WEST SHORE COMMUNITY COLLEGE
INSTRUCTIONS AGREEMENT

August 28, 2014

to

May 7, 2017
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AGREEMENT

This Collective Bargaining Agreement entered into effective August 28, 2014 between the West Shore Community College District, hereinafter referred to as the “College,” and the West Shore Community College Faculty Association, hereinafter referred to as the “Association”, expresses all mutually agreed covenants between the parties hereto.

ARTICLE I - RECOGNITION

Section 1. The College Recognizes the Association

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

ARTICLE II - COLLEGE’S RIGHTS/ASSOCIATION RIGHTS

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

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

Section 2. College Management Rights

A. Except as expressly limited in this Agreement, the College reserves and retains fully and exclusively, all of its inherent and customary rights respecting Administration of West Shore, including specifically, but not by ways of limitation, the right to:

1) define the goals of and develop the policies of the College;

2) determine the curriculum and extracurricular programs to be offered in the College, together with the work to be performed by and the schedules of work and instruction of all employees of the College;

3) determine the number, location and usage of the College’s facilities;

4) select and direct all employees, including the rights to hire, discipline, suspend, discharge, promote, demote, assign, reassign, transfer or lay off employees or to reduce or increase the size of the working forces;

5) determine the methods, means, materials and personnel by which the operations of the College shall be conducted; and

6) do all other things in its judgment necessary for the proper establishment, maintenance, management and carrying on of the College.
Section 3. College Right to Maintain or Improve Services

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

Section 4. College Right to Change Policies

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

Section 5. Notice of Changes to Policies Affecting Faculty

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

Section 6. Association Right to Organize

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

Section 7. Access to Information

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

Section 8. Board Agenda

A. On the dates of the Board's official meetings, a copy of the agenda with all public attachments shall be provided for the Faculty Association before such meetings. A copy of the approved minutes of Board meetings may be secured by the Faculty Association within ten (10) days after the date the minutes were approved.

Section 9. Faculty Association - Administration Meetings
A. Members of the bargaining unit who by arrangement between the Faculty Association and the College Administration participate during working hours in conferences and meetings with the Board or its representatives which involves or derives from this collective bargaining agreement shall suffer thereby no loss of pay.

**Section 10. Equal Rights**

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

Section 1. Academic Freedom

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

Section 2. Academic Responsibility

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

Section 3. Representing the College

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

Section 1. Education and Experience Required

A. When hiring faculty, the College will comply with all state and accreditation hiring guidelines, as well as Board policy, in determining hiring qualifications. It will be the policy of the College to encourage faculty member participation in the selection of faculty positions. At the time a job offer to a new faculty hire is accepted, the appropriate Administrative Supervisor shall determine and record those teaching discipline(s) for which the faculty member is qualified.

B. After agreement with the Association, the College may, at job offer, place contingent requirements upon a new faculty member based on a gap in meeting hiring qualifications. Such contingent requirements will include a timeline for completion. Upon acceptance of the offer, the probationary faculty member acknowledges the contingency and the obligation to complete according to the terms outlined or be subject to possible non-renewal as described in Section 4 of this article.

Section 2. Personnel File

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

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

C. Each faculty member shall have the right to examine the contents of his/her own personnel file, excluding only confidential pre-employment credentials of an evaluative nature. Faculty members shall make an appointment with the Human Resources Office to examine their file.

D. The Director of Human Resources or designee shall be present when the faculty member examines their file; and if the faculty member desires it, may be accompanied by a representative of the Faculty Association. If the faculty member designates in writing that a representative of the Faculty Association may examine their file in his/her absence, the designated representative shall be allowed to examine the file.

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

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

G. All faculty members shall have the right to place in their personnel file materials which attests to their professional competence.

H. On request, faculty members may receive duplicates of any material in their personnel file except confidential pre-employment credentials of an evaluative nature. Electronic copies will be provided at no cost; paper copies may require a reasonable duplication fee to be paid by the faculty member.

I. All faculty members shall be apprised in writing of the permanent removal of any material from their personnel file. The following rules shall govern the permanent removal of such material:
1) All faculty members shall have the right to request in writing the material filed for five years prior to the request be removed permanently from their personnel file. Such material shall be removed promptly by the College.

2) The College shall have the right to remove permanently material filed for over five years prior to the date of removal. Removed materials will promptly be returned to the faculty member.

3) Material expressly excluded from these provisions shall include: employment data, such as verification of job experience; transcripts of credits; records of certification necessary for initial salary placement and subsequent salary changes; adjustments in confidential pre-employment credentials of an evaluative nature; or other legally necessary documents.

Section 3. Probationary Appointment

A. Faculty members newly employed under the provisions of this agreement shall have the status of probationary employees for three (3) full contract years, or as may be extended as provided in this agreement.

B. Evaluation of probationary full-time faculty will be completed as described in Article VIII, Faculty Evaluation.

C. By March 1 of the first and second contract year, the appropriate Academic Supervisor shall submit one of the following recommendations to the Academic Vice President
   1) Continued employment with probation
   2) Non-renewal of contract

D. If a one-year probationary appointment is not to be renewed, the faculty member shall be notified in writing no later than March 15 with a statement of reason for non-renewal, if requested.

E. Upon acceptance by the Academic Vice President, any faculty member recommended for continued employment with probation shall undergo a repeat of the procedure for evaluating probationary faculty during the next contract year.

Section 4. Process of Attaining Continuing Appointment

A. Continuing appointment is for the purpose of assuring academic freedom and providing job protection for faculty. The granting of continuing appointment must not be solely a reward for services performed during the probationary years but should be an expression of confidence that a faculty member is teaching and will continue to teach to the highest professional standards, as well as demonstrate professionalism in service to the college community and as a member of an academic discipline. Continuing appointment shall not be acquired automatically by length of service or as a consequence of errors or omissions on the part of the Employer.

B. Since the primary mission of the College is teaching, faculty with instruction responsibilities must demonstrate excellent teaching. Excellent teaching encompasses mastery of the academic responsibilities set forth in Article X. Faculty Responsibilities. Documentation of excellent classroom teaching includes but is not limited to student evaluations, peer evaluations, self-evaluations and administrative evaluations. Faculty must also show
significant strength in at least one of the areas listed below in order to be awarded continuing contract.

