

Lake Michigan College

# Education Association Agreement

July 1, 2024 – June 30, 2027

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## **Article 1: Start Date, Policies, & Procedures**

This Agreement is entered into on September 17, 2024, 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”) 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 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. 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 unless the Association Member submits a written request to the college directing the college to stop deducting association dues, assessments, and contributions. 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, email 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**

Association Members will develop class schedules with the cooperation of Department/Program Chairs 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**

Association Members 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 program or discipline faculty and the supervising Dean. Language in this section will not infringe on academic freedom per Section 24.8.

### **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 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 indefinitely. The College will not consider disciplinary actions that are older than seven years when making future decisions regarding, discipline, step advancement, or evaluation. 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 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 Employment Relations Commission (MERC) 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**

Newly hired faculty positions will be offered a one-year appointment. After completing one year of service, the contract may be extended for an additional two-years. Appointments will be confirmed by an emailed or electronically routed contract. After a Faculty member has completed three years of full-time service, they will be offered a “continuing contract”. A continuing contract is defined as one in which there is no natural expiration date. Leaves and reductions in force are not considered a break in service. The contract will automatically revert to a one-year appointment for Faculty who are placed on a performance improvement plan (PIP). If the Faculty successfully completes the PIP, their continuing contract will be restored.

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 and Continuing Contracts**

There is no automatic right of reappointment beyond the term of a Faculty’s written contract. However, after a Faculty has completed three years of full-time service, they will be placed on a continuing contract. Faculty on a continuing contract will be retained as long as they can continue to provide satisfactory service and may only be dismissed through the procedures as set forth in Section 10.3 or Article 18 of this Agreement, or due to failure to successfully complete a PIP.

### **Section 10.3: Termination at Expiration of Contract**

During the first three years of employment, 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 by delivering a notice 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 no later than March 1 for Association Members not on a PIP. 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. The College’s decision not to reappoint an Association Member in the first three years of employment will be final and non-grievable.

Association Members on continuing contracts who are not on a PIP will not be discharged unless there is reasonable just cause as outlined in Section 7.1.

Prior to terminating an Association Member on a continuing contract, the College will:

1. Meet with the Education Association to discuss alternatives to the termination and/or implementation of the termination.
2. Provide the faculty and Education Association formal written notice outlining the specific reasons for termination.
3. Schedule a meeting with the Education Association and the faculty member to review and discuss the justification.

A faculty member whose employment is terminated during the term of their individual contract may choose to use the Grievance Procedures as outlined in Article 9.

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.

## **Article 11: Work Year, Work Week, Workday**

### **Section 11.1: The Academic Year**

For a 10-month contract, the academic year will consist of two semesters (Fall and Spring). For a 12-month contract, the academic year will consist of three semesters (Fall, Spring, and Summer).

### **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.

### **Section 11.3: New Association Member Orientation**

The College will require new Association Members to participate in an Academic Affairs orientation program during the first year of employment. The structure of the program will be mutually agreed upon by the College and the Association. Human Resources will notify, via email, the LMCEA president or their designee of the new Association Members name, position, and start date.

### **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.

Driven by academic needs of students and with the agreement of the Department/Program Chair, and the approval of 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 Department/Program 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, unless the position was created as a standing 12-month appointment. A 12-month appointment begins in August and ends the following August. Annual wage will be prorated for an approved number of contact hours

exceeding 30, as defined at the time of appointment.

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 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.

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 Education Association President. Faculty on a 12-month contract that is not continued, will be reverted back to a 10-month contract.

**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 include:

- Teaching
- Course preparation
- Grading
- Group instruction
- Assisting individual students
- Academic advising
- Curriculum and course development
- Professional development
- Attendance at a commencement ceremony
- 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, Department/Program Chair job descriptions. New full-time faculty job descriptions will be shared with the Association prior to posting.

