciplinary action or make a recommendation for dismissal.
  7. If the decision is to recommend dismissal, the procedure for dismissal in Article V, Section Ten, shall be implemented in the succeeding semester.
- B. No faculty member shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause and due process as established in the provisions of this Agreement. Any discipline, shall be subject to the terms and conditions of the grievance procedure.
- C. If, during a meeting in which a faculty member is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance, said faculty member deems it necessary to have Association representation, he/she may terminate the meeting and request a second meeting with an Association representative present. The second meeting must take place within ten (10) college days of the first meeting.
- D. The President of the College may, for reasonable and just cause temporarily suspend a faculty member from his/her work responsibilities with loss of pay but without loss of any other professional rights.
1. Reasonable and just cause for suspension shall include, but is not limited to:
    - a. Violations of civil or criminal law that adversely affect job performance.
    - b. Problem(s) which creates a safety or health risk for students, patients, and/or others.
    - c. Issuance of a notice of intent to recommend dismissal.
    - d. Dismissal by the Board.
  2. Suspension by the President may be immediate.
  3. Notice of suspension shall be in writing, with copies to the faculty member and the Association President and shall include a statement of reasons for the disciplinary action taken.
  4. A suspension may be grieved through the grievance procedure.
    - a. The grievance may begin at Step 1 of the Formal Level.
    - b. If suspension of a probationary status faculty member is related to a dismissal, the suspension is not grievable.



- c. In the event it is finally determined that a suspension of any faculty member was without reasonable and just cause, the faculty member shall be reinstated unconditionally on appropriate status and reimbursed for any compensation lost.
5. Problems of this nature shall not be considered for implementation of the review procedure in paragraph A above.

## **ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

### **Section Nine: Staff Reduction**

- A. The Board may make adjustments in staff for appropriate reasons. The President shall identify in writing the reasons and rationale for such adjustments. Proposed adjustments of staff by the administration relative to this provision shall be preceded by meetings with the Association President, members of the affected discipline, and the College Forum Budget Committee to hear their concerns, information and/or objections. Written reasons and rationale shall be made available to the Association at least two (2) weeks prior to the above meetings.
  1. Before any full-time staff positions are reduced, all adjunct assignments in the affected discipline shall be assigned to full-time faculty members, if qualified, in accordance with the provisions of this Agreement.
  2. In making its decision on the staff reduction, the Board shall determine the discipline in which the reduction shall be made. Once determined, the reduction shall be accomplished in accordance with paragraph B below.
  3. The Board's decision on staff reduction shall be announced no later than April 1<sup>st</sup>.
  4. This decision shall become effective on the first day following the last day of the Winter semester.
- B. The provisions for carrying out the Board's staff reduction decision shall be:
  1. Faculty members subject to said decision shall be placed on an "involuntary leave of absence," as defined in Appendix C, paragraph O, by the College President, effective the first day following the last day of the Winter semester.
  2. No faculty member shall be placed on such involuntary leave of absence unless he/she has been notified in writing by the College President of this action on or before April 1<sup>st</sup>.
  3. The criteria for determining which probationary status faculty shall be placed on involuntary leave shall be:
    - a. Temporary status faculty in a discipline by inverse order of seniority within the discipline.
    - b. Probationary faculty in a discipline in accordance with provision B.4 below, except that B.4.b shall not apply.
  4. The criteria for determining which continuing status faculty members are placed on involuntary leave of absence shall be in the following order of descending priority: these criteria shall be applied in a successively exclusive manner so that a criterion shall be utilized only if the preceding criterion or criteria are equal:
    - a. Years of seniority.
    - b. Date of first semester of placement on continuing status.

- c. Educational level attained, in the following descending order of importance: MA/MS + 60 or Doctorate; MA/MS + 40; MA/MS + 20; MA/MS; BA/BS; No degree.
  - d. The number of years of credit granted by the College on the salary schedule at the date of initial hire including teaching and/or non-teaching experience.
  - e. The total number of documented years of teaching and/or equivalent non-teaching experience.
  - f. The CAO, upon recommendation of the discipline, will make a decision.
  - g. This list shall be updated yearly.
- C. If a faculty member is placed on an involuntary leave of absence, the following provisions regarding reinstatement shall apply:
1. Reinstatement of faculty members who are on involuntary leave of absence shall be in inverse order of their replacement on such leaves; if circumstances arise in which more than one (1) faculty member qualifies for an opening, then reinstatement shall be in the same manner as provisions three (3) and four (4) as stated above.
  2. No new appointments shall be made while there are available faculty members on involuntary leaves-of-absence who are qualified to fill vacancies, unless such faculty members shall refuse such appointments.
  3. A faculty member who returns from an involuntary leave of absence shall be placed at the position on the salary schedule and the status classification where he/she would have been if the leave had not been required, but in no event shall such salary position and status classification exceed a two (2) year increment respectively.
  4. A faculty member on an involuntary leave of absence shall be entitled to reinstatement under the provisions of this paragraph according to the conditions and for the time period specified in subparagraphs a, b, and c, below. The notice of such potential reinstatement shall be offered in a letter of intent by certified mail with return receipt requested at least thirty (30) days prior to the date of reinstatement. The faculty member shall accept or reject such offer of reinstatement within seven (7) days of receipt of such notice. If a faculty member fails to respond within seven (7) days, the faculty member shall be deemed to have rejected the offer of reinstatement. However, this failure to respond will not affect the faculty member's right to subsequent recalls according to the provisions below.
    - a. A faculty member shall be entitled to reinstatement to the discipline(s) from which he or she is on involuntary leave of absence for a period of three (3) years from the effective date of the commencement of the involuntary leave of absence.
    - b. A faculty member shall be entitled to reinstatement to a discipline(s) other than the discipline(s) from which the faculty member is on involuntary leave of absence for a period of three (3) years from the effective date of the commencement of the involuntary leave of absence provided that the faculty member is qualified, to teach in the new discipline(s) to which the faculty member is to be assigned.
    - c. A faculty member shall be entitled to reinstatement to a split-discipline assignment or reassignment as defined in Section Six of this Article for a period of three (3) years from the effective date of the commencement of the involuntary leave of absence.

- D. The College agrees to offer part-time employment to full-time, continuing status faculty members on involuntary leave of absence under the following conditions:
1. A faculty member on involuntary leave of absence shall have the first right to any part-time work in his or her discipline.
  2. A faculty member on involuntary leave of absence shall have the first right to any part-time work before overload is assigned.
  3. A faculty member on involuntary leave of absence shall have the first right to any part-time work in another discipline(s), providing the faculty member fulfills current qualifications where the work is sought. In the case of vocational or technical courses, the faculty member must meet the qualifications for vocational or technical endorsement.
  4. In the event that multiple faculty members are on involuntary leave of absence in the same area, seniority shall prevail.
  5. The faculty member on involuntary leave of absence shall advise the CAO that he/she is interested in obtaining part-time employment.
    - a. Such notice shall be prior to the time (as found in the College Action Calendar) when schedules are finalized for the semester for which the faculty member seeks part-time employment.
    - b. Such notice shall include the telephone number at which the faculty member, or the faculty member's designee, can be located.
  6. In the event part-time or overload classes are available, the CAO shall notify the faculty member or his/her designee as soon as possible prior to commencement of classes. The faculty member shall either accept or reject the offer of part-time employment and shall advise the CAO of the faculty member's decision as soon as possible but no later than twenty four (24) hours after notification by the CAO.
  7. In the event that a full-time faculty member subsequently has a class canceled pursuant to the provisions of this Agreement, then the part-time employment offer may be withdrawn by the CAO to make up a full load for the continuing status faculty member who is not on involuntary leave of absence.

## **ARTICLE V - PERSONNEL PROCEDURES FOR FACULTY**

### **Section Ten: Resignation, Termination, and Dismissal**

#### **A. Resignation:**

1. If a faculty member wishes to resign at the end of any semester, he/she shall give notice in writing as soon as possible, but not later than sixty (60) calendar days before the end of the semester.
2. A faculty member may resign at times other than the end of the semester by mutual consent between the faculty member and the Administration by application through the CAO.

#### **B. Dismissal Provisions:**

1. Dismissal shall be defined as discharge of an individual faculty member from employment by the Board for cause.
2. Full-time faculty members shall not be dismissed except for reasonable and just cause and in

accordance with the provisions of this Agreement, which have been established to guarantee a fair and adequate procedure for the protection of both the faculty member and the Board and its representatives.

3. Reasonable and just cause shall include, but is not limited to:
  - a. For probationary- and temporary-status faculty members, failure to achieve a satisfactory level of professional performance as determined by the evaluation process is reasonable and just cause for dismissal.
  - b. Violations of civil or criminal law that adversely affect job performance shall constitute reasonable and just cause for dismissal.
  - c. Problem(s) which creates a safety or health risk for students, patients, and/or others shall constitute reasonable and just cause for dismissal.
  - d. For continuing status faculty, any recommendation for dismissal on the basis of competency must be preceded by implementation of the review process in Section Eight of this Article.
  - e. Failure of a faculty member to accept any available substitute responsibilities to substitute for a canceled class as defined in Article VI, Section Four to fulfill his/her workload obligations shall constitute reasonable and just cause for dismissal.
  - f. When documented, repeated failure to meet contractual obligations after having been notified, in writing, of these failures.
  - g. Failure to successfully complete a performance improvement plan under Article V, Section Eight after documented failure to adhere to College-wide policies, rules, and procedures.
4. The President of the College shall initiate dismissal procedures by issuing a notification of intent to recommend dismissal.
  - a. This notification of intent shall be in writing and shall include a complete statement of charges and reasons for the recommendation for dismissal.
  - b. Copies of the notification of intent shall be sent to the faculty member involved, the CAO, the President of the Association, and the Board.
  - c. The notice of intent to recommend dismissal shall be issued thirty (30) calendar days before the end of the semester.
5. A faculty member who has been notified of intent to recommend dismissal may be temporarily suspended by the President of the College in accordance with Article V, Section Eight, D.
  - a. If the Board determines to dismiss said faculty member, the suspension shall be in effect until the appropriate dismissal date.
  - b. If the Board determines not to dismiss said faculty member, then the suspension shall be revoked immediately and any loss of pay reimbursed.
6. Upon notification by the President of the College of intent to recommend dismissal of a faculty member, the following review process shall be initiated:
  - a. Informal Level: The faculty member may request an informal meeting with the President of the College, subject to the following conditions:
    - i. The purpose of this meeting shall be to endeavor to reach a satisfactory agreement by both parties.

- ii. The faculty member shall request the meeting within ten (10) college days of the date of receipt of the notice of intent to recommend dismissal.
  - iii. The President of the College shall schedule the informal meeting within ten (10) college days of the receipt of the faculty member's request for a meeting.
  - iv. This meeting shall include the President of the College, one (1) designated representative of the Association, and the faculty member.
  - v. If a satisfactory agreement cannot be concluded, the faculty member may proceed to the Formal Level within five (5) college days.
- b. In the event that the faculty member does not request such informal meeting, he/she shall have the right to proceed to the Formal Level within ten (10) college days from the date of the receipt of the notice of intent to recommend dismissal.
- c. Formal Level: If the faculty member is not satisfied with the results from the informal level, or chooses not to request an informal meeting, he/she may request a hearing before the Board, stating his/her answers to the charges prior to the Board action on the recommendation of the President, subject to the following conditions:
- i. The faculty member, in writing, shall notify the Secretary of the Board requesting such hearing within five (5) college days, from the conclusion of the informal level or within twenty-five (25) college days from the date of the receipt of the notice of intent to recommend dismissal.
  - ii. The President of the College shall schedule the formal Board hearing within ten (10) college days of the receipt of the faculty member's request for a hearing.
  - iii. Procedures applicable to such hearing shall be as follows:
    - (a) The notification of intent to recommend dismissal shall constitute the sole basis of this hearing.
    - (b) The faculty member shall be entitled to representation, including legal counsel, if desired, the right to cross-examine all witnesses, and to face and examine all those holding executive, administrative, and supervisory positions having knowledge of the facts.
    - (c) The hearing shall be concluded within twenty (20) calendar days from the date of start of hearing.
    - (d) The Board shall notify the faculty member and the Association of its decision within ten (10) calendar days after the conclusion of the hearing.
7. Dismissal of a faculty member shall be effective as of the last day of the semester in which the Board approves the President's recommendation for dismissal or, if the Board's action comes between the end of the Winter semester and the beginning of the Fall semester, dismissal shall be effective as of the first day of the Fall semester.
8. In the event of a Board decision for dismissal, the faculty member, through the Association may appeal the decision to binding arbitration as provided in the grievance procedure, with the following exceptions:
- a. Probationary status faculty members may be dismissed in the first year without recourse to the grievance procedure.

- b. Temporary status faculty members may be terminated without recourse to the grievance procedure.
9. In the event that it shall be finally determined that a termination of any faculty member was without reasonable and just cause, the faculty member shall be reinstated and compensated as determined by the arbitrator.
10. The time limits provided for in this section may be extended by mutual consent.

## **ARTICLE VI - CONDITIONS OF EMPLOYMENT**

### **Section One: General Workload Provisions**

- A. The position of a full-time faculty member shall be defined as being composed of:
  1. Professional performance, as defined below and in Sections One and Two of this Article.
  2. College Service which shall be defined as services which are separate from professional performance, and special assignments and are voluntary in nature, including, but not limited to, serving on College standing committees and special College committees; service at College open houses, orientations, and special functions; club sponsorship; serving as a College contact with community agencies, groups, and institutions; and service as an Association officer or on Association committees; if a faculty member elects to serve on a College or Association Committee, it is expected that he/she will be available to meet at the times scheduled for committee meetings. Working on any College approved accreditation will count as college service (Appendix N). Divisional duties and responsibilities do not count as college service.
  3. Professional development in the amount of a minimum of one (1) continuing education unit (CEU) or the equivalent per year.
    - a. Professional development shall be defined as any activity that contributes to the professional growth and development of the faculty member over and above the in-service activities provided for in the College calendar.
    - b. Professional development shall include, but not be limited to, professional reading; attending workshops, seminars, and conferences; active membership in professional organizations; writing for publication; reviewing textbooks and other educational materials; making presentations to professional groups and organizations; participating in teleconferences; taking college-credit courses; and earning continuing-education credits.
- B. Full-time faculty members shall make a professional report (as found in Appendix I) annually to the CAO, documenting activities in professional performance, college service, and professional development:
  1. If a faculty member's annual professional report gives evidence of insufficient professional development and/or College service, the CAO shall have the authority to make a professional assignment in lieu of professional development. The professional assignment shall be mutually agreed upon by the CAO and the faculty member.
- C. Full-time faculty members shall attend Commencement; requests for absence shall not be unreasonably denied.
  1. Adjunct faculty shall be invited to attend Commencement.

2. Faculty members attending functions for which academic attire is required shall have said attire furnished by the College.
- D. The College Calendars for the term of this Agreement plus one year, are set forth in Appendices A-1 through A-4.
1. Faculty members shall not be required to report for work during semester break and student holidays, except as provided in the calendar.
  2. Deviations within the calendar may be made by the mutual consent of the faculty member affected and the CAO.
  3. Deviations outside the start and end dates of a given semester must be approved by P.R. & R. In the absence of P.R. & R., the MAHE P.R. & R. Chair & CAO may approve the deviation.
  4. The College calendars shall be mutually agreed to by the Board and the Association.
- E. The College day, with the exception of the final examination period and commencement, shall begin at 8:00 a.m. and conclude at 10:00 p.m. with the exception of Nursing and Library faculty. Any extension of these hours shall be by mutual agreement between the CAO and the faculty member involved.
1. For nursing faculty, the clinical day shall begin no earlier than 6:00 a.m. and conclude no later than 12:00 a.m.
  2. For library faculty, the College day shall begin no earlier than 7:00 a.m. and conclude no later than 10:00 p.m.
- F. The academic year for a full-time faculty member will consist of a Fall and Winter semester only. The College year shall include Fall, Winter and Summer semesters.
- G. The work year for faculty members shall be one of the following, as determined at the time of initial hiring or as mutually agreed upon thereafter.
1. Twelve (12) months, which shall include the time equivalent of the Fall, Winter and Summer semesters.
    - a. Twelve (12) month faculty members shall not work on all College Holidays and non-business days when the College is closed
    - b. Twelve (12) month faculty members shall receive twenty four (24) vacation days during the College year, to be taken within the College year in which they are earned.
      - i. These days shall be taken on days the College is open for business.
      - ii. Fifteen (15) of these vacation days may be carried forward to the subsequent College year, but must be used by November 1<sup>st</sup> of that year.
      - iii. These days shall be taken at times that are mutually agreeable to the faculty member and the CAO.
      - iv. Twelve (12) month faculty members hired after the beginning of the faculty year shall have their vacations days appropriately prorated.
  2. The academic year with an assigned twelve (12) week Summer work period.
  3. The academic year with voluntary extension of the work year in accordance with the provisions for extra-duty assignments outlined herein.

- H. An Instructional Environment Committee, composed of three (3) Administrators, appointed by the College President, and three (3) faculty members, appointed by the Association President, shall meet regularly to discuss issues relating to faculty workload and carry out the responsibilities outlined herein, including:
1. Serving as the committee to review and decide requests for changes in maximum class sizes.
  2. Making recommendations for changes in faculty workload contract provisions in the annual report.
  3. Examining scheduling procedures in order to determine whether or not student, faculty, institutional, and community needs are being met; if it is determined that changes are necessary, the Committee will make a recommendation to the College and the Association for such change.
  4. Studying ways to improve the productivity and efficiency of off-campus programs.
  5. Making an annual report to the President of the College and the President of the Association by the end of each academic year.
  6. Serving as the oversight body for verifying student contact hour fill for full-time faculty.
  7. Allocation of existing office space when a dispute exists between full-time faculty members.
- I. An Instructional Support Committee, composed of three (3) members appointed by the College and three (3) members appointed by the Association, shall serve as a support body for any division/discipline experiencing persistently low and/or declining enrollment or facing a possible program discontinuation or suspension; this committee shall:
1. Work with the Instructional Environment Committee to identify departments/disciplines experiencing persistently low and/or declining enrollment for facing a possible program discontinuation or suspension.
  2. Offer assistance in obtaining support in a variety of areas such as:
    - a. Developing an action plan for enrollment improvement and helping implement this plan
    - b. Marketing
    - c. Curriculum
    - d. Retention
    - e. Technology
    - f. Establishing 2 + 2 programs
    - g. Articulation
    - h. Professional development
    - i. Assessing results of actions at the end of two (2) years or earlier
    - j. Helping with program review
- J. A Joint Review Committee; composed of two (2) members appointed by the College and two (2) members appointed by the Association, shall serve to facilitate shared governance with regard to the Academic Review, Appointments, Assessment, Curriculum, and Joint Contractual Committees established in this Agreement.
1. This committee shall meet at least once a year for the purpose of reviewing the annual reports of these committees, and looking at general committee responsibilities and procedures



2. The Committee shall have the ability to adopt general committee guidelines and procedures; these guidelines shall include, at a minimum, the following:
  - a. Joint committees that may affect College policy shall be governed by the following:
    - i. Where the committee has adopted no specific rules or by-laws to the contrary, Robert's Rules of Order shall apply.
    - ii. College staff shall be welcome to attend all committee meetings of named committees, except those in which confidential business (e.g., interviews and discussions of recommendations for hire) is being transacted; College staff may address committee meetings regarding matters before those committees.
    - iii. Committees not having regular meetings of at least once per month during the Fall and Winter semesters shall be subject to the call of the chair of the committee, as well as any three (3) members of the committee; timely notice of meetings called in this manner shall be provided to all members.
    - iv. Main motions that involve more than purely internal committee business must be passed with the support of a majority of the members of the committee.
  - b. Major recommendations of a committee will be opened up for faculty wide input before implementation (e.g., recommendations having a significant impact on faculty as a whole, such as general education requirements).
3. With regard to the Curriculum Committee and course approval, course abstracts, and course syllabi, the following shall apply:
  - a. All faculty shall provide students and the appropriate Division Administrator with syllabi including the course description, objectives, content outline, grading policy, and other policies (such as attendance).
  - b. The syllabi shall follow the established guidelines for course syllabi which are on file in the Office of Academic Services and have been agreed upon by the P.R. & R. Committee.
  - c. Curriculum Committee will approve all catalog descriptions.
  - d. Changes to the catalog description must be handled through a course revision, subject to Curriculum Committee approval.
  - e. Curriculum Committee, or an agent designated by the College, will collect course abstracts, subject to the following:
    - i. What categories of information must be included (such as catalog description, course objectives, course rationale, and content outline) may be specified.
    - ii. Suggestions may be made regarding the content of categories other than the catalog description of the course abstract; however, final decisions as to the content of those other areas remain within the discipline.
  - f. Changes to the course abstract in categories other than the catalog description must be reported but are not subject to the course revision process, nor can they be disapproved.
  - g. It is the responsibility of all divisions to keep current course abstracts on file.

#### K. College Committees

1. The Academic Review Committee, the Appointments Committee, the Assessment Committee, the

Curriculum Committee and the Professional Development Committee shall contain at least one (1) full-time faculty member of each division. Administrative representation shall be per discretion of the CAO.

2. In the event a division does not find enough volunteers to staff the above committees by April 1<sup>st</sup>, the CAO will develop a rotation system for each division, based upon faculty members' years of full-time service to the College.
3. The chairs of the following committees shall receive a stipend of one thousand dollars (\$1,000) per academic year in lieu of college service credit.
  - a. Academic Review
  - b. Appointments
  - c. Assessment – General Education
  - d. Program Assessment
  - e. Curriculum

## **ARTICLE VI - CONDITIONS OF EMPLOYMENT**

### **Section Two: Non-teaching Workload**

- A. Non-teaching faculty shall include, positions as mutually agreed upon by the Administration and the Association as contained in the contract.
- B. In the case of non-teaching faculty members, all terms in the Agreement which refer to class, classroom, teaching, instruction, subject matter, and so on, shall be construed, in a reasonable and equitable manner, to refer to duties, performance of duties, place of duties, and so on, except as expressly provided for in this Section.
- C. Non-teaching faculty members' work assignments shall be made by the administrator in charge of the area in consultation with the faculty member involved and in accordance with the faculty member's specialty and qualifications.
- D. Because of the nature of non-teaching faculty member's assignments, those provisions in the Agreement regarding conference hours and academic advising shall not apply.
- E. Non-teaching faculty members may be assigned teaching responsibilities as part of their regular work assignments if so stated as part of their job description upon hiring or thereafter if mutually agreed upon by the faculty member and the administrator in charge of the area.
- F. For teaching responsibilities assigned to or voluntarily accepted by non-teaching faculty members, teaching contact hours shall be converted to clock hours using the following equation, then subtracted from the faculty member's work week:

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

- G. Non-teaching faculty members shall be allowed a reasonable amount of time during working hours to sponsor student clubs and activities, and attend College Forum meetings, committee meetings, Association meetings, and College-sponsored activities.

- H. The work week for non-teaching faculty members shall be thirty-five (35) hours over five (5) days, Monday through Friday.
- I. The work day for non-teaching faculty members shall be eight (8) consecutive hours, including a one (1) hour lunch/dinner period and rest breaks equal in time to thirty (30) minutes a day.
  - 1. Assignments after 4:00 p.m. shall be assigned according to a rotational schedule established by the faculty members in each area.
  - 2. If non-teaching faculty are given assignments, such as evening assignments, weekend assignments, or special College Nights, equivalent released time shall be arranged with the administrator in charge of the area.
- J. Assignments which are extensions of the non-teaching faculty member's work day, week, or year shall be considered either overtime or extra-duty assignments, and shall be subject to the following provisions:
  - 1. All such assignments shall be voluntary; however, for purposes of planning and continuing projects, faculty-year non-teaching faculty members will be available during the period between the end of the Winter semester and the beginning of the Fall semester on a flexible, mutually-agreeable basis.
  - 2. Assignments shall be made in accordance with a rotational system established by the faculty members in the area.
  - 3. Assignments shall be made by the administrator in charge of the area in consultation with the faculty members involved.
  - 4. Overtime and/or extra-duty assignments shall be limited to no more than fifteen (15) hours per week during the Fall and Winter semesters, and no more than thirty-five (35) hours per week during the Summer semester.
  - 5. Overtime and extra-duty assignments shall be staffed on a voluntary basis from the full-time faculty members assigned those duties as part of their regular assignment, unless no one volunteers, in which case adjunct faculty members shall be hired.
  - 6. The provisions for overtime assignments shall be as follows:
    - a. Overtime assignments shall be defined as hours in excess of the daily or weekly limits provided herein.
    - b. Compensation for overtime assignments shall be either at the rate specified in Article VIII, Section Four, A or equivalent released time, as mutually agreed upon by the faculty member and the administrator in charge of the area.
  - 7. The provisions for extra-duty assignments shall be as follows:
    - a. Extra-duty assignments shall be defined as any off-campus assignments during the College year and assignments during the Summer semester.
    - b. Summer assignments shall be made by the administrator in charge of the area, in consultation with the faculty members involved, before April 1<sup>st</sup> for the following Summer semester.
    - c. Summer assignments shall include pay for Holidays falling within a scheduled week.
    - d. Compensation for extra-duty assignments shall be in accordance with the rate specified in Article VIII, Section Four, A.

- e. If mutually agreed upon by the faculty member and the CAO, extra-duty assignments undertaken outside of the Fall and Winter semesters may be compensated in the form of released time during the Fall and/or Winter semesters.