1. Service to the College: Demonstration of service to the College may include, but is not limited to, contributions to instructional programs; grant writing; student advising and contributions in student activities, and service on college committees.

2. Service to the Community: Demonstration of service to the Community may include, but is not limited to, speaking engagements, serving on or advising boards, agencies, and public committees, and other public professional service appropriate to a faculty member’s discipline or professional interests. Faculty members should demonstrate the appropriateness of their contributions in relation to their discipline and the mission of the College.

3. Professional Activities and Contributions: Professional activities and contributions may include, but are not limited to, presentations; scholarly writings and publications; research; participation in professional societies; and artistic performance and creativity.

C. The Academic Supervisor will issue a letter, no later than November 1 of the third year of employment, or in compliance with the timeline for completing a contingent appointment, inviting the faculty member to submit an application for continuing appointment.

D. The faculty member, will submit, not later than January 15 of the third year of employment, a letter of application for continuing appointment which includes attachments that adequately document the application. Failure by the faculty member to adequately document relevant achievements and readiness for continuing appointment shall result in a negative recommendation.

E. A review team formed of equal numbers of faculty and administrators will review the application and may request that the probationary faculty member provide additional support for the application.

F. By February 15, the review team will submit one of the following recommendations to the academic vice president:
   a. Continuing status
   b. One year additional probation
   c. Non-renewal of contract

G. The academic vice president will review the recommendation and then provide a recommendation to the president by March 1

H. Following receipt of the recommendation, and by March 15, the president shall offer continuing status, one additional year of probation, or not renew the contract. If probation is extended the probationary faculty member may reapply for continuing appointment according to the process outlined above.

I. If a fourth year or fifth year of probation is granted by the president, at the end of that year, a final decision of either a renewal or non-renewal will be made by March 15. A fifth year will be granted only in cases of a pre-approved timeline for a contingent hire.
J. If a one-year probationary appointment is not to be renewed, the faculty member shall be notified in writing no later than March 15 with a statement of reason for non-renewal, if requested.

K. A faculty member receiving notice of non-renewal of probationary appointment shall be entitled to consultation with the President within five (5) work days of receipt of said notice.

L. The grievance procedure shall not be used as a recourse in termination of employment for a probationary employee.

**Section 5. Continuing Appointment**

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

**Section 6. Notice**

A. All faculty members must announce their intent to discontinue service with the College in the next contract year prior to April 1. After April 1, a faculty member may discontinue service only by mutual consent of the Board and the faculty member.

**Section 7. Staff Reduction and Reappointment**

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

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

**Section 8. Notice of Termination of Employment**

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

B. All faculty members, with continuing contract status, who are terminated in accordance with provisions of Section 7 above shall receive severance allowance equal to 25% of their last annual contracted salary amount payable June 30 of the current fiscal year, or following the close of the current fiscal year, at the employee’s option.
C. Individuals who have been terminated from employment with the College may apply for, and will receive consideration for, a position with the College for which he/she is qualified if such a position becomes available. If a former faculty member is rehired within five (5) years to a position in the bargaining unit and the same discipline as his/her former assignment, he/she will be given full credit on the salary scale for previous service and will not be required to serve an additional probationary period. All other rehires will be subject to a probationary appointment under Article IV, Section 3.

D. An individual rehired within five (5) years shall be required to repay any severance allowance received under sub-section A, above. The payment may be made in a lump sum at the time of reemployment, or may be satisfied by payroll deductions over a period of five (5) years. If the faculty member is released due to staff reduction before full repayment, they shall only be entitled to return of the amounts repaid, in lieu of any further payment under Subsection B, above.

E. An individual rehired by the College who has previously participated in the Separation Recognition Program under Article VI, Section 7, will only be eligible for additional years of service credit, beyond those already paid.

Section 9. Failure to perform

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

Section 10. Discipline

A. All discipline shall be for just cause. Disciplinary action shall generally follow the pattern of warning, reprimand, suspension, dismissal. This pattern may be altered when the circumstances of the particular situation warrant.

B. The President may place a faculty member on leave pending investigation when it is in the best interests of the faculty member and/or the College. The leave shall be with pay, unless the College determines that suspension or discharge is warranted.

C. The faculty member shall be entitled to notice of the concern and an opportunity to respond before any discipline is issued.

D. If suspension or dismissal is to be recommended, the following procedure applies:

1) The President shall provide the faculty member with a written notice of charges for which dismissal is recommended. The notice will also set forth a hearing date with the Board.

2) The faculty member shall have an opportunity to respond to the President prior to the hearing date.

3) The Board shall hear the case. The faculty member may be heard in his/her own defense or by counsel.

4) Following the hearing, the Board shall recommend to the President the action to be taken.
5) The President shall implement the recommendation of the Board, providing written notification to the faculty member.

E. The due process procedures in Subsection D above shall constitute the sole remedy in case of dismissal and shall not otherwise be subject to grievance procedures as outlined in Article IX of the Agreement.

F. A faculty member may place a statement in his/her personnel file responding to any discipline issued by the College.

G. Non-renewal of an appointment is not to be considered a dismissal.
ARTICLE V: WORKING CONDITIONS

Section 1. Teaching Load

A. The instructional load shall be 15 equated hours per semester (30 equated hours per contract year). If mutually agreed by the faculty member and the college, there can be flexibility in how the 30 equated hours per contract year are divided between the two (2) semesters. If there is such an agreement, there will be no overload for equated hours above fifteen (15) in the first semester, unless the total number of equated hours exceeds base load thirty (30) for the contract year.

1) Lecture session equated hour for hour.

2) Lab session equated hour for hour (including art studio, science laboratory and other activity oriented sessions and nursing).

Section 2. Low Enrollment Courses

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

1) \{(First 3 students) \times (course equated hours) \times (.65)\} + \{(number of additional students) \times (course equated hours) \times (.05)\}

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

1) When an instructor's load contains a total of fifteen (15) or more regular, equated, and low enrollment hours, no additional low enrollment classes will be assigned without the instructor's permission.

2) Not more than two low enrollment classes may be assigned per semester without the instructor's permission.