**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 division administrative assistant 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 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. Association Members should send an email to the Faculty Absence email group to report all unplanned absences. Association Members should arrange for coverage with the Department/Program Chair, when possible. In the event of an absence due to an emergency, the Association Member must notify the supervising Dean as soon as possible. If the Association Member is incapacitated, the supervising Dean will work with the Department/Program Chair to determine how to handle the Association Member's classes.

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**

The College will hire a maximum of six Lecturers.

For purposes of this section, the term "discipline" will refer to all courses containing the same three (3) or four (4) letter prefix in the current LMC catalog.

By August 31 of each year, if a discipline demonstrates that over the past three academic years, less than 50% of the contact hours (see formulas below) for that discipline have been taught by full time faculty (not in overload), the Department/Program Chair will notify the Education Association President of the need for a new full time instructional position. The Education Association president will collaborate with the Academic Dean and the Provost and Vice President of Academic Affairs to assess:

1. Projected load for the position(s) needed
2. Enrollment projections in the discipline area(s)
3. Market demands and projected growth potential
4. Curriculum changes that impact institutional needs
5. Availability of qualified part time faculty.

Based upon this assessment, the Provost and Vice President of Academic Affairs will submit a recommendation for creating and filling a new position(s) to Cabinet for review and action by mid-December each year. The final determination for the creation of new positions will be made by the Cabinet no later than the end of the fall semester of each academic year, and the position will be posted no later than February 1st of the same academic year, unless circumstances require exceptions to these deadlines. The Provost

and Vice President of Academic Affairs will inform the Education Association of the rationale for the decision.

If a full-time faculty member retires and enrollment trends are steady, the position will automatically be considered for rehire.

The status of every Lecturer position will be reviewed annually by the Department/Program Chair, Association President, and Provost and Vice President of Academic Affairs. If a discipline has utilized a lecturer for three or more years to meet student's needs, this will prompt a discussion among these parties to consider converting the lecturer position to a full-time faculty role. Upon transitioning to a full-time faculty position, the individual will be placed on a continuing contract.

Formula:

- % of FT= (# of base contact hours taught in discipline by discipline's assigned full-time faculty during Fall and Spring semester)/ (total contact hours in discipline taught during Fall and Spring Semesters)
- % PT= (# of contact hours taught by part-time faculty during fall and Spring Semesters + # of contact hours taught by full-time faculty in overload during fall and spring semesters)/ (total contact hours in discipline taught during Fall and Spring Semesters)

**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 40% 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 (In-Person, hybrid, hyflex, remote). Exceptions may be granted on a semester-by-semester basis with the approval of the supervising Dean. Needs of the students, the departments, and the programs will be considered when implementing the percentage above.

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

**Section 12.1: Selection of Department/Program Chairs**

For departments/programs with more than two full-time faculty members and/or full-time lecturers, Department/Program Chairs will be selected by the consensus of the Association Members in the department/program and the supervising Dean in even-numbered 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/Program Chair between more than one Faculty, unless prohibited by

accreditation. The compensation will be divided appropriately. If Department/Program Chair duties are split, the Department will have only one vote on committees that both Chairs serve on (e.g., ALC, ICC).

There are some health science programs with only one or two full-time faculty. In these programs, individual faculty may be hired to serve as standing Program Directors.

If no Faculty is available or willing to serve as Chair, the supervising Dean will appoint for two years the Department/Program 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: 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 12.5: Nursing Program Chair – Release Time**

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

**Section 12.6: Radiologic Technology Program Chair – Release Time**

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

**Section 12.7: Sonography Program Chair – Release Time**

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

**Section 12.8: Visual & Performing Arts Chair – Release Time**

The Visual and Performing Arts Chair will receive eight hours of release time (four Fall semester, four Spring semester).

**Section 12.9: Director of Music Program – Release Time**

The Director of the Music Program will receive 12 hours of release time (six hours in Fall semester, six hours in 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). Association members shall have the first right of refusal to serve as the Writing Lab Director in consultation with the administration.

**Section 12.11: Math Lab Director – Release Time**

If an Association Member serves as the Math Lab Director, they will receive six hours of release time (three Fall semester, three Spring semester). Association members shall have first right of refusal to serve as Math Lab Director in consultation with the administration.

**Section 12.12: Medical Assisting Program Chair**

The Medical Assisting Program Chair will receive 12 hours of release time (six Fall semester, six Spring Semester).

**Section 12.13: Physical Therapy Assistant (PTA) Program Chair**

During program development and implementation, the Physical Therapy Assistant (PTA) Chair will receive Full Release time until the program begins teaching its curriculum to students. During the first full year of teaching in the program in which the self-study for initial accreditation is being completed, the PTA Chair will receive 16 hours of release time (eight Fall semester, eight Spring semester). During the second year of teaching in the program, the PTA Chair will receive 12 hours of release time (six Fall semester, six spring semester).

**Section 12.14: PTA Director of Clinical Education**

During program development and implementation, the Physical Therapy Assistant (PTA) Faculty/Clinical Coordinator will receive Full Release time until the program begins teaching its curriculum to students.

**Section 12.15: Honors Program Director**

The Honors Program Director shall receive six hours of release time (three in Fall and three in Spring) independent of compensation for honors colloquium.

**Section 12.16: Theatre Production Director**

If an Association Member serves as the Theatre Director, they will receive six hours of release time (inclusive of hours for instruction of Theatre Practicum) for each departmental production directed in the Fall and/or Spring semesters. This assignment includes season selection, managing the audition process, casting the production, selecting a design team, overseeing the design collaboration, conducting rehearsals, and engaging in any meetings and communications related to marketing or publicity as necessary. Association members shall have first right of refusal to serve as Theatre Director in consultation with the administration.

**Section 12.17: Lead Faculty**

Single faculty programs are those in which there is one full-time Association Member who is the sole subject matter expert. The lead faculty will have the option to accept additional responsibilities to manage their program with the support of their Department/Program Chair as needed. These duties may include managing adjuncts, scheduling classes, completing program reviews/PROE reports, and other duties as determined in collaboration with the Chair/Dean.

**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.

### **Section 13.3: Development of Online Courses**

Association Members will have the right of first refusal to develop any new courses that relate to their area of competency before such course development opportunity is offered to a part-time faculty member or outside party. 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.

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 13.4: Online Course Seat Limits**

Seat limits for initial courses will be limited to 15 students per section unless the Association Member agrees in writing to add additional seats. Class caps are determined by Faculty and supervising Dean, based on best practice. Online course offerings will be capped at the same seat limit as the equivalent in-person course. No single class section will exceed a seat cap of 25 unless the Association Member agrees in writing to add additional seats. Changes to class caps must be approved by the Provost and Vice President of Academic Affairs.

### **Section 13.5: 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 13.6: Independent Study**

The College may elect to run an independent study if agreed upon by the Association Member, Department/Program Chair, and the supervising Dean. An independent study is considered a course focused on a special topic, unique to the program or discipline, in a topic or subject not already offered in the current course catalog. No more than one student shall be enrolled in the independent study course and the Association Member shall be compensated at one contact hour.

## **Article 14: Performance Evaluation**

### **Section 14.1: Overview of Evaluation Process**

Faculty and Lecturers will be evaluated annually

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 (see Section 14.4)
- 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

\* *Will be on a three-year rotation.*

A Collegial Conference (which may be either verbal or written) to discuss the Association Member's performance on the components listed above will occur annually. In addition, a written Performance Evaluation Form will be completed by the supervising Dean, highlighting both areas of commendation and areas for improvement. The evaluation will provide a concise and transparent explanation of expectations for growth and development, specifically outlining whether a program improvement plan is deemed necessary or not (see Section 15.7 for PIP explanation).

#### **Section 14.2: 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. 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. In the following year, between April 1 and May 20, a collegial conference will occur between the Association Member and the supervising Dean to discuss the progress of current goals and the establishment of new goals.

