AGREEMENT

Between

Lake Superior State University

AND

Lake Superior State University Faculty Association MEA-NEA

Effective August 4, 2014 through August 31, 2017

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PREAMBLE

WHEREAS, the University has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its faculty with respect to hours, wages, terms and conditions of employment; and

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

THEREFORE, in consideration of the following mutual covenants the parties hereby agree as follows:

ENTIRE AGREEMENT CLAUSE

This Agreement is entered into on August 4, 2014by and between the Lake Superior State University Board of Trustees, hereinafter called the "University," and the Lake Superior State University Faculty Association, MEA-NEA, hereinafter called the "Association." The signatories shall be the sole parties to this Agreement.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the University and the Association. The Faculty Handbook is used for guidance and informational purposes. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the University and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

1. DEFINITIONS

1.1. "Academic Services" includes librarians who are defined as faculty in Section 1.18. and will be treated as a department as applied in this Agreement.

1.2. "Academic Year" is defined as the period encompassing consecutive fall and spring semesters, in that order.

1.3. "Adjunct" means anyone who holds a teaching assignment at LSSU or performs any teaching or library task, but who is not a member of the bargaining unit. Such person shall not teach more than twelve contract hours per academic year, except as provided in Section 7.1.6Immediate supervisors of faculty shall not be considered adjuncts, but shall not teach more than (14) fourteen hours per academic year.

1.4. "Association" means the Lake Superior State University Faculty Association, MEA-NEA, affiliated with the Michigan Education Association and the National Education Association.

1.5. "Base Salary" means compensation for teaching load obligations as defined in this Agreement.

1.6. "Campus" includes all the University's property within the city limits of Sault Ste. Marie, Michigan.

1.7. "Chair" means a faculty member who has been recommended by vote of the school faculty and approved by the Dean, for a three-year term, pending satisfactory evaluations, to coordinate the activities of an academic unit.

1.8. "Change in Status" means a change from probationary to tenure status, a change from full-time to part-time status, or a change from part-time to full-time status.

1.9. "Clinical Instructor of Nursing" means a person hired only to provide teaching/supervision of nursing students in the clinical setting. The Clinical Instructor of Nursing has a specified clinical teaching workload of less than nineteen (19) hours per academic year.

1.10. "Concurrent Enrollment" means a high school student taking college-credit bearing courses taught by faculty or an approved adjunct. Courses provide the same student learning outcomes as the on-campus courses and are assessed to verify such standards are met. Courses are taught on the High School campus.

1.11. "Consent" means agreement in writing.

1.12. "Contract Hour" means one class hour of lecture at the undergraduate level; one and one-half hours of laboratory instruction at the undergraduate level; or three-fourths of an hour of regularly scheduled classroom instruction at the graduate level.However, a contract hour can be adjusted as denoted within this Agreement.

1.13. "Coordinators" are faculty members who are given a special assignment.

1.14. "Dean" means an individual who has a title of Assistant Dean, Associate Dean, Dean, or other such titles containing the word "Dean", andis referred to as Dean within this Agreement.

1.15. "Department" means a recognized sub-unit of a School or College and is used interchangeably with "School" in reference to faculty participation in appointment, promotion and tenure decisions, and on curriculum and general education committees. Recommendations about curriculum, appointments, tenure and promotion originate in the lowest level sub-unit of the University.

1.16. "Distance Education" may include, but is not limited to, teaching students by technological link-ups such as those using the Internet,satellites, fiber optics transmission, full-motion video, cable television, microwave transmission, audio-graphics/computer, DVDs, and videotapes.

1.17. "Early/Middle College" means a process where high-school students participate in concurrent enrollment courses during their first four years of high-school and then enroll in college courses taught by LSSU faculty or adjuncts, during a fifth year of high-school.

1.18. "Faculty" or "faculty members" means full-time and regular part-time members of the schools, including librarianswho are members of the bargaining unit.

1.19. "Full-Time," as applied to a faculty member (as defined in Section 1.18.), means a person appointed to teach on a 24 contract hours per academic year basis for a nine month academic or twelve month calendar year, which commence with the beginning of the academic year.

1.20. Gender indicative nouns and pronouns merely reflect traditional English usage and imply no sexual preference or advantage.

1.21. "Graduate Curriculum" means University courses offered for credit numbered 500 or above.

1.22. "Graduate Faculty" means a faculty member who typically possesses a terminal degree as determined by the discipline andwho holds an appointment to the Graduate College. Graduate faculty may hold joint appointments in the undergraduate and graduate faculty.

1.23. "Grievance" means an alleged violation of the express terms and conditions of this Agreement.

1.24. "Home Campus" means the site of the primary teaching responsibility as specified in the letter of appointment.

1.25. "Immediate Supervisor" means a Dean,or a qualified administrator appointed by the Provost.

1.26. "Just Cause" means a reasonable and lawful ground for action.

1.27. "Load Report" means a document that contains all regular and supplemental assignments for an individual.

1.28. "Probationary Appointment" means a one-year appointment of a faculty member on an academic-year or twelve-month contract with provision for renewal of the appointment at the end of the year.

1.29. "Promotions Committee" is all tenured faculty in a School, who arenot being considered for promotion.

1.30. "Regular Load" is a regular assignment of 24 contract hours per academic year within the faculty member's assigned academic unit(s).

1.31. "Regular Part-Time faculty" means all those persons holding a tenure, probationary, temporary or term appointment with a specified regular work load of less than nineteen (19) contract hours per academic year, or librarians scheduled for at least 1044 hours but less than 1567 hours for a calendar year.

1.32. "Release Time Assignment"means a special assignment for non-teaching duties where the contractual load of such an assignment is counted as part of the faculty member's "Regular Load"

1.33. "School" means one of the academic sub-divisions of the University.

1.34. "Seniority" means the number of years of continuous service as a member of the Association.

1.35. "Supplemental Assignment" means an assignment of a faculty member to fulfill additional responsibilities, including teaching graduate courses and/or special assignments, for which extra compensation is given. Supplemental assignments may result in contract hours in excess of regular load, as defined in this Agreement. All teaching responsibilities and special assignments during the summer semester will be considered supplemental assignments.

1.36. "Teaching Load" means the number of contract hours assigned to a faculty member in a given semester or academic year.

1.37. "Temporary Appointment" means a one-year or less appointment of an individual to (a) replace a faculty member on an approved leave or on long term disability, or (b) to fill a vacancy for which no qualified applicants are available as specified in Section 7.2.2.2., or (c) to fill a vacancy caused by the resignation, death or incapacitation of a faculty member when there is not sufficient time to conduct a proper search before the commencement of the new faculty member's responsibilities.

1.38. "Tenure Appointment" means a status, which provides continuous employment to a faculty member on an academic-year or twelve-month contract, with discharge only for just cause.

1.39. "Tenure Committee" is all tenured facultyin a School.

1.40. "Term Appointment" means a three (3) year, or less, non-probationary appointment of a faculty member to a part-time or full-time contract. Term appointments are renewable. Term appointments are limited to positions made available by voluntary vacancy (retirement or resignation) or the creation of a new position.

1.41. "Terminal Appointment" means a one-year appointment for the academic year following the discharge of a faculty member for failing to receive tenure when the maximum probationary period has elapsed.

1.42. "Terminal Degree" is typically the highest academic degree in a given field.

1.43. "Undergraduate Curriculum" means University courses offered for credit numbered less than 500.

1.44. "University" means the Board of Trustees of Lake Superior State University and its administrative agents.

1.45. "University Day" means a day when the Business Office of the University is open for business.

1.46. "Years of Service" means the number of years of service to the University as defined by LSSU.

2. UNIT RECOGNITION AND MEMBERSHIP

2.1. The University hereby recognizes the Association as the sole and exclusive bargaining representative of its faculty listed as follows:

2.2. All full-time and regular part-time faculty as defined in section 1.18. employed by Lake Superior State University; but excluding adjunct faculty, executives, Deans, non-faculty directors, and all other supervisory employees, and all other employees.

2.3. Faculty members with temporary or term appointments shall have the right to be in the bargaining unit, if they meet the criteria of full-time or regular part-time faculty members.

2.4. If any provisions of the Agreement or any application of the Agreement to any faculty member shall be found contrary to law, then such provisions or application shall be deemed null and void; but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

2.5. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be written and submitted to the appropriate ratification procedures of the University and the Association. When it has been ratified by both parties, it shall become a part of the Agreement.

2.6. Headings used in the Agreement are for informational purposes only and are not a part of the Agreement.

2.7. If any policies of the University are in conflict with the provisions of this Agreement, the Agreement shall prevail.

3. ASSOCIATION RIGHTS

3.1. Right to Organize

The University hereby agrees that each faculty member shall have the right to freely organize, join, and support the Association for the purpose of collective bargaining. As a duly established body exercising power under the laws of the State of Michigan, the University undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any faculty member in the enjoyment of any rights conferred by enacted laws of Michigan or the Constitutions of Michigan and of the United States; nor shall the University discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; participation in any activities of the Association; or the institution of any grievance, complaint, or other proceeding against the University provided for by this Agreement.

3.2. Exclusion of Other Bargaining Organizations

The University shall not aid, promote, or finance any group or organization which attempts to engage in collective bargaining on behalf of faculty members covered by the Agreement, or whose activities would tend to undermine the Association in its legitimate collective bargaining function.

3.3. Access to Facilities

The Association and its representatives shall have the right to use the institution's facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes. Using normal University procedures, the Association shall have the right to schedule meetings in classrooms not otherwise in use, at no cost. The University will provide the Association an office in a mutually agreed upon location which will include at least a lockable filing cabinet.

3.4. Mail and Telephone Service

The Association shall have the inter-building use of the University mail delivery system, including Phone, Mail and E-mail, for the distribution of notices and other communications relating to Association business. The Association shall be assigned a campus mailbox. It is specifically understood that the University will not provide mail franking privileges and that the use of the inter-building University mail delivery system will not be utilized for partisan political activity.

3.5. Grievance Information

Upon request by an authorized member of the Association, the University shall provide the Association with all information required for the preparation and processing of a grievance, as specified in the grievance procedure.

3.6. Public Information

The University agrees to make available to the Association and in response to written requests, public information concerning the financial resources of the University, budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the faculty members. This information shall be provided at no cost to the Association.

3.7. Consultation and Representation

3.7.1. Board of Trustees Agenda

The University shall provide a copy of the Board of Trustees agenda to the

Association at the same time that the agenda is mailed to the Board members.

3.7.2. Special Conferences

The parties shall have the right to call a special conference for the purpose of considering matters relating to the Agreement.

Arrangements for such conferences shall be made in advance between the Association President and the Human Resources Office. An agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested and a copy sent to the President of the University. Matters taken up in conference shall be confined to those included in the agenda unless otherwise agreed to between the parties.

3.7.3. Other Consultation

Nothing contained herein shall prevent authorized Association representatives from consulting with the appropriate University administration.

3.8. Leave for Association Members

The Association shall be granted a total of twelve (12) days per academic year to permit its officers or members to attend official meetings relating to Association business. The President of the Association shall inform the Human Resources Office of intention to attend such meetings, and the Association member(s) who will be attending.

The maximum of twelve (12) days will be allocated among the designees, but in no case shall the total number of absences total more than six (6) days for any one member. The designated Association representative shall recommend to his or her immediate supervisor the person(s) who is (are) available and willing to cover the absentee's normal duties during the absence. This notification shall take place at least five (5) days prior to the absence, and the University's absence request procedures shall be followed.

3.9. Faculty Meeting at Fall Orientation

The University agrees that on one of the orientation faculty meeting days the agenda will include notice that the Association is scheduled to have a meeting at the conclusion of the regular orientation session.

3.10. Selection of Association Negotiators

The University shall have no control over the selection or number of negotiators appointed by the Association. Negotiation representatives for both parties shall have all necessary power and authority to make proposals and reach agreements.

3.11. Distribution of Agreement

The Faculty Association shall be given thirty (30) printed copies of the Agreement within thirty (30) days after the signing of the Agreement.

An electronic copy of the Agreement shall be available to the faculty as soon as reasonably possible following the signing of the Agreement on the Lake Superior State University Human Resources web site.

Notification of electronic access to the Agreement will be provided to each incoming faculty member at the time of the employment offer.

3.12. Union Membership and Dues Deduction

3.12.1. Union Membership

The Parties recognize that under current law, no individual employee within the

bargaining unit may be required to join the union, pay union dues or an agency fee. However, if during the term of this Agreement an Agency Shop becomes lawful, the University agrees that it shall be a condition of employment that all faculty members covered by this Agreement become Association members, within sixty (60) days of it becoming lawful to require union membership or sixty (60) days after the commencement of employment, whichever comes later.

3.12.1.1. If it becomes lawful to require Union membership, all covered employees must pay the dues and fees required of membership as a condition of employment or cause to be paid to the Association a representation fee, as the exclusive bargaining representative pursuant to Act 390 (MSA), in an amount established by the Association in twenty equal installments. The representation fee is calculated according to the proportion of the MEA/NEA dues directly attributable to negotiating and maintaining the Agreement. The University and the Association recognize that the failure of any faculty member to comply with this provision is cause for discontinuance of the faculty member's appointment.

3.12.1.2. Any faculty member may voluntarily sign an authorization for deduction of union dues or agency fees from his/her paycheck and deliver such authorization to the University. Such authorization will continue in effect until it is revoked by the faculty member. Revocation of the dues deduction must be in writing and may be made between August 1 and August 31 of any given year.

3.12.1.3. The Association agrees to save the University harmless from any and all costs, including witness costs and fees, attorney fees, back-pay awards, punitive damages, or any other costs of prosecution or defense, or liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, for which the University may be liable by virtue of the provisions of this section.

3.12.1.4. It is specifically agreed that payment for the above-specified reasons shall be made directly from the Association to the party, and at no time shall the University pay out any monies as a result of enforcing the provisions of this section.

3.12.2. Dues Deduction

3.12.2.1. The University shall deduct from the pay of each faculty member all current Association dues and fees, provided there is in the possession of the University a written dues deduction form executed by the faculty member. Dues deduction shall remain in effect unless revoked by the faculty member.

3.12.2.2. The Association shall indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the University or in reliance upon signed authorization cards or lists furnished to the University by the Association for the purpose of payroll deduction of dues.

3.12.2.3. The dues shall be deducted at a rate of 1/20 of the total dues and fees commencing with the first payroll of the academic year and continuing thereafter with each pay period, to a maximum of twenty deductions. The University agrees to remit to the Association all monies so deducted, accompanied by a list of members from whom the deductions have been made within ten (10) University days, or as soon as practicable thereafter.

4. MANAGEMENT RIGHTS

The University hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the University, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement.

5. FACULTY RIGHTS

5.1. No tenured faculty member shall be disciplined or discharged without just cause.

5.2. A faculty member shall be entitled to have present, a representative of the Association when being formally warned, reprimanded, disciplined or discharged for any reason. Prior to any meeting which Administration can reasonably believe will lead to disciplinary action, the faculty member shall be given 48 hour notification of the agenda, except in cases of gross misconduct.

5.3. Pursuant to Michigan Public Act 397, a faculty member, upon written request, may examine his or her personnel file, and may elect to be accompanied by a representative of the Association. Upon written request, a faculty member may purchase a copy of his or her personnel file. Pre-employment credentials and letters of reference are exempt from this examination.

5.4. The faculty member shall have the right to submit a written statement regarding any material in the personnel file and that statement shall be included in the personnel file. A faculty member's signature or initials on any part of the file does not imply agreement to that part of the file. At the time any document pertaining to performance is placed in a faculty member's personnel file, a copy will be provided to the faculty member.

5.5. Nothing contained in the Agreement shall be construed to deny or restrict a faculty member's legal rights and privileges.

5.6. Any contract between the University and a faculty member heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

5.7. The University shall not negotiate concerning wages, hours, terms or conditions of employment with any faculty member individually, or with any faculty organization other than the Association, for the duration of this Agreement except as provided elsewhere in this Agreement.

5.8. Video material, CDs, DVDs, and web-based material prepared by a faculty member for instruction, using University materials or equipment, falls under the Intellectual Policy Schematic (Appendix A).

5.9. Faculty may have appointments in two or more schools. One of the schools will be designated the primary school at the time of original hire. The primary school's Dean will be responsible for conducting the faculty member's annual evaluation. The other school('s) Dean(s) shall provide written contribution(s) to the faculty member's annual evaluation. The faculty member in multiple appointments shall not be required to meet a higher standard than other faculty to achieve promotion and tenure. Faculty members shall have voting rights in their primary school of appointment.

The primary department will be responsible for recommending the faculty member for promotion and tenure, and will consider recommendations by the faculty of the other department(s).

6. ACADEMIC FREEDOM AND RESPONSIBILITY

6.1. The faculty member is entitled to full freedom in research, creative and expressive activity, and in the presentation or publication of the results of this activity. Research, creative and expressive activity using LSSU resources, such as facilities, equipment and supplies, requires the consent of the appropriate Dean(s) and the Provost (Appendix A).

6.2. The faculty member is entitled to freedom in the classroom in discussing his or her subject, consistent with the course and program's student learning outcomes.

6.3. The concept of freedom includes personal responsibility. The University teacher is a citizen, a member of a learned profession, and a representative of an educational institution. When a faculty member speaks, writes, or acts as a citizen, he or she shall be free from institutional censorship or discipline. When doing so, he or she must avoid any indication that he or she is acting as a LSSU spokesperson.

7. FACULTY APPOINTMENTS

7.1. Types of Appointments

7.1.1. Tenure

Tenure appointment is defined as a status which provides continuous employment to a faculty member on an academic-year or twelve-month contract, with discharge only for just cause.

7.1.2. Probationary

A probationary appointment is defined as a one-year appointment of a faculty member on an academic-year or twelve-month contract with provision for renewal of the appointment at the end of the year

7.1.3. Temporary

A temporary appointment is defined as a one year or less appointment of an individual to (a) replace a faculty member on an approved leave or on long term disability, or (b) to fill a vacancy for which no qualified applicants are available as specified in Section 7.2.2.2., or (c) to fill a vacancy caused by discharge, resignation, death or incapacitation of a faculty member when there is not sufficient time to conduct a proper search before the commencement of the new faculty member's responsibilities.

The provisions of Section 7.4.1.may be waived when making a temporary appointment under the conditions of (c). The University shall notify the Faculty Association President regarding the justification for such waivers supported by appropriate documentation.

7.1.4. Terminal

A terminal appointment is a one-year appointment for the academic year following the discharge of a faculty member for failing to receive tenure when the maximum probationary period has elapsed.

7.1.5. Graduate Faculty

"Graduate Faculty" means a faculty member who typically possesses a terminal degree as determined by the discipline and who holds an appointment to the Graduate College. Graduate faculty may hold joint appointments in the undergraduate and graduate faculty.Graduate Faculty appointments may be awarded to faculty members who possess appropriate academic credentials in a field, or closely related field, in which LSSU offers graduate courses or degrees. Graduate Faculty members shall be qualified to teach graduate courses, generally on the basis of possessing the terminal degree in the field of the graduate courses; ability to advise graduate students; and ability to direct and supervise graduate student research. Graduate Faculty appointments reflect the faculty member's engagement in continuing scholarly activities.

The initial appointment of Graduate Faculty members to the Graduate College is made by the Provost upon the recommendation of the Dean. After its initial appointment, the members of the Graduate College review and advise the Dean regarding new Graduate Faculty appointments from the regular faculty, and new adjunct graduate appointments. Accreditation standards, where appropriate, shall be used as guidelines to define qualifications of Graduate Faculty members. The Dean makes recommendation regarding all appointments to the Provost.

7.1.6. Adjunct

An adjunct appointment is defined as an appointment for which an individual fulfills teaching, or librarian duties, but which excludes the individual from the recognized bargaining unit. Adjunct appointees shall not teach more than twelve (12) contract hours in the undergraduate curriculum per academic year. An adjunct appointee may teach up to sixteen (16) contract hours per year in the graduate curriculum. Immediate supervisors of faculty shall not be considered adjuncts, but shall not teach more than fourteen (14) hours per academic year.

7.1.7. Supplemental Assignment

A teaching supplemental assignment is an assignment of a faculty member to fulfill teaching responsibilities, including graduate courses, for which extra compensation and load are given during the academic year. Supplemental assignments result in contract hours in excess of regular load. All teaching responsibilities and special assignments during the summer semester will be considered supplemental assignments.

A non-teaching supplemental assignment is for duties above and beyond teaching responsibilities for which compensation, and no load, is given. Non-chair assignments will be advertised to the faculty indicating the duties and the pay. Compensation will be at or above the teaching supplemental rate.

7.1.8. Regular Part-Time Faculty

A regular part-time faculty means all those persons holding a tenure, probationary, temporary or term appointment with a specified regular work load of less than nineteen (19) contract hours per academic year, or librarians scheduled for at least 1044 hours but less than 1567 hours for a calendar year.