3) Low enrollment course assignments shall be made no later than one working day before classes begin and, when required under this paragraph, the instructor's permission to assign a low enrollment class shall be obtained in writing on or before that date.

Section 3. Independent Study

A. By definition, Independent Study is a course designed to provide a student with a valuable experience of independent research, analysis, and reporting that will enhance grasp of a subject and develop the motivation, skills, and discipline of independent work. The Independent Study must be approved by the instructor and the Administrative Supervisor.

B. Compensation – $225 per credit hour, minimum of $450 per student (no limits subject to Administrative Supervisor approval, not calculated in load).
Section 4. Course By Arrangement

A. By definition, Course by Arrangement is an approved course within the curriculum taught by personal arrangement between the instructor and the student. A valid scheduling conflict must exist for students to be eligible for Course by Arrangement instruction. A Course by Arrangement is permissible when courses a student needs for graduation are offered at the same time or not offered in a given semester. The Course by Arrangement must be approved by the instructor and the Administrative Supervisor.

B. Compensation – $200 per credit hour, minimum of $400 per student (limit of 2 – not calculated in load)

Section 5. Combined Courses

A. When two or more courses or parts of courses are combined to be taught by a faculty member, the guidelines shall be as follows:

1) Courses which are entirely lecture in nature shall not be combined.

2) Two or more laboratory sections may be combined by being offered at the same time and the combination will be equated as one section.

3) When two or more laboratory sections are combined and one of the sections is longer than the other, the faculty member will be paid at the equated hour value for the longest of the sections involved.

4) Courses with significantly different content cannot be combined without mutual agreement between the faculty member and the Administrative Supervisor.

Section 6. High School Courses

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

Section 7. Overload

A. Instructional overload shall commence when the equivalent of 15 equated hours per semester is exceeded or the equivalent of 30 hours per contract year is exceeded, whichever first occurs. If mutually agreed by the faculty member and the college, there can be flexibility in how the 30 equated hours per contract year are divided between the two (2) semesters. If there is such an agreement, there will be no overload for equated hours above fifteen (15) in the first semester, unless the total number of equated hours exceeds base load thirty (30) for the contract year.

B. Full-time faculty shall be offered the opportunity to teach classes at an overload pay rate prior to offering such classes to part-time faculty. The load shall not exceed 20 equated hours without mutual agreement of the faculty member and Administrative Supervisor.

C. The Administrative Supervisor has the right to refuse to offer overload courses to a faculty member whose low performance has been documented.
D. The compensated instructional overload per semester shall not be applicable in the calculation of the yearly accountable load.

Section 8. Preparation Loads

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

Section 9. Class Size

A. Face to face course size shall be determined by the College in consultation with the appropriate department/division. However, lab enrollments shall be limited to fixed station capacities unless adjusted by mutual consent between the appropriate Administrative Supervisor and the faculty member.

B. Online and hybrid class sizes will follow face-to-face maximums, except no online course will exceed 22 students, and no hybrid course will exceed 27 students, unless mutually agreed upon by the instructor and Administrative Supervisor.

Section 10. Contract Year/Professional Development Days

A. The contract year begins with Kick-Off Week in the Fall semester and ends the first business day following commencement. The agenda for the Professional Development Days shall be jointly developed by Faculty and Administration.

Section 11. Academic Calendar

A. The academic calendar shall include the entire period from the beginning of one Fall semester to the beginning of the subsequent Fall semester, including holiday breaks, intersessions, and summer sessions.

B. The academic calendar will be created based on the following parameters:
   a. The Fall semester will always end on a Friday, and the last possible date is December 21st.
   b. The Winter semester will always end on a Friday, and the last possible date is May 6th.
   c. The Summer semester will begin on the first Monday after June 1st.
   d. A designated spring break will be included in the Winter semester, consisting of five consecutive days.
   e. Professional Development Days (such as kick-off and in-service) will be limited to seven (7) days in addition to the teaching calendar.
   f. Grades will be due no later than 5:00 P.M. eastern standard time on the first Monday after the last day of classes.

C. The College recognizes the following holidays as non-work days for faculty:
   a. New Year’s Day (January 1st) or the day so designated
   b. Thanksgiving Day, the day before and the day after
   c. Memorial Day
   d. Independence Day (July 4th) or the day so designated
   e. Labor Day
   f. Christmas Day (December 25th) or the day so designated
Section 12. Sabbatical Leave

A. Sabbatical leave is designed to encourage faculty members to pursue special studies, investigations, research, or work experience that will contribute to their professional development and competence and render the recipients more useful to West Shore Community College. Sabbatical leave is an investment in the future of higher education and is granted with the understanding that research, rejuvenation and reflection serve the aims of West Shore Community College and are beneficial for both the faculty member and the College.

B. A member of the faculty shall become eligible for sabbatical leave after a continuous full-time service of a minimum of six (6) regular contract years.

C. A recipient of a sabbatical leave shall become eligible for a subsequent sabbatical leave only after fulfilling the above requirements again, with time of service being calculated from the date of their return to their duties at West Shore Community College.

D. The duration of a sabbatical leave granted to an individual shall not be used to determine eligibility for application for a subsequent leave.

E. Sabbatical leaves may be granted for periods of one or two semesters but shall in no case exceed the period of time for which the applicant is appointed. Under special circumstances, determined by the needs of the applicant and the interest of West Shore Community College, a sabbatical leave of two nonconsecutive semesters may be granted, insofar as the total period of time on leave does not exceed the period of time for which the applicant is regularly appointed.

F. The faculty member shall receive 100% of his/her base pay for a one-semester sabbatical leave. The faculty member shall receive at least 66 2/3% and up to 100% of his/her base pay during the sabbatical leave based on the value of the sabbatical leave to the College and the financial need of the faculty member for a two semester sabbatical. The recommendation on the amount of the reimbursement shall be made by Committee, subject to approval by the Board of Trustees. The faculty member may decline the sabbatical if dissatisfied with the level of salary support.

G. Faculty members desiring to purchase service credit for sabbatical leave must comply with guidelines set forth by the Michigan Public School Employees Retirement System (MPSERS) or the Optional Retirement Program (ORP).