#### **Section 14.3: Student Perception of Instruction**

Association Members 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 14.4: 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. To determine observation rotation, Faculty will be evenly distributed into three groups per division, based on the total number of faculty per division. 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 14.5: Department/Program Chair Evaluations**

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

#### **Section 14.6: 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 14.1. 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. Association members will not be penalized or denied a salary increase if the Dean is unable to meet with them to discuss their goals during the timeline allotted.

#### **Section 14.7: Performance Improvement Plan**

It is the intention of the PIP process to support Faculty/Lecturers in addressing performance concerns and to facilitate their professional growth and development within the College.

In the event that a Faculty/Lecturer performance is deemed to require improvement, the following steps will be taken:

##### Identification of performance concerns

The supervising Dean will provide written notice to them specifying areas of performance concern. This notice will include specific examples and evidence supporting the identified areas for improvement.

##### Development of Improvement Plan

The Faculty/Lecturer and their supervisor will collaborate to develop a written performance improvement plan (PIP). The PIP will outline clear and measurable goals, timelines for achievement, and support mechanisms to assist the Faculty/Lecturer in meeting these goals.

##### Support and Resources

The College will provide appropriate support and resources to assist in achieving the goals outline in the PIP. This may include training, mentoring, professional development

opportunities, or other forms of assistance as deemed necessary by the College in its sole discretion.

#### Monitoring and Evaluation

Progress toward the goals outline in the PIP will be regularly monitored and evaluated by the supervisor in collaboration with the Faculty/Lecturer. Feedback will be provided the Faculty/Lecturer throughout the duration of the PIP to track progress and address any challenges or barriers encountered.

#### Review and Assessment

At the conclusion of the specified timeline, the supervising Dean will conduct a comprehensive review and assessment of performance based on the goals outlined in the PIP. If satisfactory improvement has been demonstrated, the Faculty/Lecturer will return to standard performance evaluation procedures. If further improvement is required, additional steps may be taken as outlined in the Agreement or College employment policies.

### **Article 15: Conditions of Employment**

#### **Section 15.1: 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 15.2: 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 15.3: 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 15.4: Association Member Parking**

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

#### **Section 15.5: 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 15.6: Overload Pay Rate**

Overload will be paid at the part-time faculty rate.

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.

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 15.7: 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 15.5.

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 15.5.

#### **Section 15.8: 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 Teaching, Learning, & Distance Education (TLDE) Department or another provider approved by the TLDE, prior to the beginning of the Fall semester of the second year of employment.

**Section 15.9: 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 once in the fall semester and once in the spring semester. This Committee is about enhancing communications through regular discourse and has no power to make decisions.

**Section 15.10: 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

Department/Program Chairs serve on ALC 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 15.11: "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 15.12: Course Syllabi**

All courses taught by Association Members must have syllabi that are prepared and updated by the Association Member and approved by the supervising Dean.

**Section 15.13: 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 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, in accordance with the guidelines outlined in the enrollment cap chart collaboratively developed by the LMCEA and Academic Administration and approved by the Provost and Vice President of Academic Affairs. The guidelines will be located on the College's Human Resources SharePoint site.

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 the class, guided by the standards set forth in the enrollment cap chart.

If a course is approved to run at full or reduced load one week prior to the start of the course, the load will not be reduced if enrollment declines, unless enrollment declines to the point where 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 15.14: 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 15.15: 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 15.16: 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 15.17: Co-Chairs, Student Learning Committee**

Up to two Association Members may serve as co-chairs of the Student Learning Committee. See Section 23.2 for compensation.

**Section 15.18: 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. Full time Faculty/Lecturers will receive one contact hour for colloquium. 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 16: Seniority**

### **Section 16.1: 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 16.2: 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 President and Treasurer no later than 30 days after the beginning of the academic year.

