

Ferris State University

AGREEMENT

**FSU & FFA, MEA-NEA
Expires June 30, 2010**

Agreement between the
Board of Trustees
of
Ferris State University
and the
Ferris Faculty Association
MEA-NEA

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1 **AGREEMENT**

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4 **Section 1 - BASIC CONTRACTUAL PROVISIONS**

5 1.1 Agreement and Definitions

6 A. This Agreement, entered into this 22nd day of September, 2006, is between the
7 Board of Trustees of Ferris State University (hereinafter referred to as "FSU" or "University")
8 and the Ferris Faculty Association (hereinafter referred to as "FFA"), an affiliate of the Michigan
9 Association for Higher Education MEA-NEA.

10 Definitions - Unless otherwise specified, glossary terms mean:
11

Term	Definition
Academic Year	Two consecutive semesters beginning in the fall, excluding summer semester
Administrator	A non-bargaining unit University employee with supervisory or managerial responsibilities
Agree	Agree in writing
Agreement	The current collectively bargained agreement between the Ferris State University Board of Trustees and the Ferris Faculty Association/MEA-NEA
AACP	American Association of Colleges of Pharmacy
ASAHP	Association of Schools of Allied Health Professions
ASCO	Association of Schools and Colleges of Optometry
ASEE	American Society for Engineering Education
By	When used with a date as a deadline means on or before 5:00 p.m. on the date
Course	Credit course
CUPA-HR	College and University Professional Association of Human Resources
Day (when used to compute a period of time)	Calendar day exclusive of contractual holidays

Department	This term is synonymous with school. The smallest administrative unit to which a member is assigned. In colleges without departments, the department is the college
Department Head	The administrator immediately responsible for a department. This term is synonymous with supervisor and director. In colleges or units without department heads, the dean would be the administrator immediately responsible for a department
FMLA	Family and Medical Leave Act
HEIDI	Higher Education Institutional Data Inventory
HR	Human Resources
IPEDS	Integrated Post-Secondary Education Data Systems
Majority	More than 50 percent of the members of a department
Member	A bargaining unit member
Notice	Written notice
TRC	Tenure Review Committee
Unit	Synonymous with department and school
Vacancy	A bargaining unit position which the University posts as a Board-appointed position
Vice President for Academic Affairs	Vice President for Academic Affairs or designee except as to members reporting outside the Division of Academic Affairs in which case it means the Vice President of the division in which the member is assigned
VPAA	See Vice President for Academic Affairs
Working Day	Monday through Friday on which University classes are scheduled at the Big Rapids campus

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1.2 Purpose

The purpose of this Agreement is to set forth agreements reached between FSU and the FFA with respect to wages, hours, and other terms and conditions of employment for the employees in the bargaining unit detailed in the recognition clause below.

1 1.3 Recognition

2 A. In conformity with its responsibility under the laws of the State of Michigan with
3 respect to the collective bargaining rights of the faculty, FSU recognizes, for the term of this
4 Agreement, the FFA as the collective bargaining agent for the persons included in the bargaining
5 unit, hereinafter "member," as herein defined:

6 All full-time Board-appointed FSU teaching faculty (Academic Year or 12 month);
7 librarians; educational counselors; admissions counselors; personal counselors; program
8 coordinators; and Board-appointed part-time faculty who are employed for at least one-half of
9 the average load for their department, excluding all other University personnel and supervisors.

10 B. Regular faculty rank above the level of instructor shall not be granted to staff who
11 are not Board-appointed. Faculty rank will not be granted to personal counselors or admissions
12 counselors.

13 C. If the FFA believes hiring temporary employees to replace members who are
14 absent or new hires who are not available has resulted in erosion of the bargaining unit, the FFA
15 must raise such issue for discussion with FSU. If this is done and if the discussion does not
16 resolve the matter, the FFA may pursue the matter through the grievance/arbitration procedure.

17 1.4 No Past Practice

18 There are no verbal or written understandings or agreements, or past practices which are
19 binding on either the University or the FFA other than those set forth in this Agreement. No
20 future agreement or practice shall be binding on the University unless in writing and signed by
21 both the VPAA and the President of the FFA.

22 1.5 Separability and Precedence

23 A. If any decision of any Michigan or United States court or administrative body of
24 competent jurisdiction affects any provision of this Agreement, each such provision will be
25 deemed amended to the extent necessary to comply with such decisions, but otherwise this
26 Agreement will not be affected.

27 B. This Agreement shall supersede any rules, regulations or practices of FSU which
28 shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or
29 inconsistent terms contained in any individual contracts heretofore in effect.

30 1.6 Meetings

31 Regular meetings between designated representatives of the FFA and of FSU will
32 consider problems and concerns of mutual interest including amendments to this agreement. In
33 this regard, such designated representatives shall meet at least once each academic semester.
34 Additional meetings shall be held at other reasonable times upon request of either the President
35 of the University or the President of the FFA.

36 If FSU and the FFA both consent, agreements reached at these meetings shall be reduced
37 to writing and submitted to the appropriate ratification procedures of FSU and the FFA. At such

1 time as the agreement(s) have been ratified by both FSU and the FFA, the agreement(s) shall
2 become a part of this agreement.

3 1.7 FFA Membership Dues Deduction

4 FFA members may authorize FSU, by executing the proper forms as provided by FSU, to
5 make a prorated automatic payroll deduction on consecutive pay periods for FFA dues. FSU will
6 have no obligation to deduct or remit the dues payable for the account of any member for any
7 pay date where his/her withholding authorization reaches the Payroll Office later than the pay
8 ending date for each pay period one (1) week prior to each pay date.

9 The FFA and/or the MEA-NEA will indemnify FSU against all liability FSU may incur
10 by reason of any dues deduction or remittance pursuant to this paragraph.

11 1.8 Headings

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

14 1.9 Waiver

15 During the negotiations which resulted in this agreement each party had the unlimited
16 right and opportunity to make demands and proposals with respect to any subject or matter not
17 removed by law from the area of collective bargaining. Therefore, FSU and the FFA, for the life
18 of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the
19 other shall not be obligated, to bargain collectively with respect to any subject or matter referred
20 to or covered by this Agreement or with respect to any subject or matter which was raised in
21 negotiations but as to which no agreement was reached.

22 **Section 2 - RIGHTS OF MEMBERS IN THE FFA**

23 2.1 Rights of Members in the FFA

24 FSU hereby agrees that every member of the bargaining unit shall have the right to freely
25 join and to support the FFA for the purpose of engaging in collective bargaining or negotiation.
26 As a duly appointed body exercising power under the laws of the State of Michigan, FSU
27 undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any
28 member in the enjoyment of any rights conferred by the laws of Michigan or the constitutions of
29 Michigan and the United States; that it will not discriminate against any member with respect to
30 hours, wages or any terms or conditions of employment by reason of membership in the FFA, or
31 participation in any lawful activities of the FFA or collective negotiations with FSU, or
32 institution of any grievance, complaint or proceeding under this Agreement. FSU will not
33 interfere with, restrain or coerce the employees covered by this Agreement because of
34 membership in or non-membership in, or lawful activities on behalf of the FFA.

35 2.2 FFA Business

36 Duly authorized representatives of the FFA may transact official FFA business on FSU
37 property, provided that this shall not interfere with or interrupt normal FSU operations. The FFA
38 will provide a list in writing of their duly authorized representatives.

1 2.3 Meeting Rooms

2 The FFA and its authorized representatives may use FSU facilities for lawful meetings on
3 the same basis as other organizations.

4 2.4 Posting of FFA Notices

5 The FFA may post notices of its activities and matters of FFA concern on a faculty
6 bulletin board, at least one (1) of which shall be provided in each academic building on the
7 campus. The FFA may use campus mail for distribution of material. Such material will be
8 distributed by the college or department office personnel. Copies of all material to be distributed
9 through the University facilities shall be submitted to the VPAA before distribution.

10 2.5 No Strike

11 So long as this Agreement is in effect, there shall be no strikes, slow-downs, stoppages of
12 work, boycotts or any concerted effort not to meet classes or otherwise interrupt other bargaining
13 unit work. Any violation of the foregoing may be made a subject of disciplinary action and
14 damage action, including discharge or suspension, and this provision shall not be by way of
15 limitation of FSU's right to any remedy under law for such violation.

16 2.6 Agency Shop

17 A. Each member covered by the negotiated Agreement between FSU and the FFA
18 shall, as a condition of employment, on or before thirty-one (31) days from the date of
19 commencement of professional duties, join the FFA or pay a service fee to the FFA equivalent to
20 the amount of dues uniformly required of members of the FFA, less any amounts not permitted
21 by law; provided, however, that the member may authorize payroll deduction for such fee. In the
22 event that a member shall not pay such service fee directly to the FFA or authorize payment
23 through payroll deduction, FSU shall, at the request of the FFA, deduct the service fee from the
24 member's salary and remit the same to the FFA under the procedure provided below.

25 B. The procedure in all cases of non-payment of the service fee shall be as follows:

26 1. The FFA shall notify the member of non-compliance by certified mail,
27 return receipt requested, explaining that (s)he is delinquent in not tendering the service
28 fee, specifying the current amount of the delinquency, and warning him/her that unless
29 the delinquent service fees are paid or a properly executed deduction form is tendered
30 within fourteen (14) days, (s)he shall be reported to FSU and a deduction of service fee
31 shall be made from his/her salary; and

32 2. If the member fails to comply, the FFA shall give a copy of the letter sent
33 to the delinquent member and the following written notice to FSU at the end of the
34 fourteen (14) day period:

35 The FFA certifies that (name) has failed to tender the periodic service fee
36 required as a condition of employment under the faculty Agreement and demands that
37 under the terms of this Agreement, FSU deduct the delinquent service fee(s) from the
38 collective member's salary. The FFA certifies that the amount of the service fee includes
39 only those items authorized by law; and

1 3. FSU, upon receipt of said written notice and request for deduction, shall
2 act pursuant to Section A above. In the event of compliance at any time prior to
3 deduction, the request for deduction will be withdrawn. The FFA, in enforcing this
4 provision, agrees not to discriminate among members.

5 C. With respect to all sums deducted by FSU pursuant to this Section, FSU agrees
6 promptly to disburse said sums directly to the FFA.

7 D. A member paying the service fee provided for herein, or whose service fees have
8 been deducted by FSU from his/her salary, may object to the use of the service fee for matters
9 not permitted by law. The procedure for making such objections is that officially adopted by the
10 FFA. A copy of the FFA policy will be provided by the FFA upon a request of a member.

11 E. The FFA agrees, upon request, to defend FSU, its officers, agents or employees in
12 any suit brought against all or any of them regarding this Section of the collective Agreement,
13 and to indemnify FSU, its officers, agents or employees, for any costs or damages which may be
14 assessed against all or any of them regarding this Section of the collective Agreement, provided,
15 however, that:

16 1. Neither the duty to defend nor the duty to indemnify shall arise where the
17 damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance
18 of FSU, its officers, employees or agents, provided, however, that such negligence,
19 misfeasance or malfeasance took place after the execution of this Agreement; and

20 2. The FFA has the right to choose the legal counsel to defend any such suit
21 or action, after consultation with FSU; and

22 3. If FSU, its officers, agents or employees elects to select its or their own
23 counsel in any such suit, then the FFA shall have no duty to indemnify those defendants
24 it does not represent in the suit; provided, however, that if the FFA, through counsel it
25 selects after consultation with FSU, does represent FSU, its officers, agents or employees
26 in such suit, such defendants may additionally hire their own counsel to assist in the
27 defense of any such suit; and

28 4. The FFA, in defense of any such suit, after consultation with FSU, has the
29 right to decide whether to defend any said action or whether or not to appeal the decision
30 of any court or other tribunal regarding the validity of this Section; and

31 5. The FFA, in defense of any such suit, shall have the right to compromise
32 or settle any monetary claim made against FSU, its officers, employees or agents under
33 this Section, after consultation with FSU.

34 F. This Section shall be effective for each academic year of this Agreement and all
35 sums payable hereunder shall be determined from the beginning of each academic year. Persons
36 becoming members of the collective bargaining unit during the course of an academic year shall
37 have their service fee prorated over the academic year.

38 G. Payroll deduction shall be made each pay period on a *pro rata* basis throughout
39 the academic year.

1 H. FSU will have no obligation to deduct or remit the dues or service fee payable for
2 the account of any member for any pay date where his/her withholding authorization reaches the
3 Payroll Office later than the pay ending date for each pay period one (1) week prior to each pay
4 date.

5 I. The FFA will certify, at least annually to FSU, fifteen (15) days prior to the date
6 of the first payroll deduction for dues or service fees, the amount of said dues and the amount of
7 the service fee to be deducted by FSU, and that said service fee includes only those amounts
8 permitted by the Agreement and by law.

9 J. Should the provisions of Section 2.6, Agency Shop, be found contrary to law as a
10 result of a final decision from which no appeal is processed, and which is binding on the parties
11 to this Agreement, the parties will meet on written request of either party to negotiate to bring
12 Section 2.6 into compliance with any such final decision. Such negotiations are to be limited to
13 the provisions of Section 2.6 and will not affect the terms and conditions of this Agreement
14 which shall remain in full effect for the life of this Agreement.

15 K. The procedure approved by the court in the case of Lehnert v FFA/MEA/NEA,
16 FSU, et al. is incorporated by reference into this Agreement.

17 2.7 Official Sessions: Local, State or National Education Association Business

18 Representatives of the FFA are entitled to attend official sessions of the Michigan
19 Education Association Representative Assembly and other local, state or National Education
20 Association business limited to a total of thirty-five (35) days per academic year, unless such
21 attendance creates unreasonable programmatic difficulties. Such time is considered FSU travel
22 as long as such sessions are not related to collective bargaining activities.

23 2.8 Released Time for the FFA President

24 The FFA President shall be granted one-half (1/2) release time per academic year to be
25 spread over fall and winter semesters in a manner mutually agreeable to the FFA President and
26 his/her department head.

27 2.9 Aid to Other Collective Bargaining Agents

28 FSU shall not aid, promote or finance any group or organization which purports to
29 undermine the FFA in its legitimate collective bargaining activities.

30 2.10 Information

31 A. FSU will provide the President of the FFA with the following:

32 1. A list of all members noting those who are on leave(s) of absence by type
33 and duration. The list will be provided within six (6) weeks after the beginning of classes
34 for the fall and winter semesters; and

35 2. A list of all non-bargaining unit persons teaching in the following
36 categories:

- 1 a. Part-time;
- 2 b. Temporary or grant supported;
- 3 c. Administrators.

4 This list will include the name, job group, assignment start and stop date, Full
5 Time Equivalent (FTE), college and department. The list will be provided on or before
6 January 15 for the first semester and June 15 for the second semester; and

7 3. Workload reports for specified areas upon request; and

8 4. A current seniority list. The list will be provided within thirty (30)
9 working days of the beginning of fall and winter semesters and by July 30 of each year of
10 this Agreement; and

11 5. A list of all members and all dues or agency shop fees withheld for the
12 fiscal year. The list will be provided at the end of each fiscal year; and

13 6. Copies of minutes of official meetings of the Board of Trustees and the
14 annual audited financial statement; and

15 7. So long as IPEDS and HEIDI reports are produced in hard copy by the
16 University, they shall be provided to the University Library within ten (10) days after
17 they are created. However, recognizing that such data may be submitted in electronic
18 form to the state as part of a state regulated data system and that the state determines the
19 form of such reports and who has access to the data base, if and when such reports are
20 submitted electronically, the University cannot guarantee FFA access to the data base.

21 8. Copies of the CUPA-HR, ASEE, ASAHP, ASCO and AACP reports.
22 These reports will be provided within ten (10) days after they are received.

23 9. Copies of formally approved FSU procedures, rules and/or policies. These
24 documents will be provided within ten (10) working days of receipt of a written request
25 from the FFA.

26 B. Member Responsibilities:

27 Members are responsible for providing the University with the address and telephone
28 number at which they are to be contacted. The University has no liability if written notices are
29 sent to such addresses or calls are made to such telephone numbers.

30 2.11 Non-Discrimination

31 FSU and the FFA both recognize their responsibilities under federal, state and local laws
32 pertaining to fair employment practices as well as the moral principles involved in the area of
33 civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to
34 discriminate against any person or persons because of race, creed, color, religion, national origin,
35 ancestry, age, gender, marital status, sexual preference, handicap, FFA or MEA-NEA affiliation.
36 Any member claiming a violation of this Section must seek relief in the appropriate legal forum

1 and may not use the grievance process unless the nature of the alleged discrimination is not a
2 violation of the law.

3 **Section 3 - TENURE**

4 3.1 Definitions and General Conditions

5 A. Tenure is the right to continual employment in a bargaining unit position until
6 voluntary separation from FSU employment, lay-off or termination for just cause under the
7 contractual process in Section 4.

8 B. All employees of FSU awarded tenure prior to the ratification of this Agreement
9 shall retain such tenure.

10 3.2 University Tenure Policy

11 A. The tenure policy described in this Agreement applies only to non-tenured
12 members. Tenure shall not be acquired automatically by length of service, but rather through the
13 criteria and procedures set forth in this Agreement. There shall be no arbitrary establishment of a
14 fixed proportion of tenured to non-tenured members by the FFA, FSU or any division(s) thereof.
15 Only continuous appointment as a member shall be counted toward qualification for tenure.
16 However, except in the specific case of FSU administrators, the following applies:

17 1. One full year's absence, or less, from the bargaining unit but not the
18 University shall not be considered an interruption of continuous service with respect to
19 qualification for tenure.

20 2. All time in excess of one full year's absence from the bargaining unit but
21 not the University shall, by rounding to the nearest academic semester, correspondingly
22 reduce the time counted toward qualification for tenure previously accumulated in the
23 bargaining unit.

24 B. The granting of tenure results from a deliberative process involving a department
25 tenure review committee, the department head, the dean, the VPAA, and the President of FSU.

26 C. New members may be granted tenure at the time of their initial appointment
27 subject to prior concurrence of a majority of the tenured members of the department, the
28 department head, the dean, the VPAA, and the President of FSU. The subject member must have
29 previously attained tenure at FSU or another regionally accredited, post-secondary or first
30 professional-degree-granting institution.

31 3.3 Department Tenure Policy and Procedures

32 Each department shall set policy and procedures for the attainment of tenure within the
33 following guidelines:

34 A. The tenured members of each department shall be responsible for:

35 1. Devising the department policy and procedures for attainment of tenure.
36 This process may include the establishment of a subcommittee(s).

1 2. Determining, as part of the policy and procedures, the criteria for
2 attainment of tenure based in part on the following:

3 a. Assigned professional responsibilities, such as teaching, advising,
4 counseling, or librarianship;

5 b. Professional development, such as research, scholarship, creative
6 endeavors and/or consulting; and,

7 c. Service, such as service on committees, service to the student body,
8 service to the profession, and/or professionally-related community service.

9 3. Establishing tenure review policy and procedures for: reviewing the
10 applicant's material, providing for applicant's rebuttal, and evaluating the rebuttal and
11 material. This review must occur prior to submission of the tenure review committee's
12 final recommendations to the appropriate department head.

13 4. Amending tenure review policy and procedures.

14 B. Any proposed amendment(s) must be submitted to the Department Head by
15 January 30. The Department Head shall forward the proposal and his/her recommendation to the
16 dean by February 15.

17 C. The dean shall forward the proposal and his/her recommendations to the VPAA
18 who shall either accept or reject the proposed amendments by April 15. Failure by the VPAA to
19 act upon the submitted amendments within the timeline given shall constitute disapproval thereof
20 and the proposed amendment shall not be effective.

21 D. The VPAA may impose amendments to the policies and procedures, at any time,
22 only when such amendments are based upon the institutional necessity to conform with federal,
23 state and/or local laws and/or regulations. Amendments imposed under this provision are subject
24 to the grievance procedure of this Agreement as an FFA grievance and shall begin at 9.3. D. Step
25 4 of such procedure.

26 E. Amendments to tenure review policies and procedures created under this
27 Agreement shall apply only to those tenure applicants hired after formal implementation of the
28 amendments. Tenure applicants hired prior to the implementation of the amendments may elect
29 to be reviewed by the newly implemented policies and procedures or the policy and procedures
30 otherwise applicable pursuant to this Agreement. Selection of amended policy and procedures
31 by a member shall not extend his/her non-tenured period.

32 F. Present Tenure Policies and Procedures will remain in effect until such time as
33 amended in accordance with this Agreement.

34 3.4 Evaluation and Reappointment/Non-Reappointment of Non-Tenured Faculty

35 A. Prior to the attainment of tenure, all Board-appointed members shall be on a non-
36 tenured appointment. Non-tenured appointments are renewable appointments of an academic
37 year or twelve (12) months in length.

1 B. Except as otherwise provided in 3.2.C above, all new members must serve a non-
2 tenured period prior to applying for tenure. The non-tenured period shall commence with the
3 first fall semester of a member's non-tenure appointment. A non-tenured member must apply for
4 tenure no later than his/her fifth academic year. Failure to apply for tenure consideration shall
5 result in denial of tenure. A non-tenured member with an initial academic rank of instructor or
6 assistant professor may not apply for tenure prior to his/her fifth year. A non-tenured member
7 with an initial academic rank of associate professor may not apply for tenure prior to his/her
8 fourth year. A non-tenured member with an initial academic rank of professor may not apply for
9 tenure prior to his/her third year.

10 C. During his/her first semester of appointment and prior to any evaluation, the non-
11 tenured member shall receive, in writing, the effective department tenure and evaluation policy
12 and procedures. The chair of his/her department tenure review committee shall provide this
13 document. This department policy and procedures shall provide a basis for the decision to renew
14 non-tenured appointments and shall provide a basis for determining the attainment of tenure
15 itself.

16 D. All non-tenured members shall be observed by at least one tenured faculty
17 member of the tenure review committee during the fall and winter semesters of each year, with
18 the exception of the year tenure is requested.

19 E. The non-tenured member shall be evaluated annually by the department tenure
20 review committee by November 1 of his/her first and subsequent academic years of service.
21 These evaluations shall include recommendation for reappointment or non-reappointment and
22 shall be forwarded to the department head.

23 F. At each of these annual evaluations, the member shall be afforded an opportunity
24 to submit to this committee any documentation to support his/her continued non-tenured
25 appointment. The tenure review committee will advise the non-tenured member of its
26 preliminary evaluations and recommendation for reappointment or non-reappointment by
27 November 1. The non-tenured member shall be afforded an opportunity to meet with the tenure
28 review committee to discuss its preliminary recommendation. Such meeting shall take place by
29 November 10. The tenure review committee will forward in writing the final evaluation and
30 recommendation to the non-tenured member and the appropriate department head by November
31 20.

32 1. On or before November 30, a member who disagrees with any or all of the
33 TRC's annual evaluation/recommendation must deliver a written response to the
34 department head. The response must identify all aspects with which there is
35 disagreement and the factual basis for such disagreement.

36 2. The written response by the member will be attached and remain with the
37 TRC'S evaluation/recommendation.

38 G. The non-tenured member shall be evaluated annually by the appropriate
39 department head in a manner consistent with Section 3.3.A.2. The department head will provide
40 a written copy of his/her evaluation and recommendation to the member by December 10. The
41 department head will also forward written copies of his/her evaluation/recommendation, the

1 TRC's evaluation/recommendation, and the member's response (if any) to the dean by December
2 10.

3 1. On or before December 20, a member who disagrees with any or all of the
4 department head's annual evaluation/recommendation must deliver a written response to
5 the Dean. The response must identify all aspects with which there is disagreement and
6 the factual basis for such disagreement.

7 2. The written response by the member will be attached and remain with the
8 review.

9 H. On or before January 15 the dean will submit his/her recommendation and all
10 materials submitted in accordance with 3.4.E-G to the VPAA. The decision to grant or deny the
11 first non-tenure reappointment rests solely with the VPAA. All subsequent reappointment
12 decisions require affirmative recommendations by both the appropriate tenure review committee
13 and the VPAA. However, failure by the tenure review committee to file its recommendation
14 with the department head in a timely manner shall constitute complete concurrence with the
15 decision of the VPAA with regard to reappointment or non-reappointment of the non-tenured
16 member.

17 I. The timetable for formal notice of reappointment or non-reappointment shall be as
18 follows:

19 1. Not later than March 15 of the first year of service;

20 2. Not later than January 30 for each subsequent year except for the year
21 tenure is requested.

22 J. In the case of non-reappointment, the specific reasons for denial shall be cited in
23 writing.

24 K. In the event the tenure review committee and the VPAA concur in recommending
25 reappointment, the reappointment is granted. In any other scenario, reappointment is denied as
26 described below:

27 1. In the event the tenure review committee and the VPAA both recommend
28 against reappointment, the reappointment is denied and the member may appeal to the
29 President. This appeal is limited to a claim that the contractual and/or department/college
30 procedures were not followed.

31 2. In the event that either the tenure review committee or the VPAA
32 recommend against reappointment, the reappointment is denied and the member may
33 appeal to the President. This appeal is not limited to procedures.

34 3. Any appeal must be in writing, be delivered to the office of the President
35 of FSU on or before April 15 for members in their first year of service and February 15
36 for each subsequent year. The appeal must state the specific reasons for the appeal.

37 4. The decision of the President of FSU is final, binding and not subject to
38 arbitration.

1 L. The failure of the tenure review committee to comply with any of its obligations
2 under Section 3 is exempt from the grievance process and FSU shall have no liability because of
3 such failure.

4 3.5 Attainment of Tenure

5 A. By October 1 of the tenure decision year, the member must apply for tenure and
6 present evidence in support of his/her application.

7 B. By November 1, the tenure review committee will advise the applicant of its
8 evaluation and intended recommendation. By November 15, the applicant may request in
9 writing a meeting with the tenure review committee, which shall be scheduled as soon as
10 reasonably possible. The final recommendation of the tenure review committee shall not be
11 made until after the meeting.

12 C. The tenure review committee shall prepare a written report, with all supporting
13 documents, containing its recommendations. This report shall not include the committee
14 deliberations or a personnel-specific record of the vote. The written recommendation shall be
15 one of the following:

16 1. Grant tenure, beginning with the start of the University's next academic
17 year;

18 2. Grant one (1) additional non-tenured year during which the applicant must
19 fulfill specific conditions that are determined by the VPAA following input from the
20 TRC, department head and dean. During that conditional year, the tenure application
21 process will again be followed. In the event of denial of tenure, employment will be
22 terminated at the end of the academic year in which tenure is denied; or

23 3. Deny tenure and terminate employment at the end of the next regular
24 academic year.

25 D. By December 15, the final report and recommendation by the committee together
26 with supporting data shall be presented to the department head and to the tenure applicant.

27 E. Failure by the tenure review committee to timely deliver its recommendation to
28 the department head constitutes concurrence with the decision of the VPAA.

