

Lake Michigan College

**Education
Association
Agreement**

2021-2023

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Article 1: Start Date, Policies, & Procedures

This Agreement is entered into on October 29, 2021, between Lake Michigan College (the “College”) and the Lake Michigan College Education Association NEA/MEA (the “Education Association”).

This Agreement incorporates by reference College policies and procedures. In the event of a conflict between this Agreement and College policies and procedures, this Agreement will control.

Article 2: Recognition

The College Board of Trustees (the “Board”) recognizes the Education Association as the sole and exclusive bargaining representative for all full-time faculty (hereinafter referred to as “faculty”), 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 collective group of all members, including faculty, librarians, and lecturers, will be defined as “Association Members.” The Education Association will have exclusive jurisdiction over bargaining unit work.

The College and the Education Association recognize our collective continuing commitment to equal employment opportunity, non-discrimination, and affirmative action. These parties further agree that there will 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 3: Dues Deduction

Any Association Member, or anyone who has applied for membership, may sign and deliver to the College an assignment authorizing deduction of dues, assessments, and contributions to the Education Association as established by the Education Association. Such authorization will 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 College will deduct 1/10 of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each month for 10 months, beginning in September and ending in June of each year.

In the event of any legal action against the College 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 College 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 College 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 will 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 College from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's compliance with this Article, but this does not include any liability for unemployment compensation paid under the *Michigan Employment Security Act*.

Article 4: Association Member Rights

Section 4.1: Representative Pay in Negotiation/Arbitration

Whenever any representative of the Education Association is mutually scheduled by the parties to participate during assigned or scheduled hours in negotiation and arbitration procedures, the representative will suffer no loss in pay, nor be expected to compensate in any way for the time spent in carrying out such responsibilities.

Section 4.2: Assignment Prior to Contract Ratification

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 4.3: President Release Time

The Education Association president will receive six hours of release time (three Fall semester, three Spring semester) and a stipend of \$1,200 for the summer. The purpose of the reduced workload and stipend is to allow the Education Association president to conduct official Education Association business.

Section 4.4: Use of Facilities

The Education Association, for carrying out its business, will have the right to use College facilities, equipment, and services. The Education Association may be asked to reimburse the College for expenses incurred for materials used.

Section 4.5: Posting of Education Association Notices

The Education Association will have the right to post notices of its activities and matters of Education Association business on bulletin boards. The Education Association will have the right to use the College mail service and mailboxes such as, but not limited to,

e-mail and voice mail for communications to Association Members, including mass distribution solely on matters of Education Association business.

Section 4.6: Education Association Business

Duly authorized representatives who are members of the Education Association or their agents will be permitted to transact official Education Association business on College property at all hours of College operations if it does not interfere with work-related duties and the business and services of the College.

Section 4.7: Negotiation Protocol

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

Section 4.8: Education Association Leave

The College will provide the Education Association with a sum total of eight days at the beginning of every academic year to be used by Association Members at the discretion of the Education Association President. Any unused days may be carried over to the next academic year up to a maximum of 15 days. The Association Member and the Education Association President must notify the supervising Dean no less than two weeks in advance of taking such leave.

Article 5: Employer 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 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 administratively control the College and its properties and facilities and the work-related activities of its employees
- Direct and hire all employees and, at its sole discretion, to determine their qualifications and the requirements for their continued employment or termination, dismissal, suspension with discipline or demotion, and to promote and transfer all such employees
- Determine the hours to be worked
- Determine the duties, responsibilities, assignments and other terms and conditions of employment of all its employees
- Define the qualifications of employees
- Establish and enforce personnel policies, procedures, and working conditions
- Determine the size of the management/supervisory organization, its functions, authority, amount of supervision, and table of organization
- Determine or modify the responsibilities vested within a position
- Transfer, reduce or lay off personnel when, in the judgment of the College, such actions are deemed necessary

- Determine, establish, alter, amend, or eliminate academic programs and services including distance education and open entry instruction
- 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 will be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with law. Nothing contained herein will 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: Education Association Member Rights & Protections

Section 6.1: Association Member Rights

Association Members will 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 6.2: Academic Attire at College Functions

When academic attire (cap and gown) is required for College functions, it will be furnished and paid for by the College.

Section 6.3: Class Schedule Development

Department/Program Chairs will develop class schedules with the cooperation of Faculty and Lecturers for approval by the supervising Dean. Schedules will be based on student and College needs.

Section 6.4: Transportation

Reimbursement for work-related travel by private vehicle will be the maximum established College rate per mile. The reimbursement rate will not be less than the current IRS rate. When the Association Member travels from their initial assignment location to a subsequent assignment location and then returns to their initial assignment location, they 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 an Association Member must travel from home to an off-campus site, they will be reimbursed for round trip mileage from home to the offsite location, less the round-trip mileage from the Association Member's home to their primary worksite.

Section 6.5: Selection of Materials and Methodologies

Departments/disciplines are encouraged to choose common materials to be used for all sections of a course. Individual Association Members may select alternative, but equivalent, materials and methodologies after consultation with the department and

the supervising Dean. Language in this section will not infringe on academic freedom per Section 25.8.

Section 6.6: College Board Materials

The agenda for each public meeting of the Board will be published on the College website, as will the minutes of each meeting.

Section 6.7: Reporting

The College agrees that for the life of this agreement all Association Members will report to an Academic Dean.

Section 6.8: Integrity of Association Member 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 Association Member without the direct involvement and written permission of that individual.

Article 7: Discipline and Discharge

Section 7.1: Just Cause & Discipline

No Association Member will be disciplined or discharged during the term of their individual employment contract without just cause.

The term “discipline” includes verbal warnings, written warnings, and suspensions (with or without compensation), occupational advantage, and discharge. Any discipline, including adverse evaluation of an Association Member’s performance, will be subject to the terms and conditions of the grievance procedure, except verbal warnings. The specific grounds for disciplinary action will be presented in writing to the Association Member and their Education Association representative no later than the time discipline is imposed, except for verbal warnings.

Section 7.2: Contestation of a Non-Verbal Disciplinary Action

Any Association Member who wishes to contest a non-verbal disciplinary action must respond in writing to their supervising Dean and send a copy to Human Resources. This response will be placed in the Association Member’s personnel file with a copy of the written disciplinary action issued and will remain a part of the Association Member’s personnel file for no more than seven years from the date of the disciplinary action. At such time, all written documentation pertinent to said disciplinary action will be removed from the Association Member’s personnel file. An Association Member who files a contestation will not be precluded from also seeking relief through the grievance procedure or any other remedy.

Section 7.3: Education Association Representative

Association Members are entitled to have a representative of the Education Association present during any meeting that will or may lead to disciplinary action by the College. When a request for such representation is made, no action will be taken with respect to the Association Member until the Education Association representative is present. Should disciplinary action be likely to occur at a given meeting, the Association Member will be advised of the possibility and their right to representation.

Section 7.4: Progressive Discipline

Ordinarily, the College will follow a system of progressive discipline, which includes verbal warnings, written warnings, suspensions with or without compensation, and discharge. However, all disciplines must be commensurate with the degree of the infraction.

Article 8: Intellectual Property Rights

Section 8.1: Definition

“Intellectual property” means any material, process, or product, whether or not patentable or copyrightable, developed by an Association Member including, but not limited to, inventions, textbooks, lecture presentations, articles, reviews, artistic work, musical compositions, and other such creatively produced materials, processes, or products.

Section 8.2: Area of Proprietary Interest

Association Members will retain ownership of all intellectual property that they develop, except for property that was developed specifically as part of a compensated duty or responsibility. The College owns any intellectual property that was developed as part of a College-compensated duty or responsibility. Current course material updates are owned by the College. Association Members will have the right to publish College-owned intellectual property that they developed with the permission of their supervising Dean.

Section 8.3: Disputes

Disputes over the ownership of intellectual property are subject to the Grievance Procedure in Article 9.

Article 9: Grievance Procedure

Section 9.1: Definition

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

- a. Decisions to reduce the workforce

- b. The modification, amendment, or repeal of any policy, procedure, or practice established by the College unless it violates a specific provision of this Agreement
- c. Decisions to deny reappointment at the end of the term of an Association Member's individual contract
- d. Decisions to discharge an Association Member at the conclusion of a Performance Improvement Plan (PIP), unless the Education Association believes the faculty fulfilled the elements of a PIP.

Section 9.2: Joined Grievance

A grievant must join in a single grievance preceding every claim that they have 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 Agreement. A grievant is prohibited from filing more than one grievance concerning the same transaction or occurrence.

Section 9.3: Grievance Procedure

Before initiating a formal grievance, the aggrieved person is encouraged to informally discuss the matter with the person whose action is being grieved. The following procedure will be used in processing grievances:

Grievances must be submitted on forms provided by the College (see *Appendix A – Grievance Report Form*). All grievances must be signed by the aggrieved Association Member(s) and an Education Association officer, or, in the event of a grievance filed by the Education Association as a whole, the Education Association President. The grievance 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.

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 automatically advance to the next level. The grievant may, however, withdraw the grievance at any step by written notification to an Education Association officer and the College. The grievance will then be deemed closed, and by withdrawing the grievance, the grievant will waive their individual right to refile the grievance. A withdrawal will not be deemed a determination on the merits of the grievance and will not be a binding precedent as to the subject matter raised in the grievance as relates to other Association Members.

The time limits may be extended only upon mutual written agreement between the grievant(s) and the College.

The term “days” will mean calendar days, excluding holidays and days the College is closed.

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

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

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

Level 4 - Mediation: If the grievance is not settled in any of the above steps, the Education Association may refer the grievance to mediation by giving written notice to the College within 10 working days, unless both parties agree to an extension, after receipt of the disposition under Level 3. If the notice of mediation is given, the parties will immediately forward a letter to either the Federal Mediation & Conciliation Service or the Michigan State Department of Labor to request the services of a mutually agreed upon mediator. The mediator will 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. They will have the power to submit a recommended award or to submit such other proposals as they determine appropriate to resolve the grievance. The mediator's recommendations and proposals are not binding on either party. Both parties will equally share the cost of mediation.

Level 5: If the Education Association is not satisfied with the disposition of the grievance at Level 4 or if no disposition has been made within the period provided above, the Education Association may submit the grievance to arbitration before an impartial arbitrator provided that such submission is made no later than 30 days from receipt of the Level 4 response or 30 days from the date the response was due either under the Level 4 timeline or a mutually agreed to extension deadline. If the parties cannot agree as to the arbitrator during the next 14 days, then the arbitrator will be selected by the

American Arbitration Association in accordance with its rules, which will 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/resolved (if non-monetary) within 30 days.

The fees and expenses of the arbitrator will be borne equally by the parties unless the arbitrator rules otherwise. Each party will be responsible for payment of their own attorney fees and costs.

Section 9.4: Powers of the Arbitrator

The arbitrator will be empowered to make a final and binding decision on all grievances submitted to them subject only to the following limitations:

- a. They will not have power to add to, or subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. They will 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 will not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
- d. The arbitrator will not have the power to award punitive damages.
- e. If the grievance involves a dispute concerning the substance of an evaluation under the Performance Evaluation process, the arbitrator will be limited to deciding only whether the College acted arbitrarily or capriciously.

Article 10: Appointment, Reappointment and Termination

Section 10.1: Appointment

Appointments to Faculty and Librarian positions will be for a period of one, two, and three academic years, and will be confirmed by an emailed or electronically routed contract. The length of the contract will be determined by the length of the Faculty/Librarian's continuous full-time service with the College. Leaves and reductions in force are not considered a break in service. The contract will automatically revert to a one-year appointment for Faculty/Librarians who are placed on a performance improvement plan (PIP). If the Faculty/Librarian successfully completes the PIP, the length of their contract will be restored to the length of their service with the College for up to three years.

Appointments to Lecturer positions will be for a period of one year and will be confirmed by an emailed or electronically routed contract.

Section 10.2: Reappointment

There is no automatic right of reappointment beyond the term of a Faculty/Librarian's written contract. However, after a Faculty/Librarian has completed three years of full-

time service, their employment will be extended for an additional period of one year unless they receive notice of intention to terminate as set forth in Section 10.3 below.

Section 10.3: Termination at Expiration of Contract

The College, in its sole discretion, may terminate the employment of an Association Member at the expiration of the term of the Association Member contract, or at the expiration of any extension of such term by delivering a notice no later than March 1 for Association Members not on a PIP that the College has elected to deny reappointment and has opted to terminate the Association Member's employment at the expiration of the contract's term. Such termination of an Association Member's contract must include a written notice indicating that the termination was the result of the contract's natural expiration date.

For Association Members on a PIP, who do not successfully complete a PIP, the College will provide notice of non-reappointment at least 30 days prior to the beginning of the next semester. Every effort will be made to give more than 30 days' notice.

The College's decision not to reappoint an Association Member in the first 3 years of employment will be final and non-grievable.

Article 11: Work Year, Work Week, Workday

Section 11.1: The Academic Year

The standard academic year will consist of two semesters (Fall and Spring). The standard semester will consist of 14 instructional weeks spread over 14-16 calendar weeks.

Section 11.2: Length of Academic Year Contract

Association Members will begin their contractual assignment each Fall and Spring Semester with pre-semester workdays called "Opening Days", which will be dedicated to instructional preparation, advising, committee work, department meetings, discipline/program management, Education Association meetings, and professional development. In the Fall, Association members will participate in Opening Days activities the week before classes begin, Tuesday through Friday, with Friday reserved for the Education Association meeting and instructional preparation. In the Spring, Opening Days activities will occur on the Wednesday, Thursday, and Friday before classes begin.

Lecturers will be appointed for a 12-month period that begins in August and ends the following August.

The Librarian will be appointed for 37 weeks with a regular work week of 35 hours.

Section 11.3: New Association Member Orientation

The College will require three days of new Association Members orientation prior to the start of the first semester of employment.

Section 11.4: The Academic Week

The academic week for Association Members for the purpose of this Agreement will be Sunday through Saturday. Classes may be scheduled on the weekend with the mutual agreement of the Association Member, Department/Program Chair, and supervising Dean.

Section 11.5: The Academic Day

The academic day for Association Members will be from 6:30 am until 12 am, Monday through Thursday, and from 6:30 am to 6 pm on Friday. Association Members may be scheduled outside of the normal academic day only with the written consent of the Association Member.

For Michigan Public Schools Retirement System (MPERS) reporting purposes only, a workday will be considered 5.1 clock hours; therefore, retirement reporting will differ from actual time worked.

Section 11.6: Evening Assignments

Evening assignments for Association Members will not exceed two nights per week per semester without the Association Member's written consent.

The first assigned course of any day will not start within 12 hours of the end of the last course of the previous day unless the Association Member agrees in writing.

Section 11.7: Base Teaching Load

A "contact hour" is equal to 60 minutes of instructional time (e.g., lecture, lab, studio).

Faculty will provide instruction for a base teaching load of 420 contact hours per academic year - typically, 15 contact hours per week x 14 instructional weeks x 2 semesters, Fall and Spring.

Lecturers will provide instruction for a base teaching load of 504 contact hours per academic year (e.g., 12 contact hours per week x 14 instructional weeks x 3 semesters) and can be assigned to teach load in the Fall, Spring, and Summer semesters.

Dental Faculty whose load is entirely teaching Open Entry/Defined Exit courses will have a base teaching load of 24 hours assigned in the lab.

Driven by academic needs of students and with approval of the Department/Program Chair, the supervising Dean, and the Provost and Vice President of Academic Affairs, a

Faculty may spread their annual load hours over the Fall, Spring, and Summer semesters of a given year. For example, with approval, a faculty load could be split 12/12/6 over the three semesters.

There are some courses where contact hours are not the total of the lecture hours and lab hours and will be defined by the supervising Dean, in consultation with the Program/Department Chair. Courses outside the normal practice would include clinical, OE, internships, independent study, and co-ops.

See Section 11.8 for base teaching load for faculty on a 12-month appointment

Section 11.8: Twelve-Month Faculty Appointments

Twelve-month Faculty appointments are intended to meet student needs and ensure that students can complete a program sequence in a timely manner. The supervising Dean and the Provost and Vice President of Academic Affairs will determine all new 12-month Faculty positions. In addition, current Faculty may receive 12-month appointments with the agreement of the supervising Dean and the Faculty and the approval of the Provost and Vice President of Academic Affairs.

Twelve-month Faculty appointments are for one year only and run from July 1 through June 30. Annual wage will be prorated for approved contact hours over 30 taught in the Summer semester.

Process for Existing Faculty Seeking Approval of a 12-Month Appointment:

By March 1, Faculty who believe a 12-month appointment is justified should submit the following to their supervising Dean with a copy to the Association President:

- A narrative explaining the need for a 12-month appointment.
- The expected outcomes, goals, and/or objectives.
- The requested contact hour prorated wage adjustment.

After reviewing, discussing, and adjusting the request, as needed, if the supervising Dean supports the Faculty request for a 12-month appointment, they will submit the request to the Provost and Vice President of Academic Affairs for review and approval.

Faculty on a previously approved 12-month appointment must submit a report on achievement of their stated expected outcomes, goals, and/or objectives to their supervising Dean no later than April 1 of each year. They must also indicate if they are seeking renewal of their 12-month appointment, and, if so, include a narrative describing continued and/or new expected outcomes, goals, and objectives to be accomplished. If the supervising Dean supports renewing a 12-month appointment, they will forward the request to the Provost and Vice President of Academic Affairs for review and approval. New and continuing 12-month appointments are subject to the availability of funding.

Faculty will be notified of the decision to grant, deny, or renew a request for a 12-month appointment for the subsequent fiscal year no later than May 1 with a copy to the Association President.

Section 11.9: Job Descriptions & Professional Responsibilities

Fulfillment of the duties and responsibilities in the Association Member's job description will be part of their annual performance evaluation. Professional responsibilities may include:

- Teaching
- Course preparation
- Grading
- Group instruction
- Assisting individual students
- Academic advising
- Curriculum and course development
- Professional development
- Other duties as assigned

In addition, Association Members are expected to be on campus to engage in the College governance process through active participation on College-wide committees, taskforces, or workgroups.

The College will confer with the Association Members on all Association Member, Lecturer, Program/Department Chair job descriptions.

Section 11.10: Office Hours: Faculty and Lecturers

In addition to instructional contact hours, five office hours per week will be scheduled, posted in the syllabus, on the office door, in the Learning Management System (currently Canvas), and emailed to the supervising Dean for each semester during the academic year. Up to two office hours per week can be held virtually. Association Members who choose to hold virtual office hours must post their Zoom link and/or QR code in the syllabus, on the office door, and in the Learning Management System (currently Canvas).

Section 11.11: Absence

A Faculty/Lecturer who does not show for class or posted office hours and is not ill must use a half or full personal day. In the event of an absence due to an emergency, the Association Member must notify the supervising Dean as soon as possible. Association Members should use the Absence Hotline to report all absences. Association Members must arrange for coverage with the Department/Program Chair, when possible. An Association Member providing class coverage for an absent Association Member will receive additional compensation at the appropriate part-time faculty pay rate for contact hours covered. In the event the missed class is not covered by another

Association Member or Part-time Faculty, course content must be taught using alternative methods that do not require additional meeting time(s) for students.

Section 11.12: Minimum Percentage of Full-time Faculty/Lecturer Instruction

There will be at least 54 Faculty/Librarian positions for AY 21/22. The College and the Association will work together to develop an enrollment-driven ratio model to determine the number of full-time Faculty/Librarian positions for AY 22/23 and thereafter. If consensus cannot be reached related to an enrollment driven ratio model to determine the number of full time Faculty/Librarian positions, there will remain at least 54 Faculty/Librarian positions until such a model is agreed upon. For the duration of this Agreement, in the academic year that the enrollment-driven ratio model is developed and accepted by both parties, the faculty grid will be increased by 3% and any pay differential will be paid retroactively from the beginning of the Academic Year in which said ratio is agreed to.

The College will hire a maximum of six Lecturers.

Section 11.13: Full Release Faculty

Faculty with full release may work flexible schedules throughout the calendar year with pre-approval from the supervising Dean. Approval will not be unreasonably withheld.

Section 11.14: Online Courses

At least 50% of base teaching load must be taught from a College campus or partner location (e.g., Allegan Career and Technical Education Center) in a synchronous format (traditional face-to-face, Flexible Learning Environment, remote). Exceptions may be granted on a semester-by-semester basis with the approval of the supervising Dean and the Provost and Vice President of Academic Affairs.

Article 12: Department/Program Chairs & Directors (Faculty Only)

Section 12.1: Selection of Department/Program Chairs

Department/Program Chairs will be selected by the consensus of the Association Members in the department/program and the supervising Dean every two years. The number of Department/Program Chairs and the organization of disciplines/programs are determined by the Provost and Vice President of Academic Affairs. The Department, in consensus with the supervising Dean, may choose to divide the duties of the Department Chair between more than one Faculty, unless prohibited by accreditation. The compensation will be divided appropriately. If Department Chair duties are split, the Department will have only one vote on committees that both Chairs serve on (e.g., ALC, ICC).

If no Faculty is available or willing to serve as chair, the supervising Dean will appoint for two years the Program/Department Chair from the Faculty for two years or until a

Faculty who is supported by Association Members in the Department and the supervising Dean is willing to serve.

Section 12.2: Department/Program Chair Additional Workdays & Release Time

In addition to their base workload defined in Article 11, Department Chairs will work an additional 15 days beyond the academic year to perform duties consistent with the job description of the Department Chair. These days will be scheduled with the supervising Dean. The Department Chair's base teaching load will be reduced by four contact hours during each Fall and Spring semester.

In addition to their base workload defined in Article 11, Program Chairs will work an additional 7.5 days beyond the academic year to perform duties consistent with the job description of the Program Chair. These days will be scheduled with the supervising Dean. The Program Chair's base teaching load will be reduced as stipulated below for Fall and Spring semesters.

Section 12.3: Apprenticeship Director – Release Time

If a Faculty serves as the Director of Apprenticeship, they will receive 12 hours of release time (six Fall semester, six Spring semester).

Section 12.4: Dental Assisting Program Chair – Release Time

The Dental Assisting Program Chair will receive 12 hours of release time (six Fall semester, six Spring semester). The Dental Assisting Program Chair is responsible for evaluating students, assigning grades, etc. for all students enrolled in the program.

Section 12.5: Music Director of Spring Musical Theatre Production – Release Time

The Music Director of the Spring Musical Theatre Production will receive three hours release time in the Spring semester. 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 with musicians, and conducting the music during all performances of the musical.

Section 12.6: Nursing Program Chair – Release Time

The Nursing Program chair will receive 22 hours of release time (11 Fall semester, 11 Spring semester).

Section 12.7: Radiologic Technology Program Chair – Release Time

The Radiologic Technology Program Chair will receive 12 hours release time (six Fall semester, six Spring semester).

Section 12.8: Sonography Program Chair – Release Time

The Sonography Program Chair will receive 12 hours release time (six Fall semester, six Spring semester).

Section 12.9: Visual & Performing Arts Chair/Dir. of Music Program – Release Time

The Visual and Performing Arts Chair/Director of the Music Program will receive 16 hours of release time (eight Fall semester, eight Spring semester).

Section 12.10: Writing Lab Director – Release Time

If an Association Member serves as the Writing Lab Director, they will receive six hours of release time (three Fall semester, three Spring semester).

Article 13: General Working Conditions

Section 13.1: Lab Sections

The number of students in lab sections will not exceed the maximum number of workstations or the maximum number allowed by state and national organizations/boards.

Section 13.2: Open Entry (OE)

For Open Entry (OE) courses, Association Member workload will be calculated using the course's contact hours. For every student enrolled, the Association Member will receive .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 Association Member will submit a request to the supervising Dean for students who have added to the course after the original count date.

Maximum enrollment will be based on available space. Once an Association Member accepts a student in an OE course, the Association Member will be compensated during the semester of enrollment, even if the instruction is not completed until a subsequent semester.

The supervising Dean will determine the courses that may be offered in a self-paced, flexible format for an Association Member to make load. An Association Member may not teach more than a total of 48 contact hours annually of self-paced, flexible format sections and traditional courses without the approval of the supervising Dean. Disagreements between the supervising Dean and Association Member will be resolved in conference with the Provost and Vice President of Academic Affairs.

Article 14: Alternative Delivery Courses

Section 14.1: Development of Online Courses

The first time a course is developed as an online or hybrid course, the Association Member will be given a supplemental contract equal to the course contact hours in the development semester. If developing a new online or hybrid course, the Association

Member, in consensus with the Department/Program chair, will have first choice as to whether they want to develop the course.

Completely redesigning a previously designed but unsuccessful course can be submitted to the supervising Dean as a request for a special assignment.

Blended course design can be submitted to the supervising Dean as a request for a special assignment.

Section 14.2: Online Course Seat Limits

Seat limits for initial online courses will be limited to 15 students per section unless the Association Member agrees in writing to add additional seats. Subsequent offerings will be capped at 25 students unless the Association Member agrees in writing to add additional seats.

Section 14.3: Open Lab Learning

Association Members assigned to an Open Lab method of course delivery will be granted the number 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 14.4: Independent Study

“Independent study” is a bespoke form of educational activity with limited instruction and/or supervision undertaken by an individual student or small group of students. The student(s) and their Association Member agree upon a topic of study, learning objectives, and the number of academic credits. The number of students participating in an independent study is not to exceed five per semester and the Association Member will be granted one contact hour per semester.

Independent study requires a minimum of 15 hours of contact per semester.

Article 15: Performance Evaluation

Section 15.1: Overview of Evaluation Process

Newly hired Faculty will be evaluated annually for the first two years of employment by the supervising Dean. After two years of employment, Faculty will be evaluated once every three years, unless under a PIP.

Faculty will be divided into three groups using last names that begin with A-I, J-R, and S-Z, with the supervising Dean conducting a classroom observation of the Faculty during the third year of the cycle.

Lecturers will be evaluated annually in the same fashion as first year Faculty.

All performance evaluations will be conducted using the established timelines and Performance Evaluation Form in *Appendix B*.

Performance evaluations will be based on the following:

- a. Progress/attainment of goals (three to five)
- b. Efforts to improve student learning in their courses (including a review of Student Perception of Instruction surveys)
- c. Classroom observation
- d. Timely submission of mid-term and final grades
- e. Confirmation of class rosters as noted in the Academic Calendar.
- f. College citizenship, i.e., contributions to the overall support of the College. Such endeavors may include curriculum (re)development, recruitment of students, and/ or participation in College-wide activities
- g. Participation in committee assignments (excluding the first year of employment)
- h. Contributions as a Department/Program Chair, as applicable

A Collegial Conference (which may be either verbal or written) to discuss the Association Member's performance on the components listed above will occur during the first two years of employment and every third year thereafter. In addition, a written Performance Evaluation Form will be completed by the supervising Dean, which will also address any needed improvements with a clear explanation of expectations. This section must be completed anytime an Association Member receives "acceptable with concerns" or "unacceptable" on any portion of the evaluation.

Section 15.2: Goals

In consultation with the supervising Dean, Association Members will develop three to five goals of one to three-year duration. Goals will be specific, measurable, and aligned with the College's strategic plan or the Academic Affairs strategic plan. When a discipline/program review is due, it will be included as part of the Association Member's goals. Assessment of student learning is an element of discipline/program review, as required by the HLC. Goals will be sent to the supervising Dean (in writing or via email) no later than May 20. Between May 21 and September 30, submitted goals will be approved by the supervising Dean or revised by the Association Member in collaboration with the supervising Dean.

Section 15.3: Student Perception of Instruction

Association Members, with the exception of the Librarian who uses a library-specific survey, will survey at least two classes in Fall semester and two classes in Spring semester. Exceptions will be made in consultation with the supervising Dean. Association Members may survey as many of their classes per semester as they desire.

Student perception of instruction surveys will be closed by the penultimate week of classes.

Section 15.4: Classroom/Lab Observations

Classroom/lab performance will be evaluated by direct observation once every three years unless additional observations are agreed to by the Association Member. These evaluations will be conducted by the supervising Dean during the year that the Performance Evaluation is due. Additional classroom/lab observations may be scheduled if the Association Member is on a PIP. An Association Member may also ask for the Department/Program Chair and/or a peer to evaluate them. These observations will become part of the performance evaluation and will be included with the Performance Evaluation Form (See *Appendix B*).

Section 15.5: Department/Program Chair Evaluations

Department/Program Chairs will be evaluated on their performance (e.g., leadership, scheduling of classes, timely submission of budgets, hiring, training, mentoring, and evaluating part-time faculty, etc.)

Section 15.6: Performance Compensation

Association Members will receive performance compensation provided they submit and complete their one to three-year goals and report the results of those goals. Association Members must also participate in an annual Collegial Conference as described in Section 15.1. Failure to submit, complete, and report on goals on time or failure to participate in the annual Collegial Conference within the specified time frame will result in no increase in compensation and placement on a PIP.

Section 15.7: Online Learning Environment Survey

The Education 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 the College's online learning environment. The online student survey is not intended to measure individual Association Member performance and is in no way meant to replace or augment the Student Perception of Instruction survey. Any Association Member-specific feedback that should incidentally emerge will not be used in the performance compensation process without that Association Member's consent.

Article 16: Conditions of Employment

Section 16.1: Dependent Tuition Waivers

Spouses and IRS-qualified dependents of Association Members will be granted entrance for credit to any classes for which they meet entrance requirements, and a tuition waiver will be awarded. Spouses and dependents will be responsible for payment of fees.

Section 16.2: Association Member Tuition Waivers

Association Members will be granted entrance, credit, and provided tuition waiver for any class for which space is available, so long as there is no conflict with their own assignments.

Section 16.3: Office Space and Support Services

The College will make every effort to provide office space and necessary supplies and equipment for each Association Member. Association Members will be provided with one designated secure office space as their principal place of business. Support services will be provided for each division.

Section 16.4: Association Member Parking

Parking arrangements currently in effect will be maintained for the term of this Agreement.

Section 16.5: Overload Availability & Calculation

“Overload” hours are any contact hours over base teaching load as defined in Section 11.7.

Faculty who meet HLC credentialing requirements and are not on a PIP will be eligible for overload classes or assignments in the Fall and Spring semesters. Lecturers who meet HLC credentialing requirements and are not on a PIP will be eligible for overload classes or assignments in the Fall, Spring, and Summer semesters.

When overload assignments are made, the following priorities must be considered.

1. HLC qualified Association Members in the program/discipline
2. HLC qualified Association Members in the department
3. HLC qualified Association Members in the division
4. HLC qualified Association Members

The above priorities will also be considered for Faculty assignments in the Summer semester.

For Faculty teaching only full-term courses in the Spring semester, final overload for will be calculated two weeks after the Spring semester starts. For Faculty teaching full-term and part-of-term courses or teaching only part-of-term courses in the Spring semester, overload will be calculated two weeks after those courses start.

For Lecturers teaching only full-term courses, overload for will be calculated two weeks after the Spring and Summer semesters start. For Lecturers teaching full-term and part-of-term courses or teaching only part-of-term courses, overload will be calculated two weeks after those courses start in the Spring and Summer semesters.

See also Sections 16.6 and 16.7.

Section 16.6: Overload Pay Rate

Overload will be paid at the appropriate part-time faculty rate (excluding market driven rates, such as those used in Nursing and CIS) based on highest degree earned, as follows:

In academic year 2021/2022,
Baccalaureate = \$45.00
Masters = \$46.00
Doctorate = \$48.50

In academic year 2022/2023 and for the term of this contract,
Baccalaureate = \$48.00
Masters = \$50.00
Doctorate = \$55.00

If part-time faculty pay increases or the structure is modified, the Education Association and the College will confer on the financial impact of such modifications and discuss alternatives to the overload pay rate as defined in this section.

Nursing:

Both the College and the Education Association recognize that for the Nursing Department to attract part-time Faculty with the qualifications needed for accreditation, a special market-driven rate will be paid to nursing part-time Faculty who hold MSN and BSN degrees. This rate will only be paid to nursing part-time Faculty and not to other part-time Faculty and will not be used as the pay rate for Association Member overload.

CIS:

Both the College and the Education Association 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 Association Member overload.

For any part-time Faculty pay rate to be considered a special market-driven rate, it must be discussed with the Education Association prior to implementation

Faculty overload contact hours will not exceed 12 per academic year unless approved by the supervising Dean. Disagreements between the supervising Dean and Faculty will be resolved with the Provost and Vice President of Academic Affairs.

Section 16.7: Overload Payment Timing

To process overload pay, Human Resources (HR) must receive signed approval from the Association Member and their supervising Dean.

Faculty overload for Fall and Spring terms will be paid as a lump sum payment on the first full pay cycle that occurs after overload is calculated for the Spring term per Section 16.5.

Lecturer overload will be paid as a lump sum payment on the first full pay cycle that occurs after overload is calculated for the Spring and/or Summer term per Section 16.

Section 16.8: Professional Development

Funding:

The College will provide \$1,700 in professional development funds annually for each Association Member.

The \$1,700 can be pooled with other Association Members provided written notification is given to the supervising Dean and the Provost and Vice President of Academic Affairs.

Fund use cannot cross fiscal years.

Professional development activities, including pooled activities, must be approved by the supervising Dean. Learning outcomes will be included in the authorization form submission. Use of professional development funds must be related to teaching/learning and/or the discipline(s)/program(s) taught by the Association member. Funds cannot be used for technology/software purchases, as other sources are available for such funding. Professional development may include college coursework but will be subject to IRS rules.

Funds not encumbered by March 1 will be redirected to Academic Affairs professional development activities at the discretion of the Provost and Vice President of Academic Affairs.

Other Professional Development:

Association Members will participate in Fall and Spring LMC Days. Both will be full day events.

All Faculty and Lecturers must successfully complete online teaching certification, offered through the Instructional Design and Teaching Technologies (IDTT) or another provider approved by the IDTT, prior to the beginning of the Fall semester of the second year of employment.

Section 16.9: Cabinet & Faculty Communication Committee

To strengthen communication between College leaders and Association Members, Cabinet, the Academic Deans, and representatives selected by the Education Association will meet twice in the fall semester and twice in the spring semester. This

Committee is about enhancing communications through regular discourse and has no power to make decisions.

Section 16.10: Governance: Committee Participation

When possible, committee meetings will be scheduled to allow maximum Association Member participation. The following standing committees will continue to meet as follows:

- Academic Leadership Council (ALC) – Tuesday afternoons, at least twice during the Fall semester and twice during the Spring semester
- College Curriculum Committee (CCC) – Thursday afternoons, every month during the Fall and Spring semesters
- Instructional Coordinating Council (ICC) – Tuesday afternoons, every month during the Fall and Spring semesters

Department/Program Chairs serve on ALC and ICC and will not schedule teaching assignments for themselves on Tuesday afternoons. CCC and ALC will each include an Association Member co-chair who will regularly attend committee meetings and actively participate in committee leadership duties.

Every spring of even numbered years, the Provost and Vice President of Academic Affairs and the Association Council will appoint Association members to at least one committee of their choice for a two-year term. The Association Council will solicit committee requests from all Association members by March 1 of even numbered years, make tentative committee assignments, and submit to the Provost and Vice President of Academic Affairs by April 1. 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 in coordination with the Association Council may request that Association Members serve on an alternative committee. Association Members will be notified of their final committee assignment no later than August 1.

Association Members may be asked to serve on College standing committees or ad hoc committees (e.g., Executive Council, Tuition Appeal, Strategic Planning) and participation will be conditional on the Association Member's approval. Committee work will be noted on the annual *Performance Evaluation Form* (see Appendix B.)

Lecturers and First-year Association Members will not be assigned to a committee. They may elect to serve on a single committee at their discretion after consultation with their Department/Program Chair and can choose to participate in advising.

Section 16.11: "Right to Know"

Upon initial employment, Association Members will receive hazardous materials training as mandated by the State of Michigan and will be expected to adhere to all relevant

laws, regulations, policies, and procedures, including the *Hazard Communication Program* policy and procedure.

Section 16.12: Course Syllabi

All courses taught by Association Members must have syllabi that are prepared and updated by the Association Member, approved by the Department/Program Chair, and filed with the supervising Dean.

Section 16.13: Low Enrollment Courses & Contact Hours

The College may elect to run low enrolled courses for reduced contact hours if agreed upon by the Association Member, Chair, and the supervising Dean. Association Members who teach low enrolled courses will receive reduced contact hours equal to half the regular contact hours for the course.

Certain courses, for example those needed for a student to reasonably complete their program of study in a timely fashion, will receive special consideration. With the approval of the supervising Dean, “low enrollment/full pay” courses may be allowed to run with fewer than the minimum enrollment required with the Association Member earning the regular contact hours of the course.

To ensure consistency across divisions, the Academic Deans and the Provost and Vice President of Academic Affairs will review all low enrollment courses and make load and cancellation decisions one week before the start of classes.

If a course is approved to run at full or reduced load one week prior to the start of the course, load will not be reduced if enrollment declines, unless enrollment declines such that it is no longer reasonable to run the course and it is cancelled. If a course is approved to run at reduced load one week prior to the start of the course, load can be increased if the course reaches minimum enrollment to run at full load.

Section 16.14: Contact Hours - Cross Listed Courses - Same Course

“Cross-listed courses/same course” are defined as two courses with the same content but different course codes that are taught at the same time in the same room by one Association Member (e.g., MATH 216 and BUSA 216).

The Association Member is credited with the contact hours for only one of the cross-listed courses.

The Department/Program Chairs are responsible for verifying that the appropriate classes have been cross listed.

Section 16.15: Contact Hours - Cross Listed Courses - Different Courses

“Cross-listed courses/different courses” are defined as two or more sections of two or more different courses that are taught at the same time and place.

The Association Member is credited the contact hours of the largest of those in this combination.

The Department/Program Chairs are responsible for verifying that the appropriate classes have been cross listed.

Section 16.16: Contact Hours - Co-Teaching/Team Teaching

When approved by the supervising Dean in advance, some sections may be taught by two or more Association Members. Unless stipulated in writing ahead of time, the contact hours are allocated equally between those co-teaching the course.

Section 16.17: Co-Chairs, Student Learning Committee

Two Association Members will serve as co-chairs of the Student Learning Committee. See Section 24.2 for compensation.

Section 16.18: No Pay Courses

Mini courses are taught with no pay. Students complete these courses under the supervision of an Association Member teaching another course for which they are paid. For example, an Association 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, 099). Other mini courses may be included upon written mutual agreement of the Education Association and the College.

Section 16.19: Applied Music Lessons

Association Members who teach half hour applied music lessons will be compensated 0.5 contact hour for each student. Association Members who teach one hour applied music lessons will be compensated one contact hour for each student. Up to three contact hours of applied music lessons can be used in the Fall and Spring semesters to make base load if needed. Any additional contact hours earned through teaching applied music lessons will be paid as overload.

Article 17: Seniority

Section 17.1: Seniority Date

Seniority begins from the individual’s appointment date to full-time service at the College as an Association Member. Ties in seniority 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 Association Member.

Section 17.2: Seniority List

A master seniority list indicating length of all Association Member service at the College will be prepared by HR and issued to the Education Association no later than 30 days after the beginning of the academic year.

Section 17.3: Accrual

Seniority will continue to accrue for Association Members who are on an approved paid leave of absence. Except for active military leave, during unpaid leaves of absence, seniority will not continue to accrue, but will be frozen as of the date that the unpaid leave began and will thereafter accrue when the Association Member returns to active employment.

Section 17.4: Break in Seniority

Seniority will 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 18.1: Vacancies and New Jobs

When the College decides to fill a vacant Association Member position or when it creates a new Association Member position, the job will be posted for Association Members for five working 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 10 working days prior to distribution elsewhere.

Any Association Member who possesses the minimum necessary qualifications, as defined by the job description, will have the right to apply for the job, except those Association Members on a PIP. Any Association Member who possesses the minimum necessary qualifications for the job and is not on a PIP will be given first preference. After the internal posting of five working days, if there is not a qualified candidate, or if the supervising Dean wants to consider additional candidates, the position will be posted externally.

A fully qualified internal candidate may be expedited to the level of “appointment” to an Association Member position with approval of the supervising Dean, the Provost and Vice President of Academic Affairs and the President, and in consultation with the department Faculty.

Section 18.2: Search Process

The supervising Dean will chair the search committee or select an Association Member to chair the search committee. The supervising Dean and the search committee chair (if the Dean is not chairing the committee) will collaborate with the Association Members in the department to select the remaining search committee members. The search committee will include, at minimum, the supervising Dean, the Department/Program Chair, or an Association Member of the program/discipline. If there are more than two people on a search committee for an Association Member position, the majority of the search committee must be Association Members. HR will identify a diverse pool of qualified candidates for the search committee to consider. The search committee will review the qualified applicant pool regularly and send a list of proposed candidates to be interviewed to HR.

Interviews may be conducted onsite or remotely depending on the candidate’s location and ability to meet in person.

Following the candidate(s) interviews, the search committee will consult with one another for feedback on candidate(s). The search committee will make finalist(s) recommendation(s) and then notify HR of finalist(s). HR will perform employment verification and attempt to obtain at least three reference checks.

The supervising Dean will make the final hiring decision in consultation with the Provost and Vice President of Academic Affairs and the President. HR will then notify all the finalists of the results of the search.

Section 18.3: Transfers

All transfers must be approved in advance to ensure compliance with HLC Faculty qualifications requirements.

Voluntary Transfers:

Upon the mutual agreement of the Association Member and the College, an Association Member may be granted a change in assignment to another area within their competency. Such requests must be delivered to the supervising Dean and the Provost and Vice President of Academic Affairs.

Involuntary Transfers:

An Association Member may be involuntarily transferred to another assignment or position within their competency when such transfer is necessitated by unforeseen

vacancies, economic factors, enrollment factors, or other unforeseen circumstances. The least senior Association Member from the department will be transferred. No involuntary transfer will be for more than one academic semester. This section does not apply to involuntary transfers as part of a PIP or for disciplinary reasons.

Associations Members who are involuntarily transferred may file a grievance as outlined in Article 9.

Transfers Outside the Education Association:

An Association Member who transfers to a position outside the Education Association will not lose seniority if returned to the Education Association within one year from the date the transfer began.

An Association Member transferring to a temporary position outside the Education Association providing interim coverage will retain the right to return to an Education Association position at the conclusion of the interim assignment without loss of seniority.

Transfers to an Administrative Position:

No Association Member will be temporarily assigned to an administrative position without mutual agreement.

Section 18.4: Teaching Assignments

Individual class teaching assignments will be determined within the department with the approval of the supervising Dean. Such approval will not be unreasonably withheld.

No Association Member will be assigned to teach outside of their discipline or to teach subjects markedly different from the discipline they were originally employed to teach, except as mutually agreed to by the Association Member and the supervising Dean to provide a full load.

Article 19: Reduction in Personnel, Layoff, and Recall

Section 19.1: Reduction in Force General Process

The College possesses the ultimate right to determine if an Association Member reduction in force (RIF) will occur.

Before any Association Member RIF occurs, the College will meet with the Education Association to discuss alternatives to the RIF and/or implementation of the RIF.

The Education Association will be provided an opportunity to present recommendations to the President or designated representative(s) regarding such reductions for consideration prior to the final decision.

Section 19.2: Reasons for RIF

A 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 relevant or expense of program is too great, regardless of enrollment
- d. Financial emergency, defined as a significant reduction in general fund revenue (a minimum of \$.5 million) or an unanticipated, significant increase in expenses (a minimum of \$.5 million).

The Office of Institutional Research will provide the Education Association, 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.

Section 19.3: Notices Related to RIFs

Reasons 19.2a, 19.2b, or 19.2c

The College will give the Association Member(s) and the Education Association three months of advance notice when a RIF may occur. The College and the Education Association will then meet as described in Section 19.1.

If a RIF related to 19.2a, 19.2b, or 19.2c occurs before the three-month period of advance notice is satisfied, the affected Association Member(s) will be paid salary and fringe benefits will be continued for the balance of the required notice period, and the Education Association will waive any action for alleged breach of advance notice.

Reason 19.2d

In the event of a financial emergency, as defined by Reason 19.2d, budget reductions/cost controls will happen first in non-personnel expenses. In addition, the College will make every attempt to freeze hiring.

Notification of a possible RIF because of 19.2d will be given to the Education Association at least 14 days prior to any layoff notices being sent to Association Members. The College and the Education Association will then meet as described in Section 19.1. The Education Association may present to the College for consideration any proposals it may have regarding the RIF or how it will be accomplished.

Section 19.4: Program/Discipline Elimination

If a program/discipline is eliminated, the Association Member(s) in the program/discipline will be RIFed. If RIFed, an Association Member may:

- a. Request retraining, which requires mutual agreement between the College and the Association Member and will be based on College needs, or
- b. Be offered internal outplacement services.

Section 19.5: College-wide RIF

If there is a College-wide RIF, priority will be given to RIFs that will least impact students. The following examples, which are not all inclusive, may be considered:

- a. Course enrollment
- b. Courses necessary to complete degree or certification
- c. Number of Association Members teaching in a program/discipline (e.g., RIF one and increase class size for the remainder)

Section 19.6: Association Member in Same Program/Discipline

When choosing among several Association Members in the same program/discipline, the least senior Association Member will be RIFed first, followed by the next least senior, and so forth. In the event seniority is equal, the deciding factor will be by lottery.

Section 19.7: Recall

When Association Member positions become available, RIFed Association Members will be recalled in the inverse order of the RIF, provided they possess the credentials to perform the available job. Association Members will remain on the recall list for a period of two years. Notification of recall will be by certified mail at the Association Member's last known address. The Association Member will accept or reject the position within 10 days by registered mail to the College. If the Association Member rejects the position, they will remain on the recall list for a period of one year or such time as the Association Member would have remained on the recall list should the position not have been offered. If not recalled within such time, the Association Member will be removed from the recall list.

Section 19.8: Position Previously Held by Association Member

Should the position previously held by an Association Member that was RIFed become available again within two years of the RIF, the Association Member will have the right to it with no loss of seniority (see Section 17.2).

Article 20: Personnel Files and Other Employment Documents

Section 20.1: Personnel File

Each Association Member will have a personnel file in HR. This file will be considered the sole official personnel file for the Association Member. Except for confidential pre-employment information, Association Members will have access to all information in

their file, and, upon written request, may have an Officer of the Education Association accompany them to review their file. The Association Member has the right to enter a response to any item in their file. At a minimum, each personnel file will contain the documents listed in *Appendix C – Personnel Files*.

Association Member personnel files should contain only that information that is directly related to the Association Member's job duties, salary, performance, and general employment history. Nothing of a critical nature will be placed in the Association Member's official personnel file unless they have had an opportunity to examine it, acknowledge this examination by initialing it, and submit a written response. Medical files, where applicable, will be maintained separately from other files. Materials regarding the personal or private life of an Association Member will not be placed in the personnel file.

Section 20.2: Employment Contracts

Each assignment for which an Association Member is paid will be evidenced by a written contract, which will be placed in the Association Member's personnel file. All such contracts will contain a statement that they are subject to the provisions of this Agreement. When an Association Member receives release time to perform duties, such arrangement will be documented and placed in the Association Member's personnel file.

Article 21: Paid Leave

Section 21.1: Jury Duty and Court Appearances

When an Association Member is summoned for jury duty or is subpoenaed to appear in court as a non-litigant, they must notify their supervising Dean. The Association Member must remit jury duty payments less mileage reimbursement to the Finance Department and they will receive regular pay and benefits instead.

Section 21.2: 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 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 days of bereavement leave will be granted.

In the case of a death of an aunt, uncle, grandparent-in-law, brother/sister-in-law, niece, or nephew, one day of bereavement leave will be granted.

Additional bereavement leave days may be approved at the discretion of the Executive Director, HR and will be subtracted from accumulated sick leave.

Section 21.3: Sick Leave

For absences due to personal illness or disability:

- 10 days per year will be granted to each Association Member, accumulated at one day for each academic month of service, with accumulation up to 150 days.
- One additional day will be credited for an Association Member holding an 11-month contract.
- Two additional days per year will be credited for an Association Member holding a 12-month contract.

Sick leave may be used for the following reasons:

- a. For the personal illness or injury of the Association Member.
- b. For the Association Member's parent, spouse, child, stepchild, domestic partner, or relative living in the immediate household when such person suffers a *Family and Medical Leave Act of 1993 (FMLA)* qualifying event.
- c. Illness or injury of a family member not living in the household or a domestic partner, not to exceed five days per illness. Additional time may be approved at the discretion of the Executive Director, HR, in consultation with the supervising 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 working days for relatives and three working days for immediate family or domestic partners.
- e. Bereavement, subject to Section 21.2.

In the first year of employment, an Association Member can request an advance from HR for up to five days of sick leave if they have not accrued a sufficient number of sick days for use, which will then be deducted from future sick leave accruals. Approval will be provided unless performance issues exist that would question continuation of contract beyond the first year. Should the Association Member separate from employment prior to earning the advanced sick leave days, the negative balance will be deducted from the Association Member's final paycheck.

Section 21.4: Illness or Disability

The employment of an Association Member may be terminated after two 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.

The College may require examination by a physician of its choosing, at its expense, for any Association Member it believes may be unable to perform their duties due to illness, disability, or incapacity. Refusal to submit to such examination will be grounds for termination.

Before an Association Member's employment is terminated due to illness, incapacity, or disability, a written notice of intent to terminate will be delivered to the Association Member or to the guardian, spouse, or such other person as may be legally responsible for the Association Member. Upon receipt of such notice, the Association 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 21.5: Personal Leave

Association Members will receive two half personal days and two full personal days annually.

Association Members may use a half day of personal leave when the time missed is either no more than half of the scheduled time for that day or when all scheduled time missed for that day fits within a four-hour time span. In cases such as when the time off can be made up later (e.g., an office hour that is rescheduled), the supervising Dean may grant an "excused absence" which then requires no use of personal leave.

Personal leave is not cumulative and may not normally be utilized on the day immediately preceding or following a day 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 supervising Dean in advance.

Association Members who take personal time off when scheduled to work must report the hours of assigned work missed (e.g., class time, committee meeting, office hours, advising, or other duties as noted in job description) based on an eight-hour workday. Time off will be reported in four-hour increments.

Section 21.6: Temporary Military Leave

For Association Members called to temporary military service of 90 days or less (e.g., National Guard duty, Reserve training), the College will continue to pay the Association Member's salary and the Association Member will sign over to the College any pay received from the military. The College will also continue to provide comprehensive health insurance to the Association Member and/or the Association Member's dependents if no comprehensive health insurance is offered through the military.

Association Members may leave for and/or return from temporary military service "outside the period of service in the uniform services" on a workday when they are not scheduled to teach without using personal leave and receive regular compensation for the travel day(s). Missed office hours will be rescheduled.

Section 21.7: Sabbatical Leave

The College will make at least one sabbatical leave up to two-semester available each year of this Agreement and may consider additional sabbatical leaves. Sabbatical leave is dependent on the College's ability to cover the instructional load. Sabbatical leaves will be granted in accordance with the policy that is in effect on the date of this Agreement (see *Appendix D - Faculty Sabbatical Leave*).

Article 22: Unpaid Leaves**Section 22.1: Active Duty Military Leave**

The College will provide a leave of absence for Association Members called to active duty of greater than 90 days in accordance with Federal Law. No pay or benefits will be allowed for such extended leave. The Association Member's right to reemployment upon discharge will be governed by Federal Law.

Section 22.2: Campaign Leave

Upon 60 days advance notice and the approval of the Provost and Vice President of Academic Affairs, Association Members may be granted a leave of absence of one semester to campaign for political office. Such leave will be without pay or benefits. The Association Member may choose the semester in which the leave will be taken.

Section 22.3: Professional Leaves

Upon approval of the Provost and Vice President of Academic Affairs and in collaboration with the College President, unpaid professional leaves of up to two years may be taken for purposes such as, but not limited to:

- Study leading to an advanced degree or certification
- Retraining in a subject matter other than the Association Member's current discipline or specialty
- Exchange teaching or assignments at other institutions
- Positions in professional societies and associations
- Special training in the Association Member's current discipline or specialty
- Political leave

Except as required by FMLA, while on professional leave, an Association Member will have the option to maintain their group insurance coverage by assuming the premiums, payable one month in advance.

Benefits or rights accumulated prior to the effective date of the professional leave will be carried forward and credited to the Association Member upon their return; however, an Association Member on unpaid leave will not accrue sick leave or additional sabbatical leave credit while on leave.

The College will not hold open the Association Member's position nor guarantee employment at conclusion of the professional leave. The Association Member may reapply for College employment at the conclusion of the professional leave.

Section 22.4: Family and Medical Leave (FMLA)

Employees who work a minimum of 1,250 hours in any 12-month period are eligible for family and medical leave under the terms and conditions of FMLA and federal regulations pertaining to that statute.

Association Members must use accrued paid leave as part of any leave provided under FMLA. The types of paid leave that will be used are sick days, personal days, short term disability, and long-term disability. Worker's compensation benefits and all leave time will run concurrently with FMLA leave.

The College will continue to maintain its portion of group health insurance coverage for the duration of any FMLA.

Section 22.5: Other Leaves of Absence

Leaves of absence without pay or benefits for personal illness or poor health may be granted by the College in semester increments for up to two years.

Article 23: Insurance Benefits

Section 23.1: Insurance Plan

The Health Benefits Taskforce (HBT) will meet at least annually to review health and related plan components and renewal bids to provide a recommendation to the President for insurance plans for all employees. Health insurance renewal quotes from at least three different companies will be sought. HBT membership will include an equal number of staff (appointed by the College President) and Association Members (appointed by the Education Association) and an employee representing the Lake Michigan College Facilities Workers Union/MEA/NEA. If the HBT cannot reach a collaborative decision on a recommendation, all options considered will be presented to the President for a decision.

The insurance plan year is January 1 through December 31. The open enrollment period will be scheduled in November of each year by the Designated Plan Administrator.

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

If the plan recommended by the HBT is a high deductible plan, the high deductible will be funded by the College at a minimum of \$2,700 for two-person and family coverage and \$1,350 for single coverage. Deductible is funded in two equal installments, January and July of each year.

A newly hired Association Member will be provided insurance effective on their first day of employment. When necessary, contributions on behalf of an Association Member will be made retroactively or prospectively to assure uninterrupted participation and coverage. The College will be responsible for providing insurance information including applications and claims materials.

If an Association Member is covered under another employee's insurance, one will elect health insurance coverage and the other will elect the cash option in lieu of health benefits.

Section 23.2: Auxiliary Benefits

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 Association Member.

Section 23.3: Opt Out of Health Insurance

Association Members who opt out of health insurance coverage and instead elect the coverages described in Section 23.1 will receive an annual stipend of \$2,400 paid as part of payroll in accordance with the Faculty's payroll schedule (i.e., either 20 or 26 pays).

Section 23.4: College Contribution to Health Insurance

The College's contribution to health insurance will cease for an Association Member whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under FMLA or where health insurance is available under a disability or other applicable program.

Section 23.5: Elective Benefits

Association Members are entitled to College-wide elective benefits, with additional cost paid by the Association Member.

Article 24: Compensation

Section 24.1: Wages

Wages for Faculty and Librarian(s):

- FY22: 3% infusion of the grid with one step increase. Those at 17+ will receive \$1,000, not added to the base.
- FY23: No infusion of the grid with one step increase. Those at 17+ will receive \$2,000, not added to the base.

- FY24: No infusion of the grid with one step increase. Those at 17+ will receive \$2,000, not added to the base.

In addition to the above, per Section 11.11 and for the duration of this Agreement, in the academic year that an enrollment-driven ratio model for minimum number of faculty is developed and accepted by both parties, the faculty grid will be increased by 3% and any pay differential will be paid retroactively from the beginning of the Academic Year in which said ratio is agreed to.

Step advancement depends on fully meeting the performance expectations of the annual performance evaluation.

Wages for Lecturers:

Newly hired Lecturers will be paid an annual salary of \$35,700 to \$46,200. Placement within this range will be determined by HR in consultation with the Provost and Vice President of Academic Affairs based on credentials, teaching experience, related work experience, and market-driven factors.

The College will provide a 5% increase to the base for FY22 for Lecturers employed by the College as of August 1, 2021. Lecturers will receive a 3% increase in FY23 and FY24.

Section 24.2: Level Change

Before a level change can be applied, Association Members pursuing advanced degrees must submit official grades, credits, and/or degrees earned to HR. The pay increase resulting from the level change will be included in the Association Member's pay equally over the remaining pay periods in the academic year beginning in the next full payroll after HR has official confirmation of the grades, credits, and/or degrees earned.

Section 24.3: Other Compensation

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

Co-Chairs, Student Learning Committee:

Each Chair will receive a nine-hour stipend at the part-time rate (three hours in Fall semester, three hours in Spring semester, and a Summer stipend equal to three hours of overload pay.)

Chairs of Dental Program, Diagnostic Medical Sonography Program, and Radiologic Technologies Program:

The Dental Program Chair, Diagnostic Medical Sonography Program Chair, and Radiologic Technologies Program Chairs will receive extra compensation of a \$4,500 annual stipend.

Department Chairs:

Department Chairs will receive extra compensation of a \$9,000 annual stipend.

English and Math Guided Placement Review:

An Association Member from the Mathematics department will serve as the Math Guided Placement Coordinator. For this work the Math Guided Placement Coordinator will be paid a stipend of \$1,500 per semester (Fall and Spring).

An Association Member from the English department will serve as the English Guided Placement Coordinator. For this work the English Guided Placement Coordinator will be paid a stipend of \$1,500 per semester (Fall and Spring).

Duties of Guided Placement Coordinators:

- Co-chair placement taskforce to include representatives from Advising, Testing, etc.
- Track current trends and best practices for placement.
- Set placement policy, standards, and procedures in cooperation with the taskforce.
- Update placement guide, as needed, when changes occur.
- Communicate placement standards to appropriate committees and departments, including Admissions and Advising.
- Review student placement challenges and approve prerequisite waivers for Math and English, as appropriate.

Nursing Program Chair:

The Nursing Program Chair will receive extra compensation of a \$4,500 annual stipend.

Lab Maintenance:

A “lab” is defined as a physical area related to a program that requires maintenance. Lab maintenance duties will consist of overseeing/management of supplies, maintaining lab conditions, general lab maintenance, and light machine repair.

A \$1,500 annual stipend per lab (unless otherwise noted below) will be paid to each Association Member who maintains a lab. Stipends will be paid the last payroll of the semester in which the work occurs. Labs include:

- Art
- CIS Labs (three)
- Culinary
- Hydraulics/Pneumatics, and Electronics, all combined as one
- Machine Tool
- Nursing (\$500)
- Music (\$750)
- Radiography (\$750)
- Ultrasound (\$750)
- Welding

New Association Member Orientation:

New Association Members will be compensated \$600 for the three days of orientation, payable on the payroll cycle following orientation completion.

Open Educational Resources (OER):

With the prior approval of the supervising Dean, Association Members will receive a two-contact hour stipend at the appropriate part-time faculty rate for curation and adoption of OER that eliminate the need for students to purchase textbook(s) for that course for at least two full academic years. During that timeframe, the Association Member will evaluate the overall effectiveness of the adopted OER, make adjustment as necessary, and provide their analysis to the supervising Dean. Only one OER development stipend will be given per course. Once curated and refined, OER should be shared with other Association Members and part-time faculty teaching the same course.

Orphan 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 Association Member will be compensated \$750 for each orphan program per academic year.

Part-Time Faculty Observations:

Association Members will be compensated three hours of pay at the part-time faculty rate (one hour of observation, one hour for report writing, and one hour for meeting with part-time faculty for discussion). Compensation will be at the highest part-time faculty rate, excluding market rates. Association Members will not receive additional compensation for Association Member peer-to-peer reviews.

Portfolio Evaluation:

A stipend of \$75 will be provided for each portfolio evaluated by an Association Member.

Special Assignments:

A special assignment is a request for services that falls outside the usual and customary Association Member duties (e.g., developing a course outside of program, grant management, new Association Member orientation, alternative delivery methods, Honors Program coordination) or duties that are significantly above and beyond the usual and customary level. Temporary assignments like Title III and Achieving the Dream will be treated as special assignments.

Prior to performing a special assignment, the Association Member, Program/Department Chair, and supervising 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. Compensation for special assignments that are fully completed will be paid on the payroll after the review and approval of the supervising Dean is received by HR. If the special assignment is not completed by the end of a semester, a prorated amount (based on the estimated portion of the work completed) will be paid to the Association Member in the next payroll after the supervising Dean's approval is received by HR.

Work-based Learning (e.g., Co-op and Internships):

Association Members will be compensated on a semester basis in one contact hour increments for every four students. The number of students enrolled will be determined on the day following the last day classes can be dropped with 100% refund. Following the completion of the semester, the Association Member can submit a request to the supervising Dean if students have been added to the course after the original count date.

The role of Association Members who coordinate Work-based Learning is to:

- Help develop work-based learning placement sites for students.
- Assist students in setting clear and measurable learning objectives for their work-based learning experiences*.
- Meet with students and employers at the workplace at least once per semester.
- Facilitate employer evaluation of students at the end of each semester*.
- Assign credits and a grade based on completion of course requirements and learning objectives.

*Final supporting materials must be submitted to the supervising Dean.

Section 24.4: Salary Schedule Placement

New Association Member hires will be placed on the salary schedule in accordance with the procedures set forth in *Appendix F - Faculty Salary Equity Placement Method*.

Section 24.5: Retirement Plans

At the time of hire, an Association Member may elect to participate in either the MPSERS or the TIAA retirement plan.

- a. Current standard contribution to MPSERS is paid in full by the College. Additional employee contributions may be deducted under the guidelines of MPSERS.
- b. Contributions to TIAA are paid by the College. Additional employee contributions may be made under IRS guidelines.

Whatever the College contribution made to TIAA for non-Association Members will be made for Association Members.

For Association Members hired prior to August 31, 2011 who choose TIAA, the College contribution for TIAA will not be lower than 14.96%.

Association Members hired after August 31, 2011 who choose TIAA will receive a College contribution of 10%, and the College will match their contributions to TIAA up to an additional 2%.

Article 25: Association Member Rights

Section 25.1: Electronic Recording Devices

Except as is required as an accommodation under federal or state disability laws, the use of devices by students during meeting of classes will be subject to the permission of the Association Member. Permission will not be unreasonably withheld. A student denied permission will have the burden of establishing through the student grievance process that permission was unreasonably withheld. Where permission is granted, the student will be required to acknowledge in writing that the content of the instruction will not be reproduced, but only used for the student's own personal learning experience.

Section 25.2: Observations

All classroom observations will be conducted in the open and with the full knowledge of the Association Member.

Section 25.3: Concerted Activity

The College will not discriminate with respect to the terms and conditions of an Association Member's employment because of their membership or non-membership in the Education Association or because of their lawful participation in Education Association activities.

Section 25.4: Personal Activities

Association Members are entitled to full rights of citizenship. Activities on their personal time, including but not limited to religious or political activities, will not be used as a basis to discriminate on the terms and conditions of their employment, provided that such activities do not prevent them from performing their employment duties and provided that Association Members do not claim that those activities are undertaken on behalf of the College.

Association Members will 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 will immediately disclose any potential conflict of interest that may arise to the Provost and Vice President of Academic Affairs. Failure to make such disclosure may result in discipline.

Association Members will not authorize the use of College resources for the benefit of, or for supporting or opposing, political or religious beliefs.

Section 25.5: Departmental Participation

An Association Member that is assigned duties in more than one area or department will have the right to fully participate in all areas or departments that they serve.

Section 25.6: Field Trip

A “field trip” is an educational activity which requires students and Association Members to leave the specific site where the class is normally scheduled to meet. The College will make every effort to supply transportation for field trips.

Section 25.7: Liability Insurance

The College will provide liability insurance to Association Members through its insurance company.

Section 25.8: Academic Freedom

Association Members are entitled to freedom of discussion within the classroom on all matters relevant to the course and within their area of professional competence.

When an Association Member’s artistic performance, work, or exhibition is a professional extension of their teaching responsibilities, they are entitled to academic freedom of expression, subject only to legal requirements and College policies.

Upon the previous written approval of the supervising Dean, an Association Member will be free to introduce on an experimental basis any methods or innovations in instruction which they believe will enable students to achieve the course objectives. The Association Member will provide an evaluation report to the supervising Dean upon the conclusion of the experiment.

Article 26: Severability

If any provision or application of this Agreement 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 will be deemed invalid, except to the extent permitted by law but all other provisions will continue in full force and effect.

Article 27: Strikes and Lockouts**Section 27.1: No Strike**

The Education Association will not cause, engage in, or sanction any strike or interruption of normal College operations. Nor will there be any strike or any interruption of work because of any dispute or disagreements between any persons who are not signatory parties to this Agreement.

Section 27.2: 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 28: Duration of Agreement

This Agreement will remain in full force and effect from the 1st day of July 2021 until the 30th day of June 2024.

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 29: Entire Agreement

IN WITNESS WHEREOF, the duly authorized representatives of both parties have affixed their signatures at Benton Harbor, Michigan, this 29th day of October 2021.

LAKE MICHIGAN COLLEGE

_____	_____	_____	_____
Kelli Hahn	Date	Leslie Kellogg	Date
Chief Finance Officer		Provost and VP of Academic Affairs	

LAKE MICHIGAN COLLEGE EDUCATION ASSOCIATION MEA/NEA

_____	_____	_____	_____
Jim Larson	Date	Kathleen Szymanski	Date
President		Chair of Bargaining Team	

APPENDIX A – GRIEVANCE REPORT FORM

Lake Michigan College Grievance # _____

Distribution of Form

- 1. President
- 2. Supervising Dean
- 3. Education Association
- 4. Grievant
- 5. Submit to Supervisor in Duplicate

Assignment: _____

Name of Grievant: _____

Date Filed: _____

STEP 1

If additional space is needed, attach an additional sheet.