7.1.9. Clinical Instructor of Nursing

A Clinical Instructor of Nursing means all those persons only hired to provide clinical teaching/supervision of nursing students in the clinical setting. These clinical-track nursing instructors must meet the minimal BSN credential requirements for clinical teaching as set forth by the Michigan State Board of Nursing, must be currently licensed to legally practice as an RN in Michigan (USA) and/or Ontario (Canada) without restrictions, and must be current in their specialized field of nursing practice. The part-time Clinical Instructor of Nursing has a specified regular clinical teaching workload of less than nineteen (19) contract hours per academic year.

7.1.10. Term

A term appointment is defined as a three (3) year, or less, non-probationary appointment of a faculty member to a part-time or full-time contract.Term appointments are limited to teaching only, or only to the specific academic task or responsibility assigned, and duties shall not include student advising, professional activity, or university service. Term appointments are provided academic rank, but are not eligible for promotion.

Term appointments shall be evaluated by immediate supervisors on the same schedule as probationary appointments using an instrument devised specifically for term appointments.

7.2. Standards for Initial Appointment to the Respective Ranks

The ranks of Instructor, Assistant Professor, Associate Professor, and Professor shall be the only ranks assigned to the faculty.

7.2.1. Qualifications

The qualifications for initial appointment to the respective ranks of the University will take into account academic preparation at accredited colleges and universities, and professional experience which directly relates to the academic responsibilities to which the candidate is being appointed. The academic degrees must be earned, not honorary, and in a discipline or disciplines to which the candidate is being appointed. Professional experience is defined as teaching at an accredited college or university, or work experience which is directly related to the academic responsibilities to which the candidate is being appointed.

The minimum qualifications for initial appointment shall be:

a) Instructor: Master's degree in the discipline(s) to which the candidate is being appointed, or active candidacy in a relevant doctoral program at an accredited college or university.

b) Assistant Professor: An earned doctorate or other recognized terminal degree; or a master's degree plus at least five years of professional experience; or a master's degree plus at least 20 graduate semester hours.

c) Associate Professor: An earned doctorate or other recognized terminal degree and five years of professional experience.

d) Professor: An earned doctorate or other recognized terminal degree and ten years of professional experience.

7.2.2. Waiver of Qualifications

7.2.2.1. The University, in seeking to attract an outstanding person of professional or artistic stature, may waive the qualifications after consulting with the departments or schools involved. Notification of the waiver, and the reasons for the action, shall be given in writing to the Association President.

7.2.2.2. Further, when search for candidates possessing the minimum qualifications for the rank of instructor does not produce qualified candidates available by the time their services are required, then the University may hire a person with less than minimum qualifications for a temporary appointment of one year at the rank of instructor. Notification of the hiring, and the reason for the necessity of the temporary appointment, shall be given to the Association in writing. The search for candidates with minimum qualifications shall be renewed by November 15 of the year in which the temporary appointment took effect. If the search still does not produce qualified candidates available by the time their services are required, the temporary appointment may be renewed for one more year, with notification to the Association President as above.

7.3. Procedures for Initial Appointments

7.3.1. Probationary, Term, Temporary, and Regular Part-Time Appointments

When a vacancy occurs or a new position is created, the hiring procedure in Appendix B will be followed.

7.3.2. Supplemental Assignment

Before adjunct assignments are made all faculty members shall be notified of specific course openings on their home campus. Those faculty members who are qualified to teach such courses per faculty qualifications in accordance with Section 11.2.shall first be offered the assignment as a supplemental assignment. Such an assignment shall be made based on the faculty member's availability, experience within the past three (3)

years as related to the assignment, and evaluation history.

When accreditation requirements limit the average teaching assignments of faculty members in the department or school, the supplemental assignment will not be made if the effect is to increase the teaching assignments above the specified maximum of the accrediting agency.

Faculty members and adjuncts shall be limited to a maximum of 1.34 contract hours per week of scheduled instruction during the summer semester. Faculty may pro-rate load during the summer.

7.3.3. Adjunct Appointment

If a course cannot be taught or a bargaining unit task performed through a supplemental assignment, the University shall make adjunct appointments from among individuals registered on the departmental or school's list of qualified, potential adjuncts. This list shall be maintained by the Dean and shall be made available to school faculty upon request. Before a person is added to this list, the Dean will notify school faculty of the proposed addition, provide evidence of qualification for specified course(s) or task(s), and allow at least one week for comments and a voted recommendation by school faculty. In case of educational necessity a Dean may appoint an adjunct person not on the adjunct list but must follow steps for school faculty comment and discussion as soon aspossible after the adjunct has been appointed. The adjunct list will be reviewed annually by the academic unit faculty by March 31st of each year.

7.3.4. After considering the recommendation of the academic unit's faculty, a full-time employee of the University, whose initial appointment to the University was outside the bargaining unit, shall be considered a new appointment if appointed to a bargaining unit position. This appointment is not subject to Section 7.3.1.

7.3.5. After considering the recommendation of the academic unit's faculty, a regular part-time, temporary, or term faculty member may be appointed to a full-time position, for which they are qualified, without application of Section 7.3.1.

7.3.6. Full-time faculty who are offered another full-time faculty appointment at LSSU will retain their time credited toward tenure and their rank. There will be no change in their required time for securing tenure.

7.4. Letter of Appointment and Reappointment

7.4.1. Probationary and Temporary Appointments

Appointment to the faculty of the University shall be offered by letter, signed by the Provost. The letter to the faculty shall set forth:

a) The effective date of appointment.

b) The rank to which he or she is appointed.

c) Base salary plus any compensation for special assignments.

d) The college/school(s) of appointment.

e) The apportionment of the contract load, for multiple appointments between schools. Additionally, the primary school will be specified.

f) Any special assignments that involve extra compensation or release time.

g) A statement specifying the term of the appointment and the position's relationship to the tenure system specified in this Agreement.

h) A statement specifying that the appointment is subject to all terms and conditions of this Agreement.

i) Terms of appointment will be consistent with those of Section 7.2.1. and Section 9. of this Agreement.

j) The University shall provide the Association President with acopy of each letter of appointment and reappointment, as specified in Section 7.4.1.

7.4.2. Graduate Appointments

Graduate faculty members have an appointment (full or partial) in the College of Graduate Studies. Graduate Faculty appointments are renewable annually upon the recommendation of the Dean, and awarded without respect to the faculty member's tenure status in the undergraduate faculty. Graduate Faculty appointments require continued and significant participation in the Graduate College, and continued scholarly activity. Graduate Faculty seeking renewal of their appointment shall submit an annual summary of their participation in the Graduate College, and evidence of continued scholarly activity, by August 15th each year. The Provost shall be the appeal authority for any appointment decision of the Dean. The Provost shall establish appropriate procedures to provide due process.

7.4.3. Supplemental and Adjunct

7.4.3.1. The University shall send each supplemental and adjunct appointee a contractual letter, stipulating:

a) The task to be performed.

b) Basic salary.

c) Travel pay and/or travel time compensation.

d) Any other conditions of employment pertinent to the task and consistent with this Agreement.

e) The supplemental assignment letter must include the description of the total load of the faculty member.

7.4.3.2. A copy of the load report must be attached to the supplemental or adjunct assignment letter.

7.4.3.3. For supplemental assignment, the faculty member's immediate supervisor must give prior approval before an assignment is made outside the department.

7.4.4. The University shall provide the Association with a copy of each letter of appointment and reappointment, as specified in Section 7.4.3.

7.4.5. The conditions of employment, in letters of appointment and reappointment, shall not be altered without the consent of the faculty member.

7.4.6. Any faculty member who accepts a change of status shall receive a new letter of appointment.

7.5. Notice of Non-Renewal

7.5.1. Faculty members on probationary appointments shall receive notice of non-renewal no later than:

a) The tenth week of classes in the Spring Semester for first-year probationary faculty and second year faculty whose initial appointment was for less than a full academic year.

b) December 15th for probationary appointees in the second or a later year. Time served on a temporary appointment shall not be considered for the notice of non-renewal purposes.

These requirements do not apply to faculty members who fail to meet the time requirements associated with the granting of tenure as stated in Section 9.4. Probationary faculty may be non-renewed without cause. No summative evaluation is necessary for the non-renewal of first-year probationary faculty.

The Dean, after consulting with tenured faculty members in the school, may issue a recommendation of non-renewal to the Provost.Non-renewal during the probationary period at the University shall not be subject to the grievance procedure.

7.5.2. Temporary appointments are for one year. Letters of non-renewal are not necessary for such appointments.

7.5.3. Term appointments are for variable time periods of three years or less as denoted in the original contract with the term appointed faculty member. Letters of non-renewal are not necessary for such appointments.

8. EVALUATIONS

8.1. Definitions

8.1.1. "Formative Evaluation" means a gathering and review of information for the purpose of assessing, improving, documenting or developing teaching, research, advising, service or other professional activities. This evaluation is meant to provide feedback, and must be specific and concrete enough to warrant inclusion in a summative evaluation. Formative evaluation includes, but is not limited to, peer consultation, informal surveys, classroom evaluations, student evaluations, and the Professional Activities Report. Formative evaluations may be submitted as evidence of faculty achievement for use in developing the Summative Evaluation Report.

8.1.2. "Summative Evaluation" means a comprehensive evaluation of a faculty member's performance related to Student Learning Activities; Advising & Student Support Activities; Scholarly & Creative Activities; Service Activities; classroom evaluation forms, faculty narratives; release time performance reviews; student and other complaints; collegiality; and disciplinary actions over a fixed period of time. This evaluation is meant to summarize the effectiveness of the faculty member within his or her various roles and functions. Summative evaluations incorporate data from formative evaluation tools such as student evaluations, faculty narratives, and other evidence of faculty engagement and service. The result of the Summative Evaluation is a Summative Evaluation Report. The immediate supervisor is responsible for preparing the Summative Evaluation Report consistent with this Agreement and the criteria defined in Appendices C1-C10.

8.1.3. "Yearly Reporting Period" (YRP) means a twelve-month period over which time faculty document their professional activities (for the Professional Activities Report) or their yearly activities (for the Yearly Activities Report).

8.1.4. "Teaching Evaluation Period" means a two-semester period (one fall semester and one spring semester) over which time faculty are evaluated through classroom visits by Faculty Peer Reviewers and the immediate supervisor.

8.1.5. "Yearly Activities Report" means the report submitted by all faculty who are not scheduled for a Summative Evaluation.

8.2. "Professional Activities Report" means the report submitted by all faculty who are scheduled for a Summative Evaluation.

8.3. The purpose of evaluation is to recognize, sustain, and develop faculty excellence. The evaluation of faculty shall be consistent with this section.

8.4. The review of all formative evaluation material and the generation of the Summative Evaluation Report is the responsibility of the administration. All evaluation of faculty shall be conducted openly. Faculty Peer Reviewers and students contribute information during various formative evaluations, as described in this section.

8.5. Evaluations shall be conducted by immediate supervisors or "other qualified administrators" as designated by the Provost. In the case of a difference of opinion in determining administrator qualifications, the final determination will be made by the President and not subject to further appeal or grievance.

8.6. Summative Evaluations shall be completed annually for each probationary faculty member and at least once every five (5) years for tenured faculty. Summative Evaluations of tenured faculty members may be initiated at the request of the faculty member or by the immediate supervisor in the case of either an unsatisfactory formative or summative evaluation. Summative evaluations shall be for any contractual responsibilities that occur between May 1st and April 30th of an

evaluation year.

All faculty not scheduled for a Summative Evaluation will complete a Yearly Activities Report (Appendix C2) by May 15th of each year.

8.7. Initiating the Evaluation

8.7.1. Tenured faculty not scheduled for Summative Evaluation:

8.7.1.1. Using the same Yearly Reporting Period as the previous year, complete and submit the Yearly Activities Report by May 15th.

8.7.2. First year probationary faculty:

8.7.2.1. Probationary faculty will schedule a meeting with his or her immediate supervisor before September 15th. During the meeting, the immediate supervisor will review the evaluation instruments (Student Learning Evaluation form, Student Advising Evaluation form, Instructional Observation form, Professional Activities Review form).

8.7.2.2. The tenured faculty within the School will set the major category Professional Activity Weights before September 15th.

8.7.2.3. Probationary faculty members will submit sub-category Professional Activity Weights by October 1st for immediate supervisor approval.

8.7.2.4. Probationary faculty members will select one Faculty Peer Reviewer by October 10th and notify the immediate supervisor.

8.7.2.5. Immediate supervisor will select one Faculty Peer Reviewer by October 15th and notify the faculty member being evaluated.

8.7.3. Returning probationary faculty and tenured faculty scheduled for a Summative Evaluation:

8.7.3.1. Faculty being evaluated will schedule a meeting with their immediate supervisor before September 1st. During the meeting, the immediate supervisor will review the evaluation instruments (Student Learning Evaluation form, Student Advising Evaluation form, Instructional Observation form, Professional Activities Review form).

8.7.3.2. The tenured faculty within the School will set the category Professional Activity Weight before September 15th.

8.7.3.3. The faculty member being evaluated will submit sub-category Professional Activity Weights by October 1st for approval by immediate supervisor.

8.7.3.4. Faculty member being evaluated will select one Faculty Peer Reviewer by October 10th and notify the immediate supervisor.

8.7.3.5. Immediate supervisor will select one Faculty Peer Reviewer by October 15th and notify the faculty member being evaluated.

8.7.4. Other faculty:

8.7.4.1. Methods of evaluation will be determined by the immediate supervisor for all faculty not described in sections 8.7.2. and8.7.3.

8.8. Evaluation Activities

8.8.1. In preparing the Professional Activity Weight form, both the faculty member and the immediate supervisor will select one (1) tenured faculty member (not to include immediate family) each to serve as Faculty Peer Reviewers. Faculty Peer Reviewers must reside in the same Department, School, or College as the faculty member being evaluated.If all tenured faculty within a College will have to complete more than four (4)

peer evaluations per year the faculty member being evaluated and Dean may select peer reviewers from another College.

8.8.2. By May 15th, the faculty member shall submit the Professional Activities Report to the immediate supervisor and Faculty Peer Reviewers. The immediate supervisor and the Faculty Peer Reviewers will have until June 1st to complete the Professional Activities Weighting form and associated forms.

8.8.3. All material will be returned to the faculty member for preparation of the Evaluation Narrative (Appendix C5). The faculty member has until July 1st to submit the Evaluation Narrative to his or her immediate supervisor.

8.8.4. The immediate supervisor has until August 1st to generate the Summative Evaluation Report.

8.9. Finalizing the Evaluation

8.9.1. The immediate supervisor will review the Evaluation Narrative in conjunction with classroom evaluation forms, release time performance reviews, student and other complaints, collegiality, and disciplinary actions to generate a Summative Evaluation Report by August 1st. An evaluation meeting to discuss the report with the faculty member will be scheduled by September 1st.

8.9.2. After the evaluation meeting the faculty member will have ten (10) University days to submit any comments, replies, or rebuttals concerning the Summative Evaluation Report (SER) to the immediate supervisor. These comments, replies, or rebuttals shall be attached to the SER. If applicable, during the evaluation meeting, the next year's professional activity sub-category weights will be set.

8.9.3. After the evaluation meeting the faculty member will have ten (10) University days to alter or revise the professional activity sub-category weights, and to resubmit the form to the immediate supervisor for approval.

8.10. Classroom Visits

8.10.1. The immediate supervisor and Faculty Peer Reviewers may visit faculty members' classrooms, laboratories, clinical and other instructional settings for the purpose of instructional evaluation. No more than two (2) classroom, lab, clinical, or instructional setting visits, for the purpose of instructional evaluation, per semester are allowed for any single immediate supervisor or peer reviewer. Efforts should be made to consolidate the visits in order to minimize classroom disruption.

8.10.2. After consultation with the faculty member, the immediate supervisor,or Faculty Peer Evaluator, shall give notice of intent two (2) University days prior to visiting the classrooms, laboratories, clinical, or other instructional settings for the purpose of formative or summative evaluation.

8.10.3. Instructional evaluation visits shall be scheduled between the third and twelfth week of the semester. When an immediate supervisor or Peer Reviewer visits a faculty member's instructional setting for evaluation, they must confine the evaluation to the components of Instructional Evaluation (Appendix C9) form. The results of the visit shall be given in writing to the faculty member within five (5) University days of the visit and discussed within another ten (10) University days.

8.11. Student Input

8.11.1. By the end of final examination week of each semester, students in all faculty members' classes, with enrollments of five students or more, shall have received and completed a Student Ratings form for Teaching (Appendix C7). These forms shall be collected by a

student and returned to the immediate supervisor or the supervisor's designee. The data on the forms will be summarized and returned to the faculty member for use in evaluation.

8.11.2. By May 1st, all faculty members' student advisees shall have received and completed a Student Ratings form for advising (Appendix C8). These forms shall be returned to the faculty member's immediate supervisor or the supervisor's designee. These forms shall be collected by the immediate supervisor or the supervisor's designee. The data on the forms will be summarized and returned to the faculty member for use in evaluation.

8.11.3. Student complaints concerning a faculty member, which have been brought to the attention of that faculty member's immediate supervisor, shall be brought to the attention of the affected faculty member by his or her immediate supervisor within a time period not to exceed ten (10) University days of the complaint, or disregarded in subsequent evaluations by the immediate supervisor. Anonymous student complaints received outside of the Student Ratings form for Teaching and the Student Ratings form for Advising shall not be used in evaluations.

8.11.4. Faculty members may at any time submit evidence of professional achievement, teaching ability, or service to the University for inclusion in their personnel files.

8.11.5. Faculty members receiving unsatisfactory evaluations will work with the immediate supervisor, and where appropriate, peer reviewers/mentors, to prepare a faculty improvement plan within 30 days which must be submitted to the immediate supervisor for approval. The improvement plan will address deficiencies as noted in the evaluation and may include professional development activities related to improving teaching based on evidence of student learning outcomes.

8.11.6. Faculty Peer Reviewers must perform the duties of a peer review.

8.11.7. Evaluations for special assignments and those faculty on more than 50% non-teaching appointments will be performed by the immediate supervisor and will be based upon effectiveness in fulfilling the responsibilities defined by:

a) For special assignments - the description of work completed in accordance with section 11.6.4.

b) For assignments over 50% non-teaching (i.e. Librarians) – the position description

8.12. It is expressly understood that for a tenured faculty member, for years in which no Summative Evaluation has been completed, it is assumed that the faculty member's job performance for those years is satisfactory.

9. TENURE

9.1. Definitions

9.1.1. "Tenure is defined as continuous employment of a faculty member on an academic year contract or a twelve-month contract, with discharge only for just cause as established by the grievance procedure and this Agreement. Tenure is awarded by the Board of Trustees pursuant to its statutory responsibilities. If awarded, tenure becomes effective the first pay period of the following academic year.

9.1.2. "Tenure Committee" means the entire tenured faculty in the school. Schools having fewer than three tenured faculty members to serve on the Tenure Committee will select, by consensus, additional Tenure Committee member(s) from the tenured faculty members of their College. Under these circumstances, the Tenure Committee may not exceed four members. In situations where the college cannot provide the necessary membership, the Provost and President of the Faculty Association will select the necessary Tenure Committee members. Immediate family members shall not serve on a Tenure Committee for another immediate family member.

9.2. Recommendations for Tenure

9.2.1. A full-time probationary faculty member who wishes to be considered for tenure shall submit to his or her immediate supervisor by October 15th, a Tenure Application File consisting of:

a) Narrative

b) Curriculum vitae.

c) Professional Activities Reports (PARs) for all past years of employment as faculty.

d) Summative Evaluation Reports (SER) forall past years of employment as faculty.

e) Letters of support.

9.2.2. Recommendations for tenure shall originate with the immediate supervisor or with the tenured faculty members of the school. The Dean shall convene the meeting of the tenured faculty of the school, but not participate in the dialog or vote. Recommendations for tenure shall be based on:

a) Careful review of the Tenure Application File.

b) Consideration of the faculty member's collegiality in their relation to faculty, students, staff, and administration.

9.2.3. The immediate supervisor shall forward his or her tenure recommendations, accompanied by the recommendations of the tenured faculty members of the school, to the Provost, no later than November 15th of each academic year.

9.2.4. A positive recommendation by either the Dean or the majority of the tenured faculty members of the school Tenure Committee meeting is required for the candidate's application to move forward. A faculty member who does not receive a tenure recommendation at this level (i.e., is refused by both the Dean and School) shall be given reasons in writing by the immediate supervisor with input from the school Tenure Committee.

9.2.5. A faculty member shall not receive tenure if he/she is not recommended for tenure by the Provost. A faculty member who does not receive tenure at this level shall be given reasons in writing by the Provost.

9.2.6. The Provost will forward only his or her affirmative recommendations for tenure to the President for his or her review. If the President concurs in the affirmative recommendations of the Provost for tenure, the recommendations shall be forwarded to the Board of Trustees for consideration at its first regularly scheduled meeting after January 1st. If either the President or Board decline to award tenure, the University President shall furnish reasons in writing to the faculty member.

9.3. Credit toward Tenure

9.3.1. Faculty members with probationary appointments are eligible to earn credit toward tenure at the rate of one (1) year of credit for one (1) academic year at the University.

9.3.2. Faculty members on approved leaves of absence with pay shall accrue credit.

9.3.3. Probationary faculty members on approved leaves of absence without pay shall not accrue credit, except as provided by law; however, they shall not lose credit already accrued.

