

Grand Valley State University

Executive Committee of the Senate

November 12, 2004

PRESENT: John Bender, Yatin Bhagwat, Jay Cooper, Gayle Davis (ex officio), Rob Franciosi, Richard Hall, Paul Leidig, George Lundsow, Kristine Mullendore, Jean Nagelkerk (Chair), Karen Novotny, Pat Parker (for Lisa Rigsby), John Peck, Allison Reynolds (student), William Rogers, Ellen Schendel, Kathleen Underwood

Guests: Teresa Beck, Rita Grant, Scott Richardson, Oliver Wilson

Agenda Items	Discussion	Action / Decisions
1. Approval of Agenda	The agenda of November 12, 2004 was reviewed.	The agenda of November 12, 2004 was approved as submitted.
2. Minutes approval	The minutes of October 8, 2004 were reviewed.	The minutes of October 8, 2004 were approved as submitted
3. Report of Chair	<p>a) The Chair reported that she was contacted by Mary Warner of Human Resources inviting the ECS to participate as a focus group regarding faculty benefits. ECS will serve as a focus group on November 19, 2004 from 3:00pm to 5:00pm.</p> <p>b) Scott Richardson reported that a hold has been placed on premium increases for now, pending the outcome of HR's investigation into other options.</p> <p>c) Chair Nagelkerk reported that the FSBC is working on understating budget issues, and developing budget priorities for the upcoming year(s). A report will be forthcoming.</p> <p>d) The Chair reminded the ECS that the Winter Retreat is scheduled for 1/14/05 from 11:30am to 4:30pm at the University Club at the DeVos Center.</p> <p>e) The Chair reported that Tom Butcher, University Council, will be developing a faculty personnel process Frequently Asked Questions & Answers posting on the Faculty Governance website.</p>	
4. Report of Provost	<p>a) Provost Davis urged that the issue of faculty workload be discussed and addressed soon.</p> <p>b) Provost Davis reported that there are three administrative openings in the Office of the Provost. These positions will be posted soon. Send the names of any nominees to the Provost's Office.</p>	
5. Report of Student Senate President	<p>a) Representatives of the Student Senate met with members of the Cherry Commission.</p> <p>b) Representatives of the Student Senate will attend a meeting of the</p>	

	<p>American Association of Public Universities. The Student Senate has agreed to co-sponsor a Student Scholarship day with CUJI.</p>	
<p>6. Old Business</p>	<p>d) The topic of Domestic Partner Benefits was discussed. Kristine Mullendore volunteered to monitor the media & political arena for the next year and report any significant changes back to ECS.</p> <p>b) Strategic Planning Global Issues from Retreat</p> <p>c) Workload Equity</p> <p>d) Prospectus for a Masters of Education (Chemistry Concentration)</p>	<p>Will be discussed at 1/14/05 Retreat At UCC and FSBC Stage</p>
<p>7. New Business</p>	<p>a) Oliver Wilson requested senate support for the activities surrounding Martin Luther King, Jr. day on January 17, 2005. He asks that faculty allow student participation in MLK activities and that commemoration activities are incorporated into the schedule where possible. Discussion.</p> <p>b) Center for Excellence in Science Education</p> <p>c) Center for Excellence in Scholarship and Creative Activities</p> <p>d) Summer Drop/Add Policy (APSC)</p> <p>e) The Chair provided an overview of UCC's role in prospectus and final plan review. Rita Grant, chair of UCC, discussed the difficulties of assessing a prospectus and final plan for only curricular implications without assessing costs of implementation. Ms. Grant framed the discussion by querying, "What should be the role of UCC in prospectus and final plan review?"</p> <p><u>Discussion points that emerged included:</u></p> <ul style="list-style-type: none"> • Review prospectus critically for permission to proceed with final plan. <ul style="list-style-type: none"> ○ Should proposed programs, departments, and centers be approved or terminated at the prospectus stage? ○ What elements should be included in the prospectus for a substantive review. • Consistently implement new program review at FSBC <ul style="list-style-type: none"> ○ 1st / 2nd and 3rd / 4th year reviews evaluated by FSBC ○ FSBC assesses new program budget reviews and 	<p>The Provost's Office agreed to send a memo to deans, unit heads, etc. asking them to support the activities.</p> <p>No Discussion</p> <p>No Discussion</p> <p>No Discussion</p> <p>Further discussion will take place at the Winter Retreat on 1/14/05. Changes in practice may require changes in the Faculty Handbook.</p>

provides a report with any recommendations to ECS.

