HUMAN RESOURCES – FACULTY CONTRACT 2018 - 2021
Labor agreement between Lake Michigan College (the College) and the Lake Michigan College Education Association MEA\NEA (the Education Association)

Office of Origin: Human Resources
Date Adopted: 07-01-03
Last Date Approved: 09-16-14, 08-28-18

Labor agreement between Lake Michigan College (the College) and the Lake Michigan College Education Association MEA\NEA (the Education Association)

See attached.

Responsibility: Vice President, Administrative Services

References:
DRAFT

LABOR AGREEMENT BETWEEN LAKE MICHIGAN COLLEGE (THE COLLEGE) AND THE LAKE MICHIGAN COLLEGE EDUCATION ASSOCIATION MEA/NEA (THE EDUCATION ASSOCIATION)

Article 1 .................................................................................................................................................. 2
Article 2, Recognition .................................................................................................................................. 2
Article 3, Agency Shop/Dues Deduction ..................................................................................................... 2
Article 4, Association Rights ..................................................................................................................... 3
Article 5, Employer Rights .......................................................................................................................... 4
Article 6, Bargaining Unit Member Rights and Protections ........................................................................ 5
Article 7, Discipline and Discharge ........................................................................................................... 6
Article 8, Intellectual Property Rights ....................................................................................................... 7
Article 9, Grievance Procedure .................................................................................................................. 8
Article 10, Appointment, Reappointment and Termination ........................................................................ 10
Article 11, Work Year, Work Week, Work Day ......................................................................................... 11
Article 12, Department Chairs ................................................................................................................ 13
Article 13, General Working Conditions .................................................................................................. 15
Article 14, Alternative Delivery Courses .................................................................................................. 15
Article 15, Faculty Evaluation .................................................................................................................. 16
Article 16, Conditions of Employment ..................................................................................................... 19
Article 17, Seniority ..................................................................................................................................... 25
Article 18, Vacancies, Transfers and Promotions ..................................................................................... 26
Article 19, Reduction in Personnel, Layoff, and Recall ........................................................................... 28
Article 20, Personnel Files and Other Employment Documents .............................................................. 29
Article 21, Paid Leave ............................................................................................................................... 30
Article 22, Unpaid Leaves .......................................................................................................................... 33
Article 23, Insurance Benefits .................................................................................................................. 34
Article 24, Compensation .......................................................................................................................... 36
Article 25, Non-Discrimination ................................................................................................................ 39
Article 26, Faculty Member Rights .......................................................................................................... 39
Article 27, Severability .............................................................................................................................. 41
Article 28, No Strike, No Lockout ............................................................................................................ 41
Article 29, Duration of Agreement .......................................................................................................... 41
Article 30, Entire Agreement .................................................................................................................... 42
Appendix A, Grievance Report Form ........................................................................................................ 44
Appendix B, Faculty Evaluation Process .................................................................................................. 46
Appendix C, Personnel Files ..................................................................................................................... 49
Appendix D, Faculty Sabbatical Leave ..................................................................................................... 50
Appendix E, Faculty Grid .......................................................................................................................... 53
Appendix F, Faculty Salary Equity Placement Method .............................................................................. 57
Appendix G, Professor Emeritus Policy .................................................................................................... 64
Article 1: This Agreement is entered into this 1st day of July, 2018, between Lake Michigan College (hereafter referred to as the “College”) and the Lake Michigan College Education Association (hereafter referred to as the “Education Association”) NEA/MEA. This Agreement incorporates by reference the College’s Policies and Procedures. In the event of a conflict between this Agreement and the College’s Policies and Procedures, this Agreement shall control.

Article 2: **Recognition**
The Board recognizes the Education Association as the sole and exclusive bargaining representative for all full-time instructors, librarians and lecturers employed by the College, excluding Administrators, Professional/Technical Staff, Classified Staff, Facilities Staff, Part-time Faculty, On-call Staff and all others. The Education Association shall have exclusive jurisdiction over bargaining unit work.

Article 3: **Dues Deduction**
Any bargaining unit member who is a member of the Education Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Education Association as established by the Education Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Education Association agrees to defend such action, at its own expense and through its own counsel, provided:

a. The Employer gives timely notice of such action to the Education Association and permits the Education Association intervention as a party if it so desires, and

b. The Employer gives full and complete cooperation to the Education Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

c. The Education Association shall have complete authority to compromise and settle all claims, which it defends under this section.

The Education Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer’s compliance with this Article.
Article 4: **Association Rights**

**Section 1:** Whenever any representative of the Education Association or any faculty member is mutually scheduled by the parties to participate during assigned or scheduled hours in negotiation and arbitration procedures, he/she shall suffer no loss in pay, nor be expected to compensate in any way for the time spent in carrying out such responsibilities.

**Section 2:** No member of the Education Association’s negotiating team will be assigned without their permission to any department or division committee and/or other College assignments beyond normal teaching responsibilities commencing with the spring semester prior to the expiration date of the contract and extending through the summer term, or until a new contract is ratified and approved.

**Section 3:** The Education Association President shall be provided release time so that he/she is assigned no more than twelve contact hours of a regular teaching workload for each semester without his/her written consent. The purpose of the reduced workload (3 contact hours of release time – see Section 1) will be to allow the Education Association President to conduct official Education Association business.

**Section 4:** Use of Facilities

The Education Association, for the purpose of carrying out its business, shall have the right to use College facilities, equipment and services including, but not limited to typewriters, duplicating equipment, calculating machines, word processing equipment, computer terminals, and all types of audiovisual equipment. The Education Association will reimburse the College for expenses incurred for materials used.

**Section 5:** Posting of Education Association Notices

The Education Association shall have the right to post notices of its activities and matters of Education Association business on bulletin boards. The Education Association shall have the right to use the College mail service and mailboxes including, but not limited to e-mail and voice mail for communications to faculty members, including mass distribution -- solely on matters of Education Association business.

**Section 6:** Education Association Business

Duly authorized representatives who are members of the Education Association or their agents shall be permitted to transact official Education Association business on College property at all hours of College operations provided that it does not interfere with work-related duties and the business and services of the College.
**Section 7:** Negotiation Protocol

The College agrees not to negotiate terms covered by this Agreement unless otherwise specified in this Agreement with any faculty member individually, or with any faculty organization other than that Education Association for the duration of this Agreement.

**Section 8:** Association Leave

The Board shall provide the Association with eight (8) days at the beginning of every school year to be used by faculty members who are officers or members of the Association, such use to be at the discretion of the Association President. Any unused days may be carried over to the next school year up to a maximum of fifteen (15) days. The Association President agrees to notify the Vice President, Administrative Services no less than two (2) weeks in advance of taking such leave, but the faculty member (other than the Association President) must notify the Academic Dean or immediate supervisor through the usual process that he/she will be absent.

**Article 5:**

**Employer Rights**

**Section 1:** Management Rights

The College, on its own behalf, and on behalf of the electors of the College, hereby retains and reserves to itself, except as limited by this Labor agreement, all powers, rights, authority, functions, duties and responsibilities conferred upon and invested in it by law, including by way of illustration but without limiting the generality of the foregoing, the following rights: to manage and control administratively the College and its properties and facilities and work-related activities of its employees; to direct and hire all employees, at its sole discretion to determine their qualifications and requirements for their continued employment or termination, dismissal, suspension with discipline or demotion, and to promote and transfer all such employees; to determine the hours to be worked; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all its employees; to determine the qualifications of employees; to establish and enforce rules and regulations relating to personnel policies, procedures and working conditions; to determine the size of the management/supervisory organization, its functions, authority, amount of supervision and table of organization; to determine or modify the responsibilities vested within a position; to transfer, reduce or lay off personnel when, in the judgment of the College, such actions are deemed necessary; to determine, establish, alter, amend or eliminate the academic programs and services including Web-supported and open entry instruction, and to take all other actions authorized by law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the College, the adoption of rules, policies, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Labor agreement, and then only to the extent such specific and express terms hereof are in conformance with law. Nothing contained herein shall be considered to deny or restrict the College of its rights,
responsibilities and authority under the applicable Michigan laws or any other national, state, or local law or regulations as they pertain to the College.

Article 6: **Bargaining Unit Member Rights and Protections Section 1:** Faculty Member Rights
The faculty members shall have the right to teach in an atmosphere of free intellectual inquiry and not be subjected to restraints or harassment which would impair their teaching.

**Section 2:** Attendance at College Functions
Faculty members attending those functions for which academic attire (cap and gown) is required shall have said attire furnished and paid for by the College.

**Section 3:** Schedules
Department Chairs and Faculty Program Chairs will develop class schedules, with the cooperation of the faculty, for approval by the Academic Dean. Schedules will be based upon student and College needs.

Department Chairs shall have as their base work load the Fall and Spring Semesters as defined by the Annual Academic Calendar. In addition, Department Chairs will work an additional fifteen (15) days beyond the academic year to perform duties consistent with the stipulated job description of the Department Chair and scheduled with the Academic Dean. The Department Chair’s base teaching load shall be reduced by four (4) contact hours during each Fall and Spring semester to permit him/her to attend to said duties.

Program Chairs shall have as their base work load the Fall and Spring Semesters as defined by the Annual Academic Calendar. In addition, Program Chairs will work an additional seven and a half (7.5) days beyond the academic year to perform duties consistent with the stipulated job description of the Program Chair and scheduled with the Academic Dean. The Program Chair’s base teaching load shall be reduced by four (4) contact hours during each Fall and Spring semester to permit him/her to attend to said duties.

Also see Article 16, Section 24.

Extra compensation will be paid to Department Chairs annually at $9,000 over fiscal year.

Extra compensation will be paid to Program Chairs annually at $4,500 over fiscal year.

**Section 4:** Transportation
Reimbursement for work related travel by private vehicle shall be the maximum established College rate for cents per mile. The reimbursement rate will not be less than the current IRS rate. When the faculty member travels
from his/her initial assignment location to a subsequent assignment location and then returns to his/her initial assignment location, he/she will be reimbursed for the round trip. No reimbursement will be paid for travel from home to work, or from work to home. However, when a faculty member must travel from home to an off campus site, he/she will be reimbursed for round trip mileage from home to the off site location, less the round trip mileage from the employee’s home to his/her home base.

Section 5: Selection of Materials and Methodologies
Faculty members shall have the right to select the textbooks, supplemental materials relevant to the course, and associated methodologies for the courses they teach. This shall include the right to collaborate, mentor, and be mentored by part-times with the right to mutually choose such textbooks, supplemental materials, and associated methodologies. Uniform textbooks within disciplines shall be encouraged.

Section 6: LMC Board Materials
The Faculty Association will be provided, at the same time it is distributed to the Trustees, a copy of the agenda for each public meeting of the Board of Trustees, including all normal, non-confidential attachments. The Faculty Association will also be provided a copy of each meeting’s minutes at the same time distribution is made to the Trustees.

Section 7: Reporting
The College agrees that for the life of this agreement all faculty members will report to an Academic Dean.

Section 8: Integrity of Faculty Speech. No speech or correspondence of any kind, including e-mails, texts, etc., will be made in the name of, or from the address of, any faculty without the direct involvement and written permission of that individual faculty member.

Article 7: Discipline and Discharge

Section 1:
No bargaining unit member shall be disciplined or discharged during the term of his/her individual employment contract without just cause. The term “discipline” includes oral warnings, written warnings, suspensions with or without pay, reduction in rank, compensation, occupational advantage, and discharge. Any such discipline, including adverse evaluation of a bargaining unit member’s performance, shall be subject to the terms and conditions of the grievance procedure except oral warnings. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and his/her union representative no later than at the time discipline is imposed with the exception of oral warnings.

Section 2:
Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her Academic Dean. Such response shall be placed in the bargaining unit member’s personnel file, together with a copy of the written disciplinary action issued by the administration, and shall remain a
part of bargaining unit member’s personnel file for no more than seven (7) years from the date of the imposed disciplinary action. At such time, all written documentation pertinent to said disciplinary action shall be removed from the bargaining unit member’s personnel file. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

Section 3:
A bargaining unit member shall be entitled to have present a representative of the union during any meeting, which will or may lead to disciplinary action by the College. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the College of the employee’s right to representation.

Section 4: Progressive Discipline
Ordinarily, the College will follow a system of progressive discipline, which includes oral warnings, written warnings, suspensions with or without pay and discharge. However, all disciplines shall be commensurate with the degree of the infraction.

Article 8: Intellectual Property Rights
Section 1: Definition
Intellectual property means any material, process, or product, whether or not patentable or copy writeable, developed by a faculty member such as, but not limited to, inventions, textbooks, lecture presentations, articles, reviews, artistic work, musical compositions, and other such creatively produced materials, processes or products.

Section 2: Area of Proprietary Interest.
Bargaining unit members shall retain ownership of all intellectual property that they develop except for that property of which the development was a specifically compensated duty or responsibility. If the development of intellectual property is explicitly assigned to the bargaining unit member as a specifically compensated duty or responsibility, the ownership of that intellectual property belongs to the College. Current course material updates will be owned by the College. Faculty shall have the right to publish college-owned intellectual property that they developed, but must obtain permission from their Academic Dean to publish other intellectual property that belongs to the College, including institutional data. Such permission will not be unreasonably withheld. Members shall not permit the development of intellectual property to interfere with their assigned duties and responsibilities.

Section 3: Disputes
Disputes over the existence of ownership of intellectual property are subject to the Grievance Procedure.
Article 9: **Grievance Procedure**

**Section 1: Definition**

A grievance is a complaint that there has been a violation of a specific provision of this labor agreement or existing College policy or procedure. The following are not subject to the grievance procedure:

a. Decisions to reduce the work force.

b. The modification, amendment or repeal of any operational procedure, policy or practice established by the administration unless it violates a specific provision of this labor agreement.

c. Decisions to deny reappointment at the end of the term of a faculty member’s individual contract.

**Section 2: Joined Grievance**

A grievant must join in a single grievance preceding every claim that he/she has arising out of the same transaction or occurrence, even where it is asserted that the transaction or occurrence has violated more than one provision of this labor agreement. A grievant is prohibited from filing more than one grievance concerning the same transaction or occurrence.

**Section 3: Forms**

Grievances must be submitted on forms provided by the College (see Appendix A – Grievance Report Form). All grievances must be signed by the aggrieved employee and a union officer or the Education Association in the event of an Association grievance and must specify the date or dates upon which the complained of action occurred, the policy or provision which is claimed violated, the facts upon which the aggrieved member relies, and the relief requested.