## **ARTICLE VI - CONDITIONS OF EMPLOYMENT**

### **Section Three: Teaching Faculty Workload**

- A. The work year for teaching faculty shall be the academic year of the Fall and Winter semesters only unless the faculty member was hired on an extended year as provided for in Section One G of this Article.
- B. A teaching faculty member's work week shall be defined as not more than the number of conference hours, the teaching contact-hour responsibilities, equated released time for carrying out professional duties, committee meetings, faculty meetings, and discipline responsibilities agreed to herein.
- C. The clerical work responsibilities for teaching faculty shall be limited to those contained in the job description.
- D. A faculty member shall schedule conference hours according to these provisions:
  - 1. Each full-time faculty member shall schedule and maintain four (4) fifty-(50) minute conference hours per week. These conference hours shall be scheduled at different times and shall be scheduled not more than two (2) on any single day, unless approved by the CAO.
  - 2. Conference hours will be held on campus. For faculty teaching off-campus, conference hours may be held at the location of instruction.
  - 3. Each faculty member shall post a schedule of his/her conference hours on or near his/her office door.
  - 4. Faculty teaching overload and extra-duty classes shall schedule conference hours on campus equal to twenty five percent (25%) of the overload or extra-duty contact hours scheduled per week.
  - 5. Faculty teaching an online course(s) as overload or extra-duty may schedule conference hours online equal to twenty five percent (25%) of those overload or extra-duty contact hours scheduled per week.
  - 6. Faculty who are teaching online are allowed one (1) fifty (50) minute conference period online from an off-campus location during Fall and Winter semesters.
  - 7. Faculty teaching more than fifty percent (50%) of load online would be able to offer a second fifty (50) minute conference period online from an off-campus location; Fall and Winter Semester.
  - 8. Faculty teaching classes online during Summer semester shall schedule conference hours equal to twenty five percent (25%) of the contact hours scheduled per week; those conference hours may be scheduled as online conference hours.
- E. Division and discipline responsibilities shall be defined as:
  - 1. Attending no more than one (1) meeting of the discipline or division per class week or fraction of class week, providing that such meeting shall be scheduled between 8:00 a.m. and 4:30 p.m. unless otherwise mutually agreed to by the members of the division. Attendance at any additional discipline or division meetings shall be on a voluntary basis.

- 2. Participation in the scheduling procedures defined herein.
  - 3. Serving on a voluntary basis on standing or ad hoc divisional and discipline committees.
- F. Academic advising is a responsibility of all faculty members, working within their academic divisions and in cooperation with the Admissions Office in order to provide students with the best possible academic advising. Academic advising shall include (but is not limited to) high school visitations, working on transfer equivalencies, direct individual and group academic advising, and development of articulation agreements.
- G. For responsibilities measured in clock hours voluntarily accepted by teaching faculty, the conversion of clock hours to contact hours shall utilize the following equation:

$$\frac{\text{equivalent contact hours (x)}}{\text{teaching faculty's maximum contact hour workload}} = \frac{\text{clock hours assigned}}{\text{maximum clock hours of assigned area}}$$

- H. Interns working in any program shall not serve to increase the faculty member's workload or be used to cause a staff reduction.
- I. It shall be the responsibility of faculty members to participate in Student Grade Appeal procedures and the Student Due Process Procedure on file in the Office of Student Services.
- 1. The Student Due Process Procedure shall be the procedure agreed upon.
  - 2. Any changes in this procedure having an impact on faculty members or classroom issues shall be negotiated through the PR&R Committee.
- J. A contact hour shall be defined on either a weekly or semesterly basis.
- 1. A weekly contact hour shall be defined as any regularly scheduled fifty (50) minutes of instructional activity, except for classes taught in the Weekend College and Summer semester, where a contact hour shall be fifty five (55) minutes of instructional activity.
  - 2. A semester contact hour shall be defined as any regularly-scheduled eight hundred (800) minutes of instructional activity.
- K. A teaching faculty member's teaching workload shall be defined in terms of semester contact hours, number of preparations, number of classes, and student contact hours.
- 1. The semester contact hour load for the academic year for temporary, probationary, and continuing status teaching faculty shall be as follows:
    - a. Thirty two (32) contact hours maximum/twenty eight (28) contact hours minimum for members of the following disciplines:

Accounting	Education	Philosophy
Anthropology	English	Political Science
Art (art history courses only)	Foreign Language	Psychology
Business	History	Reading
Communications Media	Health Information Technology	Sociology
Computer Information Systems	Mathematics	Speech
Corrections	Office Administration	Student Development
Criminal Justice		

- b. Thirty six (36) contact hours maximum/thirty (30) contact hours minimum for members of the following disciplines:

Agriculture	Fire Science Technology	Physics
Architectural Design	Geography	Quality Assurance
Art (except for art history courses)	Geology	Radiologic Technology
Art/Advertising Design	Health Education	Surveying
Astronomy	Industrial Automation	Theatre Arts
Biology	Manufacturing Technology	Welding
Chemistry	Music	
Electronics	Physical Education	
Engineering Graphics	Physical Science	

- c. ADN and PN Nursing faculty work in the twenty eight (28) to thirty two (32) contact hour range, and base load shall be achieved in ADN and PN program courses. Non-program courses may be used for base load at the discretion of the College.
- d. ADN and PN Clinical Nursing faculty work in the thirty (30) to thirty six (36) contact hour range, and base load shall be achieved in clinical courses. Non-clinical courses may be used for base load at the discretion of the College.
2. In determining a faculty member's contact hour load, the following provisions shall apply:
- a. In determining base contact hour load for members of the English discipline, faculty members teaching composition courses (English 50, 075, 101, 101H, 102, 102H, 101T, 104) shall be granted four (4) contact hours toward their annual workload for each of the above mentioned courses. Faculty members receiving an additional contact hour for these courses shall schedule one (1) additional conference hour per class per week; the remaining time shall be used for additional conference time and/or other forms of "process" interactions with students, including verbal, written, and electronic communications. The provisions in this paragraph shall not apply to ENG 050 after December 31, 2016.
- b. Faculty members teaching biology laboratory classes may have schedules established which will combine two (2) separate laboratory sections into a common lecture. No more than one such combined lecture per semester may be required of any biology instructor.
- c. Faculty members teaching laboratory courses other than biology, which have related labs, may have schedules established which will combine two (2) or more lectures, as determined by the CAO.
- d. Simulation lab faculty hours for purpose of achieving base-load shall be computed as follows:
- Determine simulation lab schedule for the Fall and Winter semesters.
  - Simulation lab time will be determined using clock hour conversion.
  - Three clock hours will be added for each week of simulation lab.
  - Overload to be paid when total base load exceeds thirty six (36) contact hours.
- e. To calculate workload for teaching open lab welding courses, sixteen (16) student contact hours (SCH) is equivalent to one contact hour. Welding faculty will schedule one (1) hour of open lab time for every sixteen (16) SCH enrolled in the welding lab courses they teach.
- f. The semesterly workload shall be defined as fifty percent (50%) of the contact hour workload

for the academic year; a semester schedule may be imbalanced as follows:

- i. Pursuant to the implementation of semester imbalancing (above) and/or class cancellation.
  - ii. The faculty member may request an imbalancing through the Division Administrator subject to the approval of the CAO.
- g. For faculty members teaching courses in both the twenty eight (28) to thirty two (32) and thirty (30) to thirty six (36) contact hour load categories, the contact hours required shall be prorated based on the maximum contact hour workload in each category.
- h. When classes are team-taught, each faculty member shall be credited with an amount of contact hours proportionate to the amount he/she teaches.
- i. If team-teaching requires preparation or coordination above and beyond the normal preparation, the faculty member involved may request the CAO grant additional credit toward their annual contact hour load and/or credit for teaching one (1) class.
- j. Faculty members teaching internships, practicums, field training, independent studies, and other similar courses shall be credited with one (1) contact hour for every twelve (12) to sixteen (16) student contact hours taught
- i. For classes taught as independent studies, the student contact hour basis shall be fifty percent (50%) of the maximum class size or twelve (12), whichever is greater.
  - ii. For internships, practicums, field training, and similar classes, one (1) contact hour for every twelve (12) student contact hours taught.
  - iii. For classes, as referenced in Article VI, Section Three, 2.i. not taught as part of load, compensation shall be the income for the class as per the Class Income Report.
- k. Faculty members may teach the minimum contact hour load in their load category once every four (4) years unless granted a waiver by the CAO.
- l. Faculty members undertaking distance-learning initiatives shall receive released-time or extra duty stipends as outlined in Appendix M.
- m. To be considered as teaching above the minimum annual contact hour load, faculty members must teach at least one (1) full contact hour above the minimum load.
3. Guidelines for the number of preparations and classes that constitute a faculty member's load are found in Appendix L.
- L. Classes taught by faculty members over and above their regular teaching assignment shall be considered either overload or extra-duty assignments.
1. The provisions for overload assignments shall be as follows:
    - a. Overload shall be defined as those contact hours which are in excess of the yearly maximum contact hours.
    - b. Overload assignments shall be voluntary.
    - c. Compensation for overload assignments shall be computed as hours in excess of one half ( $\frac{1}{2}$ ) of the annual maximum contact hour load and paid during the semester in which they are undertaken, providing the faculty member is scheduled for an annual maximum contact hour load.
      - i. If a faculty member is paid overload in the Fall semester but fails to achieve his/her

maximum annual load in the Winter semester, he/she shall repay that portion of overload needed to achieve maximum annual contact hour load.

- ii. Such repayment shall be made during the Winter semester by adjusting the faculty member's Winter semester salary as described above.
  - d. A full-time faculty member has the right to overload and off-campus courses up to a maximum of fifty percent (50%) of his/her maximum semester load each semester, if such overload and off-campus courses are available and providing the faculty member is entitled to overload and off-campus courses according to the discipline rotational schedule and other provisions herein.
    - i. The CAO may waive this limitation.
    - ii. The right of a faculty member to overload shall be expressly subordinated to the right of a faculty member on involuntary leave of absence to assume part-time and/or overload classes as set forth in Article V, Section Nine, D.
  - e. The maximum class size for overload classes shall be the same as those established by this Agreement for regular classes.
    - i. A course for which a portion of the contact hours are overload shall be subject to the class cancellation provisions of Section Six, E. of this Article.
    - ii. Overload classes having fewer than ten (10) students or fifty percent (50%) of maximum class size, whichever is greater, prior to the second-class meeting may be canceled by the CAO.
2. The provisions for extra duty assignments shall be as follows:
- a. Extra duty assignments shall be defined as Summer assignments or assignments related to off-campus courses and distance learning initiatives.
  - b. Extra duty assignments shall be voluntary.
  - c. Compensation for extra duty assignments shall be paid during the Summer semester in which they are undertaken.
  - d. Where any class is added after the semester schedule is finalized that the division is encountering difficulty staffing, a faculty member may petition the CAO to have the class treated as an extra duty class, compensated by stipend, rather than treated as overload.
  - e. A faculty member asked to supervise an independent/directed study may petition the CAO to have the class treated as an extra duty class, compensated by stipend, rather than treated as overload.
  - f. The decision of the CAO in subparagraphs d and e above is final and non-grievable.
- M. The maximum class size for each class shall be as listed in the official course schedule as of the current year.
1. Maximum class sizes may be exceeded only with the written permission of the faculty member involved.
  2. The maximum class size for any new course shall be determined as follows:
    - a. After a new course has been approved by the Curriculum Committee, the discipline shall submit a proposed maximum class size for the class to the Instructional Environment



Committee for approval.

- b. If the discipline is not satisfied with the decision of the committee, the decision may be appealed to the CAO.
  - c. If the discipline and the CAO do not arrive at a mutual agreement on the class size, the CAO may establish the class size within the range bounded by the recommendations of the Instructional Environment Committee and the discipline.
3. Once established, maximum class sizes shall become discipline policy unless altered as follows:
    - a. The Instructional Environment Committee shall review and decide requests for changes in maximum class size.
    - b. If the discipline is not satisfied with the decision of the committee, the decision may be appealed to the CAO.
    - c. If the discipline and the CAO do not arrive at a mutual agreement on class size, the CAO may establish the class size within the range bounded by the recommendations of the Instructional Environment Committee and the discipline.
  4. One (1) administrative member of the Instructional Environment Committee, as designated by the President of the College, shall have the authority to veto any decreases in class size.
- N. Experimentation by the individual faculty member or disciplines in class size, laboratory contracts, methods of instruction, and media shall be encouraged.
- O. In order to provide instructional leadership and coordination of the academic divisions and disciplines of the College, the following provisions regarding the positions of Academic Lead and Program Lead shall apply:
1. Members of each division shall elect Academic Lead(s) subject to the approval of the CAO.
  2. Elections of Academic Leads will be completed and names forwarded to the CAO by April 1<sup>st</sup>.
  3. If the Academic Lead selected by the division is unacceptable to the CAO, he/she may request the division to make another selection.
  4. If no Academic Lead is selected, the Division Administrator shall assume the responsibilities.
  5. An Academic Lead shall be removed from the position if the CAO so requests on the basis of failure to perform adequately the duties as per the position description.
  6. If resignation occurs the division shall then elect a new Academic Lead, who shall assume the duties and pay.

# ARTICLE VI - CONDITIONS OF EMPLOYMENT

## **Section Four: Job Descriptions**

### A. Academic Lead Position Description

#### 1. General information

Position Title: Academic Lead

Reports to: Division Administrator/CAO

Qualifications: Full-time, continuing status faculty member, probationary status or temporary status

#### 2. Primary Functions

To assist the Division Administrator/CAO in coordinating the operation of the division faculty in curricular and academic activities.

#### 3. Duties and responsibilities assigned by the Division Administrator/CAO that facilitate and coordinate the curricular and academic activities within the assigned instructional areas.

- a. Participate in or provide designee to participate in the hiring process for full-time faculty.
- b. Participate in the full-time faculty evaluation process.
- c. Coordinate faculty participation to serve as content experts in the hiring process for adjunct instructors.
- d. Orient adjunct faculty in curricular and academic matters
- e. Coordinate faculty participation in the evaluation of adjunct faculty.
- f. Select or approve required course materials for classes taught by adjunct faculty.
- g. Coordinate faculty input and response in the scheduling process.
- h. Coordinate recommendations for curriculum revisions and course changes, additions and deletions.
- i. Coordinate planning and reporting of assessment at the course and discipline level.
- j. Serve as initial point of contact for student issues.
- k. Participate in or provide a designee to participate in meetings that support the College's mission related to curricular and academic matters, as directed by Division Administrator or CAO.
  - i. Nursing Academic Lead duties for Allied Health Division (additional)
- l. Coordination and planning of individual student scheduling and clinical master schedule.
- m. Compensation for Academic Leads will not be diminished if section amounts fall below required contracted standard (see below).

#### 4. Compensation

- a. Compensation shall be paid no later than June 30<sup>th</sup> in the year which the duties were performed.

- b. Compensation for Academic Leads is based on the number of sections in the area of responsibility.
  - i. The area of responsibility is defined as the disciplines or course assigned to an individual Academic Lead.
  - ii. The average number of sections per lead is established by dividing the total number of sections offered by the College in the preceding year (including on campus, off campus, online, Fall, Winter, and Summer classes) by the number of Academic Leads in the current year, rounded to the nearest whole number.
  - iii. Academic Leads are compensated thirty two hundred dollars (\$3,200) per year if the number of sections in their area of responsibility is within ten (10) sections above or below the average number of sections per lead.
  - iv. Academic Leads who are responsible for more sections than the average number of sections will receive an additional twenty five dollars (\$25) per section in excess of ten (10) sections above the average.
  - v. Academic Leads who are responsible for fewer sections than the average number of sections will receive twenty five dollars (\$25) less per section fewer than ten (10) sections below the average.
  - vi. Compensation shall be paid as follows:
    - (a) Sixteen hundred dollars (\$1,600) will be paid to each Academic Lead at the end of the Fall semester.
    - (b) The remainder of each Academic Lead's compensation will be paid at the end of the fiscal year when the total number of sections in the area of responsibility has been finalized.

B. Program Lead Position Description

1. General Information

Position Title: Program Lead

Reports to: Division Administrator/CAO

Qualifications: Full-time, continuing status faculty member, probationary status or temporary status

2. Primary Functions

To assist the Division Administrator/CAO in coordinating the operation of the division faculty in curricular and academic activities.

- 3. Duties and responsibilities assigned by the Division Administrator/CAO that facilitate and coordinate the curricular and academic activities within the assigned instructional areas.
  - a. Recruit business and industry representatives, coordinate and participate in program advisory committees.
  - b. Lead program assessment of student learning activities.
  - c. Oversee and guide program activities, if there are any problems in the academic area of responsibility, such as:

- i. Marketing programs
  - ii. Monitoring the program dashboard and related data
  - iii. Monitoring employment trends
  - iv. Assisting in recruitment and advisement of students
  - v. Recommending equipment and software updates to support the program
  - vi. Lead program review process during the year of review minimally every three (3) years
4. Compensation
- a. Compensation shall be paid no later than June 30<sup>th</sup> in the year which the duties were performed.
    - i. During non-review years, Program Leads are compensated one hundred dollars (\$100) to four hundred dollars (\$400) per semester, based on duties assumed during the semester.
    - ii. During years that a program is being reviewed, Program Leads are compensated five hundred dollars (\$500) per semester.

## **Section Six: Scheduling**

### A. Basic Principles

The basic principle of the annual scheduling of course offerings and establishing of the schedules of individual faculty members is to provide for the effective and orderly matching of student needs and use of instructional staff.

### B. Schedule Process

The annual schedule (Fall, Winter, and Summer semesters) and individual full-time faculty schedules shall be developed as follows:

1. The CAO shall provide the Academic Leads with all pertinent scheduling information no later than the end of the first week of the Fall semester.
2. The Academic Lead, in cooperation with the members of the discipline and according to the rotation process established in [reference below], develops full-time faculty requested schedules, including courses, days, times, and locations.
3. These requested schedules would provide a full load for all full-time faculty members in the discipline each semester, unless past enrollment patterns indicate that a full load for all full-time faculty members would not be possible in the Winter semester. Then the Fall and Winter requested schedule may be appropriately unbalanced.
4. Scheduling of times and days of the week for Honors courses will be provided by the Honors Program Director for consideration in the annual schedule.
5. The Academic Lead provides the full-time faculty requested schedules to the CAO through the data entry system by the end of the seventh (7) week of the Fall semester.
6. The CAO will use this input as one factor in developing the annual schedule, including courses, days, times, and locations. The CAO and provides the annual schedule to the Academic Leads by the Thursday before the beginning of the Winter semester.

7. A full-time faculty member may request adjustments to the annual schedule, including changes in courses, days, times, and locations. If the CAO does not approve of the change, the CAO shall meet with the faculty member to resolve the conflict. At the faculty member's request, the Academic Lead may attend this meeting. The CAO makes the final determination.
8. The Academic Lead coordinates the selection of sections by full-time faculty for individual schedules from courses and sections in the final annual schedule, in accordance with the provisions in [reference below] by the end of the third week of the Winter semester.
9. The CAO makes the final determination of the annual schedule and any/all requested changes by the end of week seven (7) of the Winter semester.
10. After the annual schedule is finalized, the annual and/or individual schedules may be revised at the discretion of the CAO under conditions including but not limited to:
  - a. Class cancellation policies as provided for in paragraph E.
  - b. Anticipated changes in enrollment.
  - c. Additional offerings as determined by the CAO and Academic Lead after registration has begun.
  - d. Changes other than those in a, b and c require mutual agreement between the CAO, Academic Lead, and the full-time faculty member whose schedule would be directly affected by the revision. Such changes may be requested up until the business day prior to the first day of class.

#### C. Course Selection/Rotation

1. In the development of faculty schedules, disciplines shall be allotted certain rooms and facilities on a priority basis; when conflicts arise, the CAO shall make the final determination.
2. Individual full-time faculty have the right to select courses from the annual schedule consistent with the procedures established herein; selections from the schedule may take into account days of the week and hours of the day that best accommodate individual faculty needs.
3. Full-time faculty members will not be required to select courses which meet between 3 and 4 p.m. on Tuesdays.
4. Full-time faculty schedules will provide a full load for all full-time faculty members in the discipline each semester, unless past enrollment patterns indicate that a full load for all full-time faculty members would not be possible in the Winter semester. Then the fall and winter requested schedule may be appropriately unbalanced. If a full-time faculty member's load must be imbalanced, these provisions should be followed:
  - a. A faculty member's semester schedule should be made up of half his/her annual load; a semester schedule may be unbalanced as follows:
    - i. Pursuant to the implementation of semester unbalancing (below) and/or class cancellation.
    - ii. The faculty member may request an unbalancing, subject to the approval of the CAO.
  - b. Faculty members may use classes taught during the Summer semester to achieve their required annual minimum load, subject to the following conditions:
    - i. The use of contact hours taught during Summer semester shall be voluntary on the part of the faculty member.

- ii. Summer classes may be front-loaded only as follows:
    - (a) A faculty member has reason to believe that he/she otherwise will be unable to achieve an annual minimum workload; or
    - (b) Other reasons as approved by the CAO.
    - (c) Summer classes may be frontloaded to Fall semester only.
  - c. If a faculty member frontloaded Summer classes and the classes are not needed to achieve a minimum workload during the Fall semester, the classes shall be treated as extra duty.
    - i. All provisions pertaining to extra duty shall apply.
    - ii. Compensation shall be paid at the rate that would have been paid if the faculty member had been compensated at the time the classes were taught.
  - d. If a faculty member has failed to achieve the minimum annual workload during the academic year, contact hours taught during the subsequent Summer semester may be used to achieve such minimum annual load.
  - e. The use of contact hours taught during Summer semester as part of a faculty member's required annual load must be approved by the CAO.
5. Courses and sections shall be assigned on a rotational priority basis as follows:
- a. A rotation list of discipline members will be established by seniority in the discipline at the beginning of the 2012 Collective Bargaining Agreement (CBA).
  - b. Courses and sections are initially offered to the first faculty member on the list qualified to teach the course and then to each subsequent qualified faculty member until selected.
  - c. Qualifications for teaching a course shall be based on academic preparation and other necessary credentials.
  - d. At the beginning of each subsequent academic year, the first person on the list moves to the bottom of the list and the next most senior person moves to the top.
  - e. New faculty members begin at the bottom of the list during the first Fall semester teaching in the discipline.
  - f. These principles shall be used during development of requested full-time faculty schedules and during selection of sections from the annual schedule.
  - g. The intent of this rotation system is to offer qualified less senior faculty the opportunity to teach courses and select times that they are interested in teaching. No instructor may claim a course, an entire selection of courses for load, or time frame based only on seniority or teaching experience.
6. If faculty members of a discipline are able to work out a mutually agreeable system for assigning courses and sections outside of the rotation system above, they shall be allowed to do so provided that no instructor is able to claim courses or sections based solely on seniority or teaching experience.
7. Conflicts that cannot be resolved at the discipline level in consultation with Academic Lead will be referred to the CAO who will make final determination of assignment based on rotation principles above.
8. The only exceptions to the rotation system are:

- a. The Association President, the Professional Negotiations Committee of no more than five (5) individuals, and the P.R. & R. chairperson shall submit a schedule of their choice each semester to their respective disciplines. These schedules shall meet the contractual yearly workload provisions.
- b. Local Association members serving on State Association committees shall be assigned a class schedule that will allow the member(s) to be away from the College without missing class time with students.
- c. Classes taught as part of the Honors program shall be excluded from the rotational priority system established above; however, it shall be the responsibility of the discipline to establish a rotational priority system for Honors courses which allows a faculty member to teach an Honors course at least two (2) consecutive years.
- d. Whenever possible, faculty members attending classes at other institutions of higher education shall be given consideration in arranging their schedules.

#### D. Continuous Improvement

In order to determine whether student, faculty, institutional, and community needs are being met, the Instructional Environment Committee will examine scheduling procedures during the term of this Agreement. If it is determined that changes are necessary, the Committee will make a recommendation to the College and the Association for such change.

#### E. Provisions for class cancellation shall be as follows:

1. Classes having fewer than the minimum number of students provided below may be canceled by the CAO at the close of the regular registration period.
  - a. For all classes, except as provided in subparagraph b, c and d below, the minimum shall be fifty percent (50%) of maximum class size or ten (10) students, whichever is greater.
  - b. For single-section classes that are combined and taught at the same time, the minimum combined total shall be ten (10) students.
  - c. For a laboratory class associated with a common lecture, the minimum shall be ten (10) students, providing that there is sufficient space in uncanceled laboratory sections to accommodate all the students enrolled in any canceled sections.
  - d. For annual single section classes, the minimum shall be ten (10) students.
2. If a class which meets after 5:00 p.m. is subject to cancellation, faculty member may request the CAO that the class remain open until after the first class meeting.
  - a. If the class is still canceled, the faculty member shall not be compensated for that class meeting.
  - b. Provision a. above does not pertain to Summer semester and off-campus classes.
3. Any class being offered for the first time shall not be canceled until after the first class meeting.
4. Any faculty member having a class canceled must then assume any available workload identified below in order to fulfill his/her workload obligations.
  - a. If said faculty member's schedule includes an overload class, then this overload class shall be substituted for the canceled class.
  - b. Any overload class which the faculty member is qualified to teach offered by the discipline in

the semester.

- c. An off-campus class offered by the discipline within the College district which the faculty member is appropriately qualified to teach must be assumed. Out-of-district classes offered by the discipline may be voluntarily assumed by the faculty member. If an out-of-district class is not voluntarily assumed, the faculty member's salary shall be reduced by the proportion that the canceled class bears to the yearly maximum contact-hour load.
5. Failure of a faculty member to accept any available substitute responsibilities as defined above to fulfill his/her workload obligations shall constitute just cause for dismissal, which shall be initiated through the dismissal procedure outlined in Article V, Section Ten.
- F. If a class affecting a faculty member's load is canceled, the following provisions shall apply:
  1. If a class that is part of a faculty member's load is inadvertently canceled prior to regular class cancellation, the faculty member will schedule another class from other available sections (day and evening TBA, adjunct, overload, and off-campus courses). If no other section is available, provision three below will apply.
  2. If a faculty member is already scheduled to teach an evening or off-campus class as part of his/her load, he/she shall not be required to schedule a second evening or off-campus class unless mutually agreed upon.
  3. If the faculty members opts not to teach the second evening or off-campus class, he/she shall be given a mutually agreed upon professional assignment equivalent to the contact hours that would have been taught in the canceled class.