29 F. The department head shall attach his/her evaluation and recommendation and
30 shall forward all material to the dean. The dean shall forward the recommendations and
31 supporting documentation to the VPAA and shall append his/her recommendation and
32 evaluation. Neither the department head nor the dean may change the tenure review committee's
33 recommendations.

34 G. By March 1, the VPAA shall notify, in writing, all applicants for tenure of his/her
35 decision. Failure by the VPAA to act on the recommendations constitutes his/her concurrence
36 with the tenure review committee's recommendation.

37 H. If either the VPAA or the tenure review committee recommends the granting of an
38 additional year, that year is granted. A member can be granted only one extension of the non-

1 tenured period. When the tenure review committee recommends the granting of tenure and the
2 VPAA concurs, tenure is awarded. In all other cases, tenure is denied.

3 I. A member denied tenure may appeal the decision in writing to the President of
4 FSU by March 15. The President of FSU, following a review of the tenure materials, shall
5 communicate in writing his/her decision to either grant tenure, deny tenure, or grant one
6 additional non-tenured year, provided that such a year has not previously been granted. The
7 decision of the President of FSU is final, binding and not subject to arbitration.

8 J. The failure of the tenure review committee to comply with any of its obligations
9 under Section 3 is exempt from the grievance process and FSU shall have no liability because of
10 such failure.

11 3.6 Academic Administrator Appointment with Tenure

12 A. Academic department heads, directors, deans, the VPAA and the President may
13 be granted tenure subject to the following conditions:

14 1. The academic department head, director, dean, VPAA and President must
15 possess qualifications appropriate to the academic discipline in which tenure is conferred.

16 2. The academic department head, director, dean, VPAA and President must
17 have previously attained tenure at a regionally accredited post-secondary or first
18 professional-degree-granting institution.

19 3. The tenured faculty in the academic discipline in which the person is to be
20 conferred tenure must be provided the opportunity to review and share comments with
21 their department head, dean, and the VPAA or the President of FSU on the candidate's
22 qualifications preceding the offer of tenure to the candidate.

23 B. Academic administrators who are granted tenure according to Section 3.6A will
24 not accrue seniority during the course of their administrative appointment. If an academic
25 administrator with tenure moves from his/her administrative position to a faculty position, he/she
26 will commence accruing seniority in the bargaining unit and will thereafter be subject to all
27 provisions of this agreement, except those having to do with the attainment of tenure.

28 **Section 4 - REPRESENTATION AND PROFESSIONAL CONDUCT**

29 4.1 Discipline

30 A. FSU and the FFA recognize a mutual responsibility for promoting professional
31 conduct that encourages quality in the educational process, thereby reflecting favorably upon the
32 University. Breaches of professional conduct, as differentiated from incompetence, are subject to
33 discipline including, but are not limited to: abuse of sick leave and other leaves, excessive
34 tardiness, willful deficiencies in professional conduct and/or performance, violation of
35 University policies, regulations and administrative directions not inconsistent with the terms of
36 this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional
37 conduct shall be reported promptly to the offending member.

38 Issues pertaining to competence will be handled through evaluation.

1 B. Disciplinary action shall be defined as any oral or written warning; oral or written
2 reprimand; disciplinary probation; suspension, except for suspensions pending investigation;
3 discharge for misconduct or any combination of the above, of which a formal record is kept or of
4 which the disciplined member is thereafter formally prejudiced. In no case will a member be
5 subjected to disciplinary action without just cause or on the basis of any anonymous information.

6 C. A member shall be notified of the right to have FFA representation at any meeting
7 at or from which disciplinary action, as defined in this Section, may result. In no event shall any
8 member be disciplined in, or as a direct result of, a meeting at which FFA representation was not
9 permitted.

10 D. If some disciplinary action may result from/during a meeting in which the right to
11 FFA representation was not permitted, or waived by the member, the member has the right to
12 terminate the meeting pending the arrival of an FFA representative.

13 E. Whenever the result of any disciplinary action, or delinquency in professional
14 performance is reduced to writing, the findings and decisions of the University shall be filed in
15 the member's personnel file and a copy thereof given to the member.

16 F. In cases involving disciplinary suspension or discharge, the member is entitled to
17 due process which is as follows:

18 1. A written statement from the appropriate administrator notifying a
19 member with sufficient particularity of the preliminary charges;

20 2. A conference before an impartial administrator, of which the member is
21 duly notified, at which the member must present any evidence in support of his/her
22 position. A full investigation of the charges shall be conducted;

23 3. Representation by his/her association representative and/or by counsel of
24 his/her choosing;

25 4. A decision, in writing, after the conclusion of the conference setting forth
26 the decision of the appropriate administrator;

27 5. There shall be no disciplinary suspension without salary, or disciplinary
28 discharge, until the above written decision is rendered;

29 6. Before suspending or discharging a member, the administration shall
30 consult with the President of the FFA;

31 7. The above procedure will be administered in a timely fashion; and

32 8. Said decision is grievable starting with Step 4 of the grievance procedure.

33 4.2 Personnel Files

34 A. No material originating after initial employment will be placed in a member's
35 official personnel file unless the member receives a copy of the material. No anonymous
36 information or derivatives thereof shall be placed or retained in any bargaining unit member's

1 official personnel file. Subsequent to the date of this Agreement in the case of disciplinary
2 information or performance evaluations, members will be given the opportunity to sign or initial
3 the document before including the material in the file. Unsigned or uninitialed disciplinary
4 information or performance evaluations shall not be used in grievance procedures or disciplinary
5 action unless FSU can establish the member was given a copy or was given the opportunity to
6 initial the material. A member's signature or initials on such material does not imply agreement
7 with the contents.

8 The member may submit a written statement regarding any material, and the same shall
9 be attached to the file copy of the material in question.

10 B. No more than one (1) official personnel record may be maintained for any
11 member of the bargaining unit. Any member of the bargaining unit may examine his/her post-
12 employment personnel record. A member shall have access to his/her records during normal
13 business hours by appointment and may elect to be accompanied by a representative of the FFA
14 when the member examines it. Upon request and at the member's own cost, the member will be
15 provided a copy of such post-employment records as requested.

16 4.3 Faculty Participation: Educational Policy

17 A. This Agreement shall not be construed to deny faculty the opportunity to
18 participate on committees.

19 B. The FFA may raise for discussion, with faculty and administration, issues of
20 concern to faculty including the adoption of new educational policies.

21 **Section 5 - UNIVERSITY RIGHTS**

22 It is the responsibility of FSU to fulfill the role and mission of the University stated in the
23 Ferris State University Mission Statement. In fulfilling its role and mission:

24 A. FSU, on its own behalf, hereby retains and reserves unto itself, without limitation
25 except as herein provided, all power, right, authority, duties, and responsibilities conferred upon
26 and vested in it by laws and the Constitution of the State of Michigan, and of the United States,
27 including all of the customary and usual rights, powers, functions and authority of management.

28 B. The exercise of the foregoing powers, rights, authority, duties and responsibilities
29 by FSU, the adoption of reasonable policies, rules, regulations and practices in furtherance
30 thereof, and the use of judgment and discretion in connection therewith shall be limited only by
31 the specific and express terms of this Agreement and then only to the extent such specific and
32 express terms are in conformance with the constitution and the laws of the State of Michigan and
33 the Constitution and laws of the United States.

34 **Section 6 - SENIORITY**

35 6.1 Determination of Seniority/Definitions

36 A. For full-time Board-appointed members, seniority shall be defined as length of
37 continuous service from the actual date the member was scheduled to report for bargaining unit
38 work, unless otherwise expressly defined herein.

1 B. For Board-appointed part-time members who have been employed for at least
2 one-half of the average load for their department, seniority shall be defined as length of
3 continuous service from the actual date the member was scheduled to report for bargaining unit
4 work.

5 C. As between any two or more members who have the same seniority date, seniority
6 shall be determined as follows:

7 1. If the members' seniority date is prior to June 30, 1984, the tie shall be
8 broken based on the dates of issuance of their initial contracts. The member with the
9 earliest-issued Board-approved contract shall have the most seniority; or

10 2. If the members' seniority date is after June 30, 1984, the tie shall be
11 broken by using the last four (4) digits of the affected members' Social Security number.
12 The member with the highest last four digits shall have the most seniority.

13 D. All provisions of Section 6 regarding seniority shall have no application with
14 respect to non-tenure and tenure matters.

15 6.2 Change in Employment Status

16 A. For the purpose of seniority, all paid leaves of absence shall be considered as
17 continuous employment.

18 B. A member who accepts a grant position of either a full or part-time assignment
19 shall retain his/her bargaining unit status and shall continue to accrue seniority.

20 C. A member who accepts a part-time, acting or interim administrative position at
21 FSU and who is not otherwise excluded from the bargaining unit pursuant to Section 1.3 of the
22 Agreement, shall continue his/her bargaining unit status and shall continue to accrue seniority
23 while occupying such position.

24 D. A member who leaves employment with the University and subsequently is
25 rehired shall be considered a new employee without seniority.

26 E. After June 30, 1984, members who begin their employment with the University as
27 faculty on part-time assignment (non-bargaining unit only) or as temporary and/or grant-
28 supported faculty shall not accrue seniority while occupying such positions.

29 F. Except as provided in Section 7.9, any employee of the University holding a
30 position not listed in Section 1.3 of the Agreement who transfers into the bargaining unit shall
31 accrue and/or retain seniority as follows:

32 1. A non-bargaining unit employee who transfers into the bargaining unit
33 shall begin to accrue seniority immediately upon recognized entry into the bargaining
34 unit;

35 2. A non-bargaining unit employee who has previously accrued seniority as a
36 member, in a seniority group of the bargaining unit for instruction at least the equivalent
37 of two (2) academic semesters, shall, upon re-entry into that same seniority group(s)

1 within one (1) year of when (s)he left the seniority group, resume accrual of seniority
2 within that seniority group(s) with recognition fully given to the previously accrued
3 seniority within that same seniority group. If a former member returns to the bargaining
4 unit after being absent from it for more than one (1) year, (s)he shall not retain any
5 previously accrued seniority within the unit. This paragraph is inapplicable to an
6 employee who leaves the employment of the University; and

7 3. In no event shall seniority accrue to any employee of the University while
8 not in the bargaining unit, nor shall seniority accrue in any seniority group, to any
9 employee while not in that seniority group of the bargaining unit.

10 G. The President of the FFA shall be provided written notice confirming any FSU
11 administrative appointment that results in a member leaving the bargaining unit. Such notice
12 shall be provided by HR within ten (10) working days of HR's receipt of notice of administrative
13 approval of the transaction.

14 6.3 Seniority Groups

15 A. Each member shall be assigned to a seniority group based on the original position
16 for which employed and/or to which specifically assigned at a later date in accordance with
17 departmental procedures. In the event that a member transfers to another seniority group, (s)he
18 shall retain, but not accumulate, seniority in the seniority group from which transferred. A
19 member who transfers or is transferred under any conditions of employment to another seniority
20 group shall earn seniority credit at a rate of one (1) year credit for each year of service, beginning
21 with his/her first day of work in the new seniority group.

22 B. Seniority groups shall not be created, merged or deleted without an advisory vote
23 of the affected members at least sixty (60) working days before the action takes place.

24 6.4 Loss of Seniority

25 Seniority is lost and, except under paragraph F, employment in the bargaining unit is
26 terminated and, if applicable, a member's name is removed from the preferred hiring list if a
27 member:

28 A. Resigns;

29 B. Retires;

30 C. Is discharged for just cause or otherwise lawfully terminated, including
31 termination resulting from the expiration of time on the recall list;

32 D. Rejects in writing an offered position which is at least the same rank and salary as
33 the position held by the member immediately prior to retrenchment (as defined in Section 8), or
34 if the member does not respond in writing within thirty (30) days after being offered, in writing,
35 such position;

36 E. Except as provided in Section 7.9, leaves the bargaining unit for more than one
37 continuous year while remaining in the employ of FSU; or

1 F. Does not return to work after a sick leave of absence for the period of one (1)
2 year, provided that notwithstanding termination of employment under this paragraph, the
3 member's entitlement to sick leave pay or LTD benefits, if any, is not affected. Termination
4 under this paragraph is discretionary with the University.

5 6.5 Seniority List(s)

6 The FFA shall have sixty (60) working days after the transmittal of the seniority list(s) to
7 raise any objections it may have to the composition of the seniority list(s). If any objections are
8 formally raised by the FFA, a meeting shall be held between FSU and the FFA to attempt
9 reconciliation of the seniority list(s). Unresolved disputes shall be subject to the grievance
10 procedure.

11 **Section 7 - WORKING CONDITIONS**

12 7.1 Professional Responsibilities

13 A. The primary professional responsibilities of members are teaching and the
14 provision of counseling, library, and other educational services.

15 B. Further, members of the bargaining unit have professional responsibilities which
16 may include advising students; orientation; registration of students; participation in University
17 committees; keeping regular posted office hours, which are scheduled at times convenient for
18 students; and participation in traditional functions which have academic significance. Members
19 shall not be asked to spend an excessive or unreasonable amount of time on such services. A
20 member shall not be required to serve in a program coordinator, department chair, director or
21 acting/interim administrative position. Faculty members may agree to be given release time
22 from their normal professional responsibilities. Such agreements must be in writing and for a
23 specified length of time which may be renewable upon mutual agreement of the member and
24 FSU at least one month prior to the initiation of the renewed period of released time.

25 C. The nature of FSU as an educational institution is such that the performance of
26 teaching faculty duties extends beyond classroom responsibilities and cannot be restricted to a
27 fixed amount of time or points in time. Therefore, this Agreement shall not be construed either
28 to require a specific number of hours of service to the University, nor to give any member the
29 right to additional compensation based on the number of hours of service performed, except as
30 elsewhere provided in this Agreement.

31 D. Subject to the satisfactory performance of academic and/or professional duties,
32 members may engage in other activities for financial consideration that do not conflict with
33 professional duties, providing, however, that prior permission to engage in duties that might
34 reasonably impinge upon professional and/or academic duties is first obtained. Such approval
35 will not be unreasonably withheld.

36

37

38

1 7.2 Workload

2 A. Teaching Faculty:

3 1. Courses Taught by Traditional Methodology:

4 a. All present department workload policies continue unless revised
5 under this Section, provided that present policies which identify semester
6 workloads which can be annualized as the sum of the semester workloads shall be
7 so annualized.

8 b. The establishment or revision, as applicable, of any work load
9 policy may be requested by either the written request of a majority of a
10 department's members or directed by the VPAA.

11 i. A member request shall be made to the department head
12 and shall include the proposed policy or changes and the rationale.

13 ii. If the VPAA directs, the department head shall notify the
14 department members and provide them an opportunity to participate in the
15 preparation/change within the time directed by the VPAA.

16 iii. Workload policies shall incorporate relevant criteria
17 including but not limited to the following:

18 (a) Semester credit hours, student credit hours, or
19 contact hours.

20 In this regard, twenty-four (24) semester hours per academic year,
21 excluding summer shall be weighed as a standard work load but,
22 recognizing the differences between colleges and between
23 departments within colleges, shall be neither a minimum nor a
24 maximum. For equivalency purposes, twenty-four (24) semester
25 hours is equivalent to thirty-six (36) contact hours or seven
26 hundred twenty (720) student credit hours per academic year,
27 excluding summer semester.

28 Provided that not more than two-thirds (2/3) of an annual normal
29 load will be assigned in any one semester unless the member
30 agrees.

31 (b) Occupational and professional standards for the
32 discipline, course content, course difficulty, class size, course
33 development, program coordination, research and other relevant
34 factors.

35 (c) See also Section 13.6.B.

36 iv. If the department head and a majority of the department
37 members agree, the proposal and rationale shall be delivered to the dean.

1 The dean shall forward the proposal along with his/her recommendation to
2 the office of the VPAA.

3 (a) If the VPAA approves, the policy shall be effective
4 as of the date determined by the VPAA.

5 (b) If the VPAA does not approve, the proposal shall be
6 returned to the department for revision and re-submission as
7 directed including, but not limited to a date for re-submission.

8 [1] If the department head and a majority of the
9 department members agree upon the re-submission, the
10 proposal will be delivered to the dean. The dean shall
11 forward the proposal, along with his/her recommendation,
12 to the office of the VPAA.

13 a. If the VPAA approves, the proposal
14 shall become the policy effective as determined by
15 the VPAA.

16 b. If the VPAA does not approve, (s)he
17 shall notify the department. Either a majority of the
18 department members or the department head may,
19 within ten (10) working days, request the
20 appointment of an *ad hoc* committee pursuant to
21 paragraph v. If there is no request within the ten
22 (10) working days, the VPAA shall determine the
23 policy.

24 [2] If the department head and a majority of the
25 department members do not agree upon the re-submission,
26 not later than ten (10) working days after the re-submission
27 date, either may request to the VPAA that the proposal be
28 reviewed by an *ad hoc* workload committee which will be
29 formed and respond as set forth below.

30 v. If the department head and a majority of the department
31 members do not agree, either a majority of the department members or the
32 department head may, within ten (10) working days, request the
33 appointment of an *ad hoc* committee. If there is no request within the ten
34 (10) working days, the VPAA shall determine the policy.

35 vi. Upon the request as in paragraph v, the VPAA will direct
36 that an *ad hoc* workload committee comprised of four (4) people, two (2)
37 of whom will be appointed by the FFA and two (2) of whom will be
38 appointed by the VPAA, be formed, notify the FFA that such committee is
39 to be formed and set a date for the FFA to identify its appointees. If the
40 FFA fails to timely identify its appointees, either the VPAA appointees
41 will review the policy or the VPAA will determine the policy as the
42 VPAA determines in his/her sole discretion.

1 The *ad hoc* committee shall consider the proposals and rationale and
2 deliver its written recommendations to the office of the VPAA within two
3 months of its formation or by such other date as may be agreed by and
4 between the VPAA and the FFA.

5 vii. The VPAA shall then determine the policy.

6 viii. The decision of the VPAA is final, binding and not
7 arbitrable.

8 2. Courses Taught by Non-Traditional Methodology:

9 a. Courses taught by non-traditional methodology include but are not
10 limited to: television, computer-aided instruction, video-tape lecture, electronic or
11 other media.

12 b. Courses taught by non-traditional methodology shall be first
13 offered to qualified volunteers. If there are insufficient volunteers, members may
14 be assigned consistent with department procedures developed in Section 7.5 and
15 the applicable workload policy. If such assignment is not addressed by the
16 workload policy and the department head and member cannot agree in advance on
17 the workload credit for the assignment, the member can request a workload
18 review under Section 7.2.C and D.

19 c. Intellectual Property Rights and Electronic Distance Learning
20 Materials. See Appendix B.

21 B. Counselors and Librarians:

22 1. Weekend and evening assignments for counselors and librarians shall be
23 rotated within the seniority group consistent with department needs.

24 2. Counselors and librarians have access to the workload review process
25 when appropriate.

26 C. Request for Individual Workload Review:

27 Members may request a workload review for any of the following reasons:

28 1. If they think their workload is unreasonable or inequitable when compared
29 to other members within that seniority group;

30 2. If they think their workload does not comply with the policies for their
31 department or seniority group or this Agreement;

32 3. If they think that changes in their usual workload caused by program
33 changes, different course assignments, or changes in non-teaching assignments have
34 created an increase in their workload; or

35 4. If vacancies over three (3) months in their seniority group have caused an
36 increase in their workloads.

1 D. Procedure for Individual Workload Review:

2 1. A request for an individual workload review must be filed within twenty
3 (20) working days from the date of the events causing the alleged problem and must
4 include the following:

- 5 a. a clear and concise statement of the alleged problem;
- 6 b. the time frame over which the alleged problem has taken place; and
- 7 c. a suggested remedy.

8 2. Should more than one (1) member from the same department file the same
9 request, all such requests may be combined for review.

10 3. The request must be submitted in writing to the department head.

11 4. Unless the dean assigned the workload under review, in which case
12 paragraph 5 applies, the dean will review the request and render a decision including the
13 following:

- 14 a. a description of the issue;
- 15 b. an analysis of the relevant workload data covering the time period
16 in question; and
- 17 c. a decision.

18 5. a. If the dean's decision does not resolve the matter, within ten (10)
19 working days of the dean's decision, the member must deliver a written request
20 for review by an *ad hoc* workload review committee to the VPAA. The VPAA will
21 direct that an *ad hoc* workload committee comprised of four (4) people, two (2) of
22 whom will be appointed by the FFA and two (2) of whom will be appointed by the
23 VPAA, be formed, notify the FFA that such committee is to be formed and set a
24 date for the FFA to identify its appointees. If the FFA fails to timely identify its
25 appointees, either the VPAA appointees will review the workload or the VPAA will
26 determine the workload as the VPAA determines in his/her sole discretion.

27 b. The committee may meet with the member(s), the department
28 head, dean, school director, or other persons, and may request pertinent
29 information from the University sufficient to perform its analysis.

30 c. The committee shall analyze the relevant data and deliver its
31 written recommendation(s) to the office of the VPAA within two (2) months of its
32 formation or by such other date as may be agreed by and between the VPAA and
33 the FFA.

34 6. The decision of the VPAA is final, binding and not arbitrable.

35

1 7.3 Health and Safety

2 A. FSU agrees to provide working conditions that meet health and safety standards
3 provided for in applicable state and federal statutes. No FFA member shall be compelled to
4 work under conditions which confront him/her or his/her students with an imminent safety
5 and/or health danger. For the purposes of this Section, imminent danger is defined as a condition
6 where there is reasonable certainty that a hazard exists that can be expected to cause death or
7 serious physical harm immediately or before the hazard can be eliminated through regular
8 procedures. When there is a risk of exposure to recognized hazards in the workplace, FSU is
9 obliged to take all reasonable non-discriminatory steps to ameliorate the hazard. Additionally,
10 FSU agrees to make all means of egress, including access to work sites, safe from undesirable
11 conditions caused by inclement weather, in a reasonable manner as determined by the affected
12 area's health and safety team.

13 B. The FFA and FSU recognize that a cooperative approach between members and
14 administrators at the work site, stressing the preventative aspects of safety/health problems
15 affecting them both and the students of the institution, is essential to the solution of those
16 problems. To these ends, they can best implement this cooperative approach through the
17 establishment of health and safety teams at the college/bargaining unit employment area or office
18 level. A health and safety team will be made up of an administrator co-chairperson and a
19 member co-chairperson, one (1) additional administrator and three (3) additional members from
20 the same college/employment area. The members of the college/employment area will select
21 their team co-chairperson and members.

22 C. Any member who believes there are situations which are in violation of local,
23 state or federal environmental, health and/or safety regulations shall report such situations to the
24 University health and safety coordinator immediately with a copy to the unit health and safety
25 team leader. Meetings of the health and safety teams shall be called by the co-chairpeople
26 during normal working hours or in response to a concern from either group of represented
27 participants. The team will be free to discuss, consider and decide upon proposed means to
28 remedy the problem/concern identified. A brief report of each proposal will be sent to the dean
29 of the affected college/employment area, the vice presidents of Administration and Finance and
30 Academic Affairs, and the department head of the affected area. It is agreed by both the FFA
31 and FSU that timeliness is essential in the correction/prevention of health and safety deficiencies
32 and the team will not delay in its deliberations or the issuance of its proposals.

33 D. Appropriate items of discussion for the team may include, among other things, the
34 availability of protective equipment, clothing and devices necessary for the safe pursuit of
35 assigned member duties, and concerns received from participants' constituencies and the
36 immediate review of any determination of imminent danger. Appropriate data (i.e., levels of
37 chemicals, noise, radiation and air contaminants) generated by the University's health and safety
38 officer shall be made readily available to the teams for analysis.

39 E. The team will inform affected constituencies of all identified hazards in the
40 workplace, along with federal and state recommended standards of safety and remedy for
41 exposure to such hazards.

42 F. The team shall additionally be charged with implementation and promotion of a
43 program to educate its constituencies concerning safe work practices and potential dangers.

1 G. Failure of FSU to implement recommendations of the committee that exceed the
2 requirements of applicable state and federal law shall not be subject to the grievance procedure
3 and arbitration.

4 7.4 Academic Freedom

5 A. The member is entitled to full freedom in research and in the publication of the
6 results, subject to the adequate performance of other academic duties; but research for pecuniary
7 return using University facilities must be based upon an understanding with the authorities of the
8 institution.

9 B. Members are entitled to academic freedom in the classroom in discussing their
10 assigned subjects and disciplines, and should alert their students to the various scholarly views
11 related to those subjects, and avoid presenting totally unrelated material.

12 C. The concept of freedom should be accompanied by an equally demanding concept
13 of responsibility. When members speak or write as citizens, they should be free from institutional
14 censorship or discipline. They should at all times make every effort to be accurate, exercise
15 appropriate restraint, show respect for the opinions of others and indicate that they are not an
16 institutional spokesperson.

17 D. The above shall be construed to mean that no limitations shall be placed upon
18 study, investigation, presenting and interpreting facts and ideas concerning human society, the
19 physical and biological world and other branches of learning subject to accepted standards of
20 professional responsibility. The right to academic freedom herein established shall include the right
21 to support or oppose political causes and issues as long as that recognized right shall not be brought
22 to bear on regular instructional activities.

23 E. As a component of academic freedom, members are responsible for decisions
24 regarding the classroom instruction of students, in accordance with department procedures.

25 7.5 Department Procedures

26 A. To involve members in the decision-making process regarding matters of
27 departmental concern, department heads shall provide not less than thirty (30) calendar days for
28 department member input before the following:

29 1. Forwarding a new course or curriculum to the dean or next level of
30 course/curricular review;

31 2. Forwarding a revision of an existing course or curriculum to the dean or
32 next level of course/curricular review;

33 3. Submission of the department's course schedule and proposed teaching
34 assignments to the dean;

35 4. Submission of annual department budget request; or

36 5. Any other matters which the department head and the members agree to
37 consider.

1 B. If the department head must take action in less than thirty (30) days or learns of
2 the need to take action such that it is impracticable to provide thirty (30) days written notice,
3 (s)he shall provide the opportunity for input as soon as reasonably practicable.

4 1. Failure to provide such opportunity shall not be the basis for either delay
5 of such action or for overturning such action.

6 2. When less than thirty (30) days written notice is given, the member may
7 respond directly to the dean/VPAA.

8 C. Before the University makes a final decision in the hiring of a department head or
9 program director, department members will be offered an opportunity to:

10 1. Submit a recommendation to the dean on the expertise and/or credentials
11 for the position;

12 2. Interview candidates; and

13 3. Review and submit recommendations regarding the credentials and
14 suitability of the candidates.

15 D. Any referendum or vote on department matters used to determine the view of the
16 majority of the members of a department shall be limited to the members of that department.

17 E. In the event a rotation list needs to be established, the initial rotation shall be
18 based on the seniority of the affected members. A new member is added to the bottom of the
19 rotation list as it exists on the first day (s)he reports for work as a bargaining unit member.

