

Ferris State University

AGREEMENT

**FSU & FFA, MEA-NEA
Expires June 30, 2013**

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

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AGREEMENT

Section 1 - BASIC CONTRACTUAL PROVISIONS

1.1 Agreement and Definitions

A. This Agreement, entered into this 7th of October, 2010, is between the Board of Trustees of Ferris State University (hereinafter referred to as "FSU" or "University" or "the Employer") and the Ferris Faculty Association (hereinafter referred to as "FFA"), an affiliate of the Michigan Association for Higher Education MEA-NEA.

Definitions - Unless otherwise specified, glossary terms mean:

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
Provost/vice president for Academic Affairs	Provost/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
TRC	Tenure Review Committee
Unit	Synonymous with department and school
Vacancy	A bargaining unit position which the Employer posts as a board-appointed position
Working Day	Monday through Friday on which University classes are scheduled at the Big Rapids campus

1.2 Purpose

The purpose of this Agreement is to set forth agreements reached between the Employer 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.

1.3 Recognition

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

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

C. Regular faculty rank above the level of instructor shall not be granted to staff who are not Board-appointed. Faculty rank will be granted to personal counselors and admissions counselors in name only.

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

1.4 No Past Practice

There are no verbal or written understandings or agreements, or past practices which are binding on either the Employer or the FFA other than those set forth in this Agreement. No future agreement or practice shall be binding on the Employer unless in writing and signed by both the provost/vice president for Academic Affairs and the president of the FFA.

1.5 Separability and Precedence

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

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

1.6 Meetings

Regular meetings between designated representatives of the FFA and of the Employer will consider problems and concerns of mutual interest including amendments to this Agreement. In this regard, such designated representatives shall meet at least once each academic semester. Additional meetings shall be held at other reasonable times upon request of either the president of the University or the president of the FFA.

If the Employer and the FFA both consent, agreements reached at these meetings shall be reduced to writing and submitted to the appropriate ratification procedures of the Employer and

the FFA. At such time as the agreement(s) have been ratified by both the Employer and the FFA, the agreement(s) shall become a part of this Agreement.

1.7 FFA Membership Dues Deduction

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

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

1.8 Headings

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

1.9 Waiver

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

Section 2 - RIGHTS OF MEMBERS IN THE FFA

2.1 Rights of Members in the FFA

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

2.2 FFA Business

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

2.3 Meeting Rooms

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

2.4 Posting of FFA Notices

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

2.5 No Strike

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

2.6 Agency Shop

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

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

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

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

4 The FFA certifies that (name) has failed to tender the periodic service fee
5 required as a condition of employment under the faculty Agreement and demands that
6 under the terms of this Agreement, the Employer deduct the delinquent service fee(s)
7 from the collective member's salary. The FFA certifies that the amount of the service fee
8 includes only those items authorized by law; and

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

13 C. With respect to all sums deducted by the Employer pursuant to this Section,
14 the Employer agrees promptly to disburse said sums directly to the FFA.

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

20 E. The FFA agrees, upon request, to defend the Employer, its officers, agents or
21 employees in any suit brought against all or any of them regarding this Section of the collective
22 Agreement, and to indemnify the Employer, its officers, agents or employees, for any costs or
23 damages which may be assessed against all or any of them regarding this Section of the
24 collective Agreement, provided, however, that:

25 1. Neither the duty to defend nor the duty to indemnify shall arise where
26 the damages and costs, if any, have resulted from the negligence, misfeasance or
27 malfeasance of the Employer, its officers, employees or agents, provided, however, that
28 such negligence, misfeasance or malfeasance took place after the execution of this
29 Agreement; and

30 2. The FFA has the right to choose the legal counsel to defend any such
31 suit or action, after consultation with the Employer; and

32 3. If the Employer, its officers, agents or employees elects to select its or
33 their own counsel in any such suit, then the FFA shall have no duty to indemnify those
34 defendants it does not represent in the suit; provided, however, that if the FFA, through
35 counsel it selects after consultation with the Employer, does represent the Employer, its
36 officers, agents or employees in such suit, such defendants may additionally hire their
37 own counsel to assist in the defense of any such suit; and

38 4. The FFA, in defense of any such suit, after consultation with the
39 Employer, has the right to decide whether to defend any said action or whether or not to

1 appeal the decision of any court or other tribunal regarding the validity of this Section;
2 and

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

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

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

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

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

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

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

28 2.7 Official Sessions: Local, State or National Education Association Business

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

34 2.8 Released Time for the FFA president

35 The FFA president shall be granted one-half (½) release time per academic year to be
36 spread over fall and winter semesters in a manner mutually agreeable to the FFA president and
37 his/her department head.

1 2.9 Aid to Other Collective Bargaining Agents

2 The Employer shall not aid, promote or finance any group or organization which purports
3 to undermine the FFA in its legitimate collective bargaining activities.

4 2.10 Information

5 A. The Employer will provide the president of the FFA with the following:

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

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

11 a. Part-time;

12 b. Temporary or grant supported;

13 c. Administrators.

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

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

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

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

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

25 7. So long as IPEDS and HEIDI reports are produced in hard copy by the
26 Employer, they shall be provided to the University library within ten (10) days after they
27 are created. However, recognizing that such data may be submitted in electronic form to
28 the state as part of a state regulated data system and that the state determines the form of
29 such reports and who has access to the data base, if and when such reports are submitted
30 electronically, the Employer cannot guarantee FFA access to the data base.

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

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

B. Member Responsibilities:

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

2.11 Non-Discrimination

The Employer and the FFA both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, ancestry, age, gender, marital status, sexual preference, handicap, FFA or MEA-NEA affiliation. Any member claiming a violation of this Section must seek relief in the appropriate legal forum and may not use the grievance process unless the nature of the alleged discrimination is not a violation of the law.

Section 3 - TENURE

3.1 Definitions and General Conditions

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

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

3.2 Employer Tenure Policy

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

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

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

1 B. The granting of tenure results from a deliberative process involving a
2 department tenure review committee, the department head, the dean, the provost/vice president
3 for Academic Affairs, and the president of FSU.

4 C. New members may be granted tenure at the time of their initial appointment
5 subject to prior concurrence of a majority of the tenured members of the department, the
6 department head, the dean, the provost/vice president for Academic Affairs, and the president of
7 FSU. The subject member must have previously attained tenure at the University or another
8 regionally accredited, post-secondary or first professional-degree-granting institution.

9 3.3 Department Tenure Policy and Procedures

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

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

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

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

17 a. Assigned professional responsibilities, such as teaching,
18 advising, counseling, or librarianship;

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

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

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

27 4. Amending tenure review policy and procedures.

28 B. Any proposed amendment(s) must be submitted to the department head by
29 January 30. The department head shall forward the proposal and his/her recommendation to the
30 dean by February 15.

31 C. The dean shall forward the proposal and his/her recommendations to the
32 provost/vice president for Academic Affairs who shall either accept or reject the proposed
33 amendments by April 15. Failure by the provost/vice president for Academic Affairs to act upon
34 the submitted amendments within the timeline given shall constitute disapproval thereof and the
35 proposed amendment shall not be effective.

1 D. The provost/vice president for Academic Affairs may impose amendments to
2 the policies and procedures, at any time, only when such amendments are based upon the
3 institutional necessity to conform with federal, state and/or local laws and/or regulations.
4 Amendments imposed under this provision are subject to the grievance procedure of this
5 Agreement as an FFA grievance and shall begin at 9.3. D. Step 4 of such procedure.

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

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

14 3.4 Evaluation and Reappointment/Non-Reappointment of Non-Tenured Faculty

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

18 B. Except as otherwise provided in 3.2.C above, all new members must serve a
19 non-tenured period prior to applying for tenure. The non-tenured period shall commence with
20 the first fall semester of a member's non-tenure appointment. A non-tenured member must
21 apply for tenure no later than his/her fifth academic year. Failure to apply for tenure
22 consideration shall result in denial of tenure. A non-tenured member with an initial academic
23 rank of instructor or assistant professor may not apply for tenure prior to his/her fifth year. A
24 non-tenured member with an initial academic rank of associate professor may not apply for
25 tenure prior to his/her fourth year. A non-tenured member with an initial academic rank of
26 professor may not apply for tenure prior to his/her third year.

27 C. During his/her first semester of appointment and prior to any evaluation, the
28 non-tenured member shall receive, in writing, the effective department tenure and evaluation
29 policy and procedures. The chair of his/her department tenure review committee shall provide
30 this document. This department policy and procedures shall provide a basis for the decision to
31 renew non-tenured appointments and shall provide a basis for determining the attainment of
32 tenure itself.

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

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

1 F. At each of these annual evaluations, the member shall be afforded an
2 opportunity to submit to this committee any documentation to support his/her continued non-
3 tenured appointment. The tenure review committee will advise the non-tenured member of its
4 preliminary evaluations and recommendation for reappointment or non-reappointment by
5 November 1. The non-tenured member shall be afforded an opportunity to meet with the tenure
6 review committee to discuss its preliminary recommendation. Such meeting shall take place by
7 November 10. The tenure review committee will forward in writing the final evaluation and
8 recommendation to the non-tenured member and the appropriate department head by November
9 20.

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

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

16 G. The non-tenured member shall be evaluated annually by the appropriate
17 department head in a manner consistent with Section 3.3.A.2. The department head will
18 provide a written copy of his/her evaluation and recommendation to the member by December
19 10. The department head will also forward written copies of his/her
20 evaluation/recommendation, the TRC's evaluation/recommendation, and the member's
21 response (if any) to the dean by December 10.

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

26 2. The written response by the member will be attached and remain with
27 the review.

28 H. On or before January 15 the dean will submit his/her recommendation and all
29 materials submitted in accordance with 3.4.E-G to the provost/vice president for Academic
30 Affairs. The decision to grant or deny the first non-tenure reappointment rests solely with the
31 provost/vice president for Academic Affairs. All subsequent reappointment decisions require
32 affirmative recommendations by both the appropriate tenure review committee and the
33 provost/vice president for Academic Affairs. However, failure by the tenure review committee
34 to file its recommendation with the department head in a timely manner shall constitute
35 complete concurrence with the decision of the provost/vice president for Academic Affairs with
36 regard to reappointment or non-reappointment of the non-tenured member.

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

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

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

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

K. In the event the tenure review committee and the provost/vice president for Academic Affairs concur in recommending reappointment, the reappointment is granted. In any other scenario, reappointment is denied as described below:

1. In the event the tenure review committee and the provost/vice president for Academic Affairs both recommend against reappointment, the reappointment is denied and the member may appeal to the president. This appeal is limited to a claim that the contractual and/or department/college procedures were not followed.

2. In the event that either the tenure review committee or the provost/vice president for Academic Affairs recommend against reappointment, the reappointment is denied and the member may appeal to the president. This appeal is not limited to procedures.

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

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

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

3.5 Attainment of Tenure

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

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

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

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

3 2. Grant one (1) additional non-tenured year during which the applicant
4 must fulfill specific conditions that are determined by the provost/vice president for
5 Academic Affairs following input from the TRC, department head and dean. During that
6 conditional year, the tenure application process will again be followed. In the event of
7 denial of tenure, employment will be terminated at the end of the academic year in which
8 tenure is denied; or

9 3. Deny tenure and terminate employment at the end of the next regular
10 academic year.

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

14 E. Failure by the tenure review committee to timely deliver its recommendation
15 to the department head constitutes concurrence with the decision of the provost/vice president
16 for Academic Affairs.

17 F. The department head shall attach his/her evaluation and recommendation and
18 shall forward all material to the dean. The dean shall forward the recommendations and
19 supporting documentation to the provost/vice president for Academic Affairs and shall append
20 his/her recommendation and evaluation. Neither the department head nor the dean may change
21 the tenure review committee's recommendations.

22 G. By March 1, the provost/vice president for Academic Affairs shall notify, in
23 writing, all applicants for tenure of his/her decision. Failure by the provost/vice president for
24 Academic Affairs to act on the recommendations constitutes his/her concurrence with the tenure
25 review committee's recommendation.

26 H. If either the provost/vice president for Academic Affairs or the tenure review
27 committee recommends the granting of an additional year, that year is granted. A member can
28 be granted only one extension of the non-tenured period. When the tenure review committee
29 recommends the granting of tenure and the provost/vice president for Academic Affairs
30 concurs, tenure is awarded. In all other cases, tenure is denied.

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

36 J. The failure of the tenure review committee to comply with any of its
37 obligations under Section 3 is exempt from the grievance process and the Employer shall have
38 no liability because of such failure.

1 3.6 Academic Administrator Appointment with Tenure

2 A. Academic department heads, directors, deans, the provost/vice president for
3 Academic Affairs and the president may be granted tenure subject to the following conditions:

4 1. The academic department head, director, dean, provost/vice president
5 for Academic Affairs and president must possess qualifications appropriate to the
6 academic discipline in which tenure is conferred.

7 2. The academic department head, director, dean, provost/vice president
8 for Academic Affairs and president must have previously attained tenure at a regionally
9 accredited post-secondary or first professional-degree-granting institution.

10 3. The tenured faculty in the academic discipline in which the person is
11 to be conferred tenure must be provided the opportunity to review and share comments
12 with their department head, dean, and the provost/vice president for Academic Affairs or
13 the president of FSU on the candidate's qualifications preceding the offer of tenure to the
14 candidate.

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

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

21 4.1 Discipline

22 A. The Employer and the FFA recognize a mutual responsibility for promoting
23 professional conduct that encourages quality in the educational process, thereby reflecting
24 favorably upon the University. Breaches of professional conduct, as differentiated from
25 incompetence, are subject to discipline including, but are not limited to: abuse of sick leave and
26 other leaves, excessive tardiness, willful deficiencies in professional conduct and/or
27 performance, violation of Employer policies, regulations and administrative directions not
28 inconsistent with the terms of this Agreement, and violation of the terms of this Agreement.
29 Alleged breaches of professional conduct shall be reported promptly to the offending member.

30 Issues pertaining to competence will be handled through evaluation.

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

37 C. A member shall be notified of the right to have FFA representation at any
38 meeting at or from which disciplinary action, as defined in this Section, may result. In no event

1 shall any member be disciplined in, or as a direct result of, a meeting at which FFA
2 representation was not permitted.

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

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

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

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

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

16 3. Representation by his/her association representative and/or by counsel
17 of his/her choosing;

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

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

22 6. Before suspending or discharging a member, the administration shall
23 consult with the president of the FFA;

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

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

27 4.2 Personnel Files

28 A. No material originating after initial employment will be placed in a member's
29 official personnel file unless the member receives a copy of the material. No anonymous
30 information or derivatives thereof shall be placed or retained in any bargaining unit member's
31 official personnel file. Subsequent to the date of this Agreement in the case of disciplinary
32 information or performance evaluations, members will be given the opportunity to sign or initial
33 the document before including the material in the file. Unsigned or uninitialed disciplinary
34 information or performance evaluations shall not be used in grievance procedures or
35 disciplinary action unless the Employer can establish the member was given a copy or was
36 given the opportunity to initial the material. A member's signature or initials on such material
37 does not imply agreement with the contents.