## **ARTICLE VI - Conditions of Employment**

### **Section Seven: Summer Semester, Off-campus, and Non-Credit Programs**

- A. Staffing of Summer semester and off-campus programs:
  1. Summer semester and off-campus shall be staffed on a voluntary basis from the full-time faculty in the disciplines involved. When this staffing is not possible, other faculty members who are qualified to teach these classes shall be granted the right of first refusal. The CAO shall make this known to all faculty in time to give them a chance to teach the classes. The only exceptions to this paragraph are as follows:
    - a. As provided for in the provisions for class cancellation Section Five, E of this Article.
    - b. In the Associate Degree (ADN) and Practical Nursing (PN) disciplines, if Summer semester cannot be staffed voluntarily by full-time faculty, they shall then be staffed voluntarily by adjunct faculty. If not enough faculty volunteer, faculty members in these disciplines shall be assigned classes on a rotational basis.
    - c. When no full-time faculty member volunteers for the class.
    - d. When a specialized class is offered which requires professional resource personnel other than those within the division.
- B. All full-time faculty member staffing assignments are to be determined on a reasonable and fair rotational system established by the individual discipline which shall take into consideration professional competence, priority rights and interest.



- C. Provisions for class size for off-campus classes and Summer semester classes shall be:
  - 1. The maximum class size for off-campus and Summer semester classes shall be the same as those established by the Agreement for regular classes.
  - 2. Off-campus and Summer semester classes having fewer than ten (10) students or fifty percent (50%) of maximum class size, whichever is greater, prior to the second class meeting may be canceled by the CAO.
- D. Non-credit programs:
  - 1. The Credit/Non-credit Collaboration Committee shall continue to meet as needed to review the relationship between the non-credit and the college credit divisions. This committee shall make a report to the President of the College and the President of the Association by the end of each academic year as needed.
  - 2. Schedules and salaries for the non-credit courses and programs shall be determined by the CAO.
- E. Compensation, at the proportional rate, shall be paid for one (1) regular meeting of any off-campus or Summer semester class which is canceled after the first meeting.

**Section Eight: Teaching Environment, Equipment and Supplies**

- A. The College shall continue its efforts to maintain adequate office and teaching areas. Procedure will be established so that faculty through the instructional Environment Committee may participate in the study, formulations of and recommendations for improving these areas within budgetary limitations. The recommendations shall include a priority rating. The CAO or designee shall coordinate and facilitate the procedures and recommendations.
- B. In addition to standard classroom and laboratory equipment, additional equipment as recommended in paragraph A above will be provided as funds for that purpose become available.
- C. Full-time faculty members will be assigned their own offices upon hiring. If necessary, offices shall be shared by no more than two (2) faculty members and shall be equipped with adequate:
  - 1. Desk and chair
  - 2. Visitor's chair(s)
  - 3. File cabinets to include one that locks
  - 4. Digital storing capabilities
  - 5. Book shelf space as requested up to 20 feet
  - 6. Telephone
  - 7. Window coverings
  - 8. Fully operational, updated computer work station and a printer
- D. Faculty members may requisition office and classroom supplies through the College purchasing system.
- E. Each full-time faculty member is entitled to have in his/her immediate possession, and without charge or deposit, a key to his/her office and a key to a door of the building in which his/her office is located.
- F. Full-time faculty members will be provided free parking in either the gated lot, McMorran or other College lot.

- G. The services of the College duplicating facilities shall be available to faculty members in the reproduction of instructional materials. A priority system shall be established for the use of duplicating facilities, with formal examination materials given first priority based on date of receipt.
- H. The College shall provide safety equipment and clothing for faculty members as required by MIOSHA. The faculty members shall use the equipment and wear the clothing at appropriate times.

**Section Nine: Voluntary Proportional Workload**

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

**ARTICLE VII - ADJUNCT FACULTY**

- A. Definition: Adjunct faculty are part-time faculty members who augment the full-time faculty members.
- B. Qualifications for hiring shall be as follows:
  - 1. Adjunct faculty members shall be hired on the recommendation of the CAO. Full-time faculty may provide input on hiring at the discretion of the CAO.
  - 2. Minimum qualification for hiring shall be in accordance with HLC, other accrediting and program guidelines, and input of full-time faculty.
- C. Terms of employment: Adjunct faculty are not guaranteed continuation of employment in their current position, nor is the status of the position they hold intended to lead to full-time status.
  - 1. Adjunct faculty shall be hired on a semester-by-semester basis.

2. All adjunct faculty shall attend a College-wide orientation with some orientation on the divisional level. Adjunct faculty shall receive seventy five (\$75) per semester for full attendance at the orientation.
  3. Adjunct faculty shall receive twenty five (\$25) dollars for full attendance at teaching 101 and an additional twenty five (\$25) dollars for full attendance at teaching 102.
  4. Adjunct faculty shall participate in student grade appeals.
  5. If an adjunct faculty member resigns during the course of a semester the resignation should be submitted in writing through the appropriate Division Administrator to the CAO. If notification of the resignation is received only verbally, the Division Administrator shall send notification of the resignation to the CAO.
  6. An adjunct faculty member may be dismissed for cause.
    - a. When an adjunct faculty member is relieved of any or all of his/her professional responsibilities after a semester has begun, the adjunct faculty member is entitled to have a meeting with a representative designated by the College, with Association representation present.
    - b. The College shall inform the adjunct faculty member, in writing, of this meeting and his/her right to representation.
  7. Adjunct faculty members may be released at the end of their contractual period without recourse to the grievance procedure.
  8. Classes may be reassigned to full-time faculty members in accordance with the provisions in this agreement.
  9. Classes having fewer than ten (10) students or fifty percent (50%) of maximum class size, whichever is greater, may be canceled by the CAO.
- D. Adjunct faculty are not guaranteed any contact hours and shall be limited to an annual maximum not to exceed seventy-five percent (75%) of a full-time faculty load.
1. Nursing clinical faculty work hours include one pre-clinical/conference hour per day at the clinical facility.
  2. For purposes of calculating hours worked, a factor of 2.25 hours worked per contact hour shall be used.
  3. Adjunct faculty members shall schedule one (1) conference hour per week.
    - a. For adjunct faculty teaching off-campus, the weekly conference hour may be held at the location of instruction.
- E. Adjunct faculty evaluation procedure.
1. Adjunct faculty shall be evaluated once each semester for the first two semesters of employment. The second evaluation may be waived at the discretion of the College upon recommendation of the evaluation team. Following the first year, adjunct faculty will be evaluated once every four (4) years.
    - a. Deadlines for evaluation and feedback are set by the CAO with input from the Academic Leads.

- b. Evaluation team shall be comprised of two (2) full-time faculty members in the same or a related discipline. If full-time faculty members in the same or related discipline are not available, full-time faculty from other areas in the same division will participate.
    - i. Probationary status faculty members may be members of the evaluation team after completion of their first year.
    - ii. If necessary, the CAO may appoint full-time faculty to serve on the evaluation team. If no full-time faculty member from any division is available, the CAO may appoint an academic administrator to serve on the evaluation committee.
  - c. A full evaluation may be completed at the discretion of the College, upon the recommendation of the evaluation team.
  - d. Evaluation includes:
    - i. Observation by the evaluation team in the classroom or clinical setting and completion of the peer review form.
    - ii. Review of the course syllabus, materials developed, and samples of graded assignments by the evaluation team.
    - iii. Self-perception.
    - iv. Student perceptions for each section taught or, for library faculty, client/student perceptions distributed to at least twenty five (25) clients and/or students.
  - e. The results of the evaluation and copies of evaluation forms, including the Student Perceptions summary, but not the individual Student Perceptions forms, will be shared with the faculty member being evaluated.
2. In the event an adjunct faculty member teaches a new prep, Student Perceptions forms will be administered for the course and reviewed by the evaluation team.
  3. The CAO shall decide whether the adjunct faculty member has attained a satisfactory level of professional performance and is eligible for future employment.
- F. Compensation: Adjunct faculty shall be compensated as follows.

1. For adjunct faculty members paid by contact hour:

<b>Education</b>	<b>Contact Hours Taught for SC4</b>	<b>19/20 Compensation Per Contact Hour</b>	<b>20/21 Compensation Per Contact Hour</b>
Bachelor's Degree	0 to 20	\$520.00	\$545.00
	21 to 50	\$620.00	\$655.00
	51 or over	\$720.00	\$750.00
Master's Degree	0 to 20	\$565.00	\$595.00
	21 to 50	\$675.00	\$725.00
	51 or over	\$850.00	\$1,000.00

2. Adjunct faculty members paid by clock hour, including librarians and clinical instructors:

Education	Clock Hours Taught for SC4	19/20 Compensation Per Clock Hour	20/21 Compensation Per Clock Hour
Bachelor's Degree (rates to begin Fall 2016)	0 to 700	\$17.44	\$18.31
	701 to 1400	\$19.96	\$20.96
	1401 to 2100	\$22.77	\$23.91
	Over 2100	\$25.59	\$26.87
Master's Degree (rates to begin Fall 2016)	0 to 700	\$19.40	\$20.37
	701 to 1400	\$21.93	\$23.03
	1401 to 2100	\$24.75	\$25.99
	Over 2100	\$27.56	\$28.94
Bachelor's Degree	Nursing Clinical	\$42.00	\$44.10
Master's Degree	Nursing Clinical	\$44.10	\$46.31
Bachelor's Degree	Allied Health	\$32.81	\$34.45
Master's Degree	Allied Health	\$34.65	\$36.38

3. Adjunct faculty who work in both the teaching and non-teaching areas shall have the hours they have worked combined to determine their compensation category.
4. Adjunct faculty members may move to a higher rate of pay the semester following working the required contact or clock hours or completing a higher degree and having the official transcripts received by the HR office.
5. Adjunct faculty members substituting for teaching faculty shall be paid their regular rate of pay as determined above, figured on a clock-hour basis, for each fifty (50) minute period worked.
6. Adjunct faculty who teach off campus will receive a stipend of seventy five dollars (\$75) per semester. Adjuncts teaching more than one (1) day per week off campus will receive an additional seventy five dollars (\$75) per semester. The maximum stipend per semester will be one hundred fifty dollars (\$150) per semester. Adjunct faculty members are not paid mileage.
7. All adjunct faculty shall receive a tuition, technology fee, and registration fee scholarship equal to the contact hour load (or equivalent clock hour load) worked at the College.
  - a. This option must be exercised within the semester of their employment or the year (including Summer semester) following.
  - b. This scholarship is for use by the adjunct faculty member, spouse, or any person who could be claimed by the faculty member as an exemption under Internal Revenue Service (IRS) regulations during the semester in which the scholarship is awarded.
  - c. Such scholarships shall not apply to courses contracted to outside entities where the cost is deemed too high by the CAO.
  - d. This provision may be waived by the CAO for faculty members where the course is related to their professional performance.
  - e. All adjunct faculty may apply to the faculty travel and conference fund for funds to be used for professional development, subject to the conditions outlined for applications to this fund.

- G. Leave: Adjunct faculty are provided with paid leave as follows:
1. For teaching adjunct faculty, one (1) paid sick or bereavement occurrence per semester not to exceed one (1) calendar day, non-cumulative. At the discretion of the College, this may be used for weather related or other unavoidable absence.
  2. For non-teaching adjunct faculty, non-cumulative sick or bereavement leave per semester, shall be based on the percentage of clock hours worked in relation to the maximum clock hour load for such position, not to exceed five (5) days.
  3. In any instances where weather or other disaster causes the cancellation of classes in the entire College or any off-campus site, affected faculty members likewise shall be dismissed without deduction of salary or leave time.
  4. Adjunct faculty may be eligible under the Family and Medical Leave Act (FMLA), as described below, for the following types of unpaid leave: serious personal illness, illness of a family member (as defined in Article IX, Section Three, E), or maternity or child care leave (as defined in Article IX, Section Three, E).
    - a. To be eligible, an adjunct faculty member must have been employed by the College for at least one (1) year, and must have worked a minimum of twelve hundred fifty (1,250) hours for the College in the preceding twelve (12) month period.
    - b. To determine the number of hours worked by a teaching adjunct faculty member during the preceding twelve (12) month period, for each class taught during that period, the number of contact hours per week for that class shall be multiplied by the number of weeks that class met and that product shall be multiplied by 2.25.
  5. For non-teaching adjunct faculty, the number of hours worked during the preceding twelve (12) month period shall be the actual number of hours worked during that period
  6. If an adjunct faculty member is eligible for leave under the Family and Medical Leave Act for one or more of the purposes listed above, the faculty member may take unpaid leave (as described in Article IX, Section Three, E) with a guaranteed return to his/her position, provided that the return to his/her position would fall within the same semester (the semester for which their services have been contracted).

## **ARTICLE VIII - FACULTY COMPENSATION**

### **Section One: General Provisions for Full-time Faculty**

- A. Salary schedules for full-time faculty members for the term of this Agreement are found in Appendix B.
- B. Faculty members' salaries for those on a twelve (12) month contract shall be computed by multiplying their normal year's pay as faculty members times 1.30.
- B. Faculty members' salaries for those on a teaching faculty's work year with an assigned Summer work period shall be computed by multiplying their normal year's pay as faculty members times 1.15.
- C. The salary of each faculty member shall be paid on a bi-weekly basis.
  1. The first pay date shall be the next to last regular College pay date in August, except for newly hired faculty members.
    - a. This pay date shall define the beginning of the faculty year except for twelve (12) month

faculty members, whose faculty year shall begin on August 17<sup>th</sup>.

- b. Newly-hired faculty members shall receive their first pay on the first day of classes.
  - c. Changes in faculty salary schedules shall take effect with the first pay of the faculty year and shall remain in effect for the entire faculty year.
2. When a normal pay day would occur on a day when classes are not in session, such payment shall be available on the last day the College is open prior to the regular pay day, or, the faculty member may request that his/her check be mailed one (1) day prior to that day.
- D. Faculty member's payment plans:
1. Twenty six (26) bi-weekly payments.
  2. Current faculty members on payment plans other than twenty six (26) bi-weekly payment plans will be allowed to continue on those plans unless the faculty member voluntarily elects to change to the twenty six (26) bi-weekly plan. Once a current member changes he/she will continue on the twenty six (26) bi-weekly payment plan.
  3. Twenty six (26) equal bi-weekly payments; faculty members selecting this option shall be notified of any year with twenty seven (27) pay dates and shall be given an option of having their base salary paid over twenty six (26) or twenty seven (27) pays.
- E. The daily earning rate of faculty members shall be computed at the rate of one (1) full day of work being equal to the following amounts:
1. For faculty members on an academic year, 1/164<sup>th</sup> of contractual salary.
  2. For faculty members on an academic year plus six (6) weeks, 1/193<sup>rd</sup> of contractual salary.
  3. For faculty members on a twelve (12) month contract, 1/222<sup>nd</sup> of contractual salary.

### **Section Two: Placement on Salary Schedule for Full-time Faculty**

- A. Determination of credit hours beyond the MA/MS level shall be as follows:
1. Hours are to be computed on a semester hour basis.
  2. All graduate level courses completed after the granting of the Master's Degree shall be considered appropriate courses for the granting of credit.
    - a. Coursework must be in the professional field, a cognate field, or higher education.
    - b. Any coursework and/or degree completed and submitted for credit under this provision must be from an accredited institution
  3. Credit shall be granted on the salary schedule for non-credit institutes/workshops and continuing education units (CEUs), subject to the following conditions:
    - a. Such institutes/workshops and CEUs must be in the faculty member's professional field, a cognate field, or higher education.
    - b. Non-credit institutes/workshops must be affiliated with or sponsored by a college or university, a nationally recognized sponsor, or state-wide organization.
    - c. Credit for non-credit institutes/workshops shall be granted on the basis of one (1) full week of participation being equal to one (1) semester hour of credit.
    - d. Credit for CEUs shall be granted on the basis of 2.5 CEUs being equal to one (1) semester

hour of credit.

- e. The CAO shall administer the granting of approval of credit.
  - f. This provision shall be retroactive for computing credit; however, no retroactive salary adjustments shall be made.
  - g. The annual Professional Development Day prior to the start of the Winter semester shall not count for credit on the salary schedule.
  - h. A faculty member requesting advancement on the salary schedule shall receive a response from the CAO within six (6) weeks of submitting the request.
  - i. Documentation required to substantiate a request for movement on the salary schedule should include:
    - i. A College Travel Form must be accompanied by some documentation establishing dates and times of attendance in order to be considered acceptable documentation for salary credit.
    - ii. Beginning July 1, 2013 documentation of all activities must be provided to the CAO annually in the academic year in which the credit is earned.
  - j. Conferences, workshops, and so on shall be converted to CEUs on the basis of 10 clock hours of attendance equals one (1) CEU; 2.5 CEUs equal one (1) credit on the salary schedule.
  - k. The time lines listed in Article VIII, Section Two shall apply equally to credit for non-credit conferences, workshops, and so on.
4. With prior approval from the CAO, faculty members teaching vocational/technical courses may be granted three (3) semester hours credit for each block of four hundred (400) hours work experience in a business or industry related to their teaching field. A maximum of fifteen (15) credit hours may be granted for such work experience.
  5. Any college year that a faculty member already at the F level of the salary schedule earns 2.5 CEUs or more, as documented in his/her annual Professional Report, he/she shall receive one hundred dollars (\$100) for his/her travel and conference fund.
    - a. This money shall be credited to the faculty member's travel fund the year after the credit is earned.
    - b. This money must be used in the college year in which it is credited.
  6. Once sufficient credit has been earned, horizontal movement on the salary schedule shall be implemented at the start of the following Fall semester, providing the official transcripts are received by the College before or during that following Fall semester; official transcripts received before the end of the designated semester shall result in pay being retroactive for that semester only.
  7. Vertical movement on the salary schedule (experience and steps) shall be implemented at the beginning of the Fall semester and on the anniversary of hiring for those faculty on a twelve (12) month work year.

### **Section Three: Non-Salary Compensation**

- A. Faculty members shall be permitted, without charge, to attend all College sponsored functions by



showing proper identification. A faculty member may have one (1) other person accompany him/her to any such activity without charge. This shall not include performances of the International Symphony or special events as designated.

- B. A scholarship will be awarded to any full-time faculty member, spouse, and any person who could be claimed by the faculty member as an exemption under IRS regulations during the semester in which the scholarship is awarded who enroll in College credit courses if there are enough other paying students to warrant the continuing of the class.
  - 1. This scholarship shall also be awarded to the spouse of any full-time faculty member who dies while actively employed by the College, as well as to any children of such faculty member who dies while actively employed by the College, provided that such children could be claimed by the faculty member as exemptions under IRS regulations at the time of the faculty member's death and until the age twenty five (25), again provided that there are enough other paying students to warrant the continuing of the class.
  - 2. Any scholarship shall include the registration fee, tuition, and technology fee, if applicable.
  - 3. Any recipient of a scholarship, as designated above, shall pay other normal fees.
  - 4. Such scholarships shall not apply to courses contracted to outside entities where the cost is deemed too high by the CAO; this provision may be waived by the CAO for faculty members where the course is related to their professional performance.
- C. The rate of reimbursement for approved travel shall be as follows:
  - 1. By car, the mileage rate allowed by the IRS.
    - a. When the IRS changes the allowable rate, said change shall go into effect at the beginning of the next semester.
    - b. There shall be no retroactive reimbursement when the mileage rate is increased.
  - 2. By commercial carrier, the actual cost, not to exceed the cost of coach class.
- D. Each division shall be allocated three hundred twenty five dollars (\$325) per full-time faculty member for individual use only for professional development/travel usage. Funds may not be transferred to other individuals. All requests must be followed with appropriate documentation to receive said funds.
- E. The College shall provide a fund for travel and conferences each year of this Agreement; the amount of money in this fund shall be forty two thousand five hundred dollars (\$42,500). Money not used in any year shall be retained in this fund and added to subsequent years' funds up to a yearly limit of forty seven thousand five hundred (\$47,500).
  - 1. Money from this fund may be requested by any full-time or adjunct faculty member for travel and conferences.
  - 2. Allocation of this money shall be by a joint Association-Administration committee composed of two (2) administrators appointed by the College President and two (2) faculty members appointed by the President of the Association.
  - 3. Monies from this fund shall be allocated as follows:
    - a. For the Fall semester, fifteen thousand (\$15,000).
    - b. For the Winter semester, fifteen thousand (\$15,000).
    - c. For the Summer semester, twelve thousand five hundred (\$12,500).

4. Any part of any semester's allocation not used during the semester may be allocated during the following semester.
  5. Decisions of this committee are not grievable.
- F. In addition to the Michigan Public School Employees Retirement System program, newly-hired full-time faculty members shall have the option of choosing the optional retirement plan provided by the College.
1. All provisions for enrollment, amounts provided by the College, and amounts to be paid by the faculty member shall be governed by the terms and conditions of the optional retirement plan adopted by the College as required by State of Michigan regulations.
  2. The optional retirement plan for eligible faculty members is described in Appendix K.

#### **Section Four: Compensation for Additional Duties**

- A. Compensation for overload and extra-duty work performed by full-time faculty and faculty members emeritus shall be as follows:
1. For teaching faculty, eight hundred fifty dollars (\$850) per contact hour beginning in the 2019/20 academic year; and one thousand dollars (\$1,000) per contact hour beginning in the 2020/21 academic year.
  2. For non-teaching faculty, twenty-eight dollars and ninety four cents (\$28.94) per clock hour for the life of the contract.
- B. Mileage for traveling to and from off-campus sites for full-time faculty shall be reimbursed at the rate defined in Section Three of this Article and shall be computed based on IRS rules and regulations including definition for the primary work location of the faculty member. In no instance will mileage be reimbursed for travel between an employee's home and their primary work location.
- C. Full-time faculty members substituting for full-time faculty shall be paid the overload rate of pay, figured on a clock-hour basis, for each fifty (50) minute period worked.
- D. Faculty members grading Writing Assessments shall be paid twenty four dollars (\$24) per clock hour worked.
- E. A full-time faculty member participating in the evaluation of a full-time or adjunct faculty member at an off-campus center shall be paid twenty five dollars (\$25) for each evaluation.
- F. Documented work related expenses for full-time faculty will be reimbursed up to one hundred dollars (\$100) for off-site teaching job requirements (e.g. drug tests, TB tests, Flu shots, CPR certification, excluding professional license).

#### **Section Five: Insurance**

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

- A. **Life Insurance:** the Board shall provide group term life insurance plus Accidental Death and Dismemberment insurance for each full-time faculty member in the amount of 1.0 x the faculty member's base salary, with a minimum of thirty thousand dollars (\$30,000). The carrier shall be selected by the Board and the premium thereon less any dividend that may be payable on said

policies shall be paid by the College. Benefits shall be payable to the employee's designated beneficiary.

**B. Group Health Insurance**

1. The College shall provide each full-time faculty member with the following amount towards the purchase of agreed upon health care:

	<u>2019-2020</u>	<u>2020-2021</u>
FF	\$16,342.66	TBD
2P	\$13,980.75	TBD
1P	\$18,232.31	TBD

The amounts set forth in this paragraph shall be adjusted annually for the plan year as the adjusted amounts are set by the State Treasurer pursuant to Section Three of the Publically Funded Health Insurance Contribution Act, MCL section 15.563.

- a. If the amount provided for health care exceeds the cost of the premium, the excess amount shall be placed in a Health Savings Account (HSA) for the benefit of the member for those members participating in an IRS qualifying HSA.
- b. Members deciding to fund their HSA may make contributions via payroll deduction to do so, not to exceed the maximum IRS allowed deduction to an eligible HSA provider.
- c. In the event the hard cap contribution provided by the College does not cover the cost of the premiums, members shall make the necessary contributions, after favorable tax treatment, per month by payroll deduction, to the cost of their health insurance.

2. Full-time faculty members not electing College paid insurance or not having a spouse receiving College paid group health insurance coverage shall receive one hundred seventy five dollars (\$175) per month, upon proof of other health insurance coverage.
3. If a faculty member finds it necessary to revert to College paid health insurance, the decision to resume College paid health insurance shall be subject to the approval of the insurance company and be subject to any restrictions thereon by the carrier.
4. SMOOTHING: In order to distribute the cost of health insurance among its members, MAHE has requested that the premium payment be smoothed between members. This involves taking the total amount available for insurance on a monthly basis and, per formula developed by the joint data team, distributing the costs among members. Recalculation will be done on a monthly basis and may result in a slight increase or decrease in the deducted amount.

C. **Dental Insurance**: The College shall provide each full-time faculty member the agreed upon dental insurance.

D. **Vision/Hearing Insurance**: The College shall provide each full-time faculty member the benefits of the College Vision Plan up to the first five hundred dollars (\$500) of expenses per fiscal year.

E. **Liability Insurance**: The Board shall provide liability insurance for all full-time and part-time faculty in the amount of one million dollars (\$1,000,000) per incident.

1. This liability insurance shall cover faculty members only when engaged in activities within the scope of their duties as described within their job description at the College.
2. The limits under the coverage shall not exceed one million dollars (\$1,000,000) for each incident occurring during a coverage year.