**Section 4: College-wide Grievance Procedure**

The following procedure will be used in processing grievances. If a grievant fails to appeal a decision to the next level within the established time limits, the grievance will be deemed settled and withdrawn. If a response to the grievance is not provided within the established time limit, the grievance will be automatically advanced to the next level. The grievant may, however, withdraw the grievance at any step by written notification to a union officer and the College and the grievance will be deemed closed, and by withdrawing the grievance, the grievant shall waive their individual right to file the grievance. A withdrawal shall not be deemed a determination on the merits and shall not be a binding precedent as to the subject matter raised in the grievance as relates to other members. The time limits may be extended only upon mutual written agreement. The term “days” shall mean calendar days, excluding holidays and days the College is closed. Before initiating a formal grievance, the aggrieved person is encouraged to informally discuss the matter with the person whose action is being grieved.

a. **Level 1:** If a satisfactory resolution is not reached through informal discussion, the aggrieved person may file a written grievance with the supervising Academic Dean. Such grievance must be filed within fourteen (14) days of the event or occurrence giving rise to the grievance or within fourteen (14) days that the grievant reasonably
should have acquired knowledge of the event. Within fourteen (14) days, the Academic Dean will meet with the grievant and will render a written decision within fourteen (14) days following the meeting, setting forth the reasons for his/her disposition of the grievance.

b. **Level 2:** If the grievance is not resolved at Level 1, the grievant may, within fourteen (14) days of receipt of the decision, appeal the Level 1 disposition to the Provost and Vice President of Academic Affairs. Within fourteen (14) days, the Provost and Vice President of Academic Affairs will meet with the grievant and will render a written decision within fourteen (14) days following the meeting, setting forth the reasons for his/her disposition of the grievance.

c. **Level 3:** If the grievance is not resolved at Level 2, the grievant may, within fourteen (14) days of receipt of the decision, notify the President or designee of his/her desire to appeal the decision of the Provost and Vice President of Academic Affairs. Within fourteen (14) days, the President or designee will meet with the grievant and will render a written decision within fourteen (14) days following the meeting, setting forth the reasons for his/her disposition of the grievance.

d. **Level 4:** Mediation: If the grievance is not settled in any of the above steps, the Association may refer the grievance to mediation by giving written notice to the College within ten (10) working days, unless both parties agree to an extension, after receipt of the disposition under Level 3. If notice of mediation is given the parties shall immediately forward a letter to either the Federal Mediation and Conciliation Service or the Michigan State Department of Labor requesting the services of a mutually agreed upon mediator. The mediator shall be limited to interpretation of the meaning of the provisions of this Agreement and the compliance by the College of its obligations under the specific provisions of this Agreement. He/She shall have the power to submit a recommended award or to submit such other proposals as he/she determines appropriate to resolve the grievance. The mediator's recommendations and proposals are not binding on either party. Both parties shall equally share in the cost of mediation.

e. **Level 5:** If the Association is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Association may submit the grievance to arbitration before an impartial arbitrator provided that such submission is made no later than thirty (30) days from receipt of the Level 3 response or thirty (30) days from the date the response was due either under the Level 3 timeline or a mutually agreed to extension deadline. If the parties cannot agree as to the arbitrator during the next fourteen (14) days, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules, which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction if it is not paid within thirty (30) days.
The fees and expenses of the arbitrator shall be borne equally by the parties unless the arbitrator rules otherwise. Each party shall be responsible for payment of their own attorney fees and costs.

**Section 5: Powers of the Arbitrator**
The Arbitrator shall be empowered to make a final and binding decision on all grievances submitted to him/her subject only to the following limitations:

a. He/she shall not have power to add to, or subtract from, disregard, alter, or modify any of the terms of this Agreement.
b. He/she shall not require either party to commit an act that is contrary to law.
c. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.
d. The Arbitrator shall not have the power to award punitive damages.
e. If the grievance involves a dispute concerning the substance of an evaluation under the faculty evaluation process, the Arbitrator shall be limited to deciding only whether the College acted arbitrarily or capriciously.

**Article 10: Appointment, Reappointment and Termination**

**Section 1: Appointment**
Appointments to full-time faculty positions shall be for a period of one (1), two (2), and three (3) academic years, and shall be confirmed by a written contract. The length of the contract shall be determined by the length of the faculty member’s continuous full-time service with the College. Leaves and reductions in force are not considered a break in service. The contract shall automatically revert to a one (1) year appointment for faculty members who are placed on a performance improvement plan. If the faculty member successfully completes the performance improvement plan, the length of his/her contract shall be restored to the length of his/her service with the College up to three (3) years.

**Section 2: Reappointment**
There is no automatic right of reappointment beyond the term of a faculty member’s written contract. However, after a member has completed three (3) years of full time service, a faculty members’ employment will be extended for an additional period of one (1) year unless he/she receives notice of intention to terminate as set forth in Section 3 below.

**Section 3: Termination at Expiration of Contract**
The College, in its sole discretion, may terminate the employment of a faculty member at the expiration of the term of the faculty member’s contract, or at the expiration of any extension of such term by delivering a notice no later than March 1st that the College has elected to deny
reappointment and has opted to terminate the member’s employment at the expiration of the contract’s term. Such termination of a faculty member’s contract shall be adjoined with a written note indicating that the termination was the result of the contract’s natural expiration date. The College is not required to provide a notice of non-reappointment to an employee who has been placed under a performance improvement plan. The contract of an employee under a performance improvement plan shall automatically terminate at the end of the academic year that the performance improvement plan is implemented unless the College takes affirmative action to renew the contract.

The College’s decision not to reappoint an employee in their first three years of employment shall be final and not grievable.

Nothing in this Article shall effect terminations for cause under Article 7.

Article 11:  **Work Year, Work Week, Work Day**  
**Section 1:** The Academic Year  
The standard academic year shall consist of two (2) fifteen calendar week semesters (Fall, Spring) in line with the Academic Calendar, four and a half to five (4.5 to 5) work days prior to the start of the Fall Semester, and three (3) work days prior to the start of Spring Semester.

**Section 2:** Length of Academic Year Contract  
All Full-time Instructional Faculty Members shall be contracted to provide service to the College for the Fall and Spring Academic Semesters as defined by the Annual Academic Calendar. The Fall change will begin with Fall Semester 2019. To launch each semester well, all Full-time Faculty Members shall begin their contractual assignment each Fall four and a half to five (4.5 to 5) work days before the first day of classes and each Spring Semester three (3) work days before the first day of classes. Work days not dedicated to instruction will be used for advising, committee work, discipline/program management, and professional development. The first Monday of Fall work days will be reserved for Opening Day activities, with Tuesday reserved for Committee meetings. Thursdays will be for the Association meeting, a half day for Full-time Faculty driven professional development, and Department meetings.

Lecturers will be paid over an academic year that begins in August, and ends the following August.

The librarian shall be assigned to thirty-seven (37) weeks (one thousand two hundred ninety-five hours – 1295 hours) with a regular work week of thirty-five (35) hours.

**Section 3:** The Academic Week  
The academic week for all full-time faculty members for the purpose of this Agreement shall be Sunday through Saturday. Classes may be scheduled on the weekend with the mutual agreement of the Faculty member, Department Chair/Program Chair and Academic Dean.
Section 4: The Academic Day
The academic day for full-time faculty members shall be from 6:30 a.m. until 12 a.m., Monday through Thursday, and from 6:30 a.m. to 6 p.m. on Friday. Faculty members may be scheduled outside of the normal academic day only with the written consent of the faculty member. A work day will be considered 5.1 clock hours for MPSERS reporting purposes only; therefore, payroll retirement reporting will differ from actual time worked.

Faculty time off will be calculated and reported as follows: Full-time faculty scheduled to work (e.g., class time, committee meeting, office hours, advising, or other duties as noted in job description) and who wish to take personal time off should do so by noting how many hours the Member would be missing assigned work time based on an eight (8) hour work day. Time off will be reported in four (4) hour blocks.

Section 5: Evening Assignments
Evening assignments for full-time faculty shall not exceed two (2) nights per week per semester without the faculty member’s written consent.

Section 6: Limitations: Extended Day Schedules
A faculty member will not be required nor assigned a duty from the end of one day to the beginning of the next day within a twelve (12) hour period of one’s last duty except as the faculty member otherwise agrees and accepts in writing.

Section 7: Duty Hours: Full-time Instructors
Full-time instructors shall be responsible for a total of four hundred twenty (420) contact hours per academic year. One contact hour is equated to sixty (60) minutes of instruction.

Driven by academic needs for students and with the approval of the Department/Program Chair, the Academic Dean and the Provost and Vice President of Academic Affairs, a faculty member may spread the yearly base teaching load over the Spring, Fall and Summer semesters of a particular academic year. For example, with approval, a full-time faculty load could be split 12/12/6 over the 3 semesters.

Five (5) office hours per week shall be scheduled, posted and emailed to the Academic Dean for each semester during the academic year.

Section 8: Job Descriptions
Full-time instructors shall be responsible for duties as outlined in the Full-time Faculty job description. Adherence to the job description will be part of the annual performance review.

The College will confer with the Faculty on all Full-time Faculty, Lecturer,
Program Chair and Department Chair job descriptions.

**Section 9: Absence**
All Full-time Faculty are expected to report to work when the College is open. A Full-time Faculty who does not show for class and is not ill must use a half or full personal day when the College is open. Full-time Faculty should use the Absence Hotline. Full-time Faculty must arrange for curriculum coverage with the Department Chair/Program Chair, where possible. Full-time Faculty providing coverage for absent Full-time Faculty will not receive additional compensation unless the absence is caused by a conflicting College assignment with the approval of the instructional supervisor. Curriculum coverage may include alternative classroom meeting times or special assignments.

**Section 10: Lecturer**
Lecturers will provide instruction and academic support services with a minimum course load of thirty-six (36) contact hours annually with a twelve (12) month contract.

Lecturers will only be given a one (1) year contract. Lecturers will receive the same benefits as full-time faculty.

The College will only hire a maximum of six (6) Lecturers. Lecturers and First Year Full-time Faculty cannot be assigned to a committee. They may elect to serve on a single committee at their own discretion after consultation with their Department/Program Chair and can choose to participate in advising.

**Section 11: Full-time Faculty Number**
The College will guarantee that there will be no fewer than fifty-six (56) full-time faculty positions for the length of the contract.

**Section 12: Flexible Schedules**
Full-release Faculty may work flexible schedules throughout the calendar year with pre-approval from the Academic Dean. Approval will not be unreasonably withheld.

**Section 13: Internet Courses**
Full-time Faculty teaching load cannot be made completely of online courses. Virtual Learning Environment (VLE) is not counted towards online load.

No more than fifty (50) percent of base teaching load will be taught online, unless driven by academic needs for students and with the approval of the Department/Program Chair and the Academic Dean.

**Article 12: Department Chairs/Program Chairs**

**Section 1:**
A Department or Program Chair is a full time faculty who agrees to take on the added responsibility of leadership of their Department or Program.
Department Chairs will be selected with the consensus of the department faculty and the Academic Dean every two (2) years. The number of Department Chairs and the organization of disciplines are determined by the Provost and Vice President of Academic Affairs. The Department, in consensus with the Academic Dean, may choose to divide the duties of the Department Chair between more than one Faculty member. The compensation will be divided appropriately.

A Full-time Faculty must have at least fifty (50) percent of his/her teaching load in a department to vote for the selection of Department Chair for that Department. If load is fifty (50)/fifty (50), Full-time Faculty must choose one department where he/she can vote.

Full-time Faculty teaching in the Transitional Studies Department may vote for Department Chairs in both Transitional Studies and the English/Reading Department or Transitional Studies and the Math Department.

In the event that no Full-time Faculty is available or willing to serve as chair, the Academic Dean will appoint for two (2) years the Program/Department Chair from the Full-time Faculty membership.

The Academic Dean after considering input from the Program/Department may remove a Program/Department Chair for poor performance.

**Section 2:**
Department Chairs shall have as their base work load the Fall and Spring Semesters as defined by the Annual Academic Calendar. In addition, Department Chairs will work an additional fifteen (15) days beyond the academic year to perform duties consistent with the stipulated job description of the Department Chair and scheduled with the Academic Dean. The Department Chair’s base teaching load shall be reduced by four (4) contact hours during each Fall and Spring semester to permit him/her to attend to said duties.

Program Chairs shall have as their base work load the Fall and Spring Semesters as defined by the Annual Academic Calendar. In addition, Program Chairs will work an additional seven and a half (7.5) days beyond the academic year to perform duties consistent with the stipulated job description of the Program Chair and scheduled with the Academic Dean. The Program Chair’s base teaching load shall be reduced by four (4) contact hours during each Fall and Spring semester to permit him/her to attend to said duties.

No class that is at or above fifty (50) percent of the agreed upon enrollment requirement established for the semester and/or term shall be cancelled by the Department Chair without consultation with the Academic Dean.

**Section 3:** Director of Music Program
Faculty Director of Music Program will receive sixteen (16) hours of
release time (eight Fall semester, eight Spring semester).

**Section 4:** Nursing Program Chair
The Program Chair of Nursing will receive eighteen (18) hours of release time (nine Fall semester, nine Spring semester). Extra compensation will be paid to the Nursing Program Chair annually at $4,500.

**Section 5:** Director of Apprenticeship
The Director of Apprenticeship will receive twelve (12) hours of release time (six Fall semester, six Spring semester).

**Article 13:** **General Working Conditions**

**Section 1:** Laboratory Sections
The assignment of students to laboratory sections of scheduled classes shall not exceed the maximum number of work stations available, or as state and national organizations/boards allow.

**Section 2:** Open Entry (OE)
For Open Entry courses, faculty workload will be calculated using the course’s contact hours. For every student enrolled, faculty will receive 0.075 contact hours of compensation times the number of contact hours for the course.

Student count will be determined on the day following the last day to drop for that semester. Following the completion of the semester, the faculty member will submit a request to the Academic Dean for students who have added to the course after the original count date.

Maximum enrollment will be based on available space. Once an instructor accepts a student in an Open Entry course, he/she will be compensated during the semester of enrollment, even if the instruction is not completed until a subsequent semester.

The Academic Dean will determine the courses that may be offered in a self-paced, flexible format in order for the faculty member to make load. A faculty member may not teach more than a total of forty-eight (48) contact hours of equivalents of self-paced, flexible format sections and traditional courses without the approval of the Academic Dean. Disagreements between the Academic Dean and Faculty will be resolved in conference with the Provost and Vice President of Academic Affairs.

**Article 14:** **Alternative Delivery Courses**

**Section 1:**
The first time a course is developed as an Internet course, the faculty member shall be given overload rate equal to one (1) times the course contacts (hours) in the development semester. In terms of developing a new Internet course, the full-time faculty member in consensus with the Department chair shall have first choice as to whether he/she wants to develop such a course him/herself.
Compensation would include development of an online hybrid course. Completely redesigning a previously designed but unsuccessful course could be submitted to the Academic Dean as a request for special assignment. Blended course design could be submitted to the Academic Dean as a request for special assignment.

Section 2:
Seat limits for initial Internet courses shall be limited to fifteen (15) students per section unless the faculty member agrees, in writing, to add additional seats. Subsequent offerings will be capped at twenty-five (25) students, unless the faculty member agrees, in writing, to add additional seats.

Section 3:
Open Lab Learning. Full-time instructors assigned to an Open Lab method of course delivery shall be granted the full amount of contact hours equivalent to the same course delivered in a traditional manner. Courses typically delivered in this manner are developmental courses like reading and math. Student enrollment will be determined and dictated by lab space.

Section 4: Independent Study
The number of students is not to exceed five (5) per semester and the instructor shall be granted one (1) contact hour per semester. Independent study requires a total of fifteen (15) hours of contact per semester.

Article 15: Faculty Evaluation
Section 1: Evaluation cycle
Newly hired full-time faculty members will be evaluated annually for the first two years of employment using the faculty evaluation form. Unless subject to a performance improvement plan, after two (2) years of employment, full-time faculty members will be evaluated once every three (3) years using the faculty evaluation form with approximately one-third of the faculty evaluated each year (See Appendix B). Lecturers will be evaluated annually in the same fashion as first year full-time faculty members.