### **Section 16.3: 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 16.4: 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 17: Vacancies, Transfers, and Promotions**

### **Section 17.1: 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.

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 17.2: 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 17.3: 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 17.4: 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 18: Reduction in Personnel, Layoff, and Recall**

**Section 18.1: 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 18.2: 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 three-year period or persistent low enrollment College-wide
- c. Expense of program is too great
- 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).
- e. Program no longer is relevant to students and/or community

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 year by August 1. The Academic Deans will meet with the departments regarding these numbers during Fall Opening Days and discuss strategies for addressing concerns.

### **Section 18.3: Notices Related to RIFs**

#### Reasons 18.2a, 18.2b, or 18.2c

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 18.1.

If a RIF related to 18.2a, 18.2b, or 18.2c 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 18.2d

In the event of a financial emergency, as defined by Reason 18.2d, 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 18.2d 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 18.1. 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 18.4: 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 18.5: 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 18.6: 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 18.7: 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 18.8: 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).

#### **Section 18.9: Resignation and Retirement**

Because of the required processing time, the College requests that an Association Member who is planning to retire or resign give at least three months' notice to Human Resources. Such notice is normally binding.

### **Article 19: Personnel Files and Other Employment Documents**

#### **Section 19.1: 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 disciplinary nature will be placed in the Association Member's official personnel file unless they have had an opportunity to examine it, acknowledge 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 19.2: Faculty Employment Assignments**

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 20: Paid Leave**

### **Section 20.1: 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 20.2: Bereavement**

Paid bereavement leave will be granted to Association Members as follows upon a death in the family. Bereavement leave will be granted for workdays falling within the period generally taken from the time of a death.

- Immediate family member (current spouse/partner, child, stepchild, parent, parent-in-law, other relative residing in immediate household, sibling): 5 days
- Grandparent, grandchild: 3 days
- In-law (grandparent, brother, sister, son, daughter, aunt, uncle, niece, nephew): 1 day

Extenuating circumstances warranting use of bereavement leave over an extended period

may be approved at the discretion of the supervisor in conjunction with the Executive Director, Human Resources (HR).

Up to five additional days of bereavement leave may be approved at the discretion of the supervisor in conjunction with the Executive Director, HR, and will be subtracted from the employee's sick leave.

### **Section 20.3: 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. Physical or mental health or injury of the Association Member or family member. A family member is considered spouse/partner, child/stepchild, parent/parent-in-law, or other relative residing in the immediate household.
- 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 20.2.

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 20.4: 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 20.5: 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 20.6: 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 20.7: 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 21: Unpaid Leaves****Section 21.1: 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 21.2: 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 21.3: 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 21.4: 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 21.5: 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 22: Insurance Benefits**

#### **Section 22.1: 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 one installment, January 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 22.2: 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 22.3: Opt Out of Health Insurance**

Association Members who opt out of health insurance coverage and instead elect the coverages described in Section 22.1 will receive an annual stipend of \$2,400 paid as part of payroll in accordance with the faculty's payroll schedule.

**Section 22.4: 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 22.5: Elective Benefits**

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

**Article 23: Compensation**

**Section 23.1: Wages**

The cap of the Faculty Grid infusion is 4.5%, while the floor is 2%. Effective in FY25, the Faculty Grid will include three additional steps, with each step corresponding to a salary increase of 2.9%. Association Members at step 17 and 17+ as of FY25 will be advanced to step 18. All Association Members must complete their annual evaluations to be eligible for step advancement. Association Members not on a PIP will automatically progress one step on the Faculty Grid each year.

In FY25, the Faculty Grid will increase by the annual Cost of Living Adjustment (COLA) plus an additional 1%. For Fiscal Years 2026 and 2027, the Faculty Grid will be adjusted solely by the annual COLA. COLA adjustments shall be based on the annualized average Consumer Price Index (CPI).

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 \$40,000 to \$51,000. 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.

For the duration of this Agreement, Lecturers will receive a base wage increase equivalent to Grid Infusion.

**Section 23.2: 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 23.3: 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 stipend of \$2,500 per semester for Fall, Spring, and Summer. If only one individual takes on this responsibility, they will receive a \$5,000 stipend per semester.