9.3.4. Probationary faculty members who sever their relationship with the University, either through resignation or by exceeding the period of an approved leave of absence, shall lose all credit previously accrued toward tenure.

9.3.5. Faculty members with temporary or term appointments do not accrue credit toward tenure. If they are appointed to probationary positions, they shall be granted credit for the time previously served for which they meet the qualifications of 7.2.1.

9.3.6. Faculty members with regular part-time appointments do not accrue credit toward tenure. A faculty member whose status changes from regular part-time to full-time shall be granted credit for the time previously served as if he or she had been full-time, refer to Section9.4.

9.4. Maximum Time before Tenure

9.4.1. Hired as Instructor:

9.4.1.1. Instructors may not apply for tenure and must be promoted to Assistant Professor before being considered for tenure. Promotion must occur within five (5) years of hire, if hired at the beginning of a fall semester, or five and one-half (5.5) years, if hired at the beginning of a spring semester; otherwise the faculty member will be terminated at the end of their probationary period. Any other hire date (mid-semester) will be considered as beginning at the start of the semester in which the initial appointment was made.

9.4.1.2. Once promoted, the faculty member will have seven (7) years to apply for tenure.

9.4.2. Hired as Assistant or Higher Rank:

9.4.2.1. For probationary faculty hired at the beginning of a fall semester, the maximum probationary period before tenure is granted shall be: seven (7) years for a person initially appointed as an assistant professor, six (6) years for a person initially appointed as an associate professor, and five (5) years for a person initially appointed as a professor. For probationary faculty hired at the beginning of a spring semester, the maximum probationary period will be an additional one-half (1/2) year. Any other hire date (mid-semester) will be considered as beginning at the start of the semester in which the initial appointment was made.

9.4.3. Failure to apply for tenure consideration or the denial of tenure shall result in discharge from the University at the end of the academic year, refer to Section9.5.1.

9.4.4. Guidelines for Requesting Extensions of the Tenure Probationary Period

9.4.4.1. Requests for extensions must be made using the Request for Tenure Extension

Form (available through the Provost's office) and are to include the following written information from the faculty member:

a) Date of initial tenure-track appointment.

b) Date by which faculty member must submit intention to apply for tenure, by contract.

c) Reason for requesting an extension.

d) Date(s) of events relevant to extension request.

e) Explanation of how these events impeded progress to tenure and an outline and documentation of work on which progress has been hampered.

f) Copy of vita.

g) Upon an extension request, the conditions under which the probationary period before the application for tenure will be extended automatically include the following:

h) Approved leaves of absence.

i) Immigration/visa status that does not permit the award for tenure for candidates who have been recommended for tenure.

j) An extension recommended as an outcome of a hearing and/or appeal conducted pursuant to the Faculty Grievance Policy.

k) Additionally, extensions of the probationary appointment may be considered for a faculty member related to the following reasons:

1) Childbirth, adoption, or gaining custody of a child

2) The care of an ill and/or disabled child, spouse, documented same sex domestic partner if permitted by law, or parent

3) Personal illness

4) To receive prestigious awards, fellowships and/or special assignment opportunities

5) To provide time to complete unique and specific requirements denoted in the original appointment letter

6) Other constraints outside of the individual's control

9.4.5. Request for Extension Procedure

Requests for an extension to a probationary appointment, regardless of reason, and any supporting documentation, must be submitted to the Tenure Extension Application Committee through the Provost's office by the first Tuesday in February of each year. The Tenure Extension Application Committee may also meet for emergency/extenuating circumstances at any time during the academic year if necessary.

The Provost will forward applications to the Tenure Extension Application Committee. The Tenure Extension Application Committee will consist of:

a) One (1) Dean appointed by the Provost. This Dean will also chair the committee.

b) Four (4) tenured faculty members from different colleges.

c) The initial committee members will be elected after the approval of this document. Subsequent committee members will be elected by the faculty at the first Faculty Association meeting of the fall semester of each year and will serve a two-year term.

The Committee verifies that the candidate has submitted all materials related to the minimum criteria outlined above in 1-6. The Committee then determines if the candidate meets the criteria for an automatic tenure extension. If so, the candidate's application is forwarded to the Provost for her/his approval.

In those cases in which probationary appointment extensions are not automatic, the committee considers evidence bearing on the question of whether the circumstances justify exceptions to the standard procedures governing the tenure system. The committee's role is not to evaluate the personal nature of the issue, but to determine whether, given the circumstances of each case, the proposed decisions are consistent with the general interest of preserving the integrity of the tenure system.

In both cases described above (automatic extension or considered extension), the committee must render its recommendation within one month of the application submission deadline. The applicant must receive a simple majority vote from the committee in order for the recommendation to be forwarded to the Provost.

If an extension to the probationary appointment is approved by the Provost, it is not to exceed one year. A faculty member may have no more than two extensions, whether consecutive or nonconsecutive, during their tenure track probationary period. If moving from Temporary or Term to probationary status, faculty may have up to an additional four (4) years.

If the extension is denied by the Tenure Extension Application Committee or the Provost, the Committee or the Provost will provide the candidate with a written reason.

9.5. Special Conditions Regarding Tenure

9.5.1. The University's decision not to grant tenure when the maximum probationary period has elapsed shall result in discharge at the end of the academic year, with reasons furnished in writing. The discharge is not subject to the grievance procedure. A person discharged for failing to receive tenure shall be offered a one-year terminal appointment.

9.5.2. No person outside the faculty shall acquire tenure.

9.5.3. No faculty member shall be granted tenure with his or her initial appointment.

9.5.4. A person who attained tenure while a faculty member shall not lose his or her tenure status because he or she leaves the bargaining unit to continue employment at the University in another position outside of the bargaining unit

9.6. Tenure Appeal

9.6.1. If a faculty member is denied tenure at any level, up to and including the President, the faculty member shall have thirty (30) days to submit an appeal to the Tenure Review Board (TRB) via the Provost.

9.6.2. The appeal must be made using a Tenure Appeal form (Appendix D), and must include the documents giving reasons for tenure denial, and arguments with evidence for why the denial should be overturned. The candidate's tenure file shall accompany the appeal form.

9.6.3. The TRB shall consist of two (2) tenured faculty members and two (2) Deans. All appointees must be from colleges other than the appealing faculty member's college, and no more than one (1) faculty member may be appointed from any one college. The Provost will appoint the Deans. The Faculty Association will appoint the two faculty members.

9.6.4. Appointments to the TRB must occur within ten (10) days of the Provost's receipt of an appeal.

9.6.5. The TRB shall meet within twenty (20) days of the Provost's receipt of an appeal. The TRB shall consider the candidate's tenure file, the reasons given for tenure denial, and arguments and evidence opposing them.

9.6.6. The TRB's recommendation to award tenure will require a majority vote of TRB members. The TRB's recommendation to award tenure shall be forwarded to the level above that which tenure was denied. The TRB's recommendation is not subject to the grievance procedure.

9.6.7. The individual or body receiving the TRB's recommendation shall have ten (10) days to issue their determination to continue the tenure application or deny the application.

9.6.8. Faculty may only submit one (1) appeal. A second denial is final and not subject to the grievance procedure. Successful appeals with subsequent approvals will be presented to the Board of Trustees at the next possible meeting.

10. PROMOTION

10.1. Definitions

10.1.1. "Promotion Committee" means the entire tenured faculty in the school not being considered for promotion. Schools having fewer than three tenured faculty members to serve on the Promotion Committee will select, by consensus, additional Promotion Committee member(s) from the tenured faculty members of their College. Under these circumstances, the Promotion Committee may not exceed four members. In situations where the college cannot provide the necessary membership, the Provost and President of the Faculty Association will select the necessary Promotion Committee members. Immediate family members shall not serve on a Promotion Committee for another immediate family member.

10.2. Qualifications

The minimum preparation to apply for promotion to the academic ranks shall be as follows, except in cases where there is clear evidence of equivalent experience, professional achievement or superior teaching (application under the exceptions clause). If you are applying for promotion under the exceptions clause of the Agreement, include a section entitled "Qualifying Criteria"that documents yourequivalent experience, professional achievement or superior teaching.

10.2.1. The following provisions only apply to probationary or tenured faculty members:

10.2.2. Assistant Professor

a) Master's degree plus ten semester credit hours in a graduate program plus two years as a faculty member at the Instructor level at Lake Superior State University; or

b) Master's degree plus five years professional experience, including two years as a faculty member at Lake Superior State University; or

c) Master's degree plus 20 semester hours in a graduate program; or

d) Earned terminal degree in his/her field.

10.2.3. Associate Professor

a) Seven (7) years at the Assistant level at Lake Superior State University.

10.2.4. Professor

a) Six (6) years at the Associate level at Lake Superior State University.

10.3. Application for Promotion

Application for promotion shall be the same as that for tenure.A faculty member of Assistant Professor rank or higher, seeking both tenure and promotion will submit the same document for both purposes.

10.4. Recommendations for Promotion

10.4.1. A full-time faculty member who wishes to be considered for promotion shall submit a letter of intent by May 1st of the year prior to their application. The Promotion Application File shall be submitted to his or her immediate supervisor by October 15th. The faculty member should review their personnel file to ensure it is accurate and complete. A copy of the letter of intent shall accompany the Promotion Application File consisting of:

a) Narrative

b) Curriculum vitae.

c) Professional Activities Reports (PARs) for the past seven (7) yearsor from the date of hire.

d) Summative Evaluation Reports (SER) for the past seven (7) years or from the date of hire.

e) Letters of support

f) If the faculty member is applying under the exceptions clause, evidence supporting the exception must be included in the file.

10.4.2. Recommendations for promotion shall originate with the immediate supervisor or with the tenured faculty members of the school. The Dean shall convene the meeting of the tenured faculty of the school, but not participate in the dialog or vote. Recommendations for promotion shall be based on:

a) Careful review of the Promotion Application File.

b) Consideration of the faculty member's collegiality in their relation to faculty, students, staff, and administration.

10.4.3. The immediate supervisor shall forward his or her promotion recommendation, accompanied by the recommendation of the tenured faculty members of the school, to the Provost, no later than November 15th of each academic year.

10.4.4. A positive recommendation by either the Dean or the majority of the tenured faculty members present at the school Promotion Committee meeting is required for the candidate's application to move forward. A faculty member who does not receive a promotion recommendation at this level (i.e., is refused by both the Dean and School) shall be given reasons in writing by the immediate supervisor.

10.4.5. A faculty member shall not receive promotion if he/she is not recommended for promotion by the Provost. A faculty member who does not receive promotion at this level shall be given reasons in writing by the Provost.

10.4.6. The Provost will forward only his or her affirmative recommendations for promotion to the President for his or her review. If the President concurs in the affirmative recommendations of the Provost for promotion, the recommendations shall be forwarded to the Board of Trustees for consideration at its first regularly scheduled meeting after January 1st. If either the President or Board decline to award promotion, the University President shall furnish reasons in writing to the faculty member.

10.4.7. If awarded, promotion pay becomes effective the first pay period of the following academic year.

11. ACADEMIC CONDITIONS AND WORKLOAD

11.1. Non-Discrimination

The University shall not, in the conduct of its business, discriminate against any individual in violation of Federal or State law.

11.2. Qualifications for Assigned Tasks

The University shall assign faculty members teaching, or librarian, tasks based on the qualifications of the individual as documented by the Teaching Qualifications Form (Appendix E). Faculty members who have term appointments and do not satisfy the requirements of Section 7.2.1.shall not be assigned courses numbered 100 or above.

These qualifications shall be established by:

a) The individual's graduate-school transcript(s) showing major and minor concentrations of study in master's and doctoral programs and major(s) in baccalaureate programs.

b) The faculty member's professional experience or special expertise, as demonstrated by items such as, special certifications, licensure, evidence of independent study, scholarly publications, or documented research.

c) The immediate supervisor, after an exchange of facts and opinions with the individual faculty member based on paragraphs 11.2.a. and 11.2.b., shall establish a list (Teaching Qualifications Form) of LSSU courses and subjects which the faculty member is qualified to teach.

These qualifications shall be reviewed at the time of the summative evaluation, but can be reviewed anytime at the request of the individual faculty member, but no more than once per year.

11.3. Teaching Loads

11.3.1. For the purpose of defining teaching loads and supplemental assignments, one contract hour shall be considered as one class hour of lecture at the undergraduate level; one and one-half hours of laboratory instruction at the undergraduate level; or three-fourths of an hour of regularly scheduled classroom instruction at the graduate level. A contract hour can be adjusted as denoted within this Agreement. The contract hour defined above is to be differentiated from the "Student Credit Hour" used in the catalog course descriptions.

11.3.2. A faculty member's total load for either fall or spring semester shall not exceed eighteen (18) contract hours. The workload for the academic year shall not exceed 32 contract hours.

11.3.3. All Load Reports must be submitted to the Provost's Office and copies shall be furnished to the faculty member and the Association President by the beginning of the fourth week of each semester.

11.3.4. Faculty members may accept but will not be discriminated against for not accepting a supplemental assignment.

11.3.5. Load Reports are considered to be the primary and archival source of information for load report data. Data for calculating Load Reports will be reported on the Load Reports, and faculty will sign Load Reports affirming their satisfaction regarding accuracy. The Load Reports must be returned to the University within ten (10) University days. If the Load Report is incorrect the Faculty Member will note the discrepancy on the Load Report before returning the document. After the Load Report has been corrected by the University the Faculty member will have ten (10) University days from the return of the Load Report to sign and return to the University. The signature on a Load Report constitutes an agreement between the faculty member and the University.

11.3.6. Preliminary load reports including release time assignments will be provided to faculty by the end of the 10th week of the preceding semester of the academic year. All preliminary load reports and release time assignments are subject to change.

11.3.7. Non-teaching faculty members' workloads shall be 40 clock hours per week. Any librarian who is assigned to teach any class shall have his or her workload reduced accordingly.

11.3.8. The University may appoint librarians for an academic year or longer than an academic year, up to a full calendar year, however, such periods in excess of the academic year must be contiguous to the academic year unless otherwise agreed to by the faculty member.

11.3.9. Faculty assignments shall not exceed five days per week, without the consent of the faculty member. A faculty member shall not be assigned both Saturday and Sunday without his or her consent.

11.3.9.1. Faculty members shall discharge their professional responsibilities, such as holding office hours, during the time instruction occurs at the University. Within this framework, faculty members have freedom to schedule these responsibilities.

11.3.9.2. There shall be no fixed number of days a faculty member shall be required to report to campus.

11.3.10. Faculty teaching loads shall not exceed four (4) separate lecture preparations for any one semester without the consent of the faculty member involved. Each separate laboratory shall count as one-half lecture preparation; each separate recreation activity course shall count as one-third lecture preparation.

11.3.11. Each faculty member shall schedule, with the approval of their Dean, a minimum of five office hours per week during weeks in which instruction occurs at the University. With permission of the Dean, one of the hours may be virtual. A faculty member shall not be required to schedule office hours more than two hours prior to or following an assigned class. Regular part-time faculty members shall have pro-rated office hour requirements.

11.3.12. Both parties recognize that the teaching load does not constitute the full work load for professional faculty. Preparing for classes and labs; maintaining office hours; advising students; choosing textbooks for courses; the timely submission of mid-term and final grades; maintaining programmatic accreditation; selecting library acquisitions; advising student organizations; attending convocation, attending commencement, University-wide faculty development sessions, and department and school meetings; serving on department school and University committees; correcting work of students; assessing student learning outcomes, participating in program reviews, and engaging in research and other scholarly activities for example, are recognized as part of the professional responsibilities of the faculty member. Participation on all committees required by this Agreement (e.g. promotion, tenure, curriculum, sabbatical, search, etc.) and peer evaluationconstitutes an essential component of a faculty member's professional responsibilities.

11.3.13. Continuing scholarly activity is required of regular graduate faculty members.

11.3.14. Practicum/Internship Formula

11.3.14.1. The number of contract hours a faculty member will receive for teaching a course identified in the University catalog as a practicum or internship course will be determined by the following formula:

$$\frac{(placement\ time + evaluation\ time) * (number\ of\ students) + (class\ time)}{44} = contract\ hours$$

Preparation/Placement time is defined as the number of hours required to place each student enrolled in the course.

Evaluation time is defined as the number of hours required by the faculty member to evaluate each student in the course.

Class time is defined as the total number of hours the class meets for lecture during the semester, plus course preparation time.

Preparation/Placement time, evaluation time, and class time will be determined for the course, not for the instructor assigned the course. The total number of hours it will take to instruct a course may vary directly with the number of students enrolled in the course and by the number of credit hours for which each student is enrolled. The immediate supervisor in consultation with faculty members qualified to teach the course will determine the amount of evaluation time, preparation/placement time, and class time required to instruct a course. If faculty members assigned to instruct the course are not satisfied with the decision, they may request a meeting with the Dean and, if desired, the Provost and/or Association members to review the decision. After review of all evidence presented by the affected faculty member and/or the Faculty Association, the Provost will provide a final decision. Each semester any practicum or internship assigned to a faculty member will count as one-half lecture preparation for purposes of Section 11.3.14. of this Agreement. Practicum or internship courses offered for variable credit and bearing the same course number and name, are considered one-half lecture preparation. Example: A course may be offered for four, six, eight, or twelve credits; some students may be enrolled for four, six, eight, or twelve credits, but the course would be considered the equivalent of only one-half lecture preparation.

11.3.14.2. Contract hour workloads for practicum or internship courses which are revised or developed and approved shall be determined using the procedures outlined above.

11.3.14.3. If a faculty member, after teaching a practicum or internship, feels that he/she is not able to conscientiously teach the course within the workload parameters established, he/she may remove the course from the list of courses (described in 11.2. of the Agreement) which he/she is to teach for the next academic year. Such removal may result in less than a full load, with corresponding change from full-time status.

11.3.15. Class Sizes and Schedules

11.3.15.1. The Dean of each school, after an exchange of facts and/or opinions with his or her faculty, shall determine the need for student assistants for faculty members whose teaching loads exceed 600 student credit hours per semester, or whose courses would benefit from student assistants. The immediate supervisor shall submit his or her findings to the Provost, with specific requests for assignment of appropriate numbers of student assistants. For those courses where the provision for student assistants has been recommended, but student assistants have not been provided, the Provost shall notify, in writing, the immediate supervisor and faculty member of the reasons. Student assistants shall not assume primary instructional activities and responsibilities.

11.3.15.2. Both the faculty and the University recognize that decisions about class size have consequences for the quality and cost of education. The immediate supervisor, in agreement with the faculty member involved, shall set the maximum and minimum number of students in his/her courses taught in the department or school.

11.3.15.3. In the event of a disagreement between the immediate supervisor and the faculty member in Section 11.3.15.2., the maximum or minimum number of students inthe courses involved shall be established by the Provost.

11.3.15.4. Nothing in this Agreement shall require a workload adjustment when a faculty member wants to divide an assigned class into more than one section.

11.3.16. Without the written permission of the faculty member, an immediate supervisor shall not assign classes that exceed a nine-hour span on a given day. Supplemental assignments are exempt from this restriction unless the supplemental course is assigned as described in Section 11.3.2.

11.3.17. If the student credit hour (SCH) generation of adjunct and/or term appointments, for an academic year, as reported on load report, accounts for forty (40) percent or more of the school's instruction, [with the exception of University Seminar (USEM) and Student Service (SERV) prefaced classes] the University shall create a new faculty position for the next academic year.

11.4. University Calendar

11.4.1. Annual academic calendars shall be ratified by the University and the Faculty Association's Executive Council.

11.4.2. The regular academic year shall consist of two semesters, one week for fall assemblies and activities, and two days following each semester for grading, assessment, and department/school meetings. Each semester shall have at least 70 scheduled instructional days, followed by five days for final examinations. A regular scheduled hour of instruction is 50 minutes. Each examination shall be scheduled for 120 minutes with 30 minutes between each examination. The Fall Semester shall end before Christmas Day. Classes for the Spring Semester shall begin after New Year's Day. The Spring Semester shall have a week-long break. Graduation shall be scheduled following the Spring Semester's final examination period. Fall and Spring semester grades shall not be due before 5pm on the Tuesday following the end of the semester.

11.4.3. To preserve the flexibility needed in the scheduling of summer classes, the Association waives, for the duration of this Agreement, negotiation of summer calendars provided the hours of instruction are comparable to those scheduled during the regular academic year.