- A. Date Cause of Grievance Occurred: _____
- B. Article/Section/Policy Violated: _____
- C. Statement of Grievance: _____
- D. Relief Sought: _____

Grievant Signature, Date, Time: _____

Education Association Officer Signature, Date, Time: _____

- E. Disposition of Supervising Dean:

Signature of Supervising Dean, Date, Time: _____

- F. Disposition of Grievant and/or Education Association:

Signature of Grievant and/or Education Association, Date, Time: _____

STEP 2

- A. Date Received by Vice President or Designee: _____

Disposition of Vice President or Designee:

VP or Designee Signature, Date, Time: _____

- B. Position of Grievant and/or Education Association:

Signature of Grievant and/or Education Association, Date, Time: _____

STEP 3

A. Date Received by President or Designee:

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 – PERFORMANCE EVALUATION

See Article 15 for a description of the performance evaluation process.

Timeline:

May 20	Association Member sends 3-5 goals to the supervising administrator.
May 20-September 30	Goals are either approved or negotiated and revised by the Association Member in collaboration with the supervising Dean.
October 1	In the third year of the evaluation cycle, the Association Member submits a completed <i>Performance Evaluation Form</i> to the supervising Dean.
October 21-February 1	Collegial Conference occurs between the Association Member and the supervising Dean, and the <i>Faculty Evaluation Form</i> is completed by the supervising administrator.

Performance Evaluation Form

Academic Year: _____

Faculty Member: _____

A. **Attainment of Goals**

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments*: _____

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

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments*: _____

C. **Classroom Observation**

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments*: _____

D. **Timely submission of mid-term and final grades**

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments*: _____

E. **Confirmation of class rosters as noted in the Academic Calendar**

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments*: _____

F. **College Citizenship**

- Acceptable
- Acceptable with Concerns

- Unacceptable

Comments*: _____

G. Committee Participation

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments*: _____

H. Department/Program Chair Performance

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

Comments*: _____

Expectations for Change and/or Improvements*

Additional Comments:

Faculty member comments (optional)*:

Determination that Faculty Member

has has not met all expectations

is is not recommended for the next step

Signatures:

Faculty Member _____ Date _____

Supervising Dean _____ Date _____

*As appropriate and necessary

APPENDIX C – PERSONNEL FILES

Each employee's personnel file will contain the following core documents:

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

The failure to include any of the foregoing documents in a personnel file will 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 will pay any fees required to reproduce the document.

The foregoing will 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

FACULTY SABBATICAL LEAVE

Office of Origin:	Human Resources
Responsibility:	Vice President, Administrative Services
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 supervising 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 timelines 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 an Association Member 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 will be at the rate of full salary for one semester or half salary for one year.
- C. The Faculty member will return to their 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.
 2. 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.
3. 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.
 4. The Sabbatical Leave Committee will make its recommendation based on consensus.
 5. The President will consider the recommendation of the committee and the Provost and Vice President of Academic Affairs and report their decision to the Board of Trustees.
 6. Written notice of the decision of the President will be given to the concerned member within 15 days after official action of the President, but no later than the day after the April Board Meeting.
 7. Within 60 days of the expiration of the leave, the individual will provide a written report, along with any additional documentation requested, to the President for the purpose of evaluating the success of the leave. The individual may be asked to appear before the Board of Trustees to present a summary.

References: Education Association Agreement

REQUEST FOR SABBATICAL LEAVE: FACULTY

To be considered for the following academic year, application must be received in Human Resources by 4 pm 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 timelines 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.

Supervising Dean's Signature:

Date: _____

Provost and Vice President of Academic Affairs Signature:

Date: _____

RECOMMENDATION OF THE SABBATICAL LEAVE COMMITTEE:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

APPENDIX E – FACULTY GRID

**Lake Michigan College
Faculty Grids**

2021-2022																			
Level\Step→	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17+
1	\$44,025	\$46,122	\$48,218	\$50,315	\$52,411	\$54,507	\$56,604	\$58,700	\$60,797	\$62,893	\$64,990	\$67,086	\$69,182	\$71,279	\$73,375	\$75,533	\$77,755	\$80,042	stipend
2	\$46,320	\$48,537	\$50,753	\$52,969	\$55,185	\$57,402	\$59,618	\$61,834	\$64,051	\$66,267	\$68,483	\$70,700	\$72,916	\$75,132	\$77,348	\$79,630	\$81,978	\$84,396	stipend
3	\$46,542	\$48,758	\$50,975	\$53,191	\$55,407	\$57,624	\$59,840	\$62,056	\$64,272	\$66,489	\$68,705	\$70,921	\$73,138	\$75,354	\$77,570	\$79,852	\$82,200	\$84,618	stipend
4	\$48,113	\$50,404	\$52,695	\$54,986	\$57,277	\$59,568	\$61,859	\$64,150	\$66,441	\$68,732	\$71,024	\$73,315	\$75,606	\$77,897	\$80,188	\$82,546	\$84,974	\$87,473	stipend
5	\$50,270	\$52,685	\$55,100	\$57,515	\$59,930	\$62,345	\$64,760	\$67,175	\$69,590	\$72,005	\$74,420	\$76,835	\$79,250	\$81,665	\$84,080	\$86,566	\$89,125	\$91,759	stipend
6	\$50,714	\$53,129	\$55,544	\$57,959	\$60,374	\$62,789	\$65,204	\$67,619	\$70,034	\$72,449	\$74,864	\$77,279	\$79,694	\$82,108	\$84,523	\$87,009	\$89,568	\$92,203	stipend
7	\$52,112	\$54,593	\$57,075	\$59,556	\$62,038	\$64,519	\$67,001	\$69,482	\$71,964	\$74,445	\$76,927	\$79,408	\$81,890	\$84,371	\$86,853	\$89,407	\$92,037	\$94,744	stipend
8	\$53,792	\$56,385	\$58,978	\$61,571	\$64,164	\$66,758	\$69,351	\$71,944	\$74,537	\$77,130	\$79,724	\$82,317	\$84,910	\$87,503	\$90,096	\$92,766	\$95,514	\$98,343	stipend
9	\$54,457	\$57,050	\$59,644	\$62,237	\$64,830	\$67,423	\$70,016	\$72,610	\$75,203	\$77,796	\$80,389	\$82,982	\$85,576	\$88,169	\$90,762	\$93,431	\$96,179	\$99,008	stipend
10	\$55,439	\$58,079	\$60,719	\$63,359	\$65,999	\$68,638	\$71,278	\$73,918	\$76,558	\$79,198	\$81,838	\$84,478	\$87,118	\$89,758	\$92,398	\$95,116	\$97,913	\$100,793	stipend
11	\$57,060	\$59,830	\$62,600	\$65,370	\$68,140	\$70,910	\$73,680	\$76,450	\$79,220	\$81,990	\$84,760	\$87,530	\$90,300	\$93,070	\$95,840	\$98,691	\$101,626	\$104,648	stipend
12	\$58,169	\$60,939	\$63,709	\$66,479	\$69,249	\$72,019	\$74,789	\$77,559	\$80,329	\$83,099	\$85,869	\$88,639	\$91,409	\$94,179	\$96,949	\$99,800	\$102,736	\$105,757	stipend

2022-2023																			
Level\Step→	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17+
1	\$44,025	\$46,122	\$48,218	\$50,315	\$52,411	\$54,507	\$56,604	\$58,700	\$60,797	\$62,893	\$64,990	\$67,086	\$69,182	\$71,279	\$73,375	\$75,533	\$77,755	\$80,042	stipend
2	\$46,320	\$48,537	\$50,753	\$52,969	\$55,185	\$57,402	\$59,618	\$61,834	\$64,051	\$66,267	\$68,483	\$70,700	\$72,916	\$75,132	\$77,348	\$79,630	\$81,978	\$84,396	stipend
3	\$46,542	\$48,758	\$50,975	\$53,191	\$55,407	\$57,624	\$59,840	\$62,056	\$64,272	\$66,489	\$68,705	\$70,921	\$73,138	\$75,354	\$77,570	\$79,852	\$82,200	\$84,618	stipend
4	\$48,113	\$50,404	\$52,695	\$54,986	\$57,277	\$59,568	\$61,859	\$64,150	\$66,441	\$68,732	\$71,024	\$73,315	\$75,606	\$77,897	\$80,188	\$82,546	\$84,974	\$87,473	stipend
5	\$50,270	\$52,685	\$55,100	\$57,515	\$59,930	\$62,345	\$64,760	\$67,175	\$69,590	\$72,005	\$74,420	\$76,835	\$79,250	\$81,665	\$84,080	\$86,566	\$89,125	\$91,759	stipend
6	\$50,714	\$53,129	\$55,544	\$57,959	\$60,374	\$62,789	\$65,204	\$67,619	\$70,034	\$72,449	\$74,864	\$77,279	\$79,694	\$82,108	\$84,523	\$87,009	\$89,568	\$92,203	stipend
7	\$52,112	\$54,593	\$57,075	\$59,556	\$62,038	\$64,519	\$67,001	\$69,482	\$71,964	\$74,445	\$76,927	\$79,408	\$81,890	\$84,371	\$86,853	\$89,407	\$92,037	\$94,744	stipend
8	\$53,792	\$56,385	\$58,978	\$61,571	\$64,164	\$66,758	\$69,351	\$71,944	\$74,537	\$77,130	\$79,724	\$82,317	\$84,910	\$87,503	\$90,096	\$92,766	\$95,514	\$98,343	stipend
9	\$54,457	\$57,050	\$59,644	\$62,237	\$64,830	\$67,423	\$70,016	\$72,610	\$75,203	\$77,796	\$80,389	\$82,982	\$85,576	\$88,169	\$90,762	\$93,431	\$96,179	\$99,008	stipend
10	\$55,439	\$58,079	\$60,719	\$63,359	\$65,999	\$68,638	\$71,278	\$73,918	\$76,558	\$79,198	\$81,838	\$84,478	\$87,118	\$89,758	\$92,398	\$95,116	\$97,913	\$100,793	stipend
11	\$57,060	\$59,830	\$62,600	\$65,370	\$68,140	\$70,910	\$73,680	\$76,450	\$79,220	\$81,990	\$84,760	\$87,530	\$90,300	\$93,070	\$95,840	\$98,691	\$101,626	\$104,648	stipend
12	\$58,169	\$60,939	\$63,709	\$66,479	\$69,249	\$72,019	\$74,789	\$77,559	\$80,329	\$83,099	\$85,869	\$88,639	\$91,409	\$94,179	\$96,949	\$99,800	\$102,736	\$105,757	stipend

