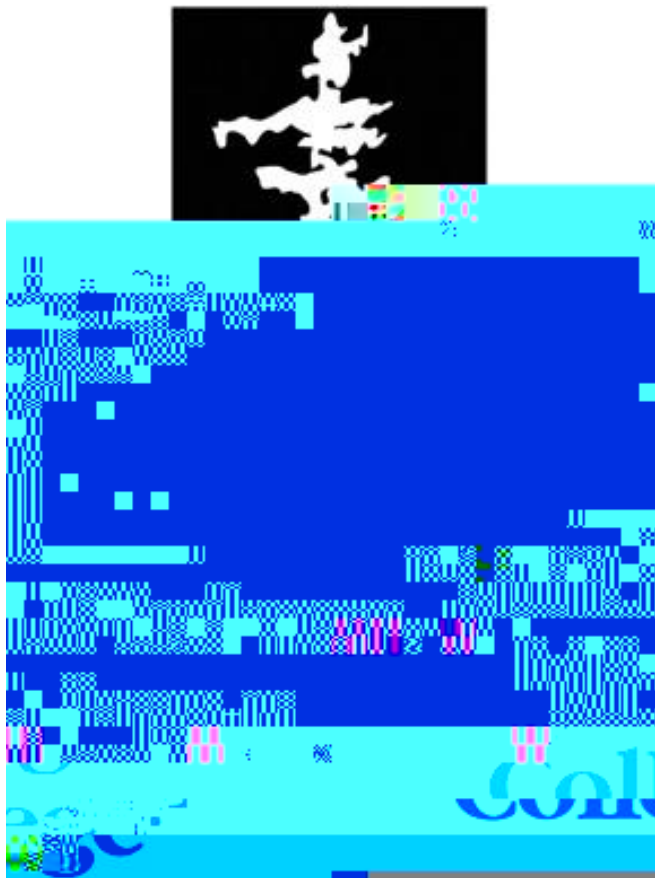


**Northwestern Michigan College
-and-**

**NMC Faculty Chairs Associations
Collective Bargaining Agreement**

Effective
August 1, 2022 through July 31, 2025



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This agreement made and entered into as of the ____ day of _____, 2022, by and between the NORTHWESTERN MICHIGAN FACULTY CHAIRS ASSOCIATION, MEA-NEA, hereinafter designated as the "Association" and the "College" (collectively, the "Parties").

Recognition

NMC recognizes the Association as the exclusive bargaining agent for all full time and part-time regular appointment faculty Academic Chairs, Supervisors, Executives, Adjunct Faculty, Substitutes, Temporary and all other faculty chairs.

Preamble

The purpose of this Agreement is to develop a continuing harmonious and constructive relationship between the parties. There are three basic criteria we will use to judge the success of our negotiations:

- É **Maintain Relationship** ó It should improve, or at minimum, preserve the relationship between the Association and the College.
- É **Efficient** ó It should take the least amount of time possible.
- É **Wise Agreements** ó It should produce an agreement that meets the legitimate interests of each side.

Article 1

Check Off

- A. The College agrees to deduct uniformly assessed Association membership dues, initiation fees, and union assessments to the extent permitted by law from the pay of each faculty chair who executes and files with the College, through the Association, a proper checkoff authorization form supplied by the Association. The College agrees to provide this service without charge to the faculty chair or Association.
- B. A properly executed copy of the written checkoff authorization form for each faculty chair for whom dues, initiation or service fees are to be deducted hereunder shall be delivered to the College at least fourteen (14) calendar days prior to any payroll date for which such deduction is to be made. Any written authorization which lacks the faculty chair's signature will be returned to the Association by the College.
- C. Deductions for dues shall be made each pay period, in standard amounts only, provided the faculty chair has sufficient net

Article 3

College Policies, Rules and Regulations Not Inconsistent With Agreement

The College may from time to time ma

giving reasonable input regarding curriculum development. Such duties will be discharged in a timely manner.

Article 7
Academic Freedom

The College and the Association mutually endorse and agree to make reasonable efforts to comply with the following statement regarding academic freedom.

Institutions of higher education are conducted for the common good and not to further the interests

remaining steps to a resolution.

**Article 9
Policy Council**

A Faculty Chair chosen by the Faculty Chair Association will serve on Policy Council in order to enhance communication and awareness of policy proposals and policy revisions.