The College will require three days of new full-time faculty orientation prior to the start of the first semester of employment. The new full-time faculty will be compensated $600 for the three days of orientation, payable on next payroll cycle following orientation completion.

Section 2: Evaluation
Faculty members will receive performance compensation provided they submit and complete their 1-3 year goals and report the results of those goals. Faculty members must also participate in an annual Collegial Conference as described in Appendix B. Failure to submit, complete, and report on goals on time or failure to participate in the annual Collegial Conference within the specified time frame shall result in no increase in compensation and placement on a performance improvement plan.
Section 3: Components
The components of the faculty evaluation shall include:

a) Classroom observation
b) Efforts to improve student learning in his/her courses, including student perception of instruction
c) Active College-wide citizenship
d) Timely submission of mid-term and final grades. Confirm class rosters as noted in the Academic Calendar.
e) 1-3 year goals
f) Expectations for change and/or improvements (if necessary)
g) Department Chair/Program Chair performance, as applicable.

Section 4: Classroom/Lab Observations
For instructional faculty, classroom/lab performance will be evaluated by direct observation once every three years, unless additional observations are agreed to by the faculty member. These evaluations will be conducted by the applicable supervising administrator during the year that the Faculty Evaluation Form is due. Additional classroom/lab observations may be scheduled if the faculty member is on a performance improvement plan. Faculty at any time may also ask for the Department Chair and/or a Peer Instructor to likewise evaluate him/her. Such evaluations will become part of the Faculty’s overall Evaluation Process (and will be included with the Faculty Evaluation Form). (See Appendix B)

Full-time Faculty will be compensated three (3) hours of part-time pay (one [1] hour of observation, one [1] hour for report writing, and one [1] hour for meeting with Part-time Faculty for discussion) per Part-time Faculty observation. Compensation will be at highest part-time faculty tier pay, excluding market rates.

Full-time Faculty will not receive additional compensation for Full-time Faculty Peer-to-Peer reviews.

Section 5: Librarian Evaluations
The performance of the Librarian will be evaluated by direct observation once every three years. The evaluation will be conducted by the applicable supervising administrator during the year that the Faculty Evaluation Form is due. Additional observations may be scheduled if the Librarian is on a plan of assistance. The Librarian, at any time, may also ask for a Department Chair and/or a Peer Instructor to likewise evaluate him/her. Such evaluations will become part of the Librarian's overall Evaluation Process (and will be included with the Faculty Evaluation Form).

Section 6: Student Perception of Instruction
Faculty will survey at least three (3) classes per Academic Year. Exceptions will be made in consultation with the Academic Dean. They may survey as many of their classes per semester as they desire.

Full-time Faculty instructing online courses will survey at least one (1) online class per semester, as required by the Higher Learning Commission.
Section 7: Department Chair and Program Chair Evaluations
Department Chairs will be evaluated on scheduling of classes and program management. Program Chairs will also be evaluated on program management.

Section 8: Goals
In consultation with the supervising administrator, all faculty will develop three to five (5) goals of 1-3-year duration. Goals will be specific, measurable, and aligned with the College’s strategic plan or the academic plan. When a program review is required, it will be included as part of the goals. Assessment of student learning is an element of program reviews, as required by the Higher Learning Commission (HLC). Such goals shall be sent to the supervising administrator (in writing or via email) no later than May 20. Between May 21 and September 30, said goals will either be approved by the supervising administrator or revised by the faculty member in collaboration with the supervising administrator.

Section 9: Faculty Evaluation Process
The Faculty Evaluation Process shall be on a three-year cycle, with the supervising administrator evaluating a course/ lab of the faculty member during the third year of the cycle. (Note: Faculty shall be divided into three groups using last names that begin with A-I, J-R, and S-Z).

A collegial conference (which may either be verbal or written) shall occur during the first two years of the faculty evaluation process. The collegial conference shall include:

a. A discussion of the Faculty Member's 3-5 goals and their progress/ attainment.

b. A discussion of the Faculty Member’s efforts to improve student learning in his/her courses (including a review of student perception of instruction surveys).

c. A discussion of the Faculty Member’s contributions as an "active citizen" to the overall support of the College over the past year. Such endeavors may include curriculum (re) development, recruitment of students, and/ or promotion of College-wide activities.

d. A discussion of the Faculty Member’s participation in committee assignments.

e. A discussion of Faculty Member’s contributions as a Department Chair or Program Chair, as applicable.

A collegial conference shall also occur in the third year of the faculty evaluation process, covering the same discussion points listed above. In addition, a written Faculty Evaluation Form will be completed by the supervising administrator, which shall address the following:

a) Progress/attainment of goals

b) Efforts to improve student learning (including a review of Student Perception of Instruction surveys)

c) College citizenship

d) Classroom observation
e) Expectations for change with clear explanation of expectations for improvement. This section must be completed anytime a faculty member is given “acceptable with concerns” or “unacceptable” on any portion of the faculty evaluation.

f) A discussion of the Faculty Member’s participation in committee assignments.

g) A discussion of Faculty Member’s contributions as a Department Chair or Program Director, as applicable.

**Section 10: Online Student Survey**
The Faculty Association and the College recognize that the intention of the online student survey is for data to be collected and used in an aggregate way to assess and improve LMC’s online learning environment. The online student survey is not intended to measure individual faculty performance and is in no way meant to replace or augment the student perception of instruction survey. Any instructor process without that instructor’s consent.

**Article 16: Conditions of Employment**

**Section 1: Dependent Tuition Grants**
Dependents of faculty members including spouse, children under age twenty-six (26), and other qualified adults shall be granted entrance for credit to any classes for which they meet entrance requirements and a tuition waiver shall be awarded. Dependents will be responsible for payment of fees.

**Section 2: Faculty Tuition Grants**
Faculty members will be granted entrance, credit and provided tuition for any class for which space is available, so long as there is no conflict with their own assignments.

**Section 3: Office Space and Secretarial Service**
The College shall make every effort to provide office space and necessary supplies and equipment for each faculty member. Full-time faculty members will be provided one designated secure office space as his or her principal place of business. Secretarial support will be provided for each division.

**Section 4: Faculty Parking**
Parking arrangements currently in effect will be maintained for the term of this agreement.

**Section 5: Overload**
During the Fall and Spring semesters, faculty members who are not on a performance improvement plan within the discipline or program area shall be eligible for all overload classes or assignments that exist in that discipline or program area of the College. During the Spring/Summer semesters, faculty members within the discipline or program area shall be granted the right of first refusal to all overload classes or assignments that exist in that discipline or program area of the College.
Full-time faculty members will be paid at the highest part-time rate for overload work.

The Faculty Association and the College recognize the clause in the contract that states: “full-time faculty members will be paid at the highest part-time rate for overload work” is the established practice and will continue to be enforced as such.

Both the College and the Association also recognize that for the nursing department to attract part-timers with the qualifications needed for accreditation, a special market driven rate will be paid to nursing part-times who hold MSN degrees. This rate will only be paid to those nursing part-timers who hold an MSN and not to other part-time instructors and will not be used as the pay rate for full-time instructors’ overload.

Both the College and the Association also recognize that for the CIS department to attract Part-time Faculty, a special market driven rate will be paid to CIS Part-time Faculty. This rate will not be used as the pay rate for full-time instructors’ overload.

For any part-time rate to be considered a special market driven rate, it must be discussed with the Faculty Association prior to implementation. If a higher rate is paid to any part-time instructor as a special market driven rate without the Faculty Association first being provided the opportunity for input, it will be considered as a regular part-time rate and as such, all full-time overload will be paid at that higher rate.

In the interests of maintaining quality of instruction, a full-time faculty member may be offered and accept overload assignments in a scheduled semester; however, the overload contact hours shall not exceed twelve (12) per academic year unless approved by the Academic Dean. Disagreements between the Academic Dean and Faculty will be resolved in conference with the Provost and Vice President of Academic Affairs.

To process overtime pay, Human Resources must receive an approval sign off by the Faculty Member and his/her respective Academic Dean. Full-time faculty fall overload will be paid on the first pay cycle that occurs once spring classes may no longer be cancelled. Full-time Faculty Spring overload will be calculated at the end of each Spring semester and paid on the last payroll of each Spring semester, unless otherwise agreed by the Faculty Member and the Academic Dean.

Full-time Faculty overload is anything over fifteen (15) contact hours in a semester.

Lecturer overload will be calculated at the end of Spring and Summer semesters and paid on the last payroll of each semester, unless otherwise agreed by the Faculty Member and the Academic Dean.
For the purposes of calculating course contact overload hours, a base teaching load of fifteen (15) contact hours per week shall be equated to two hundred ten (210) contact hours per fourteen (14) week semester with a contact hour equal to sixty (60) minutes. An instructor shall be paid overload compensation when his/her cumulative base teaching load exceeds four hundred twenty (420) contact hours.

Section 6: Professional Development
The College shall budget annually for $1,700 professional development money for each full time faculty member. Professional development activities, including pooled activities, must be agreed upon with the Academic Dean. The $1700 can be pooled with other division faculty provided written notification is given to the Academic Dean and the Provost and Vice President of Academic Affairs. Learning outcomes will be included in the authorization form submission. Fund use cannot cross fiscal years.

Use of professional development funds must be related to discipline/program, unless agreed upon with the Academic Dean.

Professional development may include college coursework, but will be subject to IRS rules. Funds cannot be used for technology/software purchases, as other sources are available for such funding.

Any funds not encumbered by March 1 of any year would be directed to teaching enhancement activities (e.g., the Masters Teachers Academy, the Great Teachers Conference or curriculum development workshops).

The Full-time Faculty will participate in Fall and Spring LMC Days for all College employees. Both will be full day events. A half day of the designated work days prior to the start of each semester will be reserved for department professional development activities.

Section 7: Governance: Cabinet and Faculty Communication Committee
Charge: To strengthen the level of communication between College leaders on the Cabinet and the Faculty.

Anticipated Outcomes: Monthly discussions will lead to deeper understanding and more effective information distribution.

Procedural Information: This Committee is strictly about enhancing communications through regular discourse and as such it has no power to make decisions on any topic.

Section 8: Governance: Committee Participation
Whenever College appointed standing or ad hoc committees containing faculty representation shall forward written recommendation to the appropriate administrator, said administrator shall respond, in writing, to that committee as to the disposition of the recommendation(s) as well as reason(s) for the disposition.
Where possible, committee meetings will be scheduled to allow maximum full-time faculty participation. The following standing committees: Academic Leadership Council (ALC), College Curriculum Committee (CCC), and Instructional Coordinating Council (ICC) will continue to meet as currently scheduled.

The College Curriculum Committee (CCC) and the Academic Leadership Council (ALC) will each include a Full-time Faculty Co-Chair.

Every spring of even numbered years, the Provost and Vice President of Academic Affairs will solicit faculty representation for the academic committees of their choice. All Full-time Faculty, with the exception of lecturers, will serve on at least one academic committee of their choice for a two (2) year term.

Every effort will be made to honor committee choices. However, for the purposes of ensuring adequate representation on all academic committees, the Provost and Vice President of Academic Affairs may request that faculty serve on an alternative committee.

Section 9: Health Examinations
In cases where the member’s record shows recurring illness or incapacitation, the Vice President, Administrative Services may request the member to visit his/her doctor at stated intervals for examination and treatment. The cost of said requested medical treatment will be paid by the College.

Section 10: “Right to Understanding”
The faculty member upon initial employment will receive hazardous materials training, as mandated by the State of Michigan, and will be expected to adhere to all relevant laws, regulations and procedures of the College thereto. Please see Hazard Communication Program Policy and Procedure.

Section 11: Course Outlines
Syllabi for all courses taught by an instructor are to be prepared and updated by the instructor, approved by the Department Chair and filed with the supervising Academic Dean.

Section 12: Normal Workload
The normal practice of quantifying faculty work load is by faculty contact hours. The faculty contact hours are the total of the lecture hours and laboratory hours. There are some health science courses where contact hours will not follow the above formula (e.g., clinicals) and will be defined by the Academic Dean.

Courses outside the normal practice would include Open Entry Internships, Independent Study, and Co-Ops.
Section 13: Low Enrollment Courses
There are on occasion, special circumstances (such as courses with very low enrollment which faculty members may agree to teach without any contact hours at all. This will be mutually agreed upon ahead of time between the faculty member, chair and the appropriate Academic Dean.

Section 14: Instructional Week
The faculty work week (Sunday through Saturday) is defined as the assigned contact hours plus other related professional responsibilities. Such responsibilities may include: teaching and course preparation, grading, group instruction, assisting individual students, academic advising, curriculum and course development, professional development and other duties as assigned. In addition, faculty are expected to be on campus to engage in the College governance process through active participation on college wide committees, task forces, or work groups.

Section 15: Cross Listed Courses – Same Course
Two courses, same content, different identifiers, taught at the same time in the same room by one faculty member (one example is MATH 216 and BUSA 216). The faculty member is allocated the work load (the contact hours) for only one of the cross listed courses. These contact hours should be charged to the appropriate organization number in proportion to the student enrollment. The Department Chairs/Coordinators are responsible to initiate and verify that the appropriate classes have been cross-listed.

Section 16: Cross Listed Courses – Different Courses
Two or more sections of two or more different courses are taught at the same time and place. The faculty member is allocated the work load (the contact hours) of the largest of those in this combination. These contact hours should be charged to the appropriate organization number in proportion to the student enrollment. The Department Chairs/Coordinators are responsible to initiate and verify that the appropriate classes have been cross listed.

Section 17: Co-Teaching/Team Teaching
When approved by the Academic Dean in advance, some sections may be taught by two or more faculty members. When done so, the contact hours for the course are split between the faculty members. If not otherwise stipulated in writing ahead of time, the contact hours are allocated equally between the several faculty members co-teaching the course. The Co-Teaching rules do not apply to a course that is team taught. For Nursing Fundamentals, which currently is team taught by three (3) Faculty Members, each instructor will receive full contact hour credit providing that there are at least seventy-five (75) students enrolled in the section. If fewer than seventy-five (75) students are enrolled, the student to faculty member ratio will not exceed thirty-two (32) students per faculty member and will not be fewer than twenty-four (24).

Section 18: Co-Chairs, Student Learning Committee
Two (2) full-time faculty will serve as Co-Chairs of the Student Learning
Committee, each receiving nine (9) hour stipend at part-time rate, three (3) hours in Fall semester, three (3) hours in Spring semester, and a Summer stipend equal to three (3) hours of overload pay.

**Section 19:** No Pay Courses
Our mini courses are taught with no pay. Students complete these courses under the supervision of a faculty member teaching another course, for which they are paid. For example, a faculty member may be paid to teach MATH 090 or 095 in the Math Lab setting for specified hours each week. During these same hours, they also instruct students who are enrolled in any of these mini courses. (The mini courses to which this rule applies include, without limitation, MATH 060, 061, 062, 063, 064, 066, 067, 068, 069, 071, 072, 073, 074, 075, 076, 078 and READ 088, 090, 093, 096, 099). Other mini-courses may be included upon written mutual agreement of the Education Association and the College.