- F. **Disability Insurance:** The Board shall provide disability income insurance for each full-time faculty member.
1. The Board shall select the insurance carrier and pay the net premium.
  2. This insurance shall provide benefits up to 66 2/3 percent (66 2/3%) of the faculty member's regular salary, excluding bonuses, overtime, and fringe benefits, to a maximum of forty five hundred dollars (\$4,500) per month up to age 65, subject to all provisions of the carrier.
  3. The disability coverage as defined above shall be reduced by the total of the following:
    - a. Any salary continuation received by the faculty member from the College.
    - b. Any work related benefits received from other group insurance disability benefits.
    - c. Any retirement benefits receivable under the group plan.
    - d. Any disability benefits received under Social Security excluding any increases in benefits commencing twelve (12) months or more after initial total disability.
    - e. Any benefits receivable under Worker's Compensation or state disability benefit laws.
  4. Coverage shall start one hundred eighty (180) calendar days from initial disability.
  5. No new faculty member will be covered until one (1) month of continuous active employment has been completed.
  6. All faculty members, before being entitled to participate, shall sign an enrollment card during such time that he/she is in the active employment of the College.
- G. The Board agrees to make available College approved tax-sheltered annuity program as set forth in Article IV to all full-time faculty members desiring to participate in such program on a voluntary basis according to the rules and procedures in effect.
- H. The Flexible Benefits Plan offerings are summarized in Appendix J.
- I. With respect to paragraphs A through E of this section, the College's responsibility shall be to contract with a reputable insurance company(s) offering the minimum benefits described and pay the premiums of said policies. The provisions of the various group policies and the rules and regulations of the carrier or carriers shall govern as to the commencement and duration of benefits and all other aspects of coverage. Any proposed change of insurance company for coverages under B and C above must be agreed to mutually by the Association and the College.
- J. Faculty members on unpaid, long-term leaves-of-absence shall not be eligible for coverages in A, C, D and E above. Faculty members on an unpaid long-term leave of absence may continue their health insurance coverage by paying the cost of the monthly premium in advance to the Business Office, unless the leave provides continuation of health benefits as provided under the FMLA of 1993.

## **ARTICLE IX - LEAVES OF ABSENCE**

## **Section One: General Provisions**

- A. The College provides paid and unpaid leaves of absence for full-time faculty members, governed by the conditions of this Article.
- B. In any case where a faculty member is absent from his/her employment by reason of an injury compensated under the Worker's Compensation Act, if the faculty member is also paid his/her contractual salary, then the faculty member shall reimburse the College the amount paid under the Worker's Compensation Act. Leave time under the Act shall be deducted from the employee's leave time.
- C. Leave time shall be deducted only for an absence which occurs on a day for which a faculty member would normally be paid.
- D. It shall not be considered an absence when any faculty member is on college business requested and approved by the College, including court appearance and legal consultation required as a result of college employment.
- E. For all leaves of at least one semester's duration other than emergency or sick leave, the faculty member shall be obligated to notify the College, in writing, whether or not he/she shall return to the College at the end of the leave.
  - 1. If the last full semester of the leave is the Fall semester, the faculty member shall notify the College no later than September 1<sup>st</sup> as to his/her intentions regarding return to service.
  - 2. If the last full semester of the leave is the Winter semester, the faculty member shall notify the College no later than February 1<sup>st</sup> as to his/her intentions regarding return to service.
  - 3. For twelve (12) month faculty, the faculty member shall notify the College no less than six (6) months prior to the end of the leave as to his/her intentions regarding return to service.
- F. In any instances where weather or other disaster causes the cancellation of classes in the entire College or any off-campus site, affected faculty members likewise shall be dismissed without deduction of salary or leave time.
- G. If, for an appropriate reason, it is necessary to reduce a faculty member's salary because of a contractually unjustifiable absence, such deduction shall be computed at the rate defined in Article VIII, Section One, E per full day of absence.

## **Section Two: Paid Leaves-of-Absence**

- A. Application for paid leaves-of-absence, except for emergency illness, shall be submitted to the CAO on the Absence and Vacation form.
  - 1. In all instances, except in case of an emergency, approval must be obtained prior to the absence.
  - 2. Applications shall be submitted to cover emergency absences, except for illness, as soon as feasible.
- B. Faculty members must, under established procedures, report illness. Further approval is not necessary to the extent that accumulated leave time is available.
- C. Procedures for reporting illnesses shall be as follows:
  - 1. Illnesses of one (1) week or less should be reported to the Division Administrator and secretary.
  - 2. Illnesses lasting longer than one (1) week should be reported to the Division Administrator and the CAO, with an estimated date of return to work.

3. Absences due to illness shall be reported on the Absence and Vacation Form within a week of return to work.
- D. When dental or medical attention cannot be scheduled outside of College time, necessary time off shall be granted and deducted from accumulated sick leave. If a faculty member is absent in whole on a day that he/she has scheduled classes or a mandatory meeting, one (1) day will be deducted. If a faculty member is absent in part on a day that he/she has scheduled classes or a mandatory meeting, one half ( $\frac{1}{2}$ ) day will be deducted.
  - E. If a faculty member is absent in whole on a day that he/she has scheduled classes or a mandatory meeting, one (1) day will be deducted. If a faculty member is absent in part on a day that he/she has scheduled classes or a mandatory meeting, one half ( $\frac{1}{2}$ ) day will be deducted.
  - F. The provisions for sick leave shall be:
    1. At the beginning of each college year, each full-time faculty or non-teaching faculty member shall be credited with a ten (10) day sick leave allowance (or, for twelve (12) month faculty members, a twelve (12) day sick leave allowance) to be used for absences caused by illness or physical disability of the faculty member or for the purposes outlined in Family and Medical Leave in Section Three of this Article.
      - a. The unused portion of these sick days may accumulate up to a maximum of one hundred twenty (120) days.
      - b. Once a faculty member has accumulated the maximum number of sick leave days, he/she shall be credited with the year's ten (10) sick leave days at the beginning of the year, but any unused days from this allowance shall not be allowed to accumulate but will be placed in the faculty sick bank
      - c. The College shall furnish each faculty member with a written statement at the beginning of each college year setting forth the total of sick leave credit.
      - d. Twelve (12) month faculty members hired after the beginning of the faculty year shall have their sick days appropriately prorated.
    2. A bank of sick days shall be funded for use in case of catastrophic illness where an employee runs out of personal sick time. The bank shall be funded as follows:
    3. Any sick leave in excess of one hundred twenty (120) days shall be placed in the faculty sick bank.
      - a. Employees are permitted to keep their remaining accumulated days up to the maximum of one hundred twenty (120) days.
      - b. Access to the sick bank shall follow the rules as prescribed in Appendix E.
      - c. The following provisions shall govern the granting of sick days from the Sick Day Bank:
        - i. If a faculty member on extended sick leave has insufficient sick leave days to carry him/her until long-term disability insurance becomes effective, he/she shall be granted enough days from the bank to carry him/her until the effective date of such insurance.
        - ii. If a faculty member on extended sick leave has accumulated sick leave days to carry him/her beyond the point when long-term disability insurance becomes effective, he/she shall be granted sufficient days from the bank to carry him/her through the end of the semester in which his/her accumulated sick leave expires.

- iii. Faculty members on extended sick leave shall make application for long-term disability at least thirty (30) days prior to the anticipated date of eligibility.
    - iv. As long as a faculty member is receiving sick leave or sick-bank benefits, the College shall continue to pay the premiums for the insurance provided in this Agreement up to twelve (12) months to the extent allowed by the carrier.
  - 4. If a faculty member on sick leave or sick bank is eligible to receive any benefits under long-term disability insurance, he/she shall transfer these benefits to the College in return for the payment of the insurance premiums provided in subparagraph iv above.
  - 5. Once a faculty member is no longer receiving sick leave or sick bank benefits, he/she shall be allowed to purchase health insurance through the College to the extent allowed by law and the carrier.
  - 6. If it appears that a faculty member may need sick days from the sick bank, application should be made as soon as possible before accumulated sick leave is exhausted in order to prevent disruption in salary and other benefits. Application should be made in accordance with the guidelines in Appendix E of this Agreement.
  - 7. Full-time faculty members teaching extra-duty assignments shall be entitled to non-cumulative sick leave as follows:
    - a. For faculty members teaching in Summer semester, sick leave shall be limited to one (1) calendar day per session, non-cumulative, beyond which classes shall be made up or salary reduced proportionately.
  - 8. In the event that the College questions a faculty member's medical ability to perform his/her duties, it may require a statement from his/her doctor that he/she remains able to continue his/her employment
- G. The provisions for personal leave shall be:
- 1. Non-cumulative paid personal leave shall be granted upon application to the CAO for the purposes listed below and to the extent indicated. Additional leave time requested for the reasons below in excess of the maximum indicated, if approved, shall be chargeable to sick leave. If a faculty member is absent in whole on a day that he/she has scheduled classes or a mandatory meeting, one (1) day will be deducted. If a faculty member is absent in part on a day that he/she has scheduled classes or a mandatory meeting, one-half ( $\frac{1}{2}$ ) day will be deducted
    - a. Illness of a member of the immediate family which requires the presence of the faculty member as determined by a consulting physician. Immediate family shall include: Mother, father, son, daughter, brother, sister, spouse, mother-in-law, father in-law, son-in-law, and daughter-in-law, grandparents, step-grandparents, step-parents, step-sister, step-brother, or anyone residing in the home, up to five (5) days per year maximum.
    - b. Death in the immediate family. (Same definition of immediate family as above.) Up to five (5) days per occurrence.
    - c. Personal business, two (2) days per year.
    - d. Upon application to the CAO, personal leave days shall be granted for the reasons listed below. The maximum yearly number of such paid personal leave days granted to a faculty member shall be no more than two (2) days. Additional leave time requested for the below reasons, providing that such additional leave does not exceed the maximum indicated, shall

be chargeable to sick leave.

- i. Death of a member of the non-immediate family, up to three (3) days.
- ii. Death of a close personal friend, one (1) day.
- iii. Court subpoena or summons. As required by the court.
- iv. Graduation of the faculty member, spouse, son or daughter, one (1) day if in Michigan, or up to three (3) days outside of Michigan.
- v. Marriage of the faculty member, son or daughter, one (1) day.

2. Faculty members may be asked to explain the reason for any personal business leave requested for a day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

H. If a faculty member is called upon to serve on jury duty during the contract period, and cannot be excused from such service, the College agrees to pay the faculty member his/her contractual salary and the faculty member shall reimburse the College the amount of the jury duty pay.

### **Section Three: Unpaid Leaves-of-Absence**

- A. Applications for unpaid leave shall be submitted in writing to the CAO and shall be subject to approval by the College in accordance with provisions herein.
- B. The College may grant up to thirty (30) College days leave in an emergency
- C. A statement from a physician in cases of extended illness or maternity may be requested by the College at the faculty member's expense.
- D. Faculty members on unpaid leaves other than those that provide for continuation of health benefits may arrange to have the College continue to pay their medical and life insurance premiums during their leaves; such arrangements will provide for repayment of such premiums by the faculty member on a monthly or quarterly basis.
- E. The following types of unpaid leaves may be granted by the College:
  1. Extended Illness: Request for this type of leave may be initiated by a full-time faculty member, or by the President for the faculty member, where an extended physical or mental illness precludes performance of assigned duties.
    - a. Such leave shall be granted for a maximum of one (1) year after all accumulated paid leave has been used.
    - b. The faculty member may request two (2) one (1) year extensions to the original leave; however, the faculty member waives the right to job assignment when requesting a leave extension.
    - c. For a Temporary status faculty member, the leave granted under the terms of this paragraph may not extend beyond the termination date of his/her contract.
    - d. Faculty members on extended illness leave shall notify the College of their intentions to return to work in accordance with provisions and time lines in Section One of this Article.
    - e. Faculty members may designate a portion of this type of leave as Family and Medical Leave (see Section Three, E.4 of this Article]; health benefits shall be continued for any portion of



such leave that is designated as FMLA. Paragraph E.4 of this Section shall apply for faculty members wishing to continue their health benefits past the last date of the coverage under this provision.

2. Maternity, Adoption, and/or Foster Care: A faculty member may request leave with continuation of health benefits as provided below for the care of a newly-born child or the placement of a child for adoption or foster care.
  - a. Leave for the actual birth or the doctor-prescribed recovery as well as maternity-related illness is sick leave and is governed by the provisions relating to sick leave in Section Two, A through F of this Article.
  - b. Application for such leave shall be made in accordance with Section Three, A through C of this Article; such leave shall be granted for a maximum of one (1) year.
  - c. The faculty member may request two (2) one (1) year extensions to the original leave; however, the faculty member waives the right to job assignment when requesting a leave extension.
  - d. Health benefits may be continued for a portion of this leave if that portion is designated as Family and Medical Leave (see Paragraph E.4 below).
  - e. Faculty members on this type of leave shall notify the College of their intentions to return to work in accordance with provisions and time lines in Section One of this Article.
  - f. The faculty member shall notify the College of a potential adoption, foster care placement, or pregnancy as soon as is practical, and the leave must commence within twelve (12) months of the birth, adoption, or placement for foster care.
    - i. Any FMLA designated portion of the leave must end within twelve (12) months of the birth, adoption, or placement for foster care.
  - g. Faculty members are encouraged to begin and end maternity, adoption and foster care leaves at the beginning of a college year or at a semester end, when possible, to avoid unnecessary faculty changes for students.
  - h. This type of leave is unpaid.
    - i. A faculty member may, at his or her option, use any or all of his/her own accumulated sick and/or vacation days in order to designate a portion of this leave as paid leave.
    - ii. Such designation shall be made at the beginning of the leave, and shall in no case exceed twelve times the faculty member's regular number of work days per week [for purposes of this calculation, teaching faculty are assumed to have five (5) day work weeks].
3. Family Illness: A faculty member shall be granted leave as provided below for a situation involving a serious health condition on the part of the faculty member's spouse, parent, grandparent, or child.
  - a. A faculty member may, at his/her option, use any or all of his/her own accumulated sick and/or vacation days for this type of leave, in which case the leave shall be paid leave.
    - i. The maximum number of sick and/or vacation days which may be used for this purpose during a given year shall be twelve (12) times the faculty member's regular number of work days per week [for the purposes of this calculation, teaching faculty are assumed to have a five (5) day work week].

- ii. Notice of this option must be made at the time the leave is taken.
  - b. If accumulated sick and/or vacation days are not available or used, this type of leave is unpaid and must be designated as Family and Medical Leave (as described in Paragraph E-4 below)
  - c. This type of leave may be taken as non-consecutive days or parts of days; the maximum number of days available shall apply to the total of such days taken.
  - d. Family members shall be defined as follows:
    - i. A spouse shall be defined as husband or wife.
    - ii. A parent shall be defined as a biological parent, stepparent, or anyone who treated the faculty member as a son or daughter while he/she was under the age of eighteen (18).
    - iii. A child shall be defined as a biological, adopted, or foster child under the age of eighteen (18), anyone under the age of eighteen (18) who is treated as the faculty member's child, such as stepchildren or grandchildren living with the faculty member, and disabled children of any age.
  - e. Faculty members taking this type of leave shall be reinstated to their positions upon termination of the leave.
4. Family and Medical Leave: Any of the leaves described in this Section as well as Extended Illness leave, as described in Section Three, C of this Article, may qualify for designation of all or part of those leaves as FMLA under applicable Federal law, as provided below:
- a. Only eligible faculty may have leave designated as Family and Medical Leave; faculty are eligible if they have been employed by the College for at least one (1) year, and worked full-time or at least 1,250 hours for the College in the preceding year.
  - b. Leave may only be designated as Family and Medical Leave up to a maximum of twelve (12) times the faculty member's regular number of work days per week (for purposes of this calculation, teaching faculty are assumed to have five-day work weeks).
  - c. The period during which the maximum of paragraph (b) above shall apply is the calculation year; a faculty member's calculation year commences on his/her first day of FMLA-designated leave that does not fall within an already established calculation year and continues for three hundred sixty five (365) calendar days from that date.
5. Faculty members shall be reinstated to their positions at the termination of any Family and Medical Leave.
- a. The faculty member shall designate any qualifying leave or portion of leave as Family and Medical Leave at the time the leave is requested.
  - b. For any leave or portion of a leave that is designated as Family and Medical Leave, the College shall continue the health benefits of the faculty member.
  - c. A faculty member cannot be refused leave as described in this Section or in Paragraph E of Section Three of this Article to the extent that he/she has available Family and Medical Leave as described in this paragraph.
  - d. When calculating the number of Family and Medical Leave days used, only days on which the faculty member would normally work may be counted.
6. Emergency: The College may, at its discretion, grant a special unpaid emergency leave of absence to any full-time faculty member for a period not to exceed two (2) semesters.

- a. Requests for such leave should be made in writing to the CAO, stating the reasons which would constitute the emergency.
  - b. If the College grants the leave, it shall state the length of time for which the leave is granted.
    - i. The faculty member shall request a return to duty within said leave time.
    - ii. If request to return is made, the faculty member shall be returned to employment.
    - iii. If return is not requested within the period of leave, the faculty member may return as soon as a position is available.
  - c. If no return is requested within one (1) year after the end of the leave, the faculty member forfeits his/her status with the College.
  - d. Sick leave will not be allowed for this type of leave of absence, nor will any extensions be granted.
  - e. For a temporary status faculty member, the leave granted under the terms of this paragraph may not extend beyond the termination date of his/her contract.
7. Advanced Study: An unpaid leave of absence of up to one (1) year may be granted to any continuing status faculty member.
- a. Applications for such leave should be submitted as follows:
    - i. For the Fall semester: on or before February 1<sup>st</sup>.
    - ii. For the Winter semester: on or before September 1<sup>st</sup>.
  - b. No more than two (2) members of the total faculty shall be granted leaves-of-absence for this reason in any one (1) year; priority shall be given to faculty members requesting a second consecutive year of leave for advanced study.
  - c. Advanced study must increase the faculty member's teaching or professional competency and be accomplished in a suitable accredited college or university or approved course in a military school.
  - d. Upon return from such a leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during such a period.
8. Overseas Teaching: An unpaid leave may be granted to any continuing status faculty member for one (1) tour of duty served in an overseas teaching assignment.
- a. Requests for such leave should be submitted as follows:
    - i. For the Fall semester: on or before February 1<sup>st</sup>.
    - ii. For the Winter semester: on or before September 1<sup>st</sup>.
  - b. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during such a period.
9. Peace Corps: An unpaid leave may be granted to any continuing status faculty member for one (1) tour of duty served as a member of the Peace Corps.
- a. Requests for such leave should be submitted as follows:

- i. For the Fall semester: on or before February 1<sup>st</sup>.
    - ii. For the Winter semester: on or before September 1<sup>st</sup>.
  - b. No increment credit shall be allowed.
10. Political: An unpaid leave may be granted to any continuing status faculty member for the period of campaigning for political office or for actual service in a full-time political office.
- i. Application for such leave should be made as soon as the faculty member decides to seek leave for political office or upon receipt of notification of an impending political appointment.
  - ii. No increment credit will be allowed.
  - iii. No leave time shall be deducted.
11. Military: A military leave shall be granted to any faculty member who shall be inducted or who shall enlist for one (1) enlistment period for military duty in any branch of the Armed Forces of the United States.
- a. Except in case of emergency, application for such leave should be made at least thirty (30) days in advance of the induction, enlistment, or commitment.
  - b. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crisis or emergencies.
  - c. Upon return from such leave, in accordance with the requirement of applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.
  - d. When a faculty member must take temporary military leave (not to exceed fourteen [14] college days) during the contractual period, he/she shall notify the CAO at least thirty (30) days prior to the beginning of such leave.
  - e. The faculty member shall not be compensated by the College during the time such military leave is in effect.
12. In-service: An unpaid leave of absence for a period not to exceed two (2) semesters, at the discretion of the College, may be granted to any continuing status faculty member.
- a. Requests for such leave should be made in writing to the CAO, describing the expected augmentation of the faculty member's professional development as a result of said leave.
  - b. Leaves applicable to this provision shall be requested in writing, and approval, if granted, will be provided ninety (90) days prior to the effective date of the leave. Requests for in-service leave should be submitted as follows:
    - i. For the Fall semester: on or before February 1<sup>st</sup>.
    - ii. For the Winter semester: on or before September 1<sup>st</sup>.
  - c. The faculty member will return to his/her position upon completion of said leave, unless his/her position is altered by College decision(s) pursuant to the provisions of Article V, Section Nine, of this Agreement.
  - d. During this period of leave, the faculty member will assume the cost of those employment benefits he/she may select to continue during the period of leave. The faculty member, if

eligible will be awarded the appropriate increment on the salary schedule for the leave granted under this provision.

- e. All provisions for replacement of the faculty member while on leave will be determined by the CAO.
13. Service as an Officer: A leave of absence of up to one (1) year shall be granted to any continuing status faculty member upon application for the purpose of serving as an officer of any professional association or on its staff.
- a. Application for such leave should be made as soon as the faculty member decides to seek office or upon receipt of notification of appointment to office.
  - b. The College may extend such leave beyond the one (1) year limit if it so desires.
  - c. No increment credit will be allowed for such leave.
  - d. Return to duty will always be contingent upon the availability of a position for which the faculty member is qualified.
14. Institutional: An unpaid leave of absence for a period not to exceed two (2) semesters may be granted, at the discretion of the College, to any continuing status faculty member for the purpose of serving the College in some capacity other than his/her regular institutional assignment.
- a. Request for such leave shall be made in writing to the CAO, describing the purpose of the leave.
  - b. Requests for such leave should be submitted as follows:
    - i. For the Fall semester: on or before February 1<sup>st</sup>.
    - ii. For the Winter semester: on or before September 1<sup>st</sup>.
  - c. The faculty member shall return to his/her position upon completion of said leave unless his/her position is altered by College decision pursuant to the provisions of Article V, Section Nine, of this Agreement.
  - d. The faculty member shall be awarded salary schedule increments and seniority as follows:
    - i. The faculty member shall be awarded the appropriate increment on the salary schedule for the leave granted under this provision, unless the position being filled is an excluded position as defined in the Legal Preamble and Article I.
    - ii. The faculty member on leave shall continue to accrue seniority unless the position being filled by the faculty member is an excluded position as defined in the Legal Preamble and Article I.
    - iii. If the faculty member is filling an excluded position, then seniority shall be determined by the provisions of Article V, Section Four, B.1.
  - e. Salary and benefits for the faculty member on leave shall be determined by the conditions of the position being filled except that such salary and benefits shall not be less than the faculty member would have received had he/she remained in his/her regular institutional assignment.
  - f. Any faculty member on institutional leave shall be replaced by a temporary status faculty member; however, this provision may be waived by mutual consent between the College and the Association.

#### **Section Four: Sabbatical Leave**

- A. The College may grant sabbatical leaves; such leaves, if granted, will be in accordance with the following provisions:
1. Sabbatical leave shall be interpreted as leave from duty granted to any continuing status faculty member after six (6) years of active service at St. Clair County Community College for the purpose of improving instruction. Sabbatical leave may be granted for one (1) year or for one (1) semester.
  2. Leave granted for professional study, for work on publication, for travel, or for travel combined with study, or for any other reason which, in the opinion of the College, will improve instruction at the College or will improve the efficiency of the faculty member shall be considered consistent with the purpose of sabbatical leave.
  3. Remuneration to a faculty member granted sabbatical leave shall be at the rate of one half ( $\frac{1}{2}$ ) the salary to be received at the time the leave begins for one (1) year or full pay for one half ( $\frac{1}{2}$ ) year; remuneration shall also include insurance benefits.
  4. Not more than two (2) members of the faculty shall be granted sabbatical leave in any one year.
- B. In determining his/her recommendations on requests for sabbatical leaves, the College shall consider the following items:
1. The extent of the applicant's professional study, growth, contribution and successful service during the applicant's employment with St. Clair County Community College.
  2. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
  3. The length of uninterrupted service at St. Clair County Community College.
  4. Reasonable and equitable distribution of applicants among the areas and departments of the College.
- C. A faculty member granted sabbatical leave shall not engage in remunerative work while on leave without the approval of the College. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are accepted.
- D. A faculty member who receives a sabbatical leave shall return to the College for a period of two (2) years or refund the salary received during the leave period.
1. Promissory notes will be signed by the faculty member at the time sabbatical leave is granted.
    - a. One (1) note will be signed for half ( $\frac{1}{2}$ ) of the salary to be received during such a leave and made payable one (1) month after the faculty member is scheduled to return to the College.
    - b. The second note shall also be signed for half of the salary to be received during such leave and made payable one (1) year and one (1) month after the faculty member is scheduled to return to the College.
  2. These promissory notes shall be returned to the signer on a prorated basis as follows:
    - a. The first note shall be returned to the faculty member without any interest cost when the faculty member completes two (2) semesters after returning to the College.
    - b. The second note shall be returned to the faculty member without any interest cost when the faculty member returns to the College for the second year following his/her sabbatical leave.
  3. In case of death or permanent disability which precludes the faculty member from returning to

work as scheduled, the promissory notes shall be canceled.

- a. In case of less than permanent disability, the first promissory note shall be due one month after the faculty member is able to return to work and shall be returned to the faculty member without any interest cost when the faculty member completes two semesters after returning to the College.
  - b. The second promissory note shall be due one year and one month after the faculty member is able to return to work and shall be returned to the faculty member without any interest cost when the faculty member returns to the College for the second year after he/she is able to return to work.
4. In the event the faculty member's position has been reduced in accordance with Article V, Section Nine, he/she shall not be obligated to refund the salary received during the leave period.
- E. Requests for sabbatical leave should be submitted as follows:
1. For the Fall semester: on or before February 1<sup>st</sup>.
  2. For the Winter semester: on or before September 1<sup>st</sup>.

## **ARTICLE X - GRIEVANCE PROCEDURES**

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

determination within the time lines provided at any formal level shall concede the grievance.

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

C. Definitions:

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

D. Informal Level: This is a professional step taken informally by the individual member, group of faculty members, and/or the Association representative by requesting, in writing, a meeting with the CAO to discuss a grievance,

1. A grievance must be made within thirty (30) College days of the occurrence of the event or condition causing the grievance.
2. This meeting shall take place within five (5) College days of a request for the meeting.
3. No written record of the determination is required, unless requested by the faculty member and/or Association at the time the grievance is filed.
4. If a written determination of the grievance is requested, it shall be issued within five (5) College days of the hearing.

**E. Formal Level: Step 1**

1. All formal grievances shall be filed in writing and submitted to the President after completion of the informal level.
2. Formal grievances must be filed within ten (10) College days of the conclusion of the hearing at the informal level or receipt of the determination, whichever is later.
3. Within ten (10) College days of receipt of the grievance, the President shall hold the necessary hearings.
4. The President shall issue a written determination within five (5) College days of the conclusion of the hearing.