**Article 10
NMC Board of Trustees Agenda**

The Faculty Council Chair, in conjunction with the Faculty Association, will have the responsibility and right to request and be granted a place on the NMC Board of Trustees Agenda for the purpose of providing regular reports on academic accomplishments, innovation, and all topics relevant to student learning and success.

Any items that the Faculty Association or Faculty Council would like to share with the Board need to be provided to the President before the Meeting so they can be included with the Board packet. In the event a request for a place on the Agenda is not made

- D. Powers of the Arbitrator are subject to the following limitations:
1. He/she shall have no power to add to, subtract to, disregard, alter or modify any terms of this agreement.
 2. As to grievances involving College policies, rules and regulations, see Article III, College Policies, Rules and Regulations Not Inconsistent With Agreement.
 3. He/she shall not have the power to rule on the discharge or discipline of a probationary faculty chair.
 4. He/she shall have the authority to determine if any discharge or discipline of a non-probationary faculty chair was of just cause and may review the penalty imposed subject to the following:
 - a. If

Associate Vice President of Human Resources and the Vice President for Educational Services will consult with the Faculty Association before implementing the necessary changes. All consultations in this article include the sharing of relevant information and discussion prior to making any changes.

Base Load

Normal full-time load for regular teaching faculty, hereafter referred to as Faculty, is 30-32 contact hours of instruction per instructional period. Provisions may be made for those faculty who are unable to meet load during the instructional period to extend within the academic year with the approval of the appropriate vice president and documented in the Human Resources Office. See Load Banking section below.

The factors to consider when determining an annual load within the range of 30-32 include, but are not limited to: total number of preparations, new course preparations, class size, intensive writing assignments, and the extent of new technologies.

In addition to regular instruction, teaching faculty are also responsible for professional responsibilities in support of the College mission (service to College, students, and/or community) and professional development within the expectations of Article 24, Part 2, Professional Development.

Overload

Overload (above normal full-time load) will be accumulated after the 32nd contact hour. Fall semester overload may be paid at the instructor's request during the semester, if historically, the instructor has consistently met full load during the academic year. If in subsequent semesters the instructor does not have a full load, Human Resources will inform Payroll to deduct the appropriate overload amount fro

Spring holiday (scheduled on Friday of Spring Break)

Memorial Day

Independence Day (scheduled on the federally observed day)

Labor Day

Thanksgiving Day

Thanksgiving Friday

In addition, the College shall be closed each year from December 24 through January 1.

Faculty Chairs will receive holidays off with pay.

Article 19
Personal Business Leave

All regular full and part-time faculty chairs may use up to two sick days per year to take care of personal business which cannot be handled outside of normal working hours.

Article 20
Sick Leave

Sick Leave Policy

Full-time faculty chairs shall earn sick leave at a rate of 12 days per year of the contract, starting with the date of hire, accrued at a rate of 3.69 hours sick leave per pay over 26 pays. Accumulation of sick leave is limited to three times the annual accrual, or 36 working days.

Regular, part time faculty chairs shall earn sick days on a prorated basis, which may be accumulated to three times the annual accrual for the FTE percentage in the part-time appointment.

Procedure

Eligible faculty chairs may use accumulated sick leave for periods of illness. Faculty chairs on extended periods of illness may request short term disability if they qualify for this benefit (Article 39) Short term disability shall run concurrently with Family Medical Leave (Article 44) in cases where the faculty chair is eligible for both.

Accumulated sick leave may be used for medical appointments. It may also be used for Family Care Leave in accordance with Article 40 and for Personal Business Leave in accordance with Article 19. The use of sick leave must be approved by the supervisor and reported to Human Resources using the appropriate form or online time reporting tool.

Childcare leave for a period up to 12 months may be granted to any regular full time or part time faculty chair for providing care after the adoption of a child.

Coordination with Other Benefits

At the time of legal custody, an adopted child may be added to the faculty chair's medical, dental, vision, flexible spending accounts, and optional life insurance policy, subject to the requirements of the carriers. Any additions to the faculty chair's benefits plan must occur within 31 days of court order.

Article 21
Bereavement Leave Policy

In the unfortunate event of a death in the family, a leave of absence with pay will be granted for bereavement. Faculty chairs on full- or

part-time annual appointments will receive paid bereavement leave for time off which is required due to the death of a family member.