11.4.4. Each graduate hour will meet for fourteen (14) hours of instruction plus the final exam period.

11.5. Working Conditions

The University shall provide to faculty members without charge:

a) If available, a private office for each faculty member, with the usual computer and furniture: including desk, chairs, bookcases, and filing cabinets.

b) A telephone, with a private line, and email access for each faculty member.

c) Keys to their offices, and other rooms and buildings connected with their work.

d) Secretarial assistance.

e) Access to the necessary machines and equipment such as computers, video tapes, word processors, calculators, copiers, typewriters, timing devices, athletic equipment, and laboratory equipment.

f) Common supplies such as paper, pens, grade books, and desk calendars.

g) For the rental of films, special exhibits, and other incidental educational aids.

h) A maximum of two parking permits for faculty members.

i) Semester library loan and reserve privileges.

j) Audio visual equipment such as overhead, slide, and movie projectors, DVD and Blue Ray players, etc.; and the staff to deliver and set up such equipment.

k) Any physical examinations required by the University, or by law, in connection with a faculty member's professional obligations.

l) All identification cards the University wants the faculty members to obtain.

m) For the distribution of all payroll and personal information and in a confidential manner.

n) Access to a private room for counseling students, by reserving the room through the immediate supervisor.

o) Canadian nursing registration fees for Michigan nursing faculty, and chauffeur license fees, if required of faculty in the performance of their professional duties.

p) A faculty lounge. Members of the faculty and staff are welcome to use the Anchor Room of the Cisler Center at any time that this room has not been reserved by another group during the regular hours of operation of the Center. Further, the University agrees to make the Anchor Room available for reserved use by the faculty once each week during the academic year, subject to completion of advance arrangements for reservation of the room by the Faculty Association. Reservation shall be made no more than two weeks prior to the date of the proposed use. If the Anchor Room has been previously reserved by another group, the University will seek to provide an alternative room in the Cisler Center. Furnishing of additional facilities or services, in conjunction with the use of the Anchor Room or the alternative, shall be the responsibility of the faculty and/or the Association.

11.6. Workload Adjustments for Special Assignments

11.6.1. Faculty members who consent to serve as coordinators of a program or to the development and/or implementation of a new program or to undertake extra non-teaching academic responsibilities (such as directing student research, conducting departmental, school or University research, writing grant proposals, assisting in special recruitment activities for prospective students, etc.) or who have 50 or more advisees, may be given extra compensation and/or release time for such additional responsibilities. Both extra compensation and release time will be converted into contract hours as specified in Section 11.6.4.1.; however, compensation for scholarly activity (such as basic or applied research, or consulting) conducted through the University and financed with extramural funds, shall not be limited by application of the formula specified in Section 11.6.4.1.

11.6.2. School chairs shall receive three (3) hours of release time per semester (fall and spring).

11.6.3. The amount of extra compensation and/or release time shall require mutual consent of the faculty member and immediate supervisor subject to the approval of the Provost, and shall be based on the scope of responsibilities which are beyond those normally expected of a faculty member.

11.6.4. Each special assignment, per Section 11.6.1., offered to a faculty member, shall be described by a detailed list of duties and responsibilities, special starting and ending dates of the assignment, amount of extra compensation and/or release time associated with the assignment and rationale for this amount in terms of average hours per week of the special assignment. The special assignment description shall require consent of the faculty member and a copy shall be provided to the Faculty Association President within ten (10) University days of the starting date of the assignment.

11.6.4.1. Methods for determining contract hour value of work associated with a special assignment are as follows:

a) An average of three (3) hours per week shall be equal to one contract hour;

b) Faculty members, who are specifically assigned the responsibility for organizing and coordinating multiple (three or more) lab sections associated with a single course, will be credited with one (1) contract hour in addition to their compensation for teaching one or more of the laboratory sections. (A special assignment description for coordination of laboratory sections of a course need only be approved and disseminated, per Sections 11.6.3. and 11.6.4., one time, unless duties are substantially changed.)

11.7. Off-Campus Teaching Assignments

11.7.1. Regional Center Teaching

When part of a faculty member's regular load is assigned away from their home campus, the number of contract hours credited to the faculty member shall equal 1.25 times the number of contract hours credited for the course taught on their home campus as well as reimbursement for all travel related expenses per University policy.

When taught as a voluntary supplemental assignment, the course will receive the normal load, and the faculty member must accept responsibility for all travel expenses.

The University shall provide office space at Regional Centers for faculty use in preparation of classes and advisement of students. For faculty members teaching at Regional Centers a portion of office hours required in Section 11.3.11. may be scheduled at the Regional Center.

11.7.2. Affiliated Academic Institutions

If the University intends to have a portion of a faculty member's work assignment on and/or off campus for affiliated academic institutions such as secondary schools, community colleges, universities, or other educational facilities, the University agrees to meet with the Association under Section 3.7.2. to discuss conditions of employment before the assignment is made.

11.7.3. Distance Education

Distance education courses are those credit bearing courses delivered to and taken by students who are not co-located with the faculty member(s) who are responsible for the course. Initial and on-going training in using technology shall be made available to faculty members who will be teaching via distance education. Distance education courses will be developed, approved and assessed within the same framework as traditional class based courses.

In recognition of the additional work required to develop and first teach a distance education course, a faculty member shall be credited with one (1) contract hour in addition to the course load. The University shall retain all rights to the developed distance education course and associated content.

11.8. Team Teaching

When a course or laboratory is taught by more than one faculty member, the Dean of the College in which the course is taught, in consultation with those faculty involved, shall determine the percentage of the course for which each faculty member shall be responsible to deliver. For the purposes of Section 11.3.of the Agreement, the number of contract hours and lecture preparations assigned to each faculty member shall be prorated by their respective percentage.

Example: if a faculty member teaches 30% of a 3-credit non-prorated course, his/her load report would show (0.30 x 3 cr) = 0.90 contract hours in load and (0.30 x 1 prep.) = 0.30 preparations.

11.9. Independent/Directed Study

For the purpose of Section 11.3. of the Agreement, the number of contract hours and lecture preparations a faculty member will receive for teaching a course identified in the University Catalog as independent or directed study (Independent/directed study defined as an individual student learning experience that does not fall within the definition of a lecture class, laboratory, or internship/practicum) which has 10 or fewer students enrolled at the end of the Add Period, shall be determined as follows:

Contract hours = (Credit Hours x Enrollment)/10

Preparations = (Enrollment/10)

Example: if 4 students enrolled in a 2 credit hour section of the course NURS 490, Independent Study in Nursing (1-4-0) 1-4, the instructor would be credited with 0.8 contract hours toward his/her load and compensation, and 0.4 lecture preparation. Note: No more than 4 credits of a faculty member's 12-credit load can be comprised of prorated independent study credits.

11.10. Instruction using Video Recordings

Subject to the accommodations of Section 11.7.3.of the Agreement with regards to Distance Education no adjustments to load calculating will be provided for video recording of instruction.

In the event video records are subsequently used for instruction in other settings or classes, faculty will be credited with a factor of 0.10 times the number of contract hours credited for the course.

If faculty additionally interact with and evaluate students in such subsequent courses, contract hours will be further calculated as (hours of interaction/student-5 + hours of evaluation/student x number of students)/44.

Example: a 3-credit business class is taped on-campus in Fall of 2000 and is subsequently offered via tape delay in Spring 2001 at a regional center with a class of 12 students. Contract hours for students viewing the video recordings would be 0.10 x 3 =0.30 contract hours.

If 6 hours of interaction with and 2 hours of evaluation of students is required, additional contract hours would be calculated as: {[6-5+2] x 12}/44 = 36/44 = 0.81 contract hours. Total contract hours for this example, therefore, are 0.30 + 0.81 = 1.11 contract hours.

11.11. Intellectual Property Rights

For information regarding Intellectual Property Rights, see Appendix A.

12. GRIEVANCE PROCEDURE

12.1. Grievance

If a faculty member has a complaint which he or she wishes to present to the administration, he or she is free to do so informally without recourse to the formal grievance procedure; however, no complaint shall be adjusted contrary to this Agreement.

A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement.

12.2. Steps in the Grievance Procedure

The steps in the grievance procedure are as follows:

12.2.1. First Step: Immediate Supervisor

A faculty member who has a grievance concerning his or her employment should promptly, and in no event later than fifteen (15) University days after the grievance may reasonably be known to exist, inform his or her immediate supervisor, in writing, and then meet with the appropriate supervisor to discuss the grievance. On grievances related to payroll items, the grievance must be presented within thirty (30) University days after the payday concerned. The immediate supervisor shall then set a place and time within the next two (2) University days, for an oral presentation of the grievance. If the aggrieved faculty member wishes, the appropriate Faculty Association representative may assist the faculty member in the oral presentation. During the oral presentation, the grievant will present the First Step paperwork (Appendix F) documenting the alleged violation of the Agreement.

If the aggrieved faculty member does not receive a satisfactory resolution of the grievance within two (2) University days after the oral presentation, the grievance may be submitted to the Provost for a written decision (Second Step), provided the submission is made within five (5) University days.

12.2.2. Second Step: Provost Review

Upon receipt of the written grievance, the Provost shall set, within five (5) University days, a place and time for a second-step grievance hearing. Such hearing shall be scheduled to occur within ten (10) University days of receipt of the written grievance. The aggrieved faculty member may have the assistance of Faculty Association representatives at the hearing. The Provost will provide a written decision within twenty (20) University days. Whether or not Faculty Association representatives assist at the grievance hearing, the Faculty Association shall receive a copy of the written decision.

If the aggrieved faculty member is not satisfied with the resolution of the grievance, the faculty member may, within ten (10) University days after the written decision is received, submit the grievance to Human Resources for the Third Step.

12.2.3. Third Step: Review Conference

The Review Conference will be scheduled for the purpose of restating the Faculty Association's and the University's positions and working toward a mutually acceptable solution of the grievance. Such conference shall be scheduled to occur within ten (10) University days following receipt of Notification from the faculty member. Faculty Association participants in this conference shall be limited to the aggrieved faculty member, a Faculty Association representative, and a representative of the MEA-NEA. University participants in this conference shall include at least one University person

other than the University representative who answered the grievance at a previous step.

If the aggrieved faculty member is not satisfied with the resolution of the grievance, the faculty member may, within ten (10) University days after the written decision is received, submit the grievance to the Chair of the Internal Grievance Review Board for the Fourth Step, Internal Grievance Review Board.

12.2.4. Fourth Step: Internal Grievance Review Board

Upon receipt of the grievance, the Internal Grievance Review Board shall set, within five (5) University days, a place and time for the fourth-step grievance hearing. Such a hearing shall be scheduled to occur within twenty (20) University days of receipt of the written grievance.

The Internal Grievance Review Board shall consist of three members from the Faculty Association, three members from the Educational Support Professionals, and three members from the Administrative/Professional personnel. The President of the Faculty Association shall appoint faculty members to serve on the Board for each grievance reaching the Fourth Step. The President of the Faculty Association shall appoint one of the faculty members serving on the Board as chair. The Provost shall appoint the three Administrative/Professional personnel. The President of the Educational Support Professionals Association shall appoint the three Educational Support Professionals Association personnel.

The Faculty Association and the University have the right to request that a member(s) of the Board be replaced if it is believed the member(s) has a conflict of interest with the grievance.

The Faculty Association and the University shall provide the Board with documentation of its position five (5) University days prior to the date of the hearing. The Board shall only consider this documentation in its decision. The Board shall issue a written recommendation within five (5) University days of the hearing.

If the aggrieved faculty member is not satisfied with the recommendation of the Internal Grievance Review Board, the faculty member may, within ten (10) University days after the written recommendation is received, submit the grievance to the Fifth Step, Arbitration.

12.2.5. Fifth Step: Arbitration

12.2.5.1. If after the Fourth Step of the grievance procedure, the grievance is still unsettled, and if it involves a controversy concerning compliance with the express terms of this Agreement, the Faculty Association may, within ten (10) University days after receipt of the written answer from the Fourth Step, request arbitration by giving notice, in writing, to the Human Resources Office. If no such notice is given within ten (10) University days, the grievance shall be deemed settled and not subject to arbitration.

12.2.5.2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the University and the Faculty Association within ten (10) University days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five arbitrators. Both the University and the Association shall have the right to strike two names from the panel. The University shall strike the first name; the Association shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

12.2.5.3. The jurisdictional authority of the arbitrator is defined and limited to the

determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to the arbitrator consistent with the provisions of this Agreement.

12.2.5.4. In making his or her decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts. The arbitrator is specifically prohibited by this Agreement from hearing any grievance involving the discharge of probationary and temporary faculty members or hearing any grievance concerning the decision not to reappoint, retain a faculty member on a supplemental assignment, or the School Promotion Committee decision to promote or not to promote.

12.2.5.5. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her reasoned decision within thirty (30) days after the conclusion of testimony and argument.

12.2.5.6. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and the Association. However, a reasonable number of faculty members who are called to testify during an arbitration hearing during their assigned working hours shall do so without loss of time or pay. In the event that either party desires a transcript, the cost shall be borne by the party making the request.

12.2.5.7. Expedited arbitration may be utilized by mutual agreement of both parties.

12.2.6. Time Limits for Grievances

If a time limit is not observed by the aggrieved faculty member, the grievance shall be considered void, except that at any step of the grievance procedure, the aggrieved faculty member and the University's representative, at that step of the grievance procedure may extend the time limit by mutual agreement in writing. If the University fails to respond to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure.

12.2.7. Miscellaneous Provisions Concerning Grievances

12.2.7.1. The Association shall have the right to initiate a grievance on behalf of a faculty member or consolidate the same grievance involving more than one faculty member. A consolidated grievance involving faculty members from more than one department or school may be initiated at the second step.

12.2.7.2. Any grievance initiated under this Agreement shall be processed in accordance with this grievance procedure until resolution, notwithstanding the expiration of this Agreement.

12.2.7.3. No reprisals of any kind shall be taken against faculty members for participating in a grievance.

12.2.7.4. The grievance form and attached documents arising from a grievance, except for the decision constituting final disposition, shall be kept separate from the personnel files of participants.

12.2.7.5. If any faculty member for whom a grievance is sustained shall be found to have been unjustly discharged he or she shall be reinstated with full compensation and advantages. If any faculty member has been improperly deprived of compensation or advantages, the advantages or compensation shall be restored and/or its equivalent in money shall be paid to him/her and his/her record cleansed of any reference to this action; however, nothing in this paragraph shall prevent the arbitrator from exercising his/her judgment in an award.

12.2.7.6. If the University refuses to participate in arbitration of a grievance arising under this Agreement, the arbitration shall proceed on an ex parte basis.

13. LAYOFF AND RECALL OF FACULTY MEMBERS

13.1. Whenever it is necessary to decrease the size of the faculty because of proven exigencies, the Board of Trustees, upon recommendation of the President of the University, may cause faculty to be placed on layoff. The faculty member(s) involved will receive notification of layoff by December 15th of the year preceding the layoff, if possible.

13.2. Non-renewal of a probationary faculty member shall not be considered a layoff under this section.

13.3. The following shall be considered in the lay-off ofa faculty member: length of service in the University and academic qualifications pursuant to Section 11.2. If faculty members have equal length of service, then the faculty member with the greater seniority shall be retained. If faculty members have equal seniority, then the faculty member with the superior qualifications, as determined by 11.2, shall be retained. Faculty members with temporary or term appointments will be laid-off before any other faculty members provided there is a probationary or tenured faculty member qualified and available to perform the duties of the position being held by the faculty member on a temporary or term appointment.

13.4. Non-bargaining unit personnel at the University shall not perform bargaining unit work if qualified faculty members who are on layoff accept the work offered.

13.5. For purposes of layoff when a proven exigency exists and faculty have been laid off in a specific school, that immediate supervisor may assign one additional preparation to faculty members.

13.6. A faculty member placed on layoff is eligible for recall for a same or similar position and location for a period not to exceed three (3) years unless declining a recall offer before that time. Decline of recall to same or similar position and location means resignation of the position.

13.7. A faculty member placed on layoff will be reinstated if the faculty member accepts the offer of reinstatement within fourteen (14) calendar days after the offer of reemployment is sent by certified mail to the faculty member's last known address. It shall be the faculty member's responsibility to ensure that the University's Human Resources office records reflect the faculty member's current address.

13.8. In the event a recall offer is accepted, such reemployment shall not result in a loss of status or credit for previous years of service, and the faculty member, upon commencement of active employment, shall receive all previous benefits and status as held on the date of layoff.

14. CURRICULUM DEVELOPMENT

14.1. Curriculum Committee and General Education Committee

14.1.1. The Curriculum Committee and the General Education Committee shall each be composed of faculty, one elected from each School (Librarians will be considered part of the School of Liberal Studies); two students, chosen by Student Government; the Provost; and two Deans appointed by the Provost. The Registrar and Associate Provost for Assessment, Education, and Graduate Studies shall serve as ex-officio members of the committees.

14.1.2. The faculty representatives of the Curriculum and General Education Committees shall be elected by the faculty in each unit by March 1st, with terms to begin the following fall semester. The Chairs, under direction from their immediate supervisor, will conduct the elections. In units without a Chair, the immediate supervisor will conduct the election. Faculty representatives shall serve staggered two-year terms for the Curriculum Committee and staggered three-year terms for the General Education Committee.

14.1.3. The Curriculum and General Education Committees will adopt Bylaws to guide committee protocol. The Bylaws do not replace any current contract language.

14.1.4. The Provost shall serve as chair of the Curriculum Committee. The chair of the General Education Committee shall be elected by the General Education Committee members.

14.2. Curriculum Committee Procedures

14.2.1. All Curriculum Committee proposals shall originate within the appropriate department or school with the participation of affected departments and faculty members. All proposals must be approved by a majority vote of the faculty in the submitting School and be approved by the Dean overseeing the School before being forwarded to the Curriculum Committee. Exceptions to this process may occur if:

a) The course or curriculum under consideration is new to the University and, therefore, not appropriately within the jurisdiction of an existing school, or

b) The University is submitting a proposal for the deletion of a program in which case the University must solicit input from the affected School(s), for their recommendations, or

c) The course or program is under direct supervision of the Provost's Office.

In these instances, the Provost will submit proposals on behalf of the University.

14.2.2. A course or program proposal, revision, or modification may be proposed by any faculty member on the appropriate form furnished to the schools, provided the faculty member resides in the school in which the course or program exists. Such a proposal, revision, or modification shall be prepared and circulated among the faculty members within the school. The school Dean shall receive a copy. The proposal shall be discussed by the faculty at a school meeting and a recorded vote taken on adoption of the proposal.

14.2.3. If approved, the proposal shall then be submitted to the Dean for his or her approval; if he or she concurs with the school's recommendation, the proposal shall be forwarded to the Curriculum Committee.

14.2.4. The Provost shall call the first meeting of the Curriculum Committee before the end of the second week of September. The Curriculum Committee meetings shall be open.

14.2.5. The Curriculum Committee shall establish and publish a regular schedule of meetings. The agenda shall be distributed to all Chairs and Deans 48 hours prior to the meeting.

The Curriculum Committee shall, in cooperation with the University, establish the procedures and forms for submission of curricular-related proposals.

14.2.6. In the curriculum approval process, courses approved by the academic schools for inclusion in the general education curriculum, and approved by the Curriculum Committee, will be forwarded for approval to the General Education Committee.

14.2.7. Changes in procedures shall be distributed to Deans and Chairs within 30 University days after the first meeting of the Curriculum Committee.

14.2.8. Where there is a difference of opinion between the administration and a school or the Curriculum Committee concerning curriculum, the matter may be appealed to the Board of Trustees.

14.2.9. Prior to the Board of Trustees meeting, a written report of the dissenting opinion shall be included with the agenda. A spokesperson for the dissenting position will be allowed to actively participate in the discussion when the appeal is considered by the Board of Trustees.

14.3. General Education Committee Procedures

14.3.1. The General Education Committee promotes and initiates curriculum development and instructional innovation in general education and determines whether courses proposed achieve the outcomes of general education.

14.3.2. All general education proposals shall originate within the appropriate department or school. All proposals must be approved by a majority vote of the faculty in the submitting School and be approved by the Dean overseeing the School before being forwarded to the General Education Committee. Exceptions to this process may occur if:

a) The course is offered as study abroad, summer, transfer credit, or special topics

b) The course or curriculum under consideration is new to the University and, therefore, not appropriately within the jurisdiction of an existing school, or

c) The University is submitting a proposal for the deletion of a program in which case the University must solicit input from the affected School for their recommendations, or

d) The course or program is under direct supervision of the Provost's Office

In these instances, the Provost will submit proposals on behalf of the University.

14.3.3. Proposals should be submitted by any faculty member on the appropriate form furnished to the schools. Such proposals shall be prepared and circulated among the faculty members within the school. The school Dean shall receive a copy. The proposal shall be discussed by the faculty at a school meeting and a recorded vote taken on adoption of the proposal.

14.3.4. If approved, the proposal shall then be submitted to the Dean for his or her approval; if he or she concurs with the school's recommendation, the proposal shall be forwarded to the General Education Committee.

14.3.5. The Provost shall call the first meeting of the General Education Committee before the end of the second week of September. The General Education Committee meetings shall be open.

14.3.6. The General Education Committee shall establish and publish a regular schedule of meetings. The agenda shall be distributed to all chairs and Deans 48 hours prior to the

meeting. The General Education Committee shall, in cooperation with the University, establish the procedures and forms for submission of curricular-related proposals.

14.3.7. Changes in procedures shall be distributed to Deans and Chairs within 30 University days after the first meeting of the General Education Committee.