H. Sabbatical leave shall be considered as full-time service to West Shore Community College for the purpose of computing length of service and for consideration for salary increments, promotions and assignments, sick leave, insurance, retirement, and other benefits accruing to full-time service for which the faculty member would normally be eligible if not on approved leave.

I. No more than three semesters of sabbatical leave total may be granted during any given contract year. Except in extenuating circumstances, no more than two (2) leaves can be given in a single semester.

J. Applicants requesting sabbatical leave shall submit their requests by September 30 of the year preceding the academic year for which the leave is requested.

K. Applicants will submit to the College President, with a copy furnished to the Administrative Supervisor, a request for sabbatical leave using the minimum criteria listed:
1) A statement of the value of the leave to the applicant.
2) A statement of the value of the leave to the college.
3) A statement of purpose of the leave including objectives to be achieved.
4) A statement of actions which will be taken to accomplish each objective of the leave.
5) A timetable or statement of intention identifying key dates as to when actions will most likely be completed and objectives achieved.
6) A method of evaluating the degree of success achieved during the leave.

L. The Sabbatical Leave Committee will inform each applicant of the status of the application not later than October 31. The committee may request additional or supplemental information from the applicants in order to evaluate the merits of the requests. The committee will consider the following points in the approval process:

1) The extent to which a leave could have an impact on the quality of the faculty member’s instruction or service to the college and the college community.
2) The extent to which plans submitted for use of time while on leave are definitive and educationally beneficial.
3) The duration and record of service of the applicant.
4) College and departmental needs.
5) Reasonable and equitable distribution of leaves across the college organizational structure.

M. Faculty members may apply for leave without firm commitments of acceptances for study, travel or other arrangements where sabbatical will be spent. However, firm plans will be filed two months prior to the start of the sabbatical.

N. If either semester remains open for the succeeding academic year, faculty members will be notified by November 15, and may submit a request for a semester sabbatical no later than December 15. Notification on the status of the applications will be provided no later than January 31.

O. Failure of the Board of Trustees to act favorably on a request for sabbatical leave shall nullify the application for that leave.

P. Eligible faculty members whose applications are not approved may submit a new application for future consideration.

Q. During the leave period, compensation shall be paid at the designated rate of the base salary less 50% of any amount beyond full base salary earned through employment or scholarship grants associated with the sabbatical. Faculty members are not precluded from earning an amount greater than their WSCC base salary.

R. Any qualified employee who files an application for a sabbatical leave shall, at the same time, file a statement of intention to remain in the employment of the College for at least one year following a one-semester leave or at least two years following a two-semester leave, unless prevented by ill health or other conditions over which the faculty member has no control. In the event of failure to return to service at the College as described above, the faculty member will reimburse the College for all compensation received from the College while on leave.

S. Sabbatical leave may be terminated prior to the sabbatical expiration date only upon mutual agreement between the recipient and West Shore Community College.
T. A recipient of a sabbatical leave shall, within six (6) months of his/her return to West Shore Community College, provide a formal presentation to the College. This presentation may take any one of several forms, e.g., written report, recital, seminar, lecture, performance, exhibit. A copy of this presentation shall be archived in the College Library for subsequent review.

U. Sabbatical Leave Committee: The committee shall consist of six (6) members as follows:

1) The College President shall act as chairperson and ex officio member.

2) Three members will be selected by the Faculty Association and should represent diverse disciplines.

3) Two academic administrators will also serve on the committee.

4) No member on the Sabbatical Leave Committee may serve while at the same time applying for sabbatical leave.

5) A recommendation of faculty to receive sabbatical leave must be by majority vote of the Sabbatical Leave Committee.

Section 13. Sick Leave

A. Faculty members, upon accepting a contractual position within the College, shall be entitled to five days of sick leave. Additional sick leave shall accumulate to a total of ninety (90) days at the rate of one day for each month beginning the sixth month of service. No more than nine (9) days shall accrue in a fiscal year.

B. When a faculty member is unable to perform duties on campus due to illness or injury, accrued sick leave shall be applied in four (4) hour increments if the faculty member does not work an entire morning or an entire afternoon, and in 8-hour increments if the faculty member is absent for the entire day, provided the faculty member has classes, meetings, or scheduled office hours during that time period. If a faculty member is gone for an entire week, forty (40) hours will be deducted from the member's accrued sick leave.

Section 14. Bereavement Leave

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

Section 15. Personal Business Leave

A. Full-time faculty shall be granted up to three (3) days per contract year for purposes of personal business.

B. Personal Leave days shall be deducted from sick leave and unused amounts shall not carry over from one year to another. The use of personal days must be taken in either 4-hour or 8-hour
increments. If a faculty member is away from campus the entire day, 8 hours of personal time will be taken. The time for such absences shall be subject to supervisory approval.

Section 16. Leaves of Absence, Other Than Sabbatical

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

B. If faculty members on leave elect to discontinue service with the College, such notice will be rendered prior to April 1 of the academic year they are on leave.

Section 17. Extended Time Assignments

A. No faculty member shall be required to teach more than one course starting at or after 5:00 p.m. or on Saturday in any given semester, except as permitted in Subsection C below or by mutual agreement.

B. No faculty member shall be required to teach Saturday courses in successive semesters, except as permitted in Subsection C below or by mutual agreement.

C. In the event that a faculty member cannot otherwise be assigned a full teaching load, the extended assignment restrictions are void.

Section 18. Mileage Travel Allowance

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

Section 19. Supervision of Internships

A. By definition, Internship is a short-term work experience that provides the student with the opportunity to gain experience in a specific field or career area. An internship can be paid or unpaid and can vary in hours and length. The Internship must be approved by the instructor and the Administrative Supervisor.

B. Compensation – ¼ hour will be added to the faculty load (no limit).

Section 20. Semester Work Load Sheet

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

Section 21. Librarians

A. Librarians shall have an eleven (11) month contract providing for 25 working days of vacation.
Section 22. Association Days

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

Section 23. Environmental Quality

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

Section 1. Compensation

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

Section 2. Overload Pay

A. Compensation for overload shall be $1,000 per equated contact hour. Instructional loads shall be limited by available sections and authorization of the Administrative Supervisor.