20 7.6 Hiring

21 A. The parties recognize their mutual interest in recruiting and hiring into the
22 bargaining unit only the most qualified applicants available in order to insure quality education.
23 In order that FSU can act promptly to recruit such individuals, members shall form search
24 committees in accordance with department procedures jointly adopted by the department head and a
25 majority of the department members, provided that if the members do not form a search committee
26 or there are no department procedures for forming such committee, the department head shall form
27 such committee. The committee shall:

28 1. Identify the position expertise required;

29 2. Review credentials of applicants and recommend those qualified for
30 interviews. FSU may add additional interviewees from applicants already a part of the
31 applicant pool and who meet the posted qualifications after consultation with the search
32 committee;

33 3. Interview applicants and conduct open sessions for all interested members;

34 4. Evaluate interviewed applicants; and

1 5. Submit a prioritized list of all qualified interviewed applicants to the
2 department head. FSU may add additional applicants to such list from among those
3 interviewed after consultation with the search committee.

4 B. The department head will submit the recommended list of qualified applicants
5 along with his or her own recommendation to the dean. The dean shall either select from the list
6 or initiate a new search in accordance with the foregoing provisions.

7 Within fifteen (15) days of the hiring of an applicant who does not appear on the
8 prioritized list submitted by the search committee, the President of the FFA may request in
9 writing a written explanation as to why the candidate was added. Within fifteen (15) days, the
10 VPAA will provide the explanation; such explanation is not subject to the grievance procedure.

11 C. The review of candidates shall be conducted in accordance with University
12 procedures and policies. The final decision regarding employment of candidates is reserved to
13 FSU.

14 7.7 Summer

15 A. Determination of Summer Course Offerings:

16 Summer school offerings, herein defined as "courses/sections published in the Summer
17 Bulletin," to be taught for full pay when minimum enrollments are met or *pro rata* pay when
18 minimum enrollments are not met, will be determined by FSU in a manner consistent with
19 procedures for course/section determination during the regular academic year, except where
20 modified as follows:

21 1. By December 15th, department members may suggest to their department
22 head, program director, or dean, as appropriate, those courses which might be taught
23 during the summer semester.

24 2. By January 15th, each department head, program director, or dean where
25 appropriate, shall have composed a list of the summer school courses/sections for the
26 following summer school semester. This list may include courses to accommodate
27 students who are enrolled in programs that operate throughout the calendar year, students
28 who are seeking to graduate at the end of the summer semester or the following academic
29 semester, students who have been admitted to begin their programs in the summer, and
30 students for whom FSU has an obligation to offer a supervised internship. It may also
31 include such other courses deemed appropriate by academic deans, department heads, or
32 program directors.

33 3. All summer course offerings for which enrollments reach fifty percent
34 (50%) of the academic year capacity (hereinafter "cap" rounded down to the nearest
35 whole student) or fifteen (15) students, whichever is less, by the end of summer early
36 registration shall not be canceled by FSU, provided that there are qualified persons to teach
37 the courses. Courses/sections for which enrollments do not reach fifty percent (50%) of cap
38 (rounded down to the nearest whole student) or fifteen (15) students, whichever is less, may
39 be canceled by FSU only when no qualified member within the academic department is
40 willing to teach the course/section for *pro rata* pay. However, FSU retains the right to offer

1 full pay or more than *pro rata* pay (within the restraints of the department summer teaching
2 rotation list) to such a member willing to teach such a course/section.

3 B. Compensation:

4 1. Regular Courses:

5 a. Salary for a full summer teaching load of courses/sections in which
6 minimum enrollments are met, fifty percent (50%) of cap (rounded down to the
7 nearest whole student) or fifteen (15) students, whichever is less, shall be thirty-
8 five percent (35%) of the member's regular academic year salary.

9 b. Members teaching less than a full load of courses that meet the
10 minimum enrollment shall be paid on a *pro rata* basis.

11 c. Determination of enrollment for determining full pay shall be at the
12 end of summer early registration.

13 d. Salary for less than a full load, either in number of
14 courses/sections, or in courses/sections which do not meet minimum enrollment
15 requirements for full pay, will be compensated on a *pro rata* basis.

16 i. Salary for courses/sections with a cap of fewer than twenty-
17 four (24) will be pro-rated on the cap until official enrollment as set out in
18 paragraph iii below reaches fifty percent (50%) of that cap.

19 ii. Salary for courses/sections with a cap of twenty-four (24)
20 or more will be pro-rated on the number twenty-four (24) until official
21 enrollment as set out in paragraph iii below reaches fifty percent (50%) of
22 cap or fifteen (15) students, whichever is less.

23 iii. Minimum compensation for *pro rata* courses/sections will
24 be based on the official enrollment in the course section on the official
25 count date.

26 iv. Courses/sections taught for *pro rata* compensation do not
27 affect an instructor's position on his/her summer teaching rotation list.
28 However, such courses/sections, when not covered, shall be offered to
29 instructors in a manner consistent with the operation of the summer
30 teaching rotation list.

31 2. Special/Experimental Courses for Summer School:

32 a. Salary for special/experimental courses approved pursuant to
33 University policy will be pro-rated in terms of the instructor's salary for the
34 academic year and a full enrollment number of twenty (20) for the course/section.
35 An enrollment of twenty (20) or more will receive full pay.

36 b. Special/experimental courses taught for less than full pay do not
37 affect an instructor's position on his/her department summer teaching rotation list.

1 Regardless of position on the rotation list, a member who designs a
2 special/experimental course has the right of first refusal on teaching the course for
3 the first summer the course is offered and, with the concurrence of the department
4 head, for the next summer. Where teaching in the second year is not concurred in
5 by the department head, the department head will give the affected member a
6 written statement of reasons why the second year concurrence was not given.
7 Such written notice will be given within sixty (60) days of conclusion of the first
8 year experimental class.

9 C. Summer Rotation List:

10 1. By December 1, department heads will distribute a questionnaire to
11 members requesting that they express their interest in teaching summer semester.

12 2. By December 15, members must return the questionnaire to their
13 department head. Failure to return the questionnaire will be deemed a negative response.

14 3. Members who respond in the negative will not be considered for summer
15 employment but will maintain their relative position on the rotation list.

16 4. Members who respond in the affirmative have until April 1 to decline
17 employment without prejudice to their position on the rotation list. Requests after April 1
18 to decline employment without prejudice to position in rotation, which are made for
19 professional reasons or reasons of health, will be considered on their merit.

20 5. No member shall be required to accept less than a full load. Members
21 declining less than a full load shall remain in place on the rotation list.

22 6. Each member shall have the opportunity to accumulate a full load before
23 starting over on the rotation list.

24 7. Full-pay courses/sections will be assigned to members at the top of the
25 summer rotation list, creating full loads, until all such courses/sections are assigned.
26 Subsequent loads will be composed of *pro rata* courses/sections. Once the initial
27 assignments are made, mutually agreeable exchanges may occur between qualified members
28 with the concurrence of the department head or dean. Denial of a proposed trade must be
29 based on lack of course-specific qualifications.

30 8. Teaching loads for summer semester will be consistent with department
31 work load policies. In addition, summer semester projects for which a member's rate of
32 pay is determined as a fraction of load shall be equated as part of a full load compensation
33 for summer.

34 9. Any of the following for which a member's rate of pay is determined as a
35 fraction of load shall be credited against his/her summer rotation list position: full-pay
36 on-campus courses, full-pay off-campus courses, full-pay courses outside the member's
37 seniority group, and special projects.

38 10. *Pro rata* summer courses/sections will not affect a member's position on
39 his/her summer rotation list.

1 11. Any "extra class" assignments (overloads) will be assigned last and the
2 pay rate for those assignments will be at the normal overload rate.

3 D. Summer Semester Review Committee

4 1. The committee shall consist of two (2) administrators selected by FSU,
5 and two (2) members selected by the FFA.

6 2. The committee will meet early in November to review the previous
7 summer semester teaching experience and, based on this evaluation, submit
8 recommendations to the FFA and to the University administration.

9 7.8 Performance Review

10 A. Tenured members' performance shall be periodically reviewed by their department
11 head or equivalent. Review may include, but is not limited to, peer review, student evaluations,
12 and other performance assessment methods.

13 B. To involve members in the development and/or change in standards, department
14 heads will provide not less than thirty (30) calendar days for department members' input before
15 submission to the dean.

16 C. The content of reviews is not subject to the grievance procedure.

17 D. A member who disagrees with all or any part of the review must deliver a written
18 response to the department head within fifteen (15) working days of knowledge of the review.
19 The response must identify all aspects with which there is disagreement and the factual basis for
20 such disagreement. The response will be attached to and remain with the review. Upon request by
21 the member, the next higher administrator shall meet with the member to discuss the review within
22 fifteen (15) working days of the request. The administrator will give the member a written response
23 to his/her areas of disagreement within fifteen (15) days.

24 7.9 Transfers

25 A. An administrator may seek to transfer into the bargaining unit as follows:

26 1. With timely notice by the VPAA to the appropriate department, an
27 administrator who was previously in the bargaining unit may return to the bargaining unit
28 with previous rank, tenure, and seniority as of the date (s)he left the bargaining unit. Such a
29 return may be effectuated when a vacancy exists and the administrator is qualified to fill the
30 vacancy. The decision of the VPAA may be appealed to the President by a majority vote of
31 the tenured members of that seniority group. The decision of the President is final, binding,
32 and not subject to arbitration. If such administrator does not have tenure, (s)he is subject to
33 the tenure review process in Section 3.

34 2. The VPAA may assign to a faculty position an administrator who was not
35 previously in the bargaining unit. The decision of the VPAA may be appealed to the
36 President of FSU by a majority vote of the tenured members of that seniority group. The
37 decision of the President is final, binding and not subject to arbitration.

1 The VPAA may, after receiving the recommendation from the appropriate
2 members, assign rank to an administrator.

3 An administrator who has not previously been granted tenure at FSU but who
4 transfers to a bargaining unit position shall be subject to the tenure review process in
5 Section 3, except that the non-reappointment provisions of Section 3 shall become effective
6 after the third year of the faculty appointment.

7 3. The salary for an administrator assigned to a bargaining unit position will
8 be determined by the VPAA, taking into consideration the existing salaries of members in
9 the seniority group, the College and University Personnel Association (CUPA) salary
10 survey for state colleges and universities, individual credentials, rank and degree.

11 B. A member may seek to transfer from one seniority group to another without losing
12 benefits under this Agreement, provided (s)he meets all the qualifications for the position to
13 which (s)he is seeking to transfer. His/her credentials shall be reviewed pursuant to Section 7.6.

14 Except as provided in Section 8.7.C, tenure granted a member is retained regardless of
15 position within or without the bargaining unit while an employee of the University. Tenure status
16 of non-tenured members shall be in accordance with Section 3 of this Agreement.

17 7.10 Academic Calendar

18 The academic calendar will continue to be determined by FSU in a manner consistent
19 with current practice and the 1994 semester conversion previously approved by FSU and the
20 FFA. FSU recognizes the FFA's reservation of right to bargain over issues related to the
21 calendar in accordance with applicable law should it elect to do so in successor negotiations.

22 **Section 8 - RETRENCHMENT**

23 8.1 Definition

24 Retrenchment is defined as a reduction in the number of faculty in any curriculum area,
25 department or seniority group.

26 8.2 Retrenchment by Attrition and Voluntary Reassignment

27 A. Retrenchment may be accomplished through attrition, including, but not limited
28 to, resignation or retirement.

29 B. Retrenchment may also be achieved by voluntary reassignment within the
30 bargaining unit that is mutually agreeable between FSU and the member.

31 8.3 Retrenchment by Layoff

32 A. Layoff is the involuntary reduction in the number of members for educational,
33 business, or economic reasons other than for cause or non-reappointment.

34 B. When, in the sole judgment of FSU, retrenchment through attrition or voluntary
35 reassignment does not meet its needs, it may be accomplished through layoff.

1 C. The VPAA will give the President of the FFA written notice of FSU's preliminary
2 proposal to retrench through layoffs of members, including whether the decision is fiscally based
3 or programmatic based, not less than sixty (60) calendar days before the presentation of the
4 proposal to the President. The FFA may comment during the sixty (60) calendar days, including
5 but not limited to options under Section 8.7.

6 D. The final proposal will be determined by the VPAA and reported to the President
7 of the FFA.

8 E. The following order of layoffs will be utilized:

- 9 1. part-time and temporary faculty;
- 10 2. non-tenured full-time members;
- 11 3. part-time tenured members; and
- 12 4. full-time tenured members.

13 F. With respect to the application of Section 8.3.E, layoff shall be in inverse order of
14 seniority group seniority, within the curriculum area, department or seniority group in which the
15 reduction will occur, as applicable, consistent with programmatic academic needs as determined
16 by FSU, including but not limited to qualifications.

17 When FSU departs from compliance with Section 8.3.E above for “programmatic needs”
18 the President of FFA will be notified in writing by the administration. The written notice will be
19 issued at least thirty (30) days prior to the notification date of layoff and will include but not be
20 limited to the following:

- 21 1. Name of member affected;
- 22 2. Reasons for the exception; and
- 23 3. Projected date of layoff.

24
25 Where layoff is by curriculum area, for purposes of this Section only, the area in which a
26 member is classified will be determined by the area in which (s)he taught the most credit hours
27 in the current and immediately preceding two (2) academic years.

28 8.4 Notification

29 Members who are to be laid off shall be notified as follows:

30 A. A non-tenured member shall be notified by February 1 of his/her last year of
31 employment; or

32 B. A tenured member shall be notified by July 1 of the year preceding the last year of
33 employment.

34

1 8.5 Layoff Benefits

2 A. Insurance - Insurance benefits shall be continued to the end of the month in which
3 the layoff occurs (May, if at the end of the academic year) and for the following twelve (12)
4 months, even if (s)he continues employment in a bargaining unit position on a part-time basis.

5 B. Sick leave – The University shall pay a laid off member fifty percent (50%) of
6 his/her accumulated sick leave not to exceed one hundred (100) days at his/her rate of pay at the
7 time of layoff. Such payout will occur on or after the beginning of the semester following layoff.

8 A member who is recalled may either repay the sick leave payout and have his/her sick
9 leave reinstated or start with no accumulated sick leave.

10 C. While a laid off member is employed on a part-time basis, FSU shall:

11 1. Except as provided in 8.5.A, contribute toward the premium for insurance
12 benefits in the same proportion as the assigned semester workload is to one-half (1/2) the
13 annual workload, not to exceed either (1) one hundred percent (100%) or (2) that same
14 proportion of the cap on the University's contribution; and

15 2. Pay the member as follows:

16 a. If assigned a full load, the salary as of the time of layoff; or

17 b. If assigned less than a full load, *pro rata* salary per semester based
18 upon salary as of the time of layoff in the same proportion as the assigned load is
19 to one-half (1/2) an annualized full load.

20 8.6 Recall

21 A laid off tenured member shall be on a recall list for three (3) years. A laid off non-
22 tenured member shall be placed on the recall list for two (2) years.

23 No member laid off from another seniority group, no new person, whether full-time, part-
24 time, or temporary, will be hired to fill, and no administrator will be transferred into a vacancy in
25 the seniority group of a member on the recall list unless the vacancy is first offered in writing to all
26 qualified laid off members from such seniority group on the recall list, in order of seniority, for a
27 period of thirty (30) calendar days.

28 A recalled member shall have at least the same rank and salary held when laid off, shall
29 retain all sick leave accumulation, subject to Section 8.5.B, and credits for tenure and sabbatical
30 leave and shall not be considered a new employee.

31 8.7 Layoff Alternatives

32 A. FSU will review alternatives to layoff with the President of the FFA as described
33 below:

34 1. Assignment to vacancies consistent with the employee's experience,
35 credentials and qualifications;

1 2. A retraining sabbatical as described in Section 8.8; or

2 3. The buy-out option as described in Section 8.9.

3 B. FSU will send written notice of vacancies to the FFA President and will, for
4 informational purposes, mail written notice of vacancies to members who have been notified of
5 layoff and laid off members on the recall list. Failure to comply with this requirement shall be
6 subject to the grievance procedure; provided however, that the exclusive remedy shall be a twenty-
7 five dollar (\$25) contribution to the student emergency loan fund.

8 C. A laid off member may apply to fill vacancies in bargaining unit positions for
9 which (s)he is qualified.

10 Members on the recall list and members who have been notified of layoff who apply for a
11 vacancy will be evaluated pursuant to Section 7.6.

12 A laid off member who is selected to fill a vacancy, shall be issued a one-year temporary
13 contract which may be renewed for up to an additional one (1) year. While employed on a
14 temporary contract, (s)he will accumulate seniority pursuant to Section 6. Not less than one (1)
15 month before the expiration of such temporary contract, FSU shall notify him/her of:

16 1. Disqualification from consideration for the vacancy, in which case the
17 member reverts to previous layoff status; or

18 2. Offer of the vacancy. If accepted, tenure status, if any, shall be reinstated
19 and the member shall earn seniority at a rate of one (1) year for each year of service. If
20 rejected, (s)he shall in all respects be treated as a voluntary quit.

21 D. The final decision regarding employment of laid off members in vacancies shall
22 be made in accordance with Section 7.6.

23 8.8 Retraining Sabbatical

24 A. A tenured member notified of layoff or laid off is eligible for a retraining
25 sabbatical. (S)he may prepare a proposal which describes the intended education or work-related
26 program and submit it to the VPAA. If the VPAA believes the proposal has merit, it shall be
27 granted.

28 B. Retraining sabbaticals shall be governed by Section 10.4 regarding duration and
29 pay. However, they shall be granted only when connected with layoff and shall not be
30 considered under Section 10.4.

31 8.9 Buy-Out

32 A. A buy-out must be offered to each member in the curriculum area, department or
33 seniority group in which the reduction occurs. The VPAA may refuse any member the right to
34 participate. Acceptance of a buy-out constitutes termination of employment under the following
35 conditions:

1 1. The University will pay one (1) year's salary at his/her rate of pay at the
2 time of termination. The member may elect to receive the pay in either (1) a lump sum,
3 (2) in installments over the regular academic year, or (3) in installments over the regular
4 fiscal year;

5 2. Provided the insurance carrier agrees, the life insurance, health insurance
6 and dental insurance in effect at the time of termination will be continued for one (1)
7 calendar year with premiums fully paid by FSU;

8 3. Accumulated sick leave will be paid as though (s)he had retired according
9 to Section 10.1.E.3 of this Agreement; and

10 4. The member forfeits and waives all rights to recall or other options
11 pursuant to this Agreement.

12 B. The buy-out is effective June 1 or July 1 for 10 or 12 month members,
13 respectively, following termination of employment.

14 C. Having accepted a buy out, a member may elect to forfeit the last year of
15 employment as described in Section 8.4.

16 **Section 9 - GRIEVANCE PROCEDURE**

17 9.1 Definition - Grievance

18 A. A grievance is an alleged violation of a specific section of this Agreement.

19 B. A grievance may be initiated by one or more members and must be signed by all
20 grievants, and the conclusion of the grievance shall be applicable to all grievants.

21 C. An Association grievance may be initiated by the FFA when the FFA's specific
22 rights, as distinguished from the rights of the individual members of the FFA, under this
23 agreement have been violated. A grievance filed by the FFA hereunder shall be initiated at step
24 4 of the grievance procedure.

25 D. A grievance affecting more than one member may be consolidated by agreement
26 of the Association and the VPAA and brought forth as a single Association grievance by the
27 FFA. A consolidated grievance affecting members from more than one department or more than
28 one college shall be reduced to writing and forwarded for processing at Step 3 or Step 4 of the
29 grievance procedure, respectively. In such consolidated grievance cases all grievants must be
30 identified and the conclusion of the grievance shall be applicable to all such grievants.

31 9.2 Flow

32 A. The purpose of this Section is to provide a prompt and efficient procedure for
33 investigation and resolution of grievances. The review processes set forth are the sole methods
34 for the resolution of grievances. All time limits will be adhered to, except where changed by mutual
35 agreement in writing. It is the intention of the parties to expedite the handling of grievances that
36 otherwise extend beyond the semester or academic year if all facts pertaining to that grievance are

1 known by both parties. If such facts are not known to other parties, or if the parties are unavailable,
2 the time limits will be extended until the commencement of the following semester.

3 B. A grievance not advanced to the next higher level within the time limit provided
4 shall be deemed permanently withdrawn. Lack of timely response by FSU at any stage will serve
5 to advance the grievance to the next higher step if the grievant so desires and signifies the desire
6 by written notice to this purpose; but in no event does such lack of response give rise to further
7 grievance.

8 C. The grievant may withdraw a grievance at any time.

9 D. Any grievance which occurs during the term of this Agreement and is commenced
10 according to the terms of the grievance procedure within twenty (20) days of the termination of
11 this Agreement, shall be processed through the grievance procedure to final resolution.

12 E. FSU and the FFA may mutually agree to skip steps of the grievance procedure.

13 9.3 The Grievance Procedure

14 A. Step 1 - Discussion

15 Within twenty (20) working days of the time a grievance might reasonably be
16 known to exist, the aggrieved member shall discuss the grievance with his/her immediate
17 administrator, identifying it as a grievance, either with or without representation by the FFA,
18 at the grievant's(s') election. In all instances, the Association shall have the right to be
19 present.

20 B. Step 2 - Written Level

21 1. In the event the grievance is not resolved in step 1, the grievance shall be
22 written and signed by the grievant(s) and by the FFA on a standard FSU/FFA grievance
23 form and presented to the administrator in step 1 within ten (10) working days of the
24 discussion at step 1, and shall set forth the specific acts that constitute the basis for the
25 grievance and identify the specific language of the contract that is claimed to have been
26 violated by those specific acts.

27 2. The administrator shall communicate a decision in writing to the
28 grievant(s) as promptly as possible, but no later than fifteen (15) working days after the
29 grievance has been received.

30 3. Any settlement, withdrawal, or other disposition of a grievance at this step
31 is not a binding precedent in the disposition of similar grievances.

32 C. Step 3

33 In the event the grievance is not resolved at step 2, the FFA and grievant(s) shall
34 present it to the administrator to whom the administrator in step 2 reports within ten (10)
35 working days after the step 2 decision. The written grievance must be signed by the
36 aggrieved member and the FFA and, in addition to the required information outlined in step
37 2 above, shall include the reasons the proposed resolution of the grievance at step 2 is not

1 satisfactory. The administrator shall, within ten (10) working days, meet with the grievant(s)
2 and, if the grievant(s) wish(es), with a representative of the FFA. The decision at this step
3 shall be written and communicated to all persons concerned as promptly as possible, but not
4 later than ten (10) working days after the meeting. If the grievance is initiated at step 3, the
5 grievance shall be presented to the administrator to whom the administrator in step 2 reports
6 within twenty (20) working days of when the grievance might reasonably be known to exist.

7 D. Step 4 - VPAA Level

8 1. In the event the grievance is not resolved at step 3, the FFA and
9 grievant(s) may advance the grievance to the VPAA within ten (10) working days after
10 the decision in step 3. This written submission must be signed by the grievant(s) and the
11 FFA and shall include, in addition to the initial grievance, any amendments or appendices
12 thereto, as required by steps 2 and 3 and the reason(s) the FFA and grievant(s) consider the
13 disposition at step 3 to be unsatisfactory. If the grievance is initiated at step 4, the grievance
14 shall be presented to the VPAA within twenty (20) working days of when the grievance
15 might reasonably be known to exist.

16 2. Following this submission, no more than ten (10) working days shall
17 elapse before a meeting is held between a representative of the FFA and the VPAA or
18 designee. The VPAA or designee shall answer the grievance, in writing, within ten (10)
19 working days from the date of the meeting at which the grievance was discussed.

20 E. Step 5 – Arbitration

21 1. If the grievance is not satisfactorily resolved at step 4, the FFA only may
22 submit the grievance to binding arbitration. The FFA will notify FSU of its intent to
23 arbitrate by serving written notice of such intent upon the VPAA within twenty (20)
24 working days after the step 4 answer. If a mutually satisfactory arbitrator cannot be found,
25 the FFA may file a request for a panel of arbitrators within fifteen (15) additional working
26 days after written notice of intent to arbitrate is given to the American Arbitration
27 Association (AAA).

28 2. The arbitrator and the arbitration shall be subject to the following:

29 a. The arbitrator shall have no power to alter, add to or subtract from
30 the terms of this Agreement. The decision of the arbitrator, within the scope of
31 his/her authority, is binding upon the parties;

32 b. The cost of arbitration shall be borne equally by both parties.
33 Expenses for witnesses, however, shall be borne by the party who calls them;

34 c. Only one (1) grievance shall be presented to an arbitrator in any
35 one (1) hearing, unless the parties agree to combine grievances; and

36 d. The arbitrator shall conduct the hearing in accordance with the
37 labor arbitration rules of the American Arbitration Association.

1 **Section 10 - PAID LEAVES OF ABSENCE**

2 10.1 Paid Sick Leave

3 A. General Conditions:

4 1. Academic-year members accrue eighty (80) hours of paid sick leave per
5 year and full-year members accrue one hundred four (104) hours of paid sick leave per
6 year pro-rated by pay period, not to exceed a total accrual of twenty-four hundred (2400)
7 hours.

8 Summer semester members who teach a full load will be credited with twenty-
9 four (24) hours of sick leave. Sick leave for less than full load assignments will be pro-
10 rated. Sick leave will be credited not later than the first pay period following the
11 completion of the summer semester.

12 Paid sick leave may be used only for absence from work because of disability
13 caused by illness or injury, medical examination or treatment, dental examination or
14 treatment, or ocular examination or treatment of the member, and, subject to the
15 limitations in paragraph 10.2, his/her spouse, parent or minor child.

16 FSU may require verification of the reason for absence when use for reasons other
17 than as allowed in this section is suspected. Use of sick leave for reasons other than as
18 allowed in this section may, at the option of FSU, be treated as an authorized unpaid
19 leave of absence or as an unauthorized absence from employment which shall result in
20 discipline.

21 2. Paid sick leave upon verbal request or one made on a member's behalf by
22 another, shall, at the first reasonable opportunity under the circumstances, be supported in
23 writing with such evidence of need as FSU may request.

24 3. FSU may require that a health care provider satisfactory to it certify or that
25 other satisfactory evidence be provided of either:

26 a. Ability to perform all the essential elements of his/her job, with or
27 without reasonable accommodation; or

28 b. Continuing disability.

29 4. Paid sick leave is solely to provide financial security and is not a guarantee
30 of continued employment.

31 B. Sick Leave Bank

32 1. Minimum - Each member is to contribute eight (8) hours from his/her
33 accumulated sick leave the first time his/her sick leave exceeds four hundred eighty (480)
34 hours. Those members who have previously contributed will not be required to contribute
35 unless the sick leave bank falls below the operating minimum.

1 The sick leave bank will maintain a minimum of two thousand (2000) hours. In
2 the event it goes below two thousand (2000) hours, it will be increased to three thousand
3 (3000) hours through donations or, if donations are insufficient, through the automatic
4 subtraction of four (4) hours from each member who has more than four hundred eighty
5 (480) hours of accrued sick leave, even though the subtraction will take them below four
6 hundred eighty (480) hours. Those with less than four hundred eighty (480) accrued sick
7 leave hours at the time the bank is increased under this paragraph will have four (4) hours
8 subtracted from their accrued leave as soon as they accrue four hundred eighty (480)
9 hours. The subtracted hours will be added to the bank.

10 2. Eligibility - To be eligible for use of the sick leave bank, the member
11 must:

- 12 a. Meet the criteria of 10.1.A;
- 13 b. Have used all of their accrued sick leave;
- 14 c. Not be eligible for Long Term Disability;
- 15 d. Not be eligible for Workers' Compensation benefits.

16 3. Use - The sick leave bank may be used only for personal disability under
17 10.1.A.

18 4. Termination - Eligibility for use of the sick leave bank terminates upon the
19 earliest of the following:

- 20 a. Eligibility for Long Term Disability; or
- 21 b. Use of seven hundred twenty (720) hours from the bank for each
22 period of disability, as defined by the LTD policy, unless (a) due to different and
23 unrelated causes and separated by return to active school employment for at least
24 one (1) day, or (b) due to the same or related causes and separated by more than six
25 (6) months of continuous active employment.

26 5. Accounting and reporting - The HR office will be responsible for the
27 accounting of the number of days in the sick leave bank. FSU will submit a report on the
28 use and status of the sick leave bank to the FFA at the end of each semester.

29 C. Return from Sick Leave

30 Members shall provide reasonable notice to FSU when able to return to work.

31 1. TEN (10) DAYS OR LESS

32 Provided that the above requirements are met, upon return to work from
33 paid sick leave of ten (10) days or less, the member shall be returned to
34 his/her regular position.

1 2. ELEVEN (11) THROUGH SIXTY (60) DAYS

2 Provided that the above requirements are met, upon return to work from paid
3 sick leave of more than ten (10) but not more than sixty (60) consecutive
4 scheduled days, the member shall be returned to his/her regular or
5 comparable job for the remainder of the academic term, and thereafter, in
6 his/her regular position.

7 3. MORE THAN SIXTY (60) DAYS

8 Provided that the above requirements are met, and provided that employment
9 has not been terminated, upon return to work from paid sick leave of more
10 than sixty (60) consecutive scheduled days, the member shall be returned to
11 his/her regular position or one comparable to it.

12 D. Family and Medical Leave Act (FMLA) - Members may be required to use paid
13 sick leave in lieu of leave under the FMLA in accordance with University policy.

14 E. Sick Leave – Separation

15 1. A member who separates from the University's service because of
16 permanent disability shall be paid the cash value equivalent of his/her accumulated sick
17 leave up to two hundred (200) days. Such compensation will be made at his/her rate of
18 pay at time of separation.

19 2. In the event of death, fifty percent (50%) of the cash value of a member's
20 accumulated sick leave up to two hundred (200) days, computed at the member's last
21 authorized rate of pay, will be paid to his/her estate or beneficiaries. The maximum
22 amount payable will be the cash value equivalent of one hundred (100) days' pay.

23 3. A member who, during the term of the Agreement, officially retires from
24 the University, either after reaching at least fifty-five (55) years of age with ten (10) years
25 of continuous service to FSU or after reaching at least sixty (60) years of age with five
26 (5) years of continuous service to FSU, shall be paid fifty percent (50%) of the cash value
27 of the member's accumulated sick leave up to two hundred (200) days, computed at the
28 member's rate of pay at the time of retirement. The maximum amount payable will be the
29 cash value equivalent of one hundred (100) days' pay.

30 10.2 Use of Paid Sick Leave For Other Reasons

31 A. Spouse, child, and/or parent illness:

32 Paid sick leave of up to five (5) full days with written verification may be used for
33 the illness of a member's spouse or child(ren).

34 Where the department head approves, taking into consideration the ability to
35 cover the member's work responsibilities, the quality of alternate services and other
36 relevant factors, up to three (3) full days of paid sick leave may be used in cases of illness
37 of a parent. A member may not use more than fifteen (15) days per fiscal year under this
38 provision.

1 B. Maternity/Paternity/Adoption Leave:

2 Upon written notice, a member may take up to five (5) full days of paid sick leave,
3 upon and as a result of the birth or adoption of his/her child.

4 10.3 Bereavement Leave

5 A. A member who is absent from work because of the death of a member of the
6 immediate family shall, upon completion of the appropriate University form, be entitled to paid
7 bereavement leave not to exceed four (4) consecutive, regularly-scheduled days, one (1) of
8 which must include the day of and attendance at the funeral or bereavement ceremony.
9 Immediate family is defined as follows:

- 10 1. Spouse;
- 11 2. Natural or adopted child;
- 12 3. Natural or adopting parent;
- 13 4. Step-parent;
- 14 5. Brother or half brother;
- 15 6. Sister or half sister;
- 16 7. Grandparent;
- 17 8. Grandchild;
- 18 9. Any near relative who resides in the same household with the member or
19 any person with whom the member has made his/her home;
- 20 10. Mother-in-law, father-in-law; or
- 21 11. Son-in-law; Daughter-in-law.

22 B. Upon authorization by FSU, a member, may be granted paid bereavement leave
23 for deceased persons not listed in 10.3.A above which shall not exceed two (2) regularly
24 scheduled days, one (1) of which must include the day of and attendance at the funeral or
25 bereavement ceremony. Such leave shall be charged against the member's accumulated sick leave.
26 Leave authorization shall not be unreasonably withheld.

27
28 10.4 Sabbatical Leave

29 A. Purpose - Sabbatical leave is to encourage members to pursue special studies,
30 investigations, and research that will contribute to their professional development and competence.
31 Sabbatical leaves are granted for special study, research, and/or other projects that will enhance
32 the usefulness of the person to the institution; perform service on the local, state, national, or
33 international level; and/or bring prestige to the University. Endeavors appropriate for

1 consideration as sabbatical leave projects may include but are not limited to the activities listed
2 below:

3 1. Community Service: Faculty may use the leave to help develop programs
4 at the local, state, national, or international level. For example, a faculty member's
5 expertise might be used in evaluating and improving existing programs, training
6 personnel in such programs, serving in professional organizations, editing professional
7 journals, or organizing professional meetings, provided that the time and effort required
8 by the project justify the extended time and release from duties afforded by a sabbatical
9 leave.

10 2. Professional Development: Faculty may increase their skills and
11 effectiveness as teachers, researchers, or creative professionals, or enhance their
12 usefulness to FSU by developing a new specialty, strengthening a current specialty, or
13 continuing their formal education. The sabbatical leave may be used to pursue a self-
14 designed, structured program of individual study; participate in specialized programs;
15 work with recognized leaders in the field; or pursue graduate, professional, or
16 postdoctoral study, including work that is part of a relevant graduate degree program.

17 3. Program Development: The sabbatical leave may be used to develop new
18 teaching techniques; to collect materials for new programs; to develop new ways of
19 presenting material; to develop new curricula for implementation at FSU; to establish
20 linkages between FSU programs and other organizations, agencies, or institutions; or to
21 survey what is being done at other institutions as models for programs at FSU.

22 4. Research, Artistic, and Creative Activities: The sabbatical leave may be
23 used to pursue a variety of pure or applied scholarly projects that may be interdisciplinary
24 or focused within a discipline or area of specialization. Appropriate projects include
25 creation, studies, or critiques of works of art or artistic performances; investigations
26 undertaken to establish facts, principles, and techniques within a discipline; application of
27 the principles and techniques of one discipline to the problems of another; the systematic
28 collection, analysis, and interpretation of data to address a theoretical or practical
29 problem; and preparation of books, articles, lectures, exhibitions, or performances that
30 illuminate interdisciplinary connections or make theories, issues, or methods of the
31 faculty member's discipline or specialty accessible to wider audiences.

32 B. Eligibility - A member may apply for sabbatical leave after the completion of ten
33 (10) semesters of continuous employment, excluding summer. The sabbatical leave may take
34 place any time following the completion of the twelfth semester of continuous employment,
35 excluding summer.

36 A recipient of a sabbatical leave is eligible for a subsequent sabbatical leave only after
37 again fulfilling all of the above requirements, with time of employment being calculated from the
38 date of return from the previous sabbatical.

39 C. Duration - The duration of sabbatical leave shall be determined by the validity of
40 the request and the needs and resources of FSU. Sabbatical leaves may be granted for one (1) or
41 two (2) semesters or twelve (12) consecutive months but shall not exceed the period of time for
42 which the applicant is regularly appointed. Under special circumstances, determined by the needs

1 of the applicant and the interests of FSU, a sabbatical leave of two (2) or more non-consecutive
2 semesters may be granted so long as the total period on leave does not exceed the period of time for
3 which the applicant is regularly appointed.

4 D. Sabbatical Review Committee - Each college, the librarians, and the group
5 composed of the personal counselors/admissions counselors may elect from their tenured
6 members a college/unit sabbatical review committee consisting of at least three (3) tenured
7 members or one (1) tenured member from each unit elected by the members of that unit,
8 whichever is greater. Personal counselors and admissions counselors are one "unit" for purposes
9 of this section and, as a unit, are entitled to elect one (1) member from the unit to serve on the
10 All-University Sabbatical Review Committee, as established in Paragraph E of this section.
11 Each unit sabbatical review committee may publish the guidelines it follows to rank order
12 sabbatical leave requests.

13 The University has no liability in the event there is no sabbatical review committee or in
14 the event such committee fails to meet its responsibilities.

15 E. All University Sabbatical Review Committee - Each college, the librarians, and
16 the group composed of the personal counselors/admissions counselors may elect one (1) member
17 from its sabbatical review committee to serve on the all-university sabbatical review committee
18 which reports to the VPAA.

19 The University has no liability in the event there is no all-university sabbatical review
20 committee or in the event such committee fails to meet its responsibilities.

21 F. Application Procedure and Schedule – On or before October 15 of the year
22 preceding the academic year for which leave is requested, applicants must submit a complete
23 application (as described below in section 2) to their unit/college sabbatical review committee
24 and a copy to their department head/chair.

25 The dates and steps of the review process are as follows:

26 1. Prior to October 15 the member shall consult with their department
27 head/chair as they develop their sabbatical leave plan to be certain that the proposal is
28 consistent with the goals and objectives of the unit.

29 2. On or before October 15, the member shall submit their application
30 materials to their college/unit sabbatical review committee and to their department head.

31 The college/unit sabbatical review committee shall inform the applicant of an incomplete
32 application and the applicant shall have until November 1 to resubmit their application.
33 A complete application shall include the following:

34 a. A cover page;

35 b. A clear and concise list of objectives to be accomplished;

36 c. A detailed plan of activity to meet those objectives;

1 d. A discussion of the relationship of sabbatical activities to the
2 applicant's current assignment;

3 e. A signed and dated declaration form regarding:

4 i. Agreement to return to work at Ferris State University for
5 one year after completion of the sabbatical leave;

6 ii. Agreement to submit a final sabbatical leave report within
7 the first semester (excluding summer session) of return to work at Ferris;

8 iii. Agreement to immediately notify the VPAA, in writing, in
9 the event that proposed sabbatical leave activities change;

10 f. Appropriate intellectual property ownership documents if
11 intellectual property (copyrightable or patentable material) materials are being
12 developed during the sabbatical leave;

13 g. A listing of any non-Ferris remuneration to be rendered during the
14 sabbatical period;

15 h. A statement of where the sabbatical leave activity is to take place
16 and any special arrangements made with the college/university or organization
17 involved;

18 i. A bibliography pertinent to the proposed activity; and

19 j. A current resume.

20 3. On or before November 15: The college/unit sabbatical review committee
21 and the department head independently review and evaluate the applications on the basis
22 of their fulfillment of the purposes and eligibility for a sabbatical leave as listed in
23 Sections 10.4A and 10.4B of this Agreement. The committee and the department head
24 may choose to not recommend an application on the basis of a lack of completeness or on
25 the merit of the application relative to Section 10.4A. The committee and the department
26 head then independently forward to the dean a rank-ordered list of recommended
27 applications and an unranked list of non-recommended applications. A written
28 explanation for each non-recommended application shall also be forwarded to the dean.

29 4. On or before December 1: The dean reviews and evaluates the ranked and
30 unranked applications and forwards both the ranked and the unranked lists with
31 comments as received from the college/unit sabbatical review committee and may add
32 additional comments concerning any application to the VPAA. The VPAA shall convene
33 the university sabbatical review committee and forward all college/unit rank-ordered,
34 recommended applications to this committee.

35 5. On or before January 15: The University Sabbatical Review Committee
36 reviews and evaluates the applications. The Committee then creates a single rank-ordered
37 list from the rank-ordered college/unit recommended lists while maintaining the

1 individual college/unit sabbatical leave committees' rank-order. The Committee shall
2 forward these evaluations and a rank-ordered list to the VPAA.

3 6. On or before April 1: the VPAA reviews and evaluates all recommended,
4 rank-ordered applications received from the University Sabbatical Review Committee
5 and all non-ranked, non-recommended applications received from the individual deans
6 and college /unit sabbatical review committees. Following a discussion with the
7 University Sabbatical Review Committee, the VPAA may delete any ranked application
8 and/or add to the bottom of the rank-ordered list any non-recommended application. The
9 VPAA forwards a list of VPAA-approved applications in a rank order to the Board of
10 Trustees for official action and funding. The VPAA shall notify all applicants as to the
11 approval or rejection of their sabbatical leave requests and the final disposition of their
12 sabbatical leave requests: VPAA approved and funded; VPAA approved but not funded;
13 or VPAA not approved. All applications that are not approved or not funded must
14 receive from the VPAA an explanation which shall include specific suggestions for an
15 improved application.

16 7. On or before the end of the first semester following the sabbatical leave,
17 recipients shall prepare a final report detailing the sabbatical leave activities and submit
18 three (3) copies as follows: one copy to the college/unit sabbatical review committee via
19 the department head for evaluation; one copy to the University Sabbatical Review
20 Committee; and one copy to the FSU Library for the official FSU file. The college/unit
21 sabbatical review committee and department head will review and evaluate the final report
22 and forward the report with evaluation to the dean. The dean will review and forward the
23 report to the President via the VPAA. One copy of the report, with all attached evaluations
24 and comments (as well as any submitted rebuttal) shall be retained in the recipient's
25 personnel file. This report will contain the following elements:

- 26 A. A cover page;
27 B. A detailed description of sabbatical leave activities in relation to objectives
28 of the leave;
29 C. A list of publications (submissions) and/or papers presented (scheduled) as a
30 result of leave activities;
31 D. A list of graduate courses and/or seminars attended;
32 E. Plans for future work in the area of leave activity;
33 F. Impact of the leave on the applicant's professional responsibilities.

34
35 The written report, with all evaluative comments, shall be available to all evaluating
36 and/or decision- making personnel for purposes of subsequent sabbatical leaves,
37 promotions, and/or merit determinations.

38 G. Commitment to Return - Before a sabbatical leave is granted, the recipient must
39 execute a written agreement that in the event (s)he fails to return to employment at FSU at the
40 expiration of such leave and render services for a period of at least one (1) year thereafter in the
41 same capacity as when the leave started, the member will reimburse FSU for all sums paid by
42 FSU while on leave. The sums paid by FSU may be withheld by the University from sums owed
43 to the recipient, if any.

1 H. Compensation and Benefits - Compensation will be at full regular salary for
2 leaves of one semester and two-thirds (2/3) of regular salary for leaves longer than one (1)
3 semester and shall be paid according to University payroll procedures.

4 Sabbatical leave is full-time service for the purposes of computing length of service,
5 salary, promotions, assignments, sick leave, insurance, retirement, and other benefits accruing to
6 full-time service for which they would normally be eligible were they not on approved leave.

7 I. Termination - A sabbatical leave may be terminated before its expiration date
8 upon mutual agreement between the recipient and FSU.

9 J. Sabbatical Leave Changes: In the event that any of the proposed/approved
10 sabbatical leave activities change, the member shall immediately notify in writing the VPAA
11 describing the proposed changes to the sabbatical leave plan. The VPAA will determine the
12 appropriateness of these revisions and approve or disapprove the modifications to the plan. If
13 disapproved and no other alternative modification to the original plan can be identified and
14 approved by the VPAA, the leave shall be cancelled effective the date of that decision. The
15 decision of the VPAA is final, binding, and not subject to arbitration.

16 10.5 Jury Duty

17 A. A member selected for jury duty shall not suffer any loss of pay while serving as a
18 juror. Fees received for jury duty, excluding reimbursement for meals, mileage and lodging
19 expenses, shall be given to FSU.

20 B. A member must notify his/her department head as soon as (s)he is notified of
21 selection for jury duty.

22 C. Upon release from jury duty, a member must notify his/her department head as
23 soon as reasonably possible during normal working hours for instructions as to when (s)he
24 should report for work.

25 10.6 Absentee Replacement

26 A. When a member is absent other members may, but are not required to, fill
27 temporarily the vacancy. Replacement faculty must be approved by the department head.

28 B. If the vacancy is less than five (5) consecutive working days, the member(s)
29 filling the vacancy will do so as a professional courtesy without compensation. If the vacancy
30 lasts for more than four (4) consecutive working days, upon written request, the replacement
31 member(s) will be paid at the overload rate for each class period, retroactive to the first period
32 the replacement member taught.

33 10.7 Personal Leave Day

34 A. Twelve (12) month counselors and librarians are eligible for two (2) personal
35 leave days each fiscal year.

36 B. Personal leave days are not cumulative from year to year.

1 C. The second of the personal leave days may be taken only if the member has
2 accrued sick leave and will be charged to sick leave.

3 D. Personal leave days will be scheduled as mutually agreed with the department
4 head.

5 10.8 Military Leave

6 When a member is involuntarily called for emergency military duty, FSU will compensate
7 that person for the difference between contractual salary and the military pay and allowances for a
8 period of up to ninety (90) days. FSU will continue its required contribution to insurance and other
9 fringe benefits during this period, provided that the insurance carrier agrees to continue to provide
10 benefits for such member.

11

12 10.9 Fulbright Leaves

13 A. Members who apply for Fulbright leaves shall consult with their department head
14 prior to making such application.

15 B. Upon notification from the Council for International Exchange of Scholars that
16 their application has been approved, the member may submit the Fulbright application and the
17 notification of acceptance to their department head along with the sabbatical application form for
18 special sabbatical leave consideration.

19 C. Within ten (10) working days of receipt of these materials, the department head
20 shall submit them to the dean with his/her recommendation.

21 D. Within ten (10) working days of receipt of the materials, the dean shall submit
22 them to the VPAA with his/her recommendation.

23 E. Within ten (10) working days of receipt of the materials, the VPAA will convene
24 the university sabbatical review committee to consider the Fulbright candidate for consideration
25 as an exception to the standard sabbatical review process. If approved, the VPAA will
26 recommend approval of the Fulbright sabbatical to the Board of Trustees.

27 F. If approved, the Fulbright candidate will be subject to the compensation,
28 reporting, commitment to return, termination, sabbatical leave change and other provisions
29 pertaining to sabbatical leaves in this Agreement. Fulbright scholars approved for sabbatical
30 leaves under this section will be eligible to apply for sabbatical leave again after an additional ten
31 (10) semesters of continuous employment as a member at FSU.

32 10.10 Consulting leave

33 Members are eligible to apply for consulting leave in accord with Board policy and
34 academic affairs policy letters, as amended from time to time at the discretion of FSU.

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1 **Section 11 - UNPAID LEAVES**

2 A. Leaves of absence without pay may be granted at the discretion of FSU for such
3 purposes as professional growth, personal illness, professional service, public service, Fulbright
4 or exchange teaching.

5 B. A member's time while on such leave shall not be counted for tenure
6 requirements, sabbatical requirements, promotion/merit requirements, or in the determination of
7 years of service for the Voluntary Resignation Incentive Plan. (S)he will not receive pay for
8 holidays falling within the leave of absence, nor will (s)he accrue sick leave or vacation time, but
9 otherwise the member shall be entitled to those rights and benefits under the terms of this
10 Agreement which are under the control of the University, as if (s)he were continuously
11 employed.

12 C. A member is responsible for contacting the HR office of the University if (s)he
13 wishes to maintain at his/her own expense group insurance coverage, such as life insurance,
14 medical insurance and dental insurance during this period, if available through the insurance
15 carrier.

16 **Section 12 - HOLIDAYS AND VACATIONS**

17 12.1 Designated Holidays

18 A. All members will receive the following regularly scheduled holidays:

- 19 1. New Year's Day;
- 20 2. Memorial Day;
- 21 3. Spring mid-semester Friday recess (1 day);
- 22 4. Independence Day;
- 23 5. Labor Day;
- 24 6. Wednesday before Thanksgiving (after 12:00 p.m.);
- 25 7. Thanksgiving Day;
- 26 8. The day following Thanksgiving Day; and
- 27 9. December 25.

28 B. Members will not be required to report for duty from December 25 through
29 January 1 of each year; an announcement will be made of the specific dates on which the
30 University will be in operation.

31 C. When any holiday falls on Saturday, the preceding Friday will be designated as
32 the holiday; when any holiday falls on Sunday, the following Monday will be designated as the
33 holiday.

1 12.2 Vacations

2 Twelve (12) month members are eligible for twenty (20) days vacation each year which
3 accrue at the rate of 6.15 hours/bi-weekly pay period.

4 Earned vacation must be taken no later than the end of the year following the year in
5 which the vacation is earned.

6 **Section 13 - FRINGE BENEFITS**

7 13.1 Liability Insurance

8 All members are covered under a liability insurance policy of one million dollars
9 (\$1,000,000) per occurrence for the term of the agreement unless such coverage is only available
10 in a lesser amount, in which case such lesser amount will be maintained.

11 13.2 Health Insurance

12 Except as prohibited by law, FSU shall provide to all members on pay status and eligible
13 dependents the following MESSA benefits Options set forth below.

14
15 A. Option 1 (MESSA-Pak A):

16 MESSA Super Care 1, \$100/\$200 deductibles, with the \$10/20 Rx
17 Rider and the Preventative Care/Hearing Aid Rider.

18 Long Term Disability – 66 2/3%,
19 \$5,000 Maximum,
20 90 calendar days' modified fill,
21 Pre-Existing Condition Waiver,
22 Alcoholism/Drug – same as any other illness,
23 Mental/Nervous-2-year limitation, COLA;
24 Negotiated Life – \$50,000 AD&D;
25 Vision – VSP-2 Silver; and
26 Dental – 80, 80, 80, 1000-50, 1500
27
28

29 B. Option 2 (MESSA-Pak Choices II):

30 MESSA Choices II with \$10/20 Rx Rider

31 Long Term Disability – 66 2/3%,
32 \$5,000 Maximum,
33 90 calendar days' modified fill,
34 Pre-Existing Condition Waiver,
35 Alcoholism/Drug – same as any other illness,
36 Mental/Nervous-2-year limitation, COLA;
37 Negotiated Life – \$50,000 AD&D;
38 Vision – VSP-2 Silver; and
39 Dental – 80, 80, 80, 1000-50, 1500.
40
41

1 C. Option 3 (MESSA-Pak B):

2 Long Term Disability – 66 2/3%,
3 \$5,000 Maximum,
4 90 Calendar days' Modified Fill,
5 Pre-Existing Condition Waiver,
6 Alcoholism/Drug – same as any other illness,
7 Mental/Nervous-2-Year limitation, COLA;
8 Negotiated Life – \$50,000 AD&D;
9 Vision – VSP-2 Silver; and
10 Dental – 80, 80, 80, 1000-50, 1500.

11
12 Members electing MESSA-Pak B shall also receive One Hundred
13 Dollars (\$100.00) per month, less withholdings and deductions required
14 by law, or, in lieu thereof, may elect to apply this amount to any of the
15 Michigan Education Special Services Association Variable Option
16 Plans and/or MEA Financial Services Tax Sheltered Annuities.
17

18 FSU'S maximum contribution per year per member for Option 1 (MESSA-Pak A), Option 2
19 (MESSA-Pak Choices II), and Option 3 (MESSA-Pak B) benefits shall be determined as
20 follows:

21
22 Upon the University's receipt of the MESSA rates prior to the beginning of each plan
23 year, Pak rates for Options 1, 2 and 3 will be recorded. The non Pak rates for family,
24 dual and single coverage (Medical and Pharmacy) for the same options shall also be
25 obtained from MESSA. A calculated Pak cost for that plan year for family, dual, and
26 single coverage will be determined as follows:

27
28 (MESSA "Family" rate/MESSA Pak rate) x (MESSA Pak rate) = calculated family rate

29
30 (MESSA "Dual" rate/MESSA Pak rate) x (MESSA Pak rate) = calculated dual rate

31
32 (MESSA "Single" rate/MESSA Pak rate) x (MESSA Pak rate) = calculated single rate

33
34 The base University contributions per member toward MESSA benefits per plan year
35 shall be as follows:

	MESSA	
	<u>Options 1 and 2</u>	<u>Option 3</u>
	(ANNUAL)	(ANNUAL)
7/1/06 – 6/30/07	\$11,797.92	\$1,868.52
7/1/07 – 6/30/08	\$12,269.84	\$1,943.28
7/1/08 - 6/30/09	\$12,760.63	\$2,021.04
7/1/09 - 6/30/10	\$13,271.06	\$2,101.92

In addition to the contribution listed above for 7/1/09-6/30/10, the University will contribute \$250,000.00 to help defray health care costs in FY10 only for members electing Option 1 or 2. That additional amount shall be apportioned among those members on the basis of single, dual and family status and added to their annual University contribution for that year.

Each year's University contribution will be distributed per member according to the following formulas:

$(\text{MESSA "Family" rate} / \text{MESSA Pak rate}) \times \text{FSU annual contribution} = \text{calculated FSU annual family contribution}$

$(\text{MESSA "Dual" rate} / \text{MESSA Pak rate}) \times \text{FSU annual contribution} = \text{calculated FSU annual dual contribution}$

$(\text{MESSA "Single" rate} / \text{MESSA Pak rate}) \times \text{FSU annual contribution} = \text{calculated FSU annual single contribution}$

Member annual co-shares will be calculated as:

$\text{Calculated annual MESSA rate (family, dual, or single)} - \text{calculated FSU annual contribution (family, dual, or single)} = \text{calculated annual member co-share.}$

Co-shares will be deducted on a per-pay ratio throughout the year.

For FY07 the University will provide for an open enrollment period to allow members to select from Options 1, 2, or 3. This will be scheduled as soon as practicable based in coordination with MESSA.

1
2 Individual members are responsible for premium payments in excess of FSU'S maximum
3 contributions. FSU is authorized by this Agreement to deduct from member's payroll checks,
4 amounts in excess of the applicable maximum in order to cover full premium rates subject to the
5 terms and conditions of the applicable policy(ies). Other family riders may be available to
6 members at their expense through payroll deduction.

7
8 Members who provide acceptable "proof of coverage" and elect not to choose any of the above
9 insurance options will receive One Hundred and Fifty Dollars (\$150) per month, less
10 withholdings or deductions required by law, or, in lieu thereof, may elect to apply this amount to
11 any of the Michigan Education Special Services Association variable option plans and/or MEA
12 financial services tax sheltered annuities.

13
14 13.3 Flexible Spending Account:

15 FSU shall provide members the following flexible spending account benefits pursuant to
16 a qualified plan under Section 125 of the Internal Revenue Code:

17 1. Medical spending account;

1 2. Dependent care spending account; and

2 3. Insurance premium contributions.

3 Funding shall be through salary deduction. The program will become effective on or
4 before six (6) months from the date of this Agreement. The University will pay the cost of
5 implementation and administration.

6 13.4 Payroll Deduction - MEA Financial Services Programs

7 A. FSU shall make available to all members payroll deduction for all MEA Financial
8 Services programs and annuities.

9 B. Payroll deduction shall be available for all insurance programs as herein provided.

10 13.5 Implementation of Related Insurance Benefits

11 A. A member receiving a paid leave of absence shall have all insurance benefits
12 continue uninterrupted throughout the period covered by the paid leave of absence. "Paid leave
13 of absence" does not include leaves of absence during which the member is eligible for Workers'
14 Compensation benefits.

15 B. A member who is off work on a non-occupational sick leave of absence and who
16 is not receiving paid sick leave may continue his/her insurance programs, to the extent available
17 through the insurance carrier(s), by contributing the full premium for all desired insurance coverage
18 on or before the first of the month in which the premium is due. These contributions may be made
19 for a period of up to twenty-four (24) months or to the extent possible through the insurance carrier.
20 In cases of occupational sick leave, provided it is available through the insurance carrier, the
21 member shall not be limited as to the period during which (s)he may continue insurance coverage
22 through the timely payment of premiums.

23 C. In the event that a member dies, and providing that the health insurance policy
24 permits, FSU shall continue payments of applicable premiums for the spouse and/or dependents
25 of the deceased through the month of the death and continuing for the following two months.

26 D. A member assigned less than a full work load shall receive the same insurance
27 benefits as members assigned a full work load.

28 E. FSU shall pay insurance premiums for all members beginning:

29 September 1 for present employees;

30
31 The date of starting work for those hired after September 1.

32
33 Such coverage shall end on the member's date of termination, or as to members
34 who complete the academic year but do not return for the following academic
35 year, August 31, as applicable.
36

1 F. The open enrollment period shall be jointly established by FSU, the FFA, and the
2 insurance carriers. In the event the parties are unable to agree to a jointly-established open
3 enrollment period, the open enrollment period shall be established by the insurance carrier.

4 G. Terms and conditions for participation in the various benefit plans set forth above
5 are contained in full in the applicable master policies or insurance contracts which govern in
6 determining any questions regarding eligibility or benefits outlined in this section.

7 13.6 Travel Increment

8 A. A member who provides off-campus instruction shall receive a travel allowance in
9 accordance with FSU's institutional travel policy. In addition, for other than credit-bearing work
10 experience courses which are programmatic requirements and study abroad courses, a member
11 shall receive compensation for time in transit at the following rate:

12 Twenty dollars (\$20.00) per hour. The number of hours for which the member is to be
13 compensated for ground and air travel shall be as follows:

14 1. Ground travel (auto, bus and train):

15 Total standard round-trip mileage to and from the teaching location
16 divided by 55 equals the number of hours for which the member is to be
17 reimbursed.

18 2. Air travel:

19 A total of two (2) hours for pre- and post- flight activities plus the actual
20 flight time based upon scheduled departure and arrival times. Exceptions
21 may be approved with the concurrence of the dean.

22 B. Assignment for off-campus instruction shall be in the following manner:

23 1. If only one member who normally teaches the class volunteers to teach it
24 off campus, then (s)he will be assigned the class.

25 2. If more than one member who normally teaches the class volunteers, the
26 assignment shall be on a rotation basis.

27 a. The rotation list shall contain the names of those volunteers who
28 normally teach the class.

29 b. The original rotation list shall be based on seniority and the most
30 senior member shall be at the top of the list.

31 3. In the event there are no qualified volunteers for in-load off-campus
32 assignments, the department head may assign a qualified member in rotation in inverse
33 order of seniority. The unilateral decision of the department head will be subject to
34 review under Section 4.3.B of the Agreement and/or the grievance arbitration procedure.

35

1 13.7 Fee Waiver/Fee Reduction

2 It is the intent of FSU to recognize that members of the bargaining unit are encouraged to
3 attend cultural and athletic events at the University and that admission charges, if any, should
4 recognize their unique status. Retired members will be treated the same as current members
5 under this section.

6 13.8 Tuition Waiver

7 All current and former members who have retired pursuant to the provisions of this
8 Agreement may take FSU course offerings. The regular fees for such courses shall be waived
9 according to the following guidelines.

10 A. For any academic semester in which a member has academic responsibilities,
11 (s)he may take a maximum of two (2) courses that do not, individually or in aggregate, exceed
12 eight (8) credit hours.

13 B. Retired members may take FSU courses without limitation as to number and
14 credit hours and have the regular fees for such courses waived.

15 C. Current members may take FSU courses without limitation as to number and
16 credit hours and have the regular fees for the first eight (8) credit hours waived in any semester
17 in which (s)he has no academic responsibilities and is not excused therefrom due to sick leave or
18 other approved leave.

19 D. Enrollment in courses under this section is permitted as long as space is available
20 in the class and students of FSU are not displaced or denied a seat in the class. Regular students
21 are defined, for purposes of this provision only, as students not enrolled in the subject course as a
22 result of an employee tuition waiver.

23 13.9 Tuition Assistance Program for Employee Spouses and Children

24 A. Each member shall have available a tuition assistance program providing a waiver
25 of thirty percent (30%) of the cost of tuition fees at FSU each semester, or the alternative of
26 transferring the member's eight (8) credit hours, which shall be available to eligible spouses and
27 children of members. A decision regarding the alternative selected shall be made each semester.
28 A member is eligible for one (1) alternative per semester only.

29 B. A member's spouse or child shall be eligible for a tuition waiver if (s)he presents
30 evidence to the FSU Registrar's office confirming that:

31 1. (S)he has satisfied all admission requirements and is eligible to enroll for
32 course(s); and

33 2. (S)he is the spouse of a member; or

34 3. (S)he is a member's natural or adopted child who was twenty-four (24)
35 years of age or less on the first day of classes for that semester; or

1 4. (S)he is a stepchild who is twenty-four (24) years of age or less on the first
2 day of classes for that semester and is claimed by the member as a dependent on his/her
3 federal income tax return.

4 C. A member's spouse or child shall be subject to all University academic standards,
5 policies and practices and may be refused admission to the University, enrollment in course(s),
6 or continued enrollment at FSU the same as any other student of the University.

7 D. In no event shall more than sixty percent (60%) of the fees be waived nor more
8 than sixteen (16) credit hours be transferred for a spouse or child as above defined.

9 13.10 Kendall College of Art and Design (KCAD) Tuition Credit Program for Members

10 All current members pursuant to the provisions of this Agreement may enroll at KCAD
11 and be eligible to receive credit toward KCAD tuition up to a maximum of eight credit hours at
12 \$265.00 per credit hour.

13 A. For any academic semester in which a member has academic responsibilities,
14 (s)he may take a maximum of two (2) courses that do not, individually or in aggregate, exceed
15 eight (8) credit hours.

16 B. Current members may take KCAD courses without limitation as to number and
17 credit hours, subject to the tuition credit amount identified above, in any semester in which (s)he
18 has no academic responsibilities and is not excused therefrom due to sick leave or other
19 approved leave.

20 C. Enrollment in courses under this section is permitted as long as space is available
21 in the class and students of KCAD are not displaced or denied a seat in the class. Regular
22 students are defined, for purposes of this provision only, as students not enrolled in the subject
23 course as a result of an employee tuition credit.

24 13.11 KCAD Tuition Credit Program for Spouses and Children of Members

25 A. Each member shall have the alternative of transferring the member's eight (8)
26 credit hours at \$265.00 per credit hour, which shall be available to eligible spouses and children
27 of members.

28 B. A member's spouse or child shall be eligible for this transfer if (s)he presents
29 evidence to the KCAD Registrar's office confirming that:

30 1. (S)he has satisfied all KCAD admission requirements and is eligible to
31 enroll for course(s); and

32 2. (S)he is the spouse of a member; or

33 3. (S)he is a member's natural or adopted child who was twenty-four (24)
34 years of age or less on the first day of classes for that semester; or

1 4. (S)he is a stepchild who is twenty-four (24) years of age or less on the first
2 day of classes for that semester and is claimed by the member as a dependent on his/her
3 federal income tax return.

4 C. A member's spouse or child shall be subject to all KCAD academic standards,
5 policies and practices and may be refused admission to KCAD, enrollment in course(s), or
6 continued enrollment at KCAD the same as any other student of the College.

7 D. In no event shall more than sixteen (16) credit hours be transferred for a spouse or
8 child as above defined.

9 **Section 14 - SALARY**

10 14.1 General Provisions

11 Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum
12 requirements. FSU may provide salaries, salary increases and fringe benefits in excess of these
13 minima when such extra salaries and fringe benefits are essential for the maintenance or
14 improvement of the academic quality of the unit. A member on disciplinary probation will not
15 be afforded any salary increase during the year of that probation.

16 14.2 Percentage Increase to Base Salary

17 A. Base salaries will be increased each July 1 for twelve (12) month members and at
18 the beginning of the academic year for ten (10) month members. The amount of such increase
19 for the years 2006-07 through 2009-10 shall be as follows:

20 2006-07 – 2.0%
21 2007-08 – 3.0%
22 2008-09 – 3.0%
23 2009-10 – 3.0%

24
25 B. Base salary is defined for this section only as that continuing contractual monetary
26 commitment for services rendered according to primary contractual appointment and shall not
27 include any additional monies received that are not specifically designated to become part of said
28 contractual commitment.

29 C. The percentage increments set out at 14.2.A above shall be calculated after
30 immediate past year promotion/merit increases are added to base salaries.

31 D. New faculty hires during each year of this Agreement shall be eligible for Section
32 14.2.A salary increases only if specifically provided for in their initial appointments.

33 14.3 Supplemental Market Adjustments

34 The University recognizes that to attract and retain qualified faculty it is necessary to
35 make efforts to offer and maintain salaries that are competitive. To that end, the following salary
36 supplemental market adjustment plan will be administered from FY07 through FY10.

1 A. For the period FY07-FY10, the University shall make the following amounts
2 available for supplemental market adjustments:

- 3 1. \$300,000 for FY07
- 4 2. \$300,000 for FY08
- 5 3. \$300,000 for FY09
- 6 4. \$300,000 for FY10

7
8 B. These amounts will be used for supplemental market adjustments for eligible
9 bargaining unit members. In order to qualify, a member must be eligible for the across the board
10 salary increase described in 14.2 and have a salary below the mean for their discipline and rank
11 as determined in 14.3.C. In addition, eligibility shall be determined according to the following
12 criteria:

13 1. Any member who has received a promotion/merit increase during the
14 previous seven (7) years or who receives a promotion/merit increase during the period of
15 this Agreement, or

16 2. Any tenured member who has been determined in his or her post tenure
17 performance review to have met or exceeded the performance expectations of the
18 University in teaching, service and scholarship during the previous five (5) years, or

19 3. Any member who has attained tenure during the past five (5) years or who
20 attains tenure during the period of this Agreement, or

21 4. Any member who has successfully completed the pre-tenure review
22 process will qualify for a supplemental market adjustment for the year following that
23 review.

24 5. Loss of Eligibility: Any member who meets or exceeds the salary survey
25 average by rank and discipline, who has not received a promotion/merit during the
26 previous seven (7) years and is not eligible by means of successful completion of
27 performance review, or who is currently not eligible for an across-the-board salary
28 increase as provided in Section 14.2.A. shall be removed from consideration for a
29 supplemental market adjustment.

30 C. Market Data: Supplemental market adjustments will be based upon the salary
31 survey average by discipline and rank according to seniority group using the most current data
32 available from the CUPA-HR, ASEE, ASCO, AACP, ASAHP surveys preceding the
33 committee's first meeting as provided in 14.3.C.1.

34 1. Updated survey averages shall be determined by a supplemental market
35 adjustment committee comprised of two bargaining unit members appointed by the FFA
36 and two administrators appointed by the University. This committee shall meet annually
37 and not later than June 1st of each year to review the data sources used for supplemental
38 market adjustments.

39 2. Where appropriate, the same data sources used in the FY06 supplemental
40 market plan shall be used in determining adjustments for bargaining unit members being
41 considered for supplemental market adjustments in FY07, FY08, FY09, and FY10.

1 Disciplines falling outside of the FY06 supplemental market adjustment plan will be
2 reviewed and approved by this committee using the most current data available from
3 CUPA-HR, ASEE, ASCO, AACP, ASAHP surveys.

4 D. Supplemental Market Adjustment Calculation: The supplemental market
5 adjustment to which any member will be entitled shall be determined as follows:

6 Step 1: HR shall develop a spreadsheet showing the base salary in effect as of
7 July 1st of the new fiscal year, adding first all promotion and merit salary
8 increases approved during the previous academic year, and then applying the
9 projected across-the-board salary increase for that year.

10
11 Step 2: HR shall compare the resulting total for each member with the market
12 averages identified in 14.3.C in order to identify eligible members, excluding
13 those whose Step 1 adjusted salaries equal or exceed the market average for that
14 discipline and rank, or are otherwise ineligible to participate in the plan.

15
16 Step 3: HR shall total the number of eligible members in order to apply the
17 following formula. Those members holding the rank of “Professor” shall be
18 eligible to receive a “full share” of the calculated individual increase, but in no
19 event in excess of the amount that is necessary to raise the member’s salary to the
20 level of the comparable survey average salary for his/her discipline and rank.
21 Those members holding the rank of “Associate Professor” shall be eligible to
22 receive a “two-thirds share” of the calculated individual increase, but in no event
23 in excess of the amount that is necessary to raise the member’s salary to the level
24 of the comparable survey average salary for his/her discipline and rank. Those
25 members holding the rank of “Assistant Professor” or “Instructor” shall be
26 eligible to receive a “one-third share” of the calculated individual increase, but in
27 no event in excess of the amount that is necessary to raise the member’s salary to
28 the level of the comparable survey average salary for his/her discipline and rank.

29
30 EP = Number of Eligible Professors

31 EA = Number of Eligible Associate Professors

32 EAI = Number of Eligible Assistant Professors/Instructors

33 FS = Adjustment Amount (Full Share)

34 $(EP \times FS) + (EA \times (FS \times 2/3)) + (EAI \times (FS \times 1/3)) = \$300,000.00$

35 -----
36 By Example: (Assume 100 eligible Professors, 100 eligible Associate
37 Professors, and 100 eligible Assistant Professors/Instructors; “X” is a
38 “full share” adjustment)

39
40 $100X + (100X \times 2)/3 + (100X)/3 = \$300,000$

41
42 $X \text{ (“full share”)} = \1500

43
44 (Professors “full share” = \$1500; Assoc. Professor “two-thirds share” =
45 \$1000; Asst. Professor/Instructor “one-third share” = \$500.
46 -----
47

1 Step 4: Limitations
2

- 3 a. No supplemental salary adjustment shall exceed the survey average
4 for each eligible member's respective discipline and rank.
5
6 b. The supplemental market adjustment amount for members who
7 elect a reduced load under Section 16 of this Agreement will be
8 pro-rated in accordance with their workload.
9

10 Step 5: If the initial projected amount distributed through 14.3.D Steps 1 – 4
11 above results in a total of less than \$300,000, the difference shall be allocated
12 utilizing the procedure of Step 3 until the \$300,000 is fully allocated.
13

14 E. The supplemental market adjustments will take effect as of July 1 for 12-month
15 members and the beginning of the academic year for 10-month members.

16 F. This plan is effective only from July 1, 2006 through the expiration of this
17 agreement.

18 14.4 New Faculty Orientation

19 A. Prior to the beginning of the academic year in August, the Division of Academic
20 Affairs may sponsor an orientation program for new faculty members. Attendance at this
21 program is required.

22 B. New members shall receive an amount of \$500 for their attendance at this
23 program.

24 **Section 15 - PROMOTION AND MERIT INCREASES**

25 15.1 Promotion

26 Each college, the librarians, and the group composed of the personal counselors/admissions
27 counselors shall establish or maintain a promotion committee, composed of members, fifty
28 percent (50%) of whom shall be appointed by the dean. Current promotion policies of
29 college/group will continue and any changes will be implemented when approved by both the
30 dean and a majority vote of the promotion committee.

31 The criteria and procedures shall include the following:

32 A. Promotion policies will be limited to criteria and procedures for promotion to
33 assistant professor, associate professor and professor.

34 B. Degree and credit hour requirements presently being utilized will continue as
35 minimum standards for advancement.

36 C. Recommendations for exceptions to academic requirements will be considered
37 when other conditions warrant (e.g., license or certification, additional professional experience,
38 related professional recognition or achievement).

1 D. Merit increases are an addition to advancement in rank but not a substitute for
2 such advancement. Hence, the criteria and procedures for merit increases are the same as for
3 promotion with the following additions:

4 1. Merit increases can only be given to those who have been advanced in
5 rank to the maximum rank consistent with their promotion credentials as defined by the
6 appropriate college/group promotion policy.

7 2. A tenured bargaining unit member is eligible to apply for a merit increase
8 only after a minimum of four (4) years since his/her last advancement of rank or prior
9 merit increase.

10 3. Consideration will be given only to accomplishments of the applicant
11 since his/her last promotion or merit increase, or date of hire, whichever is more recent.

12 15.2 Promotion/Merit Procedures

13 A. For any academic year, each college/group shall have one (1) promotion/merit for
14 every fourteen (14) bargaining unit members. The number of promotions/merits available for
15 each college/group shall be as follows:

<u>Number of Bargaining Unit Members</u>	<u>Promotions/Merits</u>
0 – 13	0
14 – 27	1
28 – 41	2
42 - 55	3
56 – 69	4
-etc.-	

16 B. Fractional Portions

17 1. Fractional portions shall be computed by dividing the number of
18 bargaining unit members in a college/group that exceeds the minimum number in the
19 groupings above by fourteen (14) and then rounding to the nearest tenth.

20 Example: There are fifty (50) bargaining unit members in a
21 college/group. That college/group is entitled to three (3)
22 promotions/merits. In addition, the college/group is entitled to
23 carry over a fractional portion of six-tenths (.6) since fifty (50)
24 exceeds forty-two (42) by eight (8) and eight (8) divided by
25 fourteen (14) rounded to the nearest tenth is six-tenths (.6).

26 2. All fractional portions may be carried over by a college/group for use in
27 future years. When the accumulated total of such fractions equals one (1.0) in a
28 college/group, the college/group shall be entitled to an additional promotion/merit.

1 C. The candidate shall submit a portfolio to the promotion/merit committee. The
2 portfolio shall include a narrative explaining, at a minimum and in clear and explicit terms, how
3 the employee meets the college's eligibility criteria for promotion or merit. A copy of the
4 narrative shall be submitted simultaneously to the dean for review.

5 Each college/group promotion committee shall be responsible for transmitting a list to the
6 dean indicating:

7 1. The individuals applying for promotion within their college/group that it
8 recommends for promotion/merit. The number of recommendations shall be equal to or
9 less than the number of promotions/merits available for the college/group. If the number
10 of promotions/merits is less than the number of promotions/merits available in the
11 college/group, the unused promotions/merits may be carried forward for use in future
12 years.

13 2. A rank ordering for all of the additional individuals approved for
14 promotion/merit within the college/group.

15 3. If the dean believes a candidate does not meet the college eligibility
16 criteria for promotion/merit, the dean shall call a meeting of the committee to discuss
17 his/her concerns. If following this discussion, the committee does not change its
18 recommendation, the dean may strike from the list the candidate in question and shall
19 provide in writing and in clear and explicit terms, to the candidate, committee and the
20 VPAA, the reason the candidate was struck from the list based upon the college
21 eligibility criteria for promotion/merit.

22 4. The decision by the dean to strike a candidate shall be automatically
23 appealed to the VPAA. If the VPAA, upon review, agrees with the recommendation of
24 the committee, the candidate shall be restored to the list in his or her original rank order.
25 If the VPAA concurs with the dean, the recommendation shall automatically be
26 forwarded to the President for review and decision. The President shall either concur
27 with the recommendation of the committee or uphold the decision of the dean to strike
28 the candidate. The President shall issue his/her decision in writing, explaining the basis
29 for his/her decision in clear and explicit terms.

30 D. 1. The dean may add persons to the extra list generated by paragraph
31 15.2.C.2 in any position order which (s)he believes is appropriate but not altering the relative
32 order established by the college/group promotions/merit committee.

33 2. The dean shall forward the lists arrived at in sections 15.2.C and 15.2.D to
34 the VPAA and the college/group promotion/merit committee.

35 E. Pending conclusion of any appeal under the provisions of 15.2.C.4, the VPAA
36 shall forward the lists described in 15.2.D to the President who will recommend the lists arrived
37 at in 15.2.C.1, as amended for any person(s) whose name was struck by the dean and not
38 reinstated by the appeal process, to the Board of Trustees. In addition, the President shall
39 recommend to the Board of Trustees twelve (12) individuals from the lists determined in
40 15.2.D.1 maintaining the rank order within each college/group. If promotion or merit is granted
41 to an individual who fails to meet either the college/group criteria or contractual criteria for that

1 promotion or merit, this promotion or merit shall not be counted as one of the twelve (12)
2 promotions/merits granted by the President.

3 F. The provisions of this Section do not preclude the President from recommending
4 to the Board such additional promotions/merits as (s)he may deem appropriate (whether or not
5 the bargaining unit member is on any of the lists described above).

6 G. A member who receives a promotion/merit shall be deemed to have been awarded
7 an advancement of rank or merit increase with respect to Section 15 of this agreement and with
8 respect to any college/unit promotion/merit policy.

9 15.3 Compensation for Promotions/Merit

10 Upon promotion/merit a bargaining unit member shall receive an increase which in no
11 case shall be less than:

12		
13	Instructor to Assistant Professor	\$2,000
14		
15	Assistant Professor to Associate Professor	\$3,000
16		
17	Associate Professor to Full Professor	\$4,500
18		

19 The above amounts shall be pro-rated up for twelve (12) month bargaining unit members.

20
21 15.4 Degrees

22 A. A member who attains a new and higher degree from a fully accredited institution
23 of higher education in his/her discipline or related field of study shall receive a salary increment
24 added to his/her base salary in accordance with the schedule below, provided that the new degree
25 is the first of its level held by the member in his/her discipline or related field of study.

26	First baccalaureate	\$500
27	First masters in field of discipline	\$1000
28	First doctor's degree signifying professional curricula or	
29	specialist degree beyond masters in field of discipline	\$1250
30	First doctorate in field of discipline (generally	
31	the Ph.D. and Ed.D. or equivalent)	\$1500

32 B. A bargaining unit member entering a new degree program in a discipline directly
33 related to his/her teaching duties, or entering a program to obtain a second degree of the same
34 level in his/her discipline or a related field may receive payment in accordance with the above
35 schedule upon written approval, prior to entering such program, by the VPAA.

36 C. It is the intent of this section to provide the faculty member with some adjustment
37 to take account of his/her starting salary at FSU when (s)he lacked the degree in question.

1 D. Adjustments to salary under this section shall be effective the first complete pay
2 period following completion of the degree requirements, as verified by the registrar of the
3 applicable university or through its other official procedure.

4 **Section 16 - REDUCED WORK LOAD STATUS FOR FACULTY**

5 A. Eligibility – On attaining a combination of age and years of service at FSU
6 equaling seventy (70), a member may make application for reduced teaching load for a
7 predetermined period of time while continuing to be treated as a member for all other purposes.
8 Such application shall be submitted to the department head who shall forward it to the dean,
9 along with his/her recommendation. The dean shall forward the application to the VPAA, along
10 with his/her recommendation. The application shall be subject to final review and decision by the
11 VPAA.

12 B. Description of Reduced Workload Status

13 1. Members electing reduced workload status will receive a salary
14 proportionate to their workload. All fringe benefits shall continue. However, fringe
15 benefits based upon a percentage of compensation, such as F.I.C.A. and retirement
16 contributions will be reduced in accordance with the amount of salary reduction. The
17 workload reduction cannot be more than fifty percent (50%) without the written consent
18 of FSU.

19 2. If FSU and the member agree, a member with reduced load status may
20 accept additional courses/duties with a corresponding increase in his/her percentage
21 compensation for the semester.

22 However, reduced load members may not accept additional courses during the
23 regular academic year or during the summer semesters if a full-time member requests the
24 course as part of his/her regular workload or as an overload.

25 3. After electing reduced workload status the member involved may not
26 thereafter rescind such status without permission from FSU.

27 4. Workload assignments will be made in accordance with departmental
28 procedures.

29 C. Unless waived by FSU, a member requesting reduced load status must give one
30 (1) semester and preferably one (1) year written notice to his/her dean. The change in status must
31 start at the beginning of fall or winter semester.

32 D. A member and FSU may agree to a workload reduction on a temporary basis.

1 **Section 17 - RETIREMENT**

2 17.1 Retirement System Selection

3 A. Members:

4 Members presently in the Michigan Public School Employees' Retirement System
5 (MPERS) or any other available retirement program provided by the Michigan Public School
6 Employee's Retirement Act (such as MIP) must remain in such system or its successor until
7 retirement. Members presently in the FSU Tax-Deferred Annuity Plan (TIAA-CREF being one
8 of the Fund Sponsors under the Plan) must remain in such system or its successor until
9 retirement.

10 B. New Members:

11 Unless legally obligated to allow or require enrollment in MPERS, within thirty (30)
12 calendar days of the effective date of employment, a member must elect to participate in a
13 retirement program offered by FSU.

14 If an election is not made within the thirty-day (30-day) period, it will be conclusively
15 presumed that the member has decided to participate in the TIAA-CREF retirement plan or its
16 successor.

17 17.2 Retirement System Payments

18 A. Contributions on behalf of members participating in the basic MPERS or the
19 optional state retirement program (MIP), provided under authority of the MPERS, shall be
20 made by FSU pursuant to the Michigan Public School Employees' Retirement Act, as amended.

21 B. FSU shall pay into the retirement account of a member participating in the FSU
22 Tax-Deferred Annuity Plan (TIAA-CREF or other Fund Sponsor) twelve percent (12%) of the
23 member's earnings as a member.

24 17.3 Retirement System Vesting

25 A. Members participating in the basic MPERS or the optional state retirement
26 program (MIP), provided under authority of the MPERS, shall become vested pursuant to the
27 Michigan Public School Employees' Retirement Act, as amended.

28 B. Members participating in the FSU Tax-Deferred Annuity Plan shall be fully
29 vested, subject to the provisions of the Plan, in amounts attributable to the contributions properly
30 made under Section 17.2.B.

31 17.4 Other Retirement Benefits

32 A member who is between the ages of sixty-two (62) and the age for full social security
33 eligibility (i.e. no age penalty) at the time of his/her retirement shall receive MESSA health
34 insurance and the MESSA Delta Dental on the same basis as before retirement until (s)he
35 reaches the age for full social security eligibility. Such individuals, however, are not eligible for
36 medical reimbursement.

1 17.5 Notice of Retirement

2 In order to assure a smooth transition and provide for continuity of instruction, members
3 who are retiring must do so effective at the end of a semester and will notify their dean at least
4 seven (7) months prior to the date of their retirement. Such written notice will be waived in cases
5 of emergency requiring a member to retire, or in cases of mutual agreement between the member
6 and FSU. Unless waived, failure to give at least seven (7) months written notice will result in
7 forfeiture of ten percent (10%) of payment for accrued sick leave. Monies forfeited under this
8 provision will be contributed to the Student Emergency Loan Fund.

9 **Section 18 - OVERLOAD**

10 A. Additional sections of academic courses requiring part-time instructional staff will
11 be scheduled through the deans of the appropriate colleges. These sections may be staffed by
12 members of the full-time faculty, where schedules allow, on a voluntary basis, and acceptance on
13 a voluntary basis of such extra assignment shall not make the extra or additional assignment a
14 part of the member's workload, nor shall such additional responsibilities in any way be subject to
15 review of a member's workload.

16 B. The deans of the appropriate colleges may allow members of the full-time faculty
17 to teach in the various programs according to the following criteria:

18 1. A member with a full workload, including release time, may teach a
19 maximum of five (5) overload credit hours per semester under this policy;

20 2. Retrenched members, qualified to teach an overload class pursuant to
21 Section 7.6, shall have priority access to overload classes including priority over all
22 qualified full-time members;

23 3. A rotation list of interested members from within the discipline will be
24 maintained in the department office. A member may withdraw his/her name from this
25 list by mid-term of the preceding semester without his/her name being placed at the
26 bottom of the list;

27 4. Selection of members for these additional assignments shall be from the
28 rotation list of qualified members available and interested in the specific assignments;

29 5. Participation in this extra class responsibility will require full-time
30 members to be carrying full-time responsibilities, as defined by the departmental
31 workload policy; and

32 6. These added responsibilities shall not conflict nor interfere with the full-
33 time duties of the applicant. Any member applying for extra class responsibility under
34 this policy shall inform his/her department head in advance.

35 C. If all other factors are relatively equal, subject to B.2 above, consideration will
36 first be given by the dean and department head to the best qualified candidates among those
37 available from the members within the seniority group before going to other sources. Final
38 selection will be made by the deans and department heads.

1 D. The rate of payment for these lecture class responsibilities shall be:

2	FY07	\$60
3	FY08	\$65
4	FY09	\$70
5	FY10	\$75

6
7 E. Lab classes will be paid at the rate of fifty percent (50%) of the above rates.

8 **Section 19 - PART TIME INSTRUCTION**

9 A. Recognizing that the use of non-bargaining unit temporary and part-time faculty is
10 necessary for the efficient operation of the University, the University may establish and maintain
11 full-time equated (FTE) non-bargaining unit temporary and part-time faculty not to exceed the
12 following percentages (listed below) of members except as set out in 19B below.

13	FY07	16%
14	FY08	17%
15	FY09	18%
16	FY10 and thereafter	19%

17
18 For the purposes of this provision, part-time and temporary non-bargaining unit faculty
19 excludes clinical faculty, cooperative education, independent study work credited to department
20 heads/school directors, up to one-half (1/2) load per semester taught by department heads/school
21 directors, work performed because of a member being on a leave of absence, work performed
22 because of reduced workload under Section 16, non-bargaining unit temporary and part-time
23 faculty teaching at any location other than the FSU campus located in Big Rapids, and any
24 administrator within the division of academic affairs who teaches because there is no member
25 qualified and available.

26 The percentage of non-bargaining unit temporary and part-time faculty shall be
27 determined annually by using the "unranked" faculty, adjusted for the exclusions in the above
28 paragraph, if necessary, in the HEIDI report submitted to the state by the University as the
29 numerator and the number of members on the fall seniority report as the denominator.

30 B. In the event that non-bargaining unit temporary and part-time faculty exceeds the
31 percentages referred to in Section 19A, in the event any of such excess teach more than two
32 standard work loads in a department for four (4) consecutive semesters, excluding summer
33 semester and overloads, in an otherwise standard work assignment for a member in that
34 department, unless the need for teaching in such assignment has ended or will be reduced, upon
35 the completion of the four (4) consecutive semesters, FSU shall hire a full-time member for each
36 full-load equivalent beyond one (1) full-load assignment in that department.

37 C. No course shall be taught by a non-bargaining unit employee for more than one
38 (1) semester unless such employee's credentials have been made available for review if written
39 request is made by a majority of the members in the department.

40 D. Whenever one-third (1/3) of the members of a seniority group in which a course
41 being taught by a non-member petition for a new evaluation or whenever the department head

1 determines that a new evaluation of the non-member is necessary, the department head shall
2 institute a new review.

3 **Section 20 - VOLUNTARY RESIGNATION INCENTIVE PLAN**

4 Eligible full-time members may apply for the following benefits in return for a voluntary
5 resignation from employment.

6 20.1 Eligibility - In order to be eligible, the member must:

7 A. Have completed fifteen (15) consecutive years of employment with the University;

8 B. Be at least fifty-eight (58) and less than sixty-two (62) years of age at the
9 Effective Date of Resignation;

10 C. Have used all available vacation before resignation; and

11 D. Agree to voluntarily terminate all employment with the University.

12 20.2 Application Procedure

13 A. The member must make written application to his/her dean on or before
14 November 1;

15 B. The Board of Trustees will have final approval of all requests. For purposes of
16 this Section only, those whose requests are granted are referred to as "resignee;" and

17 C. The resignee must execute an effective release of all claims, including, but not
18 limited to claims under the Age Discrimination in Employment Act and the Older Workers
19 Benefits Act for which a lump sum payment of one hundred dollars (\$100.00) as additional
20 consideration will be paid.

21 20.3 Limitations

22 The University may limit the number of resignations under this plan.

23

24 Resignation will be effective at the end of the winter semester unless otherwise agreed by
25 the University.

26

27 20.4 Resignation Benefits

28 A. Beginning with the first month following date of resignation, and thereafter in
29 accordance with its payroll schedule, FSU will pay the resignee as follows:

30 1. Resignation at age fifty-eight (58) – Two hundred dollars (\$200.00) bi-
31 weekly until the resignee reaches age sixty-two (62); or

32 2. Resignation at ages fifty-nine (59) to sixty-two (62) - Three hundred and
33 thirty dollars (\$330.00) bi-weekly until the employee reaches age sixty-two (62).

1 B. Provided that the insurance carrier allows, the resignee may continue health
2 insurance as provided for active employees under this agreement only until the resignee (1) is
3 eligible for Medicare, (2) is eligible for full social security benefits (i.e., no age penalty), or (3) is
4 eligible for insurance paid for, in whole or in part, by another entity as the primary insured,
5 whichever occurs first. Under no circumstances will FSU contribute toward the premium for
6 insurance an amount greater than the amount it would have paid on the resignee's behalf had (s)he
7 remained employed by FSU. The member is responsible for any premium not paid by FSU.

8 C. Resignees shall be paid fifty percent (50%) of the cash value of their accumulated
9 sick leave up to two hundred (200) days, computed at his/her rate of pay at the time of
10 resignation. The maximum amount payable is the cash value equivalent of one hundred (100)
11 days' pay.

12 20.5 Term of Program

13 This program is effective only for the duration of the contract.

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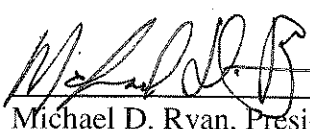
2 Section 21 - DURATION OF CONTRACT

3 This Agreement shall be in effect from July 1, 2006 until 11:59 p.m., June 30, 2010.

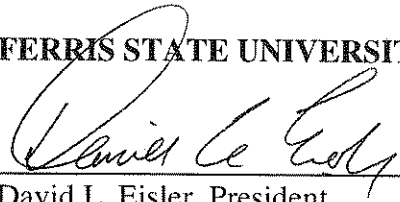
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FERRIS FACULTY ASSOCIATION

FERRIS STATE UNIVERSITY



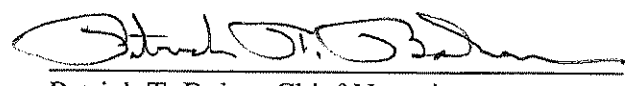
Michael D. Ryan, President




David L. Eisler, President

Bargaining Team Members

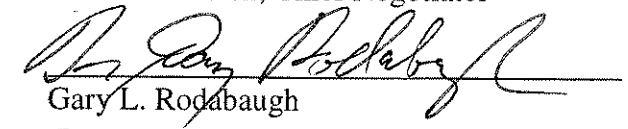
Bargaining Team Members



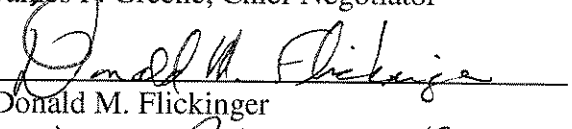
Patrick T. Bolen, Chief Negotiator



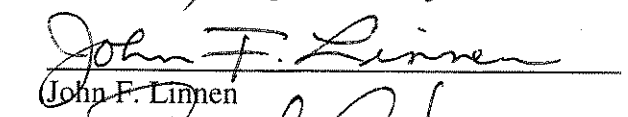
James R. Greene, Chief Negotiator



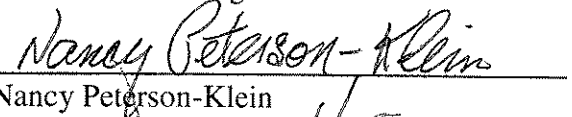
Gary L. Rodabaugh



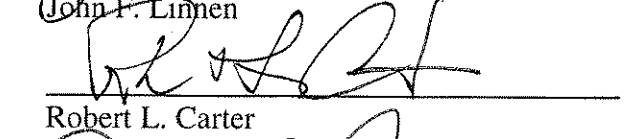
Donald M. Flickinger



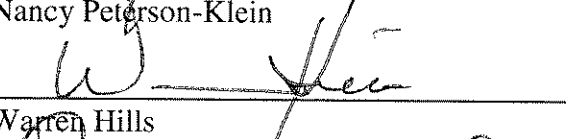
John F. Linnen



Nancy Peterson-Klein



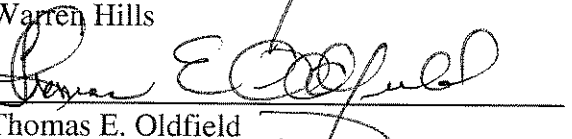
Robert L. Carter



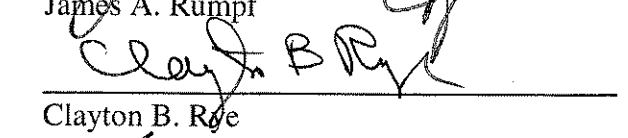
Warren Hills



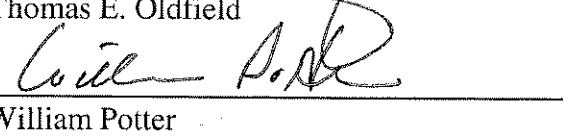
James A. Rumpf



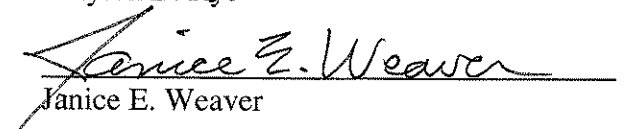
Thomas E. Oldfield



Clayton B. Roe



William Potter



Janice E. Weaver

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LETTER OF UNDERSTANDING

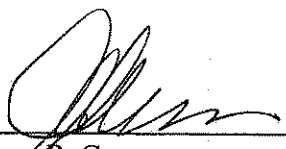
The following members who are employed by the University at the end of each contract year will receive the listed base salary adjustments after the application of all other contractual salary adjustments:

<u>Name</u>	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>
Chamberlain, Shari	\$847	\$847	\$847	\$847
Kammerdiner, Paul	\$1,316	\$1,316	\$1,316	\$1,316
Rosen, Frances	\$215	\$215	\$215	\$215
McMartin, Melinda	\$1,105	\$1,105	\$1,105	\$1,105
Buryk, Julia	\$1,250	\$1,250	\$1,250	\$1,250
Yax, Michelle	\$250	\$250	\$250	\$250
Shepherd, Jodi	\$2,211.55	\$2,211.55	\$2,211.55	\$2,211.55

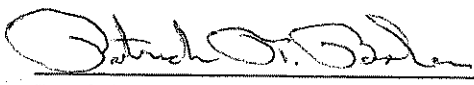
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For FSU:

For FFA:

 3/14/07

 James P. Greene Date
 Chief Negotiator

 3/16/07

 Patrick T. Bolen Date
 Chief Negotiator

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Letter of Agreement

INTELLECTUAL PROPERTY RIGHTS AND
ELECTRONIC DISTANCE LEARNING MATERIALSA. Introduction.

Ferris State University is dedicated to teaching, scholarly activity, and the extension of knowledge and services to the public, particularly the citizens of Michigan. The University community recognizes its responsibility to produce and disseminate knowledge. Inherent within this responsibility is the need to encourage the production of creative and scholarly works and the development of new and useful materials, devices, processes, and other Intellectual Property, some of which may have potential commercial value. These activities contribute to the professional development of the individuals involved, enhance the reputation of the University in which they work, provide additional educational opportunities for students, and promote the public welfare.

B. Applicability of this Agreement.

1. **Property Covered.** This Agreement addresses the creation, use and ownership of intellectual property including but not limited to the following (“Intellectual Property”):

- a. Copyrights (as defined in Title 17 of the *United States Code*, referred to herein as “Copyright Law”). This includes but is not limited to scholarly works, creative/artistic works, copyrightable software and courseware, and other developing areas including but not limited to multimedia works, and various forms of electronic communications including media used for distance learning.
- b. Patent rights (as defined in Title 35 of the *United States Code*, referred to herein as “Patent Law”). This includes and covers any new form of patentable Intellectual Property that may arise during the time this Agreement is in effect.
- c. Other. This Agreement will also include and cover any new forms of Intellectual Property that may be added to the above categories during the time this Agreement is in effect.

This Agreement further addresses the development and use of all type of materials used in distance learning by the University, as is more fully set forth below.

2. **Purpose.** The purpose of this Agreement is to protect the rights of the bargaining unit members; to clarify their relationship with the University; and to encourage the creation, offering, and use of quality distance learning programs whenever the

1 results of their scholarly activity or creative endeavors are patentable,
2 copyrightable, or otherwise commercially marketable.

3 3. Exclusions. In the event of a conflict between the provisions of this Agreement
4 and those of any duly authorized and executed agreement between the University
5 and a creator (or a person who assists in the creation of Intellectual Property), or
6 between the University and an external funding agency, the terms of the duly
7 authorized and executed agreement will prevail.

8 4. Persons Covered. This Agreement applies to all bargaining unit members working
9 with or without monetary compensation on any project under the direction and
10 control of the University.

11 Contracts and subcontracts shall include language determining the ownership of
12 Intellectual Property that is developed by those working under the terms of the
13 contract or subcontract. This is also true for those hired as independent
14 contractors.

15 5. Intellectual Property Covered by the Agreement. The Agreement covers all
16 Intellectual Property, including anything that is patentable, copyrightable, or
17 otherwise marketable and/or may be protected. This includes, but is not limited
18 to, the following: inventions, books, articles, study guides, syllabi, workbooks or
19 manuals, bibliographies, instructional materials, tests, video or audio recordings,
20 films, slides, transparencies, charts, other graphic materials, photographic or
21 similar visual materials, film strips, multi-media materials, three-dimensional
22 materials, exhibits, computer software, and web courseware or distance learning
23 materials, which are covered in greater detail below.

24 6. Any separate agreement with a bargaining unit member shall be consistent with
25 the terms and provisions of this Agreement. In addition, such agreements shall
26 provide a complete release of the Association.

27 C. Interpretation of this Agreement. The responsibility for the interpretation and
28 implementation of the provisions contained in this Agreement is delegated to the Vice President
29 for Academic Affairs (VPAA) or his/her designee for all of FSU (including FSU-GR), such
30 responsibility to be exercised in consultation with the General Counsel's office as needed.
31 Appeals of the decision made by the VPAA or his/her designee are to be made to the
32 University's Intellectual Property Rights Committee, which shall advise the President, who will
33 make the final decision for the University.

34 D. Intellectual Property Rights Committee. The Intellectual Property Rights Committee is
35 hereby established as a new FSU committee, whose membership shall consist of five persons
36 appointed by the President, one of which shall be a member of the faculty.

37 E. General Principles of Copyright Law.

38 1. Copyright Law applies to any original work of authorship, which has been fixed
39 in any tangible medium, including but not limited to computer media, from which
40 the original work can be perceived, reproduced, or otherwise communicated. A
41 copyright owner has the exclusive right to reproduce his or her work, prepare

1 derivative works, distribute by sale or otherwise, and display or perform the work
2 publicly.

3 Literary works; musical works; dramatic works; pantomimes and choreographic
4 works; pictorial, graphic, and sculptural works; motion pictures and other
5 audiovisual works; and sound recordings are all examples of materials that are
6 copyright protected. Copyright protection does not extend to any “ideas,
7 procedures, systems, methods of operation, concepts, principles, or discoveries”
8 as defined in Copyright Law.

9 2. Copyright is automatically conferred at the time the work becomes expressed in a
10 tangible medium of expression. Neither registration nor the copyright notice, ©
11 [owner’s name] [year of publication], is required, but this notice and either state
12 or federal registration may confer additional rights, defenses, statutory damages
13 and a right to recover attorney’s fees in any litigation that may take place
14 involving the copyright, and registration is required before a suit for infringement
15 can be filed.

16 The purpose of copyright, as set out in the *U.S. Constitution*, is to “promote the
17 progress of science and useful arts, by securing for limited times to authors and
18 inventors the exclusive right to their respective writings and discoveries.”
19 Copyrights last for the life of the author plus 70 years. For employers, copyright
20 protection of a work extends for 95 years from year of first publication or 120
21 years after creation. When the copyright expires, the work belongs to the public
22 domain. The copyright owner may put it in the public domain at any time by
23 expressly saying so.

24 3. The copyright may be held by a single author or by all those who contributed to
25 the creation of a collective work. If a work is created by a bargaining unit
26 member within the scope of his or her employment on the employer’s time or
27 using the employer’s resources, Copyright Law specifies that the employer owns
28 the copyright in the work, absent an agreement to the contrary. This is known as
29 the “work for hire” doctrine.

30 4. There has historically been an “academic exception” to the “work for hire”
31 doctrine. The academic tradition has been that faculty own the copyright on
32 course materials and books that they produce. The University’s implementation
33 of this exception is set forth under the ownership rights section of this Agreement.

1 F. Ownership Rights.

2 1. Ownership retained solely by creator.

3 a. Intellectual Property developed on the employee's own initiative, outside
4 his/her scope of University responsibilities, and without use of substantial
5 University resources (as defined in this Agreement) is owned by the
6 creator. If the Intellectual Property bears a reasonable relationship to
7 his/her employment responsibilities, then it is the employee's obligation to
8 show that the Intellectual Property was developed according to these
9 criteria.

10 b. Faculty shall have personal ownership of books, journal articles, other
11 written reports of scholarly activity, creative works of fiction, textbooks,
12 tests, course-related materials, slides, transparencies, bibliographies,
13 music, and art work and any other material that would fall within the
14 "academic exception" to the "work for hire doctrine" and which were
15 created without substantial University support. Intellectual Property
16 created by faculty while on sabbatical or "paid leave" shall be deemed
17 created with substantial University support, unless otherwise determined
18 during the application and approval process for the sabbatical or "paid
19 leave."

20 c. Ferris State University should be appropriately acknowledged in all
21 instances.

22 d. Ownership of multimedia materials, video and audio recordings, films,
23 and other works that are created with substantial University support and
24 resources is addressed elsewhere in this Agreement.

25 e. Inventions and other patentable property and software are excluded from
26 this list and are addressed elsewhere in this Agreement.

27 f. The University shall enter in a course development agreement with the
28 bargaining unit member at issue prior to the creation of any courseware or
29 product offered to be developed by the University, said agreement
30 incorporating a list of the material that the bargaining unit member shall
31 remain the owner of the intellectual property rights in the same.

32 2. Ownership rests with the University.

33 a. Intellectual Property rights are owned by the University and the net
34 proceeds shall be shared with the creator(s) even when the property is
35 considered a "work for hire," except as otherwise specified by a duly
36 authorized and executed contract and/or this Agreement.

37 b. Intellectual Property rights are owned by the University when the property
38 is offered to the University in the form of a gift or under terms of the
39 agreement, and the University agrees to accept the property. The

1 distribution of any income accruing from the property will be determined
2 according to the terms of the acceptance agreement.

3 c. Intellectual Property rights for inventions, whether patented or not
4 patented, other patentable products and software will be owned by the
5 University. Income derived from these types of Intellectual Property shall
6 be shared between the University and the creator as set forth later in this
7 Agreement.

8 d. Intellectual Property, which is not described elsewhere in this Agreement
9 and is developed with substantial University support, will be owned by the
10 University. Income derived from the Intellectual Property will be shared
11 as set forth later in this Agreement. Substantial University support
12 includes, but is not limited to, use of University facilities (other than one's
13 own office and standard office equipment and software); University-
14 owned equipment (including multimedia equipment, video taping
15 equipment, software or other equipment beyond that routinely supplied to
16 all bargaining unit members, except as provided through grants or by other
17 means); other staff salaries and effort; and computing and graphic
18 services.

19 3. Ownership determined by third party agreements.

20 a. Whenever there is a possibility that an externally funded project will result
21 in Intellectual Property, the ownership of that property will be determined
22 prior to the University accepting the award. If the funding agency is a
23 federal or state agency, then the standard practices of that agency will
24 determine ownership rights. The University's ownership rights *vis a vis* all
25 other sponsors will be determined by written agreement.

26 The other provisions of this Agreement will determine the employee's
27 ownership or income rights *vis a vis* the University.

28 4. Materials developed by bargaining unit members in conjunction with their
29 teaching and scholarly activity responsibilities.

30 a. The University disclaims ownership of:

31 i. Lecture notes, course outlines, hand-outs, class exercises, class
32 tests, etc. developed by bargaining unit members for use in their
33 own teaching activities or on their own initiative, even if the
34 materials have commercial value for use in other classes and at
35 other universities.

36 ii. Scholarly activity data or written reports of scholarly activity that
37 are developed on one's own initiative because one is pursuing
38 one's scholarly activity work, provided the scholarly activity is not
39 covered under other sections of this Agreement. However, where
40 the University may own all or part of the Intellectual Property
41 rights for inventions, software, or other patentable products, the

1 author and the University must consult and have written agreement
2 from the VPAA's office before publication of the written reports
3 so that the rights of both the author and the University may be
4 protected.

5 iii. The University agrees to execute and deliver at the request of the
6 creating bargaining unit member to perform any reasonable acts to
7 vest all rights, title, and interest in the materials described in
8 (4)(a)(i) and (4)(a)(ii) above in the bargaining unit member and/or
9 provide such person with evidence to support any of the foregoing
10 in the event such evidence is deemed necessary by the bargaining
11 unit member.

12 b. Except to the extent provided under (4)(a) above, the University shall have
13 ownership of:

14 i. All of its courses.

15 ii. Course syllabi that are submitted to departmental offices by
16 bargaining unit members for every course.

17 iii. Course outlines, class tests, proficiency exams, etc., that are
18 developed in response to a specific assignment beyond that of
19 preparing to teach one's own classes.

20 For example, course-related materials that were developed
21 specifically to benefit teaching activities of more than the
22 individual who developed the materials, such as a multi-section
23 course or as part of a series of lectures for use in some courses.
24 When it is initially made clear to the bargaining unit member that
25 these materials are for use by anyone who is responsible for the
26 course, then the University owns the materials.

27 iv. Instructional materials developed at the request of the University
28 Center for Extended Learning or any academic unit when the
29 individual is paid or receives release time for the development,
30 then it is a "work for hire."

31 c. Ownership of the Intellectual Property rights is not to be confused with the
32 University's right of access to materials. The University reserves the right
33 to review all materials used in the teaching of a course or in the conduct of
34 or resulting from scholarly activity at the University. These materials
35 must be made available upon request and at no cost to the University when
36 the University needs access to these materials in fulfilling its institutional
37 responsibilities. When the University requires access to the materials, it
38 will, to the best of its ability, do nothing that will impair the commercial
39 value of the materials to the employees.

40

1 5. Decision regarding ownership issues.

2 When there are questions of ownership, the initial decision about ownership shall
3 be made by the Vice President of Academic Affairs (VPAA) or his/her designee.
4 Any appeal of a decision made by the VPAA or his/her designee shall be made to
5 the University's Intellectual Property Rights Committee, which shall advise the
6 President, who shall make the final decision for the University.

7 G. Transferring Ownership Rights.

8 1. Copyrightable property. If the University determines that it does not wish to
9 retain the ownership of copyrightable materials, it may elect to place the materials
10 in the public domain, assign the ownership rights to an outside party, or offer the
11 rights to the creator, unless a third party agreement prevents such an assignment.
12 Any transfer of ownership must be in writing, and signed by the Vice President
13 for Administration and Finance or the President.

14 a. If the copyright is assigned to the creator, the University may require that
15 the University be allowed to use the copyrighted materials without charge;
16 provided such use is only on the University's campus or satellite campus.
17 A satellite campus is defined as any campus where the University is
18 delivering a course for credit or non-credit.

19 b. If the copyright is assigned to an outside party, the University may enter
20 into an agreement, which sells the copyright, licenses the copyright, or
21 gives the copyright to the third party. It may require that the University be
22 allowed to use the copyrighted materials without charge.

23 c. If the transfer of the copyright to a third party results in revenue for the
24 University, the principles of this Agreement or a written agreement
25 between the University and the bargaining unit member will determine if
26 and how those revenues will be shared with the creator.

27 2. Patentable property. If the University determines within six months from the date
28 the invention is reduced to practice and notice of the same is provided to the
29 University that it does not wish to patent, license, or otherwise market an
30 invention, the University will offer the Intellectual Property rights to the creator,
31 unless a third party agreement prohibits such an offer.

32 A mutually agreeable written agreement will determine the terms of the
33 ownership transfer. For the University, the agreement must be signed by the Vice
34 President for Administration and Finance or the President.

35 H. Responsibilities of Inventors and Authors.

36 1. Disclosure responsibilities.

37 a. If there will be no royalties or other income resulting from the Intellectual
38 Property and if it is absolutely unambiguous that, under the terms of this
39 Agreement, the ownership will be retained by the creator, there is no

1 obligation to report to the University the development of Intellectual
2 Property.

3 b. Prior to filing any patent or copyright applications and prior to signing any
4 agreements that will produce royalties or other income in regards to
5 Intellectual Property, the creator must notify the VPAA's office even if the
6 creator believes they have sole rights to the Intellectual Property.

7 No agreements should be signed until the VPAA's office provides written
8 confirmation that the University does not own the property.

9 2. Ownership rests with the University.

10 a. For potentially patentable products, as soon as the inventor recognizes that
11 there is a possibility of a patentable product or discovery and before
12 disclosing it to any party outside the University, the creator must notify
13 the VPAA's office about the product.

14 b. For Intellectual Property not subject to patent law; if there is any
15 possibility that the University will own the Intellectual Property rights, the
16 creator is encouraged to discuss the idea with the VPAA's office when the
17 creator first recognizes that the Intellectual Property will be developed.

18 c. If funding was provided by an external agency that requires notification
19 when Intellectual Property is developed, the principal investigator is
20 responsible for notifying the agency and the VPAA's office. The project
21 director is responsible for assisting the VPAA's office by providing the
22 necessary information and completing any required forms.

23 3. Ownership determined by third party agreement.

24 The VPAA's office, in consultation with the General Counsel's office should be
25 consulted for assistance in determining the appropriate disclosure procedures for
26 Intellectual Property developed pursuant to a grant or contract with an external
27 entity.

28 I. Other Responsibilities.

29 1. When the University owns the Intellectual Property rights, each creator is
30 expected to work cooperatively with the University and with anyone to whom the
31 University designates the right to evaluate or commercialize the Intellectual
32 Property.

33 2. When the University does not have an ownership interest in the Intellectual
34 Property, the name of the University shall not be used in connection with the
35 property without prior written permission from the VPAA's office, (such
36 permission shall not be unreasonably withheld), except as specified below:

37 a. Copyrightable materials may indicate that the author is an employee of the
38 University; and

- 1 b. If the University has provided substantial support in connection with
2 producing the work, the creator shall acknowledge in writing the support
3 of Ferris State University in producing the work.

4 J. Control of the Intellectual Property Owned by the University.

5 Appropriate University personnel are responsible for decisions regarding the patenting,
6 copyrighting, licensing, loaning, selling, or otherwise controlling the marketing and disposition
7 of Intellectual Property that is owned in whole or part by the University. When the creator is
8 entitled to a share of the earnings, the VPAA or his/her designee will consult with the creator
9 prior to finalizing any decisions. The creator has the right to appeal to University's Committee
10 on Intellectual Property Rights and no actions will be taken while a decision is being appealed.

11 1. Copyrightable property.

- 12 a. The University will determine, in consultation with the creator, whether to
13 file an application with the U.S. Copyright Office. If a copyright is
14 pursued, the author is expected to cooperate in filing the necessary
15 paperwork. All costs will be paid by the University or as otherwise agreed
16 in writing.
- 17 b. The University will develop and approve agreements about the assignment
18 of copyright and the publishing and/or marketing of the work. The creator
19 may not enter into any agreements to publish or otherwise market the
20 Intellectual Property, but he/she is encouraged to advise the University on
21 the best outlets for the copyrightable material.
- 22 c. As owner of the copyright, the University may allow or direct others to
23 create derivatives of the material, including course material developed as a
24 “work for hire” for the University Center for Extended Learning or other
25 academic units. Notwithstanding the terms and conditions contained in
26 this paragraph, if the creating bargaining unit member has used his or her
27 best efforts to comply with the applicable material terms and conditions of
28 this Agreement and/or Course Development Agreement, such bargaining
29 unit member shall have the option to elect to create any and all derivatives
30 of the materials at issue.

31 2. Patentable property.

- 32 a. The University will determine whether to pursue a domestic and/or foreign
33 patent, and if so, through what means. The University will also make
34 decisions relating to the licensing and marketing of patentable products.
- 35 b. The inventor will advise the University on the best course of action.
- 36 c. If the University wishes to file for a patent or for an evaluation for a
37 patent, the inventor will cooperate by completing all of the necessary
38 paperwork. All costs will be paid by the University or as otherwise agreed
39 in writing by the inventor and the University.

1 K. Sharing of Royalties or Other Income.

2 1. Ownership retained by creator (materials other than Distance Learning Materials).

3 Neither the University nor any of its employees should benefit financially from
4 the sale of materials that are developed solely for sale to Ferris State University
5 students (e.g., course packs).

6 2. Distribution of Royalties for Intellectual Property Owned by the University.

7 a. An agreement or contract between the University and the creator(s) will
8 specify whether the material is patented or copyrighted, what constitutes
9 the University's direct expenses in creating the material, who the
10 creator(s) are that receive distribution of royalties, and what percentage of
11 the distribution each contributor will receive and any related issues.

12 b. The determination of direct expenses will include, but is not limited to, the
13 costs associated with investigating and/or obtaining the patent, filing the
14 copyright, use of University resources, or other extraordinary resources,
15 such as outside consultants or resources not available from the University.
16 The University will recover its direct expenses incurred on patenting,
17 copyrighting, and licensing of the materials from its sales or licensing
18 proceeds before distributing the net proceeds remaining in accordance
19 with the following royalty schedule, except where Section L. applies or
20 unless otherwise agreed to by contract.

21 c. Sales and Licensing Proceeds shall include any revenues generated in
22 connection with the sale, license, and use of patentable or copyrightable
23 materials including any amounts recovered by the University, its licensees,
24 or sublicensees in connection with any infringement claims based on the
25 materials but excluding tuition.

Net Sales or Licensing Proceeds	Creator	College or Equivalent Unit	Academic Affairs or Division	General Fund
The first \$5,000	100%			
The portion between \$5,001 – \$50,000	60%	20%	20%	
The portion between \$50,001 – \$100,000	40%	30%	20%	10%
The portion over \$100,000	25%	15%	15%	45%

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1 L. Electronic Distance Learning Materials.

2 1. Definitions.

3 a. Distance Education is defined as a formal educational process in which the
4 instruction occurs when students and instructors are not in the same place.
5 Instruction may be synchronous or asynchronous, and employ audio,
6 video or computer technologies.

7 b. Electronic Distance Learning Materials are instructional materials or
8 courseware that require the creation of copyright-protected work in a
9 medium provided by the University. Electronic Distance Learning
10 Materials shall include all instructional materials produced, stored and/or
11 reproduced in any form including in any form of computer storage or in
12 digital format, such as on CD-ROM, digital video disc, and server hard
13 drives for access on computers, computer work stations, and through the
14 Internet/Extranet.

15 2. Copyright Ownership and Royalty Rights for Distance Learning Instructional
16 Materials.

17 a. Copyright.

18 i. The copyright of all Distance Learning Instructional Materials
19 shall vest in the University except as otherwise provided in this
20 Section L., or as otherwise provided in a written agreement
21 between the University and the bargaining unit member, so long as
22 the University asserts rights/ownership in the materials.

23 ii. If the University does not assert rights of ownership in the
24 materials within six (6) months from creation and notice to the
25 University, the ownership of such materials shall vest in the
26 creating bargaining unit member. The University agrees to execute
27 and deliver at the request of the creating bargaining unit member
28 and to perform any reasonable acts to vest all rights, title, and
29 interest in the materials at issue in the bargaining unit member
30 and/or provide such person with evidence to support any of the
31 foregoing in the event such evidence is deemed necessary by the
32 bargaining unit member, except to the extent such ownership issues
33 are addressed in separate written agreement between the parties.

34 iii. The University shall bear all costs in protecting the materials.

35 iv. All such materials will be marked with a “© Ferris State
36 University” indicator in a manner appropriate to the medium and
37 the bargaining unit member shall receive full credit on the
38 materials as the named author or principal developer of all copies
39 of the materials. The bargaining unit member, however, shall have
40 the right to remove his or her name from any copies of the
41 materials upon written notice of the same to the University. For

1 materials recorded on fixed media, such as videotapes or CD-
2 ROMs, the developer will place a warning at the beginning of each
3 recording or affixed as a label on the medium that Ferris State
4 University owns the copyright and that it is against federal
5 copyright law to duplicate the recording.

6 b. Related Issues.

7 i. Copyright Ownership.

8 Bargaining unit members own the copyrights in scholarly works
9 created by the bargaining unit members and any and all additional
10 materials that would fall within the “academic exception,”
11 including, but not limited to, those materials specifically listed on
12 any Appendix attached to any applicable Course Development
13 Agreement. Therefore, bargaining unit members shall hold
14 copyright in electronically published materials they create solely
15 on their own initiative. Copyright in final works created under
16 contract, with substantial support from the University, and/or as
17 works for hire reside with the University. As a result of the
18 University’s ownership of the approved distance learning course,
19 it shall have the exclusive right to reproduce, sell, market, lease,
20 license, commercially exploit, publish, and distribute the approved
21 distance learning course; provided, nothing contained in this
22 sentence shall prohibit or bar the bargaining unit member from
23 retaining or making copies, royalty free, of the works for use in
24 connection with his or her University teaching, scholarship and
25 research, creating compilations or other composite works and as a
26 part or use in the bargaining unit member’s personal or
27 professional portfolio or for job, tenure, or graduate school
28 interviews or consulting profession, upon receiving the prior
29 written consent of the University, such consent shall not be
30 unreasonably withheld. The obligations, representations,
31 warranties, confirmations and acknowledgements of the parties set
32 forth herein shall continue, survive and shall remain in full force
33 and effect after termination or expiration of this Agreement or the
34 termination of the bargaining unit member’s employment
35 relationship with the University, if applicable, and shall be binding
36 upon and inure to the benefit of the parties and their
37 administrators, heirs, successors and assigns.

38 ii. Course Development.

39 Bargaining unit members may receive release time or other
40 compensation as determined by the appropriate dean(s) for duties
41 performed in the best interests of the University’s distance
42 education instructional program, including the development of
43 electronically published course materials. Courseware created by

1 bargaining unit members receiving course release or receiving
2 other compensation is the property of the University.

3 iii. Revision Rights.

4 Bargaining unit members that have used their best efforts to
5 comply with the material applicable terms of this Agreement
6 and/or Course Development Agreement shall have the right to
7 elect to update, edit and otherwise revise electronically developed
8 course materials that become out of date, or, in certain
9 circumstances may by agreement with the University, place a time
10 limit upon the use of electronically developed course materials that
11 are particularly time sensitive, regardless of who owns copyright
12 in the electronically developed course materials. Such rights and
13 limitations may be negotiated by the bargaining unit member and
14 the University in advance of the creation of the electronically
15 developed course materials and should be reduced to writing.
16 Absent a written agreement, each bargaining unit member will
17 have the right and moral obligation to revise work on an annual
18 basis in order to maintain academic standards. If a bargaining unit
19 member chooses to revise the work and the revision is made in a
20 satisfactory manner, the bargaining unit member retains the right
21 to full royalties and fees as set forth herein. If the University
22 believes a revision is necessary and no timely revision is made, or
23 the revisions made do not maintain academic standards, the
24 University may refuse to market the product, employ another
25 bargaining unit member, faculty member, staff member or other
26 person to update the work, and charge the cost of doing so against
27 any royalties or fees paid to the original author.

28 iv. Royalties.

29 In accordance with this Agreement, bargaining unit members shall
30 receive all royalties that may accrue from the commercialization of
31 electronically published course materials they create on their own
32 initiative, unless they are commercialized through the joint effort
33 of the bargaining unit member and the University, then royalties
34 shall be shared pursuant to written agreement. The University
35 retains all royalties that may accrue from the commercialization of
36 electronically published course materials created by bargaining
37 unit members pursuant to contract or as a work for hire, including
38 electronically published course materials created as a condition of
39 employment, except as otherwise provided in this Agreement.
40 Copyright law permits joint owners to pursue commercialization
41 either jointly or separately, with accounting.

42 Other circumstances may require review on a case-by-case basis.
43 Absent a written agreement to the contrary, specific division of
44 royalties is addressed in subsection xi below. In instances of joint

1 ownership between bargaining unit members where the University
2 also retains rights to royalties, the bargaining unit members shall
3 mutually agree in writing as to the division of royalties. Absent a
4 written agreement of division of royalties, the bargaining unit
5 members shall divide their share pro rata based on the number of
6 bargaining unit members, faculty members, staff members, or
7 other persons who have contributed to the materials at issue.

8 v. Contributed Materials.

9 Liabilities may be incurred with respect to the inclusion of
10 materials in electronically published course materials other than
11 materials created by the author of the electronically developed
12 course materials and inclusion of voices or images of persons in
13 the electronically developed course materials, including audience
14 members and guest lecturers. It is the policy of the University that
15 all faculty and staff comply with the law, including copyright and
16 privacy laws; therefore, it is the responsibility of the creator of
17 electronically published course materials (normally the bargaining
18 unit member) to obtain all permissions and releases necessary to
19 avoid infringing copyright or invading the personal rights of
20 others. The bargaining unit member shall be deemed to have
21 complied with the obligations contained in this paragraph if he or
22 she has used his or her best efforts upon reasonable due diligence
23 to comply with the same. Nothing contained in this paragraph,
24 Agreement, and/or Course Development Agreement shall prohibit
25 or bar any bargaining unit member from requesting defense and
26 indemnification under the Legal Representation and
27 Indemnification Policy provided in Board Policy and/or Business
28 Policy Letters.

29 vi. Use of University's Name.

30 Bargaining unit members must observe the same requirements that
31 apply in other contexts with respect to the use of the University's
32 name as set forth in this Agreement.

33 vii. Protecting the Work.

34 The University will determine whether to register the copyright
35 and will be responsible for enforcement of University-owned
36 works. Bargaining unit members will make such decisions and take
37 such steps to protect works they own. Any one of the authors of a
38 joint work may register and enforce the copyright in the names of
39 all owners, with accounting upon giving prior written notice of
40 same to the other joint owners.

1 viii. Retention of Nonexclusive License.

2 Except in Category I, as set forth in subsection xii below, the
3 University shall retain an exclusive educational license to
4 reproduce and use the electronically developed course materials in
5 teaching University classes on or off campus. Compensation to the
6 bargaining unit member for use of the course shall be as specified
7 below in subsection xii.

8 ix. Administration.

9 The VPAA shall be responsible for the administration of this
10 Agreement and applying the Agreement equitably throughout the
11 University. The bargaining unit member should meet with his/her
12 department head and dean to determine which category the
13 electronically published materials will be assigned and the
14 ownership, institutional resource commitment, and the royalties. A
15 copy of the agreement will be forwarded to the VPAA's office for
16 their review and assurance that the Agreement is being applied in
17 an equitable manner. The VPAA shall inform the dean and
18 department head of any inequitable applications of the Agreement
19 and it shall be the responsibility of the VPAA or his/her designee,
20 dean, and department head to resolve the issue with the bargaining
21 unit member. If the bargaining unit member and the dean and
22 department head cannot resolve the issue, the VPAA or his/her
23 designee will resolve the issue. Appeals of the decision made by
24 the VPAA or his/her designee are made to the University's
25 Intellectual Property Rights Committee, which shall advise the
26 President, who makes the final decision for the University.

27 x. Ownership Rights and Compensation Relative to Category.

28 Category I – Totally Bargaining Unit Member Generated.

29 The work resulting from an individual's efforts on his own
30 personal time without any direct support from or through the
31 University and without the use of any University resources beyond
32 those normally provided by the University. The individual owns
33 the property and may receive compensation for the work and
34 retains distribution rights. Notwithstanding the foregoing, the
35 individual may negotiate with the University for the use of the
36 materials within the University and for the sale of the property
37 outside the University.

38 Category II – University contracts with a Bargaining Unit
39 Member to Develop a Work

40 A bargaining unit member is contracted to develop a specific
41 product. The University provides all resources for the work. The
42 work was carried out totally as a part of the bargaining unit

1 member's assigned time or for additional compensation. The
2 University owns all Intellectual Property in the final products other
3 than the material incorporated into the final products that fall
4 within the "Academic Exception" and those materials specifically
5 listed on any Appendix to any applicable separate written
6 agreement, and has an exclusive educational and commercial
7 ownership and license authority. The bargaining unit member is
8 not entitled to payment of royalty except to the extent the proceeds
9 are generated by the University as a result of sale or license of the
10 Products to a third party and except to the extent otherwise
11 provided under this Agreement and/or as agreed in a separate
12 written agreement.

13 Category III

14 The bargaining unit member is using a work that he/she created as
15 part of teaching at the University using, in whole or in part,
16 University resources. The University owns all Intellectual
17 Property except as otherwise agreed in writing or as set forth in
18 this Section. There will be no extra compensation beyond normal
19 teaching compensation for use of the work on its campuses or
20 satellite campuses as defined in Section G. and except as otherwise
21 agreed in writing.

22 xi. Sale of Courses and Royalties.

- 23 a. After consultation with the bargaining unit member and
24 dean, the University may sell courses in a variety of media.
- 25 b. FSU office or offices identified by the VPAA will consult
26 with the bargaining unit member and dean to sell a selected
27 course prior to the start of class.
- 28 c. FSU office or offices identified by the VPAA will be
29 responsible for producing the copies in appropriate format
30 as well as for any special editing required and packaging
31 for shipment.
- 32 d. The bargaining unit member will be afforded the
33 opportunity to review segments of the course prior to its
34 sale and for the duration of the use and distribution by the
35 University as long as employed by the University. The
36 bargaining unit member may request editing or re-
37 recording from the University. Final decisions regarding
38 requests for re-editing or re-recording will be made by the
39 VPAA or his/her designee, after consultation with the
40 appropriate department head and dean.

- 1 e. Net proceeds received from the sale of courses (e.g.,
2 royalty or fee payments to the University or any amount
3 recovered by the University in connection with any claim
4 of infringement based on the courses) will be distributed
5 with the bargaining unit member(s) receiving 40%, the
6 division 20%, the bargaining unit member's college and
7 department 20%, and the general fund 20%, in accordance
8 with the royalty schedule set forth in Section K. 2.
- 9 f. FSU office or offices identified by the VPAA, in
10 conjunction with the Vice President for Administration and
11 Finance, may also market and sell noncredit programs for
12 which it holds licensing and distribution agreements.
13 Royalties for the use of such a program will be paid to
14 individuals, both internal and external to the University,
15 according to the licensing and distribution agreement
16 executed for the specific program.
- 17 xii. Compensation for Use of Course/Materials.
- 18 a. If an entirely previously recorded course is offered for
19 credit in subsequent semesters, the bargaining unit member
20 who created and/or taught the course may be given first
21 right to administer/teach and revise the rebroadcast of the
22 course, provided that he or she has used his or her best
23 efforts to comply with the applicable material terms of this
24 Agreement and/or any applicable written agreement.
- 25 b. If the bargaining unit member who created and/or taught
26 the course is unable or declines to administer/teach the
27 course, the sponsoring department may recruit another
28 bargaining unit member, faculty member, staff member, or
29 other person with appropriate expertise to administer the
30 course, but the bargaining unit member who created and/or
31 taught the course shall be paid a fee of one-tenth (1/10th) of
32 overload pay, so long as they are employed at the
33 University for the first three (3) years after development of
34 the material. The bargaining unit member is responsible
35 for requesting this payment. The bargaining unit member
36 will be responsible for consulting with and providing
37 support to other bargaining unit members, faculty
38 members, staff members or other persons using the course
39 materials.
- 40 c. If an entirely previously-recorded course is offered in
41 additional sections, the sponsoring department may recruit
42 other bargaining unit members, faculty members, staff
43 members, or other persons with appropriate expertise to
44 administer/teach the additional sections, but the bargaining

1 unit member who created and/or taught the course shall be
2 paid a fee of one-tenth (1/10th) of overload pay. The
3 bargaining unit member is responsible for requesting this
4 payment. The bargaining unit member will be responsible
5 for consulting with and providing support to other
6 bargaining unit members, faculty members, staff members
7 or other persons using the course materials.

8 xiii. Licensing Agreements and Releases.

- 9 a. Whenever the University produces a video program, those
10 who appear in the program (i.e., the talent) may be required
11 to sign a release permitting the recording and use of an
12 “image of their person and sound of their voice.” The
13 VPAA or his/her designee will be responsible for obtaining
14 signed releases during the production of technology-based
15 programs provided the bargaining unit member has used his
16 or her best efforts upon reasonable due diligence to provide
17 the VPAA or his or her designee with the necessary
18 information needed to obtain such releases, the University
19 shall hold the bargaining unit member harmless from any
20 and all claims, costs and expenses arising in connection
21 with the same.
- 22 b. The VPAA or his/her designee and/or bargaining unit
23 member is responsible for obtaining all releases for
24 Intellectual Property used in the production of technology-
25 based programs and executing licensing agreements with
26 those holding the copyrights for such Intellectual Property.
- 27 c. Vice President for Administration and Finance will be
28 responsible for developing and executing license
29 agreements for programs produced by the University. At a
30 minimum, each agreement will include stipulations that:
- 31 1. the licensee will not duplicate the recording, unless
32 expressly provided in the license;
 - 33 2. the license is provided for a specified period of
34 time, usually one year;
 - 35 3. the licensee will not retransmit the program, unless
36 expressly provided in the license; and
 - 37 4. the licensee will not edit or resell the program.

38 M. Term.

39 The term of this Agreement shall be for the duration of the current 2006-2010 Agreement
40 between the Ferris Faculty Association and the Ferris State University Board of Trustees.

1 N. Reporting and Payment.

2 The University shall provide the bargaining unit member and the President of the
3 Association with annual statements related to any applicable patentable or copyrightable
4 materials (the “Materials”) indicating the quantity of the Materials sold, licensed or distributed
5 and the amount due the member in accordance with this Agreement and shall simultaneously pay
6 to the bargaining unit member the amount shown due the bargaining unit member in such
7 statement. The University shall keep accurate books of account and records at its principal place
8 of business covering all transactions related to the Materials, and the bargaining unit member or
9 his/her agents shall have the right, at reasonable hours of the day, to audit not more than once
10 annually, the University’s books of account and records on ten (10) days prior notice. Should an
11 audit by the bargaining unit member or his/her agents establish a deficiency between the amounts
12 found to be due and the amount actually paid or reported by the University, the University shall
13 pay the member’s amount of the deficiency, plus interest at a rate of one percent (1.0 %) per
14 month from the date such amount became due until the date of payment. The University shall
15 remit payment in such amount within thirty (30) days of the bargaining unit member’s delivery
16 to the University of written notice of the same. The University shall keep all such Materials,
17 books of account and records available for at least four (4) years after the date its rights granted
18 herein to the Materials are hereby terminated and/or from the date the bargaining unit member’s
19 employment with the University is terminated.

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COURSE DEVELOPMENT AGREEMENT

This Course Development Agreement (“CDA”) is made and freely and voluntarily entered into this ___ day of _____, 20___ by and between Ferris State University (hereinafter referred to as “FSU”) and _____, whose address is _____ (hereinafter referred to as “the Course Developer”).

BACKGROUND

- A. FSU agrees to have created the approved distance learning course _____ (course title and number) which will be included in the curriculum at FSU, pursuant to the responsibilities contained in Attachment C-1 (Course Developer Responsibilities);
- B. The Course Developer agrees to create for FSU the approved distance learning course (“the approved distance learning course”) in exchange for the compensation described herein;
- C. FSU and the Course Developer recognize the mutual benefits to be derived from creation of the approved distance learning course and the necessity for faithful performance of the terms and conditions of this CDA;

NOW THEREFORE, the parties hereby mutually agree as follows:

- 1. The Course Developer will create, for approval, the distance learning course in accordance with the FSU requirements for distance learning courses. A set of suggested guidelines for tasks to be performed by the Course Developer are set forth in Attachment C-2 (Suggested Online Course Development Guidelines - filling out this chart is optional).
- 2. As used in this CDA, the term “approved distance learning course” includes, without limitation, all materials submitted to FSU in accordance with this CDA, including but not limited to videotapes, audio tapes, text, graphics, study guides, syllabi, tests, study aids of any type, written protocols, outlines, drafts, articles or other literary work in any format, including paper, electronic, computer-readable, machine-readable, CD-ROM, sound or video recording.
- 3. In consideration for the services to be provided by the Course Developer under this CDA, the Course Developer shall receive either a stipend or release time. The Course Developer and his/her department head and/or dean shall discuss and come to mutual agreement as to what form of compensation—stipend or release time—will be made. If a stipend, the Course Developer shall be paid \$1,700.00 per credit hour for the first year of this Agreement and this amount shall be increased annually at the rate of the increase in the base salary as indicated in Section 14.2 for ___ (___) credit hour(s) upon the completion of the development of the approved distance learning course and execution of the Distance Learning Course Completion Checklist and Course Payment

1 Authorization Form in Attachment C-3 through the duration of this Agreement. If
2 release time, the Course Developer shall receive release time for ____ (____) credit
3 hour(s) of teaching during the _____ Semester of _____ (year) for the
4 completion of the approved distance learning course and execution of the
5 Distance Learning Course Completion Checklist and Course Payment
6 Authorization Form (Attachment C-3). Whether stipend or release time
7 compensation is made, the Course Developer shall also receive any royalties
8 earned under the Royalty Rights for Distance Learning Instructional Materials
9 provision of the Intellectual Property Rights and Electronic Distance Learning
10 Materials policy (see Appendix B of the 2006-2010 Collective Bargaining
11 Agreement between the Ferris State University Board of Trustees and the Ferris
12 Faculty Association/MEA/NEA) incorporated herein by reference. This
13 compensation—stipend or release time—shall be treated as regular compensation
14 and as such shall be subject to all standard benefits, taxes, and withholdings.

15 4. The Course Developer warrants that all of his/her work associated with the
16 creation, preparation, construction or development of the approved distance
17 learning course will be in accordance with the provisions of the 2006-2010
18 Collective Bargaining Agreement between the Ferris State University Board of
19 Trustees and the Ferris Faculty Association/MEA/NEA including Appendix B,
20 the Intellectual Property Rights and Electronic Distance Learning Materials
21 Agreement.

22 5. The Course Developer will work with _____ (dean) of
23 _____ (college) and/or the dean of the
24 University Center for Extended Learning or his/her designee, and/or the dean of the
25 College of Professional and Technological Studies at Ferris State University-
26 Grand Rapids or his/her designee [and, if necessary, the Vice President for
27 Academic Affairs (“VPAA”)] to develop the distance learning course.

28 6. If the completed version of the distance learning course is not accepted by
29 _____ (dean) of _____ (college) or the
30 dean of the University Center for Extended Learning or the dean of the College of
31 Professional and Technological Studies at Ferris State University-Grand Rapids,
32 as set forth in Paragraph 5 above and Attachment C-3 (Distance Learning Course
33 Completion Checklist and Course Payment Authorization), the Course Developer
34 will make reasonable efforts and allocate a reasonable amount of time to resolve
35 any outstanding issues or concerns. The VPAA will attempt to resolve any
36 disputes that cannot be resolved by mutual agreement between the deans and the
37 Course Developer. If compensation takes the form of a stipend, after the
38 completed course is accepted, the dean of _____ (college)
39 or the dean of the University Center for Extended Learning or the dean of the
40 College of Professional and Technological Studies at Ferris State University-
41 Grand Rapids will process the Distance Learning Course Completion Checklist
42 and Course Payment Authorization Form (Attachment C-3) for payment of
43 stipend. If compensation takes the form of release time, after the completed
44 course is accepted, the dean of _____ (college) or the dean
45 of the University Center for Extended Learning or the dean of the College of
46 Professional and Technological Studies at Ferris State University-Grand Rapids

1 will process the Distance Learning Course Completion Checklist and Course
2 Payment Authorization Form (Attachment C-3) to acknowledge that release time
3 obligations have been met.

4 7. Upon request, before the distance learning course are accepted as set forth above,
5 the Course Developer agrees to make reasonable changes related to the Course
6 Developer Responsibilities listed on Attachment C-1 and allocate a reasonable
7 amount of time in the making of the same to the distance learning course as
8 deemed necessary by the _____ (dean) of _____
9 (college). The Course Developer shall make any such changes within a mutually
10 agreed upon timeline.

11 8. The Course Developer's signature on the Distance Learning Course Completion
12 Checklist and Course Payment Authorization Form (Attachment C-3) also
13 constitutes his/her agreement to grant, assign, transfer and relinquish to FSU all
14 present, future or potential rights, including patent rights, copyrights or other
15 intellectual property rights, in the approved distance learning course, including the
16 right to modify, rearrange or create derivative works. Notwithstanding the terms
17 and conditions of the preceding sentence, FSU agrees and acknowledges that all
18 works created by the Course Developer, and owned exclusively by the Course
19 Developer, prior to the creation of the approved distance learning course that is
20 the subject matter of this CDA, including but not limited to, those works or items
21 specifically listed in Attachment C-4 (List of Works Created and Owned
22 Exclusively by Course Developer Prior to Creation of Distance Learning Course)
23 and attached and made a part of this CDA (to be delivered before the course
24 development work begins), and that is incorporated in the Course, is and shall
25 remain the intellectual property of the Course Developer. Course Developer
26 grants an irrevocable nonexclusive license to FSU to use these materials as
27 incorporated in the Course or subsequent versions of the Course or in derivative
28 works. FSU further agrees that, provided Course Developer has used his or her
29 best efforts to comply with the material terms and conditions of this CDA, and
30 while an employee at FSU, Course Developer shall have the right to elect to make
31 any and all modifications, rearrangements, updates and/or create any and all
32 derivative works of the approved distance learning course. As a result of FSU's
33 ownership of the approved distance learning course, it shall have the exclusive
34 right to reproduce, sell, market, lease, license, commercially exploit, publish, and
35 distribute the approved distance learning course; provided, nothing contained in
36 this sentence shall prohibit or bar the Course Developer from retaining or making
37 copies, royalty free, of the approved distance learning course for use in
38 connection with his or her FSU teaching, scholarship and research, creating
39 compilations or other composite works and as a part of or use in the Course
40 Developer's personal or professional portfolio or for job, tenure, or graduate
41 school interviews or consulting profession upon receiving the prior written
42 consent of FSU, such consent shall not be unreasonably withheld. The Course
43 Developer will cooperate fully with and assist FSU, at FSU's expense, in
44 obtaining patent protection, copyright protection, or any other intellectual
45 property protection for the approved distance learning courses that FSU may
46 desire. Nothing contained herein grants such license to any other person or entity
47 or grants the Course Developer any right to convey or grant to any third party any

1 rights whatsoever in the approved distance learning course or employ or permit
2 any third party to teach the approved distance learning course in any educational
3 setting. The obligations, representations, warranties, confirmations and
4 acknowledgements of the parties set forth in this paragraph shall continue, survive
5 and shall remain in full force and effect after termination or expiration of this
6 CDA or the termination of the Course Developer's employment relationship with
7 FSU, if applicable, and shall be binding upon and inure to the benefit of the
8 parties and their administrators, heirs, successors and assigns. Notwithstanding
9 the foregoing, the Course Developer's right to receive compensation or royalties
10 under this CDA, right to revise or update, and right to teach the course shall
11 terminate with the termination of his/her employment with FSU.

12 9. The approved distance learning course contains trade secrets, confidential
13 information and proprietary information. It is the express intention of the parties
14 hereto that FSU shall remain the sole owner of all proprietary information which
15 is in any way related to the approved course, which information, as a matter of
16 necessity is known or may be disclosed, in whole or in part, to the Course
17 Developer in the development of the approved course. Title to all proprietary
18 information and to the approved course, whether in the form of documents, data,
19 software programs or otherwise, shall at all times belong to FSU. The approved
20 course shall not be used or divulged to others by the Course Developer without
21 FSU's prior, written consent. Any such proprietary information shall remain with
22 and be returned to FSU. Notwithstanding the terms and conditions of the
23 preceding sentence, FSU agrees and acknowledges that all works or proprietary
24 information created by the Course Developer prior to the creation of the approved
25 distance learning course that is the subject matter of this CDA, and owned
26 exclusively by the Course Developer, including but not limited to, those works or
27 items specifically listed in Attachment C-4 (List of Works Created and Owned
28 Exclusively by Course Developer Prior to Creation of Distance Learning Course),
29 attached and made a part of this CDA (to be delivered before the course
30 development work begins) is and shall remain the sole property of the Course
31 Developer; and the parties further agree that nothing contained in this sentence
32 shall prohibit or bar the Course Developer from retaining or making copies,
33 royalty free, of the proprietary information owned by FSU for use in connection
34 with his or her FSU teaching, scholarship and research, creating compilations or
35 other composite works and as a part or use in the Course Developer's personal or
36 professional portfolio or for job, tenure, or graduate school interviews or
37 consulting profession, upon receiving the prior written consent of FSU, such
38 consent shall not be unreasonably withheld.

39 10. Based on information and belief after exercising reasonable due diligence, to
40 Course Developer's knowledge, the Course Developer represents and warrants
41 that s/he has full power to enter into this CDA; that the materials s/he will provide
42 do not violate any rights, are not defamatory, libelous, or obscene; and do not
43 infringe upon any statutory or common law copyright. Nothing contained in this
44 paragraph shall prohibit or bar the Course Developer from making a claim under
45 the Legal Representation and Indemnification policy contained in Business Policy
46 Letter 99:10 (Attachment C-5).

- 1 11. If Course Developer is a teaching faculty member at FSU, the Course Developer
2 hereby acknowledges the approved distance learning course developed pursuant
3 to this CDA is developed and created pursuant to the Course Developer's
4 employment with FSU and not on an independent contractor basis. The Course
5 Developer however acknowledges that the approved distance learning course is
6 being created pursuant to the specific request, order and commission of FSU. The
7 parties hereto expressly agree that the approved distance learning course shall be
8 considered a work made for hire, owned solely by FSU, except to the extent
9 ownership shall remain or vest in the Course Developer as set forth in paragraphs
10 8 and 9 above.
- 11 12. The Course Developer acknowledges that the restrictions contained herein are
12 reasonable and necessary and that any violation of these restrictions would cause
13 substantial injury to FSU. In the event of any material violation of this agreement
14 by either party, FSU and the Course Developer shall retain the right to seek
15 money damages, preliminary and permanent injunctive relief, and/or any other
16 remedies at law.
- 17 13. FSU and the Course Developer release and discharge the Ferris Faculty
18 Association from any and all known claims, demands, actions, causes of action,
19 damages, obligations, agreements and/or losses of every kind and description
20 whether in law, in equity, or otherwise, which it may have ever had or have upon
21 the execution of this Agreement, against the Ferris Faculty Association arising out
22 of this Agreement.
- 23 14. This CDA and the Intellectual Property Rights and Electronic Distance Learning
24 Materials (Appendix B of the 2006-2010 Collective Bargaining Agreement
25 between the Ferris State University Board of Trustees and the Ferris Faculty
26 Association/MEA/NEA) herein incorporated constitute the entire agreement
27 between the parties hereto concerning the subject matter hereof. It may not be
28 changed orally, but only by an agreement in writing, signed by the parties against
29 whom enforcement of any waiver, change, modification, extension or discharge is
30 sought.
- 31 15. The invalidity or unenforceability of any particular provision of this CDA or the
32 related attachments shall not affect its other provisions, and this CDA shall be
33 construed in all respects as if such invalid or unenforceable provision were
34 omitted.
- 35 16. This CDA may be executed in one or more counterparts, but in such event, each
36 counterpart shall constitute an original, and all such counterparts shall constitute
37 one CDA.
- 38 17. This CDA shall be construed and performance hereunder shall be governed by
39 and controlled by the 2006-2010 Collective Bargaining Agreement between the
40 Board of Trustees of Ferris State University and the Ferris Faculty
41 Association/MEA/NEA including Appendix B, the Intellectual Property Rights
42 and Electronic Distance Learning Materials Agreement, the laws of the State of

- 1 Michigan, with the exception of the provisions dealing with patent and copyright
2 protection, which shall be governed by federal law.
- 3 18. The waiver by either party of a breach of any portion of this CDA by the other
4 party shall not operate or be construed as a waiver of any subsequent breach.
- 5 19. Any controversy or claim arising out of, or related to this CDA, or the
6 interpretation or breach thereof, shall be settled by binding arbitration as set forth
7 in Section 9.3 – Step 5 – Arbitration of the 2006-2010 Collective Bargaining
8 Agreement between the Board of Trustees of Ferris State University and the
9 Ferris Faculty Association.
- 10 20. The Course Developer shall have full control of the substantive and intellectual
11 content of the approved distance learning course, both at the time of its production
12 and any time during the use by FSU subject to the oversight consistent with
13 normal FSU curricular processes. Notwithstanding the foregoing, others using the
14 materials to teach the approved distance learning course shall have the right to
15 exercise their own academic freedom in delivering the approved distance learning
16 course while adhering to the approved course standards, if any, of the academic
17 college in which the course originates.
- 18 21. Supplemental Updates. Subject to the terms and conditions of this CDA as set
19 forth above, the Course Developer may at his/her discretion produce any revised
20 or supplemental materials or reflect developments or insights that come to the
21 Course Developer’s attention following completion of the approved distance
22 learning course.
- 23 22. Procedures for Updates. In the event the Course Developer becomes aware of the
24 need or desire to produce a supplemental update to the approved distance learning
25 course, the Course Developer shall notify, in writing, the department head/dean
26 that offers the course of such a need. Upon delivery of the written notice, the
27 Course Developer shall thereby have the authority to create the supplemental
28 materials as soon as practically possible but in any event no later than the period
29 of forty-five (45) calendar days after delivery of the written notice. If the
30 department head/dean recognizes the need to prepare such a supplemental update,
31 the department head/dean may deliver a written notice to the Course Developer,
32 which shall also authorize the Course Developer to make such updates as soon as
33 practically possible but no later than the subsequent forty-five (45) calendar days.
- 34 23. Pending Updates. Before updates or supplemental materials are ready for
35 distribution with the approved distance learning course, FSU and the Course
36 Developer or others using the materials shall use their best efforts to coordinate
37 with the Course Developer regarding the continued use of portions of the
38 approved distance learning course that may not reflect current or the most
39 accurate information. Absent agreement between FSU and the Course Developer,
40 FSU shall use its best efforts to inform users of the approved distance learning
41 course about the availability of current or more accurate information.

1 24. The Course Developer shall receive full credit as the named author or principal
2 developer of all copies of the approved distance learning course prepared by or
3 authorized by FSU. The Course Developer shall have the right to remove the
4 Course Developer's name from any copies of approved distance learning course
5 made or authorized by FSU upon written notice of the same to FSU.

6 25. Right to Teach. Provided that the Course Developer has complied with the
7 materials terms and conditions of this CDA, the Course Developer who has
8 created the approved distance learning course shall have the first option to teach
9 the course for which the approved distance learning course shall be used. This
10 option shall be exercised within a reasonable manner and period of time.
11 Notwithstanding the foregoing option, FSU shall have the right to reasonably
12 distribute its courseload among the faculty available to teach its courses in a
13 manner consistent with the Collective Bargaining Agreement.

14 26. All notices and other required communications must be in writing and will be
15 deemed to have been duly received: (a) five (5) business days after the date of
16 mailing if sent by registered or certified U.S. Mail, postage prepaid, with return
17 receipt requested to the address specified below; or (b) when delivery is made in
18 person, or sent by a commercial courier service. Notices must be sent to the party
19 at the address shown below or to such other place as the party may subsequently
20 designate for receipt of notices.

21 If provided to FSU, mail or give to:
22
23 Vice President for Academic Affairs
24 Ferris State University
25 1201 S. State St., CSS 310
26 Big Rapids, MI 49307

27
28 If provided to Course Developer, mail or give to:
29
30 Name: _____
31
32 Address: _____
33
34 City/Zip: _____
35

36 27. Neither this CDA nor performance hereunder can be assigned without FSU's
37 prior, written consent and, upon any such assignment, this CDA shall be binding
38 upon all successors and assigns hereto.
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1 IN WITNESS WHEREOF, the undersigned parties have caused this CDA to be executed under
2 their hands and seals this _____ day of _____, 20____.

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COURSE DEVELOPER

FERRIS STATE UNIVERSITY

By: _____
Its: Vice President for Academic Affairs
or his/her designee

By: _____

Copies of signed contract sent to:

- Dean of the College of _____
- Dean of the University Center for Extended Learning or
- Dean of the College of Professional and Technological Studies
- Vice President of Academic Affairs (File Copy)
- President of the Ferris Faculty Association

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Course Developer Responsibilities

- Provision of the following items in Word, FrontPage or PowerPoint format or another mutually agreeable format
 - a. Instructor profile – instructor photo is optional
 - b. Course Syllabus, including
 - Course description
 - Prerequisite skills or knowledge
 - Textbook and other instructional materials
 - Goals and learning outcomes
 - Course assignments and activities (general statement)
 - Face-to-face requirements (if any)
 - Grading scale – an explanation of the grading scale to be used for the overall course (for example, will there be a point system, will there be a letter grade system, if so will plus and minus variations be used, etc.)
 - Performance standards (student assessment or performance criteria) – an explanation of the criteria by which students will be graded for the overall course (for example, what are the characteristics/qualities/achievements of an A or outstanding student, or a good student, etc.)
 - Schedule of events (may be done by calendar dates or by week or by another format) – it is understood that, for pedagogical reasons or unforeseen circumstances, the instructor may need to change the schedule as the class progresses
 - Bibliography and web links
 - c. Course communication standards – an explanation of how and when the instructor intends to communicate with students in the class (for example, instructors should include their phone and fax numbers, e-mail address, and standard mailing address, as well as the time the instructor anticipates it will typically take to respond to student inquiries and assignments)
 - d. Course assignments and activities
 - Directions
 - Assignments
 - Submission criteria
 - Evaluation criteria
 - Feedback
 - e. Course materials (graphics, notes, slides, reading materials, etc.) that will be used online or on a CD ROM
- Copyright clearances for the use of others’ instructional materials and images in the online course. UCEL will assist the course developer in securing the copyright permissions
- Participation in meetings
 - a. Course development planning meeting (at which the suggested guidelines in Attachment C-2 (Suggested Online Course Development Guidelines) may be used to develop a plan)
 - b. Course development status meetings
 - c. Course completion checklist and payment authorization sign-off meeting

Suggested Online Course Development Guidelines – filling out this chart is optional

COURSE NUMBER AND TITLE: _____

Course Completion Date (developed and ready for online delivery): _____

	Task Name	Assigned To:	Target Date	Finish Date
1	Welcome statement			
	Overall course goals			
	Course description and organization			
	Enter into WebCT			
2	Instructor's information			
	Instructor's bio			
	Instructor availability			
	Instructor's philosophy on TL			
	Enter into WebCT			
3	Syllabus			
	Course Number			
	Course Name			
	Course Credit			
	Required text			
	*****Course Policies*****			
	Academic Honesty			
	Grading/Evaluation & Criteria			
	Incompletes			
	Assignments/late			
	Discussion Questions/Answers			
	Netiquette			
	Tone			
	Participation			
	Weekly Summary			
	Where to Go for Course Materials			
	WebCT Tool Description and Explanation			
4	Calendar of course			
	Enter into WebCT			
5	Table of contents			
	Units			
	Topics			
	Organized by week			
	Enter into WebCT			
6	Course content			
7	Course content outline for weekly activities			
	Week 1 - learning outcomes/content			
	Week 1 – DQ			
	Week 2 - learning outcomes/content			

	Week 2 – DQ			
	Week 3 - learning outcomes/content			
	Week 3 – DQ			
	Week 4 - learning outcomes/content			
	Week 4 – DQ			
	Week 5 - learning outcomes/content			
	Week 5 – DQ			
	Week 6 - learning outcomes/content			
	Week 6 – DQ			
	Week 7 - learning outcomes/content			
	Week 7 – DQ			
	Week 8 - learning outcomes/content			
	Week 8 – DQ			
	Week 9 - learning outcomes/content			
	Week 9 – DQ			
	Week 10 - learning outcomes/content			
	Week 10 – DQ			
	Week 11 - learning outcomes/content			
	Week 11 – DQ			
	Week 12 - learning outcomes/content			
	Week 12 – DQ			
	Week 13 - learning outcomes/content			
	Week 13 – DQ			
	Week 14- learning outcomes/content			
	Week 14 – DQ			
	Week 15 - learning outcomes/content			
	Week 15 – DQ			
	Link content			
8	Quizzes			
	Enter and link in WebCT			
9	Exams			
	Enter and link in WebCT			
10	Papers			
	Enter and link in WebCT			
11	Assignments			
	Course finished and on WebCT for delivery			

Distance Learning Course Completion Checklist
Course Payment Authorization

Date: _____ Course Name: _____ Course #: _____

We, the undersigned, agree that the following items have been completed and verified and are included in the online course:

_____ Instructor profile – instructor’s photo is optional

_____ Course Syllabus

- Course description
- Prerequisite skills or knowledge for the course
- Textbooks and other instructional materials
- Goals and learning outcomes
- Course assignment and activities (general statement)
- Face-to-face requirements (if any)
- Grading scale
- Performance standards (student assessment or performance criteria)
- Schedule of events (may be done by calendar dates or by week or by another format)
– it is understood that, for pedagogical reasons or unforeseen circumstances, the instructor may need to change the schedule as the class progresses
- Bibliography and Web Links

_____ Course communication standards

_____ Course assignments and activities

- Directions
- Assignments
- Submission criteria
- Evaluation criteria
- Feedback

_____ Copyright clearances for the use of others’ instructional materials and images in the online course. UCEL will assist the course developer in securing the copyright permissions.

_____ Copyright clearances

_____ Participation in meetings

1 Check one:

2

3 Option A:

4

5 The contract for the development of this course has been fulfilled and is authorized for
6 payment.

7

8 Option B:

9

10 The contract for the development of this course has been fulfilled and release time
11 obligations have been met.

12

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Instructional Designer _____
Date

Course Developer _____
Date

Dean, College of Extended Learning or Dean, College of Professional and
Technological Studies at Ferris State University-Grand Rapids _____
Date

Dean, College of _____ _____
Date

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List of Works Created and Owned Exclusively by Course Developer
Prior to Creation of Distance Learning Course

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Course Developer

Date

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3 FSU Business Policy Letter 99:10
4 Legal Representation and Indemnification
5 (Supersedes 89.11)
6

7 I. LEGAL REPRESENTATION
8

9 A. General Policy
10

11 Subject to the limitations, conditions and procedural requirements established
12 elsewhere in this resolution, Ferris State University shall indemnify all of its
13 officers and employees (including student employees and properly appointed
14 volunteers) for the cost of legal representation made necessary or desirable by the
15 existence of all of the following conditions:

- 16 1. The officer or employee has been made a party to, or is threatened to be
17 made a party to a civil, criminal or administrative suit, proceeding, action,
18 or investigation.
19
20 2. The suit, proceeding, action, or investigation related to conduct or inaction
21 of the officer or employee which was within his/her scope of authority and
22 course of employment, or, which the officer or employee reasonably
23 believed to be within his/her scope of authority and course of employment.
24
25 3. The conduct or inaction at issue was the result of the officer or employee
26 acting in good faith.
27

28 B. Limitations of Indemnification for Legal Representation
29

- 30 1. The University may, in its discretion, designate and engage an attorney on
31 behalf of the officer or employee who is in need of legal representation. If
32 the officer or employee declines such representation, the University shall
33 have no obligation to indemnify the officer or employee for the cost of
34 legal representation.
35
36 2. The officer or employee seeking indemnification for legal representation
37 shall have a duty to cooperate fully with the counsel approved by or
38 appointed by the University. If the officer or employee fails to cooperate
39 with the counsel, legal representation may be withdrawn, and the
40 University shall have no obligation to indemnify the officer or employee
41 for the cost of legal representation. In the event that legal representation is
42 withdrawn, the Board of Trustees will be provided with a summary of the
43 reasons for such withdrawal at the next meeting of the Board of Trustees.
44
45 3. If at any time during the suit, proceeding, action or investigation, it is
46 determined by the University that a) the officer or employee does not
47 satisfy the requirements for indemnification set forth in A.1, 2 and 3
48 above, or b) the employee did not comply with number III below, legal

1 representation shall be withdrawn, and the University shall have no
2 obligation to indemnify the officer or employee for the cost of legal
3 representation.
4

5 4. The obligation to provide legal counsel or indemnification for legal
6 representation shall not apply if the suit, proceeding, action or
7 investigation is commenced by the Board of Trustees of Ferris State
8 University.
9

10 5. The duty to provide legal counsel or indemnification for legal
11 representation shall not apply if the officer or employee fails to seek prior
12 approval of indemnification as specified below.
13

14 6. The conduct or inaction involved did not constitute an intentional violation
15 of federal or State law.
16

17 C. Procedure for Requesting Indemnification and/or Legal Counsel
18

19 1. An officer or employee may request that counsel be provided or that
20 indemnification for the cost of legal representation be approved by writing
21 a letter to the University's General Counsel requesting such representation
22 or provision of counsel. The letter shall outline the reason for the request,
23 and shall have attached all legal documents which are relative to the
24 request. This letter shall be delivered to the General Counsel immediately
25 after an officer or employee becomes aware that he/she is a party to (or
26 subject of) a suit, proceeding, action or investigation, or is threatened with
27 such involvement. In no event shall this letter be delivered more than three
28 (3) working days after the date when the officer or employee first became
29 aware of his/her involvement in the suit, proceeding, action or
30 investigation.
31

32 2. The General Counsel, in cooperation with the Risk Manager, may
33 designate legal counsel to represent the officer or employee, pending
34 approval by the Board of Trustees at its next regularly scheduled meeting.
35 Such interim representation shall be approved unless the General Counsel
36 determines that providing such representation would not be consistent
37 with this policy.
38

39 3. The Board of Trustees will take formal action on all requests for
40 indemnification, or for the provision of legal representation, at the next
41 regularly scheduled meeting after the request is received. In addition, the
42 Board will be provided with information regarding employees who were
43 denied interim representation by the General Counsel.
44

45 II. INDEMNIFICATION FOR JUDGMENTS, SETTLEMENTS, AND FINES
46

47 A. If a judgment is entered against an officer or employee of the University; if a
48 settlement is entered into by an officer or employee of the University; or if a fine
49 is assessed against an officer or employee of the University, Ferris State

1 University shall indemnify the officer or employee for the amount of the
2 judgment, settlement, or fine, if, and only if, all of the following conditions are
3 satisfied.
4

- 5 1. Within ten (10) business days of the date when the officer or employee
6 first became aware of his/her involvement in the suit, proceeding, action
7 or investigation, he/she submitted a letter to the General Counsel
8 summarizing his/her involvement and requesting legal counsel (or
9 indemnification for legal representation).
10
- 11 2. Within five (5) business days of the date when the officer or employee
12 first became aware that a judgment or fine had been entered against
13 him/her, or, prior to entering into a settlement, the officer or employee
14 sends written notice to the General Counsel, with all relevant legal
15 documents, and requests indemnification for the judgment, fine, or
16 proposed settlement.
17
- 18 3. The officer or employee has cooperated with his/her University approved
19 or provided counsel at all times during the process.
20
- 21 4. The Board of Trustees determines that the conduct or inaction resulting in
22 the judgment, fine or settlement occurred within the officers or employees
23 course of employment and scope of authority, (or that the officer or
24 employee reasonably believed his/her actions to be within the course of
25 employment and scope of authority) and that the officer or employee acted
26 in good faith. This determination shall be separate from and in good faith.
27 This determination shall be separate from and in addition to the Board's
28 initial determination for the purpose of providing counsel or approving
29 indemnification for legal representation.
30
- 31 5. The suit, proceeding action or investigation was not commenced by the
32 Board of Trustees or at the direction of the Board of Trustees.
33
- 34 6. The officers or employees conduct or inaction did not constitute an
35 intentional violation of federal or State law.
36

37 III. COMMUNICATIONS 38

39 A University employee who receives any communication regarding a suit, proceeding,
40 action or investigation involving his/her employment at the University, shall decline to
41 respond to such communication unless authorized to respond by the University's General
42 Counsel. All such communications, including requests for information, shall be
43 immediately reported to the Office of the General Counsel.
44
45


46 Richard Duffett, Vice President
47 Administration and Finance
48 Contact: Office of the General Counsel
49

LETTER OF UNDERSTANDING

It is hereby agreed that the FFA shall immediately withdraw, with prejudice, the unfair labor practices it filed against FSU on or before August 27, 2006.

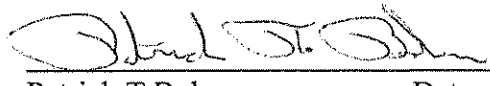
For FSU:

For FFA:



James P. Greene
Chief Negotiator

3/14/07
Date



Patrick T Bolen
Chief Negotiator

3/16/07
Date

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