15. LEAVES OF ABSENCE AND PROFESSIONAL DEVELOPMENT

15.1. Leaves of Absence without Pay

A policy permitting leaves of absence without pay may under certain circumstances be beneficial to both the individual and the University. Examples of reasons for such leaves are professional development, political activities, extended military service, and extended child birth leave. These examples are not intended to encompass all the possible reasons for a leave of absence without pay. However, such leave shall not exceed one (1) calendar year.

15.1.1. Application

The faculty member shall make his or her request for leave without pay to his or her immediate supervisor, stating the reason for the leave, the period of absence, and the expected date of return. When possible, this application should be made by January 15th of the academic year proceeding the academic year in which the leave is to occur.

15.1.2. Approval

The immediate supervisor shall make his or her recommendation to approve or deny the request for leave without pay to the Provost. If the Provost overrules the recommendation of the immediate supervisor, he or she shall make his or her reasons known in writing to the immediate supervisor and the faculty member. The leave of absence request may be withdrawn in writing by the applicant, without prejudice, if done before a replacement has been appointed.

15.1.3. Length of Leave

The period of the leave shall not exceed twelve months. The beginning and ending dates of a leave will normally coincide with the beginning and ending dates of academic semesters. Leaves of absence without pay may be extended upon approval by the immediate supervisor, the Provost, President, and the Board of Trustees.

15.1.4. If, in the event of extenuating circumstances beyond his or her control, a faculty member on leave wishes to return to the University before the expiration date of the leave, he or she must submit a written request to his or her immediate supervisor. In such cases, the University shall make reasonable efforts to return the faculty member to the payroll.

15.1.5. Upon expiration of the leave of absence without pay, the faculty member shall be reinstated in his or her former position with at least his or her former rank and at least the salary he/she would have received had the leave not been taken.

15.1.6. Deduction for Leave of Absence without Pay

Deductions for approved days of absence without pay shall be calculated for faculty members on academic year appointments on the uniform basis of one-hundred-seventy (170) working days = one-thousand-three-hundred-sixty (1,360) working hours, eight (8) hours per day.

The number of work days (170) indicated is for the purpose of convenience in payroll accounting only.

The deduction for leave of absence without pay shall be made on a half-day basis, with one-half days' pay deducted when a faculty member misses part of his/her professional obligation, and deduction of a full day's pay when the entire professional obligation is missed.

For leave of absence without pay of more than one day's duration, intervening days shall be counted as full work days if classes are in session, including the final

examinationperiod, even when the faculty member has no professional obligations scheduled for that particular day.

15.2. Leaves of Absence with Pay

15.2.1. Vacations

Full-time faculty members whose annual appointments are for more than an academic year accrue sixteen (16) hours of vacation per month. Unused vacation time shall not be accumulated beyond 36 days or 288 hours. Faculty members on academic-year appointment do not accrue vacation, but have the normal days off associated with the academic calendar.

15.2.2. Sick Leave

15.2.2.1. Absences Chargeable to Sick Leave

Absences chargeable to sick leave are those due to personal illness, injury or other disability of the faculty member, including pregnancy and childbirth; and time needed for appointments with doctors, dentists, or other health-care practitioners.

Absences required by the confining illness or injury to members of the immediate family, who in this instance shall include the following: spouse, documented same sex domestic partner if permitted by law, children, parents, or parents-in-law; absences to be limited to five (5) days per incident.

Absences required by the illness or injury to other members of the immediate or extended family, who in this instance shall include dependents, grandparents, grandchildren, brothers and sisters; absences to be limited to four (4) days per incident.

Daily sick leave will be charged in half-day increments, with a half-day being defined as 8:00 a.m. to 12:30 p.m., 12:00 p.m. to 5:30 p.m., or 5:00 p.m. to 10:00 p.m.; not to exceed one (1) day.

15.2.2.2. Accrual of Sick Leave

Full-time faculty members on annual appointment accrue four (4) hours per pay period. Full-time faculty members on academic year appointment accrue 80 hours during any twelve (12) month period. Regular part-time faculty members shall accrue hours on a prorated basis.

Faculty members accrue sick leave during any paid absence. Faculty members returning from any leave of absence without pay shall have previously unused sick leave accumulation credited to their sick leave account.

Maximum accrual is 1200 hours.

15.2.2.3. Donation of Sick Leave

The Association may request individual faculty members to donate accrued sick leave days to provide a faculty member with additional sick days when he or she has exhausted his or her accumulated sick leave. This donated accrued sick leave can be utilized to bridge towards long-term disability benefits or other approved extended leave. Faculty members who use this donated sick leave are limited to a maximum of 120 work days, combined donated and own, for any one health problem. Sick leave donations may be made only by actively at work faculty members and not in conjunction with retirement or termination.

15.2.3. Funeral Leave

a) If a death occurs among the members of an employee's immediate family or household, the employee shall be granted up to five (5) days leave with pay. The immediate family is defined as spouse, children or stepchildren, brother, sister, parent, step-parent or foster parent, grandparents or grandchildren, of either

employee or spouse, or a person having lived in the employee's household for one calendar year or more before death.

b) If a death occurs among other relatives of an employee, the employee shall be granted up to three (3) days leave with pay chargeable to sick leave, if required.

c) Additional leave may be granted in special cases, subject to approval of the immediate supervisor. Such additional leave is to be charged to personal days, accrued vacation, sick leave [maximum one (1) day], or taken as leave without pay.

d) Permission may be granted to a reasonable number of employees in a unit who want to attend the funeral or serve as pallbearers of a fellow employee or former employee without loss of pay.

15.2.4. Coverage of Sick Leave and Funeral Leave

While it is the responsibility of faculty members to meet all of their professional duties, if it becomes necessary to use sick leave or funeral leave, it is the appropriate immediate supervisor's responsibility, upon notification, to arrange to cover a faculty member's duties and to provide whatever further notification the University may require.

15.2.5. Jury Duty and Witness Service

Faculty members who lose time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate. Jury duty and witness fees, excluding any travel allowance paid by the court, shall be offset against such pay. Faculty members shall furnish the Office of Employee Relations a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day. A faculty member temporarily excused from attendance at court shall report for his or her regular responsibilities at the University during the excused period. Faculty members are not in travel status while on leave for jury duty or witness service. Therefore, they may not use a state car and are not eligible for travel reimbursement from the University. If a faculty member's absence would impair the operations of the Library, or the school, the immediate supervisor may petition the court to excuse the faculty member from jury duty.

15.2.6. Temporary, Emergency and Regular Military Leave

The Association agrees that for the duration of this Agreement, the Association waives without reservation or qualification the right to negotiate any condition of employment regarding temporary, emergency or regular military leaves. Policies adopted by the University shall govern all military leave.

15.2.7. Personal Leave Days

Faculty members with academic year appointments shall be granted up to four (4) personal leave days per academic year, which may be used during either the academic year or the summer session. Approval of the Dean will be based on satisfactory coverage of professional responsibilities. Personal leave days are noncumulative.

Daily personal leave will be charged in half-day increments, with a half-day being defined as 8:00 a.m. to 12:30 p.m., 12:00 p.m. to 5:30 p.m., or 5:00 p.m. to 10:00 p.m.; not to exceed one (1) day.

15.2.8. Sick Time and other Approved Extended Leaves

Sick time or other extended leaves, such as, maternity, illness, injury, or medical treatment that would otherwise qualify for FMLA, may be approved by the Dean and Provost, with a duration up to a maximum of sixteen (16) weeks requiring that a portion of contractual obligations be transferred to another faculty member or an adjunct faculty member to avoid a significant interruption in course delivery or other University function. Such sick time or other approved extended leave will not be prorated, up to twelve (12) contract hours in a given term, and will be included on the faculty member's load report. Sick time or other approved extended leave will be prorated for overload in a given term.

15.3. Professional Development Funds

15.3.1. The University will provide each full-time faculty member a sum of $1,000 per academic year for professional development for each academic year of this Agreement. Professional development funds shall be allocated on a prorated basis for regular part-time faculty members.

15.3.2. The professional development allocation may be used to permit the individual faculty member to recommend certain purchases from his/ her allocation. Purchases shall be related to the faculty member's professional development or teaching objectives. Examples of such purchases, but not limited to, are books, developmental materials, and journal subscriptions, and attendance at workshops and conferences. Any purchases from such allocation shall be available to colleagues and students. Expenditure recommendations by each faculty member will be given to the immediate supervisor for his/her concurrence, and denial shall not be subject to the grievance procedure if the requested purchase is a duplication of material already available in the University library, the department's, or school's holdings.

15.3.3. Materials and items purchased through Professional Development Funds shall be considered as University property and the ownership of the University, and shall be turned over to the immediate supervisor upon departure of the faculty member.

15.3.4. By written agreement, faculty may allocate a portion or all of his/her professional development money to another faculty member as defined in Section 1.18.

15.3.5. A faculty member's professional development fund shall carry over from academic year to academic year, but not to exceed $4,000. Fund balances in excess of $4,000 in an individual's account shall revert to the individual's school or department fund for faculty development.

15.4. Sabbatical Leaves

15.4.1. For each academic year of this Agreement the University shall grant a total of up to three(3) semesters of sabbatical leave at full pay.

15.4.2. A tenured faculty member is eligible for a Sabbatical Leave after five (5) academic years of employment as a faculty member at the University, so long as he/she has not had a Sabbatical Leave within the previous five (5) years.

15.4.3. A Sabbatical Leave Committee, comprised of two Deans, appointed by the Provost, and six faculty members elected by the faculty shall consider the applications for sabbatical leave and make recommendations to the Provost. The six faculty members shall be elected as follows: two from the College of Arts, Letters, Social Sciences and Emergency Services (including Librarians); two from the College of Natural and Mathematical Sciences; and two from the remaining academic units (College of Health Sciences, College of Business and Engineering, and the School of Education). No school may have

more than two representatives on the committee. The Deans of the Colleges will conduct the elections.

15.4.4. Faculty members shall serve staggered two-year terms. Faculty members cannot apply for sabbatical leave while serving as members of this committee.

15.4.5. Application forms for sabbatical leave must be obtained from the Provost's Office. Applications are due to the Provost's Office by November 15th. The Provost will designate one of the appointed Deans to convene the first meeting before December 1st. The following three criteria will be used by the Sabbatical Leave Committee as it formulates recommendations on sabbatical leave proposals:

a) The strength of the relationship between a sabbatical leave proposal involving applied or theoretical research related to professional activities and the advancement of knowledge within disciplinary areas.

b) The strength of the relationship between a sabbatical leave proposal involving an external, professionally-related experience/study in a business, industrial, health care, scientific, or educational setting and the improvement of instruction/professional activities at the University.

c) The strength of the relationship between a sabbatical leave proposal involving travel or advanced study and its yield in improving the quality of instruction at the University.

15.4.6. Sabbatical Committee decisions are due January 15th. The Board of Trustees shall make their decisions during the first Board meeting following the Sabbatical Committee decision.

15.4.7. In the event the Sabbatical Leave Committee determines, for a given year, that applications are not of sufficient merit to award all the semesters of sabbatical leave, as herein provided, the unawarded semesters will be carried over to the next year. If the semesters carried over are not awarded the following year, in September of the third academic year, for each unawarded semester, an amount equal to 0.5 times the average instructor salary for that year shall be allotted to returning faculty for professional development, on an equal or prorated basis depending on appointment; however, in no event shall this allocation cause an individual faculty member's professional development account to exceed the limits established in Section 15.3.

15.4.8. Faculty members accepting a Sabbatical Leave shall be required to agree to return to the University for one full academic year immediately following such leave or repay the University for the compensation received during the Sabbatical Leave. Recipients of Sabbatical Leave shall be required, during the first semester of their return, to submit a written report in electronic form outlining their experiences and achievements in keeping with the purposes for which the leave was granted.

16. FRINGE BENEFITS

16.1. Health, Dental and Vision Insurance

The University agrees to provide the following insurance benefits for each full-time faculty member and his or her spouse, and single dependent children, as defined by the IRS. Health, Dental and Vision Insurance premiums are subject to copays as defined in 16.1.1.1.

16.1.1. Health, Dental and Vision Insurance

Members of the Faculty Association will be covered by the Community Blue PPO (Plan 1), as described below:

The community Blue PPO (Plan 1) with the following co-pay levels $30 Co-pay for Doctor Office Visits; $150 Co-pay for Emergency Room visits; $10 Co-pay for Generic Drug Prescriptions; $20 Co-pay for Brand name Drug Prescriptions. Chiropractic visits will be a total of twelve (12) per year with a $30 Co-pay. The health insurance coverage shall be provided within group operating procedures prescribed by the Michigan Hospital Service and the Michigan Medical Service with respect to eligibility, enrollment, notices of contract change, reporting or subscriber information, and similar matters.

Beginning July 1st, 2013 the calendar year deductible is $250 per single contract and $500 per two-person or family contract for in-network services. Out-of-network services calendar year deductibles are $1,000 per single contract and $2,000 per two-person or family contract. Deductibles apply to any basic services where co-pays are not applied.

16.1.1.1. Premiums Co-Pays

Faculty Members will pay fourteen percent (14%) of the annual premium, as estimated by Blue Cross Blue Shield of Michigan, for Health, Dental and Vision Insurance. This premium shall be collected via payroll deduction over 20 pay periods beginning the first pay date in August of each year. Faculty Members will pay fifty percent (50%) of the annual premium, as estimated by Blue Cross Blue Shield of Michigan, for Health, Dental and Vision Insurance for eligible dependents under the continuation program.

16.1.2. Health Insurance Continuation

Lake Superior State University offers the opportunity for retired staff members and their spouses to continue health, dental and vision insurance benefits as they may be made available by the University. Availability of health insurance benefits to retirees and their spouses is subject to the concurrence of the benefit carriers. An official University retiree is defined as one who has completed ten (10) years of continuous full-time or equivalent part-time service at Lake Superior State University and has met the age and service requirements for retirement as defined under the provisions of the Michigan Public School Employees Retirement System MIP program.

Retirees may participate in the available benefit program only if they are not being provided with a health benefit insurance paid, in whole or in part, by another entity. Application for continued health insurance must be made at the University's Human Resources Office no less than 30 days prior to the effective date of retirement. The retiree is fully responsible for the payment of all premiums in order to maintain coverage. The University will issue guidelines for receipt of payment. Failure to meet those guidelines will mean discontinuance of coverage.

If the retiree precedes a spouse in death, the spouse may continue participation in the health insurance program the University may offer for up to the period of time COBRA law allows (currently 36 months).

The University reserves the right to:

a) change at any time the benefit plan or plans offered to retirees;

b) change benefit plan carriers at its discretion, without consultation with the retirees, singularly or as a group, or with any other group acting on behalf of the retirees;

c) set, change or adjust subscription rates and payment schedules, at its discretion; or

d) withdraw or alter eligibility of retirees as participants in any University benefit plan with 180 days' notice.

16.1.3. Dental Insurance

The following dental plan shall be provided:

The dental plan pays reasonable charges for covered expenses with NO deductible for any Class.

COINSURANCE

CLASS I: Diagnostic services, preventive services, and palliative treatment are covered at one hundred percent (100%) of reasonable charges.

CLASS II: Restorative, endodontic and periodontic services; oral surgery; repairs; adjustments and relining of dentures and bridges; and adjunctive general services are covered at eighty percent (80%) of reasonable charges.

CLASS III: Construction and replacement of dentures and bridges are covered at fifty percent (50%) of reasonable charges.

CLASS IV: Each member is entitled to maximum benefits of orthodontics with a fifty percent (50%) co-pay and a lifetime maximum of $1500.

ANNUAL MAXIMUM: Each member is entitled to maximum benefits of $1,000 every contract year.

16.1.4. Vision Insurance

The Program covers visual testing examinations, lenses and frames once in every 12 consecutive months.

The program pays for the following vision care tests and supplies when obtained from a participating provider, after the member has paid the provider the required "co-payment amount". Co-payments are limited to a total of $12.50 per member in 12 consecutive months.

In vision testing examinations the co-payment is $5.00 for an examination. The Program covers visual testing by an Optometrist or Ophthalmologist - including history, testing visual acuity (sharpness of vision), internal and external examination of the eyes, tonometry (testing for glaucoma) when necessary plus prescriptions for glasses. It also covers an additional examination by an Ophthalmologist with respect to a vision problem when recommended by an Optometrist and the additional examination takes place within 60 days of the original examination by the Optometrist.

Co-payment is $7.50 for lenses and frames.

Regular lenses: The program covers prescribed glasses made of glass or plastic. Certain tinted lenses are covered when they are prescribed for medical reasons.

Contact Lenses: The program covers glass or plastic contact lenses if the patient's vision cannot be corrected to at least 20/70 in the better eye by other lenses or when medically necessary for certain specified medical conditions. If contact lenses are selected but are not necessary for the above reasons, the program will cover up to a maximum of $35.00.

Frames: The Program covers plastic, metal or wire eyeglass frames which are adequate to hold the prescribed lenses. The Program pays up to $14.75, less the co-payment amount.

For covered services and supplies from a non-participating provider, the program will pay 75% of the provider's reasonable charge for vision examinations less the $5.00 co-payment amount and will pay for lenses, frames and dispensing fees on a pre-determined set fee level. The patient pays the provider any other charges.

16.2. Life Insurance

The University shall provide, at no cost to each faculty member, a group term life insurance policy in the face amount of $50,000. In the event of accidental death, the insurance will pay double the specified amount. The life insurance policy will be made available to faculty members, subject to the rules and regulations of the underwriter.

16.3. Part-time Faculty Insurance Benefits

The University subsidy for health, life, dental and vision care insurance benefits shall be provided to part-time faculty members on a prorated basis.

16.4. Long Term Disability

The University shall provide to faculty members a long-term disability insurance program, subject to the rules and regulations of the insurance underwriter. Coverage will start after six months of disability, providing benefits at the rate of seventy percent (70%) of the faculty member's monthly salary at the date of disability, up to a maximum monthly benefit of $4,000, and shall continue until death, age 65, or recovery. This long-term disability program shall provide for maternity benefits and Social Security freeze.

For a period of thirty academic-year-semester-weeks, after faculty members go on long-term disability, such faculty members shall be entitled to be returned to their regular positions. For an additional academic year, faculty members will be returned only if there are vacant positions for which they are qualified to teach.

16.5. Retirement

16.5.1. Each faculty member hired after January 1st, 1996 not belonging to MPSERS, shall participate in the Teachers' Insurance Annuity Association College Retirement Equities Fund (TIAA-CREF).

16.5.2. Contributions by the University for faculty members in the Michigan Public Schools Employees' Retirement System are determined annually by the State of Michigan.

16.5.3. TIAA-CREF contributions are based on each faculty member date of hire.

16.5.3.1. For each faculty member hired before July 1st, 2014 and enrolled in TIAA-CREF, the University's contribution shall be equal to twelve percent (12%) of the faculty member's gross annual earnings (subject to exceptions noted in 16.5.4. and 16.5.5.) at the University as well as any Worker's Compensation benefits received as an off-set against such earnings.

16.5.3.2. For each faculty member hired after July 1st, 2014 and enrolled in TIAA-CREF,the University's contribution shall be equal to ten percent (10%) of the faculty member's gross annual earnings (subject to exceptions noted in 16.5.4. and 16.5.5.) at the University as well as any Worker's Compensation benefits received as an off-set against such earnings.

16.5.4. The University will not make TIAA-CREF contributions for salary or wages earned outside of the normal appointment duration (academic year for nine (9) month appointments, and two (2) months outside of the ten (10) month appointments). Faculty on regular, twelve (12) month appointments shall not be affected.

16.5.5. Faculty members may request in writing that non-teaching supplemental or grant wages be exempt from TIAA-CREF contributions. Such written requests must be submitted to payroll at least one full pay-period prior to the effective date of the non-teaching supplemental or grant pay.

16.5.6. All faculty members are eligible to make additional contributions to their TIAA-CREF accounts.

16.6. Payment of Sick Leave Benefits upon Retirement

16.6.1. Faculty members who have completed ten (10) consecutive years of full-time service or equivalent part-time service at the University at the time of their retirement and entitlement to full or reduced retirement benefits under the MPSERS, including MIP provisions, or TIAA-CREF retirement plans, are entitled to receive payment for accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days. Payment shall be computed at the faculty member's true hourly rate, at the time the event set forth in this section occurs, times the number of hours of unused accrued sick leave time up to a maximum of eight hundred (800) hours or one hundred (100) working days. (The true hourly rate shall be determined by dividing the annual salary by 1,600 hours for faculty members on an academic year appointment, or 2,080 hours for faculty members on an annual appointment). TIAA-CREF participants must meet the same requirements as though they were under the MPSERS Retirement System.

16.6.2. Faculty members newly hired for the academic year of 1987-88 or thereafter, shall not be entitled to any future payment of sick leave benefits at retirement.

16.6.3. At the option of the faculty member, the benefits permitted in Section 16.6.1. may be reduced proportionately to cover the faculty member's portion of the liability of 16.1.2.

16.7. Workers' Compensation

In the event a faculty member is disabled through illness or injury covered by Workers' Compensation, accumulated sick leave shall be used on a pro-rated basis to insure that the faculty member shall be entitled to full pay as long as accumulated sick leave is available. While accumulated sick leave is part of the faculty member's compensation, the University will continue all paid insurance programs, subject to the rules and regulations of the insurance underwriters.