- Determine University priorities for Program Development
 - Need to have some flexibility
 - Community needs should be considered
- Establish Program Review Process
 - UAC established standards & reporting process with recommendations to UAS on undergraduate and graduate programs.

f) Teresa Beck, chair of FPPC, discussed the work of the FPPC to create the Joint Appointment policy, which has been reviewed and approved by Human Resources and the University Counsel. ECS Chair Nagelkerk complimented the work of the committee and requested that Provost Davis take the information to the Dean's Council for their input.

Discussion points that emerged included:

- Should non-tenured faculty ever teach a majority of their course workload outside of their primary department. There was a concern for continuity and communication in the primary department from which a faculty member would be seeking tenure and promotion. There was some discussion that 50% teaching in a secondary department would be the maximum permitted for continuity and success of a non-tenured faculty member.
- What mechanism will secondary programs/departments use to make personnel recommendations? Will there be 2 substantive reviews (primary and secondary departments) or who would attend or what documentation would be forwarded to the primary department?
- Can a new regular faculty be assigned to a program as a primary unit?
- Can a tenured faculty member with a joint appointment negotiate to do most of their, if not all, teaching in the secondary department? Would the primary department have veto power over this arrangement?

Provost Davis will present the information at a Dean's Council meeting.

FPPC to review ECS comments and provide clarification. Ms. Beck, Ms. Wenner, and Mr. Richardson will attend the December 3, 2004 ECS meeting to discuss and if possible finalize the Joint Appointment Policy.

8. Ideas for Future Fora	Workload equity and enlarging regular faculty The "Next Level." What is it? Graduate versus Undergraduate Programs		
9. Adjournment	The meeting adjourned at 5:04 pm		

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November 12, 2004
DeVos Center – 107D DEV

Agenda

1. Approval of Agenda
2. Approval of Minutes - October 8, 2004
3. Report from Chair
4. Report from the Provost
5. Report from the Student Senate President
6. Old Business
 - a) Domestic Partner Benefit Task Force
 - o Discussion Item for 11/12/04
 - o Clarification and Organization of materials
 - o Move to UAS Agenda January 2005
 - b) *Strategic Planning – Global Issues from Retreat
 - o Visioning the “next level”
 - o Strengthening faculty governance
 - o Steps required to enhance the quality of education
 - Improving Faculty/Student Ratio
 - o Support of scholarship
 - o Evaluation Criteria
 - o Faculty Office space and resources when teaching off “home” campus
 - o Traffic flow & traffic patterns
 - c) *Workload Equity
 - o FPPC proposed timeframes for Personnel recommendations (11/12/04)
 - o Release-Time equity and Accountability
 - o FPPC to report on whether the committee is able to take on workload equity as an agenda item (11/5/04)
 - d) Prospectus for a Masters of Education (Chemistry Concentration)
 - o At UCC stage
 - o At FSBC stage
7. New Business
 - a) Center for Excellence in Science Education
 - a. Waiting for materials from Wendy Wenner & Ed Baum
 - c) Center for Excellence in Scholarship and Creative Activities
 - At Provost's Office
 - d) Summer Add/Drop Policy (APSC)
 - e) UCC role in prospectus and final plans
 - Resource Balance in graduate/undergraduate programs
 - UCC chair attending 11/12/05 ECS
8. Ideas for Future Fora
 - Workload equity and enlarging regular faculty
 - The “Next Level”: What is it?
 - Graduate versus Undergraduate programs

11/12/04

MEMO



Faculty Personnel Policy Committee
Teresa Beck, Chair 2004-2005

Date: November 11, 2004

To: Jean Nagelkerk, Chair ECS

From: Teresa Beck

Re: Joint Appointment Policy

Attached you will find the GVSU Joint-Appointment Policy, Memorandum of Understanding, and the Instructions for the Memorandum of Understanding. Tom Butcher has seen the document, assisted with revisions and has approved this final version. Scott Richardson as seen the document, assisted with initial writing of the document and all revisions, and has approved this final version as well. I look forward to discussing this policy at ECS tomorrow.

GVSU Joint-Appointment Policy

Because of the importance of teaching, scholarship, service at GVSU, it may be desirable in certain circumstances for faculty members to have joint appointments with departments in the same college, with departments in different colleges, or with departments and interdisciplinary programs in the same or different colleges. The formal policy and procedures outlined below govern joint appointments.

A joint appointment is a formal arrangement between two departments or a department and a program that specifies the terms under which a member of one provides service to the other. Terms to be negotiated include the length and frequency of the service, the specifics of the assignment, the mechanisms by which the faculty member will be evaluated and that information will be communicated back to the primary department, and the amount of compensation (if any) that will be paid to the primary department.

Joint Appointment Policy:

1. Joint appointments can be made when a faculty member is teaching or providing academic service in two departments or programs for an academic year or longer.
2. The conditions of an individual joint appointment must be detailed at the time of initial joint appointment in a written Memorandum of Understanding between the primary and secondary departments and the faculty member.
3. The departments must agree on the proportion of time to be spent in each department and include this information in the Memorandum.
4. The Memorandum of Understanding must be approved and signed by the chairs of the involved units, the faculty member, the Dean(s), and the Provost before a joint appointment takes effect.
5. The department where tenure resides will be identified as the faculty member's primary department for purposes of reappointment, tenure and promotion, and annual reviews (the other department will be the secondary department). These personnel actions will be governed by the written procedures of the primary department; however, it is understood that the secondary department shall also be providing information.
6. A joint appointee is eligible to be considered for tenure, promoted, receive salary increases, be awarded a sabbatical, and receive grants and research funding in the same manner as faculty members not jointly appointed. The primary department is responsible for initiating and carrying through procedures leading to those changes in status; the department not designated as the primary department is likewise expected to give due and regular consideration to the appointee's qualifications for these advancements. Jointly-appointed faculty will have full voting rights in their primary department, regardless of the percentage of FTE in that department with regard to personnel matters.

7. Expectations for teaching, scholarship and service in each department to which he or she is jointly appointed, will be spelled out in the Memorandum of Understanding.
8. A person on joint appointment shall in no way be disenfranchised from the faculty governance system because of the nature of his or her appointment. Representational rights shall be designated in the Memorandum of Understanding.
9. Faculty members shall submit a Faculty Activity Report (FAR) to the chairs of both departments or programs involved in a joint appointment. Each chair must provide the office(s) of the dean(s) with summary comments on the FAR. If recruiting for a joint appointment the primary and secondary departments shall be represented on the search committee.
10. The joint appointment will be reviewed periodically and is subject to renewal or termination by either the college or department at will. If not renewed, the faculty appointment will revert to the primary college and department. For tenure-track faculty, the appointment may not extend beyond the current contract length with the primary college.

Instructions for Memorandum of Understanding:

Memorandum of Understanding is developed to ensure that all relevant views are expressed at the time of appointment, that effective communication is promoted between departments or with the faculty member, and that a clear orderly process is used for decisions affecting review, promotion, tenure and salary decisions for faculty members with joint appointments. Responsibilities and obligations of departments with jointly appointed faculty will be outlined in the Memorandum.

1. The Memorandum of Understanding describes the expectations for the faculty member at the time of initial appointment and is binding for the duration of the faculty member's joint appointment.
2. The Memorandum of Understanding shall clearly state how a faculty member's professional work will be evaluated, by whom that work will be evaluated, and the extent to which the faculty member's productivity will be evaluated differently from that of others because of the specific nature of the joint appointment.
3. Normally, the primary and secondary departments will divide responsibility according to the proportion of the faculty member's FTE assigned to each department. Specifically, three kinds of considerations need to be addressed in this determination: (a) the definition and weighing of professional performance factors (teaching, scholarship, and service to the university and to the community) that will apply to the individual on joint appointment; (b) the manner in which the evaluation of professional achievements will be divided among the units performing the evaluation; and, (c) for new faculty, how mentoring and other aspects of faculty development will be handled.
4. Clear assignment of work effort in both departments—for example, number of courses taught, obligation for advising students, committee work, expectation for attending departmental faculty meetings, etc.—must be included in the Memorandum of Understanding.
5. The Memorandum must state that the chairs of constituent departments or programs will confer at least annually to coordinate teaching and service responsibilities of jointly-appointed faculty, to insure that the overall load of teaching and service obligations does not exceed that of comparable faculty with appointments wholly in one department or program.
6. The Memorandum must deal with requests for various types of leave. Normally such decisions rest with the dean of faculty member's "primary department"; however, chairs and deans of all departments or programs involved with the appointment will provide assessments of the requested leave before the dean makes a decision.

7. The Memorandum must deal with voting rights on non-personnel matters (for example, voting on curricular decisions, allocations of department/program resources, etc.): Jointly-appointed faculty will have full voting rights in their primary department, regardless of the percentage of FTE in that unit with regard to personnel matters. Voting rights other than on personnel matters of jointly-appointed faculty in departments or programs other than the primary department will be decided upon by the departments or programs involved, and these will be clearly stated in the Memorandum.
8. The Memorandum must deal with rank and salary adjustment. Normally, jointly-appointed faculty will have the same rank and the same salary adjustments in both (all) departments they are appointed to. However, tenure will normally be held only in the "primary department."
9. For purposes of annual reviews and salary adjustments, evaluation will be proportional to the faculty member's FTE allotted to the primary department and to the secondary department or program.



JOINT FACULTY APPOINTMENT – MEMORANDUM OF UNDERSTANDING
To be completed by the Primary College Dean, reviewed by the Secondary College Dean
and Approved by the Provost.

Faculty Name:

Primary College & Department:
(Tenure granting College)

Title:
(e.g., Associate Professor of Art)

Specify teaching load and Work Assignment:
(# of courses, scholarship, advising, meetings and other expectations)

Secondary College & Department/Program:

Title:
(Faculty rank for the secondary appointment will be the same as rank in the primary
College)

Specify teaching load and Work Assignment:
(# of courses, scholarship, advising, meetings and other expectations)

Period of Joint Appointment:

(e.g., August 7, 2004 – April 30, 2006)

This joint appointment is subject to review at the end of this period and is subject to
renewal by either college or the faculty member at will. If not renewed, appointment will
revert to the primary college and department. For tenure-track faculty the appointment
period may not extend beyond the current contract length in the primary college.

Sabbaticals or other leave issues during the joint appointment:

Service to the University and the Unit: Faculty may serve on faculty committees in the primary
unit and on university wide committees. Specify any other arrangements:

Contract, Tenure and Promotion Reviews: Appointment and tenure are held in the primary college. The primary department and college conduct reviews for contract renewal, tenure and promotion. Appointment and tenure are not held in the secondary college. The secondary department shall forward its evaluation to the primary department at the time of review and it shall be included in the portfolio. If there is no reappointment in the primary department, the secondary appointment terminates on the same date.

Any other arrangements must be specified on an attachment approved by the Deans and Provost and consistent with the Joint Appointment Policy.

Annual Merit Evaluation and Salary Changes: Merit evaluation is conducted by the primary department and dean. Salary changes will be determined by the primary dean following the procedures of that college. The secondary department and dean will forward their recommendation for consideration to the primary dean.

Any other arrangements must be specified on an attachment approved by the Deans and Provost.

Contract and salary: The annual salary letter will be issued by the primary college dean.

Faculty Meetings and Voting: The faculty member attends and votes in meetings as a regular member of the primary college. For the secondary appointment the faculty member:

Attends meetings:	YES	NO
Votes on non-personnel issues:	YES	NO

Office Space and Support: Provided by the primary college/department. Additional support will be provided by the secondary college/department as needed for the specific assignment to reflect the faculty member's participation in the secondary department. Specify these arrangements:

Funding Sources for the Joint Appointment:

Approvals:

This joint appointment must meet the curricular needs of the colleges and departments. The chairs agree to confer at least annually to coordinate teaching and service responsibilities and to insure that the overall teaching load and service obligations does not exceed that of comparable faculty appointed wholly in one unit.