**F. Formal Level: Step 2**



1. Appeal from the determination of the President at Step 1 in cases involving dismissal only may be made by presenting a written appeal to the Secretary of the Board within ten (10) College days of receipt of the determination at Step 1.
2. Within ten (10) College days of receipt of the appeal, the Board shall hear the appeal at a regular or special meeting when called by the Chairperson of the Board.
3. The Board shall issue a written determination within five (5) College days of the conclusion of the hearing.
4. If the determination of the Board at this Step requires official action, the Board shall take action at the next regular or special meeting to confirm the determination made.

#### **G. Formal Level: Step 3**

1. If the Association is not satisfied with the disposition of the grievance by the President or by the Board in cases involving dismissal, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator.
2. Individual faculty members shall not be able to initiate arbitration.
3. The Association must file within twenty (20) College days following the denial of the grievance at Step 1, not counting June or July.
4. Such notice to arbitrate shall be in writing and shall be served upon the Secretary for the Board within said twenty (20) College-day periods.
5. If the parties cannot agree as to the arbitrator within five (5) College days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
6. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
7. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
8. Arbitrators' awards shall become final and binding on both of the parties.
9. Any award based on findings by the arbitrator shall be in writing including his factual finding and conclusions.
10. The fees and expenses of the arbitrator shall be shared equally by the parties.

### **ARTICLE XI - AGREEMENT EFFECTUATION**

- A. This Agreement shall supersede any rules, regulations or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or bylaw provisions of the Association heretofore in effect.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall constitute the full complete commitment between both parties and shall not

be altered, changed, added to, deleted from or modified during the term of this Agreement without mutual consent of both parties.

- D. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal College year and the avoidance of disputes which threaten to interfere with such operation.
  - 1. Since parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during this period of this Agreement.
  - 2. The Association, accordingly, agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, work slowdown, or work stoppage at St. Clair County Community College, as defined by Section One of the Public Employment Relations Act.
- E. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section Ten of the Public Employment Relations Act.
- F. The College shall furnish electronic copies of this Agreement to all faculty members.
- G. There shall be two (2) signed copies of the final Agreement for the purpose of record. One (1) copy shall be retained by the Association and one (1) by the College.
- H. The Appendices attached to this Agreement are, without exception, included as provisions of this Agreement.
- I. All Letters of Agreement signed during the term of this Agreement are, without exception, included as provisions of this Agreement.

## **ARTICLE XII – DURATION OF THE AGREEMENT**

This MAHE Agreement shall be effective as of August 9, 2022 and shall continue in effect through the end of the Summer semester, August 11, 2025. During the 2024-2025 College year, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.

### **Board of Trustees**

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Vice Chairperson

By: \_\_\_\_\_  
President

### **MAHE Association**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date of Signing

## APENDIX A-1 2019-2020 COLLEGE CALENDAR – 16 weeks

<b>Fall 2019</b>	
New Faculty Report	August 14, 2019
All Faculty Report	August 16, 2019
Classes Begin	August 19, 2019
Labor Day - No classes	September 2, 2019
Early Alert Grades Due (at noon)	September 30, 2019
Thanksgiving Break	November 27-29, 2019
Classes Resume	December 2, 2019
Finals Begin	December 9, 2019
Fall Semester Ends	December 13, 2019
Final Grades Due (at noon)	December 16, 2019

<b>Winter 2020</b>	
New Faculty Report - In Services	January 9, 2020
All Faculty Report	January 10, 2020
Classes Begin	January 13, 2020
Early Alert Grades Due (at noon)	February 24, 2020
Spring Break	March 9-13, 2020
Classes Resume	March 16, 2020
Finals Begin	May 4, 2020
Commencement	May 8, 2020
Winter Semester Ends	May 8, 2020
Final Grades Due (at noon)	May 11, 2020

<b>Summer 2020</b>	
Classes Begin	May 18, 2020
Memorial Day - No Classes	May 25, 2020
Independence Day - No Classes	July 3, 2020
Summer Semester Ends	August 7, 2020
Final Grades Due (at noon)	August 10, 2020

This calendar applies to all instructional divisions of the College, on-campus and off-campus.

**APENDIX A-2**  
**2020-2021 COLLEGE CALENDAR – 16 weeks**

<b>Fall 2020</b>	
New Faculty Report	August 19, 2020
All Faculty Report	August 21, 2020
Classes Begin	August 24, 2020
Labor Day - No classes	September 7, 2020
Early Alert Grades Due (at noon)	October 5, 2020
Thanksgiving Break	November 25-27, 2020
Classes Resume	November 30, 2020
Finals Begin	December 14, 2020
Fall Semester Ends	December 18, 2020
Final Grades Due (at noon)	December 21, 2020

<b>Winter 2021</b>	
All Faculty Report	January 7-8, 2021
Classes Begin	January 11, 2021
Early Alert Grades Due (at noon)	February 22, 2021
Spring Break	March 8-12, 2021
Classes Resume	March 15, 2021
Finals Begin	May 3, 2021
Commencement	May 7, 2021
Winter Semester Ends	May 7, 2021
Final Grades Due (at noon)	May 10, 2021

<b>Summer 2021</b>	
Classes Begin	May 17, 2021
Memorial Day - No Classes	May 31, 2021
Independence Day - No Classes	July 5, 2021
Summer Semester Ends	August 6, 2021
Final Grades Due (at noon)	August 9, 2021

This calendar applies to all instructional divisions of the College, on-campus and off-campus.

## APENDIX A-3 2021-2022 COLLEGE CALENDAR – 16 weeks

<b>Fall 2021</b>	
New Faculty Report	August 18, 2021
All Faculty Report	August 20, 2021
Classes Begin	August 23, 2021
Labor Day - No classes	September 6, 2021
Early Alert Grades Due (at noon)	October 4, 2021
Thanksgiving Break	November 24-26, 2021
Classes Resume	November 29, 2021
Finals Begin	December 13, 2021
Fall Semester Ends	December 17, 2021
Final Grades Due (at noon)	December 20, 2021

<b>Winter 2022</b>	
All Faculty Report	January 6-7, 2022
Classes Begin	January 10, 2022
Early Alert Grades Due (at noon)	February 21, 2022
Spring Break	March 7-11, 2022
Classes Resume	March 14, 2022
Finals Begin	May 2, 2022
Commencement	May 6, 2022
Winter Semester Ends	May 6, 2022
Final Grades Due (at noon)	May 9, 2022

<b>Summer 2022</b>	
Classes Begin	May 16, 2022
Memorial Day - No Classes	May 30, 2022
Independence Day - No Classes	July 4, 2022
Summer Semester Ends	August 5, 2022
Final Grades Due (at noon)	August 8, 2022

This calendar applies to all instructional divisions of the College, on-campus and off-campus.

## APPENDIX B MAHE - 2019/20

<b>Steps</b>	<b>Education Level Years of Exp</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>0</b>	<b>0</b>	<b>38,108</b>	<b>42,173</b>	<b>46,236</b>	<b>50,301</b>	<b>54,364</b>	<b>58,429</b>
<b>1</b>	<b>1</b>	<b>40,953</b>	<b>45,018</b>	<b>49,081</b>	<b>53,146</b>	<b>57,209</b>	<b>61,274</b>
<b>2</b>	<b>2</b>	<b>43,798</b>	<b>47,862</b>	<b>51,926</b>	<b>55,990</b>	<b>60,054</b>	<b>64,119</b>
<b>3</b>	<b>3</b>	<b>46,643</b>	<b>50,707</b>	<b>54,771</b>	<b>58,835</b>	<b>62,899</b>	<b>66,963</b>
<b>4</b>	<b>4</b>	<b>49,488</b>	<b>53,552</b>	<b>57,616</b>	<b>61,680</b>	<b>65,744</b>	<b>69,808</b>
<b>5</b>	<b>5</b>	<b>52,332</b>	<b>56,397</b>	<b>60,461</b>	<b>64,525</b>	<b>68,589</b>	<b>72,653</b>
<b>6</b>	<b>6</b>	<b>55,177</b>	<b>59,242</b>	<b>63,305</b>	<b>67,370</b>	<b>71,433</b>	<b>75,498</b>
<b>7</b>	<b>7</b>	<b>58,022</b>	<b>62,087</b>	<b>66,150</b>	<b>70,215</b>	<b>74,278</b>	<b>78,343</b>
<b>8</b>	<b>8</b>	<b>60,867</b>	<b>64,932</b>	<b>68,995</b>	<b>73,060</b>	<b>77,123</b>	<b>81,188</b>
<b>9</b>	<b>9</b>	<b>63,712</b>	<b>67,776</b>	<b>71,840</b>	<b>75,904</b>	<b>79,968</b>	<b>84,032</b>
<b>10</b>	<b>10</b>	<b>66,557</b>	<b>70,620</b>	<b>74,685</b>	<b>78,748</b>	<b>82,813</b>	<b>86,877</b>
<b>11</b>	<b>11</b>	<b>69,402</b>	<b>73,465</b>	<b>77,530</b>	<b>81,593</b>	<b>85,658</b>	<b>89,721</b>
<b>12</b>	<b>12</b>	<b>72,247</b>	<b>76,310</b>	<b>80,375</b>	<b>84,438</b>	<b>88,503</b>	<b>92,566</b>

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

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

## APPENDIX B MAHE - 2020/21

<b>Steps</b>	<b>Education Level Years of Exp</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>0</b>	<b>0</b>	38,935	43,088	47,239	51,393	55,544	59,697
<b>1</b>	<b>1</b>	41,842	45,995	50,146	54,299	58,450	62,604
<b>2</b>	<b>2</b>	44,748	48,901	53,053	57,205	61,357	65,510
<b>3</b>	<b>3</b>	47,655	51,807	55,960	60,112	64,264	68,416
<b>4</b>	<b>4</b>	50,562	54,714	58,866	63,018	67,171	71,323
<b>5</b>	<b>5</b>	53,468	57,621	61,773	65,925	70,077	74,230
<b>6</b>	<b>6</b>	56,374	60,528	64,679	68,832	72,983	77,136
<b>7</b>	<b>7</b>	59,281	63,434	67,585	71,739	75,890	80,043
<b>8</b>	<b>8</b>	62,188	66,341	70,492	74,645	78,797	82,950
<b>9</b>	<b>9</b>	65,095	69,247	73,399	77,551	81,703	85,855
<b>10</b>	<b>10</b>	68,001	72,152	76,306	80,457	84,610	88,762
<b>11</b>	<b>11</b>	70,908	75,059	79,212	83,364	87,517	91,668
<b>12</b>	<b>12</b>	73,815	77,966	82,119	86,270	90,424	94,575

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

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



## APPENDIX C - DEFINITIONS

- A. **Academic Lead:** Assists the Division Administrator/CAO in coordinating the operation of the division faculty in curricular and academic activities.
- B. **Accredited institution:** One accepted by the Council for Post-Secondary Accreditation and listed in the Council Annual Directory or an institution acceptable under the guidelines established by the National Council on Evaluation of Foreign Education.
- C. **Back Load:** Hours taught in the Winter semester or Summer semesters to make up for a contact hour deficit from the preceding semester.
- D. **Base Load:** All contact hours used to fulfill the contractual contact hour teaching load.
- E. **Class:** A course section and its accompanying laboratory as identified in the College Schedule of Classes.
- F. **CAO:** The administrator appointed by the College as the head of all academic services.
- G. **Clinical experience:** Laboratory courses offered in the Associate Degree Nursing, Practical Nursing disciplines and Radiological Technology.
- H. **College Day:** Any day the College is open for regular business.
- I. **Continuing Education Unit (CEU):** Ten (10) clock hours of educational activity.
- J. **Division:** One or more disciplines in an area.
- K. **Discipline:** Faculty members who teach courses which have common characteristics and are grouped in the catalog with the same acronym in the course number, i.e.: ENG, CHM, SPC, PSY, etc.
- L. **Division Administrator:** Career Plan member assigned by the College to coordinate the divisional activities and assist the CAO as necessary.
- M. **Front Load:** Hours taught or worked prior to a Fall or Winter semester, but credited to a Fall or Winter semester.
- N. **Imbalanced Load:** Load which is less than or greater than one half ( $\frac{1}{2}$ ) a faculty member's annual contact hour load. Load greater than one half ( $\frac{1}{2}$ ) a faculty member's annual load shall be considered imbalanced load if the faculty member is not receiving overload compensation for the extra hours.
- O. **Involuntary Leave of Absence:** A leave of absence which is obligatory, does not require the consent of the instructor, and is subject to the provisions of Article V, Section Six.
- P. **Preparation:** Each different course (as approved by the Curriculum Committee/listed in the college catalog) taught by a faculty member.
- Q. **Priority Rights:** Those discipline rights based on years of service within the discipline. They are one of the elements used in establishing a rotational system for determining schedules, overload, and extra-duty. Priority rights have no role within the staff reduction process.
- R. **Program Lead:** Assists the division administrator/CAO in coordinating the division faculty in curricular and academic activities.
- S. **Proper Identification:** Current staff library card and/or Skippers One card.

- T. **Reassignment**: A faculty member being assigned a full workload in a new discipline or non-teaching area.
- U. **Split-discipline Assignment**: A faculty member assigned a workload in two or more discipline and/or nonteaching areas.
- V. **Voluntary**: Not being obligatory but shall be with the consent of the faculty member.

## **APPENDIX D - DISCIPLINE/DIVISION STRUCTURE**

### **BUSINESS & INFORMATION TECHNOLOGIES**

Accounting (ACCT)  
Business (BUS)  
Computer Information Systems (CIS)  
Office Administration (OA)

### **HEALTH & HUMAN SERVICES**

Associate Degree Nursing (ADN)  
Emergency Services (EMT)  
Fire Science (FS)  
Health Education (HE)  
Health Information Technology (HIT)  
Medical Assisting (MA)  
Office Administration (OA Medical)  
Paramedic (PARA)  
Physical Education (PE)  
Practical Nursing (PN)  
Radiological Technology (RAD)

### **SCIENCE, TECHNOLOGY, ENGINEERING & MATH**

Astronomy (AST)  
Biology (BIO)  
Chemistry (CHM)  
Engineering Technology – Electronics (ETE)  
Engineering Technology – Engineering  
Graphics/CAD (ETG)  
Engineering Technology – Mechatronics (ETM)  
Engineering Technology – Precision Machining (ETP)  
Engineering Technology – Renewable and Alternative Energy (ETA)  
Engineering Technology – Welding and Fabricating (ETW)  
Geography (GEO)  
Geology (GLG)  
Math (MTH)  
Natural Resources (NTR)  
Physical Science (PHS)  
Physics (PHY)

### **HUMANITIES**

Graphic Design (ACD)  
Art (ART)  
Communications Media (CM)  
English (ENG)  
French (FR)  
German (GR)  
Music (MUS)  
Philosophy (PHL)  
Reading (RD)  
Spanish (SP)  
Speech (SPC)  
Theatre Arts (THA)

### **SOCIAL SCIENCE**

Anthropology (ANT)  
Criminal Justice (CJ)  
Early Childhood Education (ECE)  
Education (ED)  
History (HIS)  
Human Services (HS)  
Political Science (PS)  
Psychology (PSY)  
Sociology (SOC)

## **APPENDIX E - RULES AND PROCEDURES FOR ADMINISTERING THE SICK-DAY BANK**

### **Rules:**

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

### **Procedures:**

- A. An application form may be secured from the Office of Human Resources by the applicant or a representative.
- B. The form is to be filled out by the applicant and sent to the Chairperson of the Sick Bank Committee.
- C. Within ten (10) college days of the receipt of the application, the Sick Day Bank Committee shall meet, evaluate, and decide on the applicant's request.
- D. The Chairperson will notify the applicant and the Office of Human Resources of the action taken by the Committee, and distribute copies of the completed application as follows:
  - a. The original is to be retained by the Chairperson of the Sick Day Bank Committee
  - b. One copy to be sent to the Office of Human Resources
  - c. One copy to be sent to the Association President
  - d. One copy to be sent to the applicant
  - e. One copy to be sent to the CAO
- E. Each case may be reevaluated by the Committee, if and when necessary.
- F. The faculty member shall inform the office of the CAO of the date of his/her return, and in turn, said office shall notify the Chairperson of the Committee. Days granted from the Sick Bank shall be subject to the following limitations:

0-1 year	50 day limit
1-2 years	60 day limit
2-3 years	70 day limit
3-4 years	80 day limit
4-5 years	90 day limit
5-6 years	100 day limit
7 years or more	120 day limit

- G. At the end of each semester, the chairperson of the Committee shall notify the Office of Human Resources, in writing, of the number of days used from the Sick Day Bank.

## APPENDIX E

<b>APPLICATION FOR GRANT OF DAYS FROM SICK-DAY BANK</b>
---

Date of Application: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant Address Telephone

Last Date Worked: \_\_\_\_\_

Date of expiration of applicant's accumulated sick days: \_\_\_\_\_

Expected date of return: \_\_\_\_\_

Name of attending physician: \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

<b>TO BE COMPLETED BY PHYSICIAN</b>
-------------------------------------

Date of Diagnosis: \_\_\_\_\_

Type of Illness: \_\_\_\_\_

Estimated date patient will be able to return to work: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature Date

<b>SICK BANK COMMITTEE</b>
----------------------------

Estimated number of days needed: \_\_\_\_\_

Determination of Committee (Circle One): Request Granted Request Denied

Conditions: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Chair: \_\_\_\_\_

Signature

# APPENDIX F - GRIEVANCE REPORT

Grievance # \_\_\_\_\_

**ALL DATES MUST BE INITIALED**

Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

**INFORMAL LEVEL** (Must be filed within 30 College days of occurrence)

**Written determination at Informal Level requested:**

Yes

No

**A. Statement of Grievance:**

**B. Date of Occurrence:** \_\_\_\_\_

**C. Remedy Sought:**

**D. Date received by CAO:** \_\_\_\_\_

**E. Date meeting held** (must be held within 5 College days of receipt of grievance): \_\_\_\_\_

**F. Disposition by CAO:**

\_\_\_\_\_  
**CAO Signature**

\_\_\_\_\_  
**Date**

**G. Position of Grievant and/or Association** (must be filed within 10 College days of receipt of disposition by CAO):

\_\_\_\_\_  
**Grievant's Signature**

\_\_\_\_\_  
**Date**

# APPENDIX F - GRIEVANCE REPORT

**FORMAL LEVEL: Step 1**

Grievance # \_\_\_\_\_

**A. Date received by President:** \_\_\_\_\_

**B. Date hearing held** (must be held within 10 College days of receipt of grievance at Formal Level, Step 1): \_\_\_\_\_

**C. Disposition by President** (must be completed within 5 College days of hearing):

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\_\_\_\_\_  
**President's Signature**

\_\_\_\_\_  
**Date**

**D. Position of Grievant and/or Association** (must be filed within 10 College days of receipt of President's disposition):

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---

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\_\_\_\_\_  
**Grievant's Signature**

\_\_\_\_\_  
**Date**

# APPENDIX F - GRIEVANCE REPORT

**FORMAL LEVEL: Step 2 (Dismissal Only)**

Grievance # \_\_\_\_\_

**A. Date received by Board:** \_\_\_\_\_

**B. Date hearing held** (must be held within 10 College days of receipt of grievance at Formal Level, Step 2): \_\_\_\_\_

**C. Disposition by Board** (must be completed within 5 College days of hearing):

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\_\_\_\_\_  
**Signature on Behalf of the Board**

\_\_\_\_\_  
**Date**

**D. Position of Grievant and/or Association** (must be filed within 20 College days of receipt of disposition by the Board):

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\_\_\_\_\_  
**Signature on Behalf of the Association**

\_\_\_\_\_  
**Date**





## **APPENDIX G - EVALUATION FORMS**

EVAL-1	Student Perceptions Form (All Teaching Faculty)
EVAL-LIBRARY-1	Client Perceptions Form (All Library Faculty)
EVAL-N-1	Student Perceptions Form (Clinical Nursing Faculty)
EVAL-1 On-Line	On-line Student Perceptions Form (On-Line Courses)
EVAL-2	Self Perceptions Form (Teaching Faculty)
EVAL-LIBRARY-2	Self Perceptions Form (LIBRARY Faculty)
EVAL-CF2	Self Perceptions Form (Clinical Faculty)
EVAL-3	Peer Review Form (Continuing status Teaching Faculty)
EVAL-LIBRARY-3	Peer Review Form (Continuing status LIBRARY Faculty)
EVAL-4	Summary Review Form (Continuing status Faculty)
EVAL-4A	Summary Review Form (Non-Continuing Status Faculty)
EVAL-5	Classroom Observation Form (Non-Continuing status Teaching Faculty)
EVAL-LIBRARY-5	Professional Performance Evaluation Form (Non-Continuing status LIBRARY Faculty)
EVAL-CF5	Clinical Observation Form (Non-Continuing status Clinical Faculty)
EVAL-6A	Contractual Duties of Non-teaching Faculty Members
EVAL-6	ADJUNCT Contractual Duties of Teaching Faculty- Adjunct
EVAL-6B	Contractual Duties of Teaching Faculty- Professor or Instructor
EVAL-AL	Contractual Duties of Academic Lead
EVAL-PL	Contractual Duties of Program Lead

# St. Clair County Community College

## Student Perceptions Form

EVAL-1

Course & Section Information

Instructor Name

Date (MM/DD/YY)

**Rating Scale:** Use the following scale for your evaluation descriptions.

1 – Almost never or almost nothing

2 – Seldom or little

3 – Occasionally or less than expected

4 – Often or much

5 – Very often or very much

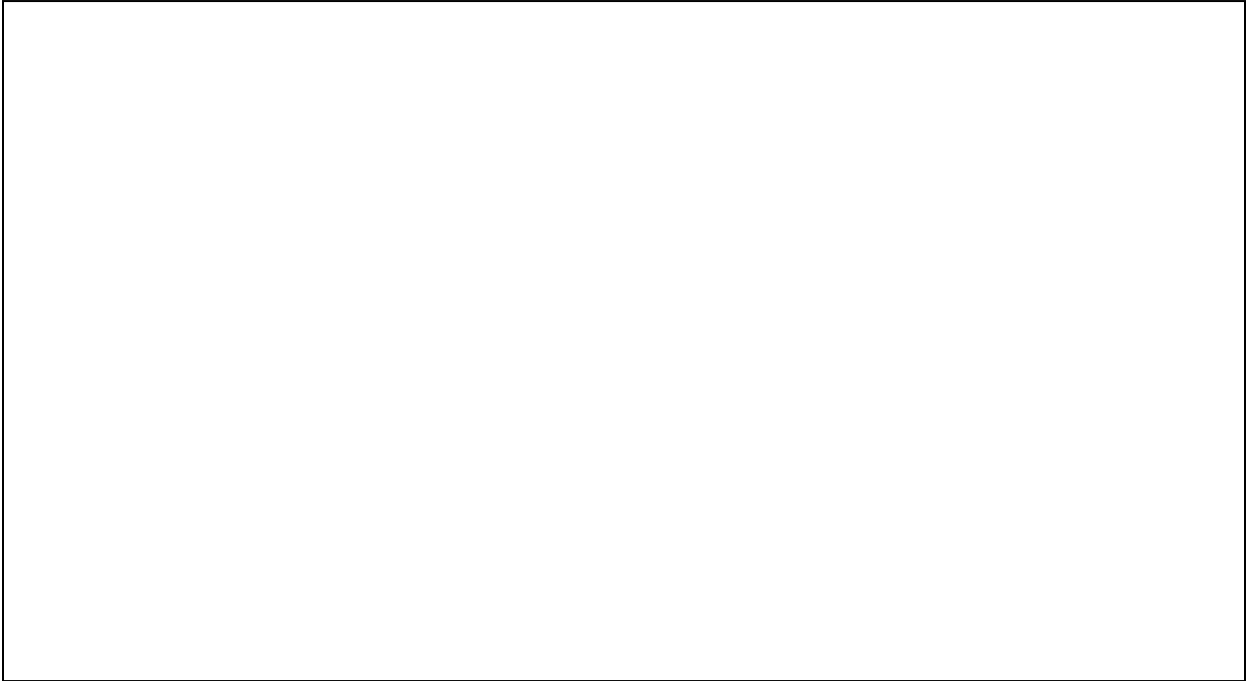
6 – Almost always or a great deal

**Please mark an 'X' in the box.**

	1	2	3	4	5	6
1. The instructor distributes and adheres to the class outline/syllabus.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The instructor presents course materials at an appropriate pace.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The instructor is enthusiastic.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The instructor gives good, clear examples of concepts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor is knowledgeable about the subject.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor is available and willing to help students, both in and out of class.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The instructor encourages students to participate and ask questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The instructor is fair and impartial in dealing with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The instructor creates an environment in which students feel free to express their ideas relevant to classroom discussion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor organizes and makes use of class time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The instructor begins and ends class at the scheduled time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The instructor covers subject matter which is relevant to course objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The instructor clearly explained the grading system the first week of class.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The instructor's grading and comments keep you informed of your progress in a respectful manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The instructor grades and returns tests and papers promptly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

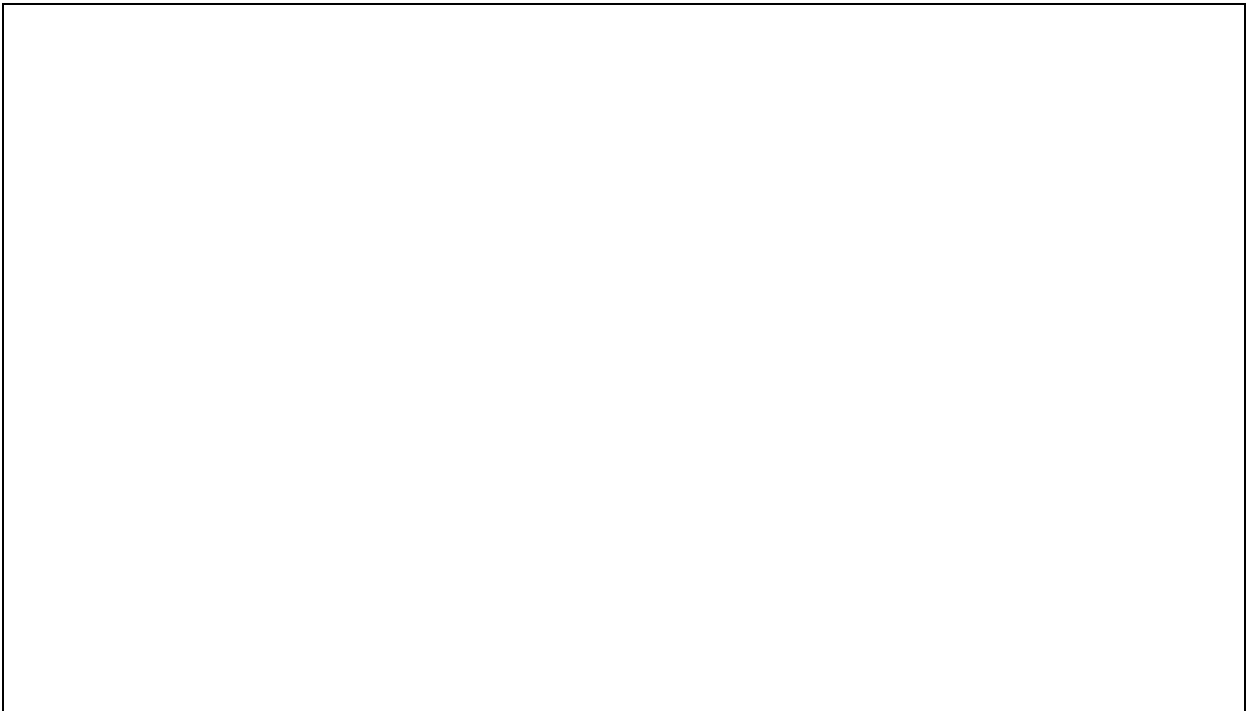
**Strengths**

Please comment on the strengths of the instructor.



**Areas Needing Improvement**

Please suggest possible areas for improvement by the instructor.





**LIBRARY – CLIENT PERCEPTION FORM**

EVAL – Library -1

Name \_\_\_\_\_ Date \_\_\_\_\_

**LIBRARY USE ONLY**

**Provided instruction for:**    English 101    English 102    Other \_\_\_\_\_

- Helped with photocopying and/or printing
- Helped with RPA
- Assisted with computer hardware or software
- Helped with English 101 library assignment
- Assisted with short reference question (how to find a book in the library, how to find articles on a subject)
- Provided in-depth research help (spent over 15 minutes at one time with the librarian going over different databases, Web sites and books to find information)
- Gave e-mail/telephone/chat reference help

1. I am:    Student    Staff    Other \_\_\_\_\_
2. How often have you asked a reference librarian (the person who sits at the Reference Desk) for help this semester? \_\_\_\_\_

PLEASE RESPOND SPECIFICALLY TO YOUR EXPERIENCE WITH \_\_\_\_\_

**Use the following scale for your evaluation descriptions.**

<b>RATING SCALE:</b>	1 – almost never or almost nothing	4 – often or much
	2 – seldom or little	5 – very often or very much
	3 – occasionally or less than expected	6 – almost always or a great deal

- |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 3. The librarian was informative.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 4. The librarian was courteous.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 5. The librarian helped me improve my ability to use the library.                                   | 1 | 2 | 3 | 4 | 5 | 6 |
| 6. The librarian was effective in helping find information.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 7. The librarian clearly explained how to locate information. Or, the librarian was understandable. | 1 | 2 | 3 | 4 | 5 | 6 |
| 8. Based on this experience, would you feel comfortable using the library in the future?            | 1 | 2 | 3 | 4 | 5 | 6 |

9. State one thing you learned from this experience.

10. State one thing you had difficulty understanding from this experience.

Reviewed 02/20/13

St. Clair County Community College

**Student Perceptions Form**

EVAL - N - 1

**Q1 Course Information**

Course and Section Number: \_\_\_\_\_

**Q3 Instructor Information**

Instructor Name: \_\_\_\_\_

**Q3 Date**

Date (Month/Day/Year): \_\_\_\_\_

**Rating Scale:** Use the following scale for your evaluation descriptions.

1 - Almost never or almost nothing

2 - Seldom or little

3 - Occasionally or less than expected

4 - Often or much

5 - Very often or very much

6 - Almost always or a great deal

**Q4 Please mark an 'X' in the box.**

	1	2	3	4	5	6
1. The instructor presents course materials at an appropriate pace.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The instructor is enthusiastic.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The instructor gives good clear examples that can be applied to materials learned in theory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The instructor is helpful when students are confused.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor is knowledgeable about his / her clinical area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor is available and willing to help students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The instructor gives assignments that are relevant to what is presented in class.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The instructor stimulates thinking and problem solving ability.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The instructor is fair and impartial in dealing with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Students feel free to disagree with the instructor and express their own ideas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The instructor makes effective use of clinical time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The instructor begins and ends clinical at the schedules time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The instructor covers materials which are relevant to course objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The instructor encourages students to examine experiences from diverse view points and perspectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The instructor provides supportive feedback and keeps students informed of their progress in a respectful manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The instructor provides opportunities to develop student's leadership skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The instructor gives clinical assignments that make students think.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





# St. Clair County Community College

## Student Perceptions Form

EVAL-1 ONLINE

Course & Section Information

Instructor Name

Date (MM/DD/YY)


**Rating Scale:** *Use the following scale for your evaluation descriptions.*

- |                                    |                             |  |
|------------------------------------|-----------------------------|--|
| 1 – Almost never or almost nothing | 2 – Seldom or little        | 3 – Occasionally or less than expected |
| 4 – Often or much                  | 5 – Very often or very much | 6 – Almost always or a great deal      |

**Administered online through the learning management system.**

1 2 3 4 5 6 Weighted Average

1. The instructor distributes and adheres to the class outline/syllabus.
2. The instructor presents course materials at an appropriate pace.
3. The instructor gives good, clear examples of concepts.
4. The instructor is knowledgeable about the subject.
5. The instructor is available and willing to help students, both in and out of class.
6. The instructor encourages students to participate and ask questions.
7. The instructor is fair and impartial in dealing with students.
8. The instructor creates an environment in which students feel free to express their ideas relevant to classroom discussion.
9. The instructor organizes materials and makes use of resources effectively.
10. The instructor covers subject matter which is relevant to course objectives.
11. The instructor clearly explained the grading system the first week of class.
12. The instructor's grading and comments keep you informed of your progress in a respectful manner.
13. The instructor grades and returns tests and papers promptly.

14. Please comment on the strengths of the instructor:

15. Please suggest possible areas for improvement for the instructor:



**SELF PERCEPTIONS FORM**  
**Teaching Faculty**  
**EVAL – 2**

Faculty Member \_\_\_\_\_

**Use the following scale for your evaluation descriptions.**

RATING SCALE:	1 – almost never or almost nothing	4 – often or much
	2 – seldom or little	5 – very often or very much
	3 – occasionally or less than expected	6 – almost always or a great deal

**I. PROFESSIONAL PERFORMANCE**

- |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 1. I distribute and follow a course outline   | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. I present course materials at an appropriate pace  | 1 | 2 | 3 | 4 | 5 | 6 |
| 3. I am enthusiastic.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 4. I give good, clear examples of the concepts  | 1 | 2 | 3 | 4 | 5 | 6 |
| 5. I am knowledgeable about this subject.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 6. I am available and willing to help students, both in and out of class.                                       | 1 | 2 | 3 | 4 | 5 | 6 |
| 7. I encourage students to ask questions  | 1 | 2 | 3 | 4 | 5 | 6 |
| 8. I am fair and impartial in dealing with students.  | 1 | 2 | 3 | 4 | 5 | 6 |
| 9. I create an environment in which students feel free to express their ideas relevant to classroom discussion. | 1 | 2 | 3 | 4 | 5 | 6 |
| 10. I make effective use of class time.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 11. I begin and end class at the scheduled time.  | 1 | 2 | 3 | 4 | 5 | 6 |
| 12. I cover subject matter which is relevant to course objectives.  | 1 | 2 | 3 | 4 | 5 | 6 |
| 13. I clearly explain the grading system.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 14. By my grading and comments, I keep students informed of their progress in a respectful manner.              | 1 | 2 | 3 | 4 | 5 | 6 |
| 15. I grade and return tests and papers promptly.   | 1 | 2 | 3 | 4 | 5 | 6 |

Average rating for of 1-15 X 10%: \_\_\_\_\_

Strengths:

Areas for improvement:

Items II, III, and IV below are optional for continuing-status faculty:

**II. COLLEGE SERVICE**

Comments:

**III. PROFESSIONAL GROWTH**

Comments:

**IV. COMMUNITY SERVICE (optional)**

Comments:

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



**SELF PERCEPTIONS FORM**  
**Library Faculty**  
**EVAL - Library-2**

Library Faculty Member \_\_\_\_\_

A self-evaluation is required from the library faculty member being evaluated. The self-evaluation should be based upon the person's performance of job responsibilities as described in the job description and in his/her annual goals and objectives.

Use the following scale for your evaluation descriptions.		
RATING SCALE:	1 – almost never or almost nothing	4 – often or much
	2 – seldom or little	5 – very often or very much
	3 – occasionally or less than expected	6 – almost always or a great deal

**I. PROFESSIONAL PERFORMANCE**

1. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_
2. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_
3. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_
4. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_
5. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_
6. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_
7. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_
8. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_
9. \_\_\_\_\_ 1 2 3 4 5 6  
\_\_\_\_\_

10.	_____	1	2	3	4	5	6
	_____						
11.	_____	1	2	3	4	5	6
	_____						
12.	_____	1	2	3	4	5	6
	_____						
13.	_____	1	2	3	4	5	6
	_____						
14.	_____	1	2	3	4	5	6
	_____						
15.	_____	1	2	3	4	5	6
	_____						

Strengths: *(Attach separate sheet if necessary)*

Average Rating for Category I x 10%: \_\_\_\_\_

Areas for Improvement:

**II. COLLEGE SERVICE** *(Attach separate sheet if necessary)*

Comments:

**III. PROFESSIONAL GROWTH** *(Attach separate sheet if necessary)*

Comments:

**IV. COMMUNITY SERVICE** (optional)

Comments:

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



**SELF PERCEPTIONS FORM**  
**Clinical Faculty**  
**EVAL – CF - 2**

Course \_\_\_\_\_ Instructor \_\_\_\_\_ Date \_\_\_\_\_

**Use the following scale for your evaluation descriptions.**

<b>RATING SCALE:</b>	1 – almost never or almost nothing	4 – often or much
	2 – seldom or little	5 – very often or very much
	3 – occasionally or less than expected	6 – almost always or a great deal

**I. PROFESSIONAL PERFORMANCE**

1. I present course materials at an appropriate pace. 1 2 3 4 5 6
2. I am enthusiastic. 1 2 3 4 5 6
3. I give good, clear examples that can be applied to material learned in theory. 1 2 3 4 5 6
4. I am helpful when students are confused. 1 2 3 4 5 6
5. I am knowledgeable about my clinical area. 1 2 3 4 5 6
6. I am available and willing to help students. 1 2 3 4 5 6
7. I give assignments that are relevant to what is presented in class. 1 2 3 4 5 6
8. I stimulate thinking and problem solving ability. 1 2 3 4 5 6
9. I am fair and impartial in dealing with students. 1 2 3 4 5 6
10. Students feel free to disagree with me and express their own ideas. 1 2 3 4 5 6
11. I make effective use of clinical time. 1 2 3 4 5 6
12. I begin and end clinical at the scheduled time. 1 2 3 4 5 6
13. I cover materials which are relevant to course objectives. 1 2 3 4 5 6
14. I encourage students to examine experiences from diverse view points and perspectives. 1 2 3 4 5 6

- |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 15. I provide supportive feedback and keeps students informed of their progress in a respectful manner. | 1 | 2 | 3 | 4 | 5 | 6 |
| 16. I provide opportunities to develop student's leadership skills.                                     | 1 | 2 | 3 | 4 | 5 | 6 |
| 17. I give clinical assignments that make students think.   | 1 | 2 | 3 | 4 | 5 | 6 |

Average rating for of 1-17 X 10%: \_\_\_\_\_

Strengths:

Areas for improvement:

**II. COLLEGE SERVICE**

Comments:

**III. PROFESSIONAL GROWTH**

Comments:

**IV. COMMUNITY SERVICE (optional)**

Comments:

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



**PEER REVIEW FORM**  
**Continuing-Status Teaching Faculty**  
**EVAL - 3**

Faculty Member \_\_\_\_\_

Use the following scale for your evaluation descriptions.			
RATING SCALE:	1 – almost never or almost nothing	4 – often or much	
	2 – seldom or little	5 – very often or very much	
	3 – occasionally or less than expected	6 – almost always or a great deal	

**I. PROFESSIONAL PERFORMANCE** — Meets the objectives of providing quality classroom instruction

- A. Classroom Instruction (40%)** 1 2 3 4 5 6  
This is derived from the Student Perceptions Form (EVAL-1) from all sections taught.  
Comments:

- B. Self-Evaluation (10%)** — Meets the objectives of performing a realistic evaluation 1 2 3 4 5 6  
Using the information from the EVAL-1 and EVAL-2 forms, how realistic is the faculty member's perception of his/her teaching performance?  
Comments:



C. Syllabi (20%) — Meets the objectives as listed below: 1 2 3 4 5 6  
Course acronym and number: \_\_\_\_\_  
Course acronym and number: \_\_\_\_\_

Take into consideration the following:

1. Has current and relevant syllabi.
2. Course objectives have been communicated to students.
3. Supplemental Resources (*reading assignments and audio-visual materials*) are fully integrated into the courses reviewed.
4. Course syllabus/outline clearly delineate the materials/information to be covered in the course.

Comments:

D. Testing and Grading Methods (30%) 1 2 3 4 5 6  
The tests, graded assignments, and evaluation procedures are clearly related to the content and objectives of the courses that have been chosen for review.  
Comments:

Average Rating for Category I: \_\_\_\_\_

Signature of Peer \_\_\_\_\_ Date \_\_\_\_\_



**PEER REVIEW FORM**  
**Continuing-Status Library Faculty**  
**EVAL – Library-3**

Faculty Member \_\_\_\_\_

A peer review of the continuing-status library faculty member being evaluated is required of all library continuing-status faculty members. The peer review should be based upon the person's performance of job responsibilities as described in the job description and in his/her annual goals and objectives.

Use the following scale for your evaluation descriptions.		
RATING SCALE:	1 – almost never or almost nothing	4 – often or much
	2 – seldom or little	5 – very often or very much
	3 – occasionally or less than expected	6 – almost always or a great deal

**I. PROFESSIONAL PERFORMANCE**

1.	_____	1	2	3	4	5	6
	Comments:						
	_____						
2.	_____	1	2	3	4	5	6
	Comments:						
	_____						
3.	_____	1	2	3	4	5	6
	Comments:						
	_____						
4.	_____	1	2	3	4	5	6
	Comments:						
	_____						
5.	_____	1	2	3	4	5	6
	Comments:						
	_____						
6.	_____	1	2	3	4	5	6
	Comments:						
	_____						

7. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

8. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

9. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

10. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

11. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

12. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

13. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

14. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

15. \_\_\_\_\_ 1 2 3 4 5 6

Comments:

\_\_\_\_\_

Average Rating for Category I: \_\_\_\_\_

Signature of Peer \_\_\_\_\_ Date \_\_\_\_\_



**SUMMARY REVIEW FORM**  
**Continuing-Status Faculty**  
(TO BE COMPLETED BY CHIEF ACADEMIC OFFICER)  
**EVAL - 4**

Faculty Member \_\_\_\_\_

**I. PROFESSIONAL PERFORMANCE**

**a. Job Performance (90%)**

Student/Client (EVAL-1)

Self (EVAL-2)

Peer (EVAL-3)

**b. Contractual Obligations (10%)**

(EVAL-6A or 6B)

\_\_\_\_\_ x 35% = \_\_\_\_\_

\_\_\_\_\_ x 10% = \_\_\_\_\_

\_\_\_\_\_ x 45% = \_\_\_\_\_

\_\_\_\_\_ x 10% = \_\_\_\_\_

Total = \_\_\_\_\_

**II. COLLEGE SERVICE**

**III. PROFESSIONAL GROWTH**

**IV. COMMUNITY SERVICE (optional)**

Based on the information obtained from this review process, the CAO should complete the following:

**CAO ASSESSMENT:**

Summary of Strengths:

Summary of Areas to Improve:

**COMMENTS OF FACULTY MEMBER:**

Chief Academic Officer \_\_\_\_\_ Date \_\_\_\_\_

Faculty Member\* \_\_\_\_\_ Date \_\_\_\_\_

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



**SUMMARY REVIEW FORM**  
**Non-Continuing Status Faculty**  
 (TO BE COMPLETED BY DIVISION ADMINISTRATOR OR CAO)  
**EVAL - 4A**

Faculty Member: \_\_\_\_\_ Class: \_\_\_\_\_ Date: \_\_\_\_\_

**PROFESSIONAL PERFORMANCE:**

**A. Job Performance Student/Client**

(EVAL-1)

Self-Perceptions (EVAL-2)

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

**I - A      I - B, C and II**

Classroom or Professional Performance Evaluation (EVAL-5)

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

2. \_\_\_\_\_

3. \_\_\_\_\_

**B. Contractual Obligations (EVAL - 6)**

\_\_\_\_\_

Based on the information obtained from this review process:

**COMMITTEE'S ASSESSMENT:**

Summary of strengths:

Summary of areas to improve:

**COMMENTS OF FACULTY MEMBER:**

Division Administrator/CAO \_\_\_\_\_ Date \_\_\_\_\_

Faculty Member \_\_\_\_\_ Date \_\_\_\_\_



**CLASSROOM EVALUATION FORM**  
**Non-Continuing-Status Teaching Faculty**  
**EVAL - 5**

OVERALL INSTRUCTIONS: Ratings given are to be based upon the observation. Comments may take into account other materials.

Faculty Member Name \_\_\_\_\_ Class \_\_\_\_\_ Length of Observation \_\_\_\_\_ Date \_\_\_\_\_

Use the following scale for your evaluation descriptions.			
RATING SCALE:	1 – almost never or almost nothing	4 – often or much	
	2 – seldom or little	5 – very often or very much	
	3 – occasionally or less than expected	6 – almost always or a great deal	

**I. Observation**

*A. Presentation*

- |  |   |   |   |   |   |   |
|--|---|---|---|---|---|---|
| 1. Demonstrates a sound knowledge of the subject.                                  | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. Presents material in a well-organized and clear manner.                         | 1 | 2 | 3 | 4 | 5 | 6 |
| 3. Presents subject matter at a pace which is appropriate for the being presented. | 1 | 2 | 3 | 4 | 5 | 6 |

Overall Average I – A: \_\_\_\_\_

*B. Professional Presence*

- |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 1. Enunciates clearly and uses proper English.  | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. Demonstrates poise, maintains the confidence and respect of the class, and presents a professional appearance. | 1 | 2 | 3 | 4 | 5 | 6 |

*C. Relationships with Students*

- |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 1. Encourages and responds well to student inquiry.         | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. Stimulates imaginative, independent or critical thinking | 1 | 2 | 3 | 4 | 5 | 6 |
| 3. Recognizes and clarifies sources of confusion.           | 1 | 2 | 3 | 4 | 5 | 6 |
| 4. Guides discussion in relevant ways.                      | 1 | 2 | 3 | 4 | 5 | 6 |
| 5. Exhibits enthusiasm for the subject.                     | 1 | 2 | 3 | 4 | 5 | 6 |

**II. Other Documentation (in portfolio):** (Portfolio will include sample tests, papers, and student evaluation forms.)

- A. Course syllabus and outline clearly delineate the materials/information to be covered in the course, as well as communicating all guidelines and procedures for the course. 1 2 3 4 5 6
- B. Employs comprehensive, adequate, fair, and appropriate evaluative standards, instruments, and procedures for measuring students' performance. 1 2 3 4 5 6
- C. Uses instructional support material (audio-visual, handouts, field trips, outside speakers, etc.) effectively where applicable. 1 2 3 4 5 6

Overall Average I – B, C and II: \_\_\_\_\_

**III. Student Perception Forms demonstrate (consider overall performance, strengths, areas for improvement):**

**IV. Additional Comments:**

Strengths:

Please suggest possible areas for improvement by the instructor:

Peer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Faculty Member\*: \_\_\_\_\_ Date: \_\_\_\_\_

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





**PROFESSIONAL PERFORMANCE EVALUATION FORM**  
**Non-Continuing-Status Library Faculty**  
**EVAL - Library-5**

Library Faculty Member Name \_\_\_\_\_ Length of Observation: \_\_\_\_\_ Date \_\_\_\_\_

**Use the following scale for your evaluation descriptions.**

<b>RATING SCALE:</b>	1 – almost never or almost nothing	4 – often or much
	2 – seldom or little	5 – very often or very much
	3 – occasionally or less than expected	6 – almost always or a great deal

- |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 1. Demonstrates appropriate knowledge of the comprehensive services provided by the Library.        | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. Demonstrates an appropriate knowledge of his/her specialty service area within the Library.      | 1 | 2 | 3 | 4 | 5 | 6 |
| 3. Communicates effectively with the individuals utilizing the services of the Library.             | 1 | 2 | 3 | 4 | 5 | 6 |
| 4. Exercises good judgment, tact, self-control, and poise in his/her interactions with individuals. | 1 | 2 | 3 | 4 | 5 | 6 |
| 5. Effectively organizes daily activities related to professional responsibilities.                 | 1 | 2 | 3 | 4 | 5 | 6 |
| 6. Demonstrates initiative and contributes to the goals and objectives of the Library.              | 1 | 2 | 3 | 4 | 5 | 6 |
| 7. Maintains rapport and communicates effectively with colleagues and support staff.                | 1 | 2 | 3 | 4 | 5 | 6 |
| 8. Demonstrates a willingness to fulfill the procedures of the Library.                             | 1 | 2 | 3 | 4 | 5 | 6 |
| 9. Accepts constructive criticism related to responsibilities.                                      | 1 | 2 | 3 | 4 | 5 | 6 |
| 10. Demonstrates a willingness to learn new skills that will enhance Library services.              | 1 | 2 | 3 | 4 | 5 | 6 |

Overall average of 1-10

\_\_\_\_\_

Strengths:

Possible areas for improvement:

Peer Signature \_\_\_\_\_ Date \_\_\_\_\_

Faculty Member\* \_\_\_\_\_ Date \_\_\_\_\_

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



**CLINICAL OBSERVATION FORM  
Non-Continuing-Status Clinical Faculty  
EVAL – CF-5**

OVERALL INSTRUCTIONS: Ratings given are to be based upon the observation. Comments may take into account other materials.

Clinical Faculty Name \_\_\_\_\_ Class \_\_\_\_\_ Length of Observation \_\_\_\_\_ Date \_\_\_\_\_

Use the following scale for your evaluation descriptions.			
RATING SCALE:	1 – almost never or almost nothing	4 – often or much	
	2 – seldom or little	5 – very often or very much	
	3 – occasionally or less than expected	6 – almost always or a great deal	

**I. Observation**

*A. Presentation*

- |  |   |   |   |   |   |   |
|--|---|---|---|---|---|---|
| 1. Demonstrates a sound knowledge of current practice.                                 | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. Able to provide integration of theoretical knowledge into the clinical assignments. | 1 | 2 | 3 | 4 | 5 | 6 |
| 3. Takes advantage of teachable moments.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 4. Assesses students' preparation for clinical experiences.                            | 1 | 2 | 3 | 4 | 5 | 6 |
| 5. Stimulates students' critical thinking skills.                                      | 1 | 2 | 3 | 4 | 5 | 6 |

Overall Average I – A: \_\_\_\_\_

*B. Professional Presence*

- |  |   |   |   |   |   |   |
|--|---|---|---|---|---|---|
| 1. Enunciates clearly and uses proper English.   | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. Demonstrates a professionalism and provides a professional role model for students. | 1 | 2 | 3 | 4 | 5 | 6 |

*C. Relationships with Students*

- |  |   |   |   |   |   |   |
|--|---|---|---|---|---|---|
| 1. Provides both positive feedback and constructive criticism. | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. Recognizes and clarifies sources of confusion.              | 1 | 2 | 3 | 4 | 5 | 6 |
| 3. Maintains a professional instructor-student relationship.   | 1 | 2 | 3 | 4 | 5 | 6 |

**II. Portfolio Documentation**

- |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 1. Uses course clinical competencies and department guidelines to evaluate students' clinical performance on an ongoing basis. Keeps anecdotal notes. | 1 | 2 | 3 | 4 | 5 | 6 |
| 2. Appropriately and fairly grades student paperwork, if applicable, using department guidelines and course clinical competencies.                    | 1 | 2 | 3 | 4 | 5 | 6 |

**III. Other**

- |  |   |   |   |   |   |   |
|--|---|---|---|---|---|---|
| 1. Conforms with all instructions given within the discipline to promote patient safety, enhance student learning and maintain consistency in following college, department and health care facility policies. | 1 | 2 | 3 | 4 | 5 | 6 |
|--|---|---|---|---|---|---|

Overall Average I – B, C, II and III: \_\_\_\_\_

**IV. Student Perception Forms demonstrate:**

**V. Additional Comments:**

Strengths:

Please suggest possible areas for improvement by the instructor:

Peer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Faculty Member\*: \_\_\_\_\_ Date: \_\_\_\_\_

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



**CONTRACTUAL DUTIES OF NON-TEACHING FACULTY  
Eval – 6A**

Faculty Member \_\_\_\_\_ Date \_\_\_\_\_

Evaluator: Indicate “yes”, “no” or “n/a” for each item. Faculty member may choose to comment.

- |   |     |    |     |
|---|-----|----|-----|
| 1. Attends Commencement.  | Yes | No | N/A |
| 2. Maintains and fulfills schedule consistent with professional responsibilities.   | Yes | No | N/A |
| 3. Attends meetings as stipulated.  | Yes | No | N/A |
| 4. Participates in scheduling process.  | Yes | No | N/A |
| 5. Serves on standing or ad hoc committees.   | Yes | No | N/A |
| 6. Assumes responsibility and works cooperatively with the evaluation team.   | Yes | No | N/A |
| 7. Assumes responsibility for routine maintenance and security of college equipment and facilities specific to faculty member’s area or responsibility. | Yes | No | N/A |
| 8. Orders necessary supplies required to perform duties in assigned areas.  | Yes | No | N/A |
| 9. Observes the College Calendar as published.  | Yes | No | N/A |

Evaluator Comments (optional):

\_\_\_\_\_

\_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

Library Director Signature \_\_\_\_\_ Date \_\_\_\_\_

# of Yes or N/A	Score	# of Yes or N/A	Score	# of Yes or N/A	Score
9	6.0	6	4.0	3	2.0
8	5.3	5	3.3	2	1.3
7	4.7	4	2.7	1	.07
				0	0.0



**CONTRACTUAL DUTIES OF ADJUNCT TEACHING FACULTY**  
**Eval 6 – Adjunct**

Adjunct Faculty Member \_\_\_\_\_ Date \_\_\_\_\_

Evaluator(s): Indicate “yes”, “no” or “n/a” for each item.

To be completed by Academic Services:

- |   |     |    |     |
|---|-----|----|-----|
| 1. Confirms attendance for financial aid purposes by deadline.            | Yes | No | N/A |
| 2. Submits early-alert report grades for each section taught by deadline. | Yes | No | N/A |
| 3. Submits final grades for each section taught by deadline.              | Yes | No | N/A |
| 4. Maintains and makes available necessary grade records.                 | Yes | No | N/A |
| 5. Participates in student grade appeals procedures as necessary.         | Yes | No | N/A |

To be completed by evaluator:

- |   |     |    |     |
|---|-----|----|-----|
| 1. Creates and submits copies of course syllabi by the end of the first week of the course. | Yes | No | N/A |
| 2. Makes appropriate use of allotted course minutes.  | Yes | No | N/A |
| 3. Observes the College calendar.   | Yes | No | N/A |
| 4. Posts and maintains conference hours.  | Yes | No | N/A |
| 5. Participates in assessment of student learning and assessment reporting.                 | Yes | No | N/A |

Evaluator Comments (optional):

---

---

Adjunct Comments (optional):

---

---

Academic Services Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

Adjunct Faculty Signature \_\_\_\_\_ Date \_\_\_\_\_

# of Yes or N/A	Score
10	6.0
9	5.4
8	4.8
7	4.2
6	3.6
5	3.0
4	2.4
3	1.8
2	1.2
1	0.6
0	0.0



Revised 1/18/18

## CONTRACTUAL DUTIES OF FULL-TIME TEACHING FACULTY Professor or Instructor Eval 6-B

**This form is to be completed and submitted annually to the CAO by June 1.**

Faculty Member \_\_\_\_\_ Date \_\_\_\_\_

Faculty: Indicate “yes”, “no” or “n/a” for each item. Faculty member may choose to comment.

- |  |     |    |     |
|--|-----|----|-----|
| 1. Creates and submits copies of course syllabi by the end of the first week of the course.                | Yes | No | N/A |
| 2. Makes appropriate use of allotted course minutes  | Yes | No | N/A |
| 3. Requests textbooks and other required course material by deadline.                                      | Yes | No | N/A |
| 4. Confirms attendance for financial aid purposes by deadline.   | Yes | No | N/A |
| 5. Submits early-alert report grades for each section taught by deadline.                                  | Yes | No | N/A |
| 6. Submits final grades for each section taught by deadline.   | Yes | No | N/A |
| 7. Maintains and makes available necessary grade records.  | Yes | No | N/A |
| 8. Participates in student grade appeals procedures as necessary.  | Yes | No | N/A |
| 9. Participates in adjunct interviews and evaluations on a rotating basis.                                 | Yes | No | N/A |
| 10. Observes the College calendar.   | Yes | No | N/A |
| 11. Posts and maintains conference hours.  | Yes | No | N/A |
| 12. Participates in assessment of student learning and assessment reporting.                               | Yes | No | N/A |
| 13. Participates in scheduling process by providing preferred schedule and selecting courses by deadlines. | Yes | No | N/A |
| 14. Participates in course review.   | Yes | No | N/A |
| 15. Participates in program review.  | Yes | No | N/A |
| 16. Participates in development of programs and courses.   | Yes | No | N/A |
| 17. Attends in-service days or uses sick day/personal day if not attending.                                | Yes | No | N/A |
| 18. Attends division and discipline meetings.  | Yes | No | N/A |
| 19. Completes at least one CEU or equivalent amount of professional development.                           | Yes | No | N/A |
| 20. Fulfills contractual obligations for college service.  | Yes | No | N/A |
| 21. Attends commencement.  | Yes | No | N/A |
| 22. Submits professional report by deadline.   | Yes | No | N/A |



**Faculty Comments (optional):**

Faculty Signature \_\_\_\_\_ Date \_\_\_\_\_

**CAO Comments:**

CAO Signature \_\_\_\_\_ Date \_\_\_\_\_

# of Yes or N/A	Score	# of Yes or N/A	Score
22	6.0	11	3.0
21	5.7	10	2.7
20	5.5	9	2.5
19	5.2	8	2.2
18	5.0	7	1.9
17	4.7	6	1.6
16	4.4	5	1.4
15	4.1	4	1.1
14	3.8	3	0.8
13	3.5	2	0.5
12	3.3	1	0.3
		0	0.0



**CONTRACTUAL DUTIES OF ACADEMIC LEAD  
Eval - AL**

**This form is to be completed and submitted annually to the CAO by June 1.**

Faculty Member \_\_\_\_\_ Date \_\_\_\_\_

Faculty: Indicate “yes”, “no” or “n/a” for each item. Faculty member may choose to comment.

- |  |     |    |     |
|--|-----|----|-----|
| 1. Participate in or provide designee to participate in the hiring process for full time faculty.  | Yes | No | N/A |
| 2. Participate in the full-time faculty evaluation process.  | Yes | No | N/A |
| 3. Coordinate faculty participation to serve as content expert in the hiring process for adjunct instructors.  | Yes | No | N/A |
| 4. Orient adjunct faculty in curricular and academic matters.  | Yes | No | N/A |
| 5. Coordinate faculty participation in the evaluation of adjunct faculty.  | Yes | No | N/A |
| 6. Select or approve required course materials for classes taught by adjunct faculty.  | Yes | No | N/A |
| 7. Coordinate faculty input and response in the scheduling process.  | Yes | No | N/A |
| 8. Coordinate recommendations for curriculum revisions and course changes, additions and deletions.  | Yes | No | N/A |
| 9. Coordinate planning and reporting of assessment at the course and discipline level.   | Yes | No | N/A |
| 10. Serve as initial point of contact for student issues.  | Yes | No | N/A |
| 11. Participate in or provide a designee to participate in meetings that support the College's mission related to curricular and academic matters, as directed by CAO or Division Administrator. | Yes | No | N/A |
| 12. (Nursing Academic lead Duties for Allied Health) Coordination and planning of individual student scheduling and clinical master schedule.  | Yes | No | N/A |

Revised 02/24/13

**Academic Lead Comments (optional):**

Academic Lead Signature \_\_\_\_\_ Date \_\_\_\_\_

**CAO Comments:**

CAO Signature \_\_\_\_\_ Date \_\_\_\_\_



**CONTRACTUAL DUTIES OF PROGRAM LEAD  
Eval – PL**

**This form is to be completed and submitted annually to the CAO by June 1.**

Faculty Member \_\_\_\_\_ Date \_\_\_\_\_

Faculty: Indicate “yes”, “no” or “n/a” for each item. Faculty member may choose to comment.

- |   |                |
|---|----------------|
| 1. Recruit business and industry representatives, coordinate and participate in program advisory committees.  | Yes   No   N/A |
| 2. Lead program assessment of student learning activities.  | Yes   No   N/A |
| 3. Oversee and guide program activities, if there are any problems in the academic area of responsibility, such as:<br>Marketing programs<br>Monitoring the program dashboard and related data<br>Monitoring employment trends<br>Assisting in recruitment and advisement of students<br>Recommending equipment and software updates to support the program | Yes   No   N/A |
| 4. Lead program review process during the year of review minimally every 3 years.   | Yes   No   N/A |

**Program Lead Comments (optional):**

Program Lead Signature \_\_\_\_\_ Date \_\_\_\_\_

**CAO Comments:**

CAO Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised 02/24/13

# APPENDIX H - NATIONAL EDUCATION ASSOCIATION CODE OF ETHICS OF THE EDUCATION PROFESSION

## PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The *Code of Ethics of the Education Profession* indicates the aspiration of all educators and provides standards by which to judge conduct.

## PRINCIPLE I

### Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator-

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly-
  - a. Exclude any student from participation in any program
  - b. Deny benefits to any student
  - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

## PRINCIPLE II

### **Commitment to the Profession**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statement about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

## **APPENDIX I - PROFESSIONAL REPORT**

This report is to be submitted annually to the CAO by June 1. (May include activities of Summer semester.)

1. Goals and objectives accomplished during the year (may include other significant accomplishments):

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2. College Service:

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3. Professional Growth and Development:

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4. Community Service:

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5. Goals and Objectives for the Upcoming Year:

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Name

## APPENDIX J

### “FLEXIBLE BENEFITS MENU” CURRENT CONTRACTUAL PROVISIONS FACULTY

Benefit	Option 1	Option 2
Medical Insurance	<ul style="list-style-type: none"> <li>• \$200 Individual Deductible in Network</li> <li>• \$400 Family Deductible in Network</li> <li>• \$20 Office Visit Co pay</li> <li>• \$10/\$20 Rx Co pay</li> <li>• Pre-Tax Deduction of Premium Co-pay</li> </ul>	<ul style="list-style-type: none"> <li>• Opt Out (Employee must provide proof of insurance elsewhere)</li> <li>• \$2,100 Annual Cash Rebate</li> </ul>
Dental Insurance	<ul style="list-style-type: none"> <li>• Ultra-Dental Incentive Plan               <ul style="list-style-type: none"> <li>➢ Basic 50% to 100%</li> <li>➢ Major 50%</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Opt Out</li> <li>• \$150 Annual Cash Rebate</li> </ul>
Life/AD&D	1 X Base Salary (minimum of \$30,000)	Employee may purchase additional life Insurance.
Short Term Disability	N/A	Employee may purchase short-term disability insurance.
Uninsured Health Care Reimbursement Account	Available	
Dependent Care Reimbursement Account	Available	

The board should be read across, not vertically. Select one option from each benefit category. Also included in the Core benefits are Vision, Hearing, Long-Term Disability and Retirement as contractually provided.

## **APPENDIX K - OPTIONAL RETIREMENT PLAN**

<b>A. Plan Administrator</b>	St. Clair County Community College 323 Erie Street Port Huron, MI 48060
<b>B. Designation of Fund Sponsors</b>	TIAA-CREF Teachers Insurance and Annuity Association College Retirement Equities Fund
<b>C. Plan Design Considerations</b>	
I. Eligibility	<ul style="list-style-type: none"><li>• All Full-time Faculty at time of hire</li><li>• All Full-time Career Plan Administrators at time of hire</li><li>• College President at time of hire</li></ul>
II. Contributions	<ul style="list-style-type: none"><li>• Contributory plan</li><li>• Percentage of salary</li><li>• Employee contributes four percent (4%)</li><li>• College contributes fifteen percent (15%)</li><li>• If a member chooses to contribute more than four percent (4%), the College will match the additional contribution for each percentage up to and including three percent (3%) making the maximum contribution by the College eighteen percent (18%)</li></ul>
III. Vesting	Full/immediate vesting
IV. Service Method	Not applicable
V. Service of Accounts	All Available
VI. Cash Withdrawal Rules	<ul style="list-style-type: none"><li>• Cash at retirement or termination of employment one-hundred percent (100%), no restrictions by College</li><li>• Subject to extent permitted by Fund Sponsors</li></ul>
<b>D. Implementation</b>	
I. Establishment of Plan	October 1, 1996
II. Effective Date of Contributions	October 1, 1996 or the first of the following month after plan participation document has been received by the College.
III. Window for New Employees	First ninety (90) days of eligible employment
IV. Effective Date of Contributions for New Employees:	First date of eligible employment for new employees

## **APPENDIX L - GUIDELINES FOR PREPARATIONS AND CLASSES IN A FACULTY MEMBER'S LOAD**

1. A preparation shall be defined as each different course (as approved by the Curriculum Committee/listed in the college catalog) taught by a faculty member. Generally, full-time faculty members will have a maximum of three (3) preparations of academic courses per semester.
2. A class shall be defined as a course section and its accompanying laboratory as identified in the College Schedule of Classes. The maximum number of classes per semester for full-time faculty members shall be as follows:
  - a. A maximum of nine (9) classes for members of the Physical Education and Reading disciplines.
  - b. A maximum of six (6) classes for members of the following divisions or disciplines: A.D. Nursing, Art, Art/Advertising Design, Emergency Medical Technician, Health Education, Music (including no more than three (3) academic courses), Office Administration, Pharmacy Technician, Practical Nursing, Word Processing.
  - c. A maximum of five (5) classes for members of the following divisions or disciplines: Accounting, Agriculture, Anthropology, Astronomy, Aviation, Biology, Business, Communications Media, Corrections, Criminal Justice, Data Processing, Education, English, Fire Science Technology, Fluid Power, Geography, History, Philosophy, Political Science, Psychology, Quality Assurance, Sociology, Social Service Technology, Speech, Student Development, Theatre Arts.
  - d. A maximum of four (4) classes for members of the following divisions or disciplines: Architectural Design, Chemistry, Drafting and Design, Electronics, Engineering Graphics, Foreign Language, Geology, Industrial Automation, Manufacturing Technology, Mathematics, Physical Science, Physics, Plastics, Surveying, Technical Physics, Welding.
  - e. One additional class may be assigned upon the faculty member's written approval, provided that the faculty member's yearly workload shall not include a number of classes in excess of twice the maximum number of classes per semester. The maximum number of classes per year may be exceeded with the faculty member's written approval.

# APPENDIX M - GUIDELINES FOR FACULTY UNDERTAKING DISTANCE-LEARNING INITIATIVES

## I. Tele-courses/Internet-Based Courses Using Pre-Packaged Materials

- **FULL-TIME FACULTY:** One hour of released time or a stipend equal to one hour of extra-duty, pay the semester prior to course being taught for preparatory and developmental work; one hour of released time first semester course is taught.
- **ADJUNCT FACULTY:** For semester prior to course being taught stipend equal to one credit hour; for first semester course is taught stipend equal to one credit hour.
- A faculty member will be given released time or payment only for each *different* course taught, i.e., PSY 180 and PSY 220 would constitute two different courses; two sections of PSY 180 taught by a faculty member would not.

### *Obligations of faculty teaching tele-courses:*

- ♦ Review tapes to be used.
- ♦ Tape segments (introductions and conclusions) as appropriate.
- ♦ Prepare handouts and informational packets for distribution before course offering.
- ♦ Select and review textbook.
- ♦ Handle mailings for students.
- ♦ Maintain additional office hours to obtain 800 minutes of instruction per credit hour and to provide greater access to off-campus students. (Instructors should determine the number of additional office hours needed based upon the amount of time students view the tapes and attend class meetings or semester.)
- ♦ Plan a minimum of two on-campus meetings to review materials with students and to provide for testing of content, lectures, lab exercises, question and answer sessions. The number of on-campus sessions will correlate with the number of credit hours for the course being taught.
- ♦ Evaluate student outcomes and compare to traditional courses.

### *Obligations of faculty teaching Internet-based courses using pre-packaged materials:*

- ♦ Review prepackaged materials to be used.
- ♦ Prepare handouts and informational packets for distribution before course offering.
- ♦ Select and review textbook.
- ♦ Maintain additional office hours to obtain 800 minutes of instruction per credit hour and to provide greater access to off-campus students. (Instructors should determine the number of additional office hours needed based upon the amount of time it will take students to complete the course online and to participate in online sessions (e-mail or chat groups) with the instructor and/or other students.)
- ♦ Plan a minimum of two on-campus meetings to review materials with students and to provide for testing of content, lectures, lab exercises, question and answer sessions; the number of on-campus sessions will correlate with the number of credit hours for the course being taught.
- ♦ Attend training session(s) on offering a course on the Internet and become versed as needed in HTML code for implementation of the course on the Internet.
- ♦ Establish appropriate methods of communication with the students, i.e., e-mail, online conferencing, etc.
- ♦ Handle mailings for students.
- ♦ Evaluate student outcomes and compare to traditional courses.

## II. Interactive Courses

- **FULL-TIME FACULTY:** One hour of released time (as approved by the appropriate Dean) or a stipend equal to one hour of extra-duty pay the semester prior to a course being taught for preparatory and developmental work, one hour of released time each semester for each section of a course that is taught interactively; this hour of released time while teaching an interactive course shall be discontinued beginning with the 2005-2006 College year.
- **ADJUNCT FACULTY:** For the semester prior to a course being taught a stipend equal to one credit hour, for each semester for each section of a course that is taught a stipend that is equal to one credit hour.
- A faculty member will be given one hour of released time or equivalent payment for development of each *different* course prepared, i.e., PSY 180 and PSY 220 would constitute two different courses; two sections of PSY 180 would not.

### *Obligations of Faculty Teaching Interactively:*

- ♦ Participate in a minimum of two days of training on equipment and instructional methods.
- ♦ No instructor will be permitted to teach in the ITV room without training. Training must be completed the semester before the course is taught.
- ♦ Redesign visual materials and overhead transparencies to comply with the four (4) wide by three (3) high "aspect ratio" of television screens.
- ♦ Travel minimum of two times to distance site if schedule permits.
- ♦ Prepare handouts and informational packets for distribution before course offering
- ♦ Practice delivering instruction on the system and have it reviewed by the Telecommunications Coordinator for suggestions.
- ♦ Modify the course's instructional design in order to build in optimal student interaction and involvement in the course.
- ♦ Evaluate student outcomes and compare to traditional courses.
- ♦ Re-teach portions or all of classroom instruction lost to technical difficulties.
- ♦ Handle mailings for students. Regular USPS should be used. Overnight mailings from Port Huron to the remote site are only allowed in extenuating circumstances.
- ♦ Maintain conference hours interactively.

## III. Internet-Based Instruction—Developed By Instructor

- **FULL-TIME FACULTY:** Released time (as approved by the College) or an equal stipend in extra duty pay the semester before equal to the number of contact hours for the course for preparatory and developmental work; first semester course is offered released time or an equal stipend in extra-duty pay equal to one-half of the contact hours for the course. If a faculty member is receiving released time for course development, he/she may not teach any overload at the same time.
- **ADJUNCT FACULTY:** For the semester before the course is taught a stipend equal to the number of contact hours for the course; for the first semester the course is taught a stipend equal to one-half of the contact hours for the course.

### *Obligations of Faculty:*

- ♦ Attend training session(s) on offering a course on the Internet and become versed as needed in HTML code for implementation of the course on the Internet.
- ♦ Develop content for course and present in a manner that is appropriate for the Internet on the Internet.
- ♦ Establish appropriate methods of communication with the students, i.e., e-mail, online conferencing, etc.

- ♦ Modify the course's instructional design in order to build in optimal student interaction and involvement in the course.
- ♦ Evaluate student outcomes and compare to traditional courses.
- ♦ Handle mailings for students.
- ♦ Teach the course a number of times equal to the contact hours of paid development over a minimum of two (2) semesters.

#### **IV. General Guidelines for Tele-courses, ITV, and Internet-Based Courses:**

- Any instructor who completes the preparatory work for any distance-learning course has the right to teach the course.
- The semester before the class is offered, all preparatory and developmental work is to be completed. The semester in which the course is taught is to be devoted to teaching the content and classroom management.
- If a course is canceled, the instructor is still given released time for preparatory and developmental work.
- The instructor should plan on offering the class in the subsequent semester.
- Enrollment for distance learning courses will be equivalent to traditional courses.
- These guidelines are subject to change in order to adapt to changes in technology that allow for increased access to course material.
- For faculty performing preparatory work for or teaching a distance learning class during the Spring or Summer semester would be paid as an extra duty assignment.
- The maximum class size for online classes shall be the global class limit minus twenty percent (20%) or twenty three (23) students, whichever is less; in the event students are required to come to campus for a classroom component, maximum class size shall be the lowest of the global class size minus twenty percent (20%), twenty three (23) students, or the local class limit.
- If an online course is developed by an individual who has never taught the course for the College, except for full-time College staff members, or a course is purchased pre-packaged, such course material shall be reviewed and approved by the discipline/department and CAO to be sure the course materials meet the course abstract and objectives and maintain acceptable standards of quality.
  - ♦ Such course material shall be given the department/discipline and the CAO a minimum of one (1) month prior to the final deadline for the class schedule for the semester/session in which it is proposed the course would be taught; the department/discipline and CAO shall complete the review prior to the schedule deadline.
  - ♦ A quality technical review of the online course shall be performed by the online committee or appropriate designee.
    - Access to the course will be given to the reviewer a minimum of one (1) month prior to the beginning of the semester/session in which it is proposed the course would be taught; the department/discipline and appropriate dean shall complete the review prior to the schedule deadline.
- Faculty members reviewing pre-packaged materials shall receive three hundred dollars (\$300) for each review.
- If the number of credit hours assigned to a course being taught in the online format is increased, the faculty member teaching the course shall be compensated as follows:
  - ♦ Full-time faculty: released time (as approved by the CAO) or an equal stipend in extra-duty pay the semester before equal to the number of additional credit hours for the course for preparatory and development work; for the first semester the course is offered after the change in credit hours, released time (as approved by the CAO) or a stipend in extra-duty pay equal to one-half of the additional credit hours for the course.

- ♦ Adjunct faculty: for the semester before the course is taught, a stipend equal to the number of additional credit hours for the course; for the first time the course is taught after the change in credit hours, a stipend equal to one-half of the additional credit hours for the course.
- ♦ If the course is developed/prepared outside the time frame of a Fall or Winter semester, the faculty member shall receive a stipend, as calculated above.



## **APPENDIX N - CONTRACTUAL POSITION DESCRIPTIONS**

### General Information

Position title: Full-Time Faculty Professor or Instructor

Reports to: CAO

### Primary Functions

To design and deliver instruction to students.

To participate in curriculum-related matters at the discipline, division, and college level.

To assist the mission of the college by participating in college service activities.

### Responsibilities

- Prepare and deliver academic instruction, including developing syllabi, selecting and requesting course materials, developing content and designing assessments
- Maintain and submit necessary class records, including early alert and final grade reports and attendance verification for financial aid compliance
- Participate in student grade appeal procedures (Article VI, Section Three, I)
- Participate in adjunct interviews and evaluations on a rotating basis; participate in full-time continuing status evaluations (continuing status faculty only)
- Observe college calendar (Article VI, Section One, D, Appendix A)
- Post and maintain conference hours (Article VI, Section Three, D)
- Participate in assessment of student learning and assessment reporting according to assessment plan
- Participate in scheduling process and select courses in accordance with discipline rotation (Article VI, Section Three)
- Participate in course review and program review as needed
- Participate in development of courses and programs
- Attend required college in-service days
- Attend division and discipline meetings (Article VI, Section Three, E)
- Meet professional development requirements (Article VI, Section One, A.3)
- Meet college service requirements (Article VI, Section One, A.2)
- Attend commencement (Article VI, Section One, C)
- Submit an annual report outlining the professional activities of the past year (Article VI, Section One, B)

## General Information

Position title: Adjunct Teaching Faculty

Reports to: CAO

## Primary Functions

To design and deliver instruction to students.

## Responsibilities

- Prepare and deliver academic instruction, including developing syllabi, developing content and administering assessments
- Maintain and submit necessary class records, including early alert and final grade reports and attendance verification for financial aid compliance
- Participate in student grade appeal procedures (Article VI, Section Three, I)
- Observe college calendar (Article VI, Section One, D, Appendix A)
- Post and maintain conference hours (Article VI, Section Three, D)
- Participate in assessment of student learning and assessment reporting according to assessment plan

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## Extension Agreement Pages



## 2022-2023 COLLEGE CALENDAR – 16 weeks

<b>Fall 2022</b>	
New Faculty Report	August 17, 2022
All Faculty Report	August 19, 2022
Classes Begin	August 22, 2022
Labor Day – No classes	September 5, 2022
Early Alert Grades Due (at noon)	October 3, 2022
Thanksgiving Break	November 23-25, 2022
Classes Resume	November 28, 2022
Finals Begin	December 12, 2022
Fall Semester Ends	December 16, 2022
Final Grades Due (at noon)	December 19, 2022

<b>Winter 2023</b>	
All Faculty Report	January 5-6, 2023
Classes Begin	January 9, 2023
Early Alert Grades Due (at noon)	February 20, 2023
Spring Break	March 6-10, 2023
Classes Resume	March 13, 2023
Finals Begin	May 1, 2023
Commencement	May 5, 2023
Winter Semester Ends	May 5, 2023
Final Grades Due (at noon)	May 8, 2023

<b>Summer 2023</b>	
Classes Begin	May 15, 2023
Memorial Day	May 29, 2023
Juneteenth – No classes	June 19, 2023
Independence Day – No classes	July 4, 2023
Summer Semester Ends	August 4, 2023
Final Grades Due (at noon)	August 7, 2023

This calendar applies to all instructional divisions of the College, on-campus and off-campus.