2023-2024																			
Level\Step→	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17+
1	\$44,025	\$46,122	\$48,218	\$50,315	\$52,411	\$54,507	\$56,604	\$58,700	\$60,797	\$62,893	\$64,990	\$67,086	\$69,182	\$71,279	\$73,375	\$75,533	\$77,755	\$80,042	stipend
2	\$46,320	\$48,537	\$50,753	\$52,969	\$55,185	\$57,402	\$59,618	\$61,834	\$64,051	\$66,267	\$68,483	\$70,700	\$72,916	\$75,132	\$77,348	\$79,630	\$81,978	\$84,396	stipend
3	\$46,542	\$48,758	\$50,975	\$53,191	\$55,407	\$57,624	\$59,840	\$62,056	\$64,272	\$66,489	\$68,705	\$70,921	\$73,138	\$75,354	\$77,570	\$79,852	\$82,200	\$84,618	stipend
4	\$48,113	\$50,404	\$52,695	\$54,986	\$57,277	\$59,568	\$61,859	\$64,150	\$66,441	\$68,732	\$71,024	\$73,315	\$75,606	\$77,897	\$80,188	\$82,546	\$84,974	\$87,473	stipend
5	\$50,270	\$52,685	\$55,100	\$57,515	\$59,930	\$62,345	\$64,760	\$67,175	\$69,590	\$72,005	\$74,420	\$76,835	\$79,250	\$81,665	\$84,080	\$86,566	\$89,125	\$91,759	stipend
6	\$50,714	\$53,129	\$55,544	\$57,959	\$60,374	\$62,789	\$65,204	\$67,619	\$70,034	\$72,449	\$74,864	\$77,279	\$79,694	\$82,108	\$84,523	\$87,009	\$89,568	\$92,203	stipend
7	\$52,112	\$54,593	\$57,075	\$59,556	\$62,038	\$64,519	\$67,001	\$69,482	\$71,964	\$74,445	\$76,927	\$79,408	\$81,890	\$84,371	\$86,853	\$89,407	\$92,037	\$94,744	stipend
8	\$53,792	\$56,385	\$58,978	\$61,571	\$64,164	\$66,758	\$69,351	\$71,944	\$74,537	\$77,130	\$79,724	\$82,317	\$84,910	\$87,503	\$90,096	\$92,766	\$95,514	\$98,343	stipend
9	\$54,457	\$57,050	\$59,644	\$62,237	\$64,830	\$67,423	\$70,016	\$72,610	\$75,203	\$77,796	\$80,389	\$82,982	\$85,576	\$88,169	\$90,762	\$93,431	\$96,179	\$99,008	stipend
10	\$55,439	\$58,079	\$60,719	\$63,359	\$65,999	\$68,638	\$71,278	\$73,918	\$76,558	\$79,198	\$81,838	\$84,478	\$87,118	\$89,758	\$92,398	\$95,116	\$97,913	\$100,793	stipend
11	\$57,060	\$59,830	\$62,600	\$65,370	\$68,140	\$70,910	\$73,680	\$76,450	\$79,220	\$81,990	\$84,760	\$87,530	\$90,300	\$93,070	\$95,840	\$98,691	\$101,626	\$104,648	stipend
12	\$58,169	\$60,939	\$63,709	\$66,479	\$69,249	\$72,019	\$74,789	\$77,559	\$80,329	\$83,099	\$85,869	\$88,639	\$91,409	\$94,179	\$96,949	\$99,800	\$102,736	\$105,757	stipend

APPENDIX F – FACULTY SALARY EQUITY PLACEMENT METHOD

FACULTY SALARY EQUITY PLACEMENT METHOD

Office of Origin:	Human Resources; Academic Affairs
Responsibility:	Executive Director, Human Resources; Provost and Vice President of Academic Affairs
Original Date Adopted:	7-1-09
Dates Reviewed:	8-23-11, 7-9-18, 9-13-21, 12-01-21
Last Date Board Approved:	9-25-18, 10-26-21

The Lake Michigan College (the College) Equity Salary Placement Method (ESPM) is intended to:

- provide an objective base salary placement for newly hired faculty,
- be used as a basis for annual salary progression, and
- to adjust the Level placement of current faculty when the faculty attains new academic credentials or earns additional credit hours toward an advanced degree.

Faculty are responsible for providing complete documentation, including transcripts, certificates, licenses, and information needed to verify and evaluate previous employment. All academic course work must be verified by official transcripts.

Faculty employed in grant-funded positions are not placed according to ESPM. If a grant-funded faculty position is later funded by the College, the faculty's credentials will be evaluated at that time and they will be placed as a new hire.

Evaluation of credentials and the determination of placement is the responsibility of the Placement Committee, which will include the Dean of Accreditation, Planning, & Quality, the supervising Dean, the Provost and Vice President of Academic Affairs, an Education Association officer, and the Executive Director of Human Resources or Human Resources Business Partner.

ESPM has two components, both described in further detail below:

- Level based on academic credentials will be used to determine Level placement on the Faculty Pay Grid.
- Step will be determined based on teaching experience plus other relevant

experience where applicable and/or required.

LEVEL PLACEMENT

The Faculty Pay Grid has 12 Levels based on academic credentials and continued professional development relevant to the teaching assignment(s). The Levels are:

Level	Level Name	Years of Experience
1	Associate	5
2	Associate plus 60+	5
3	Baccalaureate	-
4	Baccalaureate plus 15-29	-
5	Baccalaureate plus 30	-
6	Master's	-
7	Master's plus 15-29	-
8	Master's plus 30+	-
9	Master's plus Master's	-
10	Master's plus Master's plus 15-29	-
11	Master's plus 60+	-
12	Doctorate	-

Level Placement Guidelines

1. Academic credentials and any additional credit hours must be earned from an institution accredited by an accreditation association recognized by the U.S. Department of Education (e.g., the Higher Learning Commission.)
2. Quarter-hour credit conversion to semester credit hours is at the rate of two semester credit hours for three quarter hours ($2/3$ multiplied by the term hours) unless a different valuation is indicated by the granting institution.
3. Approved vocational certifications (e.g., Journeyman certification) can be equated to one Level increase and may be used only once.
4. One credit hour may be granted for every 30 contact hours of participation in continuing education workshops or seminars in the individual's subject area if that participation meets the following requirements:
 - a. "Continuing education" must be the learning of new information, not the sharing of one's expertise. Examples of experiences that may NOT be counted as continuing education include volunteer teaching, guest teaching, consulting, reviewing for a publisher, etc.
 - b. One Continuing Education Unit (CEU) is defined as 10 contact hours of participation in an organized continuing education experience under responsible sponsorship, capable direction, and qualified instruction.

- c. Participation in a workshop or seminar must have prior approval by the supervising Dean and the Provost and Vice President of Academic Affairs.
 - d. New hires must have workshops or seminars evaluated by the Placement Committee.
 - e. Individuals must present formal certification of successful completion of the activity to the supervising 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 that meet CEU criteria.
 - f. If CEUs are not available, the individual may submit a written report of the activity for review by their supervising Dean that includes hours participated, purpose, objectives, and the specific outcomes completed or gained relevant to the work assignment. Approved hours of activity will be converted to CEU equivalents per 4b above.
 - g. Undergraduate courses, including retraining coursework, may be counted toward continuing education on a contact hour basis with the prior approval of the supervising Dean. One semester hour's credit may be counted as the equivalent of 16 contact hours (1.6 CEU).
5. For existing Faculty, application for new Level assignment will be handled in accordance with the *Labor Agreement between the College & the Education Association*.

STEP PLACEMENT

ESPM has 17 equal Steps for each Level. Each Step represents one year of higher education teaching experience plus other relevant experience as defined in this policy.

No more than one year of experience will be counted in any calendar year (i.e., experience such as overload, summer school teaching, or part-time teaching at a second institution performed concurrently with full-time teaching employment will not be counted as additional experience).

Any higher education experience counted must be at an institution holding accreditation recognized by the U.S. Department of Education.

For Step placement, credit for prior teaching experience is limited to a maximum of seven years, while credit for prior non-teaching experience is limited to a maximum of six years. Maximum normal Step placement is Step 13.

The Placement Committee may recommend to Human Resources that the College award additional Steps above a 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. Annual movement on the Faculty Pay Grid determines future wages.

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

Years credited for all types of experiences (teaching, relevant work, administrative) will be totaled and rounded down to a whole number.

After initial placement, the Faculty will receive credit for additional years of experience at the College only for those years for which they receive a "Satisfactory" performance rating.

Step Placement Guidelines

Placement on a Step will be determined as follows:

1. Full-time higher education teaching or librarian experience will be counted one year for one year.
2. Relevant experience acquired during exchange teaching or sabbatical leave will be fully credited upon approval of the Placement Committee.
3. Part-time teaching experience:
 - a. Adjunct teaching, teaching fellowships, and teaching by graduate students will be equated to yearly experience (i.e., 30 contact hours or equivalent equals 1 year).
 - b. Undergraduate teaching will only be counted if directly relevant to the individual's primary teaching assignment and will be equated to yearly experience (i.e., 30 contact hours or equivalent equals 1 year) and then divided by half.
 - c. This part-time teaching experience will not be counted unless it is at least one full year in total.
4. Academic research and teaching assistantships relevant to the teaching assignment may be counted fully or fractionally depending on the nature of the experience.
5. Student tutoring will be counted only if it is directly relevant to the individual's primary assignment. Credit granted will be the average weekly hours for the entire academic year divided by 40 and then divided by 2.
6. Relevant full-time industry/corporate teaching or librarian experience will be counted one year for one year.

7. Non-teaching experience must be full-time and directly relevant to the individual's main teaching assignment and will be equated as follows:
 - a. Higher education academic administrative experience will be counted one year for one year.
 - b. Industry, business, public service, or military experience will be equated at one-half.

Appeal Procedure

An individual may appeal their placement as follows:

1. After submitting a written request to the Executive Director, Human Resources for a hearing within 30 working days of receipt of the placement result, an individual may meet with the Placement Committee to present additional documentation and/or explain any special circumstances.
2. The hearing will be held within 10 working days from receipt of the request. The Placement Committee will render a decision within three working days.
3. The individual may appeal the decision of the Placement Committee to the President within 10 working days. The President will render a decision within three working days.
4. The decision of the President will be final. A written rationale will be sent to the Executive Director, Human Resources, the Provost and Vice President of Academic Affairs, the supervising Dean, and the individual.

References: *Faculty Qualifications* policy
 Education Association Agreement

APPENDIX G – PROFESSOR EMERITUS POLICY

PROFESSOR EMERITUS APPOINTMENTS OF TEACHING FACULTY

Office of Origin:	Board of Trustees
Responsibility:	Provost and Vice President of Academic Affairs, Faculty Association, College President
Date Adopted:	08-24-10
Dates Reviewed:	05-11-12, 12-13-17, 7-13-21 (Academic Affairs)
Last Date Modified & Approved:	12-13-17

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

The College's Professor Emeritus status policy is intended to honor faculty who retire from the College and 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 at least fifteen (15) years of dedicated service, nominations must reflect especially meritorious scholarly and/or professional contributions to the College. Typically, no more than one Professor Emeritus appointment can be granted in any given year. However, exceptions may be made by the Provost and Vice President of Academic Affairs.

The rights and privileges of those honored with emeritus status are defined in the Professor Emeritus Appointments of Teaching Faculty Procedure.

References: Professor Emeritus Appointments of Teaching Faculty Procedure,
Education Association Agreement