The faculty member, chairs and deans should attempt to resolve any disagreements among the involved units. If unable to do so issues will be taken to the Provost for resolution.

Faculty member:

Date:

Chair of primary department:

Date:

Dean of primary college:

Date:

Chair of secondary department:

Date:

Dean of secondary college:

Date:

Provost:

Date:

11/12/04



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Published November 4, 2004

Proposal 2 supporters taking aim at same-sex benefits

Judges likely to decide fate of ban on gay marriages

By Stacey Range
Lansing State Journal

After months of saying they wouldn't target domestic partner benefits, proponents of traditional marriage who backed Proposal 2 said Wednesday they plan to review benefit policies of all public employers.

Policies that extend health insurance, bereavement leave and other benefits solely to homosexual couples must be changed as employee contracts expire or they'll be in violation of the Michigan Constitution, proponents said.

"Benefits only to homosexuals are a formal recognition of a homosexual relationship as equal or similar to marriage," said Gary Glenn, president of the American Family Association of Michigan. "And the voters have said they don't want that."

Gay rights activists who fought against the amendment banning recognition of same-sex marriage said they're angry and disappointed by Glenn's comments.

"All along he denied that this amendment meant nothing to domestic partner benefits and now it's changing," said Jay Kaplan, staff attorney for the American Civil Liberties Union of Michigan.

"If there is any attempt to try to take benefits away, we will sue."

Amendment opponents have long said the language is vague and feared it could impact domestic partner benefits. Glenn and amendment proponents dismissed those fears saying they were concerned only with defining marriage.

Hours after the amendment passed, Glenn blamed confusion on the media, which he said didn't understand the proposal. He said he interprets the language to mean domestic partner benefits now must be extended to all public employees who share their households.

"It could be a grandmother, a mother, a sister," Glenn said. "But benefits cannot be given on the basis of singling out homosexual relationships for special treatment."

Advertisement
<p>Proposal 2</p> <ul style="list-style-type: none"> • Michigan voters on Tuesday overwhelmingly approved a constitutional amendment defining marriage as a union between one man and one woman. • Fifty-nine percent, or 2,549,603 voters, approved the measure, which essentially bans recognition of same-sex marriage and civil unions. Forty-one percent, or 1,798,602 voters, opposed the measure. The amendment, which takes effect Jan. 1, failed in Ingham and Washtenaw counties.

Legal experts say the issue likely will be decided by the courts. The amendment, approved Tuesday 59 percent to 41 percent, makes marriage between a man and woman "the only agreement recognized as a marriage or similar union for any purpose."

Domestic partner benefits typically don't extend beyond romantic relationships. Lansing Community College has several qualifications to receive benefits, including recipients must be of the same sex, have had an intimate, committed relationship for the past year and cannot be blood related.

Glenn said any employers found to be in violation of the new amendment, which takes effect Jan. 1, will be turned over to Attorney General Mike Cox.

No one from Cox's office was available for comment Wednesday.

Experts said private employers likely would not be affected and, under federal law, benefit policies would have to change only when the employee contract expires.

Jeff Horner, a research associate with the nonpartisan Citizens Research Council of Michigan, said he expects there will be other legal challenges as well.

Lawsuits seeking marriage rights or challenging bans on same-sex marriage have been filed in Oregon, Nebraska, Washington, California, New York and New Jersey. Georgia's newly approved ban will be challenged soon by lawyers contending that the measure's ballot summary did not convey its potentially sweeping impact on same-sex couples.

Horner pointed to Louisiana's amendment, struck down in state court this year, as a potential model for a possible suit here.

Voters there approved the amendment earlier this year but the court found it violated a state law that bars constitutional amendments from dealing with more than one subject.

The court found the amendment, which was worded similarly to Michigan's, banned not only same-sex marriage but also any legal recognition of common-law relationships, domestic partnerships and civil unions. Michigan election law could be interpreted on a similar basis.

Opponents have until Dec. 17 to file a legal challenge.

Contact Stacey Range at 377-1157 or srange@lsj.com.

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