B. Overloads will be paid on the payday nearest the mid-point of the semester in which the overload occurs. Any hours for which overload compensation is received in the fall semester will not be counted in the annual 30 hours maximum load requirement calculated in the winter semester.

C. Teaching and overload equated hours will be subject to the provisions contained in Article V. Section 7b.

Section 3. Division Chair Compensation

A. Division chairs will be compensated at $1,000 per equated hour with a base load of 2 equated hours per each Fall and Spring semester, plus additional equated hours per semester according to the number of part-time faculty supervised, as follows:
   a. 1 additional hour for 1-10 part-time faculty
   b. 1.5 additional hours for 11-19 part-time faculty
   c. 2 additional hours for 20 or more part-time faculty

B. Division chairs may take release time, up to the equivalent of one course per semester, in lieu of monetary compensation.

C. Division chair compensation will be paid in the pay period that includes the last day of the semester.

D. Division chair compensation, whether pay or release time, will be counted as part of total workload and if results in overload is subject to the provisions contained in Article V Section 7b.

Section 4. Summer Term Contracts

A. The summer term schedule will be available to all full-time faculty by the first of December. It will be set-up in collaboration with the Academic Administrator and faculty.

B. Full-time faculty will submit a request to teach in the summer term by the fifteenth of January.

C. The Faculty Association will be notified of any modifications to the summer schedule after January 15, so that full-time faculty may submit a request to teach any added courses.

D. Faculty members teaching summer courses with 10 or more students will be compensated at a rate of 1/45 of their academic year’s contractual salary per equated contact hour.

E. Courses with fewer than 10 students may be taught by the scheduled instructor using the established “low enrollment” rate.
F. Official enrollment for the purpose of determining if a course is to be taught on a low enrollment basis shall be the larger of:

1) The enrollment on the last working day before classes start or;

2) The enrollment on the count date defined in the current State Aid Act.

G. Courses with a minimum of 10 students enrolled on the first day the class meets will not be canceled.

H. When two or more faculty members indicate interest in teaching the same course or courses in the summer term, preference will be given in course load assignment as follows: Faculty members whose academic year instructional load includes the same course, courses, or courses within the same sequence as a summer term offering shall be given the highest priority. Otherwise, faculty members with the most qualifications at West Shore Community College will be given preference but this does not guarantee a full-time faculty member is given preference over a part-time faculty member.

I. Full-time faculty members may teach up to 10 equated contact hours of summer load provided that they meet the requirements established in Subsection H and enough courses are scheduled. The College has the right to set load limits beyond 10 equated contact hours.

J. Announcement of canceled courses shall not be the responsibility of the scheduled faculty member.

K. Summer pay shall be disbursed in equal installments commencing no later than two and one-half weeks following the official count date and continuing through the regular payday following completion of the course. The pay schedule for courses of less than six weeks duration will be included in the individual course contract made with the faculty member.

Section 5. Salary Guide for Full-Time Faculty

A. An equitable professional salary shall be determined for each of the following professional pay levels:

- Pay Level I - BA or Vocational Certificate
- Pay Level II - BA and Vocational Certificate
- Pay Level III - MA
  - MBA = MA
- Pay Level IV - MA + 15 semester hours
- Pay Level V - MA + 30 semester hours
  - or- MFA
  - MFA = MA + 30 semester hours
- Pay Level VI - MA + 45 semester hours
- Pay Level VII - MA + 60 semester hours
  - or- MA + MFA
- Pay Level VIII - All doctoral-level programs; Ph.D.

B. The negotiated professional salaries shall be posted in Appendix B.

C. Upon the renewal of their term appointments, faculty members shall be compensated as determined by the faculty salary grid (Appendix B).
Section 6. Longevity

A. Faculty members will be eligible for a longevity bonus, payable on the first regular pay period after the end of the winter semester, based on the following scale:

3% of current base salary after 15 years of service with the College
4% of current base salary after 20 years of service with the College
5% of current base salary after 25 years of service with the College

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

Section 7. Insurance Benefits

A. Long Term Disability: Long term disability benefits shall be maintained at not less than the current College benefits levels.

B. Short Term Disability: Short term disability shall be maintained at not less than the current College benefits levels.

C. Life Insurance: All full-time faculty excluding semester appointments shall be provided term life insurance in an amount equal to the nearest thousand dollars of their salary. Spouses shall be covered for two thousand (2000) dollars; dependents for one thousand (1000) dollars; dependents aged six (6) months and under for one hundred (100) dollars.

D. Medical: Full family hospitalization and medical insurance program including major medical provisions comparable in costs and benefits to the plan in place at the beginning of this contract as mutually determined by the College and Faculty Association.

1) All faculty members electing health care coverage will have annual health care coverage costs deducted in equal amounts from their bi-weekly pay checks. The bi-weekly payroll deduction dollar amount will be set annually and adjusted on January 1, in accordance with the requirements of PA 152 (MCL 15.561 et seq.).

2) All faculty members not electing health care coverage shall receive cash in lieu payments in their paychecks in accordance with the College flexible benefits plan.

E. Dental/Vision Benefits: Dental and vision benefits shall be maintained at not less than the current College benefit levels for the term of this contract.

F. Prior to October 1, 2014, the College will form a team that includes three Faculty Association appointed members to review quotes from all interested medical/dental/vision insurance providers. The team will recommend insurance coverages and providers to the College.

G. Disability and Sick Leave: In the event a faculty member is disabled through injury or illness covered by Worker’s Disability Compensation, sick leave shall not be reduced.

H. Coverage Duration: The Board shall make payment of insurance premiums for all faculty on continuing contract to insure coverage for the full twelve-month period of the academic calendar. Benefits will terminate at the end of May for faculty not returning the next contract year.
I. Survivor Benefit: In the event of the death of a faculty member, the College shall continue dependent benefits for six (6) months.

J. Insurance Carrier: The College shall have the right to select and change insurance carriers for the above coverages.

Section 8. Other Benefits

A. Tuition Remission: Tuition and student service fees exemption for faculty member, spouse, or a dependent of a faculty member.

B. Facility Use: Faculty members and dependents shall have free use of athletic facilities in the Recreation Center, including the Wellness Center (subject to the rules and regulations of the Wellness Center), at any time it is open, except when such use interferes with class, Health Club, or other scheduled activities.