16.8. Continuation or Termination of Insurance Benefits

Insurance benefits shall not extend beyond the effective date of resignation, termination, or the commencement of a Leave of Absence without pay of any faculty member, whichever occurs first, unless otherwise herein provided.

The insurance herein described, shall be continued during any leave, or portion thereof, for which the employee is on the payroll. If the employee is receiving less than full pay for any leave or portion thereof, the coverage will be continued during such period upon a pro-rata basis with employee's payment being made in the same manner as employees on unpaid leave. Faculty members who are on an unpaid leave shall have the option to continue at the group rate at their own expense for a period of eighteen (18) months or until they return to work. Premium payments are payable by making payments of the monthly premium prior to the 20th of each prior month.

Full-time academic year faculty members who are laid off or dismissed at the end of an academic year, or whose resignation is effective at the end of an academic year, or who are going on leave without pay the following academic year shall have all insurance premiums, with the exception of Long Term Disability, paid through August 31st of that year.

Surviving spouses and/or dependent children of faculty members and laid-off or dismissed faculty shall have access to the COBRA provisions of Federal Law.

16.9. Insurance Information

The University shall provide insurance information, including applications and claim materials.

16.10. Tuition Waiver

Tuition costs and enrollment fees shall be waived for all faculty members taking courses carrying University credit at Lake Superior State University.

Dependents of faculty members meeting the IRS definition of dependency, shall be required to pay fifty (50%) of their tuition costs and enrollment fees for undergraduate courses carrying University credit at the University, and provided they have registered for the course. Spouses of faculty members, and children or step-children under the age of twenty-five (25) will be considered eligible regardless of whether they meet the IRS definition of dependency.

Applications for attendance and tuition waiver must be filed with the Human Resource office prior to the end of theadd/drop period for the semester in which a waiver is being requested. The applicable tuition waiver will be applied to the fee statement prior to the application of other financial aid. Calculation of tuition adjustments will not include special course fees, but will include the enrollment fee.

To be eligible for the tuition award, dependents must meet "Satisfactory Academic Progress"(SAP) as defined by federal financial aid guidelines. A dependent who did not make SAP would not be eligible for further tuition award benefits until SAP has been achieved. See current Lake Superior State University catalog for an explanation of SAP.

16.11. Bookstore Discount

Barnes and Noble will allow full-time faculty and staff of Lake Superior State University a 15% discount on all merchandise available at the Bookstore except textbooks, special orders, sale books, class alumni rings, computer software, periodicals, discounted merchandise, computer hardware,

stamps, health and beauty aids, food snacks and beverages. Textbooks purchased for personal use only, will be discounted 15%.

16.12. Admission to University Events

16.12.1. Faculty members shall be admitted without charge to University-sponsored events where the proceeds of such events accrue to the University. The free admission shall not extend to events where the proceeds accrue to a recognized student organization or events relating to fund-raising, social, or recognition activities of the University.

16.12.2. Spouses and dependent children of faculty members shall be admitted to athletic events at one-half the regular ticket price.

16.12.3. A season hockey ticket shall be made available to all faculty members

16.12.4. On game nights, based on availability, faculty members who do not hold season tickets or who have not picked up a reserve ticket, shall for the general admission area, be admitted without charge and spouses and dependent children at one-half the regular ticket price.

16.12.5. Faculty members shall present their University-issued identification card for admission to University events. An identification card is non-transferable and may only be used by the person to whom it was issued.

16.13. Payroll Deduction

The University shall provide the opportunity for payroll deduction at no cost for the same purposes which were allowed prior to the effective date of this Agreement.

17. PROFESSIONAL COMPENSATION

17.1. Definition of Base Salary

A faculty member's base salary shall be defined as "compensation for teaching load obligations" as defined in this Agreement. The base salary shall include all other salary increases applied to the previous year's base salary.

17.2. Base Salary Adjustments for Promotion and Educational Level Advances

17.2.1. Faculty members receiving promotions shall receive the following adjustment to his/her salary:

Instructor to Assistant Professor.....$1,300

Assistant Professor to Associate Professor.....$1,600

Associate Professor to Professor.....$2,000

17.2.2. Each faculty member advancing from one of the educational levels specified below to the next higher level at any time during the life of this Agreement shall receive a salary adjustment of $1,000 to the faculty member's base salary.

The educational levels recorded in documentation are as follows:

a) Bachelor's degree

b) Master's degree

c) Master's degree plus 30 graduate semester hours or equivalent

d) Doctorate degree

All course work applied toward a specific educational level must be verified by an official transcript and be appropriate to the position held.

17.2.3. Base salary adjustments specified by Sections 17.2.1. and17.2.2. shall be applied prior to yearly adjustments of Section 17.3.

17.3. Salary Adjustments

17.3.1. An increase budget not to exceed $750,000 ($250,000 per year) is allocated for the life of this Agreement for salary adjustments (base pay and market/equity/compression), subject to the procedures noted in Section 17.3.3.

17.3.2. Effective dates for annual wage increases and for market/equity/compression adjustments shall be the first full pay period of each academic year.

17.3.3. Representatives from the Faculty Association and the University will meet annually (prior to June 1st) to agree upon allocation of the increase budget for:

a) base salary increases and for

b) market/equity/compression adjustments.

The increase budget must be allocated across both base salaries and market/equity/compression. Base salaries shall be increased before market/equity/compression adjustments are applied. Allocation recommendations are guided by the following:

17.3.3.1. Recommendation for Base Salary Adjustment

Probationary and tenured faculty are eligible for a base pay adjustment if employed prior to January 1st of the year in which the increase is effective. The Faculty Association will recommend an amount from the increase budget (17.3.1). Base

salary increases shall be equitably distributed over the three yearly effective dates. The minimum base salary increase for each faculty member shall be equal to 2% of indexed rate for rank, discipline, and years at rank, adjusted to the cumulative median indexed rate of all LSSU faculty (Appendix G).

17.3.3.2. Recommendation for Market/Equity/Compression Adjustments

Probationary and tenured faculty are eligible for a market/equity/compression pay adjustment if employed prior to January 1st of the year in which the adjustment is effective. The Faculty Association will recommend an amount from the increase budget (17.3.1). Market/equity/compression adjustments shall be equitably distributed over the three yearly effective dates. The amount of the market/equity/compression adjustment may be recommended in the form of a fixed dollar amount or a percentage for each eligible faculty member.

17.3.3.3. The Faculty Association shall recommend a methodology for University approval for determination of market/equity/compression adjustments. The methodology shall be used for the sole purpose of determining the allocation for market/equity/compression salary adjustments (as illustrated in Appendix G), and may be reviewed annually by the Faculty Association and the University.

17.4. Annual Academic Salaries

The true hourly rate for faculty shall be determined by dividing the annual salary by 1,560 hours for faculty members on an academic year appointment, or 2,080 hours for faculty members on an annual appointment.

17.5. Salary for Faculty Members Returning From Leaves

A faculty member returning from an approved leave of absence with or without pay shall receive a salary at least equal to the minimum salary he/she would have been entitled to had he/she remained on the LSSU campus, in the performance of his/her normal duties as a member of the faculty, for the period of the leave. The salary is to be computed from the faculty member's base salary for the last academic year before the leave, applying appropriate equity, and across-the-board increments for the intervening years in sequence, in the same manner as these increments were applied for on-campus faculty members. If the faculty member's absence from campus results in, or coincides with, a promotion in rank or change in his/her educational level factor, the appropriate increments for these changes shall be applied after the other adjustments have been made.

17.6. Compensation for Special Assignments

17.6.1. Faculty members may receive extra compensation and/or release time for responsibilities associated with special assignments permitted under Section 11.6.1. to the extent that such responsibilities are an addition to their regular duties as members of the faculty. The amount of extra compensation and/or release time will be as provided in Section 11.6.3. The extra compensation portion will be at the current supplemental contract hour rate and requires mutual consent of the faculty member and immediate supervisor with the approval of the Provost.

17.6.2. Compensation for specialassignments shall not become part of a faculty member's base salary.

17.6.3. The University will provide the Association by September 30th of each year, a complete list of all faculty members who will have special assignments, under provisions of Section 11.6., during the academic year. The University will notify the Association within ten (10) University days of any additions and/or deletions made to this list during the year.

17.7. Other Compensation

17.7.1. Compensation for Supplemental Assignments

Effective September 1st, 2014 faculty members' compensation shall be $900 per contract hour for their supplemental assignments during the academic year. Effective each September 1, the rate in effect the prior year shall be adjusted by the change in the consumer price index for all urban consumers from January of the previous year to January of the current year, however, not to exceed twenty-five dollars per contract hour.

A faculty member shall be compensated for supplemental assignments during the summer semester at the rate of .0225 times that faculty member's yearly base salary, however, not at a contract hour rate to exceed $1,350, times the contract hours for the assignment.

17.7.2. Travel Expense Compensation

Faculty members performing any professional duties off-campus on behalf of the University shall be provided the use of a University vehicle if such transportation is available. Those providing their own transportation shall be reimbursed at the current rate authorized by the University Travel Policy.

Unless otherwise denoted in the Agreement (11.7.1), if a faculty member is required to be absent from campus overnight or during meals, he or she shall be reimbursed for lodging and meals according to University policy.

17.8. Supplemental Compensation

17.8.1. Contract Hour Supplemental Assignments

17.8.1.1. Any load in excess of 24 contract hours per academic year for full-time faculty members, or in excess of the normal prorated number of contract hours for regular part-time faculty members, shall be compensated at the rate specified in Section 17.7.1. Contract hour supplemental assignments which extend over only a fraction of a semester shall be converted to full-semester equivalent contract hours. Payment for contract hour supplemental assignments may be waived or deferred only at the faculty member's request, which shall be made in writing with a copy of the request going to the Association President.

17.8.1.2. Effective the first pay of the 2014/2015 academic year, faculty members' compensation shall be $900 per contract hour for their supplemental assignments during the academic year. Effective the first pay of the academic year for subsequent years, the rate in effect the prior year shall be adjusted by the change in the consumer price index for all urban consumers from January of the previous year to January of the current year, however, not to exceed twenty-five dollars per contract hour.

17.8.1.3. Faculty members who have been awarded leave under Section 15 will be compensated for supplemental assignments as follows:

c) Full-time faculty members who have been awarded two semesters of approved leave will have all supplemental contract hours compensated for at the rate specified in Section 17.7.1.

d) Full-time faculty members who have been awarded one semester of approved leave will be compensated for any hours in excess of twelve (12).

17.8.1.4. Payment for contract hours in excess of fifteen (15), assigned during the fall semester, shall be made the third pay period of the fall semester, unless waived or deferred by the faulty member. Payment for contract hours in excess of twenty-four (24), for which compensation has not been previously made, shall be made the third pay period of the spring semester. These pay dates will be listed in the "Critical Dates" memo which is jointly issued and approved by the University Provost and the President of the Faculty Association.

17.8.1.5. A contract hour load assumed by a faculty member who is substituting for an absent faculty member shall be reported to the University and the Association President by the appropriate immediate supervisor.

17.8.2. Student Credit Hour Overloads

If at the end of the second week of spring semester a faculty member has taught courses totaling more than 1,160 student credit hours for the academic year (including contract hour overloads generating student credit hours) as part of that faculty member's assigned teaching load, the faculty member shall receive overload compensation of $410. If more than 1,500 student credit hours, the faculty member shall receive overload compensation of $525. Payment for all student credit hour overloads shall be made on the third pay period of the spring semester. Student credit hours are determined on the basis of student enrollment at the end of the second week of each semester.

17.8.3. Base Salary and Supplemental Assignments

Payments for contract hour supplemental assignments and student credit hour overloads shall not become part of a faculty member's base salary.

17.9. Compensation Data

At the beginning of each academic year, the University shall provide each faculty member with the following compensation data for the academic year:

a) Total salary.

b) Any special salary adjustment under Section 17.2.

c) Any other special compensation.

17.10. Start of Academic Year

For payroll purposes only, the number of working days (170) will commence on the Monday prior to the first scheduled day of classes in the fall semester.

17.11. Partial Waiver of Compensation

During the term of this Agreement, the faculty member with the consent of the Association may waive part of the compensation provided in 17.7.1. and17.8.1. to permit the faculty member to teach, voluntarily, such a course which has fewer than ten (10) students at the outset. The faculty member will be compensated in accordance with the following formula:

$$\frac{(supplimental\ compensation\ rate) * (contract\ hours) * (enrollment)}{10} = compensation$$

17.12. Classes with Upper and Lower level students

When a faculty member teaches a graduate course consisting of some students taking the class for undergraduate credit, the faculty member will be compensated as if all students were taking the course for graduate credit. This course will count as a graduate course for teaching loads as defined in Section 11.3.1. of the Agreement.

18. NEGOTIATIONS PROCEDURE

If either party desires to modify or change this Agreement, it shall by March 1st, prior to the termination date of this Agreement or any subsequent termination date, give notice to the other party. Once either party has given its intent to bargain, the other party shall respond within ten (10) days, and will schedule an initial meeting within thirty (30) days, or as mutually agreed.

Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Association to the Recorder and Information Officer, Lake Superior State University Faculty Association, Lake Superior State University, Sault Ste. Marie, Michigan and if to the University, addressed to the Human Resources Office, Lake Superior State University, Sault Ste. Marie, Michigan, or to any such address as the Association or the University may make available to each other.

19. NO STRIKE CLAUSE

The Association and University recognize that strikes and other forms of work stoppages by faculty members are contrary to law, as defined by Act 336 as amended (M.S.A.). The Association and the University subscribe to the principle that differences shall be resolved by peaceful and appropriate means. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike during the life of this Agreement. Refusal on the part of any faculty member to comply with the provisions of this section may be cause for disciplinary action.

20. Agreement Norms and Expectations

20.1. General

Both parties agree to demonstrate ethical and professional behavior in the performance of their employed role, as well as when interacting with the general public.

When engaging in evaluations or voting on contractually defined processes (promotion, tenure, sabbatical, etc.), both parties agree that their members will recuse themselves if the activity involves immediate family members.

When administration and/or faculty engage in meetings where confidential information is discussed (tenure, promotion, search committees, student records, scholastic standards, etc.) both parties agree that members will take the necessary precautions to ensure the confidentiality of the material discussed and presented.

When voting on tenure, promotion, and sabbatical, a majority of those physically present is necessary for a successful motion. Abstentions are "no" votes. A faculty member may recuse themselves from the vote before the meeting begins, provided the Dean has approved the absence after receiving a written notice containing a legitimate reason.

20.2. Assessment

Both parties agree that ongoing assessment is necessary and required for course and program improvement; as well as a required activity denoted by several accrediting agencies. Therefore, administration and faculty agree to work toward non-onerous assessment practices separate from evaluation. The content of the assessment will not be used in faculty evaluations; however the practice of assessment and the validity of the assessment process may be used in evaluating the performance of a faculty member.

20.3. Program Review

Both parties acknowledge that the University's accrediting agency, The Higher Learning Commission of the North Central Association (HLC), requires periodic program review. Therefore the parties agree to collaboratively develop and implement procedures for such processes that meet the HLC requirements and ensure continuous improvement of student learning outcomes.

20.4. Evaluation, Promotion, and Tenure

Both parties agree

a) to open the Agreement at the end of each academic year for the purpose of reviewing the evaluation process described in section 8 and its application in sections 9 and 10,

b) to strive to establish quantitative measures (currently accepted as quartiles), for the purpose of evaluation,

c) to review newly suggested qualitative and quantitative measures submitted by either party, and

d) that updates to the evaluation process will be executed via the MOU process.

Furthermore, both parties agree that

For Tenure:

All faculty hired after ratification of this Agreement will follow the tenure process as outlined within this Agreement.

All probationary faculty hired before ratification of this Agreement will follow the tenure process as outlined within this Agreement with the exception of:

a) Documentation requirementswill adhere to the requirements noted below (see "Documentation").

b) The maximum probationary period before tenure is granted shall be: seven years for a person initially appointed as an Instructor, five years for a person initially appointed as an Assistant Professor, four years for a person initially appointed as an Associate Professor, and three years for a person initially appointed as a Professor; unless the individual makes written notification to his/her immediate supervisor within 90 days of ratification of this Agreement of their commitment to follow Section 9.4. of this Agreement.

For Promotion:

All faculty applying for promotion will follow the process outline within this Agreement, with the exception of documentation requirements (see "Documentation").

Documentation:

All faculty may submit, and all deans may use, a combination of evaluative material for tenure and promotion comprised of contractually defined (Agreement 9-12-2010 through 8-31-2013) documents generated before ratification of this Agreement as well as contractually defined documents generated in accordance with this Agreement. Documents submitted that follow the last Agreement (Agreement 9-12-2010 through 8-31-2013) must have been generated before January 15th, 2015.

21. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect through August 31, 2017. This Agreement may not be terminated unilaterally by either party, and all rights, privileges, and obligations thereto shall remain in effect until expiration.

Date Signed: September 4, 2014

LAKE SUPERIOR STATE UNIVERSITY

_____
Dr. Tom Pleger
President

_____
Ms. Sherry Brooks
Vice President for Finance

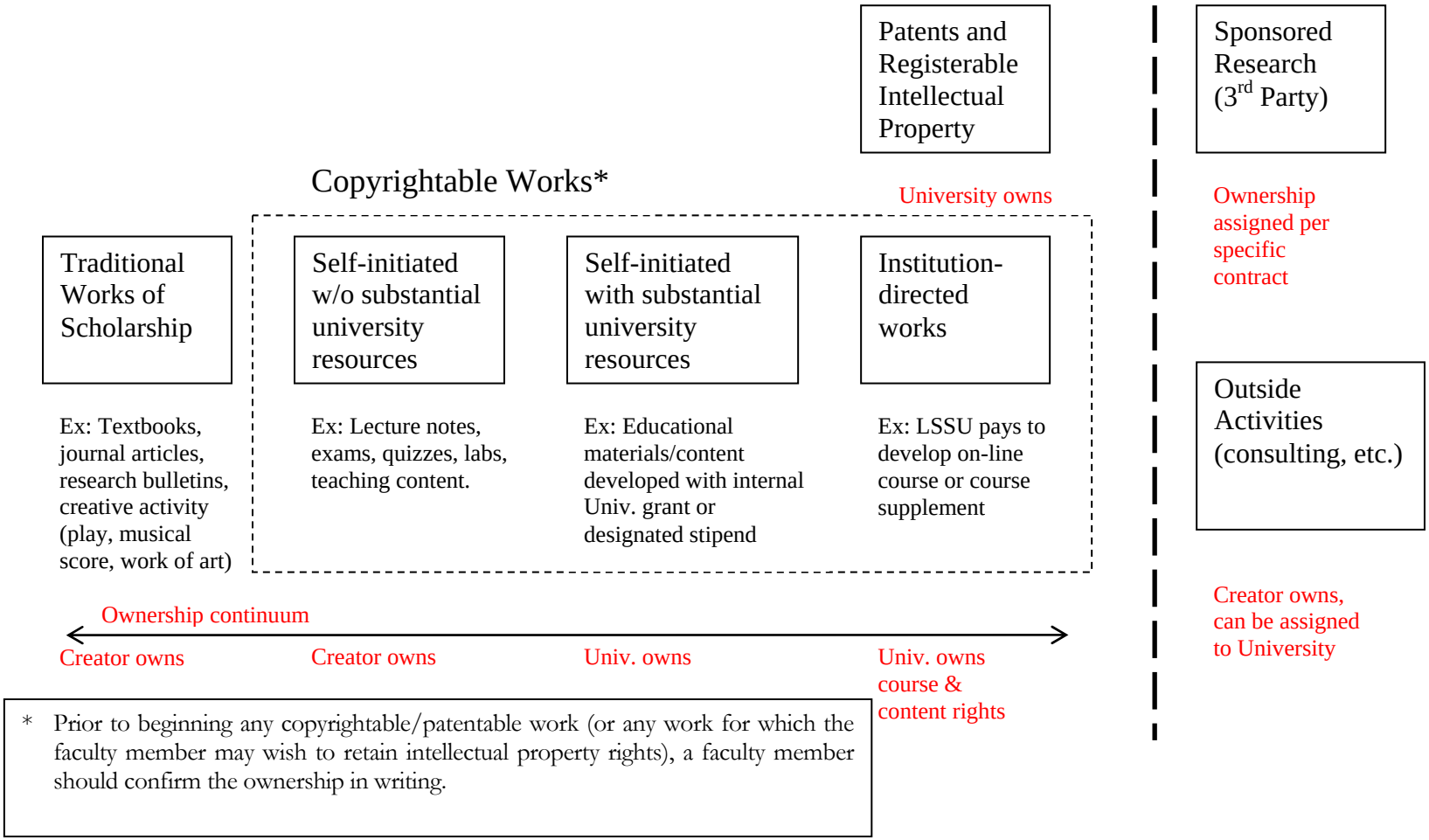
LAKE SUPERIOR STATE UNIVERSITY FACULTY ASSOCIATION M.E.A./N.E.A.