Chairs of Medical Assisting, Diagnostic Medical Sonography Program and Radiologic Technology Program:

The Medical Assisting, Diagnostic Medical Sonography Program Chair, and Radiologic Technology 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)
- PTA
- Radiography (\$750)
- Ultrasound (\$750)
- Welding

New Association Member Orientation:

New Association Members will be compensated one contact hour for mentor and one contact hour for mentee.

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, and supervising Dean in collaboration with the appropriate Department/Program Chair. A list of orphan programs will be shared with the Education Association by August 31 each year.

The Association Member will be compensated \$900 for each orphan program per academic year.

Part-Time Faculty Observations:

Association Members will be compensated \$175 flat rate per observation. 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 comparable future programs or activities not stipulated explicitly in this contract) 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. All special assignments must be approved by the Provost and Vice President of Academic Affairs.

Prior to performing a special assignment, the Association Member, Department/Program Chair, and supervising Dean (and the administrator overseeing such assignment, if applicable), 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. The Provost's office will distribute the list of budgeted special assignments for the upcoming fiscal year to the Association President by August 15. In the case of unplanned special assignments, the Provost and Vice President of Academic Affairs will also provide the written agreement to the Education Association President upon signing.

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 Provost and Vice President of Academic Affairs 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 Provost and Vice President of Academic Affairs 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.

Writing Lab Director and Math Lab Director

Each of the Writing Lab Director and the Math Lab Director will receive a summer stipend of \$1,200.

**Section 23.4: 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 23.5: 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 24: Association Member Rights**

**Section 24.1: 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 24.2: Observations**

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

**Section 24.3: 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 24.4: 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 24.5: 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 24.6: 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 24.7: Liability Insurance**

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

**Section 24.8: 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.

The College shall not take disciplinary action against an Association Member for exercising their academic freedom.

When an Association Member’s activities, 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.

**Article 25: 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 26: Strikes and Lockouts**

**Section 26.1: 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 26.2: 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 27: Duration of Agreement**

This Agreement will remain in full force and effect from the 1st day of July 2024 until the 30th day of June 2027.

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



**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 14 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. Meets minimum use of Canvas requirements in all courses**

- Acceptable
- Acceptable with Concerns
- Unacceptable Comments\*:

### **E. Timely submission of mid-term and final grades**

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments\*: \_\_\_\_\_

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

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments\*: \_\_\_\_\_

**G. College Citizenship**

- Acceptable

- Acceptable with Concerns
- Unacceptable

Comments\*: \_\_\_\_\_

**H. Committee Participation**

- Acceptable
- Acceptable with Concerns
- Unacceptable

Comments\*: \_\_\_\_\_

**I. 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's 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

The faculty grids for academic years 2025-2026 and 2026-2027 will be published once the COLA rates are released each year.