C. Membership/Dues: Faculty members will remain in contact with the mainstream of their academic or technical fields by means such as conferences, course work, workshops, journals, etc. Toward this end the College will pay membership/dues in professional associations with the appropriate discipline in an amount not to exceed $250.00 per year.

D. Retirement Benefits: Full-time faculty have the option of either participating in the MI Public Schools Employees Retirement System or the Optional Retirement Program to which the faculty member will contribute at least 4% of earnings and the College at least 11%.

Section 9. Separation Recognition Program

A. Faculty members may elect to participate in the College’s Separation Recognition Program. The program is as follows:

1) A faculty member must have 10 years of service to the College and be at least forty-six (46) years of age in order to be eligible. One (1) year of service will be granted for each academic year the faculty member works both Fall and Winter semesters.

2) The initial separation payment amount shall be equal to 10% of the then current Ph.D. maximum.

3) The separation payment amount shall increase at the rate of 1% for each additional year of the faculty member's service to the College.

4) The increase in the separation payment amount shall end after thirty years of service to the College at an amount equal to 30% of the then current Ph.D. maximum.

Section 10. Wellness Program

A. Faculty members shall be eligible to participate in the College’s Employee Wellness Program.
ARTICLE VII: INDIVIDUAL ANNUAL PLANS

Section 1. Individual Annual Plans

A. Faculty members will develop and pursue, with the approval of the Administrative Supervisor, Individual Annual Plans (IAP). Plans shall be aimed at carrying out responsibilities of faculty members (see Article X) and may include plans for sustaining competency, increasing disciplinary proficiency, researching/implementing new practices in teaching and learning, strengthening technological skills, broadening areas of workplace competency, and/or college service. The focus (i) of IAPs will vary from year to year and faculty member to faculty member, reflecting the expertise, needs, interests, and responsibilities of each individual faculty member.

B. IAPs will include the following:
   1. An outline (or narrative) of professional goals following Article X, Section 1 Faculty Responsibilities, and as appropriate for the next year:
      • Teaching and Learning
      • Professional Development
      • Service
      • General & Administrative
   2. Methods to accomplish the goals, dates where available for conferences, course work, workshops, etc.
   3. Plans for meeting any recommendations noted by the faculty member, peer evaluations, or by the Administrative Supervisor in the prior evaluation.

C. Between March 15 and the end of each contract year or as mutually agreed upon by faculty member and administrative supervisor, the IAP for that year will be used to review the achievements and changes of the year (see Article VIII) and as a basis from which to write the IAP for the new contract year.

D. Preferably, plans for the next contract year will be discussed as part of the annual review of the ending contract year, so that the achievements of the past year and the work of the next year are linked. Due to various factors, the review of an ending year’s IAP and discussion of the next year’s IAP may occur at separate times, by mutual agreement.

Section 2. Column Movement

E. To be considered for movement from one column to another on the salary guide, all course work or other work attained through professional or industrial training programs must be directly relevant to the faculty member’s teaching assignment, and a part of an approved IAP.

F. By April 1, all faculty members who expect to qualify for a pay column change the following year shall file a written notice of such expectation with their Administrative Supervisor. This step shall be a prerequisite to exercising the procedures outlined in Section 3 below.

Section 3. Column Change Documentation

A. To qualify for column change, documentation must be presented to the faculty member’s Administrative Supervisor as follows:

   1) Official transcript describing the course work involved;
OR

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

B. Hours will be calculated as follows: The total number of directly relevant graduate hours, less 30 = total used for column determination beyond Column III.

C. Adjustments to the base salary shall be made commencing the semester following the presentation of documents above.
ARTICLE VIII: FACULTY EVALUATION

Section 1. Probationary Period

A. It is assumed at the time of initial employment that the faculty member is already competent in their discipline(s). The period of probationary employment shall be used for the purpose of testing that assumption. Thus, evaluations during the period of probationary employment should note areas (if any) where the probationary faculty member needs improvement before achieving continuing contract status.

Section 2. Continuing Contract

A. The granting of a continuing contract acknowledges professional competence in the assigned disciplines(s) for each faculty member so evaluated. Thereafter, evaluations shall be for the purpose of assessing the effectiveness of that faculty member’s activities aimed at maintaining or enhancing his/her competence. The emphasis by the employer shall be on maintaining and/or enhancing this competence.

Section 3. Components and Process of Evaluation

A. The following procedures will be followed annually for faculty evaluation:

1) The performance appraisal period shall coincide with the contract year. New contract year IAPs will have been discussed in tandem with the previous year’s performance appraisal as detailed in Article VII. If the IAP was not submitted in writing at the end of the prior contract year, it will be due at the beginning of each contract year.

2) Teaching Appraisal

   a. Faculty with Probationary Status

      i. For the first year, faculty on probationary status will be observed by the administrative supervisor each semester.

      ii. For the second and third years, faculty on probationary status will be observed one semester by the administrative supervisor and one semester by at least one peer evaluator (probationary faculty will be encouraged to participate in teaching-learning circles).

      iii. If probationary status is extended, teaching appraisals will be outlined at that time.

   b. Faculty with Continuing Status

      Faculty will notify their administrative supervisor of their selection of the two options below by September 15 of each year.

      i. Option 1. Minimally, the Administrative Supervisor will observe one class once a contract year.

      ii. Option 2. Faculty will participate in teaching-learning circles that explore pedagogy for continuous growth. These circles, involving two or more faculty
approved by the administrative supervisor, will include discussions and at least one peer observation in any modality, rotating modalities at least every two years, if applicable. Faculty will summarize what they have learned through both observing other faculty and being observed, including how their own teaching may be affected in the future. Faculty will include this analysis in the year-end IAP report. Teaching-learning circles will generally stand in lieu of class observations by immediate supervisor, although the supervisor may observe classes.

3) Student Evaluations

a. All courses taught by faculty on probationary contract will be evaluated during the period of probationary appointment. After continuing contract is awarded, at least two courses each semester during the contract year will be selected by faculty to be evaluated by students, unless there are fewer than 12 enrolled students in a class selected for evaluation whereby an additional class will be selected to better ensure reliability. The goal of such selection will be to rotate all courses taught and all modalities taught, so that all courses are evaluated at least every few years. Results of these evaluations will be included as part of the faculty evaluation.

b. The current student evaluation form will remain in use, unless changes are mutually agreed upon by the College and the Faculty Association. Evaluation results will go to the faculty member as well as the Administrative Supervisor.

4) Between March 15 and the end of each contract year, or as mutually agreed, the Administrative Supervisor will conference with each faculty member to assess the faculty member's performance regarding the achievements and accomplishments of the year and issues, if any, that merit attention in the future. The steps are:

a. Prior to the scheduled conference, faculty will submit a written summary of the year based on the IAP, teaching appraisal (Option 1 or Option 2) reflections, and an analysis of student evaluations since last annual conference.

b. Conference.

c. Following the conference, the Administrative Supervisor will complete a faculty appraisal form and will send a copy within five working days to the faculty member who will sign and return a copy. A copy will be placed in the file.

i. Performance shall be considered:
   1. Satisfactory
   2. Satisfactory with improvement needed
   3. Unsatisfactory

ii. If the appraisal is either Satisfactory with improvement needed or Unsatisfactory, then the appraisal summary will identify the specific improvements that are necessary, how they will be measured and documented, and a timeframe for achieving them.

5) All faculty members will have five (5) working days from the date of the written faculty appraisal form to write a response to the appraisal or any part of the appraisal and have this written document filed in their personnel file in the Human Resources' office.
ARTICLE IX: GRIEVANCE PROVISIONS

Section 1. Grievance Procedures

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

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

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

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

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

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

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

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

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

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

Section 1. Faculty Members Functions and Responsibilities

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

1. Teaching and Learning

a. Full time faculty members teach assigned classes in accordance with this contract.

b. Faculty will be responsible for the organization and content of all courses assigned in their instructional load.

c. Faculty will be responsible for creating effective learning environments in each of their teaching modalities. Online courses will meet standards in alignment with best practices in the field of online education. The Administrative Supervisor will collaborate with the faculty in identifying and implementing said standards.

d. The College will generate learning management system shells for every course. Faculty are to use the shells at least as repositories for the syllabus and course materials and for communication with students (including communicating grades), or as mutually agreed between the faculty member and administrative supervisor.

e. Faculty will teach in alignment with approved course description and course outcomes.

f. Faculty will assist in the planning of academic programs and courses.

g. Faculty at their own initiative, as part of the IAP process, or by mutual consent with their Administrative Supervisor will engage in other types of activities in order to shape their courses and programs, based on their expertise, preferences, and disciplinary or divisional needs. Such activities may include, building connections with K-12 institutions as well as transfer institutions, and activities for their division or discipline on and off campus.

2. Professional Development

a. Faculty will investigate and implement best practices which reflect current and emerging technologies and methods and that meet the specific needs of West Shore students.

b. Faculty will maintain state of the art knowledge as it relates to their subject areas.

3. Service

a. Contributing to the life of the WSCC community through work on teams, councils, ad hoc committees, advising, and other work groups at the institutional, divisional, and discipline levels by assignment, appointment, or invitation is expected of all faculty. Faculty serve on two of these types of service groups each contract year. Faculty with probationary status will serve on no more than two service groups. Exceptions may be initiated by the probationary faculty member with approval of the Administrative Supervisor. Continuing faculty may serve on more than two groups only by mutual consent between the faculty member and the Administrative Supervisor.
b. Serving as an advisor to specifically identified students in agreement with the Administrative Supervisor is the equivalent of team service.

c. Faculty will indicate their preference for their two official service assignments in their individual annual plans. In the fall the Administrative Supervisor will confirm service assignments based upon faculty interests and institutional needs.

d. Faculty may engage in assisting with registration and orientation and other activities.

4. General & Administrative

a. Faculty will meet professional standards of civility in interactions and communications with students, peers, administrative and support staff, and the community at large. Faculty will be consistent, organized, flexible and fair in dealing with these individuals and groups.

b. Faculty will fulfill routine duties and responsibilities, such as filing progress reports, grade reports, book orders, equipment orders, and attendance reports as necessary for the operation of their departments and the college. (See Article II section 1)

c. Faculty will collaborate with administration, other faculty, and staff in the formulation and implementation of planning, curricular review, assessment, and budgeting. This may include college, division, and program/discipline planning; curricular and co-curricular review and revision; assessment at the institutional (including core abilities), departmental, and program/course levels; operational, capital equipment, and technology budgeting; and contributing to the support of adjuncts who teach in their discipline.

d. Faculty will file a current and complete electronic syllabus by the start of the second week each semester a course is taught with the appropriate Administrative Supervisor. The Administrative Supervisor will collaborate with the faculty to identify and implement the syllabi components that should be included, in alignment with best practices.

e. Faculty will attend commencement, as stipulated in Board policy. Regular attendance is expected at institutional, team, and departmental and faculty meetings during the contract year.

f. Faculty will self-manage a work week to insure they are carrying out designated responsibilities including teaching assignments, reasonable accessibility to students via multiple modalities (e.g., in-person, phone, or email), service assignments, office hours (on campus or online) and sustaining a campus presence separate from teaching hours.

g. If the college has reasonable grounds to believe a faculty member is not working sufficient hours to perform the duties described in this section, the College shall have the right to detailed, written outlines of the member’s schedule. Thereafter, if a faculty member does not maintain a sufficient schedule to perform said duties, the College shall have the right to require the member to adhere to a specified forty (40) hour per week on campus work schedule.

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

Section 2. Division Chair Responsibilities

A. Division Chairs at West Shore Community College assume the responsibility for coordinating the academic activity of their divisions in concert with the work of the other divisions across the college. Accordingly, division chairs will:

1) Division Leadership
   (a) develop collaborative relationships both within the division and among divisions,
   (b) promote intra- and inter-divisional communications,
   (c) oversee curricular integrity,
   (d) oversee an effective balance of instructional delivery modes (face-to-face, hybrid, and online).