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

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

9 4.3 Faculty Participation: Educational Policy

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

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

14 **Section 5 - RIGHTS OF THE EMPLOYER**

15 It is the responsibility of the Employer to fulfill the role and mission of the University
16 stated in the Ferris State University Mission Statement. In fulfilling its role and mission:

17 A. The Employer, on its own behalf, hereby retains and reserves unto itself,
18 without limitation except as herein provided, all power, right, authority, duties, and
19 responsibilities conferred upon and vested in it by laws and the constitution of the State of
20 Michigan, and of the United States, including all of the customary and usual rights, powers,
21 functions and authority of management.

22 B. The exercise of the foregoing powers, rights, authority, duties and
23 responsibilities by the Employer, the adoption of reasonable policies, rules, regulations and
24 practices in furtherance thereof, and the use of judgment and discretion in connection therewith
25 shall be limited only by the specific and express terms of this Agreement and then only to the
26 extent such specific and express terms are in conformance with the Constitution and the laws of
27 the State of Michigan and the Constitution and laws of the United States.

28 **Section 6 - SENIORITY**

29 6.1 Determination of Seniority/Definitions

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

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

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

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

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

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

6.2 Change in Employment Status

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

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

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

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

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

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

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

2. A non-bargaining unit employee who has previously accrued seniority as a member, in a seniority group of the bargaining unit for instruction at least the equivalent of two (2) academic semesters, shall, upon re-entry into that same seniority group(s) within one (1) year of when he/she left the seniority group, resume accrual of seniority within that seniority group(s) with recognition fully given to the previously accrued seniority within that same seniority group. If a former member returns to the bargaining unit after being absent from it for more than one (1) year, he/she shall not

1 retain any previously accrued seniority within the unit. This paragraph is inapplicable to
2 an employee who leaves the employment of the University; and

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

6 G. The president of the FFA shall be provided written notice confirming any
7 University administrative appointment that results in a member leaving the bargaining unit.
8 Such notice shall be provided by HR within ten (10) working days of HR's receipt of notice of
9 administrative approval of the transaction.

10 6.3 Seniority Groups

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

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

20 6.4 Loss of Seniority

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

24 A. Resigns;

25 B. Retires;

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

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

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

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

6.5 Seniority List(s)

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

Section 7 - WORKING CONDITIONS

7.1 Professional Responsibilities

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

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

C. In addition to traditional uses for professional development money, Timme Professional Development Incentive Funds and college professional development funds may be used to develop new teaching techniques (including taking for-credit and not-for-credit coursework in member's field); to collect materials for new programs; to develop new ways of presenting material; to develop new curricula for implementation at the University; to establish linkages between University programs and other organizations, agencies, or institutions; or to survey what is being done at other institutions as models for programs at the University. Specific course work for the purpose of receiving additional degrees will not be funded using professional development funds. Professional development funds for the purposes above will require department head approval.

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

E. Subject to the satisfactory performance of academic and/or professional duties, members may engage in other activities for financial consideration that do not conflict with professional duties, providing, however, that prior permission to engage in duties that

might reasonably impinge upon professional and/or academic duties is first obtained. Such approval will not be unreasonably withheld.

7.2 Workload

A. Teaching Faculty:

1. Courses Taught by Traditional Methodology:

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

b. The establishment or revision, as applicable, of any workload policy may be requested by either the written request of a majority of a department's members or directed by the provost/vice president for Academic Affairs.

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

ii. If the provost/vice president for Academic Affairs directs, the department head shall notify the department members and provide them an opportunity to participate in the preparation/change within the time directed by the provost/vice president for Academic Affairs.

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

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

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

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

(b) Occupational and professional standards for the discipline, course content, course difficulty, class size, course

development, program coordination, research and other relevant factors.

(c) See also Section 13.6.B.

iv. If the department head and a majority of the department members agree, the proposal and rationale shall be delivered to the dean. The dean shall forward the proposal along with his/her recommendation to the office of the provost/vice president for Academic Affairs.

(a) If the provost/vice president for Academic Affairs approves, the policy shall be effective as of the date determined by the provost/vice president for Academic Affairs.

(b) If the provost/vice president for Academic Affairs does not approve, the proposal shall be returned to the department for revision and resubmission as directed including, but not limited to a date for resubmission.

[1] If the department head and a majority of the department members agree upon the resubmission, the proposal will be delivered to the dean. The dean shall forward the proposal, along with his/her recommendation, to the office of the provost/vice president for Academic Affairs.

a. If the provost/vice president for Academic Affairs approves, the proposal shall become the policy effective as determined by the provost/vice president for Academic Affairs.

b. If the provost/vice president for Academic Affairs does not approve, he/she shall notify the department. Either a majority of the department members or the department head may, within ten (10) working days, request the appointment of an *ad hoc* committee pursuant to paragraph v. If there is no request within the ten (10) working days, the provost/vice president for Academic Affairs shall determine the policy.

[2] If the department head and a majority of the department members do not agree upon the resubmission, not later than ten (10) working days after the resubmission date, either may request to the provost/vice president for Academic Affairs that the proposal be reviewed by an *ad hoc* workload committee which will be formed and respond as set forth below.

v. If the department head and a majority of the department members do not agree, either a majority of the department members or the department head may, within ten (10) working days, request the appointment of an *ad hoc* committee. If there is no request within the ten (10) working days, the provost/vice president for Academic Affairs shall determine the policy.

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

The *ad hoc* committee shall consider the proposals and rationale and deliver its written recommendations to the office of the provost/vice president for Academic Affairs within two months of its formation or by such other date as may be agreed by and between the provost/vice president for Academic Affairs and the FFA.

vii. The provost/vice president for Academic Affairs shall then determine the policy.

viii. The decision of the provost/vice president for Academic Affairs is final, binding and not arbitrable.

2. Courses Taught by Non-Traditional Methodology:

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

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

c. Intellectual Property Rights and Electronic Distance Learning Materials. See Appendix C.

1 B. Counselors and Librarians:

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

4 2. Counselors and librarians have access to the workload review process
5 when appropriate.

6 C. Request for Individual Workload Review:

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

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

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

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

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

17 D. Procedure for Individual Workload Review:

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

21 a. a clear and concise statement of the alleged problem;

22 b. the time frame over which the alleged problem has taken place;
23 and

24 c. a suggested remedy.

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

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

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

31 a. a description of the issue;

b. an analysis of the relevant workload data covering the time period in question; and

c. a decision.

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

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

c. The committee shall analyze the relevant data and deliver its written recommendation(s) to the office of the provost/vice president for Academic Affairs within two (2) months of its formation or by such other date as may be agreed by and between the provost/vice president for Academic Affairs and the FFA.

6. The decision of the provost/vice president for Academic Affairs is final, binding and not arbitrable.

7.3 Health and Safety

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

B. The FFA and the Employer recognize that a cooperative approach between members and administrators at the work site, stressing the preventative aspects of safety/health problems affecting them both and the students of the institution, is essential to the solution of those problems. To these ends, they can best implement this cooperative approach through the

1 establishment of health and safety teams at the college/bargaining unit employment area or
2 office level. A health and safety team will be made up of an administrator co-chairperson and a
3 member co-chairperson, one (1) additional administrator and three (3) additional members from
4 the same college/employment area. The members of the college/employment area will select
5 their team co-chairperson and members.

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

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

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

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

28 G. Failure of the Employer to implement recommendations of the committee
29 that exceed the requirements of applicable state and federal law shall not be subject to the
30 grievance procedure and arbitration.

31 7.4 Academic Freedom

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

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

39 C. The concept of freedom should be accompanied by an equally demanding
40 concept of responsibility. When members speak or write as citizens, they should be free from

1 institutional censorship or discipline. They should at all times make every effort to be accurate,
2 exercise appropriate restraint, show respect for the opinions of others and indicate that they are not
3 an institutional spokesperson.

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

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

12 F. No member shall have his/her instruction or lab viewed or recorded
13 electronically by the Employer with any video or sound equipment without reasonable advance
14 notification from the Employer, typically no less than twenty-four (24) hours.

15 7.5 Department Procedures

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

- 19 1. Forwarding a new course or curriculum to the dean or next level of
20 course/curricular review;
- 21 2. Forwarding a revision of an existing course or curriculum to the dean
22 or next level of course/curricular review;
- 23 3. Submission of the department's course schedule and proposed teaching
24 assignments to the dean;
- 25 4. Submission of annual department budget request; or
- 26 5. Any other matters which the department head and the members agree
27 to consider.

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

- 31 1. Failure to provide such opportunity shall not be the basis for either
32 delay of such action or for overturning such action.
- 33 2. When less than thirty (30) days written notice is given, the member
34 may respond directly to the dean/provost/vice president for Academic Affairs.

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

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

3 2. Interview candidates; and

4 3. Review and submit recommendations regarding the credentials and
5 suitability of the candidates.

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

8 E. In the event a rotation list needs to be established, the initial rotation shall be
9 based on the seniority of the affected members. A new member is added to the bottom of the
10 rotation list as it exists on the first day he/she reports for work as a bargaining unit member.

11 7.6 Hiring

12 A. The parties recognize their mutual interest in recruiting and hiring into the
13 bargaining unit only the most qualified applicants available in order to insure quality education.
14 In order that the Employer can act promptly to recruit such individuals, members shall form search
15 committees in accordance with department procedures jointly adopted by the department head and
16 a majority of the department members, provided that if the members do not form a search
17 committee or there are no department procedures for forming such committee, the department head
18 shall form such committee. The committee shall:

19 1. Identify the position expertise required;

20 2. Review credentials of applicants and recommend those qualified for
21 interviews. The Employer may add additional interviewees from applicants already a part
22 of the applicant pool and who meet the posted qualifications after consultation with the
23 search committee;

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

26 4. Evaluate interviewed applicants; and

27 5. Submit a prioritized list of all qualified interviewed applicants to the
28 department head. The Employer may add additional applicants to such list from among
29 those interviewed after consultation with the search committee.

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

33 Within fifteen (15) days of the hiring of an applicant who does not appear on the
34 prioritized list submitted by the search committee, the president of the FFA may request in
35 writing a written explanation as to why the candidate was added. Within fifteen (15) days, the
36 provost/vice president for Academic Affairs will provide the explanation; such explanation is not
37 subject to the grievance procedure.

C. The review of candidates shall be conducted in accordance with the University's procedures and policies. The final decision regarding employment of candidates is reserved to the Employer.

7.7 Summer

A. Determination of Summer Course Offerings Commencing Summer 2011:

Summer school offerings, herein defined as "courses/sections published in the Summer Bulletin," to be taught for full pay will be determined by the Employer in a manner consistent with procedures for course/section determination during the regular academic year, except where modified as follows:

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

2. By November 1, each department head, program director, or dean where appropriate, shall have composed a list of potential summer school courses/sections for the following summer school semester. This list may include courses to accommodate students who are enrolled in programs that operate throughout the calendar year, students who are seeking to graduate at the end of the summer semester or the following academic semester, students who have been admitted to begin their programs in the summer, and students for whom FSU has an obligation to offer a supervised internship. It may also include such other courses deemed appropriate by academic deans, department heads, or program directors.

3. Summer Course Offerings

a. Guaranteed Summer Offerings

i.) The Employer will develop a list of guaranteed summer courses with session, day(s), and times that will be offered at full summer pay (See 7.7.A.2) and will be considered as administrative commitment to offer the courses.

ii.) The Employer will offer this list of courses by 5:00 p.m. of the first Friday of spring semester classes. Members will have until the beginning of early summer registration, generally the third week of spring semester, to select the courses(s) they will teach. Selection of courses will be determined by the summer rotation list.

iii.) Acceptance of summer teaching duties by members will be considered as faculty commitment to fulfill those duties. Failure to fulfill that commitment will be reflected on summer rotation as if the course(s) had been taught.

1 b. Enrollment-dependent Summer Offerings

2 i.) In addition to Guaranteed Summer
3 Offerings, other courses will also be open for student
4 enrollment. These courses will not be guaranteed. Rather,
5 formal offering of these courses will be enrollment-
6 dependent. Courses in this category for which enrollments
7 reach fifty percent (50%) of the academic year capacity
8 (hereinafter “cap” rounded down to the nearest whole
9 student) or fifteen (15) students, whichever is less, by the
10 end of the first week of fall registration and continued
11 summer registration shall not be canceled by the Employer.
12 (Criteria for offering these courses may also include criteria
13 outlined in Section 7.7.A.2.)

14 ii.) Administrative commitment to offer these
15 courses will become official as of 5:00 p.m. on the Friday
16 of the first week of fall registration, generally the third
17 week of March, and will be offered at full pay. Faculty
18 selection and acceptance of enrollment-dependent courses
19 for summer semester teaching assignments will become
20 official at 5:00 p.m. Friday of the third week of fall
21 registration, generally the end of the first week of April.
22 Faculty selection and acceptance will be considered as
23 faculty commitment to teach. Failure to fulfill that
24 commitment will be reflected on summer rotation as if the
25 course had been taught.

26 iii.) The summer rotation system will be used to
27 address these course additions.

28 c. “Other” Summer Offerings

29 i.) Courses added to the summer schedule after
30 the end of the third week of fall registration will be offered
31 for full pay. The summer rotation system will be used to
32 address these additions.

33 ii.) The Employer reserves the right to add
34 courses for full pay at any point in the registration process.
35 The summer rotation system will be used to address these
36 additions.

37 4. The dean and the department head shall offer course assignments and
38 salary considerations to members within the seniority group consistent with the seniority
39 group rotation list prior to making offers to other sources.

1 B. Compensation:

2 1. Salary for a full summer teaching load of courses/sections shall be
3 thirty-five percent (35%) of the member's regular academic year salary.

4 2. Under normal circumstances, it shall not be the practice of the Employer
5 to pay a non-member more than a member would receive for teaching the same course.
6 Exceptions shall be reported in writing by the provost/vice president for Academic
7 Affairs or designee to the FFA president in writing prior to the start of class.

8 C. Summer Rotation List:

9 1. By September 15, department heads will distribute a questionnaire to
10 members requesting that they express their interest in teaching summer semester.

11 2. By October 1, members must return the questionnaire to their
12 department head. Failure to return the questionnaire will be deemed a negative response.

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

15 4. Members who respond in the affirmative have until the beginning of
16 early summer registration (generally the third week of spring semester) to decline
17 employment without prejudice to their position on the rotation list. Members accepting
18 summer employment will be expected to carry out the assigned responsibilities. Requests
19 after the beginning of early summer registration to decline employment which are made for
20 professional reasons or reasons of health, will be considered on their merit.

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

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

25 7. Once the initial assignments are made, mutually agreeable exchanges
26 may occur between qualified members with the concurrence of the department head or dean
27 until the beginning of fall registration, generally the third week of March, and continued
28 summer registration. Denial of a proposed trade must be based on lack of course-specific
29 qualifications.

30 8. Summer courses listed as internship, co-op, or clinical will continue to
31 use the existing per student formulas for computing summer salary.

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

36 10. Any of the following for which a member's rate of pay is determined
37 as a fraction of load shall be credited against his/her summer rotation list position: on-

campus courses, off-campus courses, online courses, courses outside the member's seniority group, and special projects.