**Section 20:** Dental Assisting – Program Chair
The Program Chair of the Dental Assistant Program will receive six (6) hours of release time in the Fall and Spring Semesters. The Program Chair is responsible for evaluating students, assigning grades, etc. for all students enrolled in the program. The Program Chair will be paid annually $2000 for this assignment. In addition, Program Chairs will work an additional seven and a half (7.5) days beyond the academic year to perform duties consistent with the stipulated job description of the Program Chair and scheduled with the Academic Dean.

Competency Based Curriculum
Full-time Dental Faculty members whose load is entirely teaching Open Entry/Open Exit and Open Entry/Defined Exit courses will operate with a base load of twenty-four (24) hours assigned in the lab and five (5) office hours per week.

**Section 21:** Music Director of Spring Musical
One music faculty member is assigned to direct the musical production each Spring semester. This is the direction needed for the musicians, not the actors. This assignment includes working with the theatre director to choose the production, managing the audition process, choosing musicians, studying the music, preparing for rehearsals, rehearsing the musicians, and conducting the music during all performances of the musical. This assignment will be for three (3) contact hours and will count towards load.

**Section 22:** Beginning Applied Music, 100 Level Music Lessons
Faculty teaching these courses are credited 0.5 contact hour per student and this applies towards load. This applies to our 100 level applied music courses which include MUSI 100, 120, 130, 134, 140, 142, 144, 146, 150, 152, 154, 156, 158, 160, 170, 172, 174, 176, 178, 180, 181 and 188.

**Section 23:** Advanced Applied Music, 200 Level Music Lessons
Faculty teaching these courses are credited one contact hour per student and this applies towards load. (This applies to our more advanced 200 level

Section 24: Medical Imaging
The Director of Radiologic Technology receives six (6) hours release time per semester. Extra compensation will be paid to the Radiologic Technology Program Chair annually at $2,000. Seven and one-half (7.5) days beyond the academic year are to perform duties consistent with the stipulated job description of the Program Chair and scheduled with the Academic Dean.

The Director of Sonography will receive of six (6) hours of release time per semester. Extra compensation will be paid to the Sonography Program Chair annually at $2,000. Seven and one-half (7.5) days beyond the academic year are to perform duties consistent with the stipulated job description of the Program Chair and scheduled with the Academic Dean.

Article 17: Seniority

Section 1: Seniority Date
Seniority begins from the individual’s appointment date to full-time service at the College as a faculty member. Ties will be broken by a blind draw conducted by the President of the Education Association, unless there is a prior agreement as to the order of seniority by the affected faculty members.

Section 2: Seniority List
A master seniority list indicating length of all full-time faculty service at Lake Michigan College shall be prepared by Human Resources and issued to the Education Association no later than thirty (30) days after the beginning of the academic year.

Section 3: Accrual
Seniority shall continue to accrue for faculty members who are on an approved paid leave of absence. Except for active military leave, during unpaid leaves of absence, seniority shall not continue to accrue, but shall be frozen as of the date that the unpaid leave began and shall thereafter accrue when the faculty member returns to active employment.

Section 4: Break in Seniority
Seniority shall be lost and broken upon the occurrence of any of the following:
  a. discharge
  b. resignation
  c. retirement
  d. abandonment
  e. transfer outside of the bargaining unit for more than one year
  f. failure to return to work at the end of an authorized leave or any extension thereof
Article 18: **Vacancies, Transfers, and Promotions**

**Section 1: Vacancies and New Jobs**

When the College decides to fill a vacant bargaining unit position or when it creates a new bargaining unit position, the job will be posted internally for Full-time Faculty for five working (5) days prior to its distribution elsewhere. When the College is not in session, a copy of the posting will be given to the President of the Education Association ten working (10) days prior to its distribution elsewhere.

Any member of the Full-time Faculty, who possesses the minimum necessary qualifications, as defined by the job description, shall have the right to apply for the job, except those members on a performance improvement plan. Any Full-time Faculty member who possesses the minimum necessary qualifications for the job and is not on a performance improvement plan shall be given first preference.

A fully qualified, internal candidate may be expedited to the level of “appointment” to a faculty position with approval of the Academic Dean, the Provost and Vice President of Academic Affairs, and the President, and in consultation with the Full-time Department Faculty.

Should there not be a qualified, internal candidate or the supervising Academic Dean desire to consider additional candidates, the position will be posted externally after the internal posting of five (5) working days. The Search Committee will include, at a minimum, the supervising Academic Dean and the department chair or a Full-time Faculty member of the discipline, and will review the qualified applicant pool regularly and send a proposed candidate list to Human Resources. Human Resources will identify a diverse pool of qualified candidates, when at all possible, for the search committee to consider.

The majority of members of any full time faculty search committee will be full-time faculty.

If interested, the Search Committee will notify Human Resources for onsite interview(s). If a candidate lives beyond driving distance, an initial screening interview will be conducted for all candidates by conference call by the Search Committee before considering a visit to campus.

Human Resources will work with the Search Committee to develop an interview schedule to include key stakeholders (individual or group interviews) for the position. At a minimum, full-time faculty for the discipline, the applicable department chair, as well as the applicable Academic Dean will be included in the interview process.

Onsite interviews will be held. The Search Committee will consult with other interviewers for feedback on candidate(s). The Search Committee will make finalist(s) recommendation(s); then notify Human Resources of finalist(s). Human Resources will perform employment verification and obtain three (3) reference checks. Additional in-depth reference checks
may be conducted by the Search Committee at their discretion.

The supervising Academic Dean will make the final hiring decision in consultation with the Provost and Vice President of Academic Affairs and the President.

Section 2: Voluntary Transfers
Upon the mutual agreement of the faculty member and the College, the faculty member may be granted a change in assignment to another area within his/her competency. Such requests must be delivered to the supervising Academic Dean, the Provost and Vice President of Academic Affairs and the appropriate administrative official.

Section 3: Involuntary Transfers
A faculty member may be involuntarily transferred to another assignment or position within his/her competency where such transfer is necessitated by unforeseen vacancies, economic factors, enrollment factors or other unforeseen circumstances. No such transfer shall be for more than one (1) academic semester, and will be made to the least senior faculty member from the department in which the transfer is made. This Section does not apply to involuntary transfers as part of a performance improvement plan or for disciplinary reasons.

Section 4: Transfers Outside the Bargaining Unit
The faculty member who transfers to a position outside the bargaining unit shall, if returned to a bargaining unit within one year from the date the transfer began, not lose seniority.

The faculty member transferring to a temporary position outside the bargaining unit providing interim coverage shall retain the right to return to a bargaining unit position at the conclusion of the interim assignment without loss of seniority.

Section 5: Teaching Assignments
Individual class teaching assignments shall be determined within the department with the approval of the Academic Dean. Such approval shall not be unreasonably withheld.

Section 6: Temporary Transfers
No faculty member shall be assigned to teach outside of his/her academic discipline or to teach subjects markedly different from the academic discipline he/she was originally employed to perform, except as mutually agreed to by the faculty member and the Academic Dean to provide a full schedule. Transfers of this nature must be approved in advance to ensure compliance with HLC faculty qualifications requirements. In the event a reassignment is made and the faculty member objects to such reassignment, he/she shall perform such assignment subject to the final step of the grievance procedure.

No faculty member shall be temporarily assigned to an administrative
Article 19: **Reduction in Personnel, Layoff, and Recall**

**Section 1:** The College possesses the ultimate right to determine if a faculty reduction in force (RIF) will occur. Before any faculty RIF occurs, the College will meet and confer with the Association and solicit Association input as to (1) alternatives to the RIF, or (2) the method to implement the RIF. The Education Association will be provided an opportunity to present recommendations to the President or his/her designated representative(s) regarding such reductions for consideration prior to the final decision.

**Section 2:** The Chief Financial Officer will provide faculty, the Provost and Vice President of Academic Affairs, and the Academic Deans with year-end enrollment numbers by program/discipline every August. The Academic Deans will meet with the departments regarding these numbers during Fall Opening Days and discuss strategies for addressing concerns.

The RIF may be caused by:

a. Declining enrollment over a three year period or persistent low enrollment in a program or discipline.

b. Declining enrollment over a two year period or persistent low enrollment college wide

c. Program no longer applicable or expense of program is too great, regardless of enrollment

d. Financial emergency is defined as a significant reduction in revenue (a minimum of $0.5 million of operating funds) or an unanticipated increase in an uncontrollable expense.

**Section 3:** Where the RIF might occur due to 2a, 2b or 2c, the College will give faculty and the Association three (3) months advance notice that the RIF might occur. The College will also notify the Association to meet and confer. Where 2d and a resulting RIF will occur, the College will notify the Association to meet and confer immediately.

If a layoff in relation to 2a, 2b, or 2c begins before the required period of written notice is satisfied, the affected employee shall be paid salary, and fringe benefits shall be continued for the balance of the required notice period and the Education Association waives any action for alleged breach of this Section.

Should the College experience a significant reduction in revenue, budget reductions/controls will first be in non-personnel expenses. In addition, the College will make every attempt to freeze the development of any new positions. In event of a RIF because of a significant reduction in revenue (2d), the College shall inform the Education Association President of its contemplated actions. Such notice shall be given at least fourteen (14) days prior to any layoff notices being sent to bargaining unit employees. If the Education Association so requests, the College shall meet with the
Education Association prior to the mailing of any layoff notices. At such meetings, the Education Association may present to the College for consideration by the College any proposals it may have regarding the RIF or how it will be accomplished.

**Section 4:**
If a program is eliminated, affected employees in the program will be RIFed. If RIFed, the employee(s) may:
   a. Request retraining. Retraining requires mutual agreement between the College and the employee and will be based on College needs, or
   b. Be offered internal outplacement services.

**Section 5:**
If there is a college-wide RIF, the focus will be on what will least impact students. The following examples, which are not all inclusive, may be considered:
   a. Focus on lowest enrollment courses
   b. Drop classes not necessary to complete program degree or certification
   c. If multiple faculty teach in a discipline, RIF one and increase class size for the remainder
   d. Other

**Section 6:**
When choosing among several faculty members in the same academic discipline, the least senior Full-time Faculty will be laid off first, followed by the next least senior and so forth. In the event seniority is equal, the deciding factor will be by lottery.

**Section 7:**
When positions become available, faculty members will be recalled in the inverse order of the layoff, provided they possess the credentials to perform the available job. Faculty will remain on the recall list for a period of two (2) years. Notification of recall shall be by certified mail at the faculty member’s last known address. The faculty member will accept or reject the position within ten (10) days, by registered mail to the College. If the faculty member rejects the position, he/she shall remain on the recall list for a period of one year or such time as the faculty member would have remaining on the recall list should the position not have been offered. If not recalled within such time, the faculty member will be removed from the recall list.

**Section 8:**
Should the position previously held by a faculty member become available again, he/she shall have the right to it with no loss of College seniority.

**Section 9:**
A seniority list will be created and maintained.

**Article 20: Personnel Files and Other Employment Documents**

**Section 1:** Personnel File Access:
Each bargaining unit member will have a personnel file in the Office of
Human Resources. Only this file will be considered as the official personnel file for the employee. Except for confidential pre-employment information, employees shall have access to all information in his/her file, and upon written request, may have an Officer of the Education Association accompany him/her at such review. The employee has the right to enter a response or an elaboration to any item placed in his/her file. At a minimum, each personnel file shall contain the core documents listed in Appendix C – Personnel Files.

The faculty member shall have the right to review his/her file during normal work hours.

Section 2: Personnel File Management:
The Human Resources Department maintains its own centralized personnel files and should be contacted for specific procedural information relating to personnel files for LMC employees. The College maintains personnel information for each employee in order to have a complete, accurate and current record of the employee’s salary and job history at the College.

Employee personnel files are defined to include the application for employment, and records which are used or have been used to determine an employee’s qualifications for HLC compliance, promotion, compensation, termination, or disciplinary action. The foregoing shall not be construed to alter the definition of “personnel records” as defined by federal and state laws. Employee personnel files should contain only that information which is directly related to the employee’s job duties, salary, performance and general employment history. Medical files, where applicable, will be maintained separately from other files. Materials regarding the personal or private life of an employee will not be placed in the personnel file.

Section 3: Adverse or Critical Material
Nothing of a critical nature will be placed in the employee’s official personnel file unless he/she has had an opportunity to examine it, and to acknowledge this examination by initialing it, and has had an opportunity to submit a written response.

Section 4: Employment Contracts:
Each assignment for which an employee is paid shall be evidenced by a written contract, which shall be placed in the employee’s personnel file. All such contracts shall contain a statement that they are subject to the provisions of this bargaining agreement. Where an employee receives release time to perform duties, such arrangement shall be reduced to writing and placed in the employee’s personnel file.

Article 21: Paid Leave
Section 1: Jury Duty and Court Appearances:
When an employee is summoned for jury duty or is subpoenaed to appear in court as a non-litigant, he/she must notify his/her Academic Dean or coordinator. The employee must remit jury duty fees less mileage
reimbursement to the Financial Services Department and he/she will receive regular pay and benefits.

Section 2: Bereavement:
In case of a death of a spouse, other qualified adult, child, stepchild, parents, sibling, or a relative residing in the immediate household, five (5) days of bereavement leave will be granted.

In case of a death of a grandparent, grandchild and parent-in-law, and parent of another qualified adult, three (3) days of bereavement leave will be granted.

One (1) day of bereavement leave will be granted to attend the funeral of aunt, uncle, grandparent-in-law, brother/sister-in-law, niece or nephew.

Additional leave days may be approved at the discretion of the Vice President, Administrative Services and shall be subtracted from the accumulated sick leave.

Section 3: Sick Leave:
For absences due to personal illness or disability ten (10) days per year, accumulated at one (1) day for each academic month of service, will be granted to each employee, with accumulation to one hundred fifty (150) days. One (1) additional day will be credited for a member holding an eleven (11) month contract. Two (2) additional days per year will be credited for a member holding a twelve (12) month contract. Sick leave may be used for the following reasons:

a. For the personal illness or injury of the employee.

b. For the employee’s parent, spouse, child, step child, domestic partner or relative living in the immediate household where such person suffers a FMLA qualifying event.

c. Illness or injury of a family member not living in the household or a domestic partner, not to exceed five (5) days per illness. Additional time may be approved at the discretion of the Vice President, Administrative Services, in consultation with Academic Dean and Provost and Vice President of Academic Affairs.

d. To provide for emergency arrangements for the care of disabled relatives or immediate family, not to exceed two (2) working days for relatives and three (3) working days for immediate family or domestic partners.

e. Bereavement (as subject to Article 21, Section 2).

In first year of employment, full-time faculty can apply to Human Resources for an advance of up to five (5) days sick time, to be paid back from future accruals, if they have not accrued a sufficient amount for illness. Approval will be provided unless performance issues exist that would question continuation of contract beyond first year. Should the faculty quit employment prior to earning these advanced days, the negative balance would come out of the final paycheck.

In the event an employee of the College has experienced a catastrophic
medical emergency, faculty may give one-half or a full personal day(s) to the person to assist with medical needs. Faculty will donate the days by notification to the Vice President, Administrative Services.