_____
Dr. Jason Garvon
President

_____
Ms. Suzanne Clark
MEA-NEA

Appendix A: Intellectual Property Policy Schematic - Lake Superior State University

This chart provides an overview of ownership rights associated with typical faculty duties and professional development activities. It is not all inclusive. Generally speaking, if significant University resources were utilized in the development of the intellectual property, then the University may have a claim to that property. The University will retain copyright to materials produced as "work made for hire." Notwithstanding that faculty are employees, the University expressly waives its right to copyright instructional materials (such as an instructional text, handouts, lab exercises, a test or answer material for a test) or other "original works of authorship" that arise from professional responsibilities as defined in this Agreement. The University will, however, retain its right to works of faculty authorship under the principle of "work made for hire" if they were created in consideration for additional compensation or reduced workload.



Appendix B: Hiring Procedure

Search Committees will be used for reviewing and submitting hire recommendations to the Provost.

General Guidelines:
Search committee members will make every effort to attend as many committee meetings as possible. If not able to fully participate a committee member should recuse themselves and if appropriate, be replaced. Committee members will keep all applicants' information in strict confidence, and will not share information outside of the committee process. No member will directly contact an applicant or an applicant's reference / employer unless directed to do so by the committee chair. The EEO memo will be updated on an on-going basis as the search moves from step to step. Failure to adhere to the hiring procedures may be addressed through the University's disciplinary process.

Getting Started:

1) Dean appoints Search Committee. The School Chair or Chair's appointee will chair the Search Committee.
2) Committee drafts job posting for Dean's review and approval.
3) Dean submits posting to PeopleAdmin.
4) Provost & Human Resources (HR) review/approve posting. HR distributes to School faculty, and sends a copy to the Faculty Association President.
5) The Search Committee Chair ensures that the Committee receives Human Resources (HR) training for search process/policy. All Committee members will adhere to appropriate HR training.
6) HR ensures that the administrator (Dean, immediate supervisor, etc.) has been properly trained in, and understands, the search process/policy. All administrators will adhere to appropriate HR training.
7) HR training will minimally include; allowable interview questions, Equal Employment Opportunity procedures, and applicable process steps.

Screening Candidates:

1) The search committee will screen applicants for minimum qualifications, based on appropriate job description language. Unqualified applicants will be moved in workflow.
2) The search committee will determine, based on appropriate job description language, which candidates are best qualified for additional consideration.

Conducting Phone Interviews:

1) The search committee reviews applicants. The search committee may conduct phone (or Skype) interviews to validate candidate qualifications, interest in the position and compatibility with salary expectations.
2) Committee conducts reference checks. Results are submitted to the Dean and to HR.
3) Post phone interviews, the Search Committee reviews applicants and offers (ranked or unranked; Dean's choice) a list of three to five candidates to Dean for consideration of campus interviews. Committee Chair updates EEO Memo and submits to PeopleAdmin. Committee Chair updates PeopleAdmin. Unqualified applicants will be moved in workflow.

Conducting Campus Interviews:

1) Dean reviews/approves list of those recommended for a campus interview and submits request for campus interviews to PeopleAdmin for HR review. Resumes and other supporting materials related to the final candidates are distributed to the School for review. Dean updates EEO Memo.
2) Provost reviews EEO Memo and candidate list and then either approves or rejects candidates for campus interviews. Reasons for rejection will be placed in the EEO Memo. Decisions are entered into PeopleAdmin.

3) Committee, with input from the Dean, establishes an interview schedule. The schedule must include a minimum of the following activities: interview with committee; interview with School faculty; teaching presentation; meetings with Provost, President, and HR; and a presentation by the candidate on a topic of the Committee's choice (research, teaching, etc.). Omissions must be approved in writing by the Provost.
4) Committee gathers and summarizes feedback from all constituents and then meets with Dean to present their final written (ranked or unranked; Dean's choice) recommendation(s) for hire. Committee Chair updates EEO Memo. Chair updates workflow of all remaining candidates.

Offering/Hiring/Closing the Search:

1) Dean completes request for hire in PeopleAdmin, ensures EEO Memo and pay authorization are correct, and submits materials to Provost for review/approval. The Dean's recommendation to the Provost is copied to the School faculty.
2) Provost rejects or extends offers; negotiates wages, rank, and other related issues - working in concert with HR and the Dean when necessary. Offer will be conditional, pending a successful background check initiated by HR.
3) Provost submits request to hire to HR via PeopleAdmin or declares a failed search.
4) HR continues to follow the offer (request to hire) to fulfillment or rejection - notifying the Provost, Dean, and search committee of such activity. If search is successful, a copy of the signed appointment letter is sent to the Faculty Association President. HR completes workflow of any remaining candidates.

Appendix C1: Professional Activities Report

All faculty whose primary role is teaching (50% or more of load) will complete a Professional Activities Report for each year in which they are evaluated. There are four major categories; each with sub-categories. The following list of defining activities includes examples and is not meant to be an all-inclusive list. All release time activities will be evaluated separately. Faculty must provide, through qualitative and quantitative data as well as reflective narratives, evidence for each sub-category in which they have indicated a non-zero weight on the Professional Activities Weighting form.

Student Learning Activities:
The faculty and administration agree that the primary responsibility of all faculty is student learning. As such, this category commands the greatest weight in faculty evaluation. This category emphasizes the design of educational material to ensure student learning and the assessment of that learning. Student Learning Activities are not all of equal value. The required documentation within this category should provide sufficient evidence that all aspects of the faculty member's instructional and assessment activities result in significant student learning. Typical Student Learning Activities include, but are not limited to:

- *Instructional Design (Designing and sequencing experiences which, when engaged by a qualified learner, result in a high probability that specified learning outcomes will be achieved by the student)*
    - Developing course materials (e.g., handouts, slide presentations)
    - Developing computer simulations, exercises or lab projects
    - Designing strategies for experiential learning events
- *Instructional Delivery (Promoting and facilitating learning, including motivating students, generating enthusiasm, and communicating effectively using various forms of information transmittal technology)*
    - Delivering lectures, leading lab sessions, or supervising learning activities
    - Operating chat room or bulletin board for online course
    - Facilitating small-group experiential learning events
- *Instructional Assessment (Developing tools, procedures, and strategies for assessing student learning and providing meaningful feedback to students)*
    - Developing assessment such as written examinations, quizzes or assignments
    - Grading student work such as exams, quizzes, or papers
    - Evaluating student work such as essays, music recitals, theater presentations, or dance productions
    - Providing timely feedback to students
    - Timely reporting of grades
- *Course Assessment (Measuring student learning and adapting future teaching to improve student success)*
    - Clearly stating measurable student learning outcomes to students
    - Mapping learning activities to specific student learning outcomes
    - Identifying student learning outcomes in which students are struggling
    - Providing strategies to address student learning outcomes in which students are struggling
    - Reporting of course assessment data to the school and institutional levels

Advising & Student Support Activities:
Advising and Student Support Activities are not all of equal value. The required documentation within this category should provide qualitative and quantitative data as well as reflective narratives from interactions with students. Typical Advising and Student Support Activities include, but are not limited to:

- *Academic Advising*
    - Advising students with their academic endeavors
- *Student Mentoring*

- Mentoring students engaged in research, writing journal articles, or writing a thesis
- Supervising, advising and placing internships, practicum and senior projects

➢ *Student Support*
- Advising a student club/organization/team
- Writing recommendation letters / helping with graduate school applications
- Helping graduating students with resumes/finding jobs
- Responding to students phone calls, emails, text messages
- Helping students with study skills and time management

Scholarly & Creative Activities:
Scholarly & Creative Activities are not all of equal value. Required as documentation is a narrative addressing the extent to which an activity contributes to the faculty member's discipline(s); his or her performance of professional responsibilities; or the Department's, School's, College's, or University's Mission or Strategic Plans. Typical Scholarly & Creative Activities include, but are not limited to:

➢ *Proficiency & Maintaining Currency (Maintaining currency within one's chosen discipline or base profession)*
- Presenting at workshops or conferences in your discipline or education
- Acquiring certifications or credentials in your discipline
- Pursuing advanced coursework in your field
- Engaging in activities to stay current in your field or improve your teaching

➢ *Discovery & Creation (1. Conducting research appropriate to faculty member's discipline, or 2. Engaging in creative endeavors.)*
- Conducting research in your field
- Writing grants
- Writing a play, opera or novel
- Consulting
- Developing new systems, processes, technology, or software, etc. for commercial use

➢ *Dissemination (Transmitting and sharing information about one's field of academic expertise or base profession)*
- Writing books, monographs, journals, magazine articles, etc.
- Staging or directing musical/theatrical/dance productions
- Presenting work at conferences or to the community

➢ *Translation (Translating research findings into new products, services, or artistic expressions of benefit to either the professional or the larger general society)*
- Conducting applied research to produce a practical, useable product, procedure or service
- Inventing and patenting a new product based on previous research
- Developing a clinic protocol for treatment of a specific disease based on the use of newly developed drugs or medical technology

Service Activities:
Service to the University, the profession, and the community are an important component of a faculty member's responsibility. Not all Service Activities are of equal value. Required as documentation is a narrative addressing the extent to which an activity contributes to the Department's, School's, College's, or University's Mission or Strategic Plans. Typical Service Activities include, but are not limited to:

➢ *The Institution*
- Attending meetings or serving on committees (department, University)
- Assessing programs or developing curriculum
- Performing lab maintenance / IT functions / web site

    - Creating newsletters/PR materials
    - Recruiting students or working orientation sessions
    - Fundraising (departmental, scholarships, etc.)
- *The Profession*
    - Holding office in professional organization
    - Reviewing journal or conference articles
    - Participating in professional associations
    - Coordinating conferences or meetings of an organization
- *The General Community*
    - Applying academic expertise in the local, state, or national community without pay or profit

Professional Activities Report (PAR)

May 1, 20xx - April 30, 20xx

Name:

Rank:

School:

Date Submitted:

Student Learning Activities:

a) Instructional Design:
   Provide evidence such as syllabi, handouts, lab exercises, homework assignments, etc.
   Provide appropriate data from the "Student Ratings form for Teaching".
b) Instructional Delivery:
   Provide narrative/reflection of teaching style, classroom visit feedback, etc.
   Provide appropriate data from the "Student Ratings form for Teaching".
c) Instructional Assessment:
   Provide evidence of evaluated student work.
d) Course Assessment:
   Provide course assessment documents (Student Learning Outcomes and data to support the achievement of those outcomes as well as changes that have occurred due to assessment activities).

Advising & Student Support Activities:

a) Academic Advising:
   Provide summary of "Student Ratings form for Advising", advising data, narrative/reflection, etc.
b) Student Mentoring:
   Provide narrative/reflection, notes from meetings, etc.
c) Student Support:
   Provide narrative/reflection, notes from meetings, etc.

Scholarly & Creative Activities:

a) Proficiency:
   Provide evidence of workshops, conferences, certifications, coursework, etc.
b) Discovery/Creation:
   Provide evidence of research performed, writing of grants, plays, operas, novels, etc.
c) Dissemination:
   Provide evidence of book chapters, journal articles, productions, presentations, etc.
d) Translation:
   Provide evidence of new products, services, artistic expressions, etc.

Service Activities:

a) To the Institution:
   Provide evidence of committee work, curricular contributions, departmental service, etc.
b) To the Profession:
   Provide evidence of service to professional organizations, memberships, credentials, etc.
c) To the General Community:
   Provide evidence of applying academic expertise to the community.

Appendix C2: Yearly Activities Report

Faculty not scheduled for a summative evaluation shall submit a Yearly Activities Report (YAR) once per calendar year. The report is due two months after the last semester of the faculty member's currently assigned Teaching Evaluation Period. The YAR is comprised of four areas: Student Learning Activities; Advising & Student Support Activities; Scholarly & Creative Activities; and Service Activities.

Yearly Activities Report

May 1, 20xx - April 30, 20xx

Name:

Rank:

School:

Date Submitted:

Student Learning Activities:

- List the courses taught during your Yearly Reporting Period. Ensure that all syllabi contain measurable student learning outcomes and that all syllabi have been submitted to the Dean.
- **Course Assessment:** Attach copies of all course assessments of student learning outcomes.

Advising & Student Support Activities:

- **Academic Advising:** List the number of advisees for the Yearly Reporting Period.
- List the student mentoring and support activities that occurred during the Yearly Reporting Period.

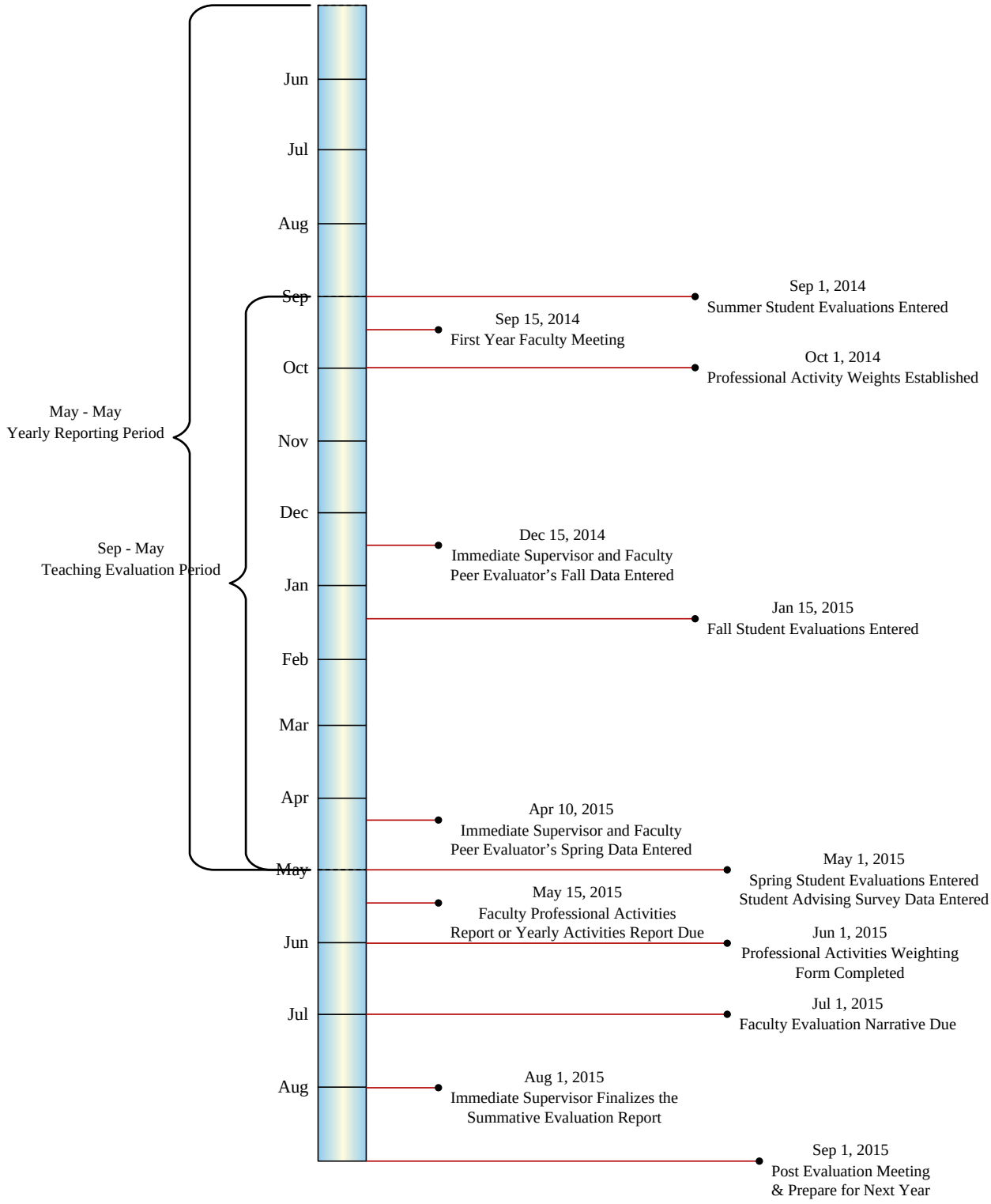
Scholarly & Creative Activities:

- **Proficiency:** List the workshops, conferences, certificates, coursework completed, and other professional development activities.
- **Discovery & Creation:** List the research, grants written, consulting, and creative works completed.
- **Dissemination:** List the books, journal articles, publications, presentations, etc. completed.
- **Translation:** List the applied research activities, inventions, new processes and procedures developed.
- **Honors and Awards.**

Service Activities:

- **The Institution:** List the services provided to LSSU.
- **The Profession:** List the services provided to your profession.
- **The Community:** List the services provided to the community.

Appendix C3: Overview of Evaluation Activities and Timing



Appendix C4: Professional Activities Weighting Form

The faculty member is responsible for ensuring the Professional Activities Weighting form is accurate and complete before submission to the immediate supervisor. Ratings (1.00-5.00) are to be entered for all non-zero categories with 5.00 as the highest score and 1.00 as the lowest score. Enter all values, rounded to the nearest hundredth.

LSSU Faculty Evaluation - Annual Ratings				Name:	Dr. Sample							
					Year:	2014-2015						
	CATEGORY WEIGHTS	School sets weights annually			*Must add up to 100%				Minimums for Promotion			Maintain
Range		Candidate set with dean approval							Assistant	Associate	Professor	
50-75%:	50%	SUB-CATEGORY WEIGHTS	STUDENT LEARNING ACTIVITIES	Students	Peers	Supervisor	Total					
	≥ 20%	25%	Instructional Design				0.00		3.75	3.75	3.75	3.75
	≥ 30%	40%	Instructional Delivery				0.00		3.75	3.75	3.75	3.75
	≥ 05%	10%	Instructional Assessment				0.00		3.75	3.75	3.75	3.75
	≥ 20%	25%	Course Assessment				0.00		3.75	3.75	3.75	3.75
		100%				Activity Rating:	0.00		3.75	4.00	4.40	3.75
Range												
10-20%:	20%	SUB-CATEGORY WEIGHTS	ADVISING / STUDENT SUPPORT ACTIVITIES	Students	Peers	Supervisor	Total					
	0-100:	0%	Academic Advising				0.00		NA	NA	NA	NA
	0-100:	0%	Student Mentoring				0.00		NA	NA	NA	NA
	0-100:	100%	Student Support				0.00		NA	NA	NA	NA
		100%				Activity Rating:	0.00		3.75	4.00	4.40	3.75
Range												
5-20%:	10%	SUB-CATEGORY WEIGHTS	SCHOLARLY & CREATIVE ACTIVITIES ACTIVITIES	Students	Peers	Supervisor	Total					
	10-100:	100%	Proficiency				0.00		3.75	4.00	4.40	3.75
	0-90:	0%	Discovery / Creation				0.00		NA	NA	NA	NA
	0-90:	0%	Dissemination				0.00		NA	NA	NA	NA
	0-90:	0%	Translation				0.00		NA	NA	NA	NA
		100%				Activity Rating:	0.00		3.75	4.00	4.40	3.75
Range												
10-20%:	20%	SUB-CATEGORY WEIGHTS	SERVICE ACTIVITIES	Students	Peers	Supervisor	Total					
	25-100:	25%	To the Institution				0.00		3.75	4.00	4.40	3.75
	0-75:	75%	To the Profession				0.00		NA	NA	NA	NA
	0-75:	0%	To the General Community				0.00		NA	NA	NA	NA
		100%				Activity Rating:	0.00		3.75	4.00	4.40	3.75
	100%											
					Overall Rating:		0.00		3.75	4.00	4.40	3.75

Appendix C5: Evaluation Narrative

Faculty being evaluated will submit an Evaluation Narrative by July 1st. The narrative format follows and will include the following.

- Four self-assessing narratives, corresponding to the four major categories of the Professional Activities Weighting form, not to exceed 500 words.
- A listing of all sub-categories with scores below the minimum level. In each case, the faculty member will suggest action(s) to help improve his or her performance in that sub-category.
    - The Professional Activities Weighting form contains four major categories and 14 sub-categories. For all categories and each non-zero weighted sub-category compare your score with the "maintenance" score (3.75) and, when appropriate, to the promotion rank minimums.
    - All scores below 3.75 require a plan for improvement.
- List of goals for the next 3-5 years.
- Attachments of all relevant documents for the immediate supervisor's review.

The "maintenance" value has been initially established (3.75) and will be adjusted per section 20.4. of the Agreement.

Evaluation Narrative

May 1, 20xx - April 30, 20xx

Name:

Rank:

School:

Date Submitted:

Self Assessment of Performance in Student Learning Activities:

Self Assessment of Performance in Advising & Student Support:

Self Assessment of Performance in Scholarly & Creative Activities:

Self Assessment of Performance in Service:

List of goals for the next 3-5 years. Goals should align with institutional mission, assigned major professional activity weights, and any areas needing improvement.

Listing of all sub-categories below minimum scores with proposed actions plans for improvement:

Attachments:
Professional Activities Report and all supporting documents
Faculty Peer Reviewer Reports and Comments
Classroom Evaluations Forms
Summary of Student Advising Comments
Summary of Student Comments by Course
Completed Professional Activities Weighting Form
Yearly Activities Report(s) for all years since the last evaluation

Appendix C6: Background Weights for Professional Activity Weight Form

The following weights will be used for the Professional Activity Weight form to determine the weight of inputs related to students, Faculty Peer Reviewers, and immediate supervisor (Dean).

STUDENT LEARNING COMPONENT	Students	Peers	Dean
Instructional Design	0	50	50
Instructional Delivery	60	20	20
Instructional Assessment	10	40	50
Course Assessment	0	50	50

ADVISING / STUDENT SUPPORT COMPONENT	Students	Peers	Dean
Academic Advising	60	20	20
Student Mentoring	0	50	50
Student Support	0	50	50

SCHOLARLY & CREATIVE ACTIVITIES COMPONENT	Students	Peers	Dean
Proficiency	0	50	50
Discovery / Creation	0	50	50
Dissemination	0	50	50
Translation	0	50	50

SERVICE COMPONENT	Students	Peers	Dean
To the Institution	0	50	50
To the Profession	0	50	50
To the General Community	0	50	50

Appendix C7: Student Ratings form for Teaching

Use the following 5-point **rating scale**: Strongly Agree, Agree, Neutral, Disagree, Strongly Disagree
If a statement does not apply, simply leave it blank.

Instructional Design

1. Regular class attendance was necessary for understanding course material.
2. The course was well organized, and objectives were realistic and appropriate.
3. The lectures and activities were effective in helping me learn.
4. There was ample opportunity to ask questions during class.

Instructional Delivery

1. The instructor was enthusiastic about the course material.
2. The instructor clarified complex concepts.
3. I was encouraged to express my own opinions.
4. The instructor used student questions to discover points of confusion.

Instructional Assessment

1. The instructor offered specific suggestions for improving my weaknesses.
2. The exams concentrated on important aspects of the course.
3. The instructor adequately explained the grading system.
4. The instructor was readily available for consultation with students.

Miscellaneous

1. This course has increased my capacity for analytic and critical thinking.
2. I learned a lot from this course
3. I participated actively in class discussion.

Comments section will be included on the reverse side of this form.

Appendix C8: Student Ratings form for Advising

Use the following 5-point **rating scale**: Strongly Agree, Agree, Neutral, Disagree, Strongly Disagree

If a statement does not apply, simply leave it blank.

1. My advisor helped me understand my academic progress.
2. My advisor was approachable and helpful.
3. My advisor clearly explained University policies such as degree audits and due dates.
4. My advisor helped me plan my degree requirements, considering prerequisites and courses that do not meet every semester/year.
5. My advisor helped me understand why required courses are important for my professional development and future plans.
6. My advisor reviewed my current academic status.
7. My advisor was a good listener and allowed sufficient time to discuss my academic concerns.
8. My advisor was realistic and honest with me.
9. My advisor helped me make important educational decisions such as elective courses and choosing a minor or major.
10. My advisor helped me improve my study skills.
11. Overall, I am pleased with the advising I received.
12. I prepared for my appointment/meeting.
13. I met with my advisor in a timely manner before scheduling deadlines.

Miscellaneous

Appendix C9: Instructional Evaluation Form

After consultation with the faculty member, the immediate supervisor (or Faculty Peer Evaluator) shall give notice of intent two (2) University days prior to conducting an instructional evaluation.

The immediate supervisor and Faculty Peer Reviewers may visit faculty members' classrooms, laboratories, clinical and other instructional settings for the purpose of instructional evaluation. No more than two (2) classroom, lab, clinical, or instructional setting visits, for the purpose of instructional evaluation, per semester are allowed for any single immediate supervisor or peer reviewer.

Instructional evaluation visits shall be scheduled between the third and twelfth week of the semester. When an immediate supervisor or Peer Reviewer visits a faculty member's instructional setting for evaluation, they must confine the evaluation to the components of Instructional Evaluation form. The results of the visit shall be given in writing to the faculty member within five (5) University days of the visit and discussed within another ten (10) University days.

LAKE SUPERIOR STATE UNIVERSITY

Instructional Setting Evaluation Form

Instructor:	Course:
Class Day / Time:	Date of Observation:
Observer:	Observation Time:
Number of Students Registered:	Number of Students Attending:

Course Format: ☐ 15 weeks ☐ Blended ☐ Condensed ☐ External

Class Setting: ☐ Traditional Classroom ☐ Seminar (1 large table) ☐ Small Groups ☐ Online ☐ Computer Lab ☐ Other Lab ☐ Clinical ☐ Virtual

Definition of Rating Terms	Exceptional	Proficient	Needs Improvement	Not Observed
	Exceeds expectations	Performance is what is expected of a qualified and experienced instructor	Improvement needed to meet expectations of proficient performance	Did not see in this classroom so can't rate

Organization / Structure	Exceptional	Proficient	Needs Improvement	Not Observed
Relates this class session to previous classes	☐	☐	☐	☐
Provides overview of the day's course content	☐	☐	☐	☐
Demonstrates adequate preparation	☐	☐	☐	☐
Provides appropriate pacing of content	☐	☐	☐	☐
Directs student preparation for next class	☐	☐	☐	☐
Summarizes course content covered	☐	☐	☐	☐
Comments				

Instructional Delivery / Presentation Style	Exceptional	Proficient	Needs Improvement	Not Observed
Appropriate language use	☐	☐	☐	☐
Clear articulation	☐	☐	☐	☐
Effective use of voice: projection, modulation, etc.	☐	☐	☐	☐
Effective eye contact	☐	☐	☐	☐
Effective body language	☐	☐	☐	☐
Effective movement	☐	☐	☐	☐
Rapport with students	☐	☐	☐	☐
Comments:				

Professionalism	Exceptional	Proficient	Needs Improvement	Not Observed
Begins class on time/greets students	☐	☐	☐	☐
Is respectful and courteous to students	☐	☐	☐	☐
Displays professional attitude and demeanor	☐	☐	☐	☐
Encourages participation; gives appropriate responses	☐	☐	☐	☐
Displays enthusiasm (for subject and student learning)	☐	☐	☐	☐
Demonstrates professionalism in dress	☐	☐	☐	☐
Comments:				

Definition of Rating Terms	Exceptional	Proficient	Needs Improvement	Not Observed
	Exceeds expectations	Performance is what is expected of a qualified and experienced instructor	Improvement needed to meet expectations of proficient performance	Did not see in this classroom so can't rate

Instructional Methodologies*

Instructional Methodologies Used: ☐ **Lecture** ☐ **Discussion** ☐ **Student Presentations** ☐ **Other:** _____

	Exceptional	Proficient	Needs Improvement	Not Observed
Appropriateness: Are the methods used appropriate to the content and level of learning?	☐	☐	☐	☐
Effectiveness: Are the students engaged? Is there evidence of learning?	☐	☐	☐	☐

Comments:

Instructional Methodologies*

Instructional Methodologies Used: ☐ **Lecture** ☐ **Discussion** ☐ **Student Presentations** ☐ **Other:** _____

	Exceptional	Proficient	Needs Improvement	Not Observed
Appropriateness: Were the technologies used appropriate to the content and level of learning?	☐	☐	☐	☐
Effectiveness: Did the technologies used enhance student learning? Were the technologies used properly?	☐	☐	☐	☐

Comments:

* Check all methodologies and technologies used in the observed session.

Other Classroom Observations:

Summary of Classroom Observation:

Signature of Observer: _____ _____
Date

Signature of Faculty Member
After Discussion of Feedback: _____ _____
Date

(Signing this form signifies receipt of it and discussion, but not necessarily agreement.)

Appendix C10: Summative Evaluation Report

A comprehensive evaluation of a faculty member's performance as defined in Section 8 of the *Agreement*, and the criteria defined in Appendices C1-C10.

Faculty Member	
Yearly Reporting Period (May 1st to April 30th)	
Immediate Supervisor	

Student Learning Activities	
☐ Satisfactory ☐Developing Proficiency ☐ Unsatisfactory	
Evidence Reviewed:	
Evaluative Summary of Evidence:	Feedback/Rationale/Recommendations:

Advising and Student Support Activities	
☐ Satisfactory ☐Developing Proficiency ☐ Unsatisfactory	
Evidence Reviewed:	
Evaluative Summary of Evidence:	Feedback/Recommendations:

Scholarly and Creative Activities	
☐ Satisfactory ☐Developing Proficiency ☐ Unsatisfactory	
Evidence Reviewed:	
Evaluative Summary of Evidence:	Feedback/Recommendations:

Service Activities	
☐ Satisfactory ☐Developing Proficiency ☐ Unsatisfactory	
Evidence Reviewed:	
Evaluative Summary of Evidence:	Feedback/Recommendations:

Classroom Evaluation Forms	
☐ Satisfactory ☐Developing Proficiency ☐ Unsatisfactory	
Evidence Reviewed:	
Evaluative Summary of Evidence:	Feedback/Recommendations:

Faculty Narratives	
☐ Satisfactory ☐ Unsatisfactory	
Evidence Reviewed:	
Evaluative Summary of Evidence:	Feedback/Recommendations:

Release Time Performance Reviews
☐ Satisfactory ☐Developing Proficiency ☐ Unsatisfactory

Evidence Reviewed:	
Evaluative Summary of Evidence:	Feedback/Recommendations:

Student and Other Complaints		
☐ Satisfactory	☐ Working to Resolve	☐ Unsatisfactory
Evidence Reviewed:		
Evaluative Summary of Evidence:	Feedback/Recommendations:	

Collegiality		
☐ Satisfactory	☐Developing	☐ Unsatisfactory
Evidence Reviewed:		
Evaluative Summary of Evidence:	Feedback/Recommendations:	

Disciplinary Actions		
☐ Satisfactory	☐ Working to Resolve	☐ Unsatisfactory
Evidence Reviewed:		
Evaluative Summary of Evidence:	Feedback/Recommendations:	

Other:		
☐ Satisfactory	☐Developing Proficiency	☐ Unsatisfactory
Evidence Reviewed:		
Evaluative Summary of Evidence:	Feedback/Recommendations:	

Overall Evaluation	
Final Evaluation	☐ Satisfactory ☐ Unsatisfactory
Recommendations, Goals & Action Plans	

Immediate Supervisor Signature	
Date of Evaluation Meeting (prior to Sept. 1st)	
Faculty Member's Signature (acknowledging receipt of the SER)	
Faculty Member comments, replies or rebuttal	❒Attached ❒None

Appendix D: Tenure Appeal Form

Faculty Member Information	Today's Date:
Name:	
Rank:	
College:	
Level at which tenure was denied:	Date of Denial:

Attachment the following documents and forward to the Provost's Office:

- ❑ Documents giving the reasons for your tenure denial.
- ❑ Your arguments, with evidence, why the denial should be overturned.
- ❑ Your tenure application file.

Date Received by Provost: _____

Tenure Review Board (TRB) Members (two faculty and two deans)

	College:	Date of Appointment:
	College:	Date of Appointment:
	College:	Date of Appointment:
	College:	Date of Appointment:

Date of TRB meeting: _____

TRB Recommendation/Decision:

- ❑ Recommend continuation of the tenure application
- ❑ Denial

The TRB will forward their "positive" recommendation to the level just beyond the level at which tenure was denied. Otherwise, the TRB will notify the candidate that their appeal was denied.

Appendix E: Teaching Qualifications Form

LAKE SUPERIOR STATE UNIVERSITY

TEACHING QUALIFICATIONS FORM

(download&complete theform electronically)

Faculty Member:			
School (Primary)		Date	

The *Agreement* between Lake Superior State University and the Faculty Association provides for establishment of a list of LSSU courses which a faculty member is qualified to teach. Complete the form electronically (not handwritten), attach your complete current curriculum vitae, and submit all documentation to your immediate supervisor for review. Upon approval, the form will be distributed as follows: Signed original – Human Resources Office (Personnel File); signed copies – Provost, Dean, Faculty Member.

LSSU COURSES THE FACULTY MEMBER IS QUALIFIED TO TEACH (PRIMARY APPOINTMENT):

School of Faculty Member's Primary Appointment:				
Course Code/ Number	Complete Course Title	Semester course last taught (e.g. 13F, 14S, etc.)	Graduate coursework in this area (yes/no)	Other qualifications for this course
Faculty's Signature			Date	
Dean's Signature			Date	
Provost's Signature			Date	

ADDITIONAL COURSES:
Use additional pages as necessary - separate entries by College

School:				
Course Number	Complete Course Title	Semester Course last taught (e.g. 13F, 14S, etc.)	Graduate Coursework in this area (yes/no)	Other Qualifications for this course
Faculty's Signature			Date	
Dean's Signature			Date	

School:				
Course Number	Complete Course Title	Semester Course last taught (e.g. 13F, 14S, etc.)	Graduate Coursework in this area (yes/no)	Other Qualifications for this course
Faculty's Signature			Date	
Dean's Signature			Date	

Provost's Signature		Date	

Appendix F:Grievance Submission Form

Grievance #: _____

Name of Grievant: _____

Date Cause of Grievance Occurred: _____ Discovery Date of Grievance: _____

Date of Grievance Filing: _____

FIRST STEP: Presentation

Preparation for Presentation of Grievance to Immediate Supervisor

A. Provide a statement of the grievance, section numbers of the Agreement that were allegedly violated, and the remedy sought.

   1. Statement of grievance:
   _____
   _____
   _____
   _____

   2. Section(s) of express term(s) of the Agreement allegedly violated:
   _____ _____ _____
   _____ _____ _____
   _____ _____ _____

   3. Remedy sought:
   _____
   _____
   _____
   _____

B. The grievant will notify his/her immediate supervisor, in writing, that he/she wishes to present a grievance.

C. Date received by immediate supervisor: _____

D. Within two (2) days of receipt of the grievance, the immediate supervisor will set a time and date for the oral presentation of the grievance.

E. Date presented and discussed with immediate supervisor: _____

F. Disposition by immediate supervisor:

_____

_____

_____

_____

_____ _____

Signature of immediate supervisor Date

G. Immediate supervisor will forward original grievance paperwork to the grievant or Faculty Association, with copy to Provost, within two (2) days of the oral presentation of the grievance.

H. Date received by grievant and/or Faculty Association: _____

I. Position of grievant and/or Faculty Association:

_____

_____

_____

_____

_____ _____

Signature of grievant and/or Faculty Association Date

SECOND STEP: Provost Review

Preparation for Presentation of Grievance to Provost

A. Provide a summary of why the remedy (if any) provided by the immediate supervisor was not accepted. Attach all evidence supporting the alleged violation of the Agreement to the grievance. Send all paperwork to the Provost. Once received by the Provost, a meeting for the hearing of the grievance will be scheduled within five (5) days of receipt. The hearing will be scheduled within twenty (20) days of receipt.

B. Date received by Provost: _____

C. Date of hearing by Provost: _____

D. Disposition of Provost:

_____

_____

_____

_____

_____ _____

Signature of Provost Date

E. Within ten (10) days of the hearing, the Provost will forward his/her decision to the grievant and the Faculty Association.

F. Date received by grievant and/or Faculty Association: _____

G. Position of grievant and/or Faculty Association:

_____

_____

_____

_____

_____ _____

Signature of grievant and/or Faculty Association Date

THIRD STEP: Review Conference

A. Date received by Human Resources Office: _____

B. The Human Resources Office will schedule a Review Conference meeting for restatement of the Faculty Association's and the University's positions on the grievance within ten (10) days of receipt of the grievance.

C. If an arbitrable grievance cannot be settled within seven (7) days of the Review Conference, the grievance may be sent referred to arbitration.

D. Position of grievant and/or Faculty Association:

_____

_____

_____

_____

_____ _____

Signature of grievant and/or Faculty Association — Date

E. Position of University:

_____

_____

_____

_____

_____ _____

Signature of AVP Human Resources — Date

FOURTH STEP: Internal Grievance Review Board

A. Date submitted to IGRB: _____

B. Decision of IGRB:

_____

_____

_____

_____

_____ _____

Signature of IGRB Chair Date

FIFTH STEP

A. Date submitted to arbitration: _____

E. Decision of Arbitrator:

_____

_____

_____

_____

_____ _____

Signature of Arbitrator Date

Appendix G: Methodology for Faculty Association Market/Equity/Compression Recommendations

This appendix outlines a possible method for the Faculty Association to use to determine a recommendation for Salary Increase and Market/Equity/Compression adjustment allocations. This proposed model has been approved by the University and is intended to be used for the duration of this Agreement.

In accordance with 17.3, the Faculty Association will make recommendations for allocation of an annual wage increase budget to the University, for both wage increases and wage adjustments for market/equity/compression.

The following illustrates how available market/equity/compression dollars may be allocated. Any utilized methodology is subject to annual review by the Faculty Association and the University. The methodology and associated steps noted below serve as a guide for recommendations made by the Faculty Association. The Faculty Association will make recommendations to the University regarding market/equity/compression adjustments. The methodology is not intended to be prescriptive and does not substitute for, or limit, the application of appropriate discretion by the Faculty Association in making its recommendations to the University. It does not guide or limit the University's ability to consider similar or alternate recommendations.

Market/equity/compression adjustments are designed to raise the base rate of faculty members whose base rates are low compared to applicable salary market data. The methodology scenario described below may be used to identify which faculty employees are eligible for market/equity/compression adjustments, and to what extent those adjustments will be made. There is a fixed amount of money budgeted for these adjustments, and the methodology provides non-prescriptive guidance regarding the formation of recommendations by the Faculty Association for the allocation of this budget.

Overview of the Market/Equity/Compression Methodology

The following steps are taken to determine which faculty are eligible for adjustments and what that adjustment will be.

1. Gather current salary information for faculty
2. Gather market data
3. Determine appropriate market means (averages)*
4. Apply annual increases
5. Index individual faculty salaries to market data
6. Determine market targets
7. Group faculty based on incumbent salary index compared to market targets
8. Allocate available dollars

*all means are based upon the market data (CUPA or other, as mutually agreed upon) for all public university data for 4 digit rank and discipline indexed to the cumulative mean of the Carnegie class salary data for those populated 4 digit classifications.

Determination of Indexed Base Salary of Individuals

Prior to the process beginning the Faculty Association will meet with the University to review current salaries, ranks, and years at rank and appropriate classification of faculty. After this process the Faculty Association will be provided market data (CUPA or other, as mutually agreed upon) and apply the following in their recommendation to the University regarding annual increases to salary. The Faculty Association representatives and University will meet to finalize and review recommendations.

Example: There are several fields where data exists in the "All Public Fields" but not in the Carnegie class data (due to low sample sizes). Where there is data in both, the Carnegie % of the All Public Market Data Set, a mean will be calculated. If we look for Carnegie class data in several fields (Engineering for one)

there is none because few schools our size have such a program. So we go down the list and where there is a program that has data in both Carnegie and "All Public Fields", we use that data to generate the mean % to calculate the indexed mean.

i.e.: $100,000 (4 digit All Public mean) x 85% (mean Carnegie % for populated fields) = $85,000 indexed mean

Formulas to be used in items "a" through "d" below include use of the following:

X: the indexed market data (CUPA or other, as mutually agreed upon) mean salary for discipline and rank,

Y: market data past 3 years overall mean % salary increase (1.4% for 2014 data) for Public Baccalaureate degree granting institutions

a) Instructors' 2013-2014 salaries that were below the new minimum defined by:
   X + ((X * Y) * (years at rank – 3)).
b) Assistant Professors' 2013-2014 salaries that were below the new minimum defined by:
   X + ((X * Y) * (years at rank – 3)).
c) Associate Professors' 2013-2014 salaries that were below the new minimum defined by:
   X + ((X * Y) * (years at rank – 5)).
d) Professors' 2013-2014 salaries that were below the new minimum defined by:
   X + ((X * Y) * (years at rank – 10)).

The following caps shall be applied to years at rank:

Instructor = 6
Assistant = 6
Associate = 10
Professor = 20

Example - Assistant professor for 5 years (years at rank) and indexed mean of $50,000

$50,000 + (($50,000 * 0.014) * (5-3)) = $51,400

Method of Determining Indexed Median used in Base Salary Adjustment

In order to determine the cumulative median % indexed salary for rank, discipline and years at rank the following procedure will be used.

1. Calculate the percent of indexed salary currently earned by each faculty member
2. Calculate the median of all indexed percentages
3. Multiply the indexed salary for each faculty by the median of all faculty
4. The yearly increase to base salary is calculated by taking 2% of the value from step 3 above

Example – Indexed salary of a faculty member = $75,000 and cumulative median = 85%

$75,000 * 0.85 = $63,750

2% of $63,750 = $1,275 addition to base salary

Method of Distribution of Market/Equity/Compression Additions to Salary

In order to move the collective median salary of faculty toward indexed values the following methodology will be used.

1. Divide the indexed salary percentages of faculty into the following quintiles:

   0-20%
   21-40%
   41-60%
   61-80%
   81-100%

2. Divide the market/equity/compression allocation (remainder of the allocated $250,000, the portion not used for base salary increases), equally among individuals of the quintiles in the following manner:
   0-20% = 40% Market/Equity/Compression money
   21-40% = 30% Market/Equity/Compression money
   41-60% = 20% Market/Equity/Compression money
   61-80% = 10% Market/Equity/Compression money
   81-100% = 0% Market/Equity/Compression money