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

D. Summer Semester Review Committee

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

2. The committee will meet early in November to review the previous summer semester experience and submit recommendations to the FFA and to the FSU administration.

7.8 Performance Review

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

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

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

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

7.9 Transfers

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

1. With timely notice by the provost/vice president for Academic Affairs to the appropriate department, an administrator who was previously in the bargaining unit may return to the bargaining unit with previous rank, tenure, and seniority as of the date he/she left the bargaining unit. Such a return may be effectuated when a vacancy exists and the administrator is qualified to fill the vacancy. The decision of the provost/vice president for Academic Affairs may be appealed to the president by a majority vote of the tenured members of that seniority group. The decision of the president is final, binding, and not subject to arbitration. If such administrator does not have tenure, he/she is subject to the tenure review process in Section 3.

2. The provost/vice president for Academic Affairs may assign to a faculty position an administrator who was not previously in the bargaining unit. The decision of the provost/vice president for Academic Affairs may be appealed to the president of FSU by a majority vote of the tenured members of that seniority group. The decision of the president is final, binding and not subject to arbitration.

The provost/vice president for Academic Affairs may, after receiving the recommendation from the appropriate members, assign rank to an administrator.

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

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

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

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

7.10 Academic Calendar

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

Section 8 - RETRENCHMENT

8.1 Definition

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

8.2 Retrenchment by Attrition and Voluntary Reassignment

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

1 B. Retrenchment may also be achieved by voluntary reassignment within the
2 bargaining unit that is mutually agreeable between the Employer and the member.

3 8.3 Retrenchment by Layoff

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

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

8 C. The provost/vice president for Academic Affairs will give the president of
9 the FFA written notice of the Employer's preliminary proposal to retrench through layoffs of
10 members, including whether the decision is fiscally based or programmatic based, not less than
11 sixty (60) calendar days before the presentation of the proposal to the president. The FFA may
12 comment during the sixty (60) calendar days, including but not limited to options under Section
13 8.7.

14 D. The final proposal will be determined by the provost/vice president for
15 Academic Affairs and reported to the president of the FFA.

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

- 17 1. part-time and temporary faculty;
- 18 2. non-tenured full-time members;
- 19 3. part-time tenured members; and
- 20 4. full-time tenured members.

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

25 When the Employer departs from compliance with Section 8.3.E above for
26 "programmatic needs" the president of FFA will be notified in writing by the administration. The
27 written notice will be issued at least thirty (30) days prior to the notification date of layoff and will
28 include but not be limited to the following:

- 29 1. Name of member affected;
 - 30 2. Reasons for the exception; and
 - 31 3. Projected date of layoff.
- 32

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

8.4 Notification

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

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

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

8.5 Layoff Benefits

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

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

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

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

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

2. Pay the member as follows:

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

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

8.6 Recall

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

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

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

9 8.7 Layoff Alternatives

10 A. The Employer will review alternatives to layoff with the president of the FFA
11 as described below:

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

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

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

16 B. The Employer will send written notice of vacancies to the FFA president and
17 will, for informational purposes, mail written notice of vacancies to members who have been
18 notified of layoff and laid off members on the recall list. Failure to comply with this requirement
19 shall be subject to the grievance procedure; provided however, that the exclusive remedy shall be a
20 twenty-five dollar (\$25) contribution to the student emergency loan fund.

21 C. A laid off member may apply to fill vacancies in bargaining unit positions for
22 which he/she is qualified.

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

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

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

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

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

1 8.8 Retraining Sabbatical

2 A. A tenured member notified of layoff or laid off is eligible for a retraining
3 sabbatical. He/she may prepare a proposal which describes the intended education or work-
4 related program and submit it to the provost/vice president for Academic Affairs. If the
5 provost/vice president for Academic Affairs believes the proposal has merit, it shall be granted.

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

9 8.9 Buy Out

10 A. A buy out must be offered to each member in the curriculum area,
11 department or seniority group in which the reduction occurs. The provost/vice president for
12 Academic Affairs may refuse any member the right to participate. Acceptance of a buy out
13 constitutes termination of employment under the following conditions:

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

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

21 3. Accumulated sick leave will be paid as though he/she had retired
22 according to Section 10.1.E.3 of this Agreement; and

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

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

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

29 **Section 9 - GRIEVANCE PROCEDURE**

30 9.1 Definition - Grievance

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

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

34 C. An Association grievance may be initiated by the FFA when the FFA's
35 specific rights, as distinguished from the rights of the individual members of the FFA, under

1 this Agreement have been violated. A grievance filed by the FFA hereunder shall be initiated at
2 step 4 of the grievance procedure.

3 D. A grievance affecting more than one member may be consolidated by
4 agreement of the Association and the provost/vice president for Academic Affairs and brought
5 forth as a single Association grievance by the FFA. A consolidated grievance affecting members
6 from more than one department or more than one college shall be reduced to writing and forwarded
7 for processing at step 3 or step 4 of the grievance procedure, respectively. In such consolidated
8 grievance cases all grievants must be identified and the conclusion of the grievance shall be
9 applicable to all such grievants.

10 9.2 Flow

11 A. The purpose of this Section is to provide a prompt and efficient procedure for
12 investigation and resolution of grievances. The review processes set forth are the sole methods
13 for the resolution of grievances. All time limits will be adhered to, except where changed by
14 mutual agreement in writing. It is the intention of the parties to expedite the handling of grievances
15 that otherwise extend beyond the semester or academic year if all facts pertaining to that grievance
16 are known by both parties. If such facts are not known to other parties, or if the parties are
17 unavailable, the time limits will be extended until the commencement of the following semester.

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

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

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

28 E. The Employer and the FFA may mutually agree to skip steps of the grievance
29 procedure.

30 9.3 The Grievance Procedure

31 A. Step 1 - Discussion

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

1 B. Step 2 - Written Level

2 1. In the event the grievance is not resolved in step 1, the grievance shall
3 be written and signed by the grievant(s) and by the FFA on a standard Employer/FFA
4 grievance form and presented to the administrator in step 1 within ten (10) working days
5 of the discussion at step 1, and shall set forth the specific acts that constitute the basis for
6 the grievance and identify the specific language of the contract that is claimed to have been
7 violated by those specific acts.

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

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

13 C. Step 3

14 In the event the grievance is not resolved at step 2, the FFA and grievant(s) shall
15 present it to the administrator to whom the administrator in step 2 reports within ten (10)
16 working days after the step 2 decision. The written grievance must be signed by the
17 aggrieved member and the FFA and, in addition to the required information outlined in step
18 2 above, shall include the reasons the proposed resolution of the grievance at step 2 is not
19 satisfactory. The administrator shall, within ten (10) working days, meet with the grievant(s)
20 and, if the grievant(s) wish (es), with a representative of the FFA. The decision at this step
21 shall be written and communicated to all persons concerned as promptly as possible, but not
22 later than ten (10) working days after the meeting. If the grievance is initiated at step 3, the
23 grievance shall be presented to the administrator to whom the administrator in step 2 reports
24 within twenty (20) working days of when the grievance might reasonably be known to exist.

25 D. Step 4 - provost/vice president for Academic Affairs Level

26 1. In the event the grievance is not resolved at step 3, the FFA and
27 grievant(s) may advance the grievance to the provost/vice president for Academic Affairs
28 within ten (10) working days after the decision in step 3. This written submission must be
29 signed by the grievant(s) and the FFA and shall include, in addition to the initial grievance,
30 any amendments or appendices thereto, as required by steps 2 and 3 and the reason(s) the
31 FFA and grievant(s) consider the disposition at step 3 to be unsatisfactory. If the grievance
32 is initiated at step 4, the grievance shall be presented to the provost/vice president for
33 Academic Affairs within twenty (20) working days of when the grievance might reasonably
34 be known to exist.

35 2. Following this submission, no more than ten (10) working days shall
36 elapse before a meeting is held between a representative of the FFA and the provost/vice
37 president for Academic Affairs or designee. The provost/vice president for Academic
38 Affairs or designee shall answer the grievance, in writing, within ten (10) working days
39 from the date of the meeting at which the grievance was discussed.

E. Step 5 – Arbitration

1. If the grievance is not satisfactorily resolved at step 4, the FFA only may submit the grievance to binding arbitration. The FFA will notify the Employer of its intent to arbitrate by serving written notice of such intent upon the provost/vice president for Academic Affairs within twenty (20) working days after the step 4 answer. If a mutually satisfactory arbitrator cannot be found, the FFA may file a request for a panel of arbitrators within fifteen (15) additional working days after written notice of intent to arbitrate is given to the American Arbitration Association (AAA).

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

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

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

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

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

Section 10 - PAID LEAVES OF ABSENCE

10.1 Paid Sick Leave

A. General Conditions:

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

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

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

The Employer may require verification of the reason for absence when use for reasons other than as allowed in this Section is suspected. Use of sick leave for reasons other than as allowed in this Section may, at the option of the Employer, be treated as an

1 authorized unpaid leave of absence or as an unauthorized absence from employment
2 which shall result in discipline.

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

6 3. The Employer may require that a health care provider satisfactory to it
7 certify or that other satisfactory evidence be provided of either:

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

10 b. Continuing disability.

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

13 B. Sick Leave Bank

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

18 The sick leave bank will maintain a minimum of two thousand (2000) hours. In
19 the event it goes below two thousand (2000) hours, it will be increased to three thousand
20 (3000) hours through donations or, if donations are insufficient, through the automatic
21 subtraction of four (4) hours from each member who has more than four hundred eighty
22 (480) hours of accrued sick leave, even though the subtraction will take them below four
23 hundred eighty (480) hours. Those with less than four hundred eighty (480) accrued sick
24 leave hours at the time the bank is increased under this paragraph will have four (4) hours
25 subtracted from their accrued leave as soon as they accrue four hundred eighty (480)
26 hours. The subtracted hours will be added to the bank.

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

29 a. Meet the criteria of 10.1.A;

30 b. Have used all of his/her accrued sick leave;

31 c. Not be eligible for Long Term Disability;

32 d. Not be eligible for Workers' Compensation benefits.

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

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

3 a. Eligibility for Long Term Disability; or

4 b. Use of seven hundred twenty (720) hours from the bank for
5 each period of disability, as defined by the LTD policy, unless (i.) due to different
6 and unrelated causes and separated by return to active school employment for at
7 least one (1) day, or (ii.) due to the same or related causes and separated by more
8 than six (6) months of continuous active employment.

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

12 C. Return from Sick Leave

13 Members shall provide reasonable notice to the Employer when able to return to
14 work.

15 1. Ten (10) Days or Less

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

19 2. Eleven (11) Through sixty (60) Days

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

25 3. More Than Sixty (60) Days

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

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

32 E. Sick Leave – Separation

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

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

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

10.2 Use of Paid Sick Leave for Other Reasons

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

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

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

B. Maternity/Paternity/Adoption Leave:

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

10.3 Bereavement Leave

A. A member who is absent from work because of the death of a member of the immediate family shall, upon completion of the appropriate University form, be entitled to paid bereavement leave not to exceed four (4) consecutive, regularly-scheduled days, one (1) of which must include the day of and attendance at the funeral or bereavement ceremony. Upon authorization by the Employer, a member may be granted one (1) additional paid day which shall be charged against the member's accumulated sick leave and must be utilized contiguous to the bereavement leave days. Immediate family is defined as follows:

1. Spouse;
2. Natural or adopted child;
3. Natural or adopting parent;
4. Step-parent;

5. Brother or half-brother;
6. Sister or half-sister;
7. Grandparent;
8. Grandchild;
9. Any near relative who resides in the same household with the member or any person with whom the member has made his/her home;
10. Mother-in-law, father-in-law; or
11. Son-in-law; daughter-in-law.

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

C. Bereavement leave authorization shall not be unreasonably withheld.

10.4 Sabbatical Leave

A. Purpose - Sabbatical leave is to encourage members to pursue special studies, investigations, and research that will contribute to their professional development and competence. Sabbatical leaves are granted for special study, research, and/or other projects that will enhance the usefulness of the person to the institution; perform service on the local, state, national, or international level; and/or bring prestige to the University. Endeavors appropriate for consideration as sabbatical leave projects may include but are not limited to the activities listed below:

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

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

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

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

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

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

C. Duration - The duration of sabbatical leave shall be determined by the validity of the request and the needs and resources of FSU. Sabbatical leaves may be granted for one (1) or two (2) semesters or twelve (12) consecutive months but shall not exceed the period of time for which the applicant is regularly appointed. Under special circumstances, determined by the needs of the applicant and the interests of FSU, a sabbatical leave of two (2) or more non-consecutive semesters may be granted so long as the total period on leave does not exceed the period of time for which the applicant is regularly appointed.

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

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

E. All-University Sabbatical Review Committee - Each college, the librarians, and the group composed of the personal counselors/admissions counselors may elect one (1)

1 member from its sabbatical review committee to serve on the All-University Sabbatical Review
2 Committee which reports to the provost/vice president for Academic Affairs.

3 The Employer has no liability in the event there is no All-University Sabbatical Review
4 Committee or in the event such committee fails to meet its responsibilities.

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

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

10 1. Prior to October 15 the member shall consult with his/her department
11 head/chair as he/she develops his/her sabbatical leave plan to be certain that the proposal
12 is consistent with the goals and objectives of the unit.

13 2. On or before October 15, the member shall submit his/her application
14 materials to his/her college/unit sabbatical review committee and to his/her department
15 head.

16 The college/unit sabbatical review committee shall inform the applicant of an incomplete
17 application and the applicant shall have until November 1 to resubmit his/her application.
18 A complete application shall include the following:

19 a. A cover page;

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

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

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

24 e. A signed and dated declaration form regarding:

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

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

30 iii. Agreement to immediately notify the provost/vice
31 president for Academic Affairs, in writing, in the event that proposed
32 sabbatical leave activities change;

33 f. Appropriate intellectual property ownership documents if
34 intellectual property (copyrightable or patentable material) materials are being
35 developed during the sabbatical leave;

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

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

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

7 j. A current resume.

8 3. On or before November 15: The college/unit sabbatical review
9 committee and the department head independently review and evaluate the applications
10 on the basis of their fulfillment of the purposes and eligibility for a sabbatical leave as
11 listed in Sections 10.4.A and 10.4.B of this Agreement. The committee and the
12 department head may choose to not recommend an application on the basis of a lack of
13 completeness or on the merit of the application relative to Section 10.4.A. The
14 committee and the department head then independently forward to the dean a rank-
15 ordered list of recommended applications and an unranked list of non-recommended
16 applications. A written explanation for each non-recommended application shall also be
17 forwarded to the dean.

18 4. On or before December 1: The dean reviews and evaluates the ranked
19 and unranked applications and forwards both the ranked and the unranked lists with
20 comments as received from the college/unit sabbatical review committee and may add
21 additional comments concerning any application to the provost/vice president for
22 Academic Affairs. The provost/vice president for Academic Affairs shall convene the
23 All-University Sabbatical Review Committee and forward all college/unit rank-ordered,
24 recommended applications to this committee.

25 5. On or before January 15: The All-University Sabbatical Review
26 Committee reviews and evaluates the applications. The Committee then creates a single
27 rank-ordered list from the rank-ordered college/unit recommended lists while maintaining
28 the individual college/unit sabbatical leave committees' rank-order. The Committee shall
29 forward these evaluations and a rank-ordered list to the provost/vice president for
30 Academic Affairs.

31 6. On or before April 1: the provost/vice president for Academic Affairs
32 reviews and evaluates all recommended, rank-ordered applications received from the All-
33 University Sabbatical Review Committee and all non-ranked, non-recommended
34 applications received from the individual deans and college/unit sabbatical review
35 committees. Following a discussion with the All-University Sabbatical Review
36 Committee, the provost/vice president for Academic Affairs may delete any ranked
37 application and/or add to the bottom of the rank-ordered list any non-recommended
38 application. The provost/vice president for Academic Affairs forwards a list of
39 provost/vice president for Academic Affairs-approved applications in a rank order to the
40 Board of Trustees for official action and funding. The provost/vice president for
41 Academic Affairs shall notify all applicants as to the approval or rejection of their
42 sabbatical leave requests and the final disposition of their sabbatical leave requests:

provost/vice president for Academic Affairs approved and funded; provost/vice president for Academic Affairs approved but not funded; or provost/vice president for Academic Affairs not approved. All applications that are not approved or not funded must receive from the provost/vice president for Academic Affairs an explanation which shall include specific suggestions for an improved application.

7. On or before the end of the first semester following the sabbatical leave, recipients shall prepare a final report detailing the sabbatical leave activities and submit three (3) copies as follows: one copy to the college/unit sabbatical review committee via the department head for evaluation; one copy to the All-University Sabbatical Review Committee; and one copy to the FSU library for the official University file. The college/unit sabbatical review committee and department head will review and evaluate the final report and forward the report with evaluation to the dean. The dean will review and forward the report to the president via the provost/vice president for Academic Affairs. One copy of the report, with all attached evaluations and comments (as well as any submitted rebuttal) shall be retained in the recipient's personnel file. This report will contain the following elements:

- a. A cover page;
- b. A detailed description of sabbatical leave activities in relation to objectives of the leave;
- c. A list of publications (submissions) and/or papers presented (scheduled) as a result of leave activities;
- d. A list of graduate courses and/or seminars attended;
- e. Plans for future work in the area of leave activity;
- f. Impact of the leave on the applicant's professional responsibilities.

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

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

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

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

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

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

10.5 Jury Duty

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

B. A member must notify his/her department head as soon as he/she is notified of selection for jury duty.

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

10.6 Absentee Replacement

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

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

10.7 Personal Leave Day

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

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

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

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

10.8 Military Leave

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

10.9 Fulbright Leaves

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

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

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

D. Within ten (10) working days of receipt of the materials, the dean shall submit them to the provost/vice president for Academic Affairs with his/her recommendation.

E. Within ten (10) working days of receipt of the materials, the provost/vice president for Academic Affairs will convene the All-University Sabbatical Review Committee to consider the Fulbright candidate for consideration as an exception to the standard sabbatical review process. If approved, the provost/vice president for Academic Affairs will recommend approval of the Fulbright sabbatical leave to the Board of Trustees.

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

10.10 Consulting Leave

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

Section 11 - UNPAID LEAVES

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

B. A member's time while on such leave shall not be counted for tenure requirements, sabbatical requirements, promotion/merit requirements, or in the determination of years of service for the Voluntary Resignation Incentive Plan. He/she will not receive pay for

1 holidays falling within the leave of absence, nor will he/she accrue sick leave or vacation time,
2 but otherwise the member shall be entitled to those rights and benefits under the terms of this
3 Agreement which are under the control of the Employer, as if he/she were continuously
4 employed.

5 C. A member is responsible for contacting the HR office of the University if
6 he/she wishes to maintain at his/her own expense group insurance coverage, such as life
7 insurance, medical insurance and dental insurance during this period, if available through the
8 insurance carrier.

9 **Section 12 - HOLIDAYS AND VACATIONS**

10 12.1 Designated Holidays

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

- 12 1. New Year's Day;
- 13 2. Memorial Day;
- 14 3. Spring mid-semester Friday recess (1 day);
- 15 4. Independence Day;
- 16 5. Labor Day;
- 17 6. Wednesday before Thanksgiving (after 12:00 p.m.);
- 18 7. Thanksgiving Day;
- 19 8. The day following Thanksgiving Day; and
- 20 9. December 25.

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

24 C. When any holiday falls on Saturday, the preceding Friday will be designated
25 as the holiday; when any holiday falls on Sunday, the following Monday will be designated as
26 the holiday.

27 12.2 Vacations

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

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

Section 13 - FRINGE BENEFITS

13.1 Liability Insurance

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

13.2 Health Insurance

Except as prohibited by law, the Employer shall provide to all members on pay status and eligible dependents the following MESSA benefits Options set forth below. Dependents shall be eligible to age 26, effective January 1, 2011.

A. Option 1 (MESSA-Pak A):

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

Long Term Disability – 66 2/3%,
\$5,000 Maximum,
90 calendar days' modified fill,
Pre-Existing Condition Waiver,
Alcoholism/Drug – same as any other illness,
Mental/Nervous-2-year limitation, COLA;
Negotiated Life – \$50,000 AD&D;
Vision – VSP-2 Silver; and
Delta Dental – 100/80S/80; \$3,000 annual max class I, II, III, Sealants included 50A; \$3,200 lifetime max ortho, Adult Ortho included.

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

MESSA Choices II with \$10/20 Rx Rider

Long Term Disability – 66 2/3%,
\$5,000 Maximum,
90 calendar days' modified fill,
Pre-Existing Condition Waiver,
Alcoholism/Drug – same as any other illness,
Mental/Nervous-2-year limitation, COLA;
Negotiated Life – \$50,000 AD&D;
Vision – VSP-2 Silver; and
Delta Dental – 100/80S/80; \$3,000 annual max class I, II, III, Sealants included 50A; \$3,200 lifetime max ortho, Adult Ortho included.

C. Option 3 (MESSA-Pak B):

Long Term Disability – 66 2/3%,
\$5,000 Maximum,

90 Calendar days' Modified Fill,
 Pre-Existing Condition Waiver,
 Alcoholism/Drug – same as any other illness,
 Mental/Nervous-2-Year limitation, COLA;
 Negotiated Life – \$50,000 AD&D;
 Vision – VSP-2 Silver; and
 Delta Dental – 100/80S/80; \$3,000 annual max class I, II, III, Sealants
 included 50A; \$3,200 lifetime max ortho, Adult Ortho included.

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

The base Employer contributions per member toward MESSA benefits per plan year shall be as follows:

Option 1 (MESSA-Pak A) and Option 2 (MESSA-Pak Choices II):

Effective 7/1/10			
Monthly Employer Contribution			
	Single	Dual	Family
MESSA Pak A – SuperCare I	\$645.45	\$1,270.28	\$1,395.26
MESSA Pak C - Choices II	\$614.27	\$1,189.24	\$1,304.23

Effective 7/1/11 (4% increase)			
Monthly Employer Contribution			
	Single	Dual	Family
MESSA Pak A – SuperCare I	\$671.27	\$1,321.09	\$1,451.07
MESSA Pak C - Choices II	\$638.84	\$1,236.81	\$1,356.40

Effective 7/1/12 (4% increase)			
Monthly Employer Contribution			
	Single	Dual	Family
MESSA Pak A – SuperCare I	\$698.12	\$1,373.93	\$1,509.11
MESSA Pak C - Choices II	\$664.40	\$1,286.29	\$1,410.65

Option 3 (MESSA-Pak B):

Effective 7/1/10	
Monthly Employer Contribution	\$182.17

Effective 7/1/11 (4% increase)	
Monthly Employer Contribution	\$189.45

Effective 7/1/12 (4% increase)	
Monthly Employer Contribution	\$197.03

1 Included in the contribution listed above for 7/1/10-6/30/11, the Employer contributed
2 \$44,000.00 to help defray health care costs for members electing Option 1 or 2. That additional
3 amount was apportioned among those members on the basis of single, dual and family status and
4 added to the annual Employer contribution.

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

11
12 Individual members are responsible for all additional costs of improved dental coverage and any
13 increases for coverage for term of Agreement. Specifically, the difference in cost between Delta
14 Dental 100/80S/80; \$3,000 annual max class I, II, III, sealants included 50A; \$3,200 lifetime
15 max ortho, Adult Ortho included and the previous coverage which was 80/80/80; 1000-50; 1500
16 plan.

17
18 Members who provide acceptable "proof of coverage" and elect not to choose any of the above
19 insurance options will receive One Hundred and Fifty Dollars (\$150) per month, less
20 withholdings or deductions required by law, or, in lieu thereof, may elect to apply this amount to
21 any of the Michigan Education Special Services Association variable option plans and/or MEA
22 financial services tax sheltered annuities.

23
24 As insurance rate increases are announced at the beginning of each new plan year, the
25 Association may change the plan design to maintain a rate within the range members are willing
26 to pay, so long as the changes do not increase the Employer's premium contribution.

27 28 13.3 Flexible Spending Account:

29 The Employer shall provide members the following flexible spending account benefits
30 pursuant to a qualified plan under Section 125 of the Internal Revenue Code:

- 31 1. Medical spending account;
- 32 2. Dependent care spending account; and
- 33 3. Insurance premium contributions.

34 Funding shall be through salary deduction. The Employer will pay the cost of
35 implementation and administration.

36 13.4 Payroll Deduction - MEA Financial Services Programs

37 A. The Employer shall make available to all members payroll deduction for all
38 MEA Financial Services programs and annuities.

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

13.5 Implementation of Related Insurance Benefits

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

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

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

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

E. The Employer shall pay insurance premiums for all members beginning:

September 1 for present employees;

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

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

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

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

13.6 Travel Increment

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

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

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

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

2. Air travel:

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

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

1. If only one member who normally teaches the class volunteers to teach it off campus, then he/she will be assigned the class.

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

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

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

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

13.7 Fee Waiver/Fee Reduction

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

13.8 Tuition Waiver

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

A. For any academic semester in which a member has academic responsibilities, he/she may take a maximum of three (3) courses that do not, individually or in aggregate, exceed

1 nine (9) credit hours; not to exceed twenty-four (24) hours within any academic year and following
2 summer.

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

5 C. For any academic semester in which a member does not have academic
6 responsibilities and is not excused therefrom due to sick leave or other approved leave, a current
7 member may take FSU courses without limitation as to number and credit hours and have the
8 regular fees for the first nine (9) credit hours waived. This benefit will not exceed twenty-four
9 (24) credit hours within any academic year and following summer.

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

14 13.9 Tuition Assistance Program for Employee Spouses and Children

15 A. Each member shall have available a tuition assistance program providing a
16 waiver of thirty percent (30%) of the cost of tuition fees at FSU each semester, or the alternative
17 of transferring the member's nine (9) credit hours, which shall be available to eligible spouses
18 and children of members. This benefit will not exceed twenty-four (24) credit hours within any
19 academic year and following summer. A member is eligible for one (1) selection per semester
20 only.

21 B. A member's spouse or child shall be eligible for a tuition waiver if he/she
22 presents evidence to the FSU registrar's office confirming that:

23 1. He/she has satisfied all admission requirements and is eligible to enroll
24 for course(s); and

25 2. He/she is the spouse of a member; or

26 3. He/she is a member's natural or adopted child who was twenty-four
27 (24) years of age or less on the first day of classes for that semester; or

28 4. He/she is a stepchild who is twenty-four (24) years of age or less on
29 the first day of classes for that semester and is claimed by the member as a dependent on
30 his/her federal income tax return.

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

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

1 13.10 Kendall College of Art and Design (KCAD) Tuition Credit Program for Members

2 Pursuant to the provisions of this Agreement, all current members may enroll at KCAD
3 and be eligible to receive credit toward KCAD tuition up to a maximum of nine (9) credit hours
4 per academic semester at the current FSU main campus undergraduate tuition rate; not to exceed
5 twenty-four (24) credit hours within any academic year and following summer.

6 A. For any academic semester in which a member has academic responsibilities,
7 he/she may take a maximum of three (3) courses that do not, individually or in aggregate, exceed
8 nine (9) credit hours.

9 B. For any academic semester in which a member does not have academic
10 responsibilities and is not excused therefrom due to sick leave or other approved leave, a current
11 member may take KCAD courses without limitation as to number and credit hours, subject to
12 the tuition credit amount identified above not to exceed twenty-four (24) credit hours within any
13 academic year and following summer.

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

18 13.11 KCAD Tuition Credit Program for Spouses and Children of Members

19 A. Each member shall have the alternative of transferring the member's nine (9)
20 credit hours per semester not to exceed twenty-four (24) credit hours within any academic year
21 and following summer at the current FSU main campus undergraduate tuition rate to eligible
22 spouses and children of members.

23 B. A member's spouse or child shall be eligible for this transfer if he/she
24 presents evidence to the KCAD Registrar's office confirming that:

25 1. He/she has satisfied all KCAD admission requirements and is eligible
26 to enroll for course(s); and

27 2. He/she is the spouse of a member; or

28 3. He/she is a member's natural or adopted child who was twenty-four
29 (24) years of age or less on the first day of classes for that semester; or

30 4. He/she is a stepchild who is twenty-four (24) years of age or less on
31 the first day of classes for that semester and is claimed by the member as a dependent on
32 his/her federal income tax return.

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

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

1 **Section 14 - SALARY**

2 14.1 General Provisions

3 Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum
4 requirements. The Employer may provide salaries, salary increases and fringe benefits in excess
5 of these minima when such extra salaries and fringe benefits are essential for the maintenance or
6 improvement of the academic quality of the unit. A member on disciplinary probation will not
7 be afforded any salary increase during the year of that probation.

8 14.2 Percentage Increase to Base Salary

9 A. Base salaries will be increased each July 1 for twelve (12) month members
10 and at the beginning of the academic year for ten (10) month members. The amount of such
11 increase for the years 2010-11 through 2012-13 shall be as follows:

12 2010-11 – 2.00%

13 2011-12 – 2.25%

14 2012-13 – 2.50%

15
16 B. Base salary is defined for this section only as that continuing contractual
17 monetary commitment for services rendered according to primary contractual appointment and
18 shall not include any additional monies received that are not specifically designated to become
19 part of said contractual commitment.

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

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

24 14.3 Supplemental Market Adjustments

25 The Employer recognizes that to attract and retain qualified faculty it is necessary to
26 make efforts to offer and maintain salaries that are competitive. To that end, the following salary
27 supplemental market adjustment plan will be administered from FY11 through FY13.

28 A. For the period FY11-FY13, the Employer shall make the following amounts
29 available for supplemental market adjustments:

30 1. \$250,000 for FY11

31 2. \$275,000 for FY12

32 3. \$300,000 for FY13

33
34 B. These amounts will be used for supplemental market adjustments for eligible
35 bargaining unit members. In order to qualify, a member must be eligible for the
36 across-the-board salary increase described in 14.2 and have a salary below the mean for their
37 discipline and rank as determined in 14.3.C. In addition, eligibility shall be determined
38 according to the following criteria:

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

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

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

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

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

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

22 1. Updated survey averages shall be determined by a supplemental
23 market adjustment committee comprised of two (2) bargaining unit members appointed
24 by the FFA and two (2) administrators appointed by the Employer. This committee shall
25 meet annually and not later than June 1 of each year to review the data sources used for
26 supplemental market adjustments.

27 2. Where appropriate, the same data sources used in the FY10
28 supplemental market plan shall be used in determining adjustments for bargaining unit
29 members being considered for supplemental market adjustments in FY11, FY12, and
30 FY13. Disciplines falling outside of the FY10 supplemental market adjustment plan will
31 be reviewed and approved by this committee using the most current data available from
32 CUPA-HR, ASEE, ASCO, AACP, ASAHP surveys.

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

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

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

Step 3: HR shall total the number of eligible members in order to apply the following formula. Those members holding the rank of “professor” shall be eligible to receive a “full share” of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the member’s salary to the level of the comparable survey average salary for his/her discipline and rank. Those members holding the rank of “associate professor” shall be eligible to receive a “two-thirds share” of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the member’s salary to the level of the comparable survey average salary for his/her discipline and rank. Those members holding the rank of “assistant professor” or “instructor” shall be eligible to receive a “one-third share” of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the member’s salary to the level of the comparable survey average salary for his/her discipline and rank.

EP = Number of eligible professors

EA = Number of eligible associate professors

EAI = Number of eligible assistant professors/instructors

FS = Adjustment amount (full share)

$(EP \times FS) + (EA \times (FS \times 2/3)) + (EAI \times (FS \times 1/3)) = \$300,000.00$ (or the amount as listed in Section 14.3.A above)

By example: (Assume 100 eligible professors, 100 eligible associate professors, and 100 eligible assistant professors/instructors; “X” is a “full share” adjustment)

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

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

professors “full share” = \$1500; associate professor “two-thirds share” = \$1000; assistant professor/instructor “one-third share” = \$500.

Step 4: Limitations

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

Step 5: If the initial projected amount distributed through 14.3.D Steps 1 – 4 above results in a total of less than the total as listed in Section 14.3.A. above, the difference shall be allocated utilizing the procedure of Step 3 until the total as listed in Section 14.3.A above is fully allocated.

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

F. This plan is effective only from July 1, 2010 through the expiration of this Agreement.

14.4 New Faculty Orientation

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

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

14.5 Request for Internal Salary Equity Review

A. Tenured faculty members may request, in writing, an internal review of their current base salary as compared to peer FSU faculty with the same credentials, rank and discipline. This request will be directed to the dean for consideration, with a copy to the department head/chair. Upon receipt, the dean will use the following factors to review the request: FSU compensation levels of peer faculty with the same credentials, rank, discipline, performance/accomplishments (provided by faculty member); and current survey standard (14.3.C). Within 60 days of the receipt of this request, the dean will respond, in writing, to the requesting faculty, stating whether or not the faculty member's request can/will be supported, with appropriate reasoning.

B. Supported requests will be forwarded to the provost/vice president for Academic Affairs for review and final action. A member denied at the dean's level may appeal that decision in writing to the provost/vice president for Academic Affairs within ten (10) days of the dean's response. The member shall include a rebuttal document with the appeal.

C. Within sixty (60) days of the receipt of this request, the provost/vice president for Academic Affairs will respond, in writing, to the requesting faculty, stating whether or not the faculty member's appeal can/will be supported, with appropriate reasoning. Decisions will be based upon the merit of the request, volume of requests, and availability of funding. The funding resource will be limited to \$25,000 per year.

D. Decisions of the provost/vice president for Academic Affairs related to the equity reviews will be final and not subject to the grievance procedure (Section 9).

E. Internal salary equity adjustments become effective at the beginning of the next fiscal year and shall be included in the base salary prior to the calculation of any market adjustment.

Section 15 - PROMOTION AND MERIT INCREASES

15.1 Promotion

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

The criteria and procedures shall include the following:

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

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

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

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

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

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

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

15.2 Promotion/Merit Procedures

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

B. Fractional Portions

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

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

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

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

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

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

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

1 3. If the dean believes a candidate does not meet the college eligibility
2 criteria for promotion/merit, the dean shall call a meeting of the committee to discuss
3 his/her concerns. If following this discussion, the committee does not change its
4 recommendation, the dean may strike from the list the candidate in question and shall
5 provide in writing and in clear and explicit terms, to the candidate, committee and the
6 provost/vice president for Academic Affairs, the reason the candidate was struck from the
7 list based upon the college eligibility criteria for promotion/merit.

8 4. The decision by the dean to strike a candidate shall be automatically
9 appealed to the provost/vice president for Academic Affairs. If the provost/vice president
10 for Academic Affairs, upon review, agrees with the recommendation of the committee,
11 the candidate shall be restored to the list in his or her original rank order. If the
12 provost/vice president for Academic Affairs concurs with the dean, the recommendation
13 shall automatically be forwarded to the president for review and decision. The president
14 shall either concur with the recommendation of the committee or uphold the decision of
15 the dean to strike the candidate. The president shall issue his/her decision in writing,
16 explaining the basis for his/her decision in clear and explicit terms.

17 D. 1. The dean may add persons to the extra list generated by paragraph
18 15.2.C.2 in any position order which he/she believes is appropriate but not altering the
19 relative order established by the college/group promotions/merit committee.

20 2. The dean shall forward the lists arrived at in sections 15.2.C and 15.2.D to
21 the provost/vice president for Academic Affairs and the college/group promotion/merit
22 committee.

23 E. Pending conclusion of any appeal under the provisions of 15.2.C.4, the
24 provost/vice president for Academic Affairs shall forward the lists described in 15.2.D to the
25 president who will recommend the lists arrived at in 15.2.C.1, as amended for any person(s)
26 whose name was struck by the dean and not reinstated by the appeal process, to the Board of
27 Trustees. In addition, the president shall recommend to the Board of Trustees twelve (12)
28 individuals from the lists determined in 15.2.D.1 maintaining the rank order within each
29 college/group. If promotion or merit is granted to an individual who fails to meet either the
30 college/group criteria or contractual criteria for that promotion or merit, this promotion or merit
31 shall not be counted as one of the twelve (12) promotions/merits granted by the president.

32 F. The provisions of this Section do not preclude the president from
33 recommending to the Board such additional promotions/merits as he/she may deem appropriate
34 (whether or not the bargaining unit member is on any of the lists described above).

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

38 15.3 Compensation for Promotions/Merit

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

1	Instructor to Assistant Professor	\$2,000
2	Assistant Professor to Associate Professor	\$3,000
3	Associate Professor to Full Professor	\$4,500

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

5 15.4 Degrees

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

11	First baccalaureate	\$500
12	First masters in field of discipline	\$1000
13	First doctor's degree signifying professional curricula or	
14	specialist degree beyond masters in field of discipline	\$1250
15	First doctorate in field of discipline (generally	
16	the Ph.D. and Ed.D. or equivalent)	\$1500

17 B. A bargaining unit member entering a new degree program in a discipline
18 directly related to his/her teaching duties, or entering a program to obtain a second degree of the
19 same level in his/her discipline or a related field may receive payment in accordance with the
20 above schedule upon written approval, prior to entering such program, by the provost/vice
21 president for Academic Affairs.

22 C. It is the intent of this section to provide the faculty member with some
23 adjustment to take account of his/her starting salary at the University when he/she lacked the
24 degree in question.

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

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

29 A. Eligibility – On attaining a combination of age and years of service at the
30 University equaling seventy (70), a member may make application for reduced teaching load for
31 a predetermined period of time while continuing to be treated as a member for all other
32 purposes. Such application shall be submitted to the department head who shall forward it to
33 the dean, along with his/her recommendation. The dean shall forward the application to the
34 provost/vice president for Academic Affairs, along with his/her recommendation. The

1 application shall be subject to final review and decision by the provost/vice president for
2 Academic Affairs.

3 B. Description of Reduced Workload Status

4 1. Members electing reduced workload status will receive a salary
5 proportionate to their workload. All fringe benefits shall continue. However, fringe
6 benefits based upon a percentage of compensation, such as F.I.C.A. and retirement
7 contributions will be reduced in accordance with the amount of salary reduction. The
8 workload reduction cannot be more than fifty percent (50%) without the written consent
9 of the Employer.

10 2. If the Employer and the member agree, a member with reduced load
11 status may accept additional courses/duties with a corresponding increase in his/her
12 percentage compensation for the semester.

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

16 3. After electing reduced workload status the member involved may not
17 thereafter rescind such status without permission from the Employer.

18 4. Workload assignments will be made in accordance with departmental
19 procedures.

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

23 D. A member and the Employer may agree to a workload reduction on a
24 temporary basis.

25 **Section 17 - RETIREMENT**

26 17.1 Retirement System Selection

27 A. Members:

28 Members presently in the Michigan Public School Employees' Retirement System
29 (MPSERS) or any other available retirement program provided by the Michigan Public School
30 Employee's Retirement Act (such as MIP) must remain in such system or its successor until
31 retirement. Members presently in the FSU Tax-Deferred Annuity Plan (TIAA-CREF being one
32 of the fund sponsors under the Plan) must remain in such system or its successor until retirement.

1 B. New Members:

2 Unless legally obligated to allow or require enrollment in MPSERS, within thirty (30)
3 calendar days of the effective date of employment, a member must elect to participate in a
4 retirement program offered by the Employer.

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

8 17.2 Retirement System Payments

9 A. Contributions on behalf of members participating in the basic MPSERS or
10 the optional state retirement program (MIP), provided under authority of the MPSERS, shall be
11 made by the Employer pursuant to the Michigan Public School Employees' Retirement Act, as
12 amended.

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

16 17.3 Retirement System Vesting

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

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

23 17.4 Other Retirement Benefits

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

29 Members wishing to continue coverage through MESSA after retirement options paid by
30 the Employer have been exhausted may do so on a direct pay basis to MESSA and at the sole
31 cost of the member and administered directly between the member and MESSA. To be eligible,
32 the member must be covered continuously, with no lapse in coverage or coverage by MPSERS
33 or until the member chooses to cancel, or for nonpayment, or cancels due to death.

34 17.5 Notice of Retirement

35 In order to assure a smooth transition and provide for continuity of instruction, members
36 who are retiring must do so effective at the end of a semester and will notify their dean at least
37 seven (7) months prior to the date of their retirement. Such written notice will be waived in cases

of emergency requiring a member to retire, or in cases of mutual agreement between the member and the Employer. Unless waived, failure to give at least seven (7) months written notice will result in forfeiture of ten percent (10%) of payment for accrued sick leave. Monies forfeited under this provision will be contributed to the Student Emergency Loan Fund.

Section 18 - OVERLOAD

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

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

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

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

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

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

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

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

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

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

FY11	\$80
FY12	\$80
FY13	\$85

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

Section 19 - PART TIME INSTRUCTION

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

FY10 and thereafter	19%
---------------------	-----

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

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

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

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

D. Whenever one-third ($\frac{1}{3}$) of the members of a seniority group in which a course being taught by a non-member petition for a new evaluation or whenever the department head determines that a new evaluation of the non-member is necessary, the department head shall institute a new review.

Section 20 - VOLUNTARY RESIGNATION INCENTIVE PLAN

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

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

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

B. Be at least fifty-eight (58) and less than sixty-two (62) years of age at the effective date of resignation;

C. Have used all available vacation before resignation; and

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

20.2 Application Procedure

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

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

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

20.3 Limitations

The Employer may limit the number of resignations under this plan.

Resignation will be effective at the end of the winter semester unless otherwise agreed by the Employer.

20.4 Resignation Benefits

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

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

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

B. Provided that the insurance carrier allows, the resignee may continue health insurance as provided for active employees under this Agreement only until the resignee (1) is eligible for Medicare, (2) is eligible for full social security benefits (i.e., no age penalty), or (3) is eligible for insurance paid for, in whole or in part, by another entity as the primary insured, whichever occurs first. Under no circumstances will the Employer contribute toward the premium

1 for insurance an amount greater than the amount it would have paid on the resignee's behalf had
2 he/she remained employed by the University. The member is responsible for any premium not
3 paid by the Employer.

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

8 20.5 Term of Program

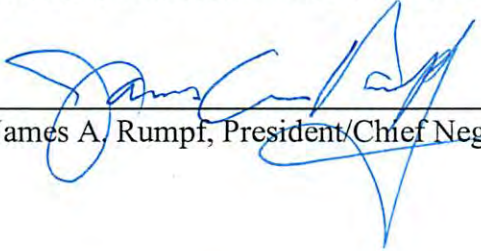
9 This program is effective only for the duration of the contract.

1 **Section 21 - DURATION OF CONTRACT**

2 This Agreement shall be in effect from July 1, 2010 until 11:59 p.m., June 30, 2013.

3

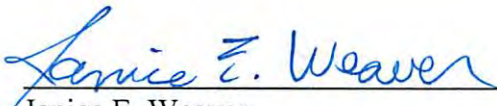
FERRIS FACULTY ASSOCIATION


James A. Rumpf, President/Chief Negotiator


Patrick T. Bolen, MEA UniServ Director


Michael D. Ryan

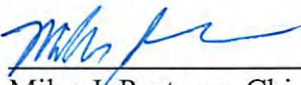

Holly Schalk


Janice E. Weaver

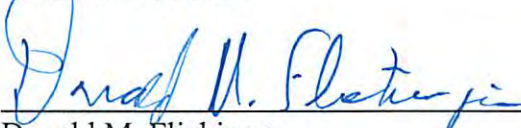
FERRIS STATE UNIVERSITY


David L. Eisler, President


Fritz J. Erickson, Provost/Vice President for
Academic Affairs


Miles J. Postema, Chief Negotiator


Daniel L. Burcham


Donald M. Flickinger


David M. Nicol


Steven B. Stratton

LETTER OF AGREEMENT

Whereas, the Association and the Employer discussed the creation of a wellness program during the recently completed negotiations, and

Whereas, the parties agree that a wellness program would be in the best interests of faculty, staff, and administration, and

Whereas, the parties were not able to agree upon a wellness program during the course of negotiations, and

Whereas, the parties agree to continue discussions with the joint intention of completing work and making a recommendation regarding a comprehensive wellness program no later than July 1, 2011;

THE PARTIES AGREE AS FOLLOWS:

1. A joint wellness program committee shall be established and chaired by the associate vice president of Human Resources.
2. If the joint committee is discussing a wellness program for faculty only, fifty percent (50%) of the committee members shall be designated by the FFA, exclusive of the committee chair.
3. If the joint committee is discussing a University-wide wellness program, the FFA shall designate two (2) committee members. The committee shall also include one (1) person designated by each bargaining unit and two (2) administrative members, exclusive of the committee chair.
4. A component of the wellness program shall include a discounted membership for the University Recreation Center and the University Racquet and Fitness Center for employees who actively participate in the wellness program.
5. This Letter of Agreement shall expire at midnight on July 1, 2011. Within thirty (30) calendar days thereafter, the associate vice president of Human Resources shall prepare for action by the FSU Board of Trustees, the wellness program agreed to by the committee or, if no agreement was reached, a wellness program as recommended by the associate vice president of Human Resources that incorporates paragraph #4 above.

FERRIS FACULTY ASSOCIATION:**FERRIS STATE UNIVERSITY:**

Date

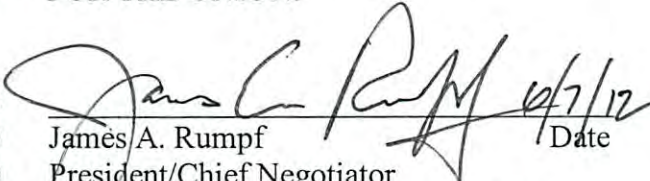
Date

OTHER ELIGIBLE ADULTS

The parties agree to incorporate, in its original form, the following Letter of Agreement pertaining to Other Eligible Adults, into the collective bargaining agreement, but change the original expiration date from June 30, 2010 to June 30, 2013.

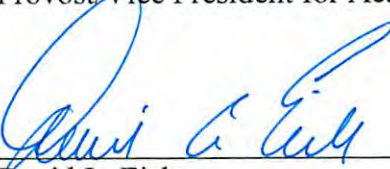
FOR THE UNION:

FOR THE EMPLOYER:

 6/7/12
James A. Rumpf
President/Chief Negotiator
Ferris Faculty Association/MEA/NEA

 6/3/12
Fritz J. Erickson
Provost/Vice President for Academic Affairs

 6/11/12
Patrick T. Bolen
MEA/NEA Uniserv Director

 6/12/12
David L. Eisler
President

LETTER OF AGREEMENT

Whereas, the FFA desires to extend the definition of persons eligible for certain benefits to "Other Eligible Adults" or "OEA";

Whereas, the University agrees to do so along the following terms and conditions;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Letter of Agreement shall commence when it has been signed by all necessary parties and shall expire at midnight on June 30, 2010.
2. Open Enrollment for OEA shall begin as soon as practicable after this Letter of Agreement has been fully executed.
3. Initially the decision of whether a Member's OEA is eligible for this Program shall be made by the Associate Vice President for Human Resources. A Member may appeal the decision according to the normal process for appealing such decisions.
4. The following Program Summary and Enrollment Form outlines the terms and conditions of the Program and eligibility under the Program.

Other Eligible Adult Health Care Plan (Medical, Hospitalization, Vision, Dental, and Prescription Drug) Program Summary and Enrollment Form

A program effective as soon as practicable, that changes the eligibility criteria for enrollment in its health care plan(s) (medical, hospitalization, vision, dental, and prescription drug, hereinafter referred to as "health care plan"). Individuals are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The University reserves complete discretion to determine how the below-listed eligibility criteria and disqualifications will be applied during the program, and the documentation required in connection with enforcement. The University also reserves the right to modify, suspend or terminate this program if required by law to do so.

Under the program, an employee in the bargaining unit represented by the FFA ("Member") may enroll one (1) "other eligible adult" ("OEA") in an FSU-sponsored health care plan available to Members, but only if ALL of the following *OEA* eligibility criteria are met:

- The Member is eligible for and enrolled in the FSU-sponsored health care plan;
- The Member does not have a current or former spouse who is enrolled in any FSU-sponsored health care plan or receiving any consideration to "opt-out" of any such FSU-sponsored plan, if such enrollment or "opt-out" is based upon any relationship with the Member seeking to designate the OEA;
- The OEA is an adult under Michigan law;
- The OEA currently resides in the same residence as the Member and has done so for the last 18 continuous months;¹

¹ Numerous factors may be considered in determining residency, including such items as: (1) location of a person's principal residence; (2) address listed on a person's driver's license and any changes; (3) registration address of a person's vehicle(s); (4) address of a person's professional license(s); (5) address where a person is registered to

- The OEA is not a tenant of the Member, and the Member is not a tenant of the OEA;
- The OEA is not a "dependent" of the Member as defined by the IRS; and the Member is not a "dependent" of the OEA; and
- The OEA is not eligible to inherit from the Member, or from the Member's current or former spouse, under the laws of intestate succession in the State of Michigan (This provision does not preclude the Member from naming the OEA in his or her estate plan).

Eligibility to continue coverage for an OEA ceases at the end of the month in which anyone or more of the eligibility criteria are not met.

The following individuals are *disqualified* from eligibility as an OEA under this program:

- The current or former spouse of the Member²
- The children (including adopted, step- and foster children) of the Member or of the Member's current or former spouse, and their descendants (e.g., children, grandchildren, etc.)
- The parents (including adopted, step- and foster parents) of the Member or of the Member's current or former spouse, and their descendants (e.g., the Member's siblings, nieces, nephews, in-laws, etc.)
- The grandparents of the Member or of the Member's current or former spouse, and their descendants (e.g., aunts, uncles, cousins, etc.)
- The Member's renters, boarders, tenants, landlord, etc.

Eligibility to continue coverage for an OEA ceases immediately upon an OEA becoming disqualified.

An OEA's children (including adopted, step- and foster children) who are qualified and claimed as IRS-defined dependents by the Member's eligible and enrolled OEA are also eligible for health care benefits in the same plan if they are members of the Member's household and under the age of 19 or a full-time student (as defined in the applicable health care plan) and they are unmarried (up to age 23 if an IRS-defined dependent). Such children's eligibility to continue coverage ceases immediately upon the OEA or the child becoming ineligible or disqualified.

Members must notify FSU Human Resources/Benefits in writing of any change in eligibility status or any disqualification, within 15 days after the relevant event.

The OEA enrollment form can be submitted only during the regular open enrollment period, or within 30 days after all of the eligibility criteria are first met, or within 30 days after an eligible OEA involuntarily loses health care benefits sponsored by another employer (a special enrollment event).

vote; (6) location of the bank(s) where a person maintains accounts and statement address on same; (6) address on checking account, credit accounts/cards, etc. There will not be determined to be a break in residency if the OEA temporarily resides in the FSU employee's and OEA's former residence to sell a home or to stay with minor children to complete the current school year.

² A former spouse may be eligible as an OEA if after the divorce the former spouse becomes eligible again under the eligibility requirements above. The period of continuous residence must begin again after the divorce.

I wish to enroll the following Other Eligible Adult (OEA) and OEA's children:

OEA:

_____	_____	_____
Name	Birthdate	Social Security #

Children:

_____	_____	_____
Name	Birthdate	Social Security #

_____	_____	_____
Name	Birthdate	Social Security #

_____	_____	_____
Name	Birthdate	Social Security #

_____	_____	_____
Name	Birthdate	Social Security #

I certify that the OEA named above currently meets the OEA eligibility criteria for the program and that neither the OEA nor any of the OEA's listed children is disqualified from eligibility as described above. I understand that I am responsible for immediately notifying FSU in writing if my OEA or any of my OEA's children ceases to satisfy one or more of the eligibility criteria or if my OEA should be disqualified from eligibility under the program. I understand that I am responsible for any premium co-pays attributable to participation of my OEA or my OEA's children in any FSU-sponsored health care plan, and for all costs and expenses attributable to participation by an OEA or OEA's children who are ineligible, and I authorize FSU to deduct such premium co-pays, costs and expenses from my periodic pay. I understand that state and or federal law may not recognize "Other Eligible Adults" as being qualified for tax exempt status regarding the employer paid benefit. Therefore, I understand that the value of the health care coverages is subject to income tax and FICA taxes and will be reported as income on my W-2 form. I have been advised to consult with my own tax counsel at my own expense to determine the tax implications of the receipt of these benefits. I also understand that I will be responsible for paying any taxes associated with enrolling my OEA and my OEA's children. I also understand that in addition to all of the above that an OEA must meet the requirements of the insurance carrier to be eligible for insurance benefits.

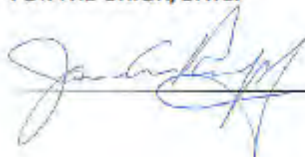
Any information falsified on this document may result in discipline up to and including termination from employment.

_____	_____	_____
Employee Name (please print)	Birthdate	Social Security #

Signature: _____

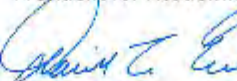
Date: _____

FOR THE UNION/DATE:

 12/22/09
Date

FOR THE EMPLOYER/DATE:

 12-22-09
Fritz Erickson, Provost and Vice
President for Academic Affairs

 12/22/29
David Fidler, President

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 Employer, 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 Employer; 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 Employer
5 and a creator (or a person who assists in the creation of intellectual property), or
6 between the Employer 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 Employer.

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 provost/vice
29 president for Academic Affairs 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 provost/vice president for Academic Affairs or his/her
32 designee are to be made to the University's Intellectual Property Rights Committee, which shall
33 advise the president, who will make the final decision for the Employer.

34 D. Intellectual Property Rights Committee. The Intellectual Property Rights Committee is
35 hereby established as a new University committee, whose membership shall consist of five (5)
36 persons 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

copyright owner has the exclusive right to reproduce his or her work, prepare derivative works, distribute by sale or otherwise, and display or perform the work publicly.

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

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

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

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

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

F. Ownership Rights.

1. Ownership retained solely by creator.

- a. Intellectual property developed on the employee’s own initiative, outside his/her scope of University responsibilities, and without use of substantial University resources (as defined in this Agreement) is owned by the creator. If the intellectual property bears a reasonable relationship to his/her employment responsibilities, then it is the employee’s obligation to

show that the intellectual property was developed according to these criteria.

- b. Faculty shall have personal ownership of books, journal articles, other written reports of scholarly activity, creative works of fiction, textbooks, tests, course-related materials, slides, transparencies, bibliographies, music, and art work and any other material that would fall within the “academic exception” to the “work for hire doctrine” and which were created without substantial Employer support. Intellectual property created by faculty while on sabbatical or “paid leave” shall be deemed created with substantial Employer support, unless otherwise determined during the application and approval process for the sabbatical or paid leave.
- c. Ferris State University should be appropriately acknowledged in all instances.
- d. Ownership of multimedia materials, video and audio recordings, films, and other works that are created with substantial Employer support and resources are addressed elsewhere in this Agreement.
- e. Inventions and other patentable property and software are excluded from this list and are addressed elsewhere in this Agreement.
- f. The Employer shall enter in a course development agreement with the bargaining unit member at issue prior to the creation of any courseware or product offered to be developed by the Employer, said agreement incorporating a list of the material that the bargaining unit member shall remain the owner of the intellectual property rights in the same.

2. Ownership rests with the University.

- a. Intellectual property rights are owned by the University and the net proceeds shall be shared with the creator(s) even when the property is considered a “work for hire,” except as otherwise specified by a duly authorized and executed contract and/or this Agreement.
- b. Intellectual property rights are owned by the University when the property is offered to the University in the form of a gift or under terms of the agreement, and the Employer agrees to accept the property. The distribution of any income accruing from the property will be determined according to the terms of the acceptance agreement.
- c. Intellectual property rights for inventions, whether patented or not patented, other patentable products and software will be owned by the University. Income derived from these types of intellectual property shall be shared between the University and the creator as set forth later in this Agreement.

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

3. Ownership determined by third party agreements.

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

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

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

a. The Employer disclaims ownership of:

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

ii. Scholarly activity data or written reports of scholarly activity that are developed on one's own initiative because one is pursuing one's scholarly activity work, provided the scholarly activity is not covered under other sections of this Agreement. However, where the University may own all or part of the intellectual property rights for inventions, software, or other patentable products, the author and the Employer must consult and have written agreement from the provost/vice president for Academic Affairs' office before publication of the written reports so that the rights of both the author and the University may be protected.

iii. The Employer agrees to execute and deliver at the request of the creating bargaining unit member to perform any reasonable acts to vest all rights, title, and interest in the materials described in 4.a.i

1 and 4.a.ii above in the bargaining unit member and/or provide such
2 person with evidence to support any of the foregoing in the event
3 such evidence is deemed necessary by the bargaining unit member.

4 b. Except to the extent provided under 4.a above, the University shall have
5 ownership of:

6 i. All of its courses.

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

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

12 For example, course-related materials that were developed
13 specifically to benefit teaching activities of more than the
14 individual who developed the materials, such as a multi-section
15 course or as part of a series of lectures for use in some courses.
16 When it is initially made clear to the bargaining unit member that
17 these materials are for use by anyone who is responsible for the
18 course, then the University owns the materials.

19 iv. Instructional materials developed at the request of the College of
20 Professional and Technological Studies or any academic unit when
21 the individual is paid or receives release time for the development,
22 then it is a "work for hire."

23 c. Ownership of the intellectual property rights is not to be confused with the
24 Employer's right of access to materials. The Employer reserves the right
25 to review all materials used in the teaching of a course or in the conduct of
26 or resulting from scholarly activity at the University. These materials
27 must be made available upon request and at no cost to the Employer when
28 the Employer needs access to these materials in fulfilling its institutional
29 responsibilities. When the Employer requires access to the materials, it
30 will, to the best of its ability, do nothing that will impair the commercial
31 value of the materials to the employees.

32 5. Decision regarding ownership issues.

33 When there are questions of ownership, the initial decision about ownership shall
34 be made by the provost/vice president for Academic Affairs or his/her designee.
35 Any appeal of a decision made by the provost/vice president for Academic Affairs
36 or his/her designee shall be made to the University's Intellectual Property Rights
37 Committee, which shall advise the president, who shall make the final decision
38 for the Employer.

1 G. Transferring Ownership Rights.

2 1. Copyrightable property. If the Employer determines that it does not wish to retain
3 the ownership of copyrightable materials, it may elect to place the materials in the
4 public domain, assign the ownership rights to an outside party, or offer the rights
5 to the creator, unless a third party agreement prevents such an assignment. Any
6 transfer of ownership must be in writing, and signed by the vice president for
7 Administration and Finance or the president.

8 a. If the copyright is assigned to the creator, the Employer may require that
9 the University be allowed to use the copyrighted materials without charge;
10 provided such use is only on the University's campus or satellite campus.
11 A satellite campus is defined as any campus where the University is
12 delivering a course for credit or non-credit.

13 b. If the copyright is assigned to an outside party, the Employer may enter
14 into an agreement, which sells the copyright, licenses the copyright, or
15 gives the copyright to the third party. It may require that the Employer be
16 allowed to use the copyrighted materials without charge.

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

21 2. Patentable property. If the Employer determines within six months from the date
22 the invention is reduced to practice and notice of the same is provided to the
23 Employer that it does not wish to patent, license, or otherwise market an
24 invention, the Employer will offer the intellectual property rights to the creator,
25 unless a third party agreement prohibits such an offer.

26 A mutually agreeable written agreement will determine the terms of the
27 ownership transfer. For the University, the Agreement must be signed by the vice
28 president for Administration and Finance or the president.

29 H. Responsibilities of Inventors and Authors.

30 1. Disclosure responsibilities.

31 a. If there will be no royalties or other income resulting from the intellectual
32 property and if it is absolutely unambiguous that, under the terms of this
33 Agreement, the ownership will be retained by the creator, there is no
34 obligation to report to the Employer the development of intellectual
35 property.

36 b. Prior to filing any patent or copyright applications and prior to signing any
37 agreements that will produce royalties or other income in regards to
38 intellectual property, the creator must notify the provost/vice president for

1 Academic Affairs' office even if the creator believes they have sole rights
2 to the intellectual property.

3 No agreements should be signed until the provost/vice president for
4 Academic Affairs' office provides written confirmation that the University
5 does not own the property.

6 2. Ownership rests with the University.

7 a. For potentially patentable products, as soon as the inventor recognizes that
8 there is a possibility of a patentable product or discovery and before
9 disclosing it to any party outside the University, the creator must notify
10 the provost/vice president for Academic Affairs' office about the product.

11 b. For intellectual property not subject to patent law; if there is any
12 possibility that the University will own the intellectual property rights, the
13 creator is encouraged to discuss the idea with the provost/vice president
14 for Academic Affairs' office when the creator first recognizes that the
15 intellectual property will be developed.

16 c. If funding was provided by an external agency that requires notification
17 when intellectual property is developed, the principal investigator is
18 responsible for notifying the agency and the provost/vice president for
19 Academic Affairs' office. The project director is responsible for assisting
20 the provost/vice president for Academic Affairs' office by providing the
21 necessary information and completing any required forms.

22 3. Ownership determined by third party agreement.

23 The provost/vice president for Academic Affairs' office, in consultation with the
24 General Counsel's office should be consulted for assistance in determining the
25 appropriate disclosure procedures for intellectual property developed pursuant to a
26 grant or contract with an external entity.

27 I. Other Responsibilities.

28 1. When the University owns the intellectual property rights, each creator is
29 expected to work cooperatively with the Employer and with anyone to whom the
30 Employer designates the right to evaluate or commercialize the intellectual
31 property.

32 2. When the University does not have an ownership interest in the intellectual
33 property, the name of the University shall not be used in connection with the
34 property without prior written permission from the provost/vice president for
35 Academic Affairs' office, (such permission shall not be unreasonably withheld),
36 except as specified below:

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

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

J. Control of the Intellectual Property Owned by the Employer.

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

1. Copyrightable property.

- a. The Employer will determine, in consultation with the creator, whether to file an application with the U.S. Copyright Office. If a copyright is pursued, the author is expected to cooperate in filing the necessary paperwork. All costs will be paid by the Employer or as otherwise agreed in writing.
- b. The Employer will develop and approve agreements about the assignment of copyright and the publishing and/or marketing of the work. The creator may not enter into any agreements to publish or otherwise market the intellectual property, but he/she is encouraged to advise the Employer on the best outlets for the copyrightable material.
- c. As owner of the copyright, the Employer may allow or direct others to create derivatives of the material, including course material developed as a "work for hire" for the College of Professional and Technical Studies or other academic units. Notwithstanding the terms and conditions contained in this paragraph, if the creating bargaining unit member has used his or her best efforts to comply with the applicable material terms and conditions of this Agreement and/or Course Development Agreement, such bargaining unit member shall have the option to elect to create any and all derivatives of the materials at issue.

2. Patentable property.

- a. The Employer will determine whether to pursue a domestic and/or foreign patent, and if so, through what means. The Employer will also make decisions relating to the licensing and marketing of patentable products.
- b. The inventor will advise the Employer on the best course of action.
- c. If the Employer wishes to file for a patent or for an evaluation for a patent, the inventor will cooperate by completing all of the necessary paperwork.

All costs will be paid by the Employer or as otherwise agreed in writing by the inventor and the Employer.

K. Sharing of Royalties or Other Income.

1. Ownership retained by creator (materials other than distance learning materials).

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

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

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

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

c. Sales and Licensing Proceeds shall include any revenues generated in connection with the sale, license, and use of patentable or copyrightable materials including any amounts recovered by the Employer, its licensees, or sublicensees in connection with any infringement claims based on the 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%

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 requires the creation of copyright-protected work in a
9 medium provided by the Employer. Electronic distance learning materials
10 shall include all instructional materials produced, stored and/or reproduced
11 in any form including in any form of computer storage or in digital format,
12 such as on CD-ROM, digital video disc, and server hard drives for access
13 on computers, computer work stations, and through the internet/extranet.

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

16 a. Copyright.

17 i. The copyright of all distance learning instructional materials shall
18 vest in the University except as otherwise provided in this Section
19 L., or as otherwise provided in a written agreement between the
20 Employer and the bargaining unit member, so long as the
21 Employer asserts rights/ownership in the materials.

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

33 iii. The Employer shall bear all costs in protecting the materials.

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

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

iii. Revision Rights.

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

iv. Royalties.

In accordance with this Agreement, bargaining unit members shall receive all royalties that may accrue from the commercialization of electronically published course materials they create on their own initiative, unless they are commercialized through the joint effort of the bargaining unit member and the Employer, then royalties shall be shared pursuant to written agreement. The Employer retains all royalties that may accrue from the commercialization of electronically published course materials created by bargaining unit members pursuant to contract or as a work for hire, including electronically published course materials created as a condition of employment, except as otherwise provided in this Agreement. Copyright law permits joint owners to pursue commercialization either jointly or separately, with accounting. Other circumstances may require review on a case-by-case basis. Absent a written agreement to the contrary, specific division of royalties is addressed in subsection xi below. In instances of joint ownership between bargaining unit members where the Employer also retains

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

7 v. Contributed Materials.

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

28 vi. Use of University's Name.

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

32 vii. Protecting the Work.

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

viii. Retention of Nonexclusive License.

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

ix. Administration.

The provost/vice president for Academic Affairs shall be responsible for the administration of this Agreement and applying the Agreement equitably throughout the University. The bargaining unit member should meet with his/her department head and dean to determine which category the electronically published materials will be assigned and the ownership, institutional resource commitment, and the royalties. A copy of the Agreement will be forwarded to the provost/vice president for Academic Affairs' office for his/her review and assurance that the Agreement is being applied in an equitable manner. The provost/vice president for Academic Affairs shall inform the dean and department head of any inequitable applications of the Agreement and it shall be the responsibility of the provost/vice president for Academic Affairs or his/her designee, dean, and department head to resolve the issue with the bargaining unit member. If the bargaining unit member and the dean and department head cannot resolve the issue, the provost/vice president for Academic Affairs or his/her designee will resolve the issue. Appeals of the decision made by the provost/vice president for Academic Affairs or his/her designee are made to the University's Intellectual Property Rights Committee, which shall advise the president, who makes the final decision for the Employer.

x. Ownership Rights and Compensation Relative to Category.

Category I – Totally Bargaining Unit Member Generated.

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

1 Category II – Employer Contracts with a Bargaining Unit
2 Member to Develop a Work

3 A bargaining unit member is contracted to develop a specific
4 product. The Employer provides all resources for the work. The
5 work was carried out totally as a part of the bargaining unit
6 member's assigned time or for additional compensation. The
7 University owns all intellectual property in the final products other
8 than the material incorporated into the final products that fall
9 within the "Academic Exception" and those materials specifically
10 listed on any Appendix to any applicable separate written
11 agreement, and have an exclusive educational and commercial
12 ownership and license authority. The bargaining unit member is
13 not entitled to payment of royalty except to the extent the proceeds
14 are generated by the Employer as a result of sale or license of the
15 products to a third party and except to the extent otherwise
16 provided under this Agreement and/or as agreed in a separate
17 written agreement.

18 Category III

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

27 xi. Sale of Courses and Royalties.

- 28 a. After consultation with the bargaining unit member and
29 dean, the Employer may sell courses in a variety of media.
- 30 b. FSU office or offices identified by the provost/vice
31 president for Academic Affairs will consult with the
32 bargaining unit member and dean to sell a selected course
33 prior to the start of class.
- 34 c. FSU office or offices identified by the provost/vice
35 president for Academic Affairs will be responsible for
36 producing the copies in appropriate format as well as for
37 any special editing required and packaging for shipment.
- 38 d. The bargaining unit member will be afforded the
39 opportunity to review segments of the course prior to its
40 sale and for the duration of the use and distribution by the
41 Employer as long as employed by the University. The

bargaining unit member may request editing or re-recording from the Employer. Final decisions regarding requests for re-editing or re-recording will be made by the provost/vice president for Academic Affairs or his/her designee, after consultation with the appropriate department head and dean.

e. Net proceeds received from the sale of courses (e.g., royalty or fee payments to the Employer or any amount recovered by the Employer in connection with any claim of infringement based on the courses) will be distributed with the bargaining unit member(s) receiving 40%, the division 20%, the bargaining unit member's college and department 20%, and the general fund 20%, in accordance with the royalty schedule set forth in Section K. 2.

f. FSU office or offices identified by the provost/vice president for Academic Affairs, in conjunction with the vice president for Administration and Finance, may also market and sell noncredit programs for which it holds licensing and distribution agreements. Royalties for the use of such a program will be paid to individuals, both internal and external to the University, according to the licensing and distribution agreement executed for the specific program.

xii. Compensation for Use of Course/Materials.

a. If an entirely previously recorded course is offered for credit in subsequent semesters, the bargaining unit member who created and/or taught the course may be given first right to administer/teach and revise the rebroadcast of the course, provided that he/she has used his/her best efforts to comply with the applicable material terms of this Agreement and/or any applicable written agreement.

b. If the bargaining unit member who created and/or taught the course is unable or declines to administer/teach the course, the sponsoring department may recruit another bargaining unit member, faculty member, staff member, or other person with appropriate expertise to administer the course, but the bargaining unit member who created and/or taught the course shall be paid a fee of one-tenth (1/10th) of overload pay, so long as they are employed at the University for the first three (3) years after development of the material. The bargaining unit member is responsible for requesting this payment. The bargaining unit member will be responsible for consulting with and providing support to other bargaining unit members, faculty

members, staff members or other persons using the course materials.

- c. If an entirely previously-recorded course is offered in additional sections, the sponsoring department may recruit other bargaining unit members, faculty members, staff members, or other persons with appropriate expertise to administer/teach the additional sections, but the bargaining unit member who created and/or taught the course shall be paid a fee of one-tenth (1/10th) of overload pay. The bargaining unit member is responsible for requesting this payment. The bargaining unit member will be responsible for consulting with and providing support to other bargaining unit members, faculty members, staff members or other persons using the course materials.

xiii. Licensing Agreements and Releases.

- a. Whenever the Employer produces a video program, those who appear in the program (i.e., the talent) may be required to sign a release permitting the recording and use of an “image of their person and sound of their voice.” The provost/vice president for Academic Affairs or his/her designee will be responsible for obtaining signed releases during the production of technology-based programs provided the bargaining unit member has used his or her best efforts upon reasonable due diligence to provide the provost/vice president for Academic Affairs or his/her designee with the necessary information needed to obtain such releases, the Employer shall hold the bargaining unit member harmless from any and all claims, costs and expenses arising in connection with the same.
- b. The provost/vice president for Academic Affairs or his/her designee and/or bargaining unit member is responsible for obtaining all releases for intellectual property used in the production of technology-based programs and executing licensing agreements with those holding the copyrights for such intellectual property.
- c. Vice president for Administration and Finance will be responsible for developing and executing license agreements for programs produced by the Employer. At a minimum, each agreement will include stipulations that:
1. the licensee will not duplicate the recording, unless expressly provided in the license;

2. the license is provided for a specified period of time, usually one year;
3. the licensee will not retransmit the program, unless expressly provided in the license; and
4. the licensee will not edit or resell the program.

M. Term.

The term of this Agreement shall be for the duration of the current 2010-2013 Agreement between the Ferris Faculty Association and the Ferris State University Board of Trustees.

N. Reporting and Payment.

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

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 “the Employer”) and _____, whose address is _____ (hereinafter referred to as “the course developer”).

BACKGROUND

- A. The Employer 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 D-1 (Course Developer Responsibilities);
- B. The course developer agrees to create for the Employer the approved distance learning course (“the approved distance learning course”) in exchange for the compensation described herein;
- C. The Employer 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 Employer requirements for distance learning courses. A set of suggested guidelines for tasks to be performed by the course developer are set forth in Attachment D-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 the Employer 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 Authorization Form in Attachment D-3 through the duration of this Agreement. If release time, the course developer shall receive release time for ____ (____) credit hour(s) of teaching during the _____ Semester of _____ (year) for the completion of the approved distance learning course and execution of the Distance Learning Course Completion Checklist and Course Payment Authorization Form (Attachment D-3). Whether stipend or release time compensation is made, the course developer shall also receive any royalties earned under the royalty rights for distance learning instructional materials provision of the Intellectual Property Rights and Electronic Distance Learning Materials Policy (see Appendix C of the 2010-2013 Collective Bargaining Agreement between the Ferris State University Board of Trustees and the Ferris Faculty Association/MEA/NEA) incorporated herein by reference. This compensation—stipend or release time—shall be treated as regular compensation and as such shall be subject to all standard benefits, taxes, and withholdings.

4. The course developer warrants that all of his/her work associated with the creation, preparation, construction or development of the approved distance learning course will be in accordance with the provisions of the 2010-2013 Collective Bargaining Agreement between the Ferris State University Board of Trustees and the Ferris Faculty Association/MEA/NEA including Appendix C, the Intellectual Property Rights and Electronic Distance Learning Materials Agreement.
5. The course developer will work with _____ (dean) of _____ (college) and/or the dean of the College of Professional and Technical Studies or his/her designee, (and, if necessary, the provost/vice president for Academic Affairs) to develop the distance learning course.
6. If the completed version of the distance learning course is not accepted by _____ (dean) of _____ (college) or the dean of the College of Professional and Technical Studies, as set forth in Paragraph 5 above and Attachment D-3 (Distance Learning Course Completion Checklist and Course Payment Authorization), the course developer will make reasonable efforts and allocate a reasonable amount of time to resolve any outstanding issues or concerns. The provost/vice president for Academic Affairs will attempt to resolve any disputes that cannot be resolved by mutual agreement between the deans and the course developer. If compensation takes the form of a stipend, after the completed course is accepted, the dean of _____ (college) or the dean of the College of Professional and Technical Studies will process the Distance Learning Course Completion Checklist and Course Payment Authorization Form (Attachment D-3) for payment of stipend. If compensation takes the form of release time, after the completed course is accepted, the dean of _____ (college) or the dean of the College of Professional and Technical Studies will process the Distance Learning Course Completion Checklist and Course Payment

1 Authorization Form (Attachment D-3) to acknowledge that release time
2 obligations have been met.

- 3 7. Upon request, before the distance learning course is accepted as set forth above,
4 the course developer agrees to make reasonable changes related to the course
5 developer responsibilities listed on Attachment D-1 and allocate a reasonable
6 amount of time in the making of the same to the distance learning course as
7 deemed necessary by the _____ (dean) of _____
8 (college). The course developer shall make any such changes within a mutually
9 agreed upon timeline.
- 10 8. The course developer's signature on the Distance Learning Course Completion
11 Checklist and Course Payment Authorization Form (Attachment D-3) also
12 constitutes his/her agreement to grant, assign, transfer and relinquish to the
13 University all present, future or potential rights, including patent rights,
14 copyrights or other intellectual property rights, in the approved distance learning
15 course, including the right to modify, rearrange or create derivative works.
16 Notwithstanding the terms and conditions of the preceding sentence, the
17 Employer agrees and acknowledges that all works created by the course
18 developer, and owned exclusively by the course developer, prior to the creation of
19 the approved distance learning course that is the subject matter of this CDA,
20 including but not limited to, those works or items specifically listed in Attachment
21 D-4 (List of Works Created and Owned Exclusively by Course Developer Prior to
22 Creation of Distance Learning Course) and attached and made a part of this CDA
23 (to be delivered before the course development work begins), and that is
24 incorporated in the course, is and shall remain the intellectual property of the
25 course developer. Course developer grants an irrevocable nonexclusive license to
26 the Employer to use these materials as incorporated in the course or subsequent
27 versions of the course or in derivative works. The Employer further agrees that,
28 provided course developer has used his or her best efforts to comply with the
29 material terms and conditions of this CDA, and while an employee at FSU, course
30 developer shall have the right to elect to make any and all modifications,
31 rearrangements, updates and/or create any and all derivative works of the
32 approved distance learning course. As a result of the University's ownership of
33 the approved distance learning course, it shall have the exclusive right to
34 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/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 the Employer, such consent shall not be unreasonably withheld. The
43 course developer will cooperate fully with and assist the Employer, at the
44 Employer's expense, in obtaining patent protection, copyright protection, or any
45 other intellectual property protection for the approved distance learning courses
46 that the Employer may desire. Nothing contained herein grants such license to

any other person or entity or grants the course developer any right to convey or grant to any third party any rights whatsoever in the approved distance learning course or employ or permit any third party to teach the approved distance learning course in any educational setting. The obligations, representations, warranties, confirmations and acknowledgements of the parties set forth in this paragraph shall continue, survive and shall remain in full force and effect after termination or expiration of this CDA or the termination of the course developer's employment relationship with the University, if applicable, and shall be binding upon and inure to the benefit of the parties and their administrators, heirs, successors and assigns. Notwithstanding the foregoing, the course developer's right to receive compensation or royalties under this CDA, right to revise or update, and right to teach the course shall terminate with the termination of his/her employment with the University.

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

10. Based on information and belief after exercising reasonable due diligence, to course developer's knowledge, the course developer represents and warrants that he/she has full power to enter into this CDA; that the materials he/she will provide do not violate any rights, are not defamatory, libelous, or obscene; and do not infringe upon any statutory or common law copyright. Nothing contained in this

paragraph shall prohibit or bar the course developer from making a claim under the legal representation and indemnification policy contained in Business Policy Letter 99:10 (Attachment D-5).

11. If course developer is a teaching faculty member at FSU, the course developer hereby acknowledges the approved distance learning course developed pursuant to this CDA is developed and created pursuant to the course developer's employment with the University and not on an independent contractor basis. The course developer however acknowledges that the approved distance learning course is being created pursuant to the specific request, order and commission of the Employer. The parties hereto expressly agree that the approved distance learning course shall be considered a work made for hire, owned solely by the University, except to the extent ownership shall remain or vest in the course developer as set forth in paragraphs 8 and 9 above.
12. The course developer acknowledges that the restrictions contained herein are reasonable and necessary and that any violation of these restrictions would cause substantial injury to the University. In the event of any material violation of this Agreement by either party, the Employer and the course developer shall retain the right to seek money damages, preliminary and permanent injunctive relief, and/or any other remedies at law.
13. The Employer and the course developer release and discharge the Ferris Faculty Association/MEA/NEA from any and all known claims, demands, actions, causes of action, damages, obligations, agreements and/or losses of every kind and description whether in law, in equity, or otherwise, which it may have ever had or have upon the execution of this Agreement, against the Ferris Faculty Association/MEA/NEA arising out of this Agreement.
14. This CDA and the intellectual property rights and electronic distance learning materials (Appendix C of the 2010-2013 Collective Bargaining Agreement between the Ferris State University Board of Trustees and the Ferris Faculty Association/MEA/NEA) herein incorporated constitute the entire agreement between the parties hereto concerning the subject matter hereof. It may not be changed orally, but only by an agreement in writing, signed by the parties against whom enforcement of any waiver, change, modification, extension or discharge is sought.
15. The invalidity or unenforceability of any particular provision of this CDA or the related attachments shall not affect its other provisions, and this CDA shall be construed in all respects as if such invalid or unenforceable provision were omitted.
16. This CDA may be executed in one or more counterparts, but in such event, each counterpart shall constitute an original, and all such counterparts shall constitute one CDA.
17. This CDA shall be construed and performance hereunder shall be governed by and controlled by the 2010-2013 Collective Bargaining Agreement between the

Board of Trustees of Ferris State University and the Ferris Faculty Association/MEA/NEA including Appendix C, the Intellectual Property Rights and Electronic Distance Learning Materials Agreement, the laws of the State of Michigan, with the exception of the provisions dealing with patent and copyright protection, which shall be governed by federal law.

18. The waiver by either party of a breach of any portion of this CDA by the other party shall not operate or be construed as a waiver of any subsequent breach.

19. Any controversy or claim arising out of, or related to this CDA, or the interpretation or breach thereof, shall be settled by binding arbitration as set forth in Section 9.3 – Step 5 – Arbitration of the 2010-2013 Collective Bargaining Agreement between the Board of Trustees of Ferris State University and the Ferris Faculty Association/MEA/NEA.

20. The course developer shall have full control of the substantive and intellectual content of the approved distance learning course, both at the time of its production and any time during the use by the Employer subject to the oversight consistent with normal FSU curricular processes. Notwithstanding the foregoing, others using the materials to teach the approved distance learning course shall have the right to exercise their own academic freedom in delivering the approved distance learning course while adhering to the approved course standards, if any, of the academic college in which the course originates.

21. Supplemental Updates. Subject to the terms and conditions of this CDA as set forth above, the course developer may at his/her discretion produce any revised or supplemental materials or reflect developments or insights that come to the course developer's attention following completion of the approved distance learning course.

22. Procedures for updates. In the event the course developer becomes aware of the need or desire to produce a supplemental update to the approved distance learning course, the course developer shall notify, in writing, the department head/dean that offers the course of such a need. Upon delivery of the written notice, the course developer shall thereby have the authority to create the supplemental materials as soon as practically possible but in any event no later than the period of forty-five (45) calendar days after delivery of the written notice. If the department head/dean recognizes the need to prepare such a supplemental update, the department head/dean may deliver a written notice to the course developer, which shall also authorize the course developer to make such updates as soon as practically possible but no later than the subsequent forty-five (45) calendar days.

23. Pending updates. Before updates or supplemental materials are ready for distribution with the approved distance learning course, the Employer and the course developer or others using the materials shall use their best efforts to coordinate with the course developer regarding the continued use of portions of the approved distance learning course that may not reflect current or the most accurate information. Absent agreement between the Employer and the course developer, the Employer shall use its best efforts to inform users of the approved

distance learning course about the availability of current or more accurate information.

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

25. Right to teach. Provided that the course developer has complied with the materials terms and conditions of this CDA, the course developer who has created the approved distance learning course shall have the first option to teach the course for which the approved distance learning course shall be used. This option shall be exercised within a reasonable manner and period of time. Notwithstanding the foregoing option, the Employer shall have the right to reasonably distribute its course load among the faculty available to teach its courses in a manner consistent with the Collective Bargaining Agreement.

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

If provided to the Employer, mail or give to:

Provost/Vice President for Academic Affairs
Ferris State University
1201 S. State St., CSS 310
Big Rapids, MI 49307

If provided to course developer, mail or give to:

Name: _____

Address: _____

City/State/Zip: _____

27. Neither this CDA nor performance hereunder can be assigned without the Employer's prior, written consent and, upon any such assignment, this CDA shall be binding upon all successors and assigns hereto.

1 IN WITNESS WHEREOF, the undersigned parties have caused this CDA to be executed under
2 their hands and seals this _____ day of _____, 20____.

3 COURSE DEVELOPER

FERRIS STATE UNIVERSITY

4 By: _____

By: _____

5 Provost/Vice President for Academic Affairs
6 or his/her designee

7 Copies of signed contract sent to:

8 Dean of the College of _____

9 Dean of the College of Professional and Technological Studies
10 Provost/vice president for Academic Affairs (File Copy)
11 President of the Ferris Faculty Association/MEA/NEA

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. CPTS 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 D-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 FerrisConnect or other Employer approved technology			
2	Instructor's information			
	Instructor's bio			
	Instructor availability			
	Instructor's philosophy on TL			
	Enter into FerrisConnect or other Employer approved technology			
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			
	FerrisConnect or other Employer approved technology Tool Description and Explanation			
4	Calendar of course			
	Enter into FerrisConnect or other Employer approved technology			
5	Table of contents			
	Units			
	Topics			
	Organized by week			
	Enter into FerrisConnect or other Employer approved technology			
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 FerrisConnect or other Employer approved technology			
9	Exams			
	Enter and link in FerrisConnect or other Employer approved technology			
10	Papers			
	Enter and link in FerrisConnect or other Employer approved technology			
11	Assignments			
	Course finished and on FerrisConnect or other Employer approved technology 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. CPTS will assist the course developer in securing the copyright permissions.

____ Copyright clearances

____ Participation in meetings

Check one:

1

2

Option A:

☐

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The contract for the development of this course has been fulfilled and is authorized for payment.

4

5

Option B:

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6

The contract for the development of this course has been fulfilled and release time obligations have been met.

7

Instructional Designer

Date

Course Developer

Date

Dean, College of Professional and
Technological Studies at Ferris State University

Date

Dean, College of _____

Date

8

2

List of Works Created and Owned Exclusively by Course Developer

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Prior to Creation of Distance Learning Course

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Course Developer

Date

FSU Business Policy Letter 99:10
Legal Representation and Indemnification
(Supersedes 89.11)

I. LEGAL REPRESENTATION

A. General Policy

Subject to the limitations, conditions and procedural requirements established elsewhere in this resolution, Ferris State University shall indemnify all of its officers and employees (including student employees and properly appointed volunteers) for the cost of legal representation made necessary or desirable by the existence of all of the following conditions:

1. The officer or employee has been made a party to, or is threatened to be made a party to a civil, criminal or administrative suit, proceeding, action, or investigation.
2. The suit, proceeding, action, or investigation related to conduct or inaction of the officer or employee which was within his/her scope of authority and course of employment, or, which the officer or employee reasonably believed to be within his/her scope of authority and course of employment.
3. The conduct or inaction at issue was the result of the officer or employee acting in good faith.

B. Limitations of Indemnification for Legal Representation

1. The University may, in its discretion, designate and engage an attorney on behalf of the officer or employee who is in need of legal representation. If the officer or employee declines such representation, the University shall have no obligation to indemnify the officer or employee for the cost of legal representation.
2. The officer or employee seeking indemnification for legal representation shall have a duty to cooperate fully with the counsel approved by or appointed by the University. If the officer or employee fails to cooperate with the counsel, legal representation may be withdrawn, and the University shall have no obligation to indemnify the officer or employee for the cost of legal representation. In the event that legal representation is withdrawn, the Board of Trustees will be provided with a summary of the reasons for such withdrawal at the next meeting of the Board of Trustees.
3. If at any time during the suit, proceeding, action or investigation, it is determined by the University that a) the officer or employee does not satisfy the requirements for indemnification set forth in A.1, 2 and 3 above,

1 or b) the employee did not comply with number III below, legal
2 representation shall be withdrawn, and the University shall have no
3 obligation to indemnify the officer or employee for the cost of legal
4 representation.

5 4. The obligation to provide legal counsel or indemnification for legal
6 representation shall not apply if the suit, proceeding, action or investigation
7 is commenced by the Board of Trustees of Ferris State University.

8 5. The duty to provide legal counsel or indemnification for legal
9 representation shall not apply if the officer or employee fails to seek prior
10 approval of indemnification as specified below.

11 6. The conduct or inaction involved did not constitute an intentional violation
12 of federal or State law.

13 C. Procedure for Requesting Indemnification and/or Legal Counsel

14 1. An officer or employee may request that counsel be provided or that
15 indemnification for the cost of legal representation be approved by writing
16 a letter to the University's General Counsel requesting such representation
17 or provision of counsel. The letter shall outline the reason for the request,
18 and shall have attached all legal documents which are relative to the
19 request. This letter shall be delivered to the General Counsel immediately
20 after an officer or employee becomes aware that he/she is a party to (or
21 subject of) a suit, proceeding, action or investigation, or is threatened with
22 such involvement. In no event shall this letter be delivered more than three
23 (3) working days after the date when the officer or employee first became
24 aware of his/her involvement in the suit, proceeding, action or
25 investigation.

26 2. The General Counsel, in cooperation with the Risk Manager, may
27 designate legal counsel to represent the officer or employee, pending
28 approval by the Board of Trustees at its next regularly scheduled meeting.
29 Such interim representation shall be approved unless the General Counsel
30 determines that providing such representation would not be consistent
31 with this policy.

32 3. The Board of Trustees will take formal action on all requests for
33 indemnification, or for the provision of legal representation, at the next
34 regularly scheduled meeting after the request is received. In addition, the
35 Board will be provided with information regarding employees who were
36 denied interim representation by the General Counsel.

1 II. INDEMNIFICATION FOR JUDGMENTS, SETTLEMENTS, AND FINES

2 A. If a judgment is entered against an officer or employee of the University; if a
3 settlement is entered into by an officer or employee of the University; or if a fine
4 is assessed against an officer or employee of the University, Ferris State
5 University shall indemnify the officer or employee for the amount of the
6 judgment, settlement, or fine, if, and only if, all of the following conditions are
7 satisfied.

8 1. Within ten (10) business days of the date when the officer or employee
9 first became aware of his/her involvement in the suit, proceeding, action
10 or investigation, he/she submitted a letter to the General Counsel
11 summarizing his/her involvement and requesting legal counsel (or
12 indemnification for legal representation).

13 2. Within five (5) business days of the date when the officer or employee
14 first became aware that a judgment or fine had been entered against
15 him/her, or, prior to entering into a settlement, the officer or employee
16 sends written notice to the General Counsel, with all relevant legal
17 documents, and requests indemnification for the judgment, fine, or
18 proposed settlement.

19 3. The officer or employee has cooperated with his/her University approved
20 or provided counsel at all times during the process.

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 5. The suit, proceeding action or investigation was not commenced by the
31 Board of Trustees or at the direction of the Board of Trustees.

32 6. The officers or employees conduct or inaction did not constitute an
33 intentional violation of federal or State law.
34

1 III. COMMUNICATIONS

2 A University employee who receives any communication regarding a suit, proceeding,
3 action or investigation involving his/her employment at the University, shall decline to
4 respond to such communication unless authorized to respond by the University's General
5 Counsel. All such communications, including requests for information, shall be
6 immediately reported to the Office of the General Counsel.

7 Richard Duffett, Vice President
8 Administration and Finance
9 Contact: Office of the General Counsel

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