Section 4: Illness or Disability
a. Length of Leave: The employment of faculty members may be terminated after two (2) consecutive years of long term disability leave. However, if so terminated, they remain eligible to apply for future vacant positions if they recover from the disability.

b. Physician’s Examination: The College may require examination by a physician of its choosing, at its expense, for any faculty member whom it believes may be unable to perform his/her duties due to illness, disability or incapacity. Refusal to submit to such examination will be grounds for termination.

c. Notice and Due Process: Before a faculty member’s employment is terminated due to illness, incapacity, or disability, a written notice of intent to terminate shall be delivered to the faculty member, or to the guardian, spouse, or such other person as may be legally responsible for the faculty member. Upon receipt of such notice, the member may request implementation of the provisions for due process set forth in Article 9 – Grievance Procedure. No termination will become effective until completion of due process.

Section 5: Personal Leave:
The number of days allowed annually for personal leave is three (3). Faculty may take only two (2) half days. (The intent is that full-time faculty receive two half personal days and two full personal days.) Faculty may use a half day of personal time when the scheduled time missed is either no more than half of the scheduled time for that particular day or when all of scheduled time missed for that particular day fits within a four (4) hour time span. In certain cases such as when the time off can be made up at a later time (e.g., an office hour that is rescheduled) the Academic Dean may grant an "excused absence" which then requires no use of personal time.

Personal leave is not cumulative and may not normally be utilized on the day immediately preceding or following days when the College is officially closed or holidays and breaks. Where personal leave is to be used on days preceding or following holidays or College breaks, it must be approved by the Academic Dean in advance.

Section 6: Paid Leaves, Temporary Military Leave:
For employees called to temporary military service of ninety (90) days or less (e.g., National Guard duty, Reserve training), the College will continue to pay the employee’s salary and the employee will sign over to the College any pay received from the military. The College will also continue to provide comprehensive health insurance to the employee and/or the employee’s dependents if no comprehensive health insurance is offered to the employee and/or the employee’s dependents through the
Full-time Faculty may leave for and/or return from temporary military service “outside the period of service in the uniform services” on a workday where not scheduled to teach without using personal leave and receive regular College full-time faculty compensation for the travel day(s). Missed office hours shall be rescheduled.

**Section 7: Sabbatical Leave**
The College will grant one (1) two (2)-semester sabbatical leave each year of this agreement. In addition, the College may grant up to two (2) additional two (2)- semester sabbatical leaves each year of this agreement. The College may also grant one (1)-semester sabbatical leaves. Sabbatical leave is conditioned on the College’s ability to hire a replacement. Sabbatical leaves will be awarded in accordance with the procedures that are in effect on the date of this agreement (see Appendix D. -- Faculty Sabbatical Leave). The Sabbatical Leave Committee will make its recommendation based on consensus.

**Article 22: Unpaid Leaves**

**Section 1: Unpaid Leaves, Active Duty Military Leave:**
The College will provide a leave of absence for employees called to active duty of greater than ninety (90) days, in accordance with Federal Law. No salary or collateral benefits will be allowed for such extended leave. The employee’s right to reemployment upon discharge will be governed by Federal Law.

**Section 2: Unpaid Campaign Leave:**
Upon sixty (60) days advance notice and the approval of the Provost and Vice President of Academic Affairs, an employee may be granted a leave of absence of one semester in order to campaign for political office. Such leave will be without pay or benefits. The employee may choose the semester in which the leave will be taken.

**Section 3: Unpaid Professional Leaves:**
Upon approval of the Provost and Vice President of Academic Affairs and in collaboration with the President, unpaid professional leaves of up to two (2) years may be taken for purposes such as:
- Advanced study leading to a degree or certification
- Retraining in a different subject matter other than the employee’s current discipline or specialty
- Exchange teaching or assignments at other institutions
- Professional societies and associations
- Special training in the employee’s current discipline or specialty
- Political leave
- Other leaves of absence upon the mutual consent of the employee and the President

Except as required by the Family and Medical Leave Act, while on unpaid leave an employee shall have the option to maintain his/her group insurance.
coverage by assuming the premiums, payable one month in advance. Benefits or rights accumulated prior to the effective date of the leave of absence shall be carried forward and credited to the member upon his/her return; however, a member on unpaid leave shall not accrue sick leave or additional sabbatical leave credit while on leave.

The College will not hold open the employee’s position nor guarantee employment at conclusion of the unpaid professional leave. The employee may reapply for College employment at the conclusion of the unpaid professional leave.

The College shall continue to maintain its portion of group health insurance coverage for the duration of any Family and Medical Leave.

**Section 4: Family and Medical Leave**

Employees who work a minimum of one thousand two hundred fifty (1,250) hours in any twelve (12) month period are eligible for family and medical leave under the terms and conditions of the Family and Medical Leave Act of 1993 and federal regulations pertaining to that statute.

Lake Michigan College will require the employee to use accrued paid leave as part of any leave provided under the Family and Medical Leave Act. The types of paid leave that shall be used are as follows:

Sick Days, Personal Days, Short Term Disability, Long Term Disability. Worker’s compensation benefits and all leave time will run concurrently with the FMLA leave.

**Section 5: Unpaid Leaves of Absence**

Leaves of absence without pay or fringe benefits for personal illness or poor health may be granted in increments of semesters for one (1) year and may be extended up to two (2) years by the College.

**Article 23: Insurance Benefits**

**Section 1: Insurance Plan**

From July 1, 2018 through December 31, 2018, Full-time Faculty Members shall each contribute twenty (20) percent of the cost of their MESSA health insurance plan.

The College will establish a Health Benefits Task Force beginning Fall 2018, for the life of this contract. Membership will be made of an equal number of Administrators/Administrative Staff (appointed by the President) and Full-time Faculty (appointed by the Association). The President and the Task Force will set guidelines for the work of the Task Force at its first meeting (e.g., affordability for College and employees, plan components, administrative oversight). The Task Force will meet annually to review alternative plans (e.g., BCBSM, AETNA, MESSA), renewal bids, and plan components based on pre-established guidelines and recommend to the President a health insurance option for all employees. The Task Force will also annually recommend to the President up to $50,000 (beyond cost of base plan) of plan improvements benefiting all Full-time Faculty and Staff.
to be implemented beginning with the FY '19 Calendar Year renewal. If the Task
Force cannot reach consensus, recommendations will be presented to the President
for a decision.

From January 1, 2019 through June 30, 2021, Full-time Faculty Members shall
transition to the collegewide health care plan recommended by the Health Benefits
Task Force and approved by the President. The College and the Association will
abide by PA152 under either the hard cap or 80/20 provisions, whichever is less
costly to all full-time College employees. Calculation will be made on an annual
basis.

If the plan recommended by the Health Benefits Task Force is a high deductible
plan, the high deductible will be funded by the College at a minimum of $2700 for
two-person and family coverage and $1350 for single coverage. Deductible is
funded in two (2) equal installments, January and July of each year.

The College plan will contain at least two (2) tiers in order to comply with the
Affordable Care Act, which requires single coverage must be "affordable" per the
Act's regulations.

The College shall make payment of insurance contributions when due for all
persons to assure continuance of coverages. The insurance year shall be defined as
January 1 through December 31.

The open enrollment period will be scheduled in November of each year by the
Designated Plan Administrator.

A newly hired bargaining unit member shall be provided insurance effective with
his/her first day of work. When necessary, contributions on behalf of bargaining
unit members shall be made retroactively or prospectively to assure uninterrupted
participation and coverage. The College shall be responsible for providing
insurance information including applications and claims materials.

If one employee is covered under another employee’s insurance, one shall elect
health insurance coverage and the other shall elect the cash option in lieu of health
benefits.

Section 2: Auxiliary Benefits
From July 1, 2018, through June 30, 2021, the College assumes costs of
long term disability, term life, vision and dental insurance benefits. Any cost
for additional coverage options beyond the College’s contribution will be
paid by the Full-time Faculty Member.

Section 3: Opt Out
Faculty members who opt out of health coverage and instead elect the
coverages described in Section 2 above shall receive an annual stipend of
$2,400 payable in twenty-six (26) equal installments. The stipend amount
will be applied through the College’s regular payroll system or other
College approved options.
Section 4: College Contribution
The College’s contribution per Faculty member shall cease for a Faculty member whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act or where health insurance is available under a disability or other applicable program.

Section 5: Elective Benefits
Faculty are entitled to collegewide elective benefits, with additional cost paid by the employee.

Article 24: Compensation
Section 1:
Wages for Full-time Faculty are:
- FY ’19 – 3.5% infusion of the grid beginning January 1, 2019, and no step increase. Those Full-time Faculty at 17+ will receive $1000, not added to the base.
- FY ’20 - 2% infusion of the grid and one step increase. Those Full-time Faculty at 17+ will receive $1000, not added to the base.
- FY ’21 - 2% infusion of the grid and one step increase. Those Full-time Faculty at 17+ will receive $1000, not added to the base.

The College will provide a $9000 annual stipend for all Department Chairs
$4500 annual stipend for Nursing Program Chair
$2000 annual stipend for Ultrasound Program Chair, Radiological Technologies Program Chair, and Dental Program Chair.

Supplemental compensation such as Laboratory Maintenance stipends currently a part of the contract will continue to be funded by the College as is.

The College will provide a 3.5% increase to the base for FY ’19 for any lecturers beginning January 1, 2019. Lecturers will receive a 2% increase in FY ’20 and FY’ 21, each beginning in August.

Step advancement depends on fully meeting the performance expectations of the faculty member’s annual evaluation.

Lake Michigan College (the College) and the Lake Michigan College Education Association MEA/NEA (the Education Association) agree that incoming lecturers will be paid a yearly salary within the range of $34,000 to $44,000 plus benefits. Initial placement on this range will be determined by Human Resources with the approval of the President, based on academic degree, teaching experience, related to work experience and market driven factors.

The number of lecturers employed at the College shall not exceed 6.
Section 2:
New hires will be placed on the salary schedule in accordance with the procedures set forth in Appendix F – Faculty Salary Equity Placement Method. The Placement Committee may recommend to Human Resources that the College award additional steps above the new hire’s normal placement for prior experience, special skills, additional degrees, or other factors (e.g., market driven position) relevant to the position for which the individual is being hired.

Section 3: Retirement
At the time of hire, a full-time faculty member may elect to participate in either
the Michigan Public Schools Retirement System or in TIAA.
  a. Current standard contribution to the Michigan Public School Employee’s Retirement System is paid in full by the College. Additional employee contributions may be deducted under the guidelines of the MPSERS as amended from time to time.
  b. College established contribution to TIAA is paid by the College. Additional employee contributions may be deducted under IRS guidelines.

Whatever the College contribution made for non-faculty employees will be made for faculty. The College contribution for TIAA will not be lower than 14.96% for the length of the contract for full-time faculty hired prior to August 31, 2011. Beginning September 1, 2011, new Full-time Faculty choosing TIAA will receive a College contribution of ten (10) percent. In addition, the College will match any employee’s contribution, who was hired after August 31, 2011, to TIAA up to two (2) additional percent. For the length of this contract, new Full-time Faculty choosing TIAA will receive a College contribution of ten (10) percent. In addition the College will match any employee’s contribution who was hired after August 31, 2011 to TIAA up to two (2) additional percent.

Section 4: Tax Deferred Annuities Including 403b
The Board shall make available a salary deferral plan with any carrier approved by the designated Plan Administrator. Contributions, when made, shall be transmitted according to the member’s pay schedule to the appropriate carrier in accordance with the Internal Revenue Code 195 as amended.

Section 5: Payroll Deduction and Direct Deposit
The Board shall make available payroll deductions and direct deposit of pay checks as approved by the Chief Financial Officer.

Section 6: Level Change
For faculty achieving advanced degrees, the registrar of the granting institution must issue the official finding (e.g., grade, degree earned) by the faculty contract deadline before a Level change is granted.

Section 7: Work-based Learning (e.g., Co-op and Internships)
Work-based learning opportunities will be coordinated by an appropriate faculty member within the applicable discipline as determined by the Academic Dean. The faculty member shall be
compensated on a semester basis for one (1) contact hour in increments of every three (3) students. The number of students enrolled will be determined on the last day classes can be dropped and refunded at one hundred percent.

Student count will be determined on the day following the last day to drop with full refund for that semester. Following the completion of the semester, the faculty member will submit a request to the Academic Dean for students who have been added to the course after the original count date.

This does not include clinical practice courses in Health Careers.

**Section 8:** Extra Compensation - Department Chair and Program Chair
Extra compensation will be paid to Department Chairs annually at $9,000.

$4500 annual stipend will be paid for Nursing Program Chair.

$2000 annual stipend will be paid for Ultrasound Program Chair, Radiological Technologies Program Chair, and Dental Program Chair.

Chair pay will be spread equally among all payrolls throughout the fiscal year.

**Section 9:** Program Management
Program management involves oversight of orphan instructional programs. The assignment will be made by the Provost and Vice President of Academic Affairs. The faculty member will be compensated $750 for each program per academic year.

**Section 10:** Fitness Center
For a College-owned Fitness Center, the College will provide the full-time faculty Physical Education and Wellness Coordinator with an eight (8) contact hour stipend for coverage of a College-owned Fitness Center for the entire fiscal year.

**Section 11:** Special Assignment
A special assignment is a request for services that falls outside the usual and customary faculty duties (e.g., may be developing a course outside of program, grant management, new Full-time Faculty orientation, alternative delivery methods, Honors Program coordination). Prior to performing a special assignment, the faculty member, chair, and Academic Dean must document the nature of the assignment in a written agreement specifying dates, amount of time, compensation, and the expected outcomes of the special assignment. Compensation (e.g., release time, stipend) will vary depending upon the work required.

Temporary assignments like Title III and Achieving the Dream will be treated as special assignments.
Section 12: Portfolio Evaluation
A stipend of $75 shall be provided for each portfolio evaluated by faculty.

Section 13: Supplemental Laboratory Maintenance Contract
To provide the student with a quality learning environment, a fifteen hundred dollar ($1,500) annual supplemental contract per lab will be issued to each faculty member responsible for maintaining a lab. A lab is defined as a physical area related to a program that requires maintenance. Labs include two (2) CIS Labs, art, nursing, radiography ($750) and ultrasound ($750) combined as one, theatre, dental, welding, machine tool, hydraulics/pneumatics and electronics combined as one, and culinary. Duties involved will consist of overseeing/management of supplies, maintaining lab conditions, general lab maintenance, and light machine repair.

Stipends will be paid the last payroll of the semester in which the work occurs.

Article 25: Non-Discrimination
The parties recognize the College’s continuing commitment to equal employment opportunity, non-discrimination and affirmative action. The parties further agree that there shall be no discrimination with respect to training, assignment, promotion, transfer, discipline, or other conditions of employment, or in the application or administration of this Agreement on the basis of race, color, religion, national origin, gender identity or expression, age, marital status, sexual orientation, sex, physical or mental disability, height, creed, political affiliation, citizenship status, AIDS/HIV status, weight, misdemeanor arrest record, genetic information or veteran status.

