

# AGREEMENT

Between

Lake Superior State University

AND

Lake Superior State University Faculty Association MEA-NEA

Effective July 15, 2022 through June 30, 2027

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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 July 15, 2022 by 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 1.20 and will be treated as a department as applied in this Agreement.
- 1.2 “Academic Unit” refers to Colleges or Schools.
- 1.3 “Academic Year” is defined as the period encompassing consecutive fall and spring semesters, in that order.
- 1.4 “Adjunct” is defined as an appointment for which an individual fulfills teaching, or librarian duties, but is not classified as full time or part time faculty or serving as dean.
- 1.5 “Association” means the Lake Superior State University Faculty Association, MEA-NEA, affiliated with the Michigan Education Association and the National Education Association.
- 1.6 “Base Salary” means compensation for all non-supplemental obligations as defined in this Agreement.
- 1.7 “Chair” means a faculty member that coordinates 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 “Class Hour” means a 50-minute period of instruction.
- 1.10 “Clinical Instructor of Nursing” means a person hired only to provide teaching/supervision of nursing students in the clinical setting.
- 1.11 “Course-Instructor” means an individual on record for teaching a section of a course, lab, internship or practicum.
- 1.12 “Concurrent Enrollment” means a college-credit bearing course with only high school students enrolled in it. Concurrent enrollment courses provide the same student learning outcomes and are assessed to verify such standards are met.
- 1.13 “Consent” means agreement in writing.
- 1.14 “Contract Hour” means a period equivalent to one class hour of instruction at the undergraduate level; one and one-half hours of laboratory instruction at the undergraduate level; or five-sixths of an hour of regularly scheduled classroom instruction at the graduate level.
- 1.15 “Coordinators” are faculty members who are given a special assignment.
- 1.16 “Dean” means an individual who has a title of Assistant Dean, Associate Dean, Dean, or other such titles containing the word “Dean”, and is referred to as Dean within this Agreement.
- 1.17 “Department” means a recognized sub-unit of a School or College.
- 1.18 “Distance Education” courses are those credit bearing courses delivered to and taken by students who may not be co-located with the faculty member(s) who are responsible for the course.
- 1.19 “Faculty” or “faculty members” means full-time and regular part-time members of the academic units, including librarians who are members of the bargaining unit.

- 1.20 “Full-Time,” as applied to a faculty member, means a person appointed to teach on a 24 Contract Hours per academic year basis for a nine-month Academic Year or a librarian appointed for a nine or twelve (12) month calendar year, which commence with the beginning of the Academic Year.
- 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 and who holds an appointment to teach courses in a graduate program. 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 “Internship” means a supervised professional experience, within an approved organization for which a student earns academic credit. It is guided by learning outcomes and supervised by a faculty member(s) and organization personnel.
- 1.27 “Joint Appointment” means a faculty appointment to multiple Academic Units.
- 1.28 “Just Cause” means a reasonable and lawful ground for action.
- 1.29 “Load Report” means a document that contains all load bearing supplemental assignments for an individual.
- 1.30 “Main Campus” includes all the University's property within the city limits of Sault Ste. Marie, Michigan.
- 1.31 “Practicum” means an experience that allows students to engage in the practical application of studied theory in a supervised setting for which a student earns academic credit. It is guided by learning outcomes and supervised by a faculty member(s) and organization personnel.
- 1.32 “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.
- 1.33 “Retention, Promotion, and Tenure Committee” is all tenured faculty in a School, who are not being considered for promotion.
- 1.34 “Research Faculty” means a faculty member whose primary role is related to research, and who is not recognized under unit membership. (See Section 7.1.5)
- 1.35 “Regular Load” is a regular assignment of 24 contract hours per academic year.
- 1.36 “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 or equal to 19 Contract Hours per Academic Year.
- 1.37 “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”.
- 1.38 “School” means one of the academic sub-divisions of the University.

- 1.39 "Seniority" means the number of years of continuous service within academic unit(s) of the University.
- 1.40 "Summative Evaluation" refers to the evaluation completed by the Immediate Supervisor at the end of the evaluation cycle, for faculty in the bargaining unit undergoing evaluation.
- 1.41 "Supplemental Assignment" means an assignment of a faculty member to fulfill additional responsibilities for which extra compensation is given.
- 1.42 "Teaching Load" means the number of contract hours assigned to a faculty member in a given semester or Academic Year.
- 1.43 "Temporary Appointment" means a one-year or less appointment of an individual.
- 1.44 "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.
- 1.45 "Term Appointment" means a three (3) year, or less, non-probationary appointment of a faculty member to a part-time or full-time contract.
- 1.46 "Terminal Degree" is typically the highest academic degree in a given field.
- 1.47 "Undergraduate Curriculum" means University courses offered for credit numbered less than 500.
- 1.48 "University" means the Board of Trustees of Lake Superior State University and its administrative agents.
- 1.49 "University Day" means a day when the Business Office of the University is open for business.
- 1.50 "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 1.19 employed by Lake Superior State University; but excluding adjunct faculty, research 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 written request of a faculty member or 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

The University shall provide a copy of the Board of Trustees agenda to the Association President and MEA UniServ Director at the same time that the agenda is emailed to the campus community.

#### 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 Provost 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.

### 3.8 Other Consultation

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

### 3.9 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 their 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.

### 3.10 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.

### 3.11 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.

### 3.12 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 (text-searchable) version 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.

### 3.13 Union Membership and Dues Deduction

#### 3.13.1 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.

- 3.13.1.1 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.
- 3.13.1.2 Any faculty member may voluntarily sign an authorization for deduction of union dues or agency fees from their paycheck and deliver such authorization to the University. Such authorization will continue in effect until it is revoked by the faculty member.
- 3.13.1.3 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.
- 3.13.1.4 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.

3.13.2 Dues Deduction

- 3.13.2.1 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.
- 3.13.2.2 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.
- 3.13.2.3 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 Complaint Procedure
- 5.2.1 Upon receipt of a complaint lodged against a faculty member, the University may conduct a preliminary inquiry. Except for complaints pertaining to the assignment of a grade, Human Resources must be notified of complaints lodged against a faculty member. During the preliminary inquiry, if the University decides that it is necessary to interview the faculty member, the faculty member shall be entitled to have a representative of the Association be present at the interview.
- 5.2.2 If, after a preliminary inquiry, the University, determines that an investigation will be conducted, the University shall inform the faculty member and the President of the Association, unless the faculty member has declined Association representation, of its intent. It is acknowledged, however, that this notice requirement will not apply where it would impede the administration of justice in a criminal investigation. The faculty member shall be notified by the University of their right to have a representative of the Association present when meeting with the University.
- 5.2.3 The University shall conduct its investigation in a manner so as to provide the faculty member with due process. At the onset of the investigation, the faculty member shall be informed of the general substantive nature of the investigation and the procedures to be followed by the University in conducting its investigation. After the faculty member is so informed, the faculty member shall have the opportunity to suggest parties to be contacted by the University as part of its investigation.
- 5.2.4 In the event that the University concludes that it will conduct an investigation of a faculty member that could lead to discipline or discharge, the University shall comply with the notice provisions of Sections 5.2.1-5.2.3, prior to requesting the faculty member to answer any questions regarding the subject matter of the investigation or to relinquish any materials relating to the investigation which are solely within the possession of the faculty member.
- 5.2.5 The University shall complete its investigation within sixty (60) days from the date the University notified the faculty member in writing of its intent to conduct an investigation. Should the University need additional time to complete its investigation, it will notify the faculty member in writing what additional time is required and the specific reasons the additional time is needed.
- 5.2.6 For purposes of this Section, the term "investigation" does not include the preliminary inquiry of the complaining party or parties, the sharing of the complaint with the faculty member, the examination of existing documents in possession of the University, or the referral of the complaint to Human Resources.
- 5.2.7 For the purpose of complaints that are investigated by the Title IX Office, Policy 1.5.2 supersedes Section 5.2.
- 5.3 Faculty Personnel Files
- Pursuant to Michigan Public Act 397, a faculty member, upon written request, may examine their personnel file, and may elect to be accompanied by a representative of the Association.

- 5.3.1 A faculty member shall have the right to obtain a copy of all material in the faculty member's personnel file at the faculty member's expense. The fee shall be limited to the cost of reproduction of the materials and mailing of the materials if requested.
- 5.3.2 No unsubstantiated material shall be retained or placed in any faculty member's personnel file. There shall also be no materials that make reference to unsubstantiated or anonymous comments, except for historical references and, then, without conveying substantive content. Anonymous material may be included only when revealing the identity of the person could subject the person to unwarranted treatment by the faculty member, e.g., the identity of students alleging abusive treatment could be withheld as long as they are still members of the faculty member's class. Such material cannot, however, be used as the basis for any disciplinary action beyond a written warning.
- 5.3.3 Within five (5) university days of the addition of material to a faculty member's personnel file, the faculty member shall be sent a copy of that added material if the faculty member was not the originator or addressee, or not specifically copied on the material with the exemption of Payroll Authorizations.
- 5.3.4 Pursuant to Michigan Public Act 397, if the faculty member disagrees with information contained in the faculty member's personnel file, removal or correction of that information may be mutually agreed upon by the University and the faculty member. If an agreement is not reached, the faculty member may submit a written statement explaining the faculty member's position. The election of the faculty member not to submit such a written rebuttal does not indicate agreement with the information. If a faculty member elects to file a written rebuttal, the University's failure to respond does not indicate agreement with the faculty member's response.
- 5.3.5 Faculty members shall have the right to make reasonable additions to the faculty members' personnel file.
- 5.3.6 Faculty Personnel File Maintenance

For the purpose of periodic faculty record maintenance, the designated administrative officer and the faculty member may jointly review the contents of the faculty member's personnel file. By mutual agreement and with the written approval of the Provost and Director of Human Resources, individual documents may be removed.

  - 5.3.6.1 The University agrees to take reasonable steps to maintain the confidentiality of faculty personnel files, pursuant to the following guidelines:
  - 5.3.6.2 Internal access to faculty personnel files shall be afforded to those University officials, employees, or agents who have a reasonable need for such access pursuant to legitimate University business. At no time shall student employees have access to faculty personnel files unless the student employee has signed a confidentiality agreement.
  - 5.3.6.3 As to external requests for faculty personnel files:

- a) The University agrees to maintain the confidentiality of faculty personnel files to the extent permitted by law. This provision does not impact upon the University's duty to comply with lawfully issued subpoenas, court orders, discovery demands, garnishments, or other such routine information requests required by law, including routine requests for information under the Freedom of Information Act (the FOIA).
  - b) If the University receives a non-routine FOIA request for access to faculty personnel files (e.g., a request for specific items from a faculty personnel file which may constitute a clearly unwarranted invasion of privacy as provided in a FOIA exception), the University will take reasonable steps to notify the faculty member. If the University determines it is required to release materials pursuant to such a request, it will take reasonable steps to notify the faculty member of its decision so that the faculty member can respond to the decision before the release of the records, with the understanding that the University must meet statutory time lines.
- 5.4 Nothing contained in the Agreement shall be construed to deny or restrict a faculty member's legal rights and privileges.
- 5.5 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.
- 5.6 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.
- 5.7 Video material, CDs, DVDs, and web-based material prepared by a faculty member for instruction, using University materials or equipment, falls under the Intellectual Property Policy (APPENDIX A).

## 6 ACADEMIC FREEDOM AND RESPONSIBILITY

- 6.1 Academic Freedom at Lake Superior State University adheres to the 1940 Statement of Principles on Academic Freedom and Tenure (as revised). Specifically:
- 6.1.1 Faculty and all Course Instructors are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
  - 6.1.2 Faculty and all Course Instructors are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
  - 6.1.3 Faculty and all Course Instructors are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from Institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.
- 6.2 Faculty seeking internal or external funding for research shall do so with equal opportunity to all others within the University and without interference from other campus entities.
- 6.3 Nothing in this agreement limits the rights or responsibilities of the faculty to exercise good professional judgment, offer sound and well-reasoned recommendations, and/or to provide meaningful and constructive oversight of academic matters.

## 7 FACULTY APPOINTMENTS

### 7.1 Types of Appointments

The following types of appointments are defined in Section 1. Policies specific to these types of appointments are listed below.

#### 7.1.1 Tenure

#### 7.1.2 Probationary

#### 7.1.3 Temporary

A temporary appointment: (a) replaces a faculty member on an approved leave or on long term disability or (b) fills 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. Temporary appointments do not have voting rights within their School and/or College.

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

#### 7.1.4 Terminal

#### 7.1.5 Research Faculty

Research faculty will provide their own support from grants and contracts. Research faculty are not recognized under bargaining unit membership per Section 2.2. Research faculty may be asked to teach as Adjunct faculty. Research Faculty can be moved to a Probationary Appointment only if an open faculty line exists due to a) resignation, b) retirement, or c) medical reasons, and only after the Research Faculty member is selected through a faculty search process (see Section 7.2). The title of Research Faculty is determined by the Provost. These appointments last only for the stated term with no guarantee nor expectation of renewal. These appointments are not eligible for tenure nor promotion and time served as Research Faculty will not count toward tenure nor promotion. The academic rank of the positions will be determined based upon the qualifications described in Section 7.2 and approved by the Faculty Association President.

#### 7.1.6 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. Scholarly activities that will be considered include:

- The scholarship of discovery, which is inquiry-based research to seek new knowledge from an epistemological perspective.
- The scholarship of integration, which is investigating questions and problems in a cross-disciplinary and collaborative manner from an interdependency perspective, such that new information emerges from the study of connectedness
- The scholarship of application, which is bridging theory and practice in order to solve actual identified problems or issues of process from a pragmatic perspective.
- The scholarship of teaching and learning, which is testing and promoting best practice or innovative practice from the perspective that transmitting knowledge is transformative.

The above activities align with Boyer's Model of Scholarship.

#### 7.1.7 Adjunct

An adjunct appointment excludes the individual from the recognized bargaining unit. Adjunct appointees shall not teach more than twelve (12) Contract Hours per Academic Year.

#### 7.1.8 Immediate Supervisors

Immediate Supervisors shall not teach more than fourteen (14) Contract Hours per Academic Year.

#### 7.1.9 Supplemental Assignment

A load bearing supplemental assignment is an assignment of a faculty member to fulfill teaching responsibilities and/or special assignments 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 and winter term will be considered supplemental assignments. Release time assignments can affect responsibilities with teaching load, but do not constitute a release from the faculty member's other areas of evaluation such as advising, professional development/scholarship, or collegiality.

A non-load bearing 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.

#### 7.1.10 Regular Part-Time Faculty

Regular Part-Time Faculty means all those persons holding a tenure, probationary, temporary or term appointment with a specified regular work load of nineteen (19) Contract Hours or fewer per Academic Year, or librarians scheduled for at least 1,044 hours but less than 1,567 hours for a calendar year.

#### 7.1.11 Clinical Instructor of Nursing

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 nineteen (19) Contract Hours or fewer per Academic Year.

#### 7.1.12 Term

Term appointments are provided academic rank, but are not eligible for promotion. Term appointments are renewable. Term appointments have voting rights within their School(s) and/or College(s). In the case of joint term appointments, these rights are consistent with 7.1.13.

Term appointments shall be evaluated by Immediate Supervisors at minimum once per term and then at the discretion of the Immediate Supervisor on the same schedule as probationary appointments.

#### 7.1.13 Joint Appointments

Faculty may have appointments in two (2) or more Academic Units as approved by the Provost. Faculty members shall have voting rights in all Academic Units to which they are appointed.

### 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 as well as tested and professional experience which directly relate 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. The academic degrees must also be from an accredited institution (an institution which is accredited by one of the regional accrediting agencies and the accrediting agency for the respective discipline, where applicable), or an educational institution whose degree is recommended for acceptance by the school's faculty and approved by the Dean. Qualifications can in some cases be based upon professional experience. The requirements for tested experience within each school shall be developed and reviewed as needed by the school's faculty. A candidates' tested experience is recommended for acceptance by the school's faculty and approved by the Dean. To remain consistent with the guidelines of the Higher Learning Commission, this experience should be tested experience in that it includes a breadth and depth of experience outside of the classroom in real-world situations relevant to the discipline in which the faculty member would be teaching.