Academic Year 2024-2025																						
Level ↓ / Step →	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	20+
<b>1</b>	\$48,293	\$50,593	\$52,893	\$55,192	\$57,492	\$59,792	\$62,091	\$64,391	\$66,691	\$68,990	\$71,290	\$73,590	\$75,889	\$78,189	\$80,489	\$82,856	\$85,293	\$87,802	\$90,348	\$92,968	\$95,664	stipend
<b>2</b>	\$50,811	\$53,242	\$55,673	\$58,104	\$60,535	\$62,967	\$65,398	\$67,829	\$70,260	\$72,691	\$75,122	\$77,554	\$79,985	\$82,416	\$84,847	\$87,350	\$89,926	\$92,578	\$95,263	\$98,025	\$100,868	stipend
<b>3</b>	\$51,054	\$53,485	\$55,916	\$58,348	\$60,779	\$63,210	\$65,641	\$68,072	\$70,503	\$72,935	\$75,366	\$77,797	\$80,228	\$82,659	\$85,090	\$87,593	\$90,169	\$92,821	\$95,513	\$98,283	\$101,133	stipend
<b>4</b>	\$52,777	\$55,290	\$57,803	\$60,317	\$62,830	\$65,343	\$67,856	\$70,369	\$72,883	\$75,396	\$77,909	\$80,422	\$82,935	\$85,449	\$87,962	\$90,549	\$93,212	\$95,954	\$98,736	\$101,600	\$104,546	stipend
<b>5</b>	\$55,144	\$57,793	\$60,442	\$63,091	\$65,740	\$68,389	\$71,038	\$73,687	\$76,336	\$78,986	\$81,635	\$84,284	\$86,933	\$89,582	\$92,231	\$94,958	\$97,765	\$100,655	\$103,574	\$106,578	\$109,668	stipend
<b>6</b>	\$55,631	\$58,280	\$60,929	\$63,578	\$66,227	\$68,876	\$71,525	\$74,174	\$76,823	\$79,472	\$82,121	\$84,770	\$87,419	\$90,069	\$92,718	\$95,445	\$98,252	\$101,142	\$104,075	\$107,093	\$110,198	stipend
<b>7</b>	\$57,164	\$59,886	\$62,608	\$65,330	\$68,052	\$70,774	\$73,496	\$76,218	\$78,940	\$81,662	\$84,384	\$87,106	\$89,828	\$92,551	\$95,273	\$98,075	\$100,959	\$103,929	\$106,943	\$110,044	\$113,235	stipend
<b>8</b>	\$59,007	\$61,851	\$64,696	\$67,540	\$70,385	\$73,230	\$76,074	\$78,919	\$81,763	\$84,608	\$87,453	\$90,297	\$93,142	\$95,986	\$98,831	\$101,759	\$104,774	\$107,877	\$111,005	\$114,224	\$117,537	stipend
<b>9</b>	\$59,737	\$62,581	\$65,426	\$68,270	\$71,115	\$73,960	\$76,804	\$79,649	\$82,493	\$85,338	\$88,183	\$91,027	\$93,872	\$96,716	\$99,561	\$102,489	\$105,504	\$108,607	\$111,756	\$114,997	\$118,332	stipend
<b>10</b>	\$60,813	\$63,709	\$66,605	\$69,501	\$72,397	\$75,293	\$78,189	\$81,084	\$83,980	\$86,876	\$89,772	\$92,668	\$95,564	\$98,460	\$101,356	\$104,337	\$107,405	\$110,564	\$113,771	\$117,070	\$120,465	stipend
<b>11</b>	\$62,592	\$65,630	\$68,669	\$71,707	\$74,746	\$77,784	\$80,823	\$83,861	\$86,900	\$89,938	\$92,977	\$96,015	\$99,054	\$102,092	\$105,131	\$108,259	\$111,479	\$114,793	\$118,122	\$121,548	\$125,073	stipend
<b>12</b>	\$63,809	\$66,847	\$69,886	\$72,924	\$75,963	\$79,001	\$82,040	\$85,078	\$88,117	\$91,155	\$94,194	\$97,232	\$100,271	\$103,309	\$106,348	\$109,475	\$112,695	\$116,010	\$119,374	\$122,836	\$126,398	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, 9-06-24  
 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. Adjustment to compensation will be made effective as of the date the faculty provides complete placement documentation, no sooner than the date of hire.

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	<b>Associate plus 60+</b>	5
3	<b>Baccalaureate</b>	-
4	<b>Baccalaureate plus 15-29</b>	-
5	<b>Baccalaureate plus 30</b>	-
6	<b>Master's</b>	-
7	<b>Master's plus 15-29</b>	-
8	<b>Master's plus 30+</b>	-
9	<b>Master's plus Master's</b>	-
10	<b>Master's plus Master's plus 15-29</b>	-
11	<b>Master's plus 60+</b>	-
12	<b>Doctorate</b>	-

### 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 20 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 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 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), 6-8-22
Last Date Modified & Approved:	12-13-17, 6-8-22

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

## **LETTER(S) OF AGREEMENT**

See the following pages.