Article 26: Faculty Member Rights
Section 1: Communication Devices
Except as is required as an accommodation under federal or state disability laws, the presence of communication devices by students during meeting of classes shall be subject to the permission of the instructor. Permission shall not be unreasonably withheld. A student denied permission shall have the burden of establishing through the student grievance process that permission was unreasonably withheld. Where permission is granted, the student shall be required to acknowledge in writing that the content of the instruction shall not be reproduced but only used for the student’s own personal learning experience.

Section 2: Observations
All classroom observations shall be conducted in the open and with the full knowledge of the instructor.

Section 3: Concerted Activity
The College shall not discriminate with respect to the terms and conditions of a faculty member’s employment, because of his/her membership or non-membership in the Education Association, or because of his/her lawful
participation in Education Association activities.

Section 4: Personal Activities
Faculty members are entitled to full rights of citizenship. Activities on their personal time, including but not limited to religious or political activities, shall not be used as a basis to discriminate in the terms and conditions of their employment, provided that such activities do not prevent them from performing their employment duties and provided further that faculty members do not represent that those activities are undertaken on behalf of the College.

Members shall not conduct themselves in any manner that creates an actual conflict of interest between their position of employment and their activities or relationships with students currently in their class. Members shall immediately disclose any potential conflict of interest situation that may arise to the Vice President, Administrative Services. Failure to make such disclosure may result in discipline. Faculty members shall not authorize the use of College resources for the benefit of, or for supporting or opposing, political or religious beliefs.

Section 5: Departmental Participation
Any full-time faculty member that is assigned duties in more than one area or department shall have the right to fully participate in all areas or departments that he/she serves.

Section 6: Field Trip
A field trip shall be defined as any educational activity which requires students and faculty members to leave the specific site where the class is normally scheduled to meet. The College shall make every effort to supply transportation for all field trips.

Section 7: Liability Insurance
The College shall continue to provide liability insurance to full-time faculty through its Risk Management provider, subject to the coverage provided.

Section 8: Academic Freedom
The faculty member shall be entitled to freedom of discussion within the classroom on all matters relevant to the course and within his/her area of professional competence.

When an artistic performance, work or exhibition is conducted by a faculty member as a professional extension of his/her teaching responsibilities, he/she shall be entitled to academic freedom of expression, subject only to legal requirements and Board policies.

Upon the previous written approval of the supervising Academic Dean, a member shall be free to introduce on an experimental basis any methods or innovations in instruction which he/she believes will enable students to achieve the course objectives. The member will provide an evaluation
Article 27: **Section 1: Severability**  
If any provision of this agreement or any application of this agreement to any faculty member or faculty members should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to rule or regulation of appropriate State agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law but all other provisions shall continue in full force and effect.

Article 28: **Section 1: No Strike**  
The Education Association shall not cause, engage in, or sanction any strike or interruption of normal College operations during the life of this agreement. Nor shall there be any strike or any interruption of work during the life of this agreement because of any dispute or disagreements between any persons who are not signatory parties to this agreement.

**Section 2: No Lockout**  
The College agrees that there will be no lockout of the Education Association or Education Association members during the life of this Agreement.

Article 29: **Duration of Agreement**  
This Agreement shall remain in full force and effect from the 1st day of July, 2018 until the 30th day of June, 2021.

Subsection (7) of the Public Employment Relations Act, MCL § 423.215, requires:  
**MCL § 423.215(7) Compliance Provision:** Consistent with the provisions of the public employment relations act, MCL § 423.215 (7) and the local government and school district fiscal accountability act, MCL §§ 141.1501 to 141.1531 (as may be amended), the parties recognize that this Agreement may be subject to rejection, modification, or termination by an emergency manager appointed under the local government and school district fiscal accountability act to the extent that the local government and school district fiscal accountability act applies to community colleges. Nothing in this collective bargaining agreement precludes either party from challenging the local government and school district fiscal accountability act.
Article 30: **Entire Agreement**  
**IN WITNESS WHEREOF**, the duly authorized representatives of both parties have affixed their signatures at Benton Harbor, Michigan, this _______________________________day of _____________________, 2018.

**LAKE MICHIGAN COLLEGE**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>_________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>_________________________</td>
</tr>
</tbody>
</table>

**LAKE MICHIGAN COLLEGE EDUCATION ASSOCIATION MEA/NEA**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>_________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>_________________________</td>
</tr>
</tbody>
</table>
APPENDIX A – GRIEVANCE REPORT FORM

Grievance # ____________ Lake Michigan College

Submit to Supervisor in Duplicate

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Name of Grievant</th>
<th>Date Filed</th>
</tr>
</thead>
</table>

**STEP 1**

A. Date Cause of Grievance Occurred: ____________
B. 1. Article/Section/Policy Violated: ____________
   2. Statement of Grievance:

   __________________________

   3. Relief Sought:
   __________________________

   __________________________

Grievant Signature        Date /Time

Education Association Officer Signature, Date/Time

C. Disposition of Academic Dean:

   __________________________

   Signature of Academic Dean        Date /Time

D. Disposition of Grievant and/or Association:

   __________________________

   Signature        Date/Time
If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

STEP 2
A. Date Received by Vice President or Designee:
B. Disposition of Vice President or Designee:

VP or Designee Signature Date/Time

C. Position of Grievant and/or Association:

Signature Date/Time

STEP 3
A. Date Received by President or Designee:
B. Disposition of President or Designee:

President or Designee Signature, Date/Time

STEP 4
A. Date/Time Submitted to Mediation:

STEP 5
A. Date/Time Submitted to Arbitration:
APPENDIX B

FACULTY EVALUATION PROCESS

May 20 Faculty send 3-5 goals to the supervising administrator.

May 20-September 30 Goals are either approved or negotiated and revised by the faculty member in collaboration with the supervising administrator.

October 1 In the third year of the evaluation cycle, faculty submit a completed Faculty Evaluation Form to the same supervising administrator.

October 21-February 1 Collegial Conference occurs between faculty and the supervising administrator, and the Faculty Evaluation Form is completed by the supervising administrator.

The Faculty Evaluation Process shall be on a three-year cycle, with the supervising administrator evaluating a course/ lab of the faculty member during the third year of the cycle. (Note: Faculty shall be divided into three groups using last names that begin with A-I, J-R, and S-Z). Faculty at any time may ask for the Department Chair and/or a Peer Instructor to likewise evaluate him/her. Such evaluations will also become part of the Faculty’s overall Evaluation Process (and will be included with the Faculty Evaluation Form).

A collegial conference (which may either be verbal or written) shall occur during the first two years of the faculty evaluation process. The collegial conference shall include:

a. A discussion of the Faculty Member’s progress toward/attainment of his/her goals.
b. A discussion of the Faculty Member’s efforts to improve student learning in his/her courses (including a review of student perception of instruction surveys).
c. A discussion of the Faculty Member’s contributions as an “active citizen” to the overall support of the College over the past year. Such endeavors may include curriculum (re) development, participation in committee assignments, recruitment of students, and/or promotion of College-wide activities.

A collegial conference shall also occur in the third year of the faculty evaluation process, covering the same discussion points listed above. In addition, a written Faculty Evaluation Form will be completed by the supervising administrator, which shall address the following:

a) Progress/attainment of goals
b) Efforts to improve student learning (including a review of Student Perception of Instruction surveys)
c) College citizenship
d) Classroom observation
e) Expectations for change and/or improvements (if necessary)
Faculty Member:

Attainment of Goals

- Acceptable
- Acceptable with Concerns
- Unacceptable

*Comments:

Efforts to Improve Student Learning (including review of Student Perception of Instruction surveys)

- Acceptable
- Acceptable with Concerns
- Unacceptable

*Comments:

College Citizenship

- Acceptable
- Acceptable with Concerns
- Unacceptable

*Comments:

Committee Participation

- Acceptable
- Acceptable with Concerns
- Unacceptable

*Comments:

Classroom Observation

- Acceptable
- Acceptable with Concerns
- Unacceptable

*Comments

Department Chair/Program Chair Performance

- Acceptable
- Acceptable with Concerns
- Unacceptable
- Non-applicable

*Comments

*Expectations for Change and/or Improvements:
Additional Comments

Faculty member comments (optional):

_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________

Determination:

Faculty Member:

☐ has ☐ has not met all expectations
☐ is ☐ is not recommended for the next step

Signatures:

_________________________________   ___________________________   ___________________________
Faculty Member                      Date                      Supervising Administrator                    Date

*as appropriate and necessary
APPENDIX C
PERSONNEL FILES

Each employee’s personnel file shall contain the following core documents:

1. Employment application.
2. Academic transcripts.
3. Faculty data sheet.
5. Release time form (where applicable).
7. Written discipline.
8. Resignation or discharge.
9. HLC credential verification.

The failure to include any of the foregoing documents in a personnel file shall not be subject to a grievance, unless there exists a discernible pattern that the employer has intentionally excluded or removed material from the file. In the event the employer loses documents meant for inclusion in a personnel file, the employer shall pay any fees required to reproduce the document.

The foregoing shall not be construed to alter the definition of personnel records as defined by federal and state law including, without limitation, the Bullard-Plawecki Employee Right to Know Act, MCL 423.501, et seq and the Michigan Wage and Fringe Benefits Acts, MCL 408.471, et seq, the Michigan Occupational Safety & Health Act, MCL 408.1001, et seq.
APPENDIX D – FACULTY SABBATICAL LEAVE

Office of Origin: Human Resources
Date Adopted: 01-19-00
Date Reviewed: 05-16-18
Last Date Modified & Approved: 06-26-18

Sabbatical leaves are limited to purposes that clearly promise reciprocal advantage to the College and to the applicant.

A. The initial request for a sabbatical leave is made by the first Monday in December by 4 p.m. through the Office of Human Resources for the next academic year. Exceptions to this deadline will be considered by the appropriate Academic Dean and Provost and Vice President of Academic Affairs on a case-by-case basis. At a minimum, the request should:

1. State the purpose of the sabbatical, including specific activities to be accomplished, with time lines for completion.
2. State the method of evaluating progress.
3. State the value of the leave to the applicant.
4. State the value of the leave to the College.
5. State the expected dollar value of grants, fellowships and other remuneration related to sabbatical activities.
6. Document seven years of continuous service in a full-time faculty capacity (including approved leaves of absence) at Lake Michigan College.
7. Document the passage of seven years since last sabbatical leave.

B. Remuneration to faculty members granted sabbatical leave shall be at the rate of full salary for one semester or half salary for one year.

C. The faculty member shall return to his/her position with the College for a period double in length of the leave granted, or may be asked to reimburse the College.

D. Those granted sabbatical leave are responsible for accomplishment of the stated objectives of the leave, or may be asked to reimburse the College.

E. Sabbatical Leave Committee

1. A Sabbatical Leave Committee will be appointed by the President and will be composed of all Academic Deans and one Faculty Member from each academic division (Arts & Sciences, Career and Workforce, and Health Sciences). The chair of the committee will be a faculty member and will serve a one-year term.
Role of the Committee
The committee reviews all applications for sabbatical leave and submits its recommendation including a financial impact statement for review by the Provost and Vice President of Academic Affairs and the President.

2. In making its recommendations, the committee will consider:
   a. The extent to which the applicant’s plans for the use of time while on leave are definitive and educationally constructive.
   b. The extent to which a leave could have an immediate impact on the quality of instruction or service at the College through the faculty member’s increased knowledge and/or competence.
   c. The extent of the applicant’s professional study, contribution and successful service at Lake Michigan College during the preceding seven years.

3. The President will consider the recommendation of the committee and the Provost and Vice President of Academic Affairs, and report his/her decision to the Board of Trustees.

4. Written notice of the decision of the President will be given to the concerned member within fifteen (15) days after official action of the President, but no later than the day after the April Board Meeting.

5. Within sixty (60) days of the expiration of the leave, the individual shall provide a written report, along with any additional documentation requested, to the President for purpose of evaluating the success of the leave. The individual may be asked to appear before the Board of Trustees to present a summary.

Responsibility: Vice President, Administrative Services

References:
REQUEST FOR SABBATICAL LEAVE: FACULTY

To be considered for the following academic year, application must be received in Human Resources by 4 p.m. on the first Monday in December.

Name: ___________________________ Date: ______ Department: __________________________
Date of Hire (full-time): _____________ Date of Last Sabbatical Leave: ___________
Time Period of Requested Leave: ___________
I will return to my position as of: ________________
Signature: __________________________

ATTACHED DOCUMENTATION: (To be completed by applicant)
1. Statement of purpose, including specific activities to be accomplished with time lines for completion.
2. State the method of evaluating progress.
3. State the value of the leave to the applicant.
4. State the value of the leave to the College.
5. State the expected dollar value of grants, fellowships and/or other remuneration related to sabbatical activities (specify type and amount).

APPLICATION REVIEW: COMPLETE BEFORE SUBMITTING TO HUMAN RESOURCES

Academic Dean’s Signature: __________________________ Date: __________
Provost and Vice President of Academic Affair’s Signature: __________________________
Date: __________________________

RECOMMENDATION OF THE SABBATICAL LEAVE COMMITTEE:

Name: __________________________ Title: __________________________
Name: __________________________ Title: __________________________
Name: __________________________ Title: __________________________
Name: __________________________ Title: __________________________
Name: __________________________ Title: __________________________
Name: __________________________ Title: __________________________
Name: __________________________ Title: __________________________
Name: __________________________ Title: __________________________
# APPENDIX E – FACULTY GRID