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

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

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

A. After consultation with all full-time faculty members of a division, the immediate administrative supervisor shall select one member of the division to serve as chair. The work to organize divisions and select chairs for them shall begin commensurate with the signing of this contract; afterward, the following procedures will mark the tenure of chairs.
B. If changes to the divisional structure are anticipated, the immediate administrative supervisor will communicate the divisional structure for the coming year by May 1 and will finalize the structure no later than July 1.

C. The chair will serve, by mutual consent, for a three year term, renewable for an additional three year term. In extenuating circumstances a chair who has already served the maximum six years as chair may be asked to additionally serve on an interim, single year basis.

D. By the end of May of each year, a chair’s performance will be evaluated as satisfactory or unsatisfactory by the immediate administrative supervisor. Such evaluation will include the chair’s self-evaluation and/or a report of divisional progress. Chairs who receive unsatisfactory evaluations may be removed from service as of the last pay period of any given academic year, even if it is prior to the expiration of a term.

E. In such cases as early termination of a chair’s appointment, the chair’s immediate administrative supervisor shall select an interim chair to serve for the remainder of the term, but if no full-time faculty member is willing or able to serve, then the supervisor may take on the role of interim chair or make other arrangements.

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

Section 1. Intellectual Property

A. The College will own Intellectual Property that is created as a “work-for-hire” and/or created through a written agreement with the faculty member providing for a transfer of copyright or ownership of Intellectual Property to the College; and/or developed with the significant use of funds or facilities administered by the College (“significant use” does not include one’s own office, library, office computer or lab space).

B. The College owns the Intellectual Property rights to all works derived from any copyrightable works or intellectual property which the College already owns.

C. If the College and the faculty member mutually agree to produce product(s), publication(s), or media in which the ownership would be shared, an agreement regarding royalties and use shall be reached by mutual consent between the College and the faculty member.

Section 2. Teaching Materials

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

Section 1. The Agreement and the Law

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

Section 2. Waiver Procedures

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

Section 3. Duration

A. This Agreement shall become effective as of August 28, 2014 and shall remain in full force and effect until the first working day following winter commencement of the 2016-2017 academic year, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least 90 calendar days prior to the expiration date of this Agreement of that party’s intention to amend, modify or terminate this Agreement. Nothing in this contract shall be construed as a continuation of fringe benefit coverage during summer unless a notice of employment for the succeeding academic year has been issued.

Section 4. Duplication of this Agreement

A. This agreement shall be posted and maintained on the college website and hard copies presented to all full time faculty.

Section 5. Use of College Facilities

A. Faculty members shall be entitled to use College facilities and equipment in the normal performance of their duties, subject to availability.

B. The Association Executive Committee shall be entitled to receive reasonable personnel support for its official business. The Association shall pay the direct cost of materials, supplies, and personnel time consumed in carrying on its official business.

Section 6. Deduction of Dues

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

Section 7. Complete Agreement

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

B. This Agreement ratified by the WSCC Faculty Association on 8/28/14 and by the WSCC Board of Trustees on 9/15/14, shall remain in effect until the first working day following spring commencement of the 2016-2017 academic year.

Scott Ward
West Shore Community College

Matthew Sanderson
West Shore Community College Faculty Association
The following West Shore Community College employees participated in the negotiation process for the West Shore Community College Faculty Association contract which was accepted by the West Shore Community College Board of Trustees on September 15, 2014.

By signature on this memo, the following agree and endorse that the final language of that contract, effective 8/23/14 to 5/17/17, is a true and accurate representation of our negotiation process.

For the College:

Scott Ward
Lisa Stich
Brooke Portmann
Debra Campbell

For the Faculty:

Sean Henne
John Poindexter
Sonja Stiewert
Paul Drelles
John Wolff
APPENDIX A - GLOSSARY

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

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

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

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

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

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

**Faculty**: Employees contracted for the instruction of the College curricula as defined by the official College catalog.

**Full-Time Faculty**: Members of the faculty whose teaching assignment includes thirty (30) or more equated hours of instruction in a contract year.

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

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

**Part-Time Faculty**: Members of the faculty who are hired for a teaching load of fourteen (14) or fewer equated hours and who are not on a semester or annual contract.

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

**Work Days**: Week days during which the College is open for the conduct of College business.
# Appendix B - Salary Grids

## Faculty Salary Grid

**2014 - 2015**

Adjustment Factor = 5.00%

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WEST SHORE COMMUNITY COLLEGE
FACULTY SALARY GRID
2015 - 2016

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LETTER OF AGREEMENT

West Shore Community College and the Faculty Association have agreed during their negotiations for the 2014-2017 bargaining agreement that faculty members who were on probationary status as of January 1, 2014, will remain subject to the probationary appointment language from the prior agreement as set forth.

Section 3. Probationary Appointment
1. All faculty members shall initially receive a semester or a one-year probationary appointment which can be terminated or renewed by semester or annually.

2. If a semester probationary appointment is not to be renewed, the faculty member shall be notified in writing no later than January 1 if serving a fall semester appointment, or July 1 if serving a spring semester appointment.

3. If a one-year probationary appointment is not to be renewed, the faculty member shall be notified in writing no later than March 15.

4. A faculty member receiving notice of non-renewal of probationary appointment shall be entitled to consultation with the President within five (5) work days of receipt of said notice.

5. The probationary period shall be three (3) full academic years, defined as fall and spring semester, of full-time service. Nothing in this statement, however, precludes the granting of a continuing appointment at any time during the three-year probationary period.

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

7. Faculty will comply with provisions of faculty position profile as appended (Appendix D).

Section 4. Continuing Appointment After the satisfactory completion of the probationary period, the faculty member shall be granted a continuing appointment which shall be in effect for an indefinite period and shall be terminated due only to physical or mental incapacity, consistent with disability rights, by retirement or provisions of Sections 5, 6, 7, or 8.

West Shore Community College  West Shore Faculty Association

[Signature]

Date: 9/18/14  Date: 9/18/14
LETTER OF AGREEMENT

West Shore Community College and the Faculty Association agree that the College will review and update internal and external data security policies and procedures for safeguarding personally identifiable information in compliance with current legal requirements and recommendations and that the public-facing versions of those policies will be disseminated to all employees by October 31, 2014.

West Shore Community College

[Signature]

Date: 9/30/14

West Shore Faculty Association

[Signature]

Date: 9/18/14