Course instructors must be qualified through minimum academic credential or tested experience equivalent to that credential in the discipline(s) appropriate and



relevant to the courses to which they are assigned. These qualifications must be consistent with the guidelines of the Higher Learning Commission. The minimum qualifications for initial appointment shall be:

- a) Instructor: Minimum master's degree. Alternatively one of the following: a) equivalent tested experience in the discipline(s) to which the candidate is being appointed, b) active candidacy in a relevant doctoral program at an accredited college or university with a minimum of eighteen (18) graduate semester credits, or equivalent, in the discipline in which they are being appointed. Qualifications for assigned tasks is further outlined in Section 10.2.
- b) Assistant Professor: An earned doctorate or other recognized terminal degree; a master's degree plus at least five (5) years of professional experience; a master's degree plus at least twenty (20) graduate semester credits; or equivalent tested experience.
- c) Associate Professor: An earned doctorate or other recognized terminal degree and five (5) years of professional experience.
- d) Professor: An earned doctorate or other recognized terminal degree and ten (10) years of professional experience.

### 7.3 Procedures for Appointments

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

When a non-Temporary Appointment vacancy occurs or a new position is created, the hiring procedure in APPENDIX B will be followed.

#### 7.3.2 Supplemental Assignment

Before a non-faculty member is given an assignment, all faculty members shall be notified of course openings on their home campus a minimum of ten (10) University days prior to the application deadline. In the case of an emergent need, the Immediate Supervisor shall provide the rationale to the Faculty Association President for why a shorter notice is needed. Those faculty members who are qualified to teach such courses per faculty qualifications in accordance with Section 10.2 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 1.67 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 five (5) University days for comments and a voted recommendation by school faculty. The adjunct list shall be reviewed annually by the school faculty by March 31<sup>st</sup> of each year. 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 as possible after the adjunct has been appointed.

- 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 Letters of Appointment and Reappointment

##### 7.4.1 Faculty 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 they are appointed.
- c) Base salary plus any compensation for special assignments.
- d) The Academic Unit(s) of appointment.
- e) The home campus of appointment.
- f) The apportionment of the contract load, for Joint Appointments between Academic Units. The Academic Unit with the higher apportionment will be the Primary Academic Unit. In the case of an evenly split Academic Appointment, a Primary Academic Unit will be assigned by the Provost
- g) Any special assignments that involve extra compensation or release time.
- h) A statement specifying the term of the appointment and the position's relationship to the tenure system specified in this Agreement.
- i) A statement specifying that the appointment is subject to all terms and conditions of this Agreement.
- j) Terms of appointment will be consistent with those of Section 7.2.1 and Section 9 of this Agreement.

- k) The University shall provide the Association President with a copy of each letter of appointment and reappointment, as specified in Section 7.4.1.

#### 7.4.2 Graduate Appointments

Graduate Faculty appointments are renewable 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 scholarly activity as described in Section 7.1.6.

Graduate Faculty seeking renewal of their appointment shall submit evidence of continued scholarly activity on their annual Faculty Self-Evaluation and Reflection Report. The Provost shall be the appeal authority for any appointment decision of the Dean and will 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 (10th) week of classes in the Spring Semester for first-year probationary faculty and second (2nd) year faculty whose initial appointment was for less than a full Academic Year.

- b) October 31<sup>st</sup> for probationary appointees in the second (2<sup>nd</sup>) or a later Academic 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 Sections 8 and 9. Probationary faculty may be non-renewed without cause. No summative evaluation is necessary for the non-renewal of first-year probationary faculty. No summative evaluation is necessary of a non-renewed faculty or of a faculty who is denied tenure.

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 (3) 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 at the end of the denoted term.

## 8 EVALUATIONS

- 8.1 The purpose of evaluation is to recognize, sustain, and develop faculty excellence. The evaluation of faculty shall be consistent with this section.
- 8.2 It is the responsibility of the individuals under consideration to make sure that they thoroughly understand the procedures and their part in them, to ensure inclusion of the material that the faculty member wants to submit, and to supply any additional relevant information to the reviewers by the appropriate deadlines.

The following sections list the documents, their content, and the procedures required for evaluation purposes by faculty appointment type and evaluation type. In all instances, the terms *School(s)*, *School Retention, Promotion, and Tenure (RPT) Committee(s)*, and *Immediate Supervisor(s)* refer to the faculty member's Academic Unit(s) of appointment. If the faculty member is appointed to more than one (1) Academic Unit, then these terms include each Academic Unit, each unit's RPT Committee, and each unit's RPT Committee Chair. For Joint Appointments with more than one (1) Immediate Supervisor, the Immediate Supervisor of each Academic Unit will serve as a reviewer.

### 8.3 Faculty Self-Evaluation and Reflection Report

- 8.3.1 All faculty must submit a Faculty Self-Evaluation and Reflection Report to their Immediate Supervisor by May 30<sup>th</sup>. This report will cover the time period of May 15<sup>th</sup> of the prior year to May 14<sup>th</sup> of the current year. In the case of Joint Appointments, the faculty member will submit the report to the Immediate Supervisor from the faculty member's Primary Academic Unit.
- 8.3.2 The Faculty Self-Evaluation and Reflection Report shall be concise and brief with a suggested length of five (5) pages. It must be organized into the following sections that cover four (4) categories of faculty performance given below. A template of the report can be seen in APPENDIX C.

#### a) Teaching

The teaching evaluation and self-reflection will provide a quick summary of the courses (including the number of sections and labs) taught during the evaluation period, summarize and reflect upon student evaluations of teaching, and summarize and reflect on any teaching-related activities beyond the assigned courses.

Teaching-related activities may include, but are not limited to: the achievements of current and former students; a continuing development of a philosophy of teaching; a documented development of pedagogical skills; the directions of theses, dissertations, projects, internships, or other major works; program/curriculum development; and preparation of new courses and course materials.

The evaluation and self-reflection will also include summaries of:

- Instructional- and Course-level Assessment activities.
- Specific actions taken related to prior goals and to the areas for improvement identified in prior evaluations (and Performance

Improvement Plans when applicable).

- Activities that were successful this year, the areas for improvement, and the goals for the next year.

b) Professional Development/Scholarship

The professional development/scholarship evaluation and self-reflection will summarize and reflect upon the faculty's activities related to scholarly activities defined by the Boyer's Model of Scholarship which include:

- The scholarship of discovery, which is inquiry-based research to seek new knowledge from an epistemological perspective.
- The scholarship of integration, which is investigating questions and problems in a cross-disciplinary and collaborative manner from an interdependency perspective, such that new information emerges from the study of connectedness.
- The scholarship of application, which is bridging theory and practice in order to solve actual identified problems or issues of process from a pragmatic perspective.
- The scholarship of teaching and learning, which is testing and promoting best practice or innovative practice from the perspective that transmitting knowledge is transformative.

Specific examples of activities include, but are not limited to: the writing of grant proposals; the conduct of currently active grants; peer-reviewed publications; publication of creative works public exhibitions/performances/presentations; patent applications/executions; conferences attended with information dissemination or application; formal review of scholarly papers or academic books, public contributions to the field, including open-source contributions; citations in papers not authored/co-authored by the faculty member, and workshops, certifications, or coursework.

The evaluation and self-reflection will also include summaries of:

- Specific actions taken related to prior goals and to the areas for improvement identified in prior evaluations (and Performance Improvement Plans when applicable).
- Activities that were successful this year, the areas for improvement, and the goals for the next year.

c) Service

The service evaluation and self-reflection will summarize and reflect upon the faculty's contributions and accomplishments related to serving the students, student groups/organizations, school/department, the college, the university, the profession, and the community.

Service activities may include, but are not limited to: academic advising, student development activities, a continuing development of a philosophy of

advising, serving as a Faculty Peer Reviewer or Faculty Mentor, meaningful service on committees, coordination or participation in campus or community events related to the faculty member's areas of expertise, actively working with student organizations, meaningful participation in activities as a representative of the university, and non-partisan volunteerism in the community.

Student development activities may include but are not limited to: assisting student groups/organizations, informal academic advising, assistance in career placement, development of advising materials, advising and assistance in graduate school applications, and assistance in scholarship and other funding applications.

The evaluation and self-reflection will also include summaries of:

- Specific actions taken related to prior goals and to the areas for improvement identified in prior evaluations (and Performance Improvement Plans when applicable).
- Activities that were successful this year, the areas for improvement, and the goals for the next year.

d) Release Time and Non Load Bearing Supplemental/ Special Assignments (if applicable)

When applicable, the release time and non-load bearing-teaching supplemental/special assignment evaluation and self-reflection will summarize and reflect the faculty's activities related to such assignments.

The evaluation and self-reflection will also include summaries of:

- Specific actions taken related to prior goals and to the areas for improvement identified in prior evaluations (and Performance Improvement Plans when applicable).
- Activities that were successful this year, the areas for improvement, and the goals for the next year.

8.3.3 For faculty undergoing a Summative Evaluation the prior goals can be found in the Faculty Goal Setting Worksheet completed at the start of the Academic Year. For all other faculty, the goals can be found in the prior year's Self-Evaluation and Reflection Report.

#### 8.4 Summative Evaluation

All probationary and term faculty will undergo a Summative Evaluation by their Immediate Supervisor each Academic Year. Tenured faculty shall undergo a Summative Evaluation once every five (5) or more Academic Years, unless requested earlier by the faculty member. The Immediate Supervisor will notify tenured faculty by May 15<sup>th</sup> if they are to be evaluated in the upcoming Academic Year. A summary of the evaluation process can be found in Table 8-1.

**Table 8-1: Summary of the Evaluation Process**

<b>Report</b>	<b>Author(s)</b>	<b>Recipient(s)</b>	<b>Reviewer(s)</b>	<b>Deadline</b>
Faculty Goal Setting Worksheet	Faculty Member* Immediate Supervisor	Faculty Member Immediate Supervisor	None	Sept. 15 <sup>th</sup>
Peer Reviewer Selection	Faculty Member	Immediate Supervisor	None	Sept. 15 <sup>th</sup>
Peer Reviewer Selection	Immediate Supervisor	Faculty Member	None	Sept. 15 <sup>th</sup>
Instructional Observations (Fall Semester)	Peer Reviewers Immediate Supervisor	Faculty Member	Faculty Member	Last day of the 11 <sup>th</sup> week of the fall semester
Instructional Observations (Spring Semester)	Peer Reviewers Immediate Supervisor	Faculty Member Immediate Supervisor	Faculty Member Immediate Supervisor	Last day of the 11 <sup>th</sup> week of the spring semester
Student Evaluations of Teaching and Advising	Provided by the Vice Provost for Accreditation and Assessment	Faculty Member Immediate Supervisor	Immediate Supervisor	Two days after final grades are due each semester
Faculty Self-Evaluation and Reflection	Faculty Member	Immediate Supervisor	Immediate Supervisor	May 30 <sup>th</sup>
Summary Evaluation	Immediate Supervisor	Faculty Member Provost	None	July 30 <sup>th</sup>

**8.4.1 Summative Evaluation Timeline**

- 8.4.1.1 The faculty member shall work with the Immediate Supervisor to complete the Faculty Goal Setting Worksheet (see APPENDIX C) by September 15<sup>th</sup>. For first year faculty members, the Search Committee will work with the Immediate Supervisor to complete the Faculty Goal Setting Worksheet for the Academic Year and submit it to the Immediate Supervisor prior to the start date.
- 8.4.1.2 Peer Reviewers will be selected by the faculty member and the Immediate Supervisor by September 15<sup>th</sup>.
- 8.4.1.3 Peer Reviewers and Immediate Supervisor must complete an Instructional Observation form by the end of the eleventh (11<sup>th</sup>) week of both the fall and spring semesters. The results of the Peer Reviewers fall semester visit are not shared with the Immediate Supervisor.
- 8.4.1.4 The Vice Provost for Accreditation and Assessment will provide the faculty member and Immediate Supervisor with the Student Evaluations for both Teaching and Advising two (2) days after final grades are due each semester.



- 8.4.1.5 The Immediate Supervisor may call a meeting with the RPT Committee to discuss the faculty member’s strengths, areas for improvement and collegiality by the Tuesday after final exam week in the spring semester.
- 8.4.1.6 The faculty member will submit a Faculty Self Evaluation and Reflection Report to the Immediate Supervisor by May 30<sup>th</sup>.
- 8.4.1.7 The Immediate Supervisor shall review and provide feedback and ratings in each of the areas of faculty performance. This completed evaluation will be forwarded to the faculty member and Provost by July 30<sup>th</sup>.
- 8.4.1.8 The faculty member shall have the option of submitting a written response to the Immediate Supervisor regarding their evaluation by August 30<sup>th</sup>. The response shall be attached to the evaluation and included in the faculty members Personnel File.

8.5 School RPT Committee Review

Prior to a faculty member’s Mid-Probationary Review, the School RPT Committee shall review a probationary faculty member each Academic Year in the fall semester immediately following their Summative Evaluation. The School RPT Committee may also review any faculty member in the fall semester immediately following their Summative Evaluation if the School RPT Committee (in consultation with the Immediate Supervisor) determines a review is desired, if a faculty member is on a Faculty Performance Improvement Plan, or if a review is requested by the faculty member. If a faculty member is applying for Mid-Probationary Review, Tenure, and/or Promotion, then the RPT reviews the application as specified in Section 8.6 or 8.7. A summary of the School RPT Committee Review process can be found in Table 8-2.

Table 8-2: Summary of the School RPT Committee Review Process

<b>Report</b>	<b>Author(s)</b>	<b>Recipient(s)</b>	<b>Reviewer(s)</b>	<b>Deadline</b>
RPT Review Notification	School RPT Committee Chair	Faculty Member Immediate Supervisor	None	September 1 <sup>st</sup>
RPT Review Submission	Faculty Member	School RPT Committee Chair	School RPT Committee	September 15 <sup>th</sup>
RPT Review Report	School RPT Committee	Faculty Member Immediate Supervisor	Immediate Supervisor	October 15 <sup>th</sup>

8.5.1 School RPT Committee Review Timeline

- 8.5.1.1 As charged by the Immediate Supervisor the School RPT Committee Chair shall notify the faculty member and Immediate Supervisor by September 1<sup>st</sup> that the School RPT Committee will conduct a review of the faculty member.

- 8.5.1.2 The faculty member under review shall provide the School RPT Committee Chair with copies of their prior year Faculty Goal Setting Worksheet, Faculty Self-Evaluation and Reflection Report, Spring Instructional Observation Forms from Peer Reviewers, Fall and Spring Instructional Observation Forms from the Immediate Supervisor, all Student Evaluations, and Faculty Performance Improvement Plan (if applicable) by September 15<sup>th</sup>.
- 8.5.1.3 The School RPT Committee shall review and provide feedback and ratings in each of the categories of faculty performance. This completed report shall be forwarded to the faculty member and Immediate Supervisor by October 15<sup>th</sup>.
- 8.5.1.4 The faculty member shall have the option of submitting a written response to the School RPT Committee regarding their review by November 15<sup>th</sup>.

## 8.6 Mid-Probationary Review

The Mid-Probationary Review is designed to provide feedback to the faculty member on their progression towards tenure and thus follows a similar process as that of the Application for Tenure and Promotion. The Mid-Probationary Review typically occurs during the fall semester of the fourth (4<sup>th</sup>) full year of appointment but the full details can be found in in Section 9.2. A summary of the Mid-Probationary Review process can be found in Table 8-3.

**Table 8-3: Summary of the Mid-Probationary Review Process**

<b>Report</b>	<b>Author(s)</b>	<b>Recipient(s)</b>	<b>Reviewer(s)</b>	<b>Deadline</b>
Mid-Probationary Application	Faculty Member	Immediate Supervisor School RPT Committee	School RPT Committee	September 15 <sup>th</sup>
Mid-Probationary Recommendation	School RPT Committee	Faculty Member Immediate Supervisor	Immediate Supervisor	October 1 <sup>st</sup>
Mid-Probationary Recommendation	Immediate Supervisor	Faculty Member UCTP Provost	UCTP	October 15 <sup>th</sup>
Mid-Probationary Recommendation	UCTP	Faculty Member Immediate Supervisor Provost	Provost	November 1 <sup>st</sup>
Mid-Probationary Decision	Provost	Faculty Member Immediate Supervisor President FA President	President <sup>1</sup>	December 15 <sup>th</sup>
Mid-Probationary Decision <sup>1</sup>	President	Faculty Member Provost	None	January 15 <sup>th</sup>

**8.6.1 Mid-Probationary Timeline**

8.6.1.1 The faculty member will submit a Mid-Probationary Application to the Immediate Supervisor by September 15<sup>th</sup>.

8.6.1.2 The Immediate Supervisor shall make the application available to the School RPT Committee by September 17<sup>th</sup>. The School RPT Committee will produce a recommendation by October 1<sup>st</sup>. The recommendation is forwarded to the candidate, Immediate Supervisor, and added to the application.

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<sup>1</sup> In cases of non-reappointment or tenure denial, additional recipients and reporting are required per procedures herein. In the case of President and the Board of Trustees, the report is simply the aggregated totals for applications approved and applications denied.

- 8.6.1.3 The Immediate Supervisor will produce a recommendation by October 15<sup>th</sup>. In the case of a faculty member with Joint Appointments involving multiple Immediate Supervisors, the recommendation must be made collaboratively (as stated in Section 8.9.3). The recommendation will be written and forwarded to the candidate, University Committee on Tenure and Promotion (UCTP), Provost, and added to the application.
- 8.6.1.4 The UCTP will convene, review the application, and produce a recommendation by November 1<sup>st</sup>. In the case of non-unanimous vote, a member of the majority will write the recommendation and must include a statement written by a member of the minority (as stated in Section 8.9.6). The recommendation is forwarded to the candidate, Immediate Supervisor, Provost, and added to the application.
- 8.6.1.5 The Provost will decide by December 15<sup>th</sup> and will forward their decision to the candidate, Immediate Supervisor, President, Faculty Association President, and add it to the application. If the Provost's decision is negative, the decision will also be forwarded to the President.
- 8.6.1.6 In the case of a negative decision by the Provost, the President will review the application and prior decisions made during the entire process. The President will provide the candidate, Provost, and Faculty Association President with the final decision by January 15<sup>th</sup>.

## 8.7 Application for Tenure and/or Promotion

Unless the probationary faculty member holds a rank other than Assistant Professor, the Application for Tenure will automatically be considered for both Tenure and Promotion to Associate Professor. The criteria and standards for receiving Tenure shall be the same as those for promotion from Assistant Professor to Associate Professor.

The timeline for when to apply for Tenure and Promotion as well as the Promotion to Assistant Professor is detailed in Section 9. Other applications for Promotion typically occur in the fall semester after the sixth (6<sup>th</sup>) full year of service at the current rank. A summary of the Application for Tenure and/or Promotion process can be found in Table 8-4.

**Table 8-4: Summary of the Application for Tenure and/or Promotion Process**

<b>Report</b>	<b>Author(s)</b>	<b>Recipient(s)</b>	<b>Reviewer(s)</b>	<b>Deadline</b>
Tenure and/or Promotion Application	Faculty Member	Immediate Supervisor School RPT Committee	School RPT Committee	September 15 <sup>th</sup>
Tenure and/or Promotion Recommendation	School RPT Committee	Faculty Member Immediate Supervisor	Immediate Supervisor	October 1 <sup>st</sup>
Tenure and/or Promotion Recommendation	Immediate Supervisor	Faculty Member UCTP Provost	UCTP	October 15 <sup>th</sup>
Tenure and/or Promotion Recommendation	UCTP	Faculty Member Immediate Supervisor Provost	Provost	November 1 <sup>st</sup>
Tenure and/or Promotion Recommendation	Provost	Faculty Member Immediate Supervisor President	President	December 15 <sup>th</sup>
Tenure and/or Promotion Recommendation	President	Faculty Member Board of Trustees	Board of Trustees	January 15 <sup>th</sup>
Tenure and/or Promotion Decision	Board of Trustees	Faculty Member President FA President LSSU Campus and Community*	None	January Board of Trustees Meeting

**8.7.1 Application for Tenure and/or Promotion Timeline**

- 8.7.1.1 The faculty member will submit an application to the Immediate Supervisor by September 15<sup>th</sup>.
- 8.7.1.2 The Immediate Supervisor shall make the application available to the School RPT Committee by September 17<sup>th</sup>. The School RPT Committee will produce a recommendation by October 1<sup>st</sup>. The recommendation is forwarded to the candidate, Immediate Supervisor, and added to the application.
- 8.7.1.3 The Immediate Supervisor will produce a recommendation by October 15<sup>th</sup>. The recommendation will be written and forwarded to the candidate, UCTP, Provost, and added to the application.
- 8.7.1.4 The UCTP will convene, review the application, and produce a recommendation by November 1<sup>st</sup>. The recommendation is forwarded to the candidate, Provost, and added to the application.

- 8.7.1.5 The Provost will produce a recommendation by December 15<sup>th</sup> and will forward their recommendation to the candidate, UCTP, President, and added to the application. If there is a disagreement between the UCTP's recommendation and the Provosts, the Provost will meet with the UCTP to discuss the matter and provide rationale.
- 8.7.1.6 The President will produce a recommendation by January 15<sup>th</sup> and will forward their recommendation to the candidate, and Board of Trustees (approved applications only).
- 8.7.1.7 The Board of Trustees will decide upon all forwarded cases and will announce only their positive decisions at the January Board of Trustees meeting. Regardless of a positive or negative decision by the Board of Trustees, the decision will be forwarded to the candidate, President, and Faculty Association President.

## 8.8 Evaluators

All committees and administrative evaluators must do at least the following as they consider cases:

- a) In all formally convened committee meetings, only those individuals assigned to the committee shall attend the meetings. In the case of Joint Appointments, School RPT Committees will each meet and deliberate separately. Immediate Supervisors must meet and formally deliberate as a body.
- b) They must receive and consider relevant and appropriate evidence concerning the case in question and base their evaluations only upon documented evidence.
- c) They must inform the candidate of the general nature of any evidence they are considering that is not in the candidate's application and give the candidate the opportunity to respond to all specific evaluations and all descriptions of alleged fact.
- d) They must vote or, in the case of singular administrative evaluators, they must decide. The recommendation, but not the specific individual votes, must be reported to the candidate, to the prior level of evaluation, and to the subsequent level of evaluation. Such votes represent the recommendation of the body or individual.

### 8.8.1 Faculty Peer Reviewers

- 8.8.1.1 Two (2) Faculty Peer Reviewers must be selected each Academic Year for faculty undergoing a summative evaluation.
- 8.8.1.2 The faculty member being evaluated will select one (1) Faculty Peer Reviewer by September 15<sup>th</sup> and notify the Immediate Supervisor.
- 8.8.1.3 The Immediate Supervisor will select one (1) Faculty Peer Reviewer by September 15<sup>th</sup> and notify the faculty member. If selecting a Peer Reviewer from outside the faculty members assigned Academic Unit, the Immediate Supervisor will only do so with consultation of the other Academic Unit's Immediate Supervisor.

- 8.8.1.4 In the case of Joint Appointments, Peer Reviewers shall be assigned, one (1) reviewer from each Academic Unit to which the faculty is assigned, unless agreed upon by the faculty member and Immediate Supervisor. When possible, Peer Reviewers shall visit class settings from all assigned units.
- 8.8.1.5 Additional Faculty Peer Reviewers may be arranged by either the faculty member or Immediate Supervisor. Such additional reviewers must be agreed upon by the faculty member.
- 8.8.1.6 After consultation with the faculty member, the Immediate Supervisor and Faculty Peer Reviewer shall give notice of intent five (5) University days prior to conducting an instructional observation, unless an earlier observation is requested by the faculty member.
- 8.8.1.7 The Immediate Supervisor and Faculty Peer Reviewers may visit faculty members' classrooms, laboratories, clinical, or other instructional settings for the purpose of instructional evaluation. At least one (1) visit must occur each semester (excluding summer and winter semesters) for each reviewer.
- 8.8.1.8 The class visitations must occur prior to the end of the eleventh (11<sup>th</sup>) week of instruction for the current semester.
- 8.8.1.9 When a Faculty Peer Reviewer visits a faculty member's instructional setting for observation, they must confine the evaluation to the components of Instructional Observation Form. The faculty member shall provide the peer reviewer with an Instructional Observation Form, with the pre-observation section completed, at least two (2) University days before the visit (see APPENDIX C).

A pre-visit meeting may be requested by the faculty member to provide context of the Instructional Observation if there are specific facets of the instructional setting upon which the faculty member requests the reviewer(s) to observe and provide feedback.

The results of the visit shall be given in writing to the faculty member within ten (10) University days of the visit. The results of the Peer Reviewers visit in the fall semester are only shared with the faculty member, as part of the mentoring and coaching part of the evaluation process, and are not shared with the Immediate Supervisor. The results of the visit in the spring semester made by the peer reviewers shall be shared with the Immediate Supervisor and can be used in the Summative Evaluation. The fall and spring Instructional Observation forms from the Immediate Supervisor will be used for coaching and mentoring, as well as used in the Summative Evaluation.

#### 8.8.2 School Retention, Promotion, and Tenure (RPT) Committee

Immediate Supervisor will charge the School RPT Committee and determine if there are cases before the committee that require outside members to be added (see below).

- 8.8.2.1 All tenured faculty of the school will serve on the School RPT Committee. If there are fewer than four (4) tenured faculty members in the school, tenured faculty from outside the school will be appointed to serve on the committee. Only the number required to reach a committee size of four (4) will be added. All additions must be approved by both the Immediate Supervisor and the Faculty Member.
- 8.8.2.2 The School RPT Committee shall meet during Convocation Week each year to select a School RPT Committee Chair and in consultation with the Immediate Supervisor determine if additional faculty need to be reviewed.
- 8.8.2.3 Any tenured faculty member that is undergoing a promotion evaluation or has a conflict of interest in a case before the committee will be recused from the committee for the affected case(s) only. They will serve on the committee for all other cases. If recusals result in a committee of fewer than four (4) members, the process described above will be used to meet the minimum size of four (4) for only those cases affected by the recusals.

8.8.3 Immediate Supervisor

The Immediate Supervisor is the Dean(s) of the College(s) or the Director(s) of the Center(s) in which the faculty member is appointed. For faculty appointed as Librarians, the Immediate Supervisor is the Director of the Library.

In the case of a vacancy or conflict of interest of a Dean, the Provost, in consultation with the Faculty Association Executive Committee, will select another Dean to serve the role of the Immediate Supervisor.

8.8.4 University Committee on Tenure and Promotion (UCTP)

The Provost will charge the UCTP with reviewing Mid-Probationary, Tenure and Promotion, and Promotion Applications and the materials supporting or not-supporting the application provided by the School RPT Committee and Immediate Supervisor.

The purpose of this review is to:

- a) Assure the process was complete and fair.
- b) Assure similar processes and levels of integrity have been applied to each application.
- c) Make a recommendation to support or not-support the application.

- 8.8.4.1 The UCTP is comprised of one (1) tenured faculty member from each College that shall serve staggered two (2) year terms. All members must hold a rank of Associate or Full Professor. Members are elected by a majority vote of the faculty of the College during the College meetings of Convocation Week. Additionally, an alternate UCTP representative for each College will be nominated and elected to serve in the event of a conflict of interest of the original UCTP representative. The Dean of the College will openly conduct this election and verify the results. The results will be reported to the Provost's office.



- 8.8.4.2 Faculty applying for tenure and/or promotion shall not be permitted to serve on the UCTP.
- 8.8.4.3 Committee members with a conflict of interest shall be recused from the case(s) in which the conflict exists.
- 8.8.4.4 Committee members will not be allowed to advocate for a recommendation on a case from their College that is counter to the recommendation of the School RPT Committee during the UCTP meetings.
- 8.8.4.5 Upon completion of the fall review of applications, the UCTP members will elect the chair of the committee for the following year and inform the Provost's Office. The UCTP Chair is responsible for calling the meeting the following fall in a timely manner as to assure each member has sufficient time to review all applications, and that there is sufficient time to provide letters to the applicants and the Provost by the deadline. The UCTP Chair shall also call any additional meetings required of the UCTP.

8.8.5 Provost

The Provost will be responsible for the review of Mid-Probationary, Tenure, and/or Promotion Applications.

In the case of a vacancy or conflict of interest, an eligible Vice Provost for Accreditation and Assessment will serve this role. If no eligible Vice Provost for Accreditation and Assessment exists, the President in consultation with the Faculty Association Executive Committee will select another academic administrator that is not the Immediate Supervisor of the faculty member to serve the role of Provost.

8.8.6 President

The President shall conduct a review of all Tenure and/or Promotion cases and of all negative Mid-Probationary recommendations. The President will also report the total number of applications, the number of denials, and the number of approvals of each type (Mid-Probationary, Tenure, and/or Promotion) to the Board of Trustees.

In the event of a Presidential vacancy or conflict of interest, all positive Tenure and Promotion and Promotion cases will be submitted by the Provost to the Board of Trustees directly.

8.8.7 Board of Trustees

The Board of Trustees will decide upon the positive recommendations for Tenure and/or Promotion. Those applications that are approved by the Board of Trustees will be announced at the January Board of Trustees meeting.

8.9 Evaluation Documents

Qualitative ratings used throughout many of these evaluations will be given as one of the following:

- a) *Exceeds Expectations*: Means the faculty member was highly effective in that activity/area.
- b) *Meets Expectations*: Means the faculty member was effective in that activity/area.

- c) *Met with Concerns*: Means the faculty member was effective but there is obvious room for improvement in that activity/area.
- d) *Needs Significant Improvement*: Means the faculty member was minimally effective in that activity/area.
- e) *Unsatisfactory*: Means the faculty member was not effective in that activity/area.
- f) *Not Applicable*: Does not apply to the faculty member.

8.9.1 Instructional Observations

Instructional evaluations will use the Instructional Observation form seen in APPENDIX C.

8.9.2 Student Evaluations

Students shall complete teaching evaluations each course offering for the instructor of each course. The evaluations will consist of a set of questions covering the lecture as seen in APPENDIX C and if applicable, a set of questions covering the laboratory as seen in APPENDIX C.

Students shall complete an advising evaluation each Academic Year for their academic advisor. The evaluations will consist of a set of questions covering advising as seen in APPENDIX C.

The Vice Provost for Accreditation and Assessment will provide the faculty member and Immediate Supervisor with their Student Evaluations for Teaching and Advising (when applicable) two (2) days after final grades are due for each course offering.

8.9.3 Immediate Supervisor Summative Evaluations

The Immediate Supervisor summative evaluation will use the Faculty Summative Evaluation Form seen in APPENDIX C. In the case of Joint Appointments with more than one (1) Immediate Supervisor, the Immediate Supervisors shall collaborate and create a single evaluation. The Immediate Supervisor from the faculty member's Primary Academic Unit is responsible for the initiation and coordination of the evaluation.

8.9.3.1 Feedback will be given in each of the applicable categories of faculty performance as well as in the category of collegiality. The feedback will be constructive and will include suggestions and guidance for the faculty member.

8.9.3.2 The Immediate Supervisor will give a qualitative rating of the faculty member's performance in each of the applicable categories.

8.9.3.3 If the Immediate Supervisor finds the faculty member's performance to be below the rating of Meets Expectations, the weaknesses that were identified must be documented.

8.9.4 School RPT Committee Review

The School RPT Committee Review will use the Faculty Summative Evaluation Form seen in APPENDIX C.

- 8.9.4.1 Feedback will be given in each of the applicable categories of faculty performance as well as in the category of collegiality. The feedback will be constructive and may include suggestions and guidance for the faculty member.
- 8.9.4.2 The committee will give a qualitative rating of the faculty member's performance in each of the applicable categories.
- 8.9.4.3 If the committee finds the faculty member's performance to be below the rating of Meets Expectations, the weaknesses that were identified by the committee must be documented.
- 8.9.4.4 If a faculty member's teaching is judged to be Unsatisfactory or Needs Significant Improvement, the likelihood of future improvement and the extent of the faculty member's contributions in other categories will be considered, but they will not substitute for a continued performance at these levels in teaching.

8.9.5 Mid-Probationary, Tenure, and/or Promotion Applications

The documents for the Mid-Probationary, Tenure, and/or Promotion Application will be in the same format and include:

- a) A concise and brief narrative describing the candidate's justification for Tenure and/or Promotion addressing the areas of Teaching, Professional Development/Scholarship, and Service. The narrative has a suggested length of twenty (20) pages and should follow a similar format to the Faculty Self-Evaluation and Reflection Report. In the case of a faculty member applying for promotion, the narrative will distinguish between accomplishments and contributions made before and after being awarded their current rank.
- b) The application will include the candidate's desired percentage weights for each of the areas given below. The selection of the weights must meet each areas minimums and must total 100%.
  - Teaching: 60% minimum
  - Professional Development/Scholarship: 5% minimum
  - Service: 10% minimum
- c) An explanation of the actions taken in response to prior evaluations, prior Mid-Probationary decisions (if any), and prior Tenure and/or Promotion decisions (if any).
- d) Copies of the Faculty Self-Evaluation and Reflections for no more than the past five (5) years.
- e) Copies of the School RPT Reviews for no more than the past five (5) years.
- f) Copies of the Summative Evaluations for no more than the past five (5) years.
- g) Copies of any Faculty Performance Improvement Plans within the past five (5) years, with the completed results.

- h) Curriculum Vita.
- i) A letter from Human Resources with the initial term of hire and current faculty rank.
- j) Letters of support.

#### 8.9.6 Mid-Probationary, Tenure, and/or Promotion Recommendations

All recommendations regarding Mid-Probationary, Tenure, and/or Promotion Applications shall be in the form of letters and shall include:

- a) The recorded vote (Yes, No, Abstention) for recommendation, if applicable;
- b) A report on the evidence used to reach the recommendation;
- c) All of the materials and evidence used in formulating the recommendation, including the application from the faculty member;
- d) A narrative summary of the rationale for the votes both for and against, if applicable, based upon all evidence and criteria considered.

8.9.6.1 Recommendations from a committee shall be written by a member of the committee. In the case of non-unanimous vote, a member of the majority will write the recommendation and must include a statement written by a member of the minority.

8.9.6.2 In the case of a faculty member with Joint Appointments, the recommendations of the School RPT Committees only go to that school's Immediate Supervisor. The respective RPT Committee recommendations will be discussed collaboratively by the Immediate Supervisors. The recommendation from the Immediate Supervisors must be made collaboratively.

#### 8.10 Faculty Mentors

Faculty Mentors are intended to give the faculty member constructive feedback outside of the normal evaluation process. Therefore, the specific results of meetings and classroom observations are kept private between the faculty member and the Faculty Mentor. However, the Faculty Mentor may provide an overall written summary of their opinions on the faculty members' performance to the School RPT Committee. If a Faculty Mentor is not a member of the School RPT Committee, they can be asked to address the committee and read their written summary.

8.10.1 Probationary faculty members or Immediate Supervisors may request the assignment of one (1) or more tenured faculty to serve as Faculty Mentors for the Academic Year.

8.10.2 Faculty Mentors shall meet at least once per month with the probationary faculty member to review all areas of faculty performance.

8.10.3 Faculty Mentors shall observe the probationary faculty member in the classroom using one (1) of the methods below.

- a) Visit the classroom of the probationary faculty member at least once per semester. Visits shall be arranged according to the process in Section 8.8.1.6.

b) Co-teach a course with the probationary faculty member.

#### 8.11 Faculty Performance Improvement Plans

The purpose of this Faculty Performance Improvement Plan is to address any summative evaluation ratings below “*Met with Concerns*” in any of the categories of faculty performance. The Immediate Supervisor and faculty member shall complete a Faculty Performance Improvement Plan (found in APPENDIX C) if the faculty member received an evaluation rating of “*Needs Significant Improvement*” or below in any category. Additionally, a Faculty Performance Improvement Plan can be initiated by the Immediate Supervisor in a non-evaluation year should a major concern arise within one (1) or more categories.

8.11.1 Prior to the initiation of a Faculty Performance Improvement Plan, there shall be a meeting to discuss the details with the faculty member, Immediate Supervisor, Faculty Association representative (chosen by the faculty member), and the Provost.

8.11.2 The initiation of a Faculty Performance Improvement Plan will result in a Summative Evaluation beginning the next evaluation cycle (starts May 15<sup>th</sup>) whether or not the faculty member was due for a summative evaluation.

8.11.3 If a faculty member is on a Faculty Performance Improvement Plan for three (3) consecutive years without significant improvement the faculty may be dismissed. Whether a faculty member has attained significant improvement is judged by both the Immediate Supervisor and the School RPT Committee, with each providing a written summary of their judgement to the Provost. In the case of a negative judgement by either the Immediate Supervisor or the School RPT Committee, the University Committee on Tenure and Promotion (UCTP) shall review the case and provide a written summary of their judgement to the Provost.

## 9 TENURE

### 9.1 Credit toward Tenure

- 9.1.1 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.
- 9.1.2 Faculty members on approved leaves of absence with pay shall accrue credit.
- 9.1.3 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.
- 9.1.4 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.
- 9.1.5 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.
- 9.1.6 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 they had been full-time, refer to Section 9.2.

### 9.2 Maximum Time before Tenure

#### 9.2.1 Hired as Instructor:

Faculty hired at the rank of Instructor will follow the typical timeline seen in Figure 1.

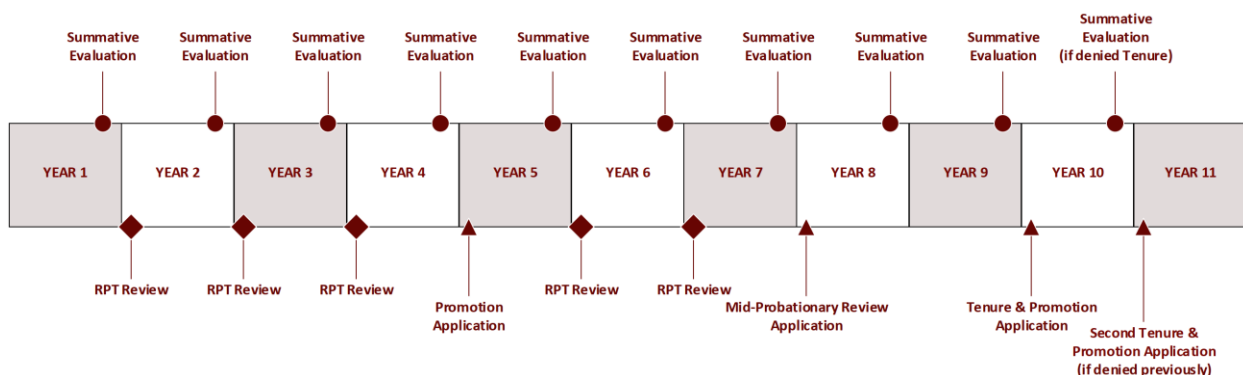


Figure 1: Typical Timeline for Faculty Hired at the Rank of Instructor

- 9.2.1.1 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.

9.2.1.2 If promoted to Assistant Professor as described in Section 9.2.1.1, the faculty member will have three (3) years to undergo a Mid-Probationary Review as outlined in Section 8.6.

9.2.1.3 After positive Mid-Probationary Review, the faculty member will apply for tenure within three (3) years. Failure to acquire tenure by the end of the maximum probationary period shall result in discharge from the University at the end of the Academic Year.

9.2.2 Hired as Assistant or Higher Rank:

Faculty hired at the rank of Assistant will follow the typical timeline seen in Figure 2.

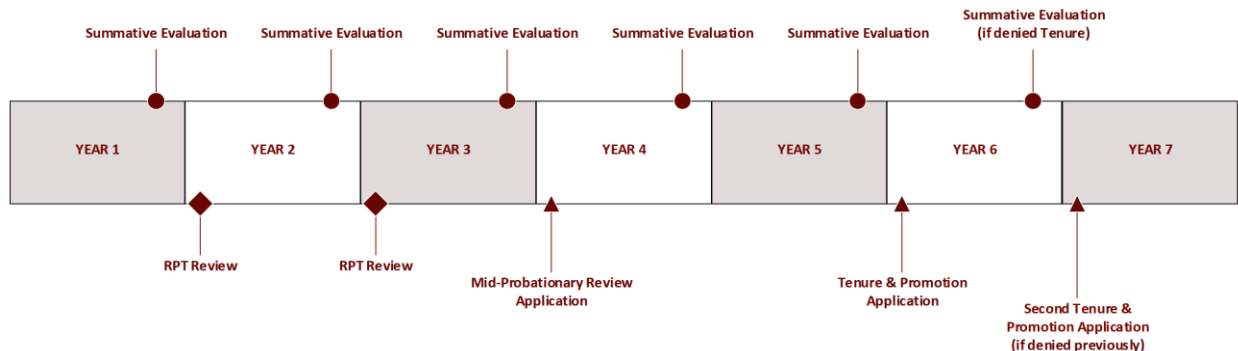


Figure 2: Typical Timeline for Faculty Hired at the Rank of Assistant or Higher

9.2.2.1 Faculty members have four (4) years to undergo a Mid-Probationary Review as outlined in Section 8.6.

9.2.2.2 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.

9.2.3 Failure to acquire tenure by the end of the maximum probationary period shall result in discharge from the University at the end of the Academic Year, refer to Section 9.3.1. Faculty denied tenure prior to elapse of the maximum probationary period shall be allowed to re-submit their application one (1) additional time for tenure in a subsequent year prior to expiration of the maximum probationary period unless non-renewed in accordance with Section 7.5 of the agreement. Applications for tenure may only come from faculty who have completed a Mid-Probationary Review or

received a full review when applying for promotion from Instructor to Assistant Professor.

9.2.4 Guidelines for Requesting Extensions of the Tenure Probationary Period or Promotion from Instructor to Assistant Professor

9.2.4.1 Requests for extensions must be made using the Request for Tenure/Promotion 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/promotion, 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/promotion and an outline and documentation of work on which progress has been hampered.
- f) Copy of vita.
- g) Copy of the mid-probationary review or previous full review if applied for promotion from Instructor to Assistant Professor, when applicable.
- h) Upon an extension request, the conditions under which the probationary period before the application for tenure/promotion will be considered for extension include the following:
  - 1) Approved leaves of absence.
  - 2) Immigration/visa status that does not permit the award for tenure for candidates who have been recommended for tenure.
  - 3) An extension recommended as an outcome of a hearing and/or appeal conducted pursuant to the Faculty Grievance Policy.
  - 4) Childbirth, adoption, or gaining custody of a child.
  - 5) The care of an ill and/or disabled child, spouse, documented same sex domestic partner if permitted by law, or parent.
  - 6) Personal illness.
  - 7) To receive prestigious awards, fellowships and/or special assignment opportunities.



- 8) To provide time to complete unique and specific requirements denoted in the original appointment letter or as required in Section 9.2.1.1 for appointment to Assistant Professor.
- 9) Other constraints outside of the individual's control.

#### 9.2.5 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) Two (2) Deans appointed by the Provost, One (1) of whom will chair the committee.
- b) One (1) tenured faculty member from each College elected by a majority vote at a College meeting.
- c) The committee members will be elected after an application is submitted.

The Committee verifies that the candidate has submitted all materials related to the minimum criteria outlined in Section 9.2.4.1. The Committee will provide a recommendation to the Provost within one (1) month of the application submission deadline.

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.

If an extension to the probationary appointment is approved by the Provost, it is not to exceed one (1) year. A faculty member may have no more than two (2) extensions, whether consecutive or nonconsecutive, during their tenure track probationary period. If moving from Temporary or Term to probationary status (see Section 9.1.6), faculty may have up to an additional four (4) years to allow for a satisfactory Mid-Probationary Review.

If the extension is denied the Provost will provide the candidate with a written reason.

### 9.3 Special Conditions Regarding Tenure

- 9.3.1 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.
- 9.3.2 No person outside the faculty shall acquire tenure.
- 9.3.3 No faculty member shall be granted tenure with their initial appointment.
- 9.3.4 A person who attained tenure and rank while a faculty member shall not lose their tenure and rank status because they leave the bargaining unit to continue employment at the University in a position outside of the bargaining unit.
  - 9.3.4.1 If a faculty member returns to the bargaining unit after being a Research Faculty they will forfeit one (1) year of promotion eligibility, up to a maximum of six (6) years, for each year outside the bargaining unit.

## 10 ACADEMIC CONDITIONS AND WORKLOAD

### 10.1 Non-Discrimination

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

### 10.2 Qualifications for Assigned Tasks

The Immediate Supervisor shall determine and document the courses which each Course-Instructor is qualified to teach. Such determination shall be made in documented collaboration with the individual Course Instructor and the faculty members of the school which houses the course.

The listing of Course-Instructors qualified to teach university courses shall be provided upon request, and shall include the instructor names, course(s) each Course Instructor is qualified and approved to teach, and other pertinent information including rationale and documentation related to tested experience. Supporting documentation will be on file with the Provost's Office.

#### 10.2.1 Minimum Qualifications for Accreditation

The University shall ensure that all Course-Instructors are appropriately qualified for the courses to which they are assigned. Qualified Course Instructors are identified by credentials and other factors consistent with the policies and guidelines issued by the Higher Learning Commission. The determination of teaching qualifications will be based upon review of:

- a) The individual's academic transcript(s).
- b) Documentation of the Course-Instructor's professional experience or expertise, including special certifications, licensure, evidence of independent study, scholarly publications, documented research, and/or professional activities.
- c) Faculty member's availability, experience within the past five (5) years as related to the assignment, and evaluation history.
- d) Other factors consistent with the policies and guidelines issued by the Higher Learning Commission.

The listing of Course Instructors qualified to teach university courses shall be provided upon request, and shall include the instructor names, the course(s) each Course Instructor is qualified and approved to teach, and other pertinent information including rationale and documentation related to tested experience. Supporting documentation will be on file with the Provost's Office.

A Course-Instructor's teaching qualifications shall be reviewed by the Immediate Supervisor at the time of the summative evaluation, and can be reviewed anytime at the request of the individual Course-Instructor, or the Immediate Supervisor(s), and by the voted request of the faculty of the school in which the course is housed, but no more than once per semester (no reviews will occur during the summer). The Course-Instructor must be notified prior to any review of teaching qualifications leading to a change in the Teaching Qualifications Form (APPENDIX D). The Teaching

Qualifications Form is used for all undergraduate and graduate courses and the same process followed at both levels.

The Administration and Faculty agree to the importance of a qualified faculty and agree to work collaboratively to assist faculty to achieve qualifications consistent with HLC guidelines. In making teaching assignments, supervisors will consider, in the following order: qualified faculty in the school where the course is housed, qualified faculty outside the school, qualified adjuncts or other qualified employees.

Appeals of qualification determination may be made by submitting written rationale and justification, which may include the results of external consultation, to the Provost within thirty (30) University days of the determination of qualifications. The Provost will provide a detailed written response with justification within fifteen (15) University days.

#### 10.2.2 Course Assignments

After meeting minimum qualifications as described in 10.2.1, the following criteria may also be considered for course assignment:

- a) Satisfactory Student, Peer, and Immediate Supervisor evaluations related to the assignment.
- b) A substantiated pattern of student complaints related to the course and/or Instructor.

In making teaching assignments, supervisors will consider, in the following order: qualified faculty in the school where the course is housed, qualified faculty outside the school, and qualified adjuncts or other qualified employees.

#### 10.3 Teaching Loads

10.3.1 For the purpose of defining teaching loads and supplemental assignments, one (1) Contract Hour shall be considered as one (1) class hour of lecture (as defined in 10.4.2) at the undergraduate level; one and one-half (1.5) hours of laboratory instruction at the undergraduate level; or five-sixths (0.833) 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.

In practice this would mean:

1 lecture hour at undergraduate level = 1 Contract Hour

3 lecture hours at undergraduate level = 3 Contract Hours

1 lab hour at undergraduate level = 2/3 Contract Hours

2 lab hours at the undergraduate level = 1.33 Contract Hours

3 lab hours at the undergraduate level = 2 Contract Hours

1 lecture hour at graduate level = 1.2 Contract Hours

3 lecture hours at graduate level = 3.6 Contract Hours

- 10.3.2 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 thirty-six (36) Contract Hours for tenured faculty and thirty-two (32) hours for probationary faculty.
- 10.3.3 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 (4<sup>th</sup>) week of each semester. Summaries of load (including Student Credit Hours) by Full Time, Regular Part Time, and Adjunct Faculty for each School will be submitted to the Association President by the beginning of the fifth (5<sup>th</sup>) week of each semester.
- 10.3.4 Faculty members may accept but will not be discriminated against for not accepting a supplemental assignment which is in addition to regular load during the Academic Year. The Immediate Supervisor can assign up to fifteen (15) Contract Hours based on demonstrated need in the fall or spring semester of an academic year. Compensation for all supplemental assignments will be consistent with the terms in Sections 16.7 and 16.8. Supplemental assignments may be used to allow faculty to reach full regular load for the Academic Year.
- 10.3.5 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 accuracy. The Load Reports must be returned to the University within three (3) university days after the add/drop date. 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 three (3) 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. Any faculty member not returning their load report on time may not receive their overload pay on time as defined in Section 16.8.1.3.
- 10.3.6 Preliminary load reports including release time and special assignments will be provided to faculty by the end of the 10<sup>th</sup> week of the preceding semester of the academic year. All preliminary load reports and release time assignments are subject to change.
- 10.3.7 Any librarian who is assigned to teach any class shall have their workload reduced accordingly or be paid overload for the teaching assignment.
- 10.3.8 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.

- 10.3.9 Faculty assignments shall not exceed five (5) days per week, without the consent of the faculty member. A faculty member shall not be assigned both Saturday and Sunday without their consent.
  - 10.3.9.1 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.
  - 10.3.9.2 There shall be no fixed number of days a faculty member shall be required to report to campus.
- 10.3.10 Faculty teaching loads shall not exceed four (4) separate lecture preparations for any one (1) semester without the consent of the faculty member involved. Each separate laboratory shall count as one-half (0.5) lecture preparation; each separate recreation activity course shall count as one-third (0.333) lecture preparation.
- 10.3.11 Each faculty member shall schedule, with the approval of their Immediate Supervisor, a minimum of five (5) office hours per week during weeks in which instruction occurs at the University. With permission of the Dean, one (1) or more of the hours may be virtual. Virtual office hours shall be open to students with no appointment needed. A faculty member shall not be required to schedule office hours more than two (2) hours prior to or following an assigned class. Regular part-time faculty members shall have pro-rated office hour requirements. All times and modality will be clearly communicated to students both in the syllabus and visibly at the faculty member's office.
- 10.3.12 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 evaluation constitutes an essential component of a faculty member's professional responsibilities.
- 10.3.13 Continuing scholarly activity is required of regular graduate faculty members as described in Section 7.1.6 of this contract.
- 10.3.14 Practicum/Internship Formula
  - 10.3.14.1 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:

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

### *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 Course 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 (0.5) lecture preparation for purposes of Section 10.3.14 of this Agreement. Practicum or internship courses offered for variable credit and bearing the same course number and name, are considered one-half (0.5) lecture preparation. Example: A course may be offered for four (4), six (6), eight (8), or twelve (12) credits; some students may be enrolled for four (4), six (6), eight (8), or twelve (12) credits, but the course would be considered the equivalent of only one-half (0.5) lecture preparation.

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

10.3.14.3 If a faculty member, after teaching a practicum or internship, feels that they are not able to conscientiously teach the course within the workload parameters established, they may remove the course from the list of courses (described in Section 10.2) which they are to teach for the next Academic Year. Such removal may result in less than a full load, with corresponding change from full- time status.

#### 10.3.15 Class Sizes and Schedules

10.3.15.1 The Dean of each school, after an exchange of facts and/or opinions with their 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 their 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.

10.3.15.2 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 their courses taught in the department or school.

10.3.15.3 In the event of a disagreement between the Immediate Supervisor and the faculty member in Section 10.3.15.2, the maximum or minimum number of students in the courses involved shall be established by the Provost.

10.3.15.4 Nothing in this Agreement shall require a workload adjustment when a faculty member wants to divide an assigned class into more than one (1) section.

10.3.15.5 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 10.3.2.

10.3.16 If the student credit hour (SCH) generation of adjunct and/or term appointments, for an academic year, as reported on load reports, 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 Faculty Association may notify the Provost's Office. Notifications to the Provost Office two (2) academic years in a row will result in a new faculty position. The Immediate Supervisor in consultation with the School faculty will decide whether to hire for the next Academic Year, or conduct a search in the next Academic Year.

#### 10.4 University Calendar

10.4.1 Annual academic calendars shall be ratified by the University and the Faculty Association President.

10.4.2 The regular Academic Year shall consist of two (2) semesters. In addition, the Tuesday through Friday prior to the fall semester and the Friday before Spring semester start are reserved for assemblies and activities, and two (2) days following each semester for grading, assessment, and department/school meetings. Each semester shall have at least 69 scheduled instructional days, followed by five (5) days



for final examinations. A regular scheduled class 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.

- 10.4.3 To preserve the flexibility needed in the scheduling of winter and summer classes, the Association waives negotiation of winter and summer calendars provided the hours of instruction are comparable to those scheduled during the regular Academic Year.
- 10.4.4 Each graduate hour will meet for fourteen (14) class hours of instruction plus the final exam period.

## 10.5 Working Conditions

The University shall provide to faculty members without charge:

- a) 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) Academic Assistant support.
- e) Access to the necessary teaching resources such as software, computers, copiers, and classroom/laboratory supplies and equipment.
- f) Common supplies such as paper and pens.
- g) A maximum of two (2) parking permits for faculty members.
- h) Semester library loan and reserve privileges.
- i) Classroom audio visual equipment and the staff to deliver and set up such equipment.
- j) Any physical examinations required by the University, or by law, in connection with a faculty member's professional obligations.
- k) All identification cards the University wants the faculty members to obtain.
- l) The distribution of all payroll and personal information in a confidential manner.
- m) A private room for counseling students, by reserving the room through the Library.
- n) Canadian nursing registration fees for Michigan nursing faculty, and chauffeur license fees, if required of faculty in the performance of their professional duties.
- o) A faculty lounge. Members of the faculty and staff are welcome to reserve a room in the Cisler Center during the regular hours of operation of the center, provided one is available. Furnishing of additional facilities or services, in conjunction with the use of the room, shall be the responsibility of the faculty and/or the Association.

10.5.1 Faculty Resources for Teaching and Scholarly Activities

The deans will annually supply to the chairs by August 1<sup>st</sup> a report on how course fees were spent.

10.6 Workload Adjustments for Special Assignments

10.6.1 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.), 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 10.6.4.1; however, compensation for activities (such as facilitation, grant administration, research, clinic work, or consulting) conducted through the University and financed with extramural funds, shall not be limited by application of the formula specified in Section 10.6.4.1.

10.6.1.1 A faculty member with an Academic Year average (as calculated on the sixth class day of each semester) of 50-80 assigned advisees (primary advisees + secondary advisees from outside the Academic Unit) will be awarded a non-load bearing supplemental assignment of 1.00 Contract Hours. A faculty member with an Academic Year average of 81-95 advisees (primary advisees + secondary advisees from outside the Academic Unit) will be awarded a non-load bearing supplemental assignment of 1.50 Contract Hours. No faculty member shall be assigned more than 95 advisees. Banner™ reporting on the census date will be the source of data for the number of advisees. The resulting extra advising load will be treated as a non-teaching, non-load-bearing supplemental assignment, as defined by Section 7.1.9, and not be advertised. Compensation will be included in the second pay period of February. Immediate Supervisors of faculty with Joint Appointments will collaborate on the assignment of advisees.

10.6.2 School chairs are recommended by vote of the school faculty and approved by the Dean, for a three- (3) year term, pending satisfactory evaluations. They shall receive three (3) hours of release time per semester (fall and spring). The school chairs will also receive a stipend for the Academic Year of 2022-2023 in the amount of \$3,000 per semester (fall, spring, and summer); for the Academic Year of 2023-2024 in the amount of \$3,500 per semester (fall, spring, and summer); for the Academic Year of 2024-2025 in the amount of \$3,500 per semester (fall, spring, and summer); for the Academic Year of 2025-2026 in the amount of \$3,500 per semester (fall, spring, and summer); and for the Academic Year of 2026-2027 in the amount of \$4,000 per semester (fall, spring, and summer).

10.6.3 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.

10.6.4 Each special assignment, per Section 10.6.1, 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.

10.6.4.1 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 (1) 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 (1) or more of the laboratory sections (if applicable). (A special assignment description for coordination of laboratory sections of a course need only be approved and disseminated, per Sections 10.6.3 and 10.6.4, one time, unless duties are substantially changed.)

## 10.7 Off-Campus Teaching Assignments

### 10.7.1 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. This does not apply to virtual learning.

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 meeting 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 10.3.11 may be scheduled at the Regional Center.

### 10.7.2 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.

### 10.7.3 Distance Education

Distance education courses are those credit bearing courses delivered to and taken by students who may not be co-located with the faculty member(s) who are responsible for the course. These courses may be designated “Completely Online” – either synchronous or asynchronous. 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 face to face courses.

### 10.8 Team Teaching

When a course or laboratory is taught by more than one (1) 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 10.3 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, their load report would show  $(0.30 \times 3 \text{ cr}) = 0.90$  contract hours in load and  $(0.30 \times 1 \text{ prep.}) = 0.30$  preparations.

### 10.9 Independent/Directed Study

For the purpose of Section 10.3 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:

$$\text{Contract Hours} = (\text{Credit Hours} * \text{Enrollment})/10$$

$$\text{Preparations} = (\text{Enrollment}/10)$$

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 their 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.

### 10.10 Instruction using Pre-recorded Material

In the event that a faculty member requests pre-recorded materials for instruction from another and both the other faculty member and Dean agree, the Dean will credit up to 0.10 times the number of Contract Hours credited for the course.

### 10.11 Intellectual Property Rights

For information regarding Intellectual Property Rights, see APPENDIX A.

## 11 GRIEVANCE PROCEDURE

### 11.1 Grievance

If a faculty member has a complaint which they wish to present to the administration, they are 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.

Both Lake Superior State University and the Lake Superior State University Faculty Association agree that solving problems before they become a grievance is desirable. If the two parties can reach agreement by engaging in dialogue through E-mail, verbal conversations, or meetings, the parties agree that the first step of the grievance timelines will be put in abeyance. Such an abeyance can only occur if within ten (10) University Days the President of the Faculty Association meets with the Provost and declares that there is a potential grievance due to an alleged violation of the terms and conditions of the Agreement and the Provost agrees to an abeyance. If such an abeyance occurs, the parties agree that the abeyance will continue for a maximum of ten (10) University days until there is a resolution or either party declares "We are at an impasse." When an impasse is declared or the ten (10) University Days have elapsed, the timelines shall come out of abeyance.

### 11.2 Steps in the Grievance Procedure

The steps in the grievance procedure are as follows:

#### 11.2.1 First Step: Immediate Supervisor

A faculty member who has a grievance concerning their employment should promptly, and in no event later than fifteen (15) University days after the grievance may reasonably be known to exist, inform their 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 five (5) 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 E) documenting the alleged violation of the Agreement.

If the aggrieved faculty member does not receive a satisfactory resolution of the grievance within five (5) 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.

#### 11.2.2 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.

#### 11.2.3 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.

#### 11.2.4 Fourth Step: Arbitration

11.2.4.1 If after the Third 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 Third 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.

11.2.4.2 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.

11.2.4.3 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.

- 11.2.4.4 In making their 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, not to retain a faculty member on a supplemental assignment, or not to promote by the School Retention, Promotion, and Tenure (RPT) Committee.
  - 11.2.4.5 The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue their reasoned decision within thirty (30) days after the conclusion of testimony and argument.
  - 11.2.4.6 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.
  - 11.2.4.7 Expedited arbitration may be utilized by mutual agreement of both parties.
- 11.2.5 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.
- 11.2.6 Miscellaneous Provisions Concerning Grievances
- 11.2.6.1 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.
  - 11.2.6.2 Any grievance initiated under this Agreement shall be processed in accordance with this grievance procedure until resolution, notwithstanding the expiration of this Agreement.
  - 11.2.6.3 No reprisals of any kind shall be taken against faculty members for participating in a grievance.
  - 11.2.6.4 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.

11.2.6.5 If any faculty member for whom a grievance is sustained shall be found to have been unjustly discharged, they 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 them and their record cleansed of any reference to this action; however, nothing in this paragraph shall prevent the arbitrator from exercising judgment in an award.



## 12 LAYOFF AND RECALL OF FACULTY MEMBERS

- 12.1 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 15<sup>th</sup> of the year preceding the layoff, if possible.
- 12.2 Non-renewal of a probationary faculty member shall not be considered a layoff under this section.
- 12.3 The following shall be considered in the lay-off of a faculty member: length of service in the University and academic qualifications pursuant to Section 10.2. 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 10.2, 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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.

## 13 CURRICULUM DEVELOPMENT

### 13.1 Curriculum Committee and General Education Committee

- 13.1.1 The Curriculum Committee and the General Education Committee shall each be composed of faculty, one (1) elected from each School (Librarians will be considered part of the School of Arts and Letters); two (2) students, chosen by Student Government; the Provost; and two (2) Deans appointed by the Provost. To serve as a school representative on the General Education or Curriculum Committee the faculty member must have at least 18 Contract Hours per Academic Year composed of teaching and/or chair release within the represented school. The Registrar and Vice Provost for Accreditation and Assessment shall serve as ex-officio members of the committees.
- 13.1.2 The faculty representatives of the Curriculum and General Education Committees shall be elected by the faculty in each unit by March 1<sup>st</sup>, 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.
- 13.1.3 The Curriculum and General Education Committees will adopt Bylaws to guide committee protocol. The Bylaws do not replace any current contract language.
- 13.1.4 The Curriculum and General Education Committee will each be chaired by a tenured faculty member elected by the Committee's members with the Provost serving as co-chair.

### 13.2 Curriculum Committee Procedures

- 13.2.1 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.
- 13.2.2 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.

- 13.2.3 If approved, the proposal shall then be submitted to the Dean for their approval; if they concur with the school's recommendation, the proposal shall be forwarded to the Curriculum Committee.
  - 13.2.4 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.
  - 13.2.5 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.
  - 13.2.6 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.
  - 13.2.7 Changes in procedures shall be distributed to Deans and Chairs within thirty (30) University days after the first meeting of the Curriculum Committee.
  - 13.2.8 Where there is a difference of opinion between the Provost and the Curriculum Committee concerning curriculum, the matter may be appealed to the Board of Trustees.
  - 13.2.9 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.
- 13.3 General Education Committee Procedures
- 13.3.1 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.
  - 13.3.2 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, winter, 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.
- 13.3.3 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.
- 13.3.4 If approved, the proposal shall then be submitted to the Dean for their approval; if they concur with the school's recommendation, the proposal shall be forwarded to the General Education Committee.
- 13.3.5 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.
- 13.3.6 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.
- 13.3.7 Changes in procedures shall be distributed to Deans and Chairs within 30 University days after the first meeting of the General Education Committee.

## 14 LEAVES OF ABSENCE AND PROFESSIONAL DEVELOPMENT

### 14.1 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/scholarship, 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. (see Section 15.8 regarding fringe benefits for leaves of absence without pay.)

#### 14.1.1 Application

The faculty member shall make their request for leave without pay to their immediate supervisor, stating the reason for the leave, the period of absence, and the expected date of return. When possible, this application shall be made by January 15<sup>th</sup> of the Academic Year preceding the Academic Year in which the leave is to occur.

#### 14.1.2 Approval

The Immediate Supervisor shall make their recommendation to approve or deny the request for leave without pay to the Provost. If the Provost overrules the recommendation of the Immediate Supervisor, they shall make their 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.

#### 14.1.3 Length of Leave

The period of the leave shall not exceed twelve (12) 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, the President, and the Board of Trustees.

14.1.4 If, in the event of extenuating circumstances beyond their control, a faculty member on leave who wishes to return to the University before the expiration date of the leave must submit a written request to their Immediate Supervisor. In such cases, the Provost will make the determination if the faculty member will return to payroll.

14.1.5 Upon expiration of the leave of absence without pay, the faculty member shall be reinstated in their former position with at least their former rank and at least the salary they would have received had the leave not been taken.

#### 14.1.6 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 one-half (0.5) day basis, with one-half (0.5) days' pay deducted when a faculty member misses part of their 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 (1) day's duration, intervening days shall be counted as full work days if classes are in session, including the final examination period, even when the faculty member has no professional obligations scheduled for that particular day.

## 14.2 Leaves of Absence with Pay

### 14.2.1 Vacations

Full-time twelve (12) month faculty members accrue up to seven and four tenths (7.4) hours of vacation per pay period. Unused vacation time shall not be accumulated beyond thirty-six (36) days or two-hundred-eighty-eight (288) hours. Faculty members on Academic-Year appointment do not accrue vacation, but have the normal days off associated with the academic calendar.

### 14.2.2 Sick Leave

#### 14.2.2.1 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 one-half (0.5) 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.

#### 14.2.2.2 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 eighty (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 twelve-hundred (1,200) hours.

14.2.2.3 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 they have exhausted their 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 one-hundred-twenty (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.

14.2.3 Remote Work

14.2.3.1 Quarantine/ Isolation

Faculty who are unable to work in-person due to quarantine or isolation by the Federal Government, Michigan State Government, local governments, or by LSSU policy, shall not be charged sick leave if able to effectively work remotely as determined by their Immediate Supervisor.

14.2.3.2 Other Medical Directives

Faculty who are unable to work in-person due to other medical directives by a health care professional shall not be charged sick leave as long as they have an approved fit for duty form on file with Human Resources and if able to effectively work remotely as determined by their Immediate Supervisor.

14.2.4 Funeral Leave

14.2.4.1 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, child, stepchild, sibling, stepsibling, half-sibling, parent, stepparent, foster parent, grandparent, or grandchild, of either employee or spouse, or a person having lived in the employee's household for one (1) calendar year or more before death.

14.2.4.2 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.

14.2.4.3 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.

14.2.4.4 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.

#### 14.2.5 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.

#### 14.2.6 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. Faculty members shall furnish the Human Resources Office 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 their 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.

#### 14.2.7 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.

#### 14.2.8 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 one-half (0.5) 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. Provost approval is required for leaves which span more than two consecutive University days.

#### 14.2.9 Family Leave and Medical Act (FMLA) Requests

Faculty Members are eligible for FMLA if they have been employed by the Employer for at least twelve (12) months and must have worked at least twelve-hundred-fifty (1,250) hours during the twelve (12) month period immediately preceding the faculty member's request for leave or the date on which the leave commences, whichever comes first. FMLA will be administered in accordance with the Family and Medical Leave Act of 1993.

A faculty member approved for FMLA may apply for a leave extension of up to four (4) additional weeks per approved FMLA leave. The application for extension shall be



submitted to Human Resources. The extension may be approved by Human Resources and the Provost, with the duration (four (4) 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.

Sick time and approved extended leave will be prorated for overload in a given term. Approved extended leave will not be prorated, up to twelve (12) contract hours in a given term, and will be included in the faculty member's load report.

#### 14.3 Professional Development Funds

14.3.1 The University will provide each full-time faculty member a sum of \$1,400 per Academic Year for professional development. Professional Development Funds shall be allocated on a prorated basis for regular part-time faculty members.

14.3.2 The professional development allocation may be used to permit the individual faculty member to recommend certain purchases from the faculty member's 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 their 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.

14.3.3 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.

14.3.4 By written agreement, faculty may allocate a portion or all of their professional development funds to another faculty member.

14.3.5 A faculty member's Professional Development Fund shall carry over from Academic Year to Academic Year, but not to exceed \$4,500. Fund balances in excess of \$4,500 in an individual's account shall revert to the individual's Primary Academic Unit's fund for faculty development.

#### 14.4 Sabbatical Leaves

14.4.1 For the first three (3) Academic Years (2022-2023, 2023-2024, and 2024-2025) of this Agreement the University shall grant a total of up to three (3) semesters of sabbatical leave at full pay. If in any given year, the University does not award all of the three (3) semesters, then the University shall grant up to a maximum of four (4) semesters of sabbatical leave at full pay for the following year only until Academic Year 2024-2025.

For the 4<sup>th</sup> and 5<sup>th</sup> Academic Years (2025-2026 and 2026-2027) of this Agreement the University shall grant a total of up to four (4) semesters of sabbatical leave at full pay.

- 14.4.2 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 they have not had a sabbatical leave within the previous five (5) years.
- 14.4.3 A Sabbatical Leave Committee, comprised of two (2) Deans appointed by the Provost, and six (6) faculty members elected by the faculty shall consider the applications for sabbatical leave and make recommendations to the Provost. The six (6) faculty members shall be elected as follows:
- One (1) from each College and remaining member(s) elected at large from all faculty.
  - The Deans of the Colleges will conduct the College elections.
  - The Faculty Association will conduct the election for the at-large member(s).
- 14.4.4 Faculty members shall serve staggered two-year terms. Faculty members cannot apply for sabbatical leave while serving as members of this committee.
- 14.4.5 Application forms for sabbatical leave must be obtained from the Provost's Office. Applications are due to the Provost's Office by September 15<sup>th</sup>. The Provost will designate one (1) of the appointed Deans to convene the first meeting before September 20<sup>th</sup>. The following 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.
- 14.4.6 Sabbatical Leave Committee decisions are due to the Provost by October 10<sup>th</sup>. The Board of Trustees shall make their decisions during the first Board meeting following the Sabbatical Leave Committee decision.
- 14.4.7 Faculty members accepting a sabbatical leave shall be required to agree to return to the University for one (1) full Academic Year immediately following such leave or repay the University for the compensation received during the sabbatical leave.
- 14.4.8 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. Faculty will also be required to give a university seminar on the outcomes of their sabbatical experience within the first semester of returning.

## 15 FRINGE BENEFITS

### 15.1 Health, Dental and Vision Insurance

The University agrees to provide the following insurance benefits for each full-time faculty member and their spouse, and single dependent children, as defined by the IRS. Health, Dental and Vision Insurance premiums are subject to copays as defined in 15.1.1.1.

#### 15.1.1 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, 2013the 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.

##### 15.1.1.1 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.

#### 15.1.2 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.

#### 15.1.3 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.

#### 15.1.4 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 or the Teachers Insurance and Annuity Association of America (TIAA).

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.

## 15.2 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.

## 15.3 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.

## 15.4 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.

## 15.5 Retirement

- 15.5.1 Each faculty member hired after January 1st, 1996 not belonging to MPERS, shall participate in the Teachers' Insurance Annuity Association College Retirement Equities Fund (TIAA).
- 15.5.2 Contributions by the University for faculty members in the Michigan Public Schools Employees' Retirement System are determined annually by the State of Michigan.
- 15.5.3 TIAA contributions are based on each faculty member date of hire.
  - 15.5.3.1 For each faculty member hired before July 1st, 2014 and enrolled in TIAA, the University's contribution shall be equal to twelve percent (12%) of the faculty member's gross annual earnings (subject to exceptions noted in 15.5.4 and 15.5.5) at the University as well as any Worker's Compensation benefits received as an off-set against such earnings.
  - 15.5.3.2 For each faculty member hired after July 1st, 2014 and enrolled in TIAA, the University's contribution shall be equal to ten percent (10%) of the faculty member's gross annual earnings (subject to exceptions noted in 15.5.4 and 15.5.5) at the University as well as any Worker's Compensation benefits received as an off-set against such earnings.
- 15.5.4 The University will not make TIAA 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. It is expressly understood that since mid-semester break ('winter term') occurs during the course of the normal appointment duration that LSSU will make TIAA contributions for salary or wages earned during this time.
- 15.5.5 Faculty members may request in writing that non-teaching supplemental or grant wages be exempt from TIAA 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.
- 15.5.6 All faculty members are eligible to make additional contributions to their TIAA accounts as allowed by federal government regulations.

## 15.6 Payment of Sick Leave Benefits upon Retirement

- 15.6.1 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 MPERS, including MIP provisions, or TIAA 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 participants must meet the same requirements as though they were under the MPSERS Retirement System.

15.6.2 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.

15.6.3 At the option of the faculty member, the benefits permitted in Section 15.6.1 may be reduced proportionately to cover the faculty member's portion of the liability of 15.1.2.

#### 15.7 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.

#### 15.8 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. The faculty member will be responsible for the faculty member's portion of the insurance as referred to in Section 15.1.1.1.

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.

#### 15.9 Insurance Information

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

#### 15.10 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 a percentage, according to the schedule below, 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.

- Faculty members with less than three full years of employment: Eligible individuals per above will pay fifty percent (50%).
- Faculty members with three or more full years of employment: Eligible individuals per above will pay in the first and second Academic Year (2022-2023 and 2023-2024) thirty percent (30%); third and fourth Academic Year (2024-2025 and 2025-2026) twenty-five percent (25%); and fifth Academic Year (2025-2026) twenty percent (20%).

Applications for attendance and tuition waiver must be filed with the Human Resource office prior to the end of the add/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.

#### 15.11 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%.

#### 15.12 Admission to University Events

- 15.12.1 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.
- 15.12.2 Spouses and dependent children of faculty members shall be admitted to athletic events at one-half the regular ticket price.
- 15.12.3 A season hockey ticket shall be made available to all faculty members
- 15.12.4 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.

15.12.5 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.

15.13 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.

## 16 PROFESSIONAL COMPENSATION

### 16.1 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.

### 16.2 Base Salary Adjustments for Promotion and Educational Level Advances

16.2.1 Faculty members receiving promotions shall receive the following adjustment to their salary:

Instructor to Assistant Professor.....	\$2,500
Assistant Professor to Associate Professor .....	\$3,500
Associate Professor to Professor .....	\$5,000

16.2.2 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 to the faculty member's base salary.

The educational levels and adjustments are as follows:

- a) Bachelor's degree
- b) To Master's degree: \$1,500
- c) To Master's degree plus 30 graduate semester hours or equivalent: \$2,000
- d) To Doctorate degree: \$2,500

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

### 16.3 Salary Adjustments

16.3.1 An increase will be applied to each faculty member's base salary according to the schedule below:

- In year 1 of the agreement the faculty member shall receive \$2,100 or 3.2%, whichever is greater;
- In year 2 of the agreement the faculty member shall receive \$2,300 or 3.2%, whichever is greater;
- In year 3 of the agreement the faculty member shall receive \$2,500 or 3.2%, whichever is greater;
- In year 4 of the agreement the faculty member shall receive \$2,700 or 3.2%, whichever is greater;
- In year 5 of the agreement the faculty member shall receive \$2,900 or 3.2%, whichever is greater.

16.3.2 Effective dates for an annual wage increase shall be the first full pay period of the fall semester.

16.3.3 Faculty members are eligible for a salary adjustment after their first full year of employment.

For faculty members hired starting in the spring semester, they will be paid half of the annual salary adjustment starting the spring semester after their first full year of employment. In the fall semester following the faculty member's first full year of employment, they will receive the annual salary adjustment the same as the other eligible faculty members and continue on the annual salary adjustment plan that occurs in fall semester each year.

16.4 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.

16.5 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 they would have been entitled to had they remained on the LSSU campus, in the performance of their 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 their educational level factor, the appropriate increments for these changes shall be applied after the other adjustments have been made.

16.6 Compensation for Special Assignments

16.6.1 Faculty members may receive extra compensation and/or release time for responsibilities associated with special assignments permitted under Section 10.6.1 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 10.6.3. 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.

16.6.2 Compensation for special assignments shall begin upon commencing of duties and shall not become part of a faculty member's base salary.

16.6.3 The University will provide the Association by September 30<sup>th</sup> of each year, a complete list of all faculty members who will have special assignments, under provisions of Section 10.6 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.

## 16.7 Other Compensation

### 16.7.1 Compensation for Supplemental Assignments

Effective the first pay of the 2022/2023 Academic Year, faculty members' compensation shall be \$ 1,034 per contract hour for their supplemental assignments during the academic year. Effective each subsequent academic year, the rate in effect the prior year shall be adjusted by average annual change January 1 - December 31 in the consumer price index for all urban consumers, not to exceed twenty-five dollars per contract hour.

A faculty member shall be compensated for supplemental assignments during the winter and summer semester at the rate of .025 times that faculty member's yearly base salary.

### 16.7.2 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 (Section 10.7.1), if a faculty member is required to be absent from campus overnight or during meals, they shall be reimbursed for lodging and meals according to University policy.

## 16.8 Supplemental Compensation

### 16.8.1 Contract Hour Supplemental Assignments

16.8.1.1 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 16.7.1. 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.

16.8.1.2 Faculty members who have been awarded leave under Section 14 will be compensated for supplemental assignments as follows:

- a) Full-time faculty members who have been awarded two (2) semesters of approved leave will have all supplemental contract hours compensated for at the rate specified in Section 16.7.1.
- b) Full-time faculty members who have been awarded one (1) semester of approved leave will be compensated for any hours in excess of twelve (12).

16.8.1.3 Payment for contract hours in excess of fifteen (15), assigned during the fall semester, shall be made the fourth (4<sup>th</sup>) pay period of the fall semester, unless waived or deferred by the faculty member. Payment for contract hours in excess of twenty-four (24), for which compensation has not been previously made, shall be made the fourth (4<sup>th</sup>) pay period of the spring semester. These pay dates will be listed in the "Important Dates" memo which is jointly issued and approved by the University Provost and the President of the Faculty Association.

16.8.1.4 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.

#### 16.8.2 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 fourth (4<sup>th</sup>) pay period of the spring semester. Student credit hours are determined on the basis of student enrollment at the end of the second (2<sup>nd</sup>) week of each semester.

#### 16.8.3 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.

### 16.9 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 16.2.
- c) Any other special compensation.

### 16.10 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.

### 16.11 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 Sections 16.7.1 and 16.8.1 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:

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

16.12 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 10.3.1 of the Agreement.

## 17 NEGOTIATIONS PROCEDURE

If either party desires to modify or change this Agreement, it shall by March 1<sup>st</sup>, 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.

## 18 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.



## 19 AGREEMENT NORMS AND EXPECTATIONS

### 19.1 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 in their professional role.

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

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 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.

### 19.2 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.

### 19.3 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. Additional program review requirements may apply for specialized accreditation or overall university review.

### 19.4 Evaluation, Promotion, and Tenure Both parties agree

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 requirements will adhere to the requirements noted below (see “Documentation”).
- b) The maximum probationary period before tenure is outlined in Section 9.2.

**For Promotion:**

All faculty applying for promotion will follow the process outlined 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 8-14-2014 through 8-31-2017, Agreement 9-1-2017 through 8-31-2018, and Agreement 11-27-2019 through 8-31-2022) documents generated before ratification of this Agreement, as well as contractually defined documents generated in accordance with this Agreement.

## 20 DURATION OF AGREEMENT

This Agreement shall remain in full force and effect through June 30, 2027. 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: July 15, 2022

LAKE SUPERIOR STATE UNIVERSITY




Dr. Rodney S. Hanley  
University President

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



Dr. Joseph Moening  
Faculty Association President



Dr. Lynn G. Gillette  
Provost & Vice President of Academic Affairs



Kurt Murray  
MEA-NEA – UniServ Director, 14-B

## APPENDIX A Intellectual Property Policy

Intellectual Property refers to creations of the mind such as inventions; literary and artistic works; designs; and symbols, names, and images used in commerce. Intellectual property is legally protected through patents, copyright, and/or trademarks. (World Intellectual Property Organization).

Generally speaking, if substantial 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 follows standard academic practice and 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.

Prior to beginning any work for which the faculty member wishes to retain intellectual property rights, the faculty member should confirm ownership in writing. The following general guidelines are not all inclusive.

### **University owned:**

- University commissioned work.
- Creator initiated work done with substantial use of university resources including equipment, staff, or materials.
- Creator initiated work supported with university money, including LSSU funded grants, or release time.

### **Creator owned:**

- Traditional academic works such as books, articles, art, plays, films, and musical compositions unless commissioned by the University or a third party.
- Creator initiated work done without substantial university resources.
- Consulting work done without substantial university resources.
- Research funded by an external source and done without substantial university resources.
- Anytime the creator is a student and the creative work was done as academic work, the student owns the intellectual property rights even if university resources were used in the creation, except as outlined in a signed intellectual property agreement between the creator and the University or between the creator and a third party.

### **Jointly owned:**

- The University and creator of the work can establish joint ownership. If a faculty member is paid load or release time to create a course, both the University and faculty member retain intellectual property rights of all instructional materials for the course. The course can be used at the University and taught by someone other than the creator and the creator may use the course in another setting.

## APPENDIX B Search Committees

Search Committees will be used for reviewing and submitting hire recommendations to the Immediate Supervisor, who then submits recommendations to the Provost for approval.

### **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 search matrix (tracking candidate qualifications, experience, comparative ratings, etc.) and the Equal Employment Opportunity (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.

In the event that the faculty position is not filled, based on: (a) no qualified candidates, or (b) the qualified candidates do not accept the extended university's offer then, a failed search can be declared by the respective Dean. A failed search will result in a new posting and search, no later than the next academic year. In the event of a second failed search, the position request may be removed by the Vacancy Management Committee (VMC).