Bereavement Leave Procedure

Faculty chairs on full- or part-time annual appointments may request paid bereavement leave for time off

- d. Sabbatical leaves may not be accumulated.

Types of Leaves and Payment Schedules

- a. A full academic year leave at 50 percent of the base salary. Base salary shall be interpreted as that salary which is in effect in the year for which the leave is granted.
- b. One-semester leave receives 100 percent full base salary during the period of absence.
- c. Expenses associated with planning the sabbatical leave, such as long-distance telephone calls and travel, will be covered by the faculty chair.

Payment arrangements shall be made with the Office of Human Resources at the time contracts are issued. Payment is made through payroll and is subject to payroll taxes. It is the responsibility of the Sabbatical Leave recipient to check with the Office of Human Resources to determine how a sabbatical might affect years of service.

Expenses

It is recognized that certain sabbatical programs may require the purchase of equipment and material that would benefit the College beyond the term of the sabbatical and become the property of the College. Proposed expenses for such equipment and material must be submitted with the Sabbatical Leave Application. Only those special equipment and material purchases approved at the time of the application will be funded by the College. Faculty chairs on leave may attend sabbatical-related conferences and other professional development opportunities with the approval of their chair or director and the Vice President of Educational Services. Proposed professional development expenses must be submitted with the sabbatical leave application.

OBLIGATION TO REPORT UPON COMPLETION OF SABBATICAL

academic leadership.

Article 24B
Faculty Chairs Evaluation Plan

This Article explains the Faculty Evaluation Plan (FEP) at Northwestern Michigan College and is designed to support faculty in the development and maintenance of documentation to be used in their advancement on the Faculty Salary Schedule and for continued employment at the college. Advancement on the Faculty Salary Schedule includes movement from provisional status to regular status and the movement of faculty within the salary schedule based on satisfactory performance.

PART 1: Philosophy of the Faculty Evaluation

The purpose of the FEP at Northwestern Michigan College is to promote excellence in teaching and learning for the purpose of students meeting their educational goals. It is part of our process to successfully attract, develop, and retain an excellent faculty. The FEP is designed to be supportive of the NMC values which include learning as the foundation of all we strive to achieve, and excellence in our commitment to the highest standards of quality and service.

The Faculty Evaluation Plan is divided into three main parts. The first part is the Annual Plan that involves the annual planning of provisional and regular faculty. The elements of the Annual Plan involve goal setting for the academic year. The second part of the Faculty Evaluation Plan describes the types of feedbacks provided to the faculty chair for use in developing their annual report. The third part of that report and the verification of the satisfactory completion of the list of general faculty responsibilities.

PART 2: Annual Plan

Annual Plan - On an annual basis, the faculty chair must develop an Annual Plan, which is recorded in the electronic system. The Annual Plan is used to meet the requirements of the FEP to maintain employment, achieve regular status, and advance on the Faculty Salary Schedule. The plan should also have clearly defined outcomes and meet an identified need of the

É Additional forms of professional development relevant to the subject area(s) of instruction.

Support of College and

The College may consider negative student feedback in the college form together with the additional forms of student feedback chosen by faculty in evaluating faculty applications for advancement to regular status and advancement on the Faculty Salary Schedule. Copies of

PART 4: Annual Review

Annual Report: After the conclusion of the second teaching semester and after grades are submitted, the faculty chair will submit the Annual Report based on their annual plan to their supervisor for feedback and approval. The report documents a faculty chair having met the requirements in the Faculty Governance Manual for advancement on the Faculty Salary Schedule. It includes documentation and assessment of his/her achievement of the stated annual plan. In addition, faculty will prepare an Academic Year Summary that includes the following:

A

template.

Develop and maintain course outlines which are reviewed and approved annually by the faculty supervisor or her/his designee. Timely completion of all Teaching Observations (see earlier explanations of requirements).

Provide class time for the eqmgi gø student feedback forms via Evaluation Kit or similar software forms if necessary to meet vj g'eqmgi gø'uwf gpvt gur qpug'tcvg'ucpf ctf 0

Non-Teaching Semester Responsibilities

Complete college reporting requirements that are due after the conclusion of the instructional period.

Develop curriculum for their courses in preparation for the coming academic year.

Make a reasonable effort to participate in college and committee meetings.

Serve as faculty advisers at scheduled orientations.

Monitor and respond to college communications in a timely manner.

Be available to meet with advisees as needed.

The supervisor will submit the completed feedback of the annual report and verification of the general responsibilities with a recommendation on satisfactory performance to the appropriate Vice President or her/his designee for approval.

The Administration in collaboration with the academic chairs will provide a calendar with due dates for the elements of the evaluation system and publish them to faculty no later than each June 30 for each subsequent fiscal year. If the calendar changes more than two days, the Faculty Association will be consulted for feedback on the changes.

Nothing in this Agreement prohibits the College from providing services as a condition of employment on a frequent basis.

Academic Year ó For purposes of this Collective Bargaining Agreement öcecf go le {gctö means the 12-month period starting on June 1st. This definition may not be interpreted to infer that faculty hmay n

PART 7: Administration and Assessment of the Faculty Evaluation Plan

For the duration of this Agreement, the oversight of the FEP will be undertaken by College officials designated by the President, with all completed documents and decisions being housed in the Human Resources Office. This oversight includes the creation of forms associated with evaluation, the setting of deadlines associated with evaluation, the training of new faculty and evaluators in the evaluation process, and other administrative and managerial tasks. The oversight of the FEP, however, must be consistent with this Article and the Collective Bargaining Agreement.

The Faculty Association (FA) will be provided with forms which will be used to implement the evaluation system. Changes to these forms may be made by the College at any time thereafter. The FA may provide suggested changes for the Equngi gñ consideration. The FA will be provided with copies of the modified forms for information purposes and feedback prior to implementation.

PART 8: Appeals Process

Informal Appeals Process: In the event there is a disagreement between a regular faculty chair and the supervisor regarding the outcome of an evaluation, there will be a meeting of the academic chair, the faculty chair, the appropriate vice president, FA representative, and the Associate Vice President of Human Resources to review the evaluation process in order to seek a common agreement about the outcome of the evaluation.

Provisional to Regular Status: The termination of services or failure to reemploy any provisional faculty chair shall not be the basis for any grievance.

General Faculty Responsibilities: If a regular status faculty chair is terminated for failing to meet General Faculty Responsibilities, the termination decision may be appealed through the Grievance Procedures.

Placement on a Performance Improvement Plan: If a regular status faculty chair is placed on a Performance Improvement Plan where the placement on the plan may impact the o gdtø salary, then the decision to make this placement may be appealed through the Grievance Procedure.

Excepting cases where a regular status faculty chair is terminated for failing to meet the requirements of the Faculty Evaluation Plan, disagreement with evaluations or results of evaluations may not form the basis of a grievance, unless the evaluation is arbitrary and capricious0 g0 G(d)-5(is)4(ag)4(r)-3(ee)-15(m)19(e)-13(n)6(t)TJETQ. 0 612 791 Tm0 g0 G(m)7(a)-13(y)TJETQ.00000912 0 612 792 rJETQ(a

she was unable to fulfill.

Article 24C

Academic Chair Responsibilities

Provides leadership to the academic area; conducts area meetings; publishing meeting agendas and minutes. Promotes excellence in teaching and learning; manages the development, review, and revision of academic area programs/courses and encourages curriculum

Article 25
Intellectual Property Rights

The College shall possess, own, and control exclusively all intellectual property rights under applicable law, including copyrights, trademark rights, licensing rights, and the right to secure patents, in all items, things, inventions, improvements, software, marks, original works of authorship, joint-works, or any other creative works conceived, first reduced to practice, or created by faculty chairs within the scope of their employment (including during approved, paid sabbatical if expressly commissioned or directed by the College) or for which faculty s were hired, directed, or commissioned to create or invent; and all such items, things, inventions, improvements, software, marks, and works shall immediately and automatically be the exclusive property of and be owned and controlled by the College, except as specifically provided herein as follows:

- A. A faculty chair retains an exclusive, non-transferable, non-cuiki pcdrg"ieggug"vq"r wdrkj "lqt"r gewpct {"i clp"õVtcf klqpcn Works of Uej qrtuj k .ö which means course lectures (as delivered through any variety of media), written analyses, scholarly research, speeches, study guides, lab manuals, bibliographies, glossaries, syllabi, lesson plans, handouts, assignments, test/quiz questions, and test/quiz answers created within the scope of his/her College employment for all courses except courses that would be considered joint-works between the College and the faculty chair; provided, however, that the College retains a perpetual, non-exclusive, world-wide, royalty-free license to use such Traditional Works of Scholarship for any educational, public service, or promotional purpose of the

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Article 27

Rights of Due Process and Just Cause

Disciplinary action will not be taken against any faculty chair without due process and just cause. The specific grounds forming the basis for disciplinary action will be made available to the faculty chair and the Faculty Association in writing.

The Employer recognizes and agrees to the practice of progressive discipline which, when appropriate, will include:

- A. verbal warning
- B. written warning
- C. suspension
- D. dismissal

When the nature of the offense warrants, discipline up to and including

- may qualify and apply (although first consideration does not guarantee employment when a vacancy occurs); and
- f. Will have reinstated all length of service credit as of the date of layoff,

Librarians will increase one step on the scale each academic year, beginning 1 August, to a maximum of Step 9.

Article 32

Faculty Chair – Summer Contract

A Faculty Chair or designee will serve as Summer Chair. In the case that the Faculty Chair needs a substitute for the summer duties, the Chair will consult with the Vice President for Educational Services in appointing a designee.

The Chair will submit their summer workload hours via the college's current software application. A summer contract for the area summer workload will be entered into based on

Preferred formats will be counted as distinct preparations only for the duration of the current strategic plan (Fall Semester 2022 ó Spring Semester 2025).

Course Development and Training

The following training and curriculum development work will be compensated as explained below:

Instructors may request to develop and teach online and hybrid courses after receiving training developed by Educational Media Technologies. This request must be endorsed by the faculty chair's Academic Area Leadership and be submitted to the Director of Educational Media Technologies for his/her recommendation. The recommendation is then submitted to the Vice President for Educational Services for final approval.

Faculty chairs who develop new courses online or hybrid courses that are new to the college or faculty chairs who are the first to convert an existing course to the online format will receive compensation for development by either overload or release time based on the number of course contacts that are converted to the online format.

Faculty chairs who participate in advanced training programs will receive a stipend based on standard approved hours paid at the faculty chair overload hourly rate but is not limited to the following:

- o Course Review Cohort
- o ELI Fellowship Training

Faculty chair peer reviewers responsible for quality assessment will receive a stipend based on standard approved hours paid at the faculty overload hourly rate.

Advising Load

Faculty chairs are paid their hourly rate at orientations outside of the institution. Faculty chairs are paid \$15 for each advising meeting.

3. Divorce or legal separation from the spouse, or
4. The spouse (faculty chair) becomes eligible for Medicare

The dependent child of a faculty chair covered by the plan has a right to continuation coverage under the plan if group health coverage is lost for any of the following reasons:

1. The death of a parent
2. The termination of a regular employment (for reasons other than gross misconduct) or a reduction in a regular hours of employment
3. Regular divorce or legal separation
4. The parent becomes eligible for Medicare, or
5. The dependent

return to work from the original serious health condition. The faculty chair must be at work for at least one full workday. All other qualifications as previously stated must be met.

Short-Term Disability Pay

Short-Term Disability will provide pay for the balance of a total of 180 calendar days (including weekends) based on the faculty chair's appointment percentage after the initial qualification period has been met.

Pay Schedule

1. During the qualification period of Day 1 through Day 15, leave balances will be used until exhausted, in the following order:
 - a. Sick time balance accrued prior to the start of the leave
 - b. If, during the qualification period, sick leave balances are exhausted, the remaining time will be treated as unpaid leave.
2. Day 16 through Day 60 will be paid at 100% of base pay
3. Day 61 through Day 180 will be paid at 66.67% of base pay
4. Sick leave may not be used to make up the remainder of the base pay on Days 61-180.
5. Leave time will be reported to MPSERS according to their guidelines. Faculty chairs do not accrue MPSERS service hours while on Short-Term Disability.

1. If the faculty chair returns to work for a period of:
 - a. Less than 30 calendar days, before the maximum benefit of 180 days is paid out, the qualification period will be waived for future time that is consecutively taken off related to the same illness/injury. The original 180-day period will resume.
 - b. More than 30 calendar days but less than 180 days before the maximum benefit of 180 days is paid out, the 15-day qualifying requirement for illness will be waived for future time that is consecutively taken off related to the same illness/injury. The original 180-day period will resume.

will be able to return to work within a reasonable period of time.
The College maintains the right to administer this procedure according

Service in the Uniformed Services

Service is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service, including: active duty; active duty for training; initial active duty for training; inactive duty training; full-time National Guard duty; absence from work for an emergency response; funeral honors duty performed by National Guard or reserve members; and duty performed by intermittent disaster response personnel for the Public Health service and approved training to prepare for such service.

Notice of Military Leave

A faculty chair shall provide his or her immediate supervisor with written or oral notice that the faculty chair will be engaging in uniformed service, including, where feasible, a copy of the orders directing the service. Notice may also be provided by an appropriate officer of the branch of military in which the faculty chair will be serving. Failure to provide notice may render the faculty chair ineligible for the rights and benefits contained in the military leave policy and procedures. However no notice will be required if

Section V.3.1 of MPSERS states Military wages paid by the US government while on active duty are not reportable. Since NMC pays a wage differential (difference between the US government military pay and their NMC pay) this pay is also not reportable since it is a paid benefit and not wages earned. MPSERS allows members to apply for service credits of intervening military time as defined below. The service credits are awarded free of purchase cost and are counted in computing the defined benefit retirement.

MPSERS Intervening Active Duty Military Service Credit: The faculty chair may receive up to six years of service credit at no cost if he/she leaves school employment, directly enter active duty in the U.S. armed forces, including reserve components and periods of training, and return to Michigan public school employment within 24 months of discharge. If the required service extends beyond 6 years, the faculty chair should contact MPSERS for more information.

The faculty chair may use intervening military credit to satisfy vesting requirements. The faculty chair will need to have ten years of public school service before they can receive credit for other service credit purchases.

The Optional Retirement Plan provides for payment of the faculty chairs contribution upon the faculty chair's return to the College, if he/she returns while the re-hire rules are in effect according to USERRA (Section 414(u)). The faculty chair has the option of making the faculty chair contribution to their account.

Differential Pay Procedure

A regular full-

Protection from Discharge

A reemployed faculty chair may not be discharged without cause as follows:

For one year after the date of reemployment if the reemployment period of military service was for more than six months (181 days or more).

For six months after the date of reemployment if the reemployment period of military service was for 31 to 180 days.

Persons who serve for 30 or fewer days are not protected from discharge without cause.

This article is not intended to be all inclusive. If there exists any conflict between this article and any Federal/State law or regulation, the law or regulation shall prevail.

Article 46

Workers Compensation

Faculty chairs injured on the job must go to a facility designated by the employer for the first 28 days of medical care. All injuries on the job must be reported to the Office of Human Resources immediately for claim and billing coordination.

Any faculty chair injured on the job must receive a signed authorization form from Human Resources staff prior to seeking medical treatment unless it is a medical emergency.

Michigan Public School Faculty chair Retirement System (MPSERS). NMC is responsible for paying both the employer and faculty chair portion of the MPSERS contributions while the faculty chair is on paid workers compensation time. Faculty chairs are responsible for repaying NMC for their contributions to MPSERS. A repayment plan will be arranged with faculty chairs upon their return to work.

Workers compensation leave shall run concurrently with Family Medical Leave in cases where the faculty chair is eligible for Family Medical Leave.

Effect of Agreement

- A. During the negotiations that 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, NMC and the Faculty Chair Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree 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.
- B. If any provision of this Agreement or any application of the Agreement as to any bargaining unit members or group of bargaining unit members is found contrary to law, then such provision or application will not be deemed valid and surviving except to the extent permitted by law, but all other provisions or applications of this Agreement will continue in full force and effect.

Duration

This Agreement will be effective as of the 1st day of August, 2022 and continue in effect through the 31st day of July, 2025.

Appendix A
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

I assign to the College any and all rights, title, and interest I may have or acquire in any and all intel

Appendix B
CALCULATING OVERLOAD PAYMENTS FOR PREPS

These two models illustrate how to calculate the overload payments described in Article 33. Each distinct course number is counted once; each format other than lecture is counted once, even for the same course.

MODEL 1

SIGNATURE PAGE

, the parties have caused this Agreement to be executed by their duly authorized representatives

IN WITNESS WHEREOF

NOR COMPLETED BY SIGNING ANY OTHER PART OF THIS AGREEMENT

Mark Lebbing

Mark Lebbing

2022

12-15
Date

CONVENTION AND BUREAU OF FACULTY CHAIR ASSOCIATION

Sean Ruane

Signature

December 15, 2022

Date

Signature: *Sean Ruane*