## 2023-2024 COLLEGE CALENDAR – 16 weeks

<b>Fall 2023</b>	
New Faculty Report	August 16, 2023
All Faculty Report	August 18, 2023
Classes Begin	August 21, 2023
Labor Day – No classes	September 4, 2023
Early Alert Grades Due (at noon)	October 2, 2023
Thanksgiving Break	November 22-24, 2023
Classes Resume	November 27, 2023
Finals Begin	December 11, 2023
Fall Semester Ends	December 15, 2023
Final Grades Due (at noon)	December 18, 2023

<b>Winter 2024</b>	
All Faculty Report	January 4-5, 2024
Classes Begin	January 8, 2024
Early Alert Grades Due (at noon)	February 19, 2024
Spring Break	March 4-8, 2024
Classes Resume	March 11, 2024
Finals Begin	April 29, 2024
Commencement	May 3, 2024
Winter Semester Ends	May 3, 2024
Final Grades Due (at noon)	May 6, 2024

<b>Summer 2024</b>	
Classes Begin	May 13, 2024
Memorial Day	May 27, 2024
Juneteenth – No classes	June 19, 2024
Independence Day – No classes	July 4, 2024
Summer Semester Ends	August 2, 2024
Final Grades Due (at noon)	August 5, 2024

This calendar applies to all instructional divisions of the College, on-campus and off-campus.

## 2024-2025 COLLEGE CALENDAR – 16 weeks

<b>Fall 2024</b>	
New Faculty Report	August 14, 2024
All Faculty Report	August 16, 2024
Classes Begin	August 19, 2024
Labor Day – No classes	September 2, 2024
Early Alert Grades Due (at noon)	September 30, 2024
Thanksgiving Break	November 27-29, 2024
Classes Resume	December 2, 2024
Finals Begin	December 9, 2024
Fall Semester Ends	December 13, 2024
Final Grades Due (at noon)	December 16, 2024

<b>Winter 2025</b>	
All Faculty Report	January 9-10, 2025
Classes Begin	January 13, 2025
Early Alert Grades Due (at noon)	February 24, 2025
Spring Break	March 10-14, 2025
Classes Resume	March 17, 2025
Finals Begin	May 5, 2025
Commencement	May 9, 2025
Winter Semester Ends	May 9, 2025
Final Grades Due (at noon)	May 12, 2025

<b>Summer 2025</b>	
Classes Begin	May 19, 2025
Memorial Day	May 26, 2025
Juneteenth – No classes	June 19, 2025
Independence Day – No classes	July 4, 2025
Summer Semester Ends	August 8, 2025
Final Grades Due (at noon)	August 11, 2025

This calendar applies to all instructional divisions of the College, on-campus and off-campus.

## 2025-2026 COLLEGE CALENDAR – 16 weeks

<b>Fall 2025</b>	
New Faculty Report	August 20, 2025
All Faculty Report	August 22, 2025
Classes Begin	August 25, 2025
Labor Day – No classes	September 1, 2025
Early Alert Grades Due (at noon)	October 6, 2025
Thanksgiving Break	November 26-28, 2025
Classes Resume	December 1, 2025
Finals Begin	December 15, 2025
Fall Semester Ends	December 19, 2025
Final Grades Due (at noon)	December 22, 2025

<b>Winter 2026</b>	
All Faculty Report	January 8-9, 2026
Classes Begin	January 12, 2026
Early Alert Grades Due (at noon)	February 23, 2026
Spring Break	March 9-13, 2026
Classes Resume	March 16, 2026
Finals Begin	May 4, 2026
Commencement	May 8, 2026
Winter Semester Ends	May 8, 2026
Final Grades Due (at noon)	May 11, 2026

<b>Summer 2026</b>	
Classes Begin	May 18, 2026
Memorial Day	May 25, 2026
Juneteenth – No classes	June 19, 2026
Independence Day – No classes	July 3, 2026
Summer Semester Ends	August 7, 2026
Final Grades Due (at noon)	August 10, 2026

This calendar applies to all instructional divisions of the College, on-campus and off-campus.

Appendix B  
 MAHE 2022-2023

Steps	Education Level/Years of Experience	A	B	C	D	E	F
0	0	39,714	43,950	48,184	52,421	56,655	60,891
1	1	42,679	46,915	51,149	55,385	59,619	63,856
2	2	45,643	49,879	54,114	58,349	62,584	66,820
3	3	48,608	52,843	57,079	61,314	65,549	69,784
4	4	51,573	55,808	60,043	64,278	68,514	72,749
5	5	54,537	58,773	63,008	67,244	71,479	75,715
6	6	57,501	61,739	65,973	70,209	74,443	78,679
7	7	60,467	64,703	68,937	73,174	77,408	81,644
8	8	63,432	67,668	71,902	76,138	80,373	84,609
9	9	66,397	70,632	74,867	79,102	83,337	87,572
10	10	69,361	73,595	77,832	82,066	86,302	90,537
11	11	72,326	76,560	80,796	85,031	89,267	93,501
12	12	75,291	79,525	83,761	87,995	92,232	96,467

A = Non-Degree

B = BA/BS

C = MA/MS

D = MA/MS + 20

E = MA/MS +40

F = MA/MS +60 or Doctorate

Appendix B  
2023-2024

Steps	Education Level/Years of Experience	A	B	C	D	E	F
0	0	40,508	44,829	49,148	53,469	57,788	62,109
1	1	43,533	47,853	52,172	56,493	60,811	65,133
2	2	46,556	50,877	55,196	59,516	63,836	68,156
3	3	49,580	53,900	58,221	62,540	66,860	71,180
4	4	52,604	56,924	61,244	65,564	69,884	74,204
5	5	55,628	59,948	64,268	68,589	72,909	77,229
6	6	58,651	62,974	67,292	71,613	75,932	80,253
7	7	61,676	65,997	70,316	74,637	78,956	83,277
8	8	64,701	69,021	73,340	77,661	81,980	86,301
9	9	67,725	72,045	76,364	80,684	85,004	89,323
10	10	70,748	75,067	79,389	83,707	88,028	92,348
11	11	73,773	78,091	82,412	86,732	91,052	95,371
12	12	76,797	81,116	85,436	89,755	94,077	98,396

A = Non-Degree

B = BA/BS

C = MA/MS

D = MA/MS + 20

E = MA/MS +40

F = MA/MS +60 or Doctorate

Appendix B  
2024-2025

Steps	Education Level/Years of Experience	A	B	C	D	E	F
0	0	41,318	45,726	50,131	54,538	58,944	63,351
1	1	44,404	48,810	53,215	57,623	62,027	66,436
2	2	47,487	51,895	56,300	60,706	65,113	69,519
3	3	50,572	54,978	59,385	63,791	68,197	72,604
4	4	53,656	58,062	62,469	66,875	71,282	75,688
5	5	56,741	61,147	65,553	69,961	74,367	78,774
6	6	59,824	64,233	68,638	73,045	77,451	81,858
7	7	62,910	67,317	71,722	76,130	80,535	84,943
8	8	65,995	70,401	74,807	79,214	83,620	88,027
9	9	69,080	73,486	77,891	82,298	86,704	91,109
10	10	72,163	76,568	80,977	85,381	89,789	94,195
11	11	75,248	79,653	84,060	88,467	92,873	97,278
12	12	78,333	82,738	87,145	91,550	95,959	100,364

A = Non-Degree

B = BA/BS

C = MA/MS

D = MA/MS + 20

E = MA/MS +40

F = MA/MS +60 or Doctorate

Overload per contact hour

22/23	23/24	24/25
\$1,020	\$1,040	\$1,061



ADJUNCT RATES

<b>Education</b>	<b>Contact Hours Taught for SC4</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>
Bachelor's Degree	0 to 20	556	567	578
Bachelor's Degree	21 to 50	668	681	695
Bachelor's Degree	51 or over	765	780	796
Master's Degree	0 to 20	607	619	631
Master's Degree	21 to 50	740	755	770
Master's Degree	51 or over	1020	1040	1061
<b>Education</b>	<b>Clock Hours Taught for SC4</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>
Bachelor's Degree	0 to 700	18.68	19.05	19.43
Bachelor's Degree	701 to 1400	21.38	21.81	22.25
Bachelor's Degree	1401 to 2100	24.39	24.88	25.38
Bachelor's Degree	Over 2100	27.41	27.96	28.52
Master's Degree	0 to 700	20.78	21.2	21.62
Master's Degree	701 to 1400	23.49	23.96	24.44
Master's Degree	1401 to 2100	26.51	27.04	27.58
Master's Degree	Over 2100	29.52	30.11	30.71
Bachelor's Degree	<b>Nursing Clinical</b>	44.98	45.88	46.8
Master's Degree	<b>Nursing Clinical</b>	47.24	48.18	49.14
Bachelor's Degree	<b>Allied Health</b>	35.14	35.84	36.56
Master's Degree	<b>Allied Health</b>	37.11	37.85	38.61

# MAHE LETTER OF AGREEMENT

The College and the Association hereby agree the workload for faculty members within Respiratory Therapy shall fall within the thirty-six (36) contact hours maximum/thirty (30) contact hours minimum within Article VI, Section 3, Paragraph K, 1b.

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party, and shall automatically expire with the expiration of the 2019-2021 Faculty Agreement.


For the College:

  
\_\_\_\_\_  
President's Signature

  
\_\_\_\_\_  
Chief Negotiator's Signature

For the Association:

  
\_\_\_\_\_  
Union President's Signature

  
\_\_\_\_\_  
Chief Negotiator's Signature

Date: 4/26/19

Letter of Agreement No. 04/2019-2021

# MAHE LETTER OF AGREEMENT


The College and the Association hereby agree to replace the current Eval-Library-1 form with the attached document.

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party, and shall automatically expire with the expiration of the 2019-2021 Faculty Agreement.

For the College:   
\_\_\_\_\_  
President's Signature

  
\_\_\_\_\_  
Chief Negotiator's Signature

For the Association:   
\_\_\_\_\_  
Union President's Signature

  
\_\_\_\_\_  
Chief Negotiator's Signature

Date: 03/10/2020

Letter of Agreement No. 05/2019-2021



LIBRARY CLIENT PERCEPTIONS FORM  
EVAL – LIBRARY – 1

Faculty Member: \_\_\_\_\_ Date \_\_\_\_\_

LIBRARY USE ONLY

- Provided instruction for: \_\_\_\_\_ English 101 \_\_\_\_\_ English 102 \_\_\_\_\_ Other \_\_\_\_\_
- Helped with accessing resources.
- Assisted with computer hardware or software.
- Assisted with English 101 library assignment.
- Assisted with short reference question.
- Provided in-depth research help.

1. I am a: Student \_\_\_\_\_ Faculty \_\_\_\_\_ Staff \_\_\_\_\_ Other (specify) \_\_\_\_\_
2. How often have you asked a reference librarian (the person who sits at the Reference Desk) for help this semester? \_\_\_\_\_

PLEASE RESPOND SPECIFICALLY TO YOUR EXPERIENCE WITH \_\_\_\_\_

Use the following scale for your evaluation descriptions.

RATING SCALE:

- 1 – almost never or almost nothing
- 2 – seldom or little
- 3 – occasionally or less than expected
- 4 – often or much
- 5 – very often or very much
- 6 – almost always or a great deal

3. The librarian was informative.	1	2	3	4	5	6
4. The librarian was courteous.	1	2	3	4	5	6
5. The librarian helped me improve my ability to use the library.	1	2	3	4	5	6
6. The librarian was effective in helping to find information.	1	2	3	4	5	6
7. The librarian clearly explained how to locate information / The librarian was understandable.	1	2	3	4	5	6
8. Based on this experience, would you feel comfortable using the library in the future?	1	2	3	4	5	6

9. State one thing you learned from this experience.

10. State one thing you had difficulty understanding from this experience.

# MAHE LETTER OF AGREEMENT

The College and the Association hereby agree that the maximum annual workload of an adjunct faculty member will be calculated as 75% of the maximum of the full-time faculty workload range for the discipline in which the adjunct faculty member is teaching. The maximum semester workload of an adjunct faculty member will not exceed 50% of the adjunct faculty member's maximum annual workload without mutual consent of the CAO and the Association president or their designee.

Approval of this agreement resolves grievances 010-2019, 011-2019, 012-2019, and 001-2020 filed by the Association against the College with no further remedy sought. Approval of this agreement also results in removal of the January 8, 2020 PERA request for information from the College.

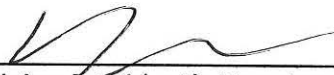
This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party, and shall automatically expire with the expiration of the 2019-2021 Faculty Agreement.

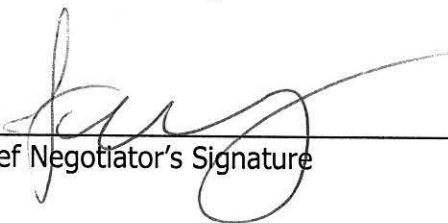
For the College:

  
\_\_\_\_\_  
President's Signature

  
\_\_\_\_\_  
Chief Negotiator's Signature

For the Association:

  
\_\_\_\_\_  
Union President's Signature

  
\_\_\_\_\_  
Chief Negotiator's Signature

Date: 03/10/2020

Letter of Agreement No. 06/2019-2021

# MAHE LETTER OF AGREEMENT

The College and the Association hereby agree to implement the position of Department Chair by the start of Winter 2021 semester as follows:

- The Department Chair position will replace the position of both Academic and Program Leads as listed in the current contract.
- Contract funds allocated for Academic and Program Lead positions (\$57,600 per year) shall instead be distributed to Department Chairs as determined by mutual agreement of the Association and Administration.
- Individuals holding the position of Department Chair will be granted release time in the amount of 40% of annual minimum load.
- Only one Department Chair will be appointed per Academic Division.
- Department Chair election will follow the process for electing Academic and Program Leads per the current contract.
- Adjunct hiring is by mutual agreement between the Department Chair and CAO. If agreement is not reached the College President will make the final determination.

- **Department Chairperson Position Description**

Position Title: Department Chairperson

Reports To: CAO

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

Primary Functions: To provide academic and professional leadership for faculty in the department. To assist the CAO in the design and delivery of instruction for the department. To coordinate the day-to-day operation of the department.

Responsibilities:

1. Provides effective instructional and organizational leadership to the department to maintain quality performance, encouraging experimentation and development of innovative methods of instruction.
2. Participates in the recruitment and selection of full-time faculty.
3. Orients new full-time faculty and coordinates and participates in the evaluation process.
4. Schedules and participates in the evaluation process for continuing-status faculty.
5. Recruits, recommends, orients and evaluates adjunct faculty in cooperation with the department faculty and Academic Services.
6. Prepares the total class schedule for the department after consultation with the department faculty and the CAO.
7. Evaluates transfer and vocational programs and offerings through the involvement of faculty and coordinates the evaluation activities with the CAO.
8. Coordinates the development of course outlines, syllabi, text selection, and other instructional materials by department faculty.
9. Establishes and meets with advisory committees to develop responses to identified needs of the community for programs, courses or cultural activities.
10. Coordinates departmental student academic advising in cooperation with Enrollment Services.

11. Assists the CAO in the preparation of the departmental budgets.
12. Administers and monitors expenditures in the departmental budgets.
13. Complies and reviews the instructional content of the department in the College Catalog and other publications in cooperation with the department and discipline members.
14. Conducts on a regular basis departmental meetings and develops other methods to facilitate participation of faculty in matters that affect them.
15. Initiates and facilitates cooperation with other instructional departments, the Learning Resource Center, the Student Personnel Staff, and the Business Office.
16. Provides supervision of technicians and student workers assigned to the department.
17. Promotes departmental programs and course offerings.
18. Participates in the Curriculum and Appointments Forum Committees as needed.
19. Assists in special on-campus and off-campus registrations sessions.
20. Schedules eight (8) office hours in addition to contractual conference hours: four (4) hours for optimum access by students and faculty and four (4) hours at the discretion of the CAO.
21. Performs such other responsibilities as might be assigned by the CAO.

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party and shall automatically expire with the expiration of the 2021-2022 Faculty Agreement.

For the College: *DA Snyder*  
[DA Snyder \(Aug 31, 2020 09:20 EDT\)](#)  
\_\_\_\_\_  
President's Signature

*DA Snyder*  
[D A Snyder \(Aug 31, 2020 09:20 EDT\)](#)  
\_\_\_\_\_  
Chief Negotiator's Signature

For the Association: *Rita Radzilowski*  
[Rita Radzilowski \(Aug 31, 2020 10:10 EDT\)](#)  
\_\_\_\_\_  
Union President's Signature

*Rita Radzilowski*  
[Rita Radzilowski \(Aug 31, 2020 10:10 EDT\)](#)  
\_\_\_\_\_  
Chief Negotiator's Signature

Date: Aug 31, 2020

Letter of Agreement No. 08/2019-2021



# MAHE

## LETTER OF AGREEMENT

The College and the Association hereby agree to the following with regard to the establishment of Occupational Coordinators:

- Effective at the beginning of the Winter 2021 semester, eight (8) Occupational Coordinator positions will be established to assist the Department Chair and CAO with coordinating the operation of programs.
- The positions will be distributed as follows:
  - BIT division – 2 occupational coordinators (business administration and computer information systems)
  - STEM division – 2 occupational coordinators (engineering technology)
  - Humanities division – 1 occupational coordinator (graphic design)
  - Social Sciences division – 1 occupational coordinator (criminal justice)
  - Health Sciences division – 2 occupational coordinators (ADN and PN)
- Occupation Coordinator Position Description
  - General Information
    1. Position Title: Occupational coordinator
    2. Reports to: CAO
    3. Qualifications: Full-time, continuing status faculty member, probationary status or temporary status
    4. Election: Elected annually by the full-time faculty members of the division.
  - Duties and Responsibilities
    1. To assist the CAO and department chair in coordinating the operation of programs.
    2. Recruit business and industry representatives, coordinate and lead program advisory committees.
    3. Organize and report program assessment of student learning activities.
    4. Monitor the program data and employment trends and recommend updates for program sustainability and viability.
    5. Coordinate faculty participation in student recruiting activities.
    6. Coordinate faculty program-level advising of students.
    7. Lead program review and coordinate distribution and collection of PROE surveys.
    8. Make recommendations for curriculum revisions and course changes.
    9. Assist department chair with preparation of the total class schedule.
    10. Participate in the recruitment, selection, and orientation of full-time faculty.
    11. May participate in the evaluation of full-time faculty in lieu of the department chair.
    12. Participate in the recruitment, selection, orientation, and evaluation process for adjunct faculty.
  - Compensation
    1. Occupational coordinators are compensated two thousand dollars (\$2000) per semester.
    2. During program review years, occupational coordinators are compensated an additional five hundred dollars (\$500) per semester.

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party and shall automatically expire at the end of the 2021/2022 collective bargaining agreement.

For the College: *DA Snyder*  
DA Snyder (Oct 8, 2020 12:14 MDT)  
\_\_\_\_\_  
President's Signature

*Bethany Mayea*  
\_\_\_\_\_  
Chief Negotiator's Signature

For the Association: *Rita Radzilowski*  
Rita Radzilowski (Oct 8, 2020 19:42 EDT)  
\_\_\_\_\_  
Union President's Signature

*Ang Jung*  
\_\_\_\_\_  
Chief Negotiator's Signature

Date: 10/08/2020

Letter of Agreement No. 10/2019-2021

# MAHE LETTER OF AGREEMENT

In order to minimize spread and exposure to the highly contagious variants of Covid-19 a contactless conference will be conducted according to the following principle:

- Faculty teaching on campus will offer a minimum of one 50-minute conference hour on campus. The remainder of conference hours may be online.
- Faculty teaching all courses online can schedule conference hours on campus or online. All conference hours may be scheduled online.

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party and shall automatically expire at the end of the ~~Winter 2022 semester~~ 2022-2025 faculty agreement.

For the College:

*DA Snyder*

DA Snyder (Jan 7, 2022 13:52 EST)

\_\_\_\_\_  
President's Signature

*Bethany Mayea*

Bethany Mayea (Jan 7, 2022 13:42 EST)

\_\_\_\_\_  
Chief Negotiator's Signature

For the Association:

*Aug Jay*

\_\_\_\_\_  
Union President's Signature

*Aug Jay*

\_\_\_\_\_  
Chief Negotiator's Signature

Date: \_\_\_\_\_

Letter of Agreement No. 03/2021-2022

# MAHE LETTER OF AGREEMENT


The College and the Association hereby agree to the following with regard to the establishment of a Transfer Degree Review Developer position:

- Effective at the beginning of the Summer 2022 semester, a Special Assignment Transfer Degree Review Developer position will be established to assist the CAO with the development of a transfer degree review structure and implementation process for the Associate of Arts and Associate of Science transfer degrees.
  
- Transfer Degree Review Developer Position Description
  - General Information
    1. Position Title: Transfer Degree Review Developer/Co-Transfer Degree Review Developers (2)
    2. Reports to: CAO
    3. Qualifications: Full-time, continuing status faculty member, probationary status or temporary status
    4. Special Assignment Duration: May 2022 through August 8, 2022
  - Duties and Responsibilities
    1. To assist the CAO with the development of a transfer degree review structure and implementation process for the Associate of Arts and Associate of Science transfer degrees.
    2. Develop five (5) measurable outcomes for each of the AATLA and ASTSC degrees.
    3. Develop a Transfer Degree Review and Assessment (TDRA) process flow plan, including recommendations on transfer courses used to measure outcomes.
    4. Develop supporting and reporting documentation toward implementation of TDRA process flow plan.
    5. Present completed development outcomes, process flow plan, and supporting command & reporting documentation to Academic Review Committee (ARC) for approval at the first ARC meeting of Fall 2022.
    6. Coordinate with CAO on needed adjustments after presentation to ARC.
    7. Train and advise Transfer Leads on utilization of all developed Transfer Degree Review documentation and processes.
  - Compensation
    1. The Transfer Degree Review Developer shall be compensated five thousand (\$5000.00) dollars or Co-Transfer Degree Review Developer (2) will be compensation \$2500.00 each upon completion of work as determined by the CAO.

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party and shall automatically expire at the end of the 2021/2022 collective bargaining agreement.

For the College: *DA Snyder*  
DA Snyder (May 5, 2022 14:27 EDT)  
\_\_\_\_\_  
President's Signature

*Bethany Mayea*  
Bethany Mayea (May 5, 2022 14:22 EDT)  
\_\_\_\_\_  
Chief Negotiator's Signature

For the Association:   
\_\_\_\_\_  
Union President's Signature

*Paul Bedard*  
Paul Bedard (May 5, 2022 12:38 EDT)  
\_\_\_\_\_  
Chief Negotiator's Signature

Date: \_\_\_\_\_

Letter of Agreement No. 04/2021-2022

# MAHE LETTER OF AGREEMENT

The College and the Association hereby agree to the following:

The provisions of Appendix L will not be applied because they are superseded by other contract language.

Beginning with the Summer 2023 semester, extra duty for summer assignments shall be limited to 18 contact hours for faculty members teaching in the 28-32 contact hour range and 20 contact hours for faculty members teaching in the 30-36 contact hour range. The CAO may waive this limitation.


When the CAO waives the limit on overload or extra duty contact hours, the CAO must report the waiver to the Instructional Environment Committee (IEC).

**The CAO will report the overage to the IEC at the next scheduled meeting.**

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party and shall automatically expire at the end of the 2022/2025 collective bargaining agreement.

For the College: *DA Snyder*  
DA Snyder (Apr 11, 2022 08:48 CDT)  
\_\_\_\_\_  
President's Signature

*Bethany Mayea*  
Bethany Mayea (Apr 11, 2022 11:08 EDT)  
\_\_\_\_\_  
Chief Negotiator's Signature

For the Association:   
\_\_\_\_\_  
Union President's Signature

*Paul Bedard*  
Paul Bedard (Apr 11, 2022 19:17 EDT)  
\_\_\_\_\_  
Chief Negotiator's Signature

Date: \_\_\_\_\_

Letter of Agreement No. 01/2022-2025

# MAHE LETTER OF AGREEMENT

The College and MAHE have agreed to add the following:

- An ADN Clinical full-time faculty position may be designated as the Nursing SIM Instructor.
- Nursing Simulation faculty work in the thirty (30) to thirty-six (36) contact hour range, and base load shall be achieved in simulation courses. Non-simulation courses may be used for base load at the discretion of the College.
- Effective Fall 2022 semester, a ninth (9) Occupational Coordinator position will be established to assist the Department Chair and CAO with coordinating the operations of programs.
- The ninth (9) Occupational Coordinator position will be distributed to the Health Sciences Division. Occupational Coordinators in Health Sciences cover all occupational programs in the division.

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party and shall automatically expire at the end of the 2022-2025 Faculty Agreement.

For the College:

*DA Snyder*

[DA Snyder \(May 5, 2022 14:27 EDT\)](#)

\_\_\_\_\_  
President's Signature

*Bethany Mayea*

[Bethany Mayea \(May 5, 2022 14:22 EDT\)](#)

\_\_\_\_\_  
Chief Negotiator's Signature

For the Association:

*Aug Jey*

\_\_\_\_\_  
Union President's Signature

*Paul Bedard*

[Paul Bedard \(May 5, 2022 12:38 EDT\)](#)

\_\_\_\_\_  
Chief Negotiator's Signature

Date: \_\_\_\_\_

Letter of Agreement No. 02/2022-2025

## ARTICLE XII – DURATION OF THE AGREEMENT

This MAHE Agreement shall be effective as of August 9, 2022 and shall continue in effect through the end of the Summer semester, August 11, 2025. During the 2024-2025 College year, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.

### Board of Trustees

*Karen L. Niver, MD*

By: [Karen L. Niver, MD \(Apr 21, 2022 08:40 EDT\)](#)  
Chairperson


*Marcia A Robbins*

By: [Marcia A Robbins \(Apr 21, 2022 15:52 EDT\)](#)  
Vice Chairperson

*DA Snyder*

By: [DA Snyder \(May 5, 2022 13:05 EDT\)](#)  
President

### MAHE Association

By:   
President

*Jane Lewandoski*

By: [Jane Lewandoski \(May 5, 2022 12:54 EDT\)](#)  
Secretary

\_\_\_\_\_  
Date of Signing