**Lake Michigan College**

**Faculty Grid**

**July 2018 - December 2018**

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>13</th>
<th>14</th>
<th>15</th>
<th>16</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>39684</td>
<td>41584</td>
<td>43474</td>
<td>45364</td>
<td>47255</td>
<td>49145</td>
<td>51035</td>
<td>52925</td>
<td>54815</td>
<td>56706</td>
<td>58596</td>
<td>60486</td>
<td>62376</td>
<td>64266</td>
<td>66156</td>
<td>68102</td>
<td>70105</td>
<td>72107</td>
</tr>
<tr>
<td>2</td>
<td>41763</td>
<td>43676</td>
<td>45760</td>
<td>47854</td>
<td>49958</td>
<td>52053</td>
<td>54153</td>
<td>56253</td>
<td>58353</td>
<td>60453</td>
<td>62553</td>
<td>64653</td>
<td>66753</td>
<td>68853</td>
<td>70953</td>
<td>73053</td>
<td>75153</td>
<td>77253</td>
</tr>
<tr>
<td>3</td>
<td>43863</td>
<td>45761</td>
<td>47859</td>
<td>49956</td>
<td>52054</td>
<td>54153</td>
<td>56253</td>
<td>58353</td>
<td>60453</td>
<td>62553</td>
<td>64653</td>
<td>66753</td>
<td>68853</td>
<td>70953</td>
<td>73053</td>
<td>75153</td>
<td>77253</td>
<td>79353</td>
</tr>
<tr>
<td>4</td>
<td>45963</td>
<td>47859</td>
<td>49959</td>
<td>52059</td>
<td>54159</td>
<td>56259</td>
<td>58359</td>
<td>60459</td>
<td>62559</td>
<td>64659</td>
<td>66759</td>
<td>68859</td>
<td>70959</td>
<td>73059</td>
<td>75159</td>
<td>77259</td>
<td>79359</td>
<td>81459</td>
</tr>
<tr>
<td>5</td>
<td>48065</td>
<td>49965</td>
<td>51865</td>
<td>53965</td>
<td>56065</td>
<td>58165</td>
<td>60265</td>
<td>62365</td>
<td>64465</td>
<td>66565</td>
<td>68665</td>
<td>70765</td>
<td>72865</td>
<td>74965</td>
<td>77065</td>
<td>79165</td>
<td>81265</td>
<td>83365</td>
</tr>
<tr>
<td>6</td>
<td>48572</td>
<td>49672</td>
<td>50772</td>
<td>51872</td>
<td>52972</td>
<td>54072</td>
<td>55172</td>
<td>56272</td>
<td>57372</td>
<td>58472</td>
<td>59572</td>
<td>60672</td>
<td>61772</td>
<td>62872</td>
<td>63972</td>
<td>65072</td>
<td>66172</td>
<td>67272</td>
</tr>
<tr>
<td>7</td>
<td>49655</td>
<td>50755</td>
<td>51855</td>
<td>52955</td>
<td>54055</td>
<td>55155</td>
<td>56255</td>
<td>57355</td>
<td>58455</td>
<td>59555</td>
<td>60655</td>
<td>61755</td>
<td>62855</td>
<td>63955</td>
<td>65055</td>
<td>66155</td>
<td>67255</td>
<td>68355</td>
</tr>
<tr>
<td>8</td>
<td>48495</td>
<td>50395</td>
<td>52295</td>
<td>54195</td>
<td>56095</td>
<td>57995</td>
<td>59895</td>
<td>61795</td>
<td>63695</td>
<td>65595</td>
<td>67495</td>
<td>69395</td>
<td>71295</td>
<td>73195</td>
<td>75095</td>
<td>76995</td>
<td>78895</td>
<td>80795</td>
</tr>
<tr>
<td>9</td>
<td>49065</td>
<td>51065</td>
<td>53065</td>
<td>55065</td>
<td>57065</td>
<td>59065</td>
<td>61065</td>
<td>63065</td>
<td>65065</td>
<td>67065</td>
<td>69065</td>
<td>71065</td>
<td>73065</td>
<td>75065</td>
<td>77065</td>
<td>79065</td>
<td>81065</td>
<td>83065</td>
</tr>
<tr>
<td>10</td>
<td>49565</td>
<td>51565</td>
<td>53565</td>
<td>55565</td>
<td>57565</td>
<td>59565</td>
<td>61565</td>
<td>63565</td>
<td>65565</td>
<td>67565</td>
<td>69565</td>
<td>71565</td>
<td>73565</td>
<td>75565</td>
<td>77565</td>
<td>79565</td>
<td>81565</td>
<td>83565</td>
</tr>
<tr>
<td>11</td>
<td>51446</td>
<td>53446</td>
<td>55446</td>
<td>57446</td>
<td>59446</td>
<td>61446</td>
<td>63446</td>
<td>65446</td>
<td>67446</td>
<td>69446</td>
<td>71446</td>
<td>73446</td>
<td>75446</td>
<td>77446</td>
<td>79446</td>
<td>81446</td>
<td>83446</td>
<td>85446</td>
</tr>
<tr>
<td>12</td>
<td>52446</td>
<td>54446</td>
<td>56446</td>
<td>58446</td>
<td>60446</td>
<td>62446</td>
<td>64446</td>
<td>66446</td>
<td>68446</td>
<td>70446</td>
<td>72446</td>
<td>74446</td>
<td>76446</td>
<td>78446</td>
<td>80446</td>
<td>82446</td>
<td>84446</td>
<td>86446</td>
</tr>
<tr>
<td>LEVEL</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>-------</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>1</td>
<td>41083</td>
<td>43039</td>
<td>44936</td>
<td>46952</td>
<td>48064</td>
<td>50025</td>
<td>52023</td>
<td>54075</td>
<td>56065</td>
<td>58026</td>
<td>60054</td>
<td>62000</td>
<td>64032</td>
<td>66047</td>
<td>68056</td>
<td>70048</td>
<td>72046</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>43226</td>
<td>45293</td>
<td>47361</td>
<td>49429</td>
<td>51498</td>
<td>53565</td>
<td>55534</td>
<td>57502</td>
<td>59470</td>
<td>61439</td>
<td>63407</td>
<td>65375</td>
<td>67343</td>
<td>69311</td>
<td>71279</td>
<td>73248</td>
<td>75216</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>43432</td>
<td>45500</td>
<td>47568</td>
<td>49536</td>
<td>51505</td>
<td>53473</td>
<td>55441</td>
<td>57409</td>
<td>59377</td>
<td>61346</td>
<td>63314</td>
<td>65282</td>
<td>67250</td>
<td>69218</td>
<td>71186</td>
<td>73155</td>
<td>75123</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>44896</td>
<td>47033</td>
<td>49173</td>
<td>51311</td>
<td>53449</td>
<td>55587</td>
<td>57725</td>
<td>59863</td>
<td>62001</td>
<td>64139</td>
<td>66277</td>
<td>68415</td>
<td>70553</td>
<td>72691</td>
<td>74829</td>
<td>77039</td>
<td>79290</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>46916</td>
<td>49045</td>
<td>51175</td>
<td>53304</td>
<td>55432</td>
<td>57561</td>
<td>59689</td>
<td>61818</td>
<td>63947</td>
<td>66075</td>
<td>68205</td>
<td>70333</td>
<td>72461</td>
<td>74590</td>
<td>76719</td>
<td>78847</td>
<td>81076</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>47345</td>
<td>49474</td>
<td>51603</td>
<td>53732</td>
<td>55861</td>
<td>57990</td>
<td>60119</td>
<td>62247</td>
<td>64376</td>
<td>66505</td>
<td>68634</td>
<td>70763</td>
<td>72892</td>
<td>75020</td>
<td>77149</td>
<td>79278</td>
<td>81407</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>48529</td>
<td>50658</td>
<td>52787</td>
<td>54916</td>
<td>57045</td>
<td>59174</td>
<td>61303</td>
<td>63432</td>
<td>65561</td>
<td>67690</td>
<td>69819</td>
<td>71948</td>
<td>74076</td>
<td>76205</td>
<td>78334</td>
<td>80463</td>
<td>82592</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>50197</td>
<td>52326</td>
<td>54455</td>
<td>56584</td>
<td>58713</td>
<td>60842</td>
<td>62971</td>
<td>65100</td>
<td>67229</td>
<td>69358</td>
<td>71487</td>
<td>73616</td>
<td>75745</td>
<td>77874</td>
<td>80003</td>
<td>82132</td>
<td>84261</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>50818</td>
<td>53047</td>
<td>55176</td>
<td>57305</td>
<td>59434</td>
<td>61563</td>
<td>63692</td>
<td>65821</td>
<td>67950</td>
<td>70079</td>
<td>72208</td>
<td>74337</td>
<td>76466</td>
<td>78595</td>
<td>80724</td>
<td>82853</td>
<td>84982</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>51734</td>
<td>54051</td>
<td>56180</td>
<td>58309</td>
<td>60438</td>
<td>62567</td>
<td>64696</td>
<td>66825</td>
<td>68954</td>
<td>71083</td>
<td>73212</td>
<td>75341</td>
<td>77470</td>
<td>79600</td>
<td>81729</td>
<td>83858</td>
<td>85987</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>53247</td>
<td>55563</td>
<td>57881</td>
<td>60000</td>
<td>62229</td>
<td>64458</td>
<td>66687</td>
<td>68916</td>
<td>71145</td>
<td>73374</td>
<td>75603</td>
<td>77832</td>
<td>80061</td>
<td>82290</td>
<td>84519</td>
<td>86748</td>
<td>88977</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>54282</td>
<td>56597</td>
<td>58816</td>
<td>61035</td>
<td>63254</td>
<td>65483</td>
<td>67712</td>
<td>69941</td>
<td>72170</td>
<td>74400</td>
<td>76629</td>
<td>78858</td>
<td>81087</td>
<td>83316</td>
<td>85545</td>
<td>87774</td>
<td>89993</td>
<td></td>
</tr>
<tr>
<td>LEVEL</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>-------</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>41905</td>
<td>43299</td>
<td>45896</td>
<td>47991</td>
<td>49887</td>
<td>51882</td>
<td>53878</td>
<td>55873</td>
<td>57869</td>
<td>59864</td>
<td>61859</td>
<td>63855</td>
<td>65850</td>
<td>67845</td>
<td>69841</td>
<td>71886</td>
<td>74010</td>
<td>76187</td>
</tr>
<tr>
<td>2</td>
<td>44089</td>
<td>46199</td>
<td>48308</td>
<td>50418</td>
<td>52528</td>
<td>54637</td>
<td>56747</td>
<td>58858</td>
<td>60966</td>
<td>63075</td>
<td>65185</td>
<td>67294</td>
<td>69404</td>
<td>71514</td>
<td>73623</td>
<td>75735</td>
<td>78030</td>
<td>80331</td>
</tr>
<tr>
<td>3</td>
<td>44301</td>
<td>46410</td>
<td>48520</td>
<td>50629</td>
<td>52739</td>
<td>54848</td>
<td>56958</td>
<td>59067</td>
<td>61177</td>
<td>63286</td>
<td>65396</td>
<td>67506</td>
<td>69615</td>
<td>71725</td>
<td>73834</td>
<td>76006</td>
<td>78241</td>
<td>80542</td>
</tr>
<tr>
<td>4</td>
<td>45795</td>
<td>47976</td>
<td>50157</td>
<td>52338</td>
<td>54518</td>
<td>56698</td>
<td>58880</td>
<td>61061</td>
<td>63241</td>
<td>65422</td>
<td>67603</td>
<td>69784</td>
<td>71964</td>
<td>74145</td>
<td>76326</td>
<td>78507</td>
<td>80882</td>
<td>83260</td>
</tr>
<tr>
<td>5</td>
<td>47849</td>
<td>50148</td>
<td>52447</td>
<td>54746</td>
<td>57044</td>
<td>59342</td>
<td>61641</td>
<td>63940</td>
<td>66238</td>
<td>68537</td>
<td>70836</td>
<td>73134</td>
<td>75433</td>
<td>77732</td>
<td>80030</td>
<td>82335</td>
<td>84632</td>
<td>87340</td>
</tr>
<tr>
<td>6</td>
<td>48272</td>
<td>50570</td>
<td>52869</td>
<td>55167</td>
<td>57466</td>
<td>59755</td>
<td>62043</td>
<td>64332</td>
<td>66621</td>
<td>68909</td>
<td>71198</td>
<td>73486</td>
<td>75775</td>
<td>78064</td>
<td>78353</td>
<td>80650</td>
<td>82849</td>
<td>85048</td>
</tr>
<tr>
<td>7</td>
<td>49002</td>
<td>51204</td>
<td>53405</td>
<td>55708</td>
<td>58008</td>
<td>60290</td>
<td>62574</td>
<td>64860</td>
<td>67146</td>
<td>69432</td>
<td>71718</td>
<td>74004</td>
<td>76290</td>
<td>78576</td>
<td>80862</td>
<td>83148</td>
<td>85434</td>
<td>87720</td>
</tr>
<tr>
<td>8</td>
<td>51201</td>
<td>53508</td>
<td>55806</td>
<td>58104</td>
<td>60402</td>
<td>62700</td>
<td>64997</td>
<td>67294</td>
<td>69590</td>
<td>71886</td>
<td>74182</td>
<td>76478</td>
<td>78774</td>
<td>81070</td>
<td>83366</td>
<td>85662</td>
<td>87958</td>
<td>90254</td>
</tr>
<tr>
<td>9</td>
<td>51834</td>
<td>54133</td>
<td>56431</td>
<td>58731</td>
<td>61030</td>
<td>63329</td>
<td>65627</td>
<td>67924</td>
<td>70221</td>
<td>72518</td>
<td>74815</td>
<td>77112</td>
<td>79409</td>
<td>81706</td>
<td>84003</td>
<td>86300</td>
<td>88596</td>
<td>90893</td>
</tr>
<tr>
<td>10</td>
<td>52769</td>
<td>55068</td>
<td>57367</td>
<td>59666</td>
<td>61965</td>
<td>64264</td>
<td>66563</td>
<td>68862</td>
<td>71160</td>
<td>73458</td>
<td>75756</td>
<td>78054</td>
<td>80352</td>
<td>82650</td>
<td>84948</td>
<td>87246</td>
<td>89544</td>
<td>91841</td>
</tr>
<tr>
<td>11</td>
<td>54312</td>
<td>56612</td>
<td>58912</td>
<td>61212</td>
<td>63512</td>
<td>65812</td>
<td>68112</td>
<td>70412</td>
<td>72712</td>
<td>75012</td>
<td>77312</td>
<td>79612</td>
<td>81912</td>
<td>84212</td>
<td>86512</td>
<td>88812</td>
<td>91112</td>
<td>93412</td>
</tr>
<tr>
<td>12</td>
<td>55366</td>
<td>57666</td>
<td>59966</td>
<td>62266</td>
<td>64566</td>
<td>66866</td>
<td>69166</td>
<td>71466</td>
<td>73766</td>
<td>76066</td>
<td>78366</td>
<td>80666</td>
<td>82966</td>
<td>85266</td>
<td>87566</td>
<td>89866</td>
<td>92166</td>
<td>94466</td>
</tr>
<tr>
<td>LEVEL</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>-------</td>
<td>----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>1</td>
<td>42743</td>
<td>44778</td>
<td>46814</td>
<td>48849</td>
<td>50884</td>
<td>52920</td>
<td>54956</td>
<td>56991</td>
<td>59026</td>
<td>61061</td>
<td>63096</td>
<td>65132</td>
<td>67167</td>
<td>69203</td>
<td>71239</td>
<td>73273</td>
<td>75308</td>
<td>77344</td>
</tr>
<tr>
<td>2</td>
<td>44971</td>
<td>47123</td>
<td>49275</td>
<td>51427</td>
<td>53578</td>
<td>55730</td>
<td>57882</td>
<td>60033</td>
<td>62185</td>
<td>64337</td>
<td>66489</td>
<td>68641</td>
<td>70792</td>
<td>72944</td>
<td>75096</td>
<td>77248</td>
<td>79399</td>
<td>81551</td>
</tr>
<tr>
<td>3</td>
<td>45167</td>
<td>47338</td>
<td>49499</td>
<td>51660</td>
<td>53822</td>
<td>55984</td>
<td>58146</td>
<td>60307</td>
<td>62469</td>
<td>64631</td>
<td>66793</td>
<td>68955</td>
<td>71117</td>
<td>73279</td>
<td>75441</td>
<td>77603</td>
<td>79765</td>
<td>81926</td>
</tr>
<tr>
<td>4</td>
<td>46711</td>
<td>48990</td>
<td>51169</td>
<td>53348</td>
<td>55527</td>
<td>57706</td>
<td>60885</td>
<td>63064</td>
<td>65243</td>
<td>67422</td>
<td>69601</td>
<td>71779</td>
<td>73957</td>
<td>76135</td>
<td>78313</td>
<td>80490</td>
<td>82668</td>
<td>84846</td>
</tr>
<tr>
<td>5</td>
<td>48806</td>
<td>51151</td>
<td>53495</td>
<td>55840</td>
<td>58185</td>
<td>60529</td>
<td>62874</td>
<td>65219</td>
<td>67564</td>
<td>69908</td>
<td>72252</td>
<td>74597</td>
<td>76942</td>
<td>79286</td>
<td>81631</td>
<td>83976</td>
<td>86321</td>
<td>88665</td>
</tr>
<tr>
<td>6</td>
<td>50237</td>
<td>51582</td>
<td>53920</td>
<td>56257</td>
<td>58595</td>
<td>60932</td>
<td>63269</td>
<td>65605</td>
<td>67941</td>
<td>70277</td>
<td>72612</td>
<td>74947</td>
<td>77282</td>
<td>79617</td>
<td>81952</td>
<td>84287</td>
<td>86622</td>
<td>88957</td>
</tr>
<tr>
<td>7</td>
<td>50594</td>
<td>52033</td>
<td>53472</td>
<td>54910</td>
<td>56348</td>
<td>57786</td>
<td>59224</td>
<td>60662</td>
<td>62100</td>
<td>63638</td>
<td>65176</td>
<td>66714</td>
<td>68252</td>
<td>69790</td>
<td>71328</td>
<td>72866</td>
<td>74404</td>
<td>75942</td>
</tr>
<tr>
<td>8</td>
<td>52226</td>
<td>54743</td>
<td>57260</td>
<td>59777</td>
<td>62295</td>
<td>64813</td>
<td>67331</td>
<td>69849</td>
<td>72366</td>
<td>74884</td>
<td>77402</td>
<td>79920</td>
<td>82437</td>
<td>84955</td>
<td>87472</td>
<td>89990</td>
<td>92508</td>
<td>95025</td>
</tr>
<tr>
<td>9</td>
<td>52871</td>
<td>55389</td>
<td>57905</td>
<td>60422</td>
<td>62939</td>
<td>65456</td>
<td>67977</td>
<td>70496</td>
<td>73012</td>
<td>75529</td>
<td>78048</td>
<td>80565</td>
<td>83083</td>
<td>85601</td>
<td>88118</td>
<td>90636</td>
<td>93153</td>
<td>95671</td>
</tr>
<tr>
<td>10</td>
<td>53824</td>
<td>56387</td>
<td>58905</td>
<td>61423</td>
<td>63940</td>
<td>66458</td>
<td>68976</td>
<td>71494</td>
<td>73911</td>
<td>76429</td>
<td>78946</td>
<td>81463</td>
<td>83981</td>
<td>86498</td>
<td>88916</td>
<td>91433</td>
<td>93951</td>
<td>96468</td>
</tr>
<tr>
<td>11</td>
<td>55308</td>
<td>57867</td>
<td>60426</td>
<td>62983</td>
<td>65540</td>
<td>68098</td>
<td>70656</td>
<td>73213</td>
<td>75770</td>
<td>78327</td>
<td>80884</td>
<td>83441</td>
<td>85998</td>
<td>88555</td>
<td>91113</td>
<td>93670</td>
<td>96227</td>
<td>98784</td>
</tr>
<tr>
<td>12</td>
<td>56475</td>
<td>59034</td>
<td>61593</td>
<td>64151</td>
<td>66708</td>
<td>69266</td>
<td>71823</td>
<td>74380</td>
<td>76937</td>
<td>79494</td>
<td>82051</td>
<td>84608</td>
<td>87165</td>
<td>89722</td>
<td>92279</td>
<td>94836</td>
<td>97393</td>
<td>99950</td>
</tr>
</tbody>
</table>
APPENDIX F