### **Getting Started: After the approval of the position by the Vacancy Management Committee (VMC):**

1. Immediate Supervisor appoints Search Committee of at least three (3) faculty. The School Chair or the Immediate Supervisor appointee will chair the Search Committee.
2. Immediate Supervisor drafts job posting with faculty input (may be done prior to the approval of the position by the Vacancy Management Committee.)
3. After VMC approval, Immediate Supervisor submits posting to Human Resources on a Position Authorization Form.
4. Human Resources posts position on the Human Resource (HR) hiring platform.
5. Provost and HR review/approve posting. HR distributes to School faculty, and sends a copy to the Faculty Association President.
6. 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.
7. 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.
8. 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 to not-hired status in workflow.
2. The search committee will determine, based on appropriate job description language, which candidates are best qualified for additional consideration.

**Conducting Initial Interviews:**

1. The search committee reviews applicants. The search committee may conduct phone or virtual interviews to validate candidate qualifications, interest in the position and compatibility with salary expectations.
2. Committee conducts reference checks for anyone under consideration for campus interview. Results are submitted to the Immediate Supervisor and to HR.
3. Post phone interviews, the Search Committee reviews applicants and offers (ranked or unranked; Immediate Supervisor's choice) a list of up to three to the Immediate Supervisor for consideration of campus interviews. The Committee Chair updates the search matrix. The Committee Chair updates the EEO Memo and submits it to hiring platform. Committee Chair updates hiring platform. Unqualified applicants will be moved to not-hired status in workflow.

**Conducting Campus Interviews:**

1. Immediate Supervisor reviews/approves list of those recommended for a campus interview and submits request for campus interviews to hiring platform for HR review. Resumes and other supporting materials related to the final candidates are distributed to the School for review. Immediate Supervisor updates EEO Memo.
2. Provost then either approves or rejects candidates for campus interviews. Reasons for rejection will be placed in the EEO Memo. Decisions are entered into hiring platform.
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 Immediate Supervisor, Provost, and HR; and may include a presentation by the candidate on a topic of the Committee's choice (research, teaching, etc.). Omissions must be approved by the Provost. As part of the interview process, it is permissible for the entire search committee to engage in a common meal (most usually a dinner) with the candidates brought to campus for an interview. The meal will be supported by the University and will follow normal per diem guidelines.
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. Immediate Supervisor completes request for hire in hiring platform, ensures EEO Memo and pay authorization are correct, and submits materials to Provost for review/approval.

2. Provost rejects or elects to extend offer; the Immediate Supervisor makes offer, negotiates wages, rank, and other related issues - working in concert with Provost, HR, and the Committee when necessary. Offer will be conditional, pending a successful background check initiated by HR.
3. The Immediate Supervisor submits request to hire to HR via hiring platform or declares a failed search.
4. HR continues to follow the offer (request to hire) to fulfillment or rejection - notifying the Provost, Immediate Supervisor, 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 C

Student Feedback Form for Teaching Lecture

Student Feedback Form for Teaching Laboratory

Student Feedback Form for Academic Advising

Faculty Self-Evaluation and Reflection Report

Faculty Goal Setting Worksheet

Instructional Observation Form

Faculty Summative Evaluation Form

Faculty Performance Improvement Plan



## Student Feedback Form for Teaching Lecture

Your responses will be used by your instructor and the Dean of the College to identify what worked well and what needs to be improved. Thank you in advance for providing this important feedback and making us all better at what we do.

Feedback is anonymous and results are not shared with faculty until after grades are submitted.

1. Which of the following best describes **your** preparation for class sessions (in a traditional course, come to class prepared by doing your reading, homework and assignments; in an online course, prepare in similar ways before completing lessons and assignments)?
  - a) Always prepared (read the relevant materials, completed homework, etc.)
  - b) Usually prepared (most of the expected prep completed)
  - c) Somewhat prepared
  - d) Rarely prepared (I was clearly missing information that would have clarified the session)
  - e) Never prepared (I just showed up)
2. Which of the following best describes the **instructor's** preparation for class sessions (in a traditional course, comes to class on time and prepared with materials, homework, lecture notes, etc.; in an online course, timely posting of lessons and assignments)?
  - a) Always prepared
  - b) Usually prepared
  - c) Somewhat prepared
  - d) Rarely prepared
  - e) Never prepared
3. Overall, how useful were the required course materials?
  - a) Very useful
  - b) Mostly useful
  - c) Mostly not useful
  - d) Not useful or not needed
4. Exams and graded assignments were clearly related to the course content (including lectures, assigned readings, etc...).
  - a) Clearly related
  - b) Somewhat related
  - c) Neutral
  - d) Somewhat unrelated
  - e) Not related
5. The course made it possible for me to increase my knowledge, skills, and understanding of the subject.
  - a) Strongly agree
  - b) Agree
  - c) Neutral
  - d) Disagree

- e) Strongly disagree
6. The workload for this course was?
- a) More than expected
  - b) Met my expectations
  - c) Neutral
  - d) Less than my expectations
7. My reason for enrolling in this course was
- a) The course is required for my major/minor
  - b) The course is required as a general education course
  - c) The course was selected as a free elective within my major/minor
  - d) The course was selected as a general education requirement course
  - e) The course was selected as I was interested in the subject matter
8. The instructor explained the course ideas and concepts in a clear and understandable manner.
- a) All of the time
  - b) Most of the time
  - c) Some of the time
  - d) Rarely
  - e) Never
9. My expected grade in the class is:
- a) A
  - b) B
  - c) C
  - d) D
  - e) F
  - f) Incomplete
10. The course instructor engaged me in the learning of the subject.
- a) All of the time
  - b) Most of the time
  - c) Some of the time
  - d) Rarely
  - e) Never
11. My instructor provided feedback on my work within a reasonable amount of time such that I could use the feedback to improve my future work.
- a) All of the time
  - b) Most of the time
  - c) Some of the time
  - d) Rarely
  - e) Never
12. The course instructor demonstrated effective communication within the classroom.

- a) All of the time
  - b) Most of the time
  - c) Some of the time
  - d) Rarely
  - e) Never
13. For synchronous (scheduled to meet face to face or online at specific times) courses, on average how often did your class actually meet?
- a) All of the time
  - b) Most of the time
  - c) Some of the time
  - d) Rarely
  - e) Never
  - f) N/A
14. How many times did you miss class?
- a) Never
  - b) 3 or less times
  - c) 4 to 6 times
  - d) 7 to 9 times
  - e) 10 or more times
15. Which of the following best describes your instructor(s)?
- a) Very knowledgeable
  - b) Somewhat knowledgeable
  - c) Neutral
  - d) Occasionally struggled
  - e) Often struggled
16. How often did you actively participate in the course?
- a) Very often
  - b) Often
  - c) Occasionally
  - d) Rarely or never because I chose not to, but had opportunities to participate
  - e) Rarely or Never because I did not have opportunities to participate
17. What other services or assistance did you use in preparing for this course? Check all that apply.
- a) Private tutors
  - b) Academic Success Coaches
  - c) Instructor's office hours
  - d) Supplemental Instructors
  - e) Laker Success
  - f) Study Groups
  - g) Roommates/friends
  - h) Drop-in lab

i) Writing lab

18. What did your instructor do that you really appreciate?

19. What advice or information do you want to share with your instructor to help them improve their course? (Remember that these surveys are anonymous.)

20. Which of the following were true of this instructor? (Mark any or all that apply.)

- The instructor inspired me to change my major to this program.
- The instructor was so good that it validated my choice of major.
- The instructor made me appreciate this subject more than I anticipated.
- The instructor was so good that I want to take more courses with them.
- The instructor was so good that I want to take more courses in this subject area.
- The instructor had a significant positive impact on my life path.
- The instructor was so good that I was disappointed when class was over.

## Student Feedback Form for Teaching Laboratory

Your responses will be used by your instructor and the Dean of the College to identify what worked well and what needs to be improved. Thank you in advance for providing this important feedback and making us all better at what we do.

Feedback is anonymous and results are not shared with faculty until after grades are submitted.

Please rate the laboratory instructor for this particular laboratory course, using the following criteria:

- a) Very Good
- b) Good
- c) Below Average
- d) Poor
- e) Not Applicable

1. Knowledge of Subject Matter
2. Preparation for lab
3. Ability to explain difficult concepts clearly
4. Promptness in providing feedback
5. Conscientiousness in starting labs on time and meeting them for the scheduled length of time
6. Helpfulness to students in and out of lab
7. Fairness and impartiality toward students
8. Volume and clarity of instructor's speech
9. How well the laboratory supplies, field trips, and equipment support the course objectives
10. How well the laboratory assignments fit the allotted time of the lab period
11. How well the laboratory assignments augment the lecture topics
12. The lab instructor's availability for the entire lab period (taking into consideration physical constraints)
13. The lab tests and/or reports relevancy to the material covered in the lab
14. What did your instructor do that you really appreciate?
15. What advice or information do you want to share with your instructor to help them improve their lab? (Remember that these surveys are anonymous.)
16. Which of the following were true of this instructor? (Mark any or all that apply.)
  - The instructor inspired me to change my major to this program.
  - The instructor was so good that it validated my choice of major.
  - The instructor made me appreciate this subject more than I anticipated.
  - The instructor was so good that I want to take more labs with them.
  - The instructor was so good that I want to take more labs in this subject area.
  - The instructor had a significant positive impact on my life path.
  - The instructor was so good that I was disappointed when class was over.

## Student Feedback Form for Academic Advising

Your responses to the following questions will be shared with your advisor and their Dean of the College so that they know what works and what needs to be improved. Thank you in advance for providing this important feedback and making us all better at what we do!

Faculty do not receive the information from these surveys until after they have submitted grades for this semester.

1. Which of the following best describes you:
  - a) Freshman
  - b) Sophomore
  - c) Junior
  - d) Senior
  - e) Other (Your description?)
2. How often did you interact with your academic advisor this year?
  - a) 4 times or more
  - b) 3 times
  - c) 2 times
  - d) 1 time
  - e) Never
3. How prepared were you to see your advisor when you wanted to discuss what courses to take in the Fall?
  - a) Very prepared: I used Degree Works/Audit Sheet/my.Issu.edu to figure out a schedule with the classes I need to take.
  - b) Basically prepared: I used Degree Works/Audit Sheet/my.Issu.edu and listed classes I thought I should take, but didn't actually figure out the schedule with times.
  - c) Somewhat prepared: I looked at Degree Works/Audit Sheet/my.Issu.edu but was not sure what classes I should take. I did have some questions but nothing really specific.
  - d) Started preparations: I looked over some information, thought about it a bit, but didn't write anything down.
  - e) Not prepared: I just showed up.
4. How prepared were you to see your advisor when you wanted to discuss what courses to take in the Spring?
  - a) Very prepared: I used Degree Works/Audit Sheet/my.Issu.edu to figure out a schedule with the classes I need to take.
  - b) Basically prepared: I used Degree Works/Audit Sheet/my.Issu.edu and listed classes I thought I should take, but didn't actually figure out the schedule with times.
  - c) Somewhat prepared: I looked at Degree Works/Audit Sheet/my.Issu.edu but was not sure what classes I should take. I did have some questions but nothing really specific.
  - d) Started preparations: I looked over some information, thought about it a bit, but didn't write anything down.
  - e) Not prepared: I just showed up.
5. Which of the following did you and your advisor discuss? (check all that apply)
  - a) Class schedule

- b) Study abroad
  - c) Internships/summer jobs/Research Experiences for Undergraduates (REUs)
  - d) Student organizations
  - e) Degree options, including minors, additional majors, etc.
  - f) Career preparation
  - g) Personal success
  - h) How my semester is going
  - i) Problems/issues affecting my education
  - j) Personal projects/activities
6. When your advising was completed, did you have a list of courses that you were advised to take(including alternatives/trade-offs)?
- a) Yes
  - b) No
7. Who removed the hold on your registration in the Fall?
8. Who removed the hold on your registration in the Spring?
9. Please list other faculty or staff that you sought out for advising during the year.
10. What does your advisor do that you really appreciate?
11. What advice or information do you want to share with your advisor to help improve the advising process (note that these surveys are anonymous)?

Name: \_\_\_\_\_ School: \_\_\_\_\_

Date: \_\_\_\_\_ Period: May 15<sup>th</sup>, \_\_\_\_\_ through May 14<sup>th</sup>, \_\_\_\_\_**Faculty Rank:**

- 
- Instructor
- 
- Assistant Professor
- 
- Associate Professor
- 
- Full Professor

**Faculty Position Type:**

- 
- Probationary
- 
- Tenured
- 
- Term

**Directions:**

This report shall be concise, brief, with a suggested length of five (5) pages and must be organized into four (4) categories (teaching, professional development/scholarship, service, and release time and non-load bearing supplemental/special assignments). For term faculty, only complete those categories applicable depending on the job description. If a category is not applicable, answer with N/A.

**A. Teaching**

1. *Briefly list the courses (including the number of sections and labs) taught during the evaluation period. Summarize any teaching related activities beyond the assigned courses.*
2. *Summarize and critically reflect upon the student evaluations of teaching.*
3. *List teaching related activities such as: the achievements of current and former students; a continuing development of a philosophy of teaching; the documented development of pedagogical skills; the directions of theses, dissertations, projects, internships, or other major works; program development, curriculum development; and preparation of new courses and course materials.*
4. *Summarize Instructional- and Course-level Assessment activities. The submission of all course assessment data to the relevant data repository, and when applicable General Education or Institutional Learning Outcomes assessment data, is a component of assessment that is reviewed during the evaluation process.*
5. *Summarize specific actions taken related to prior year's goals<sup>2</sup> and actions taken to address the areas for improvement identified in prior evaluations related to this category.*
6. *A description of the activities that were successful, the areas for improvement, and the goals that have been established for this category.*

**B. Professional Development/Scholarship**

7. *Summarize and critically reflect upon activities related to professional development/scholarship as defined by the defined by the Boyer's Model of Scholarship. Activities may include, but are not limited to: the writing of grant proposals; the conduct of currently active grants; peer-reviewed publications; publication of creative works public exhibitions/performances/presentations; patent applications/executions; conferences attended with information dissemination or application; formal review of scholarly papers or academic books, public*

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<sup>2</sup> For faculty undergoing Summative Evaluation (or Faculty Performance Improvement Plans), these goals can be found in the Faculty Goals Setting Worksheet (or in the Faculty Performance Improvement Plan). Otherwise, they can be found in last year's Self-Evaluation and Reflection Report.



*contributions to the field, including open-source contributions; citations in papers not authored/co-authored by the faculty member, and workshops, certifications, or coursework. For a more comprehensive list of activities, see scholarly articles on Boyer's Model of Scholarship.*

8. *Summarize specific actions taken related to prior year's goals<sup>2</sup> and actions taken to address the areas for improvement identified in prior evaluations related to this category.*
9. *A description of the activities that were successful, the areas for improvement, and the goals that have been established for this category.*

**C. Service**

10. *State the number of advisees as well as summarize and critically reflect upon the contributions and accomplishments related to advising the students. Activities may include, but are not limited to: academic advising, a continuing development of a philosophy of advising, informal academic advising, assistance in career placement, development of advising materials, advising and assistance in graduate school applications, and assistance in scholarship and other funding applications.*
11. *Summarize and critically reflect upon the student evaluations of advising.*
12. *Summarize and critically reflect upon the contributions and accomplishments related to serving the students, school/department, college, university, profession, and community. Activities may include, but are not limited to: assisting student groups/organizations, serving as a Faculty Peer Reviewer or Faculty Mentor, meaningful service on committees; coordination and/or participation in campus or community events related to the faculty member's areas of expertise; working with student organizations; meaningful participation in activities as a representative of the university; and non-partisan volunteerism in the community.*
13. *Summarize specific actions taken related to prior year's goals<sup>2</sup> and actions taken to address the areas for improvement identified in prior evaluations related to this category.*
14. *A description of the activities that were successful, the areas for improvement, and the goals that have been established for this category.*

**D. Release Time and Non-Load Bearing Supplemental/Special Assignments (if applicable)**

15. *Summarize and critically reflect upon the activities and contributions related to release time and non-load bearing supplemental/special assignments.*
16. *Summarize specific actions taken related to prior year's goals<sup>2</sup> and actions taken to address the areas for improvement identified in prior evaluations related to this category.*
17. *A description of the activities that were successful, the areas for improvement, and the goals that have been established for this category.*

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

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

Immediate Supervisor: \_\_\_\_\_

School: \_\_\_\_\_

### Faculty Rank:

- Instructor     
  Assistant Professor     
  Associate Professor     
  Full Professor

### Faculty Goals:

Goals are established before September 15<sup>th</sup> by the faculty member and the Immediate Supervisor. Goals are assessed by the faculty member, Immediate Supervisor, and School RPT Committee (when applicable). All goals should be SMART (Specific, Measurable, Attainable, Relevant, and Timed/Tracked). Add rows as needed for additional goals.

Description	Type	Category	Any Additional Resources Needed
	<input type="checkbox"/> Expected <input type="checkbox"/> Aspirational	<input type="checkbox"/> Teaching <input type="checkbox"/> PD/Scholarship <input type="checkbox"/> Service <input type="checkbox"/> Assignments <input type="checkbox"/> Collegiality	
	<input type="checkbox"/> Expected <input type="checkbox"/> Aspirational	<input type="checkbox"/> Teaching <input type="checkbox"/> PD/Scholarship <input type="checkbox"/> Service <input type="checkbox"/> Assignments <input type="checkbox"/> Collegiality	
	<input type="checkbox"/> Expected <input type="checkbox"/> Aspirational	<input type="checkbox"/> Teaching <input type="checkbox"/> PD/Scholarship <input type="checkbox"/> Service <input type="checkbox"/> Assignments <input type="checkbox"/> Collegiality	

### Signatures:

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

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

Immediate Supervisor: \_\_\_\_\_

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

Instructor: \_\_\_\_\_ Observer: \_\_\_\_\_

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

Class Day/Time: \_\_\_\_\_ Time: \_\_\_\_\_

# Registered # Attending

Students: \_\_\_\_\_ Students: \_\_\_\_\_

**Instructional Format:** Select the one that best applies

- 
- 15 Weeks
- 
- Blended
- 
- Condensed
- 
- External

**Instructional Setting:** Select all that apply

- 
- Traditional
- 
- Seminar
- 
- Small Groups
- 
- Online
- 
- 
- Computer Lab
- 
- Other Lab
- 
- Clinical
- 
- Virtual

**Pre-Observation Information:**

- 
- Copy of Syllabus
- 
- 
- Copies of handouts, assignments, etc. that will be used on the day of the observation

**Topics to be covered and their relationships to Student Learning Outcomes:****Facets of instruction for which the faculty member requests the observer's attention:****Rating System:** Use the rating system given below when evaluating the specific items on the subsequent pages.*Exceeds Expectations:* Instructor is highly effective*Meets Expectations:* Instructor is effective*Met with Concerns:* Instructor is effective but there is obvious room for improvement*Needs Significant Improvement:* Instructor is minimally or not effective*Unsatisfactory:* Instructor is not effective and is likely promoting misconceptions or causing student issues*Not Observed:* Not observed in this instructional observation*Not Applicable:* Does not apply to this instructional setting

<b>Organization / Structure</b>	Exceeds Expectations	Meets Expectations	Met with Concerns	Needs Significant Improvement	Unsatisfactory	Not Observed	Not Applicable
Relates this class session to previous classes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provides overview of the day's course content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates adequate preparation/design of course content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates adequate preparation/design of pedagogical structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Directs student preparation for next class	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Summarizes course content covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Organization / Structure:**

<b>Instructional Delivery / Presentation Style</b>	<b>Exceeds Expectations</b>	<b>Meets Expectations</b>	<b>Met with Concerns</b>	<b>Needs Significant Improvement</b>	<b>Unsatisfactory</b>	<b>Not Observed</b>	<b>Not Applicable</b>
Appropriate language use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clear articulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effective use of voice: projection, modulation, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effective eye contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effective body language	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effective movement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rapport with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Instructional Delivery / Presentation Style:**

	Exceeds Expectations	Meets Expectations	Met with Concerns	Needs Significant Improvement	Unsatisfactory	Not Observed	Not Applicable
<b>Professionalism</b>							
Begins class on time/greets students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is respectful and courteous to students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Displays professional attitude and demeanor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Encourages participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gives appropriate responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Displays enthusiasm (for the subject and student learning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Professionalism:**

**Instructional Methodologies Used:** Select all that apply

- Lecture    
  Discussion    
  Student Presentation    
  Other: \_\_\_\_\_

<b>Instructional Methodologies</b>	Exceeds Expectations	Meets Expectations	Met with Concerns	Needs Significant Improvement	Unsatisfactory	Not Observed	Not Applicable
The methods were appropriate to the content and level of learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The students were engaged	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
There was evidence of learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Instructional Methodologies:**

**Instructional Technology Used:** Select all that apply

- Audio / Visual   
  Internet   
  PowerPoint   
  Whiteboard / Chalk   
  Other: \_\_\_\_\_

<b>Instructional Technology</b>	Exceeds Expectations	Meets Expectations	Met with Concerns	Needs Significant Improvement	Unsatisfactory	Not Observed	Not Applicable
The technologies were appropriate to the content and level of learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The technologies enhanced student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Instructional Technology:**



**Other Instructional Observations:****Summary of Instructional Observation:****Signatures:**

Observer: \_\_\_\_\_

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

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

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

\*Signing this form signifies receipt, but not necessarily agreement.

The fall semester Instructional Observation Form is only shared with the faculty member for them to use the constructive feedback to improve. The spring semester Instructional Observation Form shall be copied to the Immediate Supervisor after being signed by the faculty member.

**Evaluator(s):**

- Immediate Supervisor       School RPT Committee

**Name(s):** \_\_\_\_\_**Faculty Information:****Name:** \_\_\_\_\_**School:** \_\_\_\_\_**Date:** \_\_\_\_\_**Period:** May 15<sup>th</sup>, \_\_\_\_\_ through May 14<sup>th</sup>, \_\_\_\_\_**Faculty Rank:**

- Instructor       Assistant Professor       Associate Professor       Full Professor

**Faculty Position Type:**

- Probationary       Tenured       Term

**Directions:**

Provide qualitative ratings of the faculty member's performance in each of the following five (5) sections (teaching, professional development/scholarship, service, release time and non-load bearing supplemental/special assignments, and Collegiality) using the rating system given below. Include any specifics for each of the number items that are determined to be relevant for both the proceeding evaluation activities and for the constructive feedback to the faculty member. If there are no such specifics, please note that on each numbered item. For faculty without a release time or supplemental assignment that section is not applicable. For term faculty, only complete those sections applicable depending on the job description. If a section is not applicable, answer with N/A. Collegiality is applicable to all faculty regardless of rank, seniority, or position type.

**Rating System:**

*Exceeds Expectations:* Means the faculty member was highly effective

*Meets Expectations:* Means the faculty member was effective

*Met with Concerns:* Means the faculty member was effective but there is obvious room for improvement

*Needs Significant Improvement:* Means the faculty member was minimally effective

*Unsatisfactory:* Means the faculty member was not effective

*Not Applicable:* Does not apply to the faculty member

**A. Teaching**

- Exceeds Expectations  
 Meets Expectations  
 Met with Concerns  
 Needs Significant Improvement  
 Unsatisfactory

1. Evaluation of teaching, covering both assigned courses and additional activities.

2. *Evaluation of efforts to improve teaching.*
3. *Evaluation of assessment activities.*
4. *Evaluation of progress on the goals and the actions that were taken to address the areas for improvement from the prior year.*
5. *Evaluation of successful practices and goals/suggestions for improvement for the coming year.*

**B. Professional Development/Scholarship**

- Exceeds Expectations
- Meets Expectations
- Met with Concerns
- Needs Significant Improvement
- Unsatisfactory
- Not Applicable\*

\*For term faculty whose duties do not include professional development/scholarship

6. *Evaluation of professional development activities, including those that may not have been successful (e.g. unfunded proposals, rejected papers, etc.).*
7. *Evaluation of progress on the goals and the actions that were taken to address the areas for improvement from the prior year.*
8. *Evaluation of successful practices and goals/suggestions for improvement for the coming year.*

**C. Service**

- Exceeds Expectations
- Meets Expectations
- Met with Concerns
- Needs Significant Improvement
- Unsatisfactory
- Not Applicable\*

\*For term faculty whose duties do not include service

9. *Evaluation of advising activities.*
10. *Evaluation of service activities to the students, school/department, college, university, profession, and community.*
11. *Evaluation of progress on the goals and the actions that were taken to address the areas for improvement from the prior year.*
12. *Evaluation of successful practices and goals/suggestions for improvement for the coming year.*

**D. Release Time and Non-Load Bearing Supplemental/Special Assignments (if applicable)**

- Exceeds Expectations
- Meets Expectations
- Met with Concerns
- Needs Significant Improvement
- Unsatisfactory
- Not Applicable\*

\*For faculty who do not have release time or non-load bearing supplemental/special assignments

13. *Evaluation of release time and non-load bearing supplemental/special assignments.*

14. *Evaluation of progress on the goals and the actions that were taken to address the areas for improvement from the prior year.*

15. *Evaluation of successful practices and goals/suggestions for improvement for the coming year*

**E. Collegiality**

- Exceeds Expectations
- Meets Expectations
- Met with Concerns
- Needs Significant Improvement
- Unsatisfactory

16. *Evaluation of actions, activities, and contributions related to creating a work environment where responsibility and authority are shared equally by colleagues.*

**Evaluators Signature:**Evaluator<sup>1</sup>: \_\_\_\_\_

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

<sup>1</sup>Immediate Supervisor or School RPT Committee Chair.

**Faculty Members Response (Optional):**

After receiving the evaluation, the faculty member has the option of providing a written response to this evaluation. The faculty member should write their response in the space below and return this form to the evaluator. The due date for the response to the Immediate Supervisor is August 30<sup>th</sup>, whereas for the School RPT Committee it is by November 15<sup>th</sup>.

**Faculty Members Signature:**Faculty Member<sup>2</sup>: \_\_\_\_\_

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

<sup>2</sup>Signing this form signifies receipt, but not necessarily agreement.

## Faculty Performance Improvement Plan

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

**Immediate Supervisor:** \_\_\_\_\_ **School:** \_\_\_\_\_

### Step 1: Improvement Goals

List the goals related to the category of performance to be improved and addressed (add goals as needed):

Goal #	Goal	Category
<b>1</b>		<input type="checkbox"/> Teaching <input type="checkbox"/> PD/Scholarly Activity <input type="checkbox"/> Service <input type="checkbox"/> Assignments <input type="checkbox"/> Collegiality
<b>2</b>		<input type="checkbox"/> Teaching <input type="checkbox"/> PD/Scholarly Activity <input type="checkbox"/> Service <input type="checkbox"/> Assignments <input type="checkbox"/> Collegiality
<b>3</b>		<input type="checkbox"/> Teaching <input type="checkbox"/> PD/Scholarly Activity <input type="checkbox"/> Service <input type="checkbox"/> Assignments <input type="checkbox"/> Collegiality

### Step 2: Goal Activities

List the activities that will help you reach each goal (add activities as needed):

Goal #	Activity	How to Accomplish	Start Date	Projected Completion Date	Activity Achieved
<b>1</b>					Faculty <input type="checkbox"/> _____ Immediate Supervisor <input type="checkbox"/> _____
<b>2</b>					Faculty <input type="checkbox"/> _____ Immediate Supervisor <input type="checkbox"/> _____

<b>3</b>					Faculty <input type="checkbox"/> _____ Immediate Supervisor <input type="checkbox"/> _____
----------	--	--	--	--	--

### Step 3: Goal Resources

List resources available to you to complete your Improvement and Goal Activities (may include other people's time or expertise, funds for training materials and activities, etc.) (add resources as needed):

Goal #	Resources Available/Required for Completion of Goal
<b>1</b>	
<b>2</b>	
<b>3</b>	

### Step 4: Expectations

The following performance standards must be accomplished to demonstrate progress towards achievement of each Improvement Goal (add performance standards as needed):

Goal #	Performance Standard
<b>1</b>	
<b>2</b>	

<b>3</b>	
----------	--

**Signatures:**

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

Immediate Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

FA President or Other Faculty Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Follow-up:**

You will receive feedback on your progress according to the following schedule:

Scheduled Date	Activity	Conducted By	Completion Date	Verification
				Faculty <input type="checkbox"/> _____ Immediate Supervisor
				Faculty <input type="checkbox"/> _____ Immediate Supervisor
				Faculty <input type="checkbox"/> _____ Immediate Supervisor

## APPENDIX D Teaching Qualifications Form

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, Immediate Supervisor, Faculty Member. The form should be downloaded and completed electronically.



## Faculty Teaching Qualifications Form

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

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

Immediate Supervisor: \_\_\_\_\_

School: \_\_\_\_\_

### Undergraduate Courses within the School of Primary Appointment

Undergraduate Course Number	Complete Course Title	Semester Last Taught (e.g. 20F, 21S, etc.)	Minimum 18 Graduate Credits in this Area	Tested Experience for this Course (if Missing 18 Credits in this Area)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

### Signatures:

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

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

Dean: \_\_\_\_\_

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

Provost: \_\_\_\_\_

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

### Additional Undergraduate Courses

List any additional undergraduate courses outside of the school of your primary appointment. Create additional sections/pages as needed to separate courses by school.

**School Name:** \_\_\_\_\_

Undergraduate Course Number	Complete Course Title	Semester Last Taught (e.g. 20F, 21S, etc.)	Minimum 18 Graduate Credits in this Area	Tested Experience for this Course (if Missing 18 Credits in this Area)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Signatures:**

Faculty Member:

\_\_\_\_\_

Date:

\_\_\_\_\_

Dean:

\_\_\_\_\_

Date:

\_\_\_\_\_

Provost:

\_\_\_\_\_

Date:

\_\_\_\_\_

### Graduate Courses

List any graduate courses. Create additional sections/pages as needed to separate courses by school.

School Name: \_\_\_\_\_

Graduate Course Number	Complete Course Title	Semester Last Taught (e.g. 20F, 21S, etc.)	Terminal Degree in this Area	Tested Experience for this Course (if Missing Terminal Degree in this Area)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

### Signatures:

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

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

Dean: \_\_\_\_\_

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

Provost: \_\_\_\_\_

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

## APPENDIX E Grievance Submission Form

Grievance #: Click or tap here to enter text.

Name of Grievant: Click or tap here to enter text.

Date of Grievance Filing: Click or tap here to enter text.

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### 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:

Click or tap here to enter text.

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

Click or tap here to enter text.

3) Remedy sought:

Click or tap here to enter text.

B. The grievant will notify their immediate supervisor, in writing, that they wish to present a grievance.

C. Date received by immediate supervisor: Click or tap to enter a date.

D. Within five (5) University days of receipt of the grievance, the immediate supervisor will set a time and date for theoral presentation of the grievance.

E. Date presented and discussed with immediate supervisor: Click or tap to enter a date.

F. Disposition by immediate supervisor:

Click or tap here to enter text.

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date

G. Date received by grievant and/or Faculty Association: Click or tap to enter a date.

H. Position of grievant and/or Faculty Association:

Click or tap here to enter text.

\_\_\_\_\_  
Signature of Grievant/Faculty Association

\_\_\_\_\_  
Date

I. If the aggrieved faculty member does not receive a satisfactory resolution of the grievance within five (5) University Days of 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.

---

#### 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) University days of receipt. The hearing will be scheduled within ten (10) University days of receipt.

B. Date received by Provost: Click or tap to enter a date.

C. Date of hearing by Provost: Click or tap to enter a date.

D. Disposition of Provost:

Click or tap here to enter text.

---

Signature of Provost

---

Date

E. Date received by grievant and/or Faculty Association: Click or tap to enter a date.

F. Position of grievant and/or Faculty Association:

Click or tap here to enter text.

---

Signature of Grievant/Faculty Association

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Date

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THIRD STEP: Review Conference

- A. Date received by Human Resources Office: Click or tap to enter a date.
  
- 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) University days of receipt of the grievance.
  
- C. If an arbitral grievance cannot be settled within ten (10) University days of the Review Conference, the grievance may be referred to arbitration.
  
- D. Position of grievant and/or Faculty Association:

Click or tap here to enter text.

\_\_\_\_\_  
Signature of Grievant/Faculty Association

\_\_\_\_\_  
Date

- E. Position of the University:

Click or tap to enter a date.

\_\_\_\_\_  
Signature of Director of Human Resources

\_\_\_\_\_  
Date

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FOURTH STEP: Arbitration

A. **Date submitted to arbitration:** Click or tap to enter a date.

B. **Decision of Arbitrator:**

Click or tap here to enter text.

---

Signature of Arbitrator

---

Date