FACULTY SALARY EQUITY PLACEMENT METHOD

Office of Origin: Human Resources, Academic Affairs
Original Date Adopted: 07-01-09
Dates of Revision: 08-23-11, 07-09-18
Last Date Modified & Approved: 08-23-11

The Lake Michigan College equity salary placement method is intended to provide an objective base salary placement for new hires. The method may also be used as a basis for annual salary progression and to adjust the placement of current faculty when the individual attains new educational credentials.

The individual faculty member is responsible for providing complete credential documentation, including transcripts, certificates and the information needed to verify and evaluate previous employment. All academic course work must be verified by original transcript. A minimum of an associate degree is required for all teaching faculty. Some disciplines/programs may require a minimum of a bachelor’s degree or master’s degree.

Minimum Qualifications Aligned with Higher Learning Commission (HLC) Guidelines

1. Faculty members teaching Life Enrichment Courses must have a minimum of an associate degree and technical training or industry credential and evidence of expertise in the field.

2. Faculty members teaching college-level occupational courses in certificate and associate degree programs must hold a bachelor’s degree or higher in the field and/or a combination of appropriate and relevant education, training, and tested experience. In addition, all faculty members teaching in programs approved for Perkins CTE Act funding must have a minimum of the equivalent of two years of full-time, non-teaching work experience in a relevant field. Additional academic degrees, licenses, and/or certifications may be required per program accreditation and industry standards.

3. Faculty members teaching transitional studies courses must hold a bachelor’s degree or higher in the discipline taught or a related discipline. Teaching experience with developmental or adult learners preferred. Teaching experience with developmental or adult learners preferred.
4. Faculty members teaching college-level general education or other non-occupational courses (i.e., courses not designed to prepare students directly for a career) must hold a master’s degree or higher in the discipline or subfield of the course(s) they teach. If a faculty member holds a master’s degree or higher in a discipline or subfield other than that in which he or she is teaching, that faculty member must have completed a minimum of 18 graduate credit hours in the discipline or subfield in which they teach. When evaluating credentials of faculty who have obtained a Master of Education degree, but not a master’s degree in a discipline, graduate-level courses in the discipline and methods courses that are specifically for the teaching of that discipline may be considered for meeting the 18 graduate credit hour minimum.

Please refer to the Faculty Qualifications Procedure for additional information.

Evaluation of credentials and the determination of placement is the responsibility of the Placement Committee, which will include the following: the Director of Accreditation, the Academic Deans, the Provost and Vice President of Academic Affairs, a Faculty Association Officer, and the Assistant Director of Human Resources.

Level of education will be the first measure used to determine level placement on the grid. Step placement will then be determined by using teaching experience or its equivalent plus relevant experience where applicable and/or required.

I. LEVEL PLACEMENT

A. The salary placement schedule has twelve levels based on academic credential and continued professional development.

1. Less than Baccalaureate degree (See B.3.a.)
2. *Baccalaureate degree equivalent (See B.3.b.)
3. Baccalaureate degree
4. Baccalaureate degree or equivalent plus 15-29 graduate semester hours
5. *Master's degree equivalent (Baccalaureate degree or equivalent plus 30-44 graduate semester hours)
6. Master's degree
7. Master's degree or equivalent plus 15-29 graduate semester hours (45-59 graduate semester hours) (See B.3.c.)
8. Master's degree or equivalent plus 45-59 graduate semester hours (60-74 graduate semester hours)
9. Master’s degree plus additional Master’s degree or equivalent
10. Master’s degree plus additional Master’s degree or equivalent plus
11. *Doctoral degree equivalent (90 or more graduate semester hours or more)

12. Doctoral degree

*Degree equivalents are awarded a lesser amount than the earned degree. (See current Salary Scale for details.)

B. Level Placement Guidelines:

1. The academic degree and any additional graduate semester hours must be earned from an institution accredited by a nationally recognized regional accreditation association; for example, the Higher Learning Commission.

2. Quarter-hour credit conversion to semester hours is at the rate of two semester hours for three quarter hours (2/3 times term hours), unless a different valuation is indicated by the granting institution.

3. Degree equivalency shall be established by the following criteria:
   a. Less than Baccalaureate degree: Individuals with an associate degree will also be required to have five (5) years of work experience directly related to the assignment.
   b. Baccalaureate degree equivalent: Individual must have completed a minimum of 120 credit hours and a minimum 2 years’ relevant work experience.
   c. Master's degree equivalent: Individual must hold a baccalaureate degree or equivalent and (1) must have been employed in an occupation directly related to his/her assignment for an additional five (5) years, and (2) must have completed 30 graduate semester hours.
   d. Approved vocational certifications (for example Journeyman certification) can be equated to one level increase, and may be used once.
   e. Where the work experience of the individual exceeds the minimum requirements listed above, the excess may be used for step placement purposes but experience once allocated for level equivalency purposes cannot be used again for step placement.

4. One additional semester hour of credit towards level increase may be administratively granted for every thirty (30) contact hours of participation in continuing education workshops or seminars in the
individual's subject area which meet the following requirements:

NOTE: One Continuing Education Unit (CEU) is defined as ten (10) contact hours of participation in an organized continuing education experience under responsible sponsorship, capable direction and qualified instruction.

a. The individual's participation in the workshop or seminar must have prior approval by the Academic Dean and Provost and Vice President of Academic Affairs. New hires must have workshops or seminars evaluated and approved by the Placement Committee.

b. The individual must present formal certification of the successful completion of the activity to the Academic Dean. CEU’s, Michigan Nursing Association (MNA) units or other formal documentation is preferred. Contact hours in attendance at professional conferences, lectures, etc. will be counted only for those activities which meet CEU criteria.

c. If CEU's are not available, the individual may submit a written report of the activity for review by their Academic Dean, which includes hours participated, purpose, objectives and the specific outcomes related to the work assignment completed or gained by the individual.

d. Undergraduate courses taken at an accredited institution, including retraining course work, may be counted toward continuing education on a contact hour basis with the prior approval of the Academic Dean; i.e. one semester hour's credit may be counted as the equivalent of 16 contact hours (1.6 CEU).

e. "Continuing education" is to be construed as the learning of new information, not the sharing of one's expertise. Examples of experiences which may NOT be counted as continuing education include: volunteer teaching, guest teaching, consulting, reviewing for a publisher, etc.

II. STEP PLACEMENT

A. The equity salary placement method has seventeen (17) equal steps within the range for each level. Each step represents one year of college teaching experience or its equivalent plus relevant experience where required.

NOTE: For step placement, credit for prior teaching experience is limited to a maximum of seven (7) years, while credit for prior non-teaching experience is limited to a maximum of six (6) years. Maximum normal placement is step thirteen (13).

The Placement Committee may recommend to Human Resources that the
College award additional steps above the new hire’s normal placement for prior experience, special skills, additional degrees, or other factors (e.g., market driven position) relevant to the position for which the individual is being hired. Future wages would be regular movement on the faculty grid.

B. Step Placement Guidelines:

Placement in the range on each step of the level will be determined in the following manner:

1. Full-time college and/or public or private school teaching, counseling or librarian experience will be counted one year for one year. If the experience is part-time, including research, teaching fellowships, or teaching assistantships, it may be equated to yearly experience (i.e., 30 semester hours equals one year). Such part-time experience will not be counted until it is the equivalent of one or more full years.

Only graduate teaching assignments are counted as teaching experience, and are normally counted as half-time appointments. Student tutoring or teaching during the pursuit of an undergraduate degree may be counted as work experience only if it is directly relevant to the individual’s primary assignment.

2. Full-time related industrial teaching, counseling or librarian experience will be counted one year for one year.

3. Full-time college and/or public or private school administrative experience will be counted one year for one year.

4. Other relevant experience will be equated as follows:
   a. Prior full-time non-teaching industrial, business, public service or military experience will be equated at one-half, if the experience is directly related to the individual’s major teaching assignment. For example, an individual with twelve (12) years relevant non-teaching experience would move six (6) steps on the grid.
   b. No more than one year's experience will be counted in any one calendar year, (i.e., experience such as overloads, summer school teaching, coaching, or part-time teaching at a second institution performed concurrently with full-time teaching/counseling employment will not be counted as additional experience).
   c. Concurrent technical experience that is specifically approved in advance by the Academic Dean as "retraining" may be equated
at the rate of 2000 documented clock hours for one year (up to a maximum of three years) if it can be established that no equivalent academic course work is available.

d. Experience acquired during special purpose, exchange teaching or sabbatical leave will be fully credited upon approval of the Placement Committee.

e. The individual will receive credit for additional years of experience at Lake Michigan College only for those years for which he/she receives a "Satisfactory" performance rating.

f. In evaluating concurrent experience, the equivalency method most favorable to the individual will be used.

C. Additional comments:

1. Any fractions appearing in the total figures will be rounded to the next lowest whole number.

2. Application for new level assignment must be received by the Academic Dean before June 1 for the following Fall semester, and by October 1 for the following Spring semester. The application must be substantiated by appropriate documentation.

3. Reassignments will be made upon the recommendation of the Placement Committee. Salary adjustments will take effect in the semester following approval of the application.

4. Individuals employed by the College in grant-funded positions are not placed according to this method. If the position becomes a part of the general operating fund, the individual's credentials will be evaluated and he/she will be placed as a new hire.

APPEAL PROCEDURE

A. An individual may appeal his/her placement as follows:

1. On written request to the Vice President, Administrative Services for a hearing within thirty (30) working days of receipt of the placement result, an individual may meet with the Placement Committee to present additional documentation.

2. The hearing will be held within ten (10) working days from the time of receipt of the request. The Committee will render a decision within three (3) working days.

3. The individual may appeal the decision of the Committee to the
President within ten (10) working days. The President will render a decision within three (3) working days.

4. The decision of the President will be final. A written rationale shall be sent to the Equal Opportunity Officer, the Academic Dean and the individual concerned.

SPECIAL NON-TEACHING ASSIGNMENTS

Faculty assigned to work special non-teaching assignments (e.g., Title III) other than the standard Lake Michigan College academic year of thirty-seven (37) weeks will receive an increment in addition to the computed base salary. The increment will be determined as the equity base salary divided by thirty-seven (37) multiplied by the number of weeks assigned in excess of thirty-seven (37).

YEAR ROUND FACULTY POSITIONS

The Academic Dean and the Provost and Vice President of Academic Affairs will determine all new year-round Full-time Faculty positions. In addition, current Full-time Faculty may receive year-round contracts with the agreement of the Academic Dean and the Full-time Faculty member and the approval of the Provost and Vice President of Academic Affairs.

Year-round Full-time Faculty contracts will typically be scheduled twelve (12) contact hours Fall Semester, twelve (12) contact hours Spring Semester, and twelve (12) contact hours Summer Terms. Annual wage will be prorated for the additional six (6) contact hours.

Responsibility: Vice President, Administrative Services; Provost and Vice President of Academic Affairs

References: Faculty Qualifications Procedure
APPENDIX G

Professor Emeritus Policy

PROFESSOR EMERITUS APPOINTMENTS OF TEACHING FACULTY

Office of Origin: Board of Trustees
Date Adopted: 08-24-10
Dates Reviewed: 05-11-12, 12-13-17
Last Date Modified & Approved: 05-29-12

1. Purpose
This policy addresses the appointment of retired full-time teaching faculty of the College to the status of Professor Emeritus and the rights and privileges accompanying such appointments.

2. Policy
The College’s Emeritus status policy is intended to honor retired LMC faculty who have made extraordinary contributions through exemplary teaching, community outreach, and/or within their academic discipline. Reserved for those who have earned such a distinction over the course of many years of dedicated service, nominations must reflect especially meritorious and significant accomplishments. No more than one Professor Emeritus award can be conveyed in any given year; however, an exception may be granted by the Provost, Vice President, Academic Affairs should scholarly access to collegiate resources be a factor in the nomination.

Responsibility: Provost, Vice President, Academic Affairs, Faculty Association, College President

References: