

4212

8/31/2001

AGREEMENT

between

**THE ADRIAN COLLEGE BOARD
OF
TRUSTEES**

and

**THE ADRIAN COLLEGE ASSOCIATION
OF
PROFESSORS**

Adrian College

**SEPTEMBER 1, 1998
through
AUGUST 31, 2001**

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 311

PHYSICS 311
LECTURE 1



ADRIAN COLLEGE

response pooled 11/18/98

Cynthia Bullock
Michigan State University
100 Library
E. Lansing, MI 48824-1048

Dear Cynthia,

Included with this letter is the recently negotiated and finally printed labor agreement for Adrian College and our faculty. This agreement took effect September 1, 1998.

Please note that Adrian College is a private liberal arts institution. We have approximately 70 full time faculty members.

Please contact me if you have any questions regarding this agreement.

Sincerely,

Michael J. Ayre
V.P. for Business Affairs

enc.

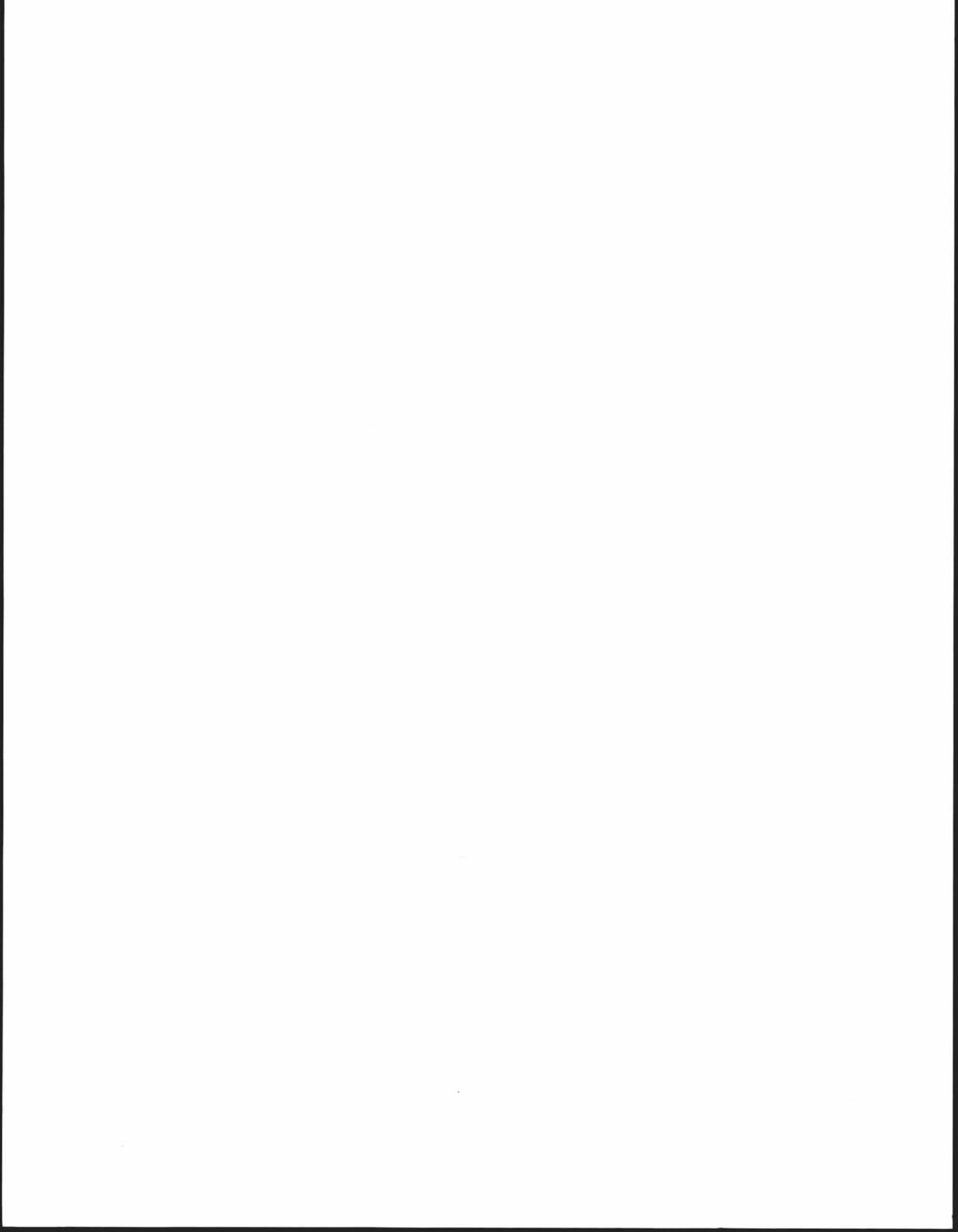
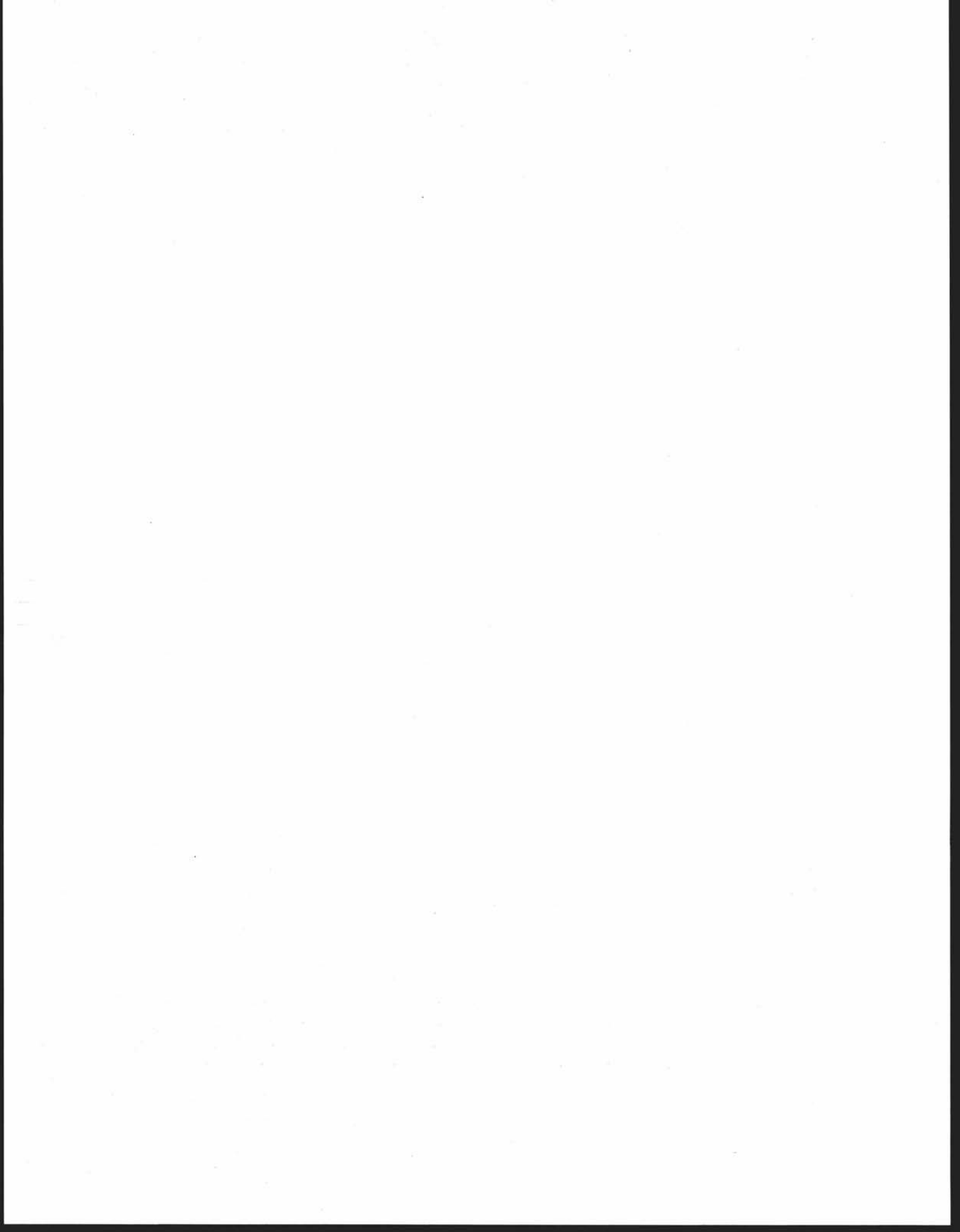


TABLE of CONTENTS

RECOGNITION	1
DEFINITIONS	1
RIGHTS OF THE BOARD OF TRUSTEES	3
GRIEVANCE PROCEDURE	4
FACULTY RANK AND PROMOTION	6
PROFESSIONAL LIBRARY EMPLOYEE: RANK AND PROMOTION	8
EVALUATIONS FOR CONTINUATION, PROMOTION AND TENURE for (1) Probationary Faculty and (2) Regular Half-Time Faculty During Their First Six Years	15
EVALUATIONS FOR CONTINUATION AND PROMOTION for (1) Tenured Faculty and (2) Regular Half-Time Faculty with Six or More Years of Service	21
TENURE.....	24
LAYOFF AND RECALL OF PERSONNEL	26
NON-RENEWAL OF CONTRACTS, TERMINATION OF EMPLOYMENT	29
WORKLOAD	29
RETIREMENT	33
RIGHTS OF THE ASSOCIATION	33
SUMMER SCHOOL AND MAY TERM.....	35
OUTSIDE EMPLOYMENT	36
LEAVE OF ABSENCE.....	36
DEPARTMENT CHAIRPERSONS	40
SABBATICAL LEAVES	42
ACADEMIC FREEDOM.....	44
REPRESENTATION AND PROFESSIONAL CONDUCT	44
SALARY AND FRINGE BENEFITS.....	45
NO STRIKE.....	49
HALF-TIME (or greater) FACULTY MEMBERS.....	49
GRANTS AND FELLOWSHIPS.....	50
CALENDAR.....	51
DURATION OF AGREEMENT.....	51
EXHIBIT A - SALARY SCHEDULE	52
EXHIBIT B - TUITION WAIVER BENEFIT.....	55
EXHIBIT C - CALENDAR.....	57
EXHIBIT D - COLLECTIVE LIFE INSURANCE BENEFITS.....	58

This agreement, entered into this 1st day of September 1998, by and between Adrian College (hereinafter called the College) and the Adrian College Association of Professors, an affiliate of the Michigan and National Education Associations (hereinafter called the Association) is a memorialization of agreements reached pursuant to collective bargaining under the auspices of the National Labor Relations Act. The parties have agreed as follows:



ARTICLE I RECOGNITION

The College hereby recognizes the Association as the exclusive bargaining representative for all faculty members (which shall include all persons whose assignment is half-time or more), including department chairpersons, and librarians, employed by the College at its Adrian, Michigan, facilities located at 110 S. Madison, Adrian, Michigan; but excluding all Deans, Associate Deans, Registrar, President, Vice President, the Director of the Library, lecturers, adjunct teaching personnel, coaches who are not full-time faculty members, supervisors as defined under the Act, and all other employees.

ARTICLE II DEFINITIONS

- A. **Board.** The term "Board" as used in this Agreement refers to the Board of Trustees of Adrian College.
- B. **College.** The term "College" as used in this Agreement shall refer to Adrian College at its campus at 110 S. Madison, Adrian, Michigan.
- C. **Academic Department.** The term "department" as used in this Agreement refers to the academic organizational units as presently constituted, or as may be modified, established or deleted by the President in the future. It is understood that the President will first notify affected faculty and provide them an opportunity to submit their comments before he or she makes any such modification, establishment or deletion.
- D. **Academic Department Chairperson.** The term "department chairperson" refers to a faculty member appointed by the President to perform those departmental responsibilities described in Article XVIII.
- E. **Faculty.** The term "faculty member" as used in this Agreement shall mean those employees of the College who are employed half-time or more as described in Articles XII and XXIV of this Agreement.
- F. **Librarian.** The term "librarian" as used in this Agreement shall mean those professional employees employed in the library. **Head Librarian.** The term "head librarian" shall mean the person who, in the absence of a Library Director, is appointed by the President to perform those duties described in the Article titled "Head Librarian".
- G. **Member.** The term "member" as used in this Agreement shall mean members of the bargaining unit defined in Article I.
- H. **President.** The term "President" as used in this Agreement shall be as defined in the By-Laws of the Board of Trustees and shall incorporate the person acting in that capacity.

- I. **Dean of Academic Affairs.** The term "Dean of Academic Affairs" shall be defined as the person appointed by the Board of Trustees to act in that capacity.
- J. **Terminal Degree.** The term "terminal degree" as used in this Agreement for faculty members refers to an earned doctorate in the selected field of study or another degree in appropriate subject areas. The Dean of Academic Affairs, in consultation with the appropriate department chairperson, shall define precisely for each faculty member exactly what the term "terminal degree" means and shall communicate the same in writing to the faculty members and the Association. Communication of this definition shall take place prior to the execution of the initial contract of employment between the prospective faculty member and the College. It is understood that such definition shall not change during any subsequent period of employment and shall be consistent from chairperson to chairperson in comparable cases. The terminal degree for librarians is a Masters Degree in Library Science and a second Masters Degree in a subject area.
- K. **Base Salary.** The term "Base Salary" shall refer to the member's contract amount as provided in the Salary Schedule attached as Exhibit A.
- L. **Contracts:**
- **Probationary:** a contract issued for a tenure track position prior to the decision on tenure.
 - **Tenured:** a contract issued to a faculty member having been granted tenure.
 - **Term:** a contract for a specific term which does not qualify for tenure consideration.
 - **Terminal:** A one academic year contract issued after the denial of tenure.
 - **Regular, Half-Time:** a contract issued to a faculty member who is not assigned to temporary status and who is scheduled to teach less than a full-time load. A regular, half-time contract is issued for a specific term.
 - **Temporary, Half-Time:** a contract issued to an individual as a temporary replacement or to temporarily supplement the regular teaching staff, and who is scheduled to teach less than a full-time load. Employment contracts in this category are for a limited and specified duration beyond one semester. Employment beyond any initially stated period does not in any way imply a change in employment status. Unless otherwise stated, all half-time contracts are temporary.
 - **Short-Term, Half-Time:** a contract issued to an individual as a temporary replacement or to temporarily supplement the regular teaching staff, and who is scheduled to teach less than a full-time load. Employment contracts in this category are for no longer than one semester.

ARTICLE III
RIGHTS OF THE BOARD OF TRUSTEES

A.C.A.P. recognizes that the Board of Trustees has responsibilities and authority to manage and direct all the operations and activities of the College to the full extent authorized by law and shall be limited only by the provisions of this Agreement. Such rights shall include by way of illustration and not by way of limitation the right to:

- A. Manage and control the College's business, equipment, and operations including final approval of any system of self governance.
- B. To define the work responsibilities and duties of all College personnel, and to determine the scheduling of all such responsibilities and duties; to establish, modify or change any work or business hours or days, and to establish modify or change the length of courses, terms, semesters or other modules of grading.
- C. To direct the faculty, including the right to hire, promote, confer tenure, transfer, suspend or discharge faculty members, to determine the size and composition of the faculty and to accomplish retrenchment of faculty members as it solely determines.
- D. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods and process of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
- E. To determine qualifications of Faculty members including necessary degrees and/or prior experience.
- F. To determine the number and location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions, sub-divisions or buildings or other facilities and to establish new campuses.
- G. To determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- H. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- I. To determine the size of management and administrative organization, its functions and responsibilities related to the academic operation of an institution of higher learning. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board of Trustees and its designees in the adoption of policies, rules, regulations and practices and furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

- A. The College and the Association agree that each will use its best efforts to encourage the informal and prompt settlement of grievances which may arise under the terms and conditions of this Agreement.

When an issue is identified that could possibly lead to an arbitration or other form of litigation, it is encouraged that two (2) representatives of the College and two (2) representatives of ACAP may meet in an attempt to resolve the problem. Any resolution reached cannot deprive an individual of rights under contract or law.

- B. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this contract. It is understood and agreed that the following matters shall not be subject to the grievance procedure:
1. Termination of services of a non-tenured faculty member, non-renewal or failure to reemploy any faculty member under Article XI.
 2. Assignment of the teaching load under Article XII.
 3. A decision by the College that there should be a reduction of personnel under Article X.
 4. Failure to confer tenure under Article IX.
 5. Failure to promote under Article V.
- C. Internal Appeal Procedure: A faculty member who is adversely affected by one of the above matters not subject to the grievance procedure and who feels the need to seek redress may initiate the following internal appeals procedure:
1. Within five (5) days of the receipt of the written decision of the President, the grievant may request that the Trustee Appeal Committee review the President's decision.
 2. The right to review shall also include the right of the faculty member to appear personally before the Trustee Appeal Committee, if the faculty member elects to do so.
 3. The report of the Trustee Appeal Committee shall be made prior to the Winter or Annual meeting of the Board of Trustees, whichever shall be earlier. A copy of the report shall be mailed to the faculty member.

4. Composition of the Trustee Appeal Committee:

- a) The Trustee Appeal Committee shall consist of three trustees.
- b) The trustee members shall be selected at the Annual meeting by the Chairman of the Board of Trustees and shall serve during the following year.

D. The Association shall designate its official representatives and alternates on campus to handle grievances. This designation shall be submitted to the administration in writing prior to the beginning of each academic year or at such time as the representatives are changed by the Association. At the request of the grievant, the representative shall have the right to be present at all stages of the grievance process. Any individual employee at any time may present grievances to the administration and have the grievances adjusted, without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

E. The term "days" as used herein shall mean calendar days from Monday through Friday when the College is academically in session but shall not mean during academically scheduled vacations. It is understood that the May Term and Summer School are academic sessions. All time limits set forth in this Article may be extended by written mutual agreement.

F. The written grievance shall contain:

1. The date of the alleged violation.
2. The nature of the grievance including relevant facts.
3. Citation of the provisions of the contract allegedly violated.
4. The relief requested.
5. Signature of the grievant or grievants.
6. Dates of known off-campus professional pursuits to be attended by the grievant or grievants.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Any such rejection shall extend the limitation hereinafter set forth by two (2) days.

G. The Grievance Procedure shall be as follows:

Level one: A faculty member claiming an alleged violation of the express provisions of this contract shall submit a grievance in writing to the Dean of Academic Affairs within fifteen (15) days after such faculty member knew or reasonably should have known of its occurrence. The Dean of Academic Affairs shall meet with the faculty member and/or the Association representative within ten (10) days after receipt of the written grievance. If no resolution is reached, the Dean of Academic Affairs shall submit his/her answer in writing within ten (10) days of such meeting, to the faculty member with a copy to the Association.

Level Two: If the answer to the grievance is unsatisfactory to the grievant, the grievant may within ten (10) days of the receipt of the written answer appeal the decision of the Dean of Academic Affairs to the President of the College. The grievant's appeal shall be in writing, stating the reasons for the appeal.

Upon receipt of the appeal, the President shall give due consideration to the reasons for appeal, and shall within a reasonable period of time (no more than 10 days) meet with the grievant and/or the Association Representative. The grievant shall submit to the President in writing a position statement prior to the date of the meeting specifying the issues still remaining unresolved for the President's consideration. Upon the conclusion of the meeting, the President shall, within ten (10) days, render his/her decision in writing with copies sent to the grievant and the Association.

Level Three: Within ten (10) days of the Association's receipt of the President's decision, the Association must inform the College of its intent to arbitrate the grievance. If the parties cannot within ten (10) days of such notice agree on an arbitrator, such grievance may be submitted to arbitration through the rules and procedures of the American Arbitration Association, whose rules shall likewise govern the arbitration proceedings. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties. The arbitrator shall have no authority to add to, delete from, or otherwise change the terms of the Agreement, nor shall he/she have authority to rule on any matter excluded from the grievance procedure.

- H. The Association shall have the right to file grievances in its own name.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when the faculty member or a participating Association representative is involved in the duties described in Article XII and XXIV except when express administrative approval is granted.
- J. Reference to faculty member shall include librarian where appropriate under other provisions of this Agreement.

ARTICLE V FACULTY RANK AND PROMOTION

- A. Rank
 - 1. For purposes of this Agreement, the academic ranks are: Instructor, Assistant Professor, Associate Professor, and Professor.
 - 2. Factors to be considered by the College in establishing the rank and experience level for a faculty member being hired include: possession of the terminal degree, prior teaching experience, and other relevant professional experience. The

President shall notify ACAP of the salary placement of new faculty and what professional experience is being equated to full-time teaching experience.

3. The President shall, at his or her discretion, appoint incoming faculty to a rank that will be consistent with the following qualifications:
 - a) Instructor. A faculty member who has not received the terminal degree in his or her discipline.
 - b) Assistant Professor. A faculty member who has received the terminal degree in his or her discipline.
 - c) Associate Professor. A faculty member who has six (6) or more years of full time teaching experience in higher education and who has earned a terminal degree in his or her discipline. These qualifications may be waived by the President.
 - d) Professor. A faculty member who possesses the qualifications of an Associate Professor and who has taught no fewer than thirteen (13) full time years in institutions of higher education or possesses comparable experience appropriate to the position at Adrian. These qualifications may be waived by the President.

B. Promotion

1. A faculty member will normally be considered for advancement in rank according to the schedule stated below. Consideration will take place during the annual evaluation period, providing the faculty member has fulfilled teaching and other responsibilities in a fully acceptable manner as defined in Article XII and XXIV. In special cases, a faculty member may be considered for advancement in rank prior to the stated schedule. Time spent on sabbatical leave will count as time spent in full time teaching for purposes of this Article; however, time spent on leave of absence will not count.
2. The schedule and conditions for promotion shall be as follows:
 - a) Instructor to Assistant Professor. An instructor will be considered for advancement in rank following award of the terminal degree in the faculty member's discipline, subject to the terms of Paragraph B. 1 above.
 - (1) The President shall normally recommend advancement in rank to the Board of Trustees for approval at the Annual meeting and, if approved, such advancement shall take effect on September 1, at the beginning of the following academic year.

- (2) In the case of a faculty member who has not earned the terminal degree, but who acquires it before September 1 of any year, the appointment for that year shall be at the rank of Assistant Professor.
 - (3) In the case of a faculty member who earns the terminal degree during the academic year, promotion to Assistant Professor shall take place immediately and a terminal degree stipend will be prorated, subject to the terms of Paragraph B.1. above.
 - b) Assistant to Associate Professor. An Assistant Professor will be considered for advancement in rank during the individual's sixth (6th) year of full time teaching experience in higher education, with four (4) of those years at Adrian College. It is understood that an Assistant Professor will normally have served six (6) years in the rank of Assistant Professor before being promoted to the rank of Associate Professor.
 - c) Associate to Professor. An Associate Professor will be considered for advancement in rank during the individual's twelfth (12th) year of full-time teaching experience in higher education for promotion in such individual's thirteenth (13th) year, with eight (8) of those years at Adrian College. It is understood that an Associate Professor will normally have served six (6) years in the rank of Associate Professor before being promoted to the rank of Professor.
3. The President shall normally make his or her promotion recommendations to the Board of Trustees during the Annual meeting. Action taken by the Board of Trustees related to promotion shall be conveyed, in writing, by the President to the affected faculty member within thirty (30) days following said meeting. A faculty member approved for promotion will assume his or her new rank on September 1 of the following academic year.
 4. If a faculty member is denied promotion, the Dean of Academic Affairs shall review the faculty member's rank in each succeeding year after the denial of promotion.

ARTICLE VI

PROFESSIONAL LIBRARY EMPLOYEE: RANK AND PROMOTION

A. Rank

1. The four (4) ranks of professional library employees are instructor librarian, assistant librarian, associate librarian, and librarian.
2. The President may, at his/her discretion, assign incoming professional library employees to a rank that would be consistent with the following qualifications and shall notify the Association of his/her decision in writing thereafter.

- a) Instructor Librarian. The rank of instructor librarian may be assigned to an individual who has less than six (6) years of full-time professional library experience in higher education and who has earned the Masters Degree in Library Science but not the second Masters Degree.
- b) Assistant Librarian. The rank of assistant librarian may be assigned to an individual who has less than six (6) years of full-time professional library experience in higher education and who has earned the Masters Degree in Library Science and a second Masters Degree in a subject area.
- c) Associate Librarian. The rank of associate librarian may be assigned to an individual who has at least six (6) years of professional library experience in higher education and who has earned the Masters Degree in Library Science and a second Masters Degree in a subject area.
- d) Librarian. The rank of librarian may be assigned to an individual who has at least twelve (12) years of full-time professional library experience in higher education and who has earned a Masters Degree in a subject area in addition to the Masters Degree in Library Science.

B. Promotion

1. A professional library employee will normally be considered for advancement in rank according to the schedule stated below. Consideration will take place during the annual evaluation period, providing the individual has fulfilled his/her responsibilities in a fully acceptable manner as defined in the appropriate job description. In special cases, an individual may be considered for advancement in rank prior to the stated schedule. Time spent on leave of absence will not count.
2. The schedule and conditions for promotion shall be as follows:
 - a) Instructor Librarian to Assistant Librarian. An instructor librarian will be considered for advancement in rank following award of the terminal degree for librarians as defined in Article II, subject to the terms of Paragraph B.1. above.
 - (1) The President shall normally recommend advancement in rank to the Board of Trustees for approval at their Annual Meeting and, if approved, such advancement shall take effect on September 1, at the beginning of the following academic year.
 - (2) In the case of an instructor librarian who has not earned the terminal degree, but who acquires it before September 1 of any year, the appointment for that year shall be at the rank of Assistant Librarian.

- (3) In the case of an instructor librarian who earns the terminal degree during the academic year, promotion to Assistant Librarian shall take place immediately and a terminal degree stipend will be prorated, subject to the terms of paragraph B.1. above.
 - b) Assistant to Associate Librarian. An assistant librarian will be considered for advancement in rank during the individual's sixth (6th) year of full-time professional library experience in higher education, with four (4) of those years at Adrian College.
 - c) Associate to Librarian. An Associate Librarian will be considered for advancement in rank during the individual's thirteenth (13th) year of full-time professional library experience in higher education, with eight (8) of those years at Adrian College. It is understood that an Associate Librarian will normally have served six (6) years in the rank of Associate Librarian before being promoted to the rank of Librarian.
 3. The President shall normally make his/her promotion recommendations to the Board of Trustees during the May meeting. The President's recommendation shall take into account the evaluation by the Dean of Academic Affairs or the Director of the Library. Action taken by the Board of Trustees related to promotion shall be conveyed, in writing, by the President to the affected professional staff member within thirty (30) days following said meeting. A professional staff member approved for promotion will assume his or her new rank on September 1 of the following academic year.
 4. If a professional staff member is denied promotion, the Dean of Academic Affairs shall reconsider the professional staff member's rank in each succeeding year after the denial of promotion.

C. Evaluation

1. Purpose

- a) To ensure that professional excellence, individually and collectively, remains a hallmark of Adrian College's librarians.
- b) To provide useful feedback to librarians so that librarians can continue to improve their performance.

2. Criteria for Evaluation

- a) The primary criterion for evaluation for continuation and promotion shall be professional effectiveness in carrying out activities in each area of responsibility. In context of the criteria for this evaluation, an effective librarian:

- (1) Develops an appropriate philosophy of librarianship that can be clearly articulated.
- (2) Helps to develop and understands objectives of pertinent areas of responsibility.
- (3) Creates an appropriate plan for managing areas of responsibility.
- (4) Effectively implements the plan.
- (5) Demonstrates command of the knowledge and skills necessary and appropriate to each area.
- (6) Engages in appropriate preparation in order to perform the job effectively.
- (7) Shows an understanding of and a respect for students and other users and their diverse backgrounds and learning needs.

b) Also essential in the fulfillment of responsibilities as a librarian are Professional Development and College Service.

- (1) Professional Development shall include appropriate activities, such as: research and publication; presentations; activity in professional organizations; attendance at professional meetings; and the development of new skills, resources and services.
- (2) College Service shall include such service as: service as Head Librarian; participation on committees, collegia, commissions and other similar bodies; assistance in the College's admissions program and public relations efforts; and other activities which further the educational purpose of the College. Librarians are especially encouraged to contribute in an appropriate manner to the admissions efforts of the College.
- (3) The evaluation by the dean for Academic Affairs and the President regarding a librarian's continuation or promotion shall be based solely on the criteria stated in this Agreement.

3. Personnel Involved

- a) Evaluation of the work of each librarian shall be performed by the Dean of Academic Affairs.
- b) The Dean of Academic Affairs will include information from peer reviews performed by librarians of each other. Such reviews will be conducted using the criteria listed in Section 2 of this Article (Criteria).

4. Timing

- a) Librarians will be reviewed in their second, fourth and sixth years of experience at Adrian College by the Dean of Academic Affairs. Reviews may be conducted more frequently at the option of the librarian or the Academic Dean.
- b) Librarians with more than six years experience at Adrian College will be reviewed every seven years by the Dean of Academic Affairs. Reviews may be conducted more frequently at the option of the librarian or the Academic Dean.
- c) In addition to this normal evaluation schedule, each year a librarian, in collaboration with the Dean of Academic Affairs or the Director of the Library, will prepare a statement of objectives for the academic year, and be evaluated at the end of the academic year on success in reaching those objectives.

5. Procedure

- a) The Dean of Academic Affairs is responsible for initiating the evaluation process. Such process shall include a self-evaluation by the librarian and preparation by the Dean of Academic Affairs of a letter summarizing his or her evaluation and of the meeting with the librarian being evaluated. Said letter shall be presented to the librarian no later than April 15. A copy will be filed with the Dean of Academic Affairs by such date in order that the librarian be considered for promotion.
- b) Each evaluation shall include the following:
 - (1) A written and signed evaluation of the librarian's performance from the Dean of Academic Affairs.
 - (2) Materials submitted by the librarian, such as publications, copies of work in progress, correspondence and other documents relevant to the librarian's effectiveness, professional development, and College service. These materials shall include a self-evaluation. Such self-evaluation should include the librarian's assessment of his/her current professional effectiveness, professional development, achievement of goals, College service, and satisfaction with his/her current position. The self-evaluation will be used as a basis for discussing future activities of the librarian.
 - (3) The following information may also be used in decisions regarding continuation and promotion without being present in the personnel file: materials included in the College's public records, such as minutes of faculty meetings; lists of memberships on academic committees and other campus bodies; College publications; enrollment and financial data.

- c) If the evaluator is of the opinion that the performance of the librarian is not satisfactory, the evaluator shall advise the librarian as to possible resources for professional improvement in evaluative areas and other types of corrective action or possible ways to improve. This process should be a mutual one between the evaluator and the librarian.
- d) If a librarian disagrees with the evaluation submitted by the Dean of Academic Affairs, the librarian may submit a written response to the evaluation, and such response shall be included in the librarian's personnel file. Said written response shall be submitted no later than ten (10) working days after the receipt of the evaluation.
- e) Decisions concerning continuation and promotion:
 - (1) The final decision shall rest with the President.
 - (2) The decision of the President, in the case of a recommendation against continuation of employment shall be made and communicated to the librarian and to the President of ACAP no later than the dates indicated in Article XI.
 - (3) If the President's decision is against promotion, the librarian shall be entitled to confer separately with the President and submit a statement to the President seeking reconsideration, before the President makes his or her recommendation to the Board of Trustees. A copy of the librarian's written statement shall be submitted to the Board of Trustees, if the President's recommendation is against promotion.
 - (4) In the case of promotion, the President shall submit his or her decision to the Annual meeting of the Board of Trustees and shall notify the librarian and the President of ACAP of the Board's decision as soon as possible thereafter.

6. The College shall maintain one, official, personnel file for each librarian:

- a) The file shall include all written evaluations from the Dean of Academic Affairs and the self- evaluation(s) from the librarian. The file shall also contain such other documents as may be relevant to evaluation of the total work performance of the librarian including, but not limited to, copies of publications; work in progress; letters of recommendation or commendation; correspondence from Deans, professional colleagues and organizations; correspondence from students; and written record of disciplinary against such librarian; any responsive material submitted by the librarian.
- b) The personnel/evaluation file will be available to the President, the Dean of Academic Affairs, and the individual librarian. If an appeal is made to the Trustee Appeal Committee, that Committee shall also have access to the

appropriate file. The librarian must be informed of any other use made of his or her file. Each librarian's own file will be available for examination by the librarian during normal business hours. The librarian may make one or obtain one copy of materials in his or her file. When new material is added to the file, a notification form will be sent to the librarian within ten calendar days.

D. Workload

The normal workload for each full-time librarian shall be thirty-seven and one-half (37 ½) hours per week. Each librarian's weekly work schedule shall be staggered in such a way as to provide staffing of the library seven (7) days per week when College is in session. Each librarian shall be entitled to twenty-four (24) paid workdays for vacation annually. Special holidays, as biannually determined by the President shall be granted full-time librarians. It is understood that professional responsibilities may require time beyond scheduled hours.

E. Head Librarian

1. Appointment and Terms: in the absence of a Library Director, the Head Librarian shall be appointed and serve at the pleasure of the President in accordance with the following provisions:
 - a) Appointments may be rotated among qualified persons. The Head Librarian shall normally be chosen from among librarians who have two (2) or more years service at Adrian College and may be appointed normally for a term of three (3) years. The Head Librarian may be re-appointed for a second three (3) year term.
 - b) The President may replace the Head Librarian before the conclusion of a three (3) year term. The requirement of two (2) years' service may be waived by the President.
2. Consultation Regarding Head Librarian Selection:
 - a) One semester before the end of the Head Librarian's term, or whenever the position of Head Librarian is open, the Dean of Academic Affairs shall consult with all of the professional librarians and shall attempt to identify a potential head librarian who has the support of the librarians.
 - b) The choice shall be made and announced as soon as possible after consultation so that the newly appointed Head Librarian may have adequate time to prepare for the duties and responsibilities of the position.

3. The Head Librarian's duties include, but are not limited to:
 - a) Communicating decisions of trustees and administration to the librarians and staff.
 - b) Communicating librarians' recommendations regarding hiring, budget and other matters to the Dean of Academic Affairs.
 - c) Calling meetings as are necessary to conduct library business. Library affairs shall be conducted as to encourage the participation of all of the librarians in hiring, planning, decision-making and other work of the library.
 4. The Head Librarian shall have no authority to discipline any librarians nor engage in any managerial function. The Head Librarian, when necessary, may refer disciplinary issues concerning librarians to the Dean of Academic Affairs.
 5. In addition to regular salary, the Head Librarian shall be paid an annual stipend, within a range determined by the number of professional librarians employed, as specified in the Article on Department Chairpersons.
- F. If not specified in this Article, librarians shall generally be covered by the other Articles of this contract.

ARTICLE VII
EVALUATIONS FOR CONTINUATION, PROMOTION AND TENURE FOR
(1) PROBATIONARY FACULTY AND (2) REGULAR HALF-TIME
FACULTY DURING THEIR FIRST SIX YEARS

A. Purpose

1. To ensure that teaching excellence, individually and collectively, remains a hallmark of the Adrian College faculty;
2. To provide useful feedback to faculty members through the Peer Review Committee (PRC) so that faculty may continue to improve their performance;
3. To ensure effective faculty participation in the process of developing and maintaining a highly competent and effective faculty;
4. To ensure effective participation by the faculty in the College's evaluations of faculty performance for the purpose of making recommendations regarding continuation, tenure and promotion.

B. Criteria for Evaluation

1. The primary criterion for evaluation for continuation, promotion and tenure shall be teaching effectiveness. In the context of the criteria for this evaluation, an effective teacher:
 - a) Develops an appropriate philosophy of teaching that can be clearly articulated.
 - b) Clearly articulates the objectives of the course.
 - c) Creates an appropriate plan for managing course content and presentation.
 - d) Effectively implements the course plan.
 - e) Demonstrates a command of the knowledge and skills necessary and appropriate to each course.
 - f) Engages in appropriate preparation.
 - g) Shows an understanding of and a respect for students and their diverse backgrounds and learning needs.
 - h) Creates and implements a fair and clear method of evaluating the students.
 - i) Is available to students outside the classroom.
2. Also essential in the fulfillment of responsibilities as a faculty member are Professional Development, College Service and Academic Advising.
 - a) Professional Development shall include scholarly and creative activities appropriate to the discipline, such as: research and publication; presentations, exhibitions and performances; activity in professional organizations; attendance at professional meetings; and the development of new courses and teaching methods.
 - b) College Service shall include: service as chairperson of a department; participation on committees, collegia, commissions and other similar bodies; departmental work; assistance in the College's admissions program and public relations efforts; and other activities which further the educational purpose of the College. Faculty members are especially encouraged to contribute in an appropriate manner to the admissions efforts of the College.

It is understood that not every faculty member will serve in every area of College service at all times, but that a faculty member will serve the College in those ways as his or her talents and other College responsibilities permit.

c) Academic advising includes advising of departmental majors and/or non-majors.

- (1) Faculty members should be available to students throughout the academic year but especially during the two weeks of scheduled academic advising each semester.
 - (2) Faculty members should be able to guide students through the College's curriculum, rules and regulations. Current compendia of academic rules and regulations will be provided by the Registrar's Office.
 - (3) Faculty members should be prepared to advise students on career and graduate study opportunities within their discipline.
3. The evaluation may include considerations of progress towards goals mutually identified in prior evaluations or appointment letters. These goals should be related to those criteria enumerated in paragraphs 1 and 2 above.
 4. The report of the PRC and the evaluations of the Dean for Academic Affairs and the President regarding a faculty member's continuation, promotion, or tenure shall be based solely on the criteria stated in this Agreement.
 5. The granting of tenure is contingent on earning or having earned the appropriate terminal degree for the field of study. When a new faculty member is hired, the type of degree and latest date of completion of the degree will be stated in the letter of appointment. Those new faculty who have not yet earned their terminal degree must normally complete their terminal degree by September 1 of the academic year in which they are to be considered for tenure.

C. Composition of Peer Review Committee

1. It is understood that the reviews conducted by the PRC are purely advisory in nature and shall serve no managerial function, nor shall it be considered to represent the College as defined by this agreement.
2. The PRC will consist of six tenured faculty members. The faculty members of the committee will be elected as follows: one tenured member from each collegium and two tenured faculty elected at-large. Regular half-time faculty who have taught more than six years may be elected to the PRC.
3. Faculty members of the PRC shall serve staggered two-year terms and may not serve consecutive terms. The committee will operate on a calendar year rather than an academic year with the terms of new committee members beginning in January.
4. The chair of the committee will be elected from among the three continuing members of the committee at the first meeting after the election of new members.

D. Timing of Evaluations

1. Review of the performance will normally occur in their second, fourth, and sixth years. The precise timing for tenure-track faculty will be determined by consulting the initial contract which states the year in which the faculty member is eligible for tenure. Everyone will be reviewed in their second year and fourth year. In addition, every faculty member will be reviewed the year before tenure would be granted (for example, in the fourth, fifth or sixth year depending on the terms of the letter of appointment concerning relevant experience). Half-time faculty will be reviewed in their second, fourth and sixth years.
2. Normally faculty will be reviewed in the spring semester during their first two years, and in the fall semester during their third through sixth year.
3. Faculty may request review more frequently than that outlined above. The President, the Dean for Academic Affairs, or the PRC may request more frequent review of the faculty member.
4. Normally the initial report from the Peer Review Committee will be sent to the faculty member by November 15 in the fall or by February 15 in the spring (as appropriate) in order to give the faculty member one week to respond and the committee one week to write its final report. Normally the Committee's final report will be sent to the Dean for Academic Affairs by December 1 in the fall or by March 1 in the spring.

E. Review Procedure

1. The PRC shall meet as needed during the school year. Meetings of the Committee may be called by the chair of the PRC or at the request of a majority of the members (four members).
2. The PRC will conduct their review using materials assembled in the Peer Review File. Additional information or clarification may be requested of the faculty member under review.
3. The Dean for Academic Affairs is responsible for the timing and administrative support of the peer review process for continuation, promotion, and tenure.
4. The PRC will invite faculty members under review to meet with the committee to discuss review criteria, procedures and other common concerns.
5. After conferring among themselves, the Committee will send its initial written report to the faculty member under review.

6. The faculty member may (i) accept the initial report, (ii) write a response to the Committee suggesting changes in the initial report, or (iii) discuss the initial report with the Committee, in which case the faculty member will provide the Committee with a letter before such meeting. The Committee will then send its final report to the faculty member and the Dean for Academic Affairs no later than December 1 or March 1 (as appropriate).
7. Should the faculty member disagree with the Committee's final report, he or she may, within ten (10) days, register the basis for this disagreement, in writing, with the Dean for Academic Affairs and the President.
8. After receiving the Committee's report, the Dean for Academic Affairs will in turn make a recommendation to the President who will make the final decision. Copies of the Dean's recommendation shall be submitted to the faculty member under evaluation, to the chair of the faculty member's department, and to the chair of the PRC.
9. Decisions Concerning Continuation, Tenure, or Promotion
 - a) The final decision will rest with the President.
 - b) The decision of the President, in the case of a recommendation against continuation of employment, shall be made and communicated to the faculty member and to the President of ACAP no later than the dates indicated in Article XI.
 - c) If the President's decision is against promotion or tenure, the faculty member shall be entitled to confer separately with the President and submit a statement to the President seeking reconsideration, before the President makes his or her promotion and tenure recommendations to the Board of Trustees. A copy of the faculty member's written statement shall be submitted to the Board of Trustees, if the President's recommendation is against promotion or tenure.
 - d) In the case of promotion or tenure, the President shall submit his or her decision to the Annual meeting of the Board of Trustees and shall notify the faculty member and the President of ACAP of the Board's decision as soon as possible thereafter.

F. The Peer Review Committee File

1. The College will maintain, in the Academic Affairs Office, one official personnel file for each faculty member.

2. The PRC File, a subset of the personnel file, shall contain the following:
 - a) A self-evaluation form and current vita as supplied by the faculty member at the time of evaluation;
 - b) Colleague letters as requested by faculty member (faculty members are encouraged to invite colleagues to observe their classes);
 - c) All summaries of course evaluations with typed transcripts of student comments from those forms for the years of teaching at Adrian College;
 - d) All summaries from Advisor Evaluation Forms when such forms have been developed and used. ACAP and the College agree to cooperatively develop such a form and a procedure for its use. Such procedure should be consistent with the procedures set forth in Articles VII and VIII on faculty evaluation. The target date for agreement on the form and procedure will be by Spring Semester 1999, with implementation for the following academic year.
 - e) Copies of syllabi for courses taught at Adrian College.
 - f) Copies of all previous self-evaluations and colleague letters.
3. The Peer Review Committee File may also contain the following:
 - a) Copies or records of professional work;
 - b) Results of interviews, if desired by the Committee or by the faculty member, of students randomly selected from among those currently enrolled students who are taking or have taken courses from the faculty member under review. The PRC must be notified by October 1 or January 15 (as appropriate) if the faculty member requests such interviews. If student interviews are conducted by the PRC, the Chairperson shall summarize the results in writing and provide the report to the faculty member by November 1 or February 15 (as appropriate).
 - c) Correspondence from colleagues, deans, doctoral committees, editors, students or their parents;
 - d) Any written record of disciplinary action against the faculty member, as well as any associated responsive material submitted by the faculty member;
 - e) Other documents and letters as may be relevant to the review of the overall performance of the faculty member;
 - f) Any other material the faculty member may wish to provide.

4. The following information may also be used in decisions regarding continuation, promotion and tenure without being present in the personnel/evaluation file:
 - a) Materials included in the College's public records, such as minutes of faculty meetings and/or related bodies;
 - b) Lists of memberships on academic committees and other campus bodies;
 - c) College publications.
5. The personnel/evaluation file will be available to the President, the Dean for Academic Affairs, and the individual faculty member. The file will be available to the PRC only at the time of the faculty member's evaluation. If an appeal is made to the Trustee Appeal Committee, that Committee shall also have access to the appropriate file or files. The faculty member must be informed of any other use made of his or her file. Each faculty member's own file will be available for examination by the faculty member during normal business hours. The faculty member may make or obtain one copy of materials in his or her file. When new material is added to the file, a notification form will be sent to the faculty member within ten calendar days.

ARTICLE VIII.
EVALUATIONS FOR CONTINUATION AND PROMOTION OF (1) TENURED
FACULTY AND (2) REGULAR HALF-TIME
FACULTY WITH SIX OR MORE YEARS OF SERVICE

A. Purpose.

1. To ensure that teaching excellence, individually and collectively, remains a hallmark of the Adrian College Faculty;
2. To provide useful feedback to faculty members so that faculty members may continue to improve their performance.

B. Criteria. As stated in Article VII.B.1-3. above.

C. Personnel Involved.

1. Evaluation of the work of each faculty member shall be performed by the Dean of Academic Affairs and by the appropriate departmental chairperson.
2. In the case of a faculty member other than the chairperson, the evaluation shall be conducted by the chairperson, according to the criteria in VIII.B. and according to the procedure listed below.

3. If there are unresolved differences between the chairperson and the faculty member, or at the request of either individual, the Dean of Academic Affairs shall complete a separate evaluation and discuss his or her evaluation (according to the criteria in Article VII.B.) with both the faculty member and the chairperson.
4. The chairperson shall be evaluated by the Dean of Academic Affairs.

D. Timing.

1. Faculty with more than six years of teaching at Adrian College will be reviewed every seven years by their departmental chair. Reviews may be conducted more frequently at the option of the faculty member, the Chair, or the Academic Dean.

E. Procedure

1. The Dean for Academic Affairs is responsible for initiating the evaluation process. Such process shall include preparation by the departmental chairperson (or by the Dean of Academic Affairs if the chairperson is being evaluated or if requested to evaluate as cited in VIII.C.3) of a letter summarizing his or her evaluation and of the meeting with the faculty member being evaluated. Said letter shall be presented to the faculty member no later than March 15. A copy will be filed with the Dean for Academic Affairs by such date in order that the faculty member be considered for promotion.
2. Each evaluation shall include the following:
 - a) A written and signed evaluation of the faculty member's performance:
 - (1) from the chairperson of the faculty member's department, or
 - (2) from the Dean of Academic Affairs, where the chairperson or faculty member has requested a separate evaluation, or
 - (3) from the Dean of Academic Affairs, where it is the departmental chairperson who is being evaluated.
 - b) All summaries of course evaluations with typed transcripts of student comments.
 - c) Copies of syllabi as distributed to students.
 - d) Materials submitted by the faculty member, such as publications, copies of work in progress, correspondence and other documents relevant to the faculty member's teaching effectiveness, professional development, academic advising, and College service. These materials may include a self-evaluation if requested by the Dean for Academic Affairs or if the

faculty member chooses to submit one. Such self-evaluation should include the faculty member's assessment of his/her current teaching effectiveness, professional development, achievement of goals, college participation and service and satisfaction with his/her current position. This self-evaluation when requested as part of the annual evaluation will be used by the Dean of Academic Affairs as a basis for discussing future activities of the faculty member.

3. If the evaluator is of the opinion that the performance of the faculty member is not satisfactory, the evaluator shall advise the faculty member as to possible resources for professional improvement in evaluative areas and other types of corrective action or possible ways to improve.
4. If a faculty member disagrees with the evaluation submitted by the Chairperson or Dean of Academic Affairs, and the evaluation could adversely affect the faculty member's continuation or promotion, the faculty member may submit a written response to the evaluation, and such response shall be included in the faculty member's personnel file. Said written response shall be submitted no later than April 1.

F. Personnel File.

1. The College shall maintain one, official, personnel file for each faculty member.
 - a) The file shall include all written evaluations from the department chairperson and/or Dean of Academic Affairs as well as summaries of student evaluations of teaching performance. The file shall also contain such other documents as may be relevant to evaluation of the total work performance of the faculty member including, but not limited to, copies of publications; work in progress; course materials; letters of recommendation or commendation; correspondence from deans, doctoral committees, professional colleagues and organizations; correspondence from students or their parents; and any written record of disciplinary action against such faculty member; and any responsive material submitted by such member.
 - b) The following information also may be used in decisions regarding continuation and promotion without being present in the personnel file: materials included in the College's public records, such as minutes of Faculty meetings; lists of memberships on academic committees and other campus bodies; College publications; enrollment and financial data.
2. Each faculty member's own file will be available for examination by the faculty member during normal business hours. The faculty member may make or obtain one copy of materials in his or her file. When new material is added to the file, a notification form will be sent to the faculty member within ten calendar days.

G. The Recommendation:

1. After obtaining all the evaluations and recommendations noted above, the Dean of Academic Affairs shall write a recommendation to the President of the College regarding the faculty member's continuation or promotion. A copy of the recommendation shall be submitted to the faculty member no later than April 15 if action is to be taken at the May meeting of the Board of Trustees. A copy of such recommendation shall also be submitted to the Department Chairperson.
 - a) If the recommendation is against continuation or promotion, the faculty member shall be entitled to a written statement from the Dean of Academic Affairs of the recommendation and the reasons for it.
 - b) If the recommendation is against continuation or promotion, the faculty member shall be entitled to confer separately with the President and submit a statement in writing to the President seeking reconsideration before the President makes his/her promotion recommendation to the Board of Trustees. A copy of the faculty member's written statement shall be submitted to the Board of Trustees, if the President's recommendation is against promotion.
2. The decision of the President, in the case of recommendation against continuation of employment, shall be made and communicated to the faculty member and to the Association no later than the dates indicated in Article XI (Non-Renewal of Contracts).
3. In the case of promotion, the President shall submit his or her recommendation to the May meeting of the Board of Trustees and shall notify the faculty member and the Association of the Board's decision as soon as possible thereafter.

ARTICLE IX
TENURE

- A. Tenure is defined as the right of a faculty member to continuing employment, that right being acquired after the expiration of a probationary period of service and upon the decision of the Board of Trustees.
1. It is understood that:
 - a) Tenure means that such continuing employment shall be terminated only for cause, except in the case of retirement rules consistent with federal and state law or in circumstances of financial exigency, and
 - b) Conditions governing tenure, including but not limited to the rules for the acquisition of tenure, retirement, dismissal for cause, financial exigency, shall be those stated in this Agreement.

2. With regard to possible administrative service by a full time faculty member, it is further understood by the parties covered by this Agreement that:
 - a) A tenured faculty member who receives an administrative appointment is tenured only in the capacity of faculty member and not of administrator.
 - b) An untenured faculty member who receives an administrative appointment does not thereby earn tenure or have counted toward a tenure decision such years or portions of years of service as are a part of his or her administrative appointment.
- B. The granting of tenure to full time faculty members shall be based on the following procedures:
1. A faculty member will be considered for tenure during his/her sixth year of full time teaching in higher education.
 - a) Of these six (6) years, four (4) years of full time teaching at Adrian College shall be required to fulfill a faculty member's probationary period even if it requires the faculty member to exceed a total of six (6) years of service in higher education.
 - b) The requirement of teaching experience shall not be understood to cover any service or activity other than teaching.
 2. A faculty member serving under a term contract for one (1) or more full academic years at Adrian College will have the year(s) counted as probationary time if he or she is subsequently issued a probationary contract.
 3. The President may, at his or her discretion, waive any or all of the probationary conditions described in part 1. above.
- C. Should a faculty member be approved for tenure by the Board of Trustees, the President will notify the faculty member in writing as soon as possible after the Annual meeting of the Board of Trustees and prior to the release of the information to the public. In such instance, the faculty member will formally be placed on tenured status effective as of September 1 of the following academic year.
- D. Should a faculty member not be approved for tenure by the Board of Trustees, the President will notify the faculty member in writing as soon as possible after the Annual meeting of the Board of Trustees and prior to the release of the information to the public. In such instance, the faculty member will be offered a one (1) year nonrenewable contract for the ensuing academic year, subject to the terms and conditions of this Agreement covering retrenchment and termination.

The tenure decision may be delayed if circumstances arise which result in an unavoidable delay in the faculty member completing the terminal degree requirements. The College may also wish to delay a tenure decision because of the financial condition of the institution, enrollment in the College, department or major.

In the case of such delays, the President, at his or her sole discretion, may issue an additional, one-year, probationary contract. The issuance of these extended probationary contracts is limited to a maximum of three consecutive years for any individual faculty member. A faculty member employed under one of these extended probationary contracts is subject to the same evaluation and review process as would be an individual employed under a normal probationary contract. If an individual is denied tenure for financial or enrollment reasons, as described in this paragraph, that person shall be given first consideration for tenure in succeeding years.

- E. Service as a half-time (or greater) faculty member shall only be credited towards tenure if the faculty member becomes full time pursuant to Article XXIV. Professional library employees shall not be eligible for tenure.

ARTICLE X LAYOFF AND RECALL OF PERSONNEL

- A. In the event that the Board of Trustees should determine in the exercise of its rights under Article III that there should be a reduction in personnel through layoffs, the Board of Trustees or the President will notify the President of ACAP in writing. Such notice will be in effect for the remainder of the contract year. The following procedure will be used in order to promote such a reduction in an orderly fashion:
 - 1. Where possible, non-regular (term or terminal) contracts will be allowed to expire.
 - a) A "term" contract shall be defined as a contract for a specific term which does not qualify for tenure consideration.
 - b) A "terminal" contract shall be defined as a one-year contract issued with an expressed certainty of non-renewal.
- B. If a layoff is instituted, faculty members shall be laid off in each selected academic department in the following order, subject to the ability of the remaining faculty members to perform effectively the professional responsibilities required by available assignments in the department.
 - 1. Non-tenured faculty members, in inverse order, on the basis of their value to the department as determined by ability to teach remaining courses within the department, past evaluations, the needs of the department, and seniority as hereinafter defined.

2. Tenured faculty members will not be subject to layoff except in cases of financial exigency. In such an event, tenured faculty members will be laid off in inverse order of seniority. It is understood that this does not contradict the College's right to eliminate departments and their associated faculty members, including tenured faculty.
- C. Upon the determination of those affected by the reduction in personnel, the list shall be submitted to the President of ACAP, who shall have a right to discuss the matter, including alternatives, with the Dean of Academic Affairs within one (1) week after submission of the list in the event the Association shall dispute the matter. If no resolution is forthcoming from the discussion, the Association shall have the right to appeal the list to the President within one (1) week from the discussion with the Dean of Academic Affairs. The President shall render his/her decision which shall be final, and not be subject to the grievance procedure.
- D. The College will give notice in writing to the faculty members affected by any such reduction in personnel by placing the notice in the U.S. mail certified postage prepaid, as follows:
1. First through sixth year probationary faculty members: by January 1st.
 2. Tenured faculty members: twelve (12) months notice (by September 1).
- E. Seniority shall be defined as length of continuous service as a faculty member at Adrian College. A faculty member on term or terminal contract shall accrue seniority only if he or she is subsequently employed under a regular contract.
1. Seniority shall date from the original date of hire. Date of hire shall be defined as the faculty member's first day of classes of the academic calendar specified in the faculty member's initial contract. In the circumstances of more than one individual beginning employment on the same date, a determination of seniority shall be made by the Dean for Academic Affairs at the time lay-offs are instituted. This determination shall be based on the faculty members' abilities to teach remaining courses within the department, past evaluations, and the needs of the department. At the request of the individual determined to have the least seniority, the Dean for Academic Affairs shall provide, within ten days, in writing the reasons for the decision. Upon receipt of the written reasons the faculty member shall have ten days to appeal, in writing, the decision of the Dean to the President. The President shall respond, in writing, within ten days to the faculty member.
 2. Termination of employment or resignation shall terminate all previous acquired seniority.
 3. Any person who ceases to serve as a member of the faculty but remains employed continuously at Adrian College shall retain all previously acquired seniority if returned to the faculty.

4. Any faculty member who is on a sabbatical leave, an approved leave of absence or on lay off shall continue to accrue seniority.
 5. The faculty member, or administrator also holding a prior faculty appointment, shall have seniority only in the department of his or her primary teaching assignment.
 6. A faculty member with seniority shall transfer that seniority to any newly created or reorganized academic department. If the newly created or organized department is eliminated or reduced, then the faculty member who is affected may use his/her total seniority to return to his/her former department by replacing the faculty member with the lowest seniority providing the transferring faculty member has greater seniority and is qualified. Any transfer under this subparagraph shall require the prior approval of the Dean of Academic Affairs after consultation with the Department(s) involved.
- F. It shall be the duty of any faculty member on lay-off to maintain his or her current address with the Office of the Dean of Academic Affairs. In the event of recall, the Dean of Academic Affairs shall give at least thirty (30) days written notice prior to the effective date of recall to the faculty member to be recalled by placing same in U.S. mail, certified postage prepaid, addressed to the individual at the address of record or by personal delivery and by sending notice by College mail to the Association. In the event the individual shall fail to communicate, in writing or in person, his or her intention to return to the Dean of Academic Affairs within ten (10) days of the receipt of the notice, he or she shall lose his or her right to recall and the Dean of Academic Affairs shall select the next person to be recalled from the list, if applicable, and notice shall be sent in accordance with the above. Failure to notify the Dean of Academic Affairs of intent to return in accordance with the above shall conclusively be deemed to be an act of resignation.
1. It is expressly understood that in order to be eligible for recall, a faculty member on lay-off must be qualified for the full time position which is open.
 2. Any faculty member laid off pursuant to this Article shall remain on the recall list for a period equal to their length of employment but not to exceed three (3) years from the date of the lay-off. Thereafter, he or she shall lose his or her right to recall.
- G. On and after the effective date of this Agreement, laid off faculty shall be recalled to any position for which they are qualified in the judgment of the Dean of Academic Affairs after consultation with the appropriate Department(s) before a new hire is employed for such position.

ARTICLE XI
NON-RENEWAL OF CONTRACTS
TERMINATION OF EMPLOYMENT

A. Non-Renewal of Contracts:

1. Unless otherwise specified, a faculty member's regular contract shall be for a period of twelve (12) months, beginning on September 1 of a given academic year and terminating on August 31 of the following year.
2. Non-renewal by the College of a probationary faculty member's regular contract shall be accomplished by mailing notification of non-renewal by U.S. Mail, certified postage prepaid, no later than January 1.
3. A faculty member shall receive upon request a statement of why the contract was not renewed from the Dean of Academic Affairs. The faculty member shall be entitled to confer separately with the President and to submit a statement in writing to the President seeking reconsideration before the President makes his/her recommendation to the Board of Trustees. The College's decision as to such non-renewal shall be final and not subject to the grievance procedure.
4. Non-regular contracts will have notice of termination date specified therein at time of issuance and thus shall not require any further notice.
5. Librarians shall be employed pursuant to a regular or non-regular contract as provided in this Article XI.

B. Termination of Employment:

1. Termination of employment shall be defined as (1) the termination of a faculty member's regular or non-regular contract of employment during the term of that contract, or (2) the dismissal of a tenured employee for cause. Termination shall not include (1) the allowance of a non-regular (term or terminal) or probationary contract to expire by its terms; (2) a resignation; (3) retirement; or (4) retrenchment pursuant to this Agreement.
2. The President shall not terminate the contract of a faculty member except for cause. The reasons for the termination will be given at the time of dismissal and reduced to writing upon request.

ARTICLE XII
WORKLOAD

- A. A faculty member's workload consists of teaching, professional development, academic advising and College Service. Teaching is the primary responsibility of the faculty

member. Professional development, academic advising and College service are secondary responsibilities which support the College's educational program. It is understood that not every faculty member will serve in every area at all times, but that a faculty member will serve the College in as many of those ways as his or her talents and other College responsibilities permit.

1. The teaching load, which may vary from department to department, includes teaching a scheduled number of course credit hours as specified below:
 - a) Generally a 12 credit hour teaching load per semester is required of a faculty member. It is recognized that the subject of teaching load is complex and involves judgments and exceptions to any formula or recommendations. In assigning the teaching load each semester, the Dean of Academic Affairs shall take into account differences between departmental demands. While credit hours are an appropriate way to determine workload for many faculty members, the College recognizes that faculty members who teach certain kinds of courses (e.g., laboratory, studio, workshop, performance and ensemble) may need to have their workload evaluated differently. The Dean of Academic Affairs, in consultation with the appropriate department(s), will determine the workload in such cases. The guidelines published by national professional associations (e.g., The American Chemical Society, The National Association of Schools of Music, The College Art Association) will be considered. Each department will strive to achieve a teaching load whereby each full time member will have no more than three different preparations per semester.
 - b) Subject to the approval of the Dean of Academic Affairs and the department chairperson, a faculty member may, under unusual circumstances, volunteer to assume additional responsibilities (either within or without the department) beyond those assigned to him or her as the normal load required within the department. Faculty members teaching additional courses shall be remunerated according to the part time salary schedule.
 - c) Reduced Teaching Load. A faculty member may request that the Dean of Academic Affairs reduce his or her teaching load because the faculty member is carrying one or more of the following responsibilities:
 - (1) Chairing an academic department.
 - (2) Coaching an athletic team.
 - (3) Providing clinical or professional services to students and/or College employees.
 - (4) Directing a grant program.
 - (5) Undertaking administrative responsibilities.
 - (6) Providing career or placement-related research or services.

- (7) Undertaking such other duties in support of the College's educational program which shall, in the judgment of the Dean of Academic Affairs, merit reduction in teaching load.
- d) Internship Supervision to Reduce Teaching Load. It is optional for faculty members to supervise internships. If the option is approved a faculty member may obtain a reduced teaching load by means of supervision of internships undertaken during the College's regular two semesters (excluding vacations, May and Summer Terms) according to the following guidelines:
 - (1) Faculty credit for internship supervision shall be earned without regard to the number of credit hours which a student earns in a particular internship.
 - (2) A faculty member who supervises 399 level internships during a regular academic semester earns one Faculty Internship Credit for each internship supervised. Four 199 level internships shall be equivalent to one 399 level internship. Four Faculty Internship Credits shall be the equivalent of one credit hour in a twelve credit hour faculty semester load.
 - (3) The Office of Career Development shall be responsible for maintaining records of Faculty Internship Credit and reporting the same to the Office of Academic Affairs.
 - (4) The maximum number of internships that may be supervised in any semester is two (2) at the 399 level and four (4) at the 199 level.
 - e) The faculty member shall be credited for Independent Studies and Individualized Studies, at the ratio of 6:1 (i.e., 6 credit hours of Independent Study will equal 1 hour of class instruction). Such credit may be accrued (up to a maximum of 2 credits per semester) and used for a reduced teaching load. The maximum amount of Independent or Individualized Study that may be supervised by a faculty member in any semester is twelve (12) hours.

The College will provide a yearly accounting of credit earned and used to each faculty member by September 15 of each year. Any faculty member who has accumulated three or four hours of credit may use that credit in the form of release time.

- f) A faculty member will normally redeem credits gained through internship supervision, independent studies or individualized studies after he or she has accumulated enough to be relieved of a three or four credit hour course.
- g) A faculty member may not accumulate more than eight credit hours of release time gained through internship supervision, independent studies or individualized studies.

- h) The College reserves the right to set departmental budgets for the supervision of internships, independent studies or individualized studies.
 - i) A reduced teaching load earned by credits gained through internship supervision, independent studies or individualized studies is available to a faculty member as a matter of contractual right. However, it is understood that the Dean of Academic Affairs may exercise some discretion in assigning the semester during which the faculty member shall take his or her reduced teaching load.
 - j) Faculty members wishing to take a reduced teaching load must notify their department chair and the Dean of Academic Affairs prior to the setting of the class schedule for the coming year.
 - k) If the faculty member's timely request (par j , above) is denied, then the 8-hour limit on release time accrued is waived.
2. Office Hours - Faculty members shall maintain regular office hours.
 3. A faculty member shall submit a course syllabus upon request by the Dean of Academic Affairs for each course taught each semester. Such syllabus shall describe class expectations, procedures, evaluation methods and assignments.
 4. Professional development consists of scholarly activity appropriate to the discipline: research and publication; presentations; activity in professional organizations; and development of new courses and teaching methods.
 5. Advising Students
Generally faculty members will advise departmental majors and/or freshmen. The Registrar will attempt to distribute advisees equally among departmental faculty members as far as is reasonably possible.
 6. College service consists of service as a chairperson of a department; participation on committees, collegia, commissions, and other similar bodies; departmental work; assistance in the College's on campus admissions and public relations efforts; and other activity which furthers the educational purpose of the College. Faculty members are especially encouraged to contribute in an appropriate manner to the admissions effort of the College. It is understood that not every faculty member will serve in every area at all times, but that a faculty member will serve the College in as many of these ways as his or her talents and other College responsibilities permit.

B. Minimum Course Enrollment

1. The minimum enrollment in any course shall normally be no fewer than five students.
 2. Exceptions to the minimum course enrollment number may be made by the Dean of Academic Affairs in situations in which the course is required to complete a major or a program of study.
 3. If a faculty member's course does not enroll five students by the end of the fourth day of the first week of classes, and it is the judgment of the Dean of Academic Affairs that the course not be taught, the faculty member, the department chairperson, and the Dean of Academic Affairs shall consider assigning the faculty member to other appropriate responsibilities in lieu of that teaching assignment.
- C. Prior to an administrator teaching a particular course, the Dean of Academic Affairs shall first discuss such assignment with relevant department(s) and ACAP.

ARTICLE XIII RETIREMENT

The existing early severance plan will continue through August 31, 2004. The College does, however, reserve the right to withdraw this offer at any time.

ARTICLE XIV RIGHTS OF THE ASSOCIATION

- A. The College agrees to permit the Association to use appropriate facilities such as classrooms or lecture rooms for meetings when such facilities are available.
- B. The College shall permit the Association to use College duplicating and personal computing equipment.
- C. The Association may use the campus mail service.
- D. The College agrees to establish an account number in the business office to permit billing of the Association for the use of telephone, copying, and printing services.
- E. The use of college facilities and services and the conduct of the Association business shall be done at times that do not conflict with the bargaining unit members' duties as described in this Agreement.
- F. Upon presentation to the College (through its appropriate representatives) of signed authorization forms, the College shall make appropriate deductions from the payroll

checks of faculty members for the dues and assessments of the Association, including any organizations (i.e., MEA and NEA) with which the Association is affiliated. The College shall promptly remit to the Association all such funds deducted from the pay checks of faculty members.

- G. The failure of any faculty member who was a member of the Association on or after August 31, 1984, to maintain such membership (or not to tender, either by way of payroll deduction or direct payment an amount to be known as a "representation fee") may be reported to the College by the Association. Faculty members hired after August 31, 1984, shall either become members of the Association or cause to be paid to the Association by way of payroll deduction or direct payment an amount to be known as a "Representation fee." Failure of the faculty member to elect either of the above options may be reported to the College by the Association. The amount of the representation fee shall be annually determined by the Association and shall not exceed the dues and assessments of the Association. Upon notification (which notification shall take place prior to January 1 of each academic year), the College shall, before January 15, inform any delinquent faculty member that he/she has until February 1, of the same calendar year to maintain such membership or to tender to the Association the amount of the representation fee in full (i.e., the representation fee for the entire academic year) and that failure to do so will result in dismissal from employment at the College. If the Association reports to the College on or before February 15 of the calendar year that such faculty has, in fact, not maintained such membership or tendered the representation fee in full, the College shall inform such faculty member on or before March 1 that, as of the end of the current academic year, he/she is dismissed from the College and the College shall not reinstate into any employment relationship the faculty member involved.

Furthermore, the failure of a faculty member to continue to pay membership dues or the representation fee after January 1 of the academic year will result in dismissal from the College at the end of that academic year. When the faculty member becomes delinquent in paying membership dues or the representation fee, the Association may report that information to the College. Within two (2) weeks of receiving such report, the College shall notify any delinquent faculty member that he/she has two (2) weeks from the date of notification to maintain such membership or to tender to the Association the amount of the representation fee in full (i.e., the representation fee for the entire academic year) and that failure to do so will result in dismissal from employment at the College. If the Association reports to the College that such faculty member has, in fact, not maintained such membership or tendered the representation fee in full, the College shall inform such faculty member within two (2) weeks of such report that he/she is dismissed from the College as of the end of the current academic year and the College shall not reinstate into any employment relationship the faculty member involved. It is recognized by the parties to this Agreement that failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

- H. The Association agrees to indemnify and save harmless the College, its trustees, employees and agents against any and all claims, demands or other forms of liability that may arise out of or by reason of action taken or not taken by the College for the purpose of complying with Paragraphs F and G, supra, of this Article.

ARTICLE XV
SUMMER SCHOOL AND MAY TERM

- A. A faculty member teaching during Summer and/or May terms will receive as compensation the tuition charged to the students enrolled in that instructor's course(s).
- B. The maximum compensation that a faculty member may receive during May or Summer Term is based on the number of credit hours taught during each of those terms and is expressed as a percentage of the faculty member's base salary as indicated in the following schedules:

Four-Week, May Term Maximum Compensation Schedule

<u>Cr Hours</u>	<u>Maximum Rate</u>	<u>Cr Hours</u>	<u>Maximum Rate</u>
1	2.8%	3	8.4%
2	5.6%	4	11.2%

Six-Week, Summer Term, Maximum Compensation Schedule

<u>Cr Hours</u>	<u>Maximum Rate</u>	<u>Cr Hours</u>	<u>Maximum Rate</u>
1	2.8%	5	14.0%
2	5.6%	6	16.8%
3	8.4%	7	19.6%
4	11.2%	8	22.4%

- C. During the four-week May Term, a full-time teaching load shall consist of 4 credit hours of regular course work and a maximum total load of 10 credit hours. Internships (199,399), selected Education courses (200,300 and 400), Independent Studies (451) and Individual Studies will count as one credit hour taught for purposes of calculating the maximums, regardless of the student credit hours earned for those courses.
- D. During the six-week Summer Term, a full-time teaching load shall consist of 8 credit hours of regular course work and a maximum total load of 14 credit hours. Internships (199,399), selected Education courses (200,300 and 400), Independent Studies (451) and Individual Studies will count as one credit hour taught for purposes of calculating the maximums, regardless of the student credit hours earned for those courses.

- E. The remuneration for internships (199, 399) shall be \$400 for each internship. The remuneration for Independent Studies shall be \$200 per credit hour. Compensation for internships and independent studies contributes toward the faculty member's maximum salary as described in paragraph B, above.

ARTICLE XVI OUTSIDE EMPLOYMENT

- A. A faculty member may undertake outside employment provided that this employment does not interfere with his or her faculty responsibilities. A full time faculty member may not be employed at another college or university without prior approval of the President of Adrian College
1. All outside employment is to be reported in writing to the Dean of Academic Affairs for approval. When possible, this reporting should be done well in advance of the start of the outside employment.
 2. It is understood that when the outside employment predates this Agreement or has a starting date other than during the academic year, all such employment will be reported at the beginning of the fall semester.
- B. Faculty responsibilities are defined in Article XII, Workload.
- C. If the College should discontinue summer school and/or May term, this article does not apply to May and/or summer employment.

ARTICLE XVII LEAVE OF ABSENCE

- A. Personal or Professional Leave - Long Term

A leave of absence without pay for personal reasons or professional growth may be granted by the College upon request of a faculty member, subject to the following terms and conditions. It being understood that the College may deny any such request.

1. The faculty member must have at least two (2) years of full time teaching service at Adrian College.
2. The faculty member must submit a written request to the Dean of Academic Affairs, stating the purpose of the requested leave of absence.

The request must be submitted prior to: (1) March 1 if the leave would become effective the beginning of the next Fall semester; or by (2) September 1 if the leave would become effective on the following January 1. These time limits and dates

may be delayed in cases where such matters as fellowship grants may not be finalized at the time of the request.

3. The leave of absence shall be for a period of time as agreed to by the College but shall not exceed a period of four (4) consecutive semesters, nor be for a period of less than one (1) semester.
4. The Dean of Academic Affairs shall respond to the request in writing as soon as possible, but no more than thirty (30) calendar days after the deadlines in Paragraph 2 above.
5. The College shall not be held liable for death or injuries sustained by an individual while he or she is on an approved leave of absence.
6. The faculty member during his or her leave of absence must confirm in writing, by a date as set by the College, his or her intention to return to service at Adrian College upon expiration of the leave, after appropriate written notice by the College of the necessity to meet this requirement. In the event that the faculty member should fail to submit such notice of return, the President may declare the faculty member's former position to be open and begin consideration for a replacement and the faculty member shall be deemed to have resigned as of such date. A copy of written notice by the College shall be sent to the Association at least four (4) weeks prior to the date set by the College.
7. No less than five (5) semesters must elapse after a faculty member has returned to service following a leave of absence (or a sabbatical leave) before he or she can submit a formal application for further leave unless this requirement is waived by the President.
8. Approved leaves of absence shall not count toward tenure and rank or for purposes of experience level on the salary schedule, except in those cases in which the Dean of Academic Affairs has previously agreed that the faculty member was engaged in full time teaching or research at another institution and credit for such teaching can be given under the provisions of Article XXII.
9. Adrian College, except as stated below, shall continue to pay its share of a faculty member's fringe benefits while he or she is on approved leave of absence. Fringe benefits shall be defined as group negotiated insurance coverage allowed by the underwriter to be carried by the faculty member while on leave.
 - a) The College will have no obligation to continue benefits if a faculty member is receiving remuneration from another institution/ business that is twenty-five percent more than his/her normal salary and/or is receiving fringe benefits comparable to those provided by the College. However, the faculty member has the right to continue in the group insurance plans by reimbursing the College for said cost.

- b) A faculty member, prior to being granted an approved leave of absence, shall elect either:

- (1) to sign a promissory note which requires him or her to repay to the College the College's share of his or her fringe benefits paid out during his or her approved leave of absence, or (2) to waive voluntarily, his or her right to have the college's share of his or her fringe benefits paid during his or her leave of absence.

- b) Upon return to full time teaching at Adrian College for a time equal to the length of the leave, the note (as described above) shall be voided by the College.

B. Leaves of Absence - Family and Medical

The College provides for leaves of absence that meet or exceed the requirements of the Family and Medical Leave Act of 1993 (FMLA).

1. Leaves of Absence with Pay

A paid leave of absence for a period of up to six (6) months shall be granted upon request, when the faculty member is unable to work because of a serious health condition. The College may require appropriate medical verification of such injury, illness or disability. Such leave may be extended upon request at the discretion of the President.

- a) A faculty member on a paid leave of absence under this Paragraph B.1. for more than one (1) semester shall, upon return to work, be employed in a position within his/her department, provided that the faculty member submit a notice of intent to return. The notice shall be submitted by July 1 for the following Fall semester and by December 1 for the following Spring semester. The College shall provide written notification by June 1 for the Fall semester and by November 1 for the Spring semester, of the requirement for notice of the intent to return.
- b) It is understood that the College may require a doctor's statement confirming that the faculty member can return to work. If the duration of the leave is less than one semester, the faculty member shall submit notice of return at least five (5) calendar days in advance. The College shall determine the actual date of return.
- c) Time spent on a leave of absence over one (1) year under this Paragraph B shall not be counted for purposes of promotion or tenure but will be counted for purposes of location on any salary schedule.

- d) The obligation of the College under this Paragraph B. 1. for any absence in excess of thirty (30) days shall be to continue the individual faculty member's base salary (excluding stipends) for the full period of absence up to a maximum period of six (6) months.
- e) Benefits describes under Article XXII, paragraph B. will continue during the duration of the leave.

2. Leave of Absence without Pay

Full-time faculty members with one (1) year or more of service to the College are eligible for up to 12 weeks of un-paid leave for the birth or adoption of a child, foster-care placement or to care for a spouse or immediate family members with a serious health condition.

- a) Normal health and life insurance benefits will be continued during the duration of the leave.
 - b) The faculty member's former position or a position equivalent in pay and job responsibilities will be guaranteed for the duration of the leave.
 - c) Eligibility for leave will not exceed the twelve (12) week limit in any one twelve (12) month period.
 - d) Documentation must be provided to justify the request for the leave.
3. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) any period of incapacity of more than three (3) days involving continuing treatment by a health care provider. Other conditions of the FMLA shall apply to leaves in this section.
4. All time on approved leave of absence shall count for purposes of seniority except as noted under section A.8. above.

C. Leaves of Absence - Other

- 1. Paid bereavement leave for death in the immediate family shall be given on written request for a period of up to one (1) week.
- 2. A faculty member serving on jury duty shall receive his/her full salary for such time, with the understanding that the faculty member sign over his/her jury fee to the College.
- 3. A short-term paid leave of absence for personal business may be granted upon written request at the discretion of the Dean of Academic Affairs.

4. It is understood that the past practice of making leaves of absence available to professional library employees shall continue.

ARTICLE XVIII
DEPARTMENT CHAIRPERSONS

- A. Appointment and Terms: A department chairperson shall be appointed and serve at the pleasure of the President in accordance with the following provisions:
 1. Appointments shall be rotated among qualified persons. The department chairperson shall normally be chosen from among the faculty who have had two (2) or more years of service at Adrian College and shall be appointed normally for a term of three (3) years. The chairperson may be re-appointed for a second three (3) year term. Normally the maximum number of consecutive years a faculty member may serve as chairperson is six (6).
 2. The President may replace a department chairperson before the conclusion of a three (3) year term. The requirement of two (2) years' service may be waived by the President.
 3. A faculty member has the right to refuse any such appointment.
- B. Consultation Regarding Department Chairperson Selection:
 1. One semester before the end of the department chairperson's term, or whenever the position of the department chairperson may be vacant, the Dean of Academic Affairs shall consult with all half-time or greater members of the department and shall attempt to identify a potential department chairperson who has the support of the department members.
 2. The choice shall be made and announced as soon as possible after consultation so that the newly appointed department chairperson may have adequate time to prepare for the duties and responsibilities of the position. ◊
- C. A department chairperson's duties include, but are not limited to:
 1. Communicating decisions of trustees and administration to the faculty of the department.
 2. Communicating departmental recommendations regarding hiring, budget, curriculum and other matters to the Dean of Academic Affairs, who shall coordinate recommendations to the President.

3. Contributing to and coordinating the evaluation of faculty in the department in accordance with Articles VII and VIII.
 4. Advising as to information or identifying resources for departmental faculty members on professional improvement in evaluative areas.
 5. Calling such departmental meetings as are necessary to conduct departmental business, fulfilling other departmental duties necessary to the welfare of the department, and providing leadership for the department. Departmental affairs shall be conducted so as to encourage the participation of all members in hiring, planning, decision-making, and other work of the department.
- D. A department chairperson shall have no authority to discipline any faculty members nor engage in any managerial function.
- E. In addition to regular salary, a department chairperson shall be paid an annual stipend, within a range determined by the size of his or her department:

<u>Number of FTE Faculty in Department*</u>	<u>Range of Stipend</u>
1 person	\$ 700 - 1200
2 persons	\$ 900 - 1400
3 persons	\$1100 - 1700
4 persons	\$1400 - 2000
5 persons	\$1600 - 2400
6 persons	\$1900 - 2900
7 persons	\$2200 - 3100
8+ persons	\$2500 - 3300

* .5 or above rounded to next whole number.

1. Consideration in establishing the stipend level within the range shall include amount of capital equipment in the department, size of departmental budget, number of students, amount of required paper work and correspondence, coordination of special departmental services, the number of part-time faculty in the department, and the quality of the chairperson's leadership. Unless there is a substantial change in the chairperson's duties, the annual stipend will not significantly change when the chair rotates.
2. A department chairperson may, in consultation with the Dean of Academic Affairs, request a reduced class load in lieu of compensation. If a reduced load is approved, the stipend shall be reduced by the amount of the actual salary of a part time faculty member employed to teach the course(s) normally taught by the chairperson or by \$400 per credit hour if the course is not offered. For example, if a part time employee is hired to teach a three (3) hour semester class for \$1200 and

the department chairperson's annual stipend is \$2400, then the department chairperson's load shall be reduced by three (3) class hours for the semester and the stipend shall be reduced by \$1200. Any such reduced class load shall be limited to one (1) course per semester.

ARTICLE XIX SABBATICAL LEAVES

- A. In order to be eligible for sabbatical leave, a faculty member must meet the following qualifications:
1. Normally, a terminal degree in his/her academic discipline.
 2. Six (6) years of full time teaching service at Adrian College.
 3. At least five (5) full semesters of teaching full time at Adrian College after the completion of an approved leave of absence.
 4. At least twelve (12) semesters of teaching full time at Adrian College after completion of a prior sabbatical leave.
 5. Minimum rank of Assistant Professor.
 6. Tenure.
 7. Professional library employees having at least six (6) years of full-time employment at Adrian College and holding at least the rank of Assistant Librarian.
- B. If a faculty member meets the above qualifications, he/she may submit a written request to the Dean of Academic Affairs for a sabbatical leave. Time spent on sabbatical shall count towards rank.
1. The request must be submitted prior to November 15 in the academic year prior to the one in which the proposed sabbatical will take place.
 2. The request must set forth a detailed proposal including the course of study, research or other action the faculty member plans to pursue during the leave and must delineate what the merits of the same would be to him/herself, his/her department and the College.
 3. In the case in which the applicant is not also serving as chairperson, the Dean of Academic Affairs shall obtain the department chairperson's recommendation regarding the sabbatical proposal and his/her evaluation of the effect of the sabbatical upon the department.

4. The Dean of Academic Affairs shall also obtain the recommendation of the Faculty Development Committee regarding all requests for sabbaticals.
 5. The President shall review the recommendations forwarded to him/her by the Dean of Academic Affairs and base his/her decision upon the merits of the individual applications, the needs of the department and the College as a whole. Individual awards will not be judged on the basis of the cost of specific proposals. However, due to budget constraints, it may not be possible to fund replacements and/or support for all of the eligible applications. Those persons whose sabbatical requests are denied for justifiable economic cause, but are meritorious, shall have their names placed on an eligibility list prepared by the Dean of Academic Affairs with a copy provided to the faculty at the conclusion of each academic year. Such persons shall be given first consideration in succeeding years.
 6. The President shall inform all parties in writing as to his/her recommendation to the Board of Trustees and the reasons for the recommendation as soon as possible thereafter, but no later than April 1.
 7. These time limits and dates may be waived in cases where such matters as fellowship grants may not be finalized.
- C. The sabbatical leave, at the faculty member's option, shall be for one (1) semester at full salary or for a full academic year at one-half the individual's then current salary, provided that the faculty member does not during the period of his/her sabbatical receive remuneration in the form of income or payments from another institution or business.
1. Remuneration shall include living stipends or income from full time employment during the sabbatical period but shall not include project expenses or extra living expenses incurred because of relocation.
 2. It is understood that if the faculty member does receive other remuneration as above defined which when combined with the remuneration received from the College would exceed the faculty member's full base pay had he/she remained on campus, the College shall reserve the right to reduce its share of payments by the difference.

The Dean of Academic Affairs may, at his or her discretion, waive the College's right to any such reductions where he determines that the particular project in which the faculty member is engaged is such that will benefit the College.
 3. Where a Chairperson is on sabbatical leave for less than the full academic year, the amount of the applicable stipend shall be allocated on a pro-rated basis between the Chairperson and the member who serves as acting Chairperson during the period of such sabbatical leave.

4. Each faculty member granted a sabbatical will be required to file a sabbatical progress report to the Academic Affairs Office upon the completion of the sabbatical leave.
- D. It is understood that while on sabbatical leave, a faculty member will not normally serve as department chairperson or exercise other functions connected with College service or governance.
- E. Following completion of the sabbatical leave, a faculty member has an obligation to return to employment at Adrian College for a period of one (1) academic year unless waived by the President in his/her discretion. If the faculty member fails to work one (1) full academic year after a return from a sabbatical leave, they are then obligated to repay all compensation and benefits received during their sabbatical.

ARTICLE XX ACADEMIC FREEDOM

- A. The faculty member shall be entitled to freedom in the classroom in discussing his or her discipline; to freedom in research; and to freedom in publishing the results thereof.
- B. In the classroom the faculty member has a responsibility to treat controversial matters fairly and carefully and to encourage students to express freely their own, possibly differing, opinions.
- C. In the community, as a person of learning, the faculty member has a special obligation to endeavor to be accurate at all times and to show respect for the opinions of others. A faculty member shall not represent that he or she speaks for the College unless authorized to do so.
- D. The College shall establish no arbitrary deadlines which interfere with the appropriate conduct of a class by the faculty member. Deadlines for filing grades shall be developed to take into consideration the appropriate academic choices which may be made by faculty members.

ARTICLE XXI REPRESENTATION AND PROFESSIONAL CONDUCT

- A. The College and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process, thereby reflecting favorably upon the College. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include, but are not limited to: abuses of sick leave and other leaves; tardiness; willful deficiencies in professional conduct and/or performance; violation of published College policies (including, but not limited to the College's Policy on Student/Faculty and Staff Relationships of February 1995 and the Policy on Discrimination and Discriminatory Harassment of June 1990), regulations and

administrative directions not inconsistent with the terms of this Agreement; and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending faculty member.

- B. No faculty members, including librarians, shall be disciplined without just cause.
- C. Disciplinary action shall be defined as any oral/written warning; oral/written reprimand; disciplinary probation; suspension with or without pay; and discharge.
- D. The College agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand, suspension with or without pay, with discharge as a final and last resort. It is understood that the College may take any disciplinary action appropriate to the particular circumstances and, therefore, such discipline might begin at an intermediate level or higher.
- E. A faculty member shall be entitled to have a representative of the Association present at any meeting involving discipline. Before such disciplinary meeting, the faculty member shall be advised of the nature of the pending meeting.
- F. Whenever the result of a complaint against a faculty member, a reprimand, or disciplinary action is reduced to writing and placed in the personnel file, a copy shall be given to the faculty member within three (3) work days. The faculty member shall be given the opportunity to file a written response within ten (10) work days. Any said complaint not called to the attention of the faculty member may not be used as the basis for any disciplinary action against the faculty member.

ARTICLE XXII SALARY AND FRINGE BENEFITS

- A. The salaries to be accorded members of the bargaining unit shall be as specified in Exhibit A.
 - 1. Location on the salary schedule for faculty, half-time faculty and librarians:
 - a) At the time of initial appointment, a faculty member or librarian will be located on the appropriate step of the salary schedule according to the factors stated in Article V or VI.
 - b) Subsequently, the faculty member's or librarian's location on the salary schedule will be governed by years of teaching experience at Adrian and the rank of his or her appointment.
 - c) With regard to the salary of a faculty member who holds an administrative appointment and then moves to or returns to a full time faculty status, he or she shall receive salary credit on the faculty salary scale for the year(s) spent in administrative service.

d) Other part time teaching and graduate assistant or teaching assistant experience shall not be credited. Teaching for less than a full semester shall not be counted. If a person shall teach at least a full semester or its equivalent, it shall be rounded to the nearest whole step. In determining years at Adrian College, time spent by a faculty member while on a sabbatical will be counted.

e) The 1998-99, 1999-2000 and 2000-2001 Salary Schedules respectively are to be found in Exhibit A.

2. The following additional stipends will be added to the faculty member's salary as determined by the schedule.

a) An annual stipend of \$700 to \$3300 for department chairpersons, as specified in Article XVIII.

b) Extra duty stipends ranging from \$700 to \$2400 for special services to the College, among them direction of the theatre, advising the College World and Mound, and directing the program of the College radio/television station.

3. Endowed Faculty Chairs

a) The administration reserves the right to create endowed faculty chairs from gifts or other resources.

b) Any such position will be filled by a person of distinction in his/her field.

c) An individual selected to fill an endowed faculty chair will receive a special contract which may contain provisions differing from the Agreement in areas such as salary, benefits, workload, and tenure.

d) The individual's employment will, however, be governed by Agreement provisions outside those exceptions specifically stated in his or her special contract.

B. Fringe benefits accorded to full time faculty members (pro-rated for regular and temporary half-time faculty members excluding those benefits not available to half-time faculty, i.e., life and disability benefits and dependent health insurance) shall be as follows:

1. Collective Life Insurance – decreasing term life insurance equivalent to the schedule in Exhibit D.

2. TIAA/CREF Retirement Annuity.

The College will contribute 2% for each 1% contribution by the faculty member up to a maximum of a 10% contribution by the College for each faculty member.

3. Total disability benefits for employees having at least one (1) full year of seniority. Such benefits shall be payable after six (6) months of disability subject to the terms and conditions of the plan which is on file and open for inspection in the Business Office.

4. The College will provide Comprehensive Medical Coverage. In addition to the current health care plan, the College will provide optional health care coverage through a Preferred Provider Organization (PPO).

a) Under the current plan covered services will remain unchanged from the current level with the following exceptions:

1. All coverage, other than prescriptions, will be subject to a 20% co-pay on the first \$1,500 of annual claims by an employee and his or her dependents. This, coupled with the deductible, would mean an individual would be responsible for a maximum of \$400 in any one year, while the maximum for an employee with family coverage would be \$500. (The deductible remains unchanged: \$100 annually for an individual and \$200 annually for family coverage.)
2. Employees who choose not to participate in any Adrian College health care plan will receive a \$400 contribution to their TIAA Supplemental Retirement Annuity account or their flex spending accounts.

b) The PPO coverage will also have a maximum co-pay plus deductible of \$400 for individuals and \$500 for family "in-network" coverage. The non-participating contribution shall also be \$400.

c) Drug plan co-payments will be \$5 per prescription for both plans.

d) Summary Plan Descriptions for both health care options are available for review and inspection in the Business Office.

e) Newly hired faculty members will be eligible for health insurance as of the first day of required work (normally new faculty orientation) as stipulated in their hiring agreement.

5. The College will waive tuition for the spouse and/or children of each member during his/her employment. Such waiver shall be applicable during any approved leave of absence, subject to the same kind of repayment conditions provided in Article XVII, Paragraph A. 9. The details and conditions of this benefit, along with post-employment tuition waiver benefits are described in Exhibit B, which is considered to be an integral part of this Agreement.
6. The College will reimburse each faculty member, including librarians, the cost of attendance at an academic meeting of the faculty member's choice and will allocate funds for the purchase of appropriate journals/ subscriptions and membership in academic organizations each year. The total of the foregoing allocation shall be up to \$500 per year.
7. Individuals who perform certain extra duties on a continuing basis will be assigned either a reduced teaching load or appropriate and equitable additional compensation. Additional compensation amounts will be proposed by the College to the Association. If the Association determines that, in its opinion, the proposed compensation is, in particular cases, inequitable, the matter will be opened to negotiations.
8. Pre-Tax Benefit Deductions

Full and regular half-time faculty members may elect a pre-tax payroll deduction of up to \$5,000 per year for the purpose of establishing a benefit reimbursement account. Monies set aside in such an account may be used for any qualified medical expense, including the reimbursement of health care deductibles or co-pays, or reimbursement for dental or optical expenses. Additionally, an account may *also* be established for the reimbursement of qualifying dependent care expenses.

Participants must declare the amount to be set aside for each type of account (medical or dependent care) prior to September 1 of each year. The employee's pre-tax payroll will be reduced in equal deductions in each of the pay periods from September 1 through August 31 (26 or 27 pays). Once the type and amount of participation is declared, changes may not be made during the plan year except under those special circumstances described in the Summary Plan Description.

Receipts for claimed reimbursements must be submitted to the College Business Office prior to October 1 of each year. The Internal Revenue Service requires that any excess contributions to either type of plan remaining at the end of the plan year must be forfeited.

- C. A Faculty Development Fund, including a minimum of \$10,000 per year, shall be administered by the Dean for Academic Affairs in accordance with guidelines and procedures jointly developed by the College and the Association.

ARTICLE XXIII
NO STRIKE

The Association agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against Adrian College by any employee or group of employees whether within or without the bargaining unit.

ARTICLE XXIV
HALF-TIME (or greater) FACULTY MEMBERS

A. Workload

1. Half-time (or greater) faculty members shall carry half or more of the full time faculty teaching load (or its equivalent, taking into account courses released for other college duties), academic assembly and collegium membership, and a proportional amount of other faculty duties: student advising, committee work, and departmental duties.
2. Subject to the approval of the Dean of Academic Affairs and the department chairperson, a half-time (or greater) faculty member may, under unusual circumstances, volunteer to assume additional responsibilities (either within or without the department) beyond those assigned as his or her normal load within the department. Half-time (or greater) faculty members teaching additional courses shall be remunerated according to the part time salary schedule.

B. Employment

1. Employment as half-time (or greater) faculty members shall be at the discretion of the administration, in consultation with the academic department in which the individual shall serve. Such status shall be designated in the individual's contract of employment.
2. Half-time (or greater) faculty members shall have the right to apply for any vacant full time faculty position which has been declared open and for which they are qualified.

C. Rank and Promotion

1. Half-time (or greater) faculty members shall be hired at the same rank as full time faculty members with the equivalent degree and experience.
2. A regular half-time (or greater) faculty member shall be considered for promotion in accordance with the same schedule and conditions stated in Articles V and VII for full time faculty members.

3. If a half-time (or greater) faculty member becomes full time, he or she shall continue in rank.

D. Tenure

Half-time faculty members are not eligible for tenure. If a half-time faculty member becomes full time, experience as a half-time (or greater) faculty member shall be prorated to the equivalent number of full time years for purposes of being granted tenure. Regardless of the length of half-time experience, the faculty member would have to teach a minimum of one year at full time before being considered for tenure.

E. Sabbaticals and Leaves of Absence

Regular half-time (or greater) faculty members shall be eligible for sabbaticals and leaves of absence on the same basis as full time faculty with the exception of the requirement for tenure. A year of half-time (or greater) teaching experience shall equate to a year of full time service for purposes of this Article. Salary for sabbaticals shall be proportional to that for full time faculty.

F. Rights of Notification

Regular half-time faculty members shall have the same right to notification of termination, non-renewal, and layoff as do probationary employees, as specified in Articles X and XI.

ARTICLE XXV GRANTS AND FELLOWSHIPS

The College encourages faculty consistent with the satisfactory performance of their responsibilities under Article XII, to seek outside grants, fellowships and other comparable awards as a means of promoting scholarship, research, publishing, teaching, and otherwise enhancing the reputation and prestige of the faculty and the College.

- A. In cases where a faculty member continues to fulfill all such responsibilities to Adrian College, then the award of a grant or fellowship will be in addition to regular compensation; for example, a summer grant or publisher's advance for writing a book.
- B. When a faculty member is awarded a college administered grant or fellowship which provides for a remuneration from the College in excess of the amount specified on the salary schedule for that faculty member, the excess remuneration must be approved by ACAP before it may be awarded to the faculty member.
- C. When a faculty member is awarded a grant or fellowship which requires a reduction in workload, the faculty member's salary will be reduced by a proportional amount; for example, a Fulbright scholar who teaches in New Zealand for one semester would receive one-half of his/her yearly salary.

ARTICLE XXVI
CALENDAR

The calendar for the 1998-1999 through 2001-2002 academic years is detailed in Exhibit C of this agreement. Each September, the Vice President and dean for Academic Affairs and one or more ACAP representatives will meet to set the calendar for the school year that starts four years later. For instance, in September 1998, they will develop the calendar for 2002-2003. The calendar must be ratified by ACAP and by the President's Staff. It is also understood that the College shall be free to discontinue summer school or May term or both.

ARTICLE XXVII
DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of September, 1998, and shall continue in effect for the three (3) year term of this agreement until the 31st day of August, 2001.

This agreement shall not be altered or amended except upon written mutual consent of the parties hereto.

ADRIAN COLLEGE ASSOCIATION OF
PROFESSORS

BY *Roger J. Fischer*
Its President

and

BY *Phyllis*
Its Secretary

BOARD OF TRUSTEES OF ADRIAN
COLLEGE

BY *Robert J. Strong*
Its Chairman

and

BY *Carl J. [unclear]*
Its Secretary

EXHIBIT A - SALARY SCHEDULE '98-99

INST	ASSIST w/o term	ASSIST w/ term	ASSOC w/o term	ASSOC w/ term	PROF w/o term	PROF w/ term	
0	28,040	31,100	32,450	33,450	34,900	36,430	37,990
1	28,660	31,720	33,070	34,070	35,520	37,050	38,610
2	29,280	32,340	33,690	34,690	36,150	37,670	39,230
3	29,900	32,960	34,310	35,320	36,770	38,290	39,850
4	30,520	33,580	34,930	35,940	37,390	38,920	40,470
5	31,150	34,210	35,560	36,560	38,010	39,540	41,100
6	31,770	34,830	36,180	37,180	38,640	40,160	41,720
7	32,390	35,450	36,800	37,810	39,260	40,780	42,340
8	33,010	36,070	37,420	38,430	39,880	41,410	42,960
9	33,640	36,700	38,050	39,050	40,500	42,030	43,590
10	34,260	37,320	38,670	39,670	41,130	42,650	44,210
11	34,880	37,940	39,290	40,300	41,750	43,270	44,830
12	35,500	38,560	39,910	40,920	42,370	43,900	45,450
13	36,130	39,190	40,540	41,540	42,990	44,520	46,080
14	36,750	39,810	41,160	42,160	43,620	45,140	46,700
15	37,370	40,430	41,780	42,790	44,240	45,760	47,320
16	37,990	41,050	42,400	43,410	44,860	46,390	47,940
17	38,620	41,680	43,030	44,030	45,480	47,010	48,570
18	39,240	42,300	43,650	44,650	46,110	47,630	49,190
19	39,860	42,920	44,270	45,280	46,730	48,250	49,810
20	40,480	43,540	44,890	45,900	47,350	48,880	50,430
21	41,110	44,170	45,520	46,520	47,970	49,500	51,060
22	41,270	44,350	45,700	46,730	48,180	49,790	51,350
23	41,440	44,540	45,890	46,940	48,390	50,080	51,640
24	41,600	44,730	46,080	47,140	48,600	50,370	51,930
25	41,770	44,910	46,260	47,350	48,800	50,660	52,220
26	41,940	45,100	46,450	47,560	49,010	50,950	52,510
27	42,100	45,290	46,640	47,770	49,220	51,240	52,800
28	42,270	45,470	46,820	47,970	49,430	51,530	53,090
29	42,430	45,660	47,010	48,180	49,630	51,820	53,380
30	42,600	45,850	47,200	48,390	49,840	52,110	53,670
31	42,770	46,030	47,380	48,600	50,050	52,400	53,960
32	42,930	46,220	47,570	48,800	50,260	52,690	54,250
33	43,100	46,410	47,760	49,010	50,460	52,990	54,540
34	43,260	46,590	47,940	49,220	50,670	53,280	54,830
35	43,430	46,780	48,130	49,430	50,880	53,570	55,120
36	43,600	46,970	48,320	49,630	51,090	53,860	55,410
37	43,600	46,970	48,320	49,630	51,090	53,860	55,410
38	43,600	46,970	48,320	49,630	51,090	53,860	55,410
39	43,600	46,970	48,320	49,630	51,090	53,860	55,410
40	43,600	46,970	48,320	49,630	51,090	53,860	55,410

EXHIBIT A - SALARY SCHEDULE '99-00

INST	ASSIST w/o term	ASSIST w/ term	ASSOC w/o term	ASSOC w/ term	PROF w/o term	PROF w/ term
-------------	----------------------------	---------------------------	---------------------------	--------------------------	--------------------------	-------------------------

0	28,650	31,850	33,260	34,300	35,820	37,420	39,050
1	29,300	32,500	33,910	34,955	36,471	38,069	39,700
2	29,950	33,150	34,560	35,600	37,120	38,720	40,350
3	30,600	33,800	35,210	36,250	37,780	39,370	41,000
4	31,250	34,440	35,850	36,910	38,420	40,010	41,640
5	31,890	35,090	36,500	37,560	39,070	40,670	42,290
6	32,550	35,750	37,160	38,210	39,720	41,320	42,950
7	33,200	36,400	37,810	38,850	40,380	41,970	43,600
8	33,850	37,050	38,460	39,510	41,030	42,620	44,250
9	34,500	37,690	39,100	40,160	41,670	43,270	44,890
10	35,150	38,350	39,760	40,810	42,320	43,920	45,550
11	35,800	39,000	40,410	41,460	42,980	44,570	46,200
12	36,450	39,650	41,060	42,110	43,630	45,220	46,850
13	37,100	40,300	41,710	42,760	44,280	45,880	47,500
14	37,760	40,950	42,360	43,410	44,920	46,520	48,150
15	38,400	41,600	43,010	44,060	45,580	47,170	48,800
16	39,050	42,250	43,660	44,720	46,230	47,820	49,450
17	39,700	42,900	44,310	45,360	46,880	48,480	50,100
18	40,360	43,560	44,970	46,010	47,530	49,130	50,760
19	41,010	44,200	45,610	46,660	48,180	49,770	51,400
20	41,650	44,850	46,260	47,320	48,830	50,420	52,050
21	42,300	45,500	46,910	47,970	49,480	51,080	52,700
22	42,960	46,160	47,570	48,610	50,130	51,730	53,360
23	43,130	46,350	47,760	48,830	50,350	52,030	53,660
24	43,300	46,540	47,960	49,050	50,570	52,330	53,960
25	43,470	46,740	48,150	49,260	50,790	52,640	54,270
26	43,650	46,930	48,340	49,480	51,000	52,940	54,570
27	43,830	47,130	48,540	49,700	51,220	53,240	54,870
28	43,990	47,330	48,740	49,920	51,430	53,550	55,180
29	44,170	47,520	48,930	50,130	51,650	53,850	55,480
30	44,340	47,710	49,130	50,350	51,860	54,150	55,780
31	44,520	47,910	49,320	50,570	52,080	54,450	56,090
32	44,690	48,100	49,510	50,790	52,300	54,760	56,390
33	44,860	48,300	49,710	51,000	52,520	55,060	56,690
34	45,040	48,500	49,910	51,220	52,730	55,370	56,990
35	45,210	48,690	50,100	51,430	52,950	55,680	57,300
36	45,380	48,890	50,300	51,650	53,170	55,980	57,600
37	45,560	49,080	50,490	51,860	53,390	56,280	57,900
38	45,560	49,080	50,490	51,860	53,390	56,280	57,900
39	45,560	49,080	50,490	51,860	53,390	56,280	57,900
40	45,560	49,080	50,490	51,860	53,390	56,280	57,900

EXHIBIT A - SALARY SCHEDULE '00-01

	ASSIST w/o term	ASSIST w/ term	ASSOC w/o term	ASSOC w/ term	PROF w/o term	PROF w/ term	
0	29,330	32,680	34,160	35,250	36,840	38,520	40,220
1	30,010	33,360	34,840	35,930	37,520	39,200	40,900
2	30,690	34,040	35,520	36,620	38,200	39,880	41,590
3	31,370	34,720	36,200	37,290	38,880	40,560	42,270
4	32,050	35,410	36,880	37,970	39,570	41,240	42,950
5	32,730	36,080	37,550	38,660	40,240	41,910	43,620
6	33,400	36,760	38,230	39,340	40,930	42,600	44,300
7	34,100	37,450	38,930	40,020	41,610	43,280	44,990
8	34,780	38,130	39,610	40,700	42,300	43,960	45,670
9	35,460	38,810	40,290	41,390	42,980	44,640	46,350
10	36,140	39,480	40,960	42,070	43,650	45,330	47,020
11	36,820	40,170	41,650	42,750	44,330	46,010	47,710
12	37,500	40,850	42,330	43,430	45,020	46,690	48,390
13	38,180	41,530	43,010	44,110	45,700	47,370	49,080
14	38,860	42,210	43,690	44,790	46,380	48,060	49,760
15	39,550	42,900	44,370	45,470	47,050	48,730	50,440
16	40,220	43,580	45,050	46,150	47,750	49,410	51,120
17	40,900	44,260	45,730	46,840	48,430	50,090	51,800
18	41,590	44,940	46,410	47,510	49,110	50,780	52,480
19	42,280	45,630	47,110	48,200	49,790	51,460	53,170
20	42,960	46,300	47,780	48,880	50,470	52,130	53,840
21	43,630	46,980	48,460	49,570	51,150	52,810	54,520
22	44,310	47,660	49,140	50,250	51,830	53,510	55,200
23	45,000	48,350	49,830	50,920	52,510	54,190	55,890
24	45,180	48,550	50,030	51,150	52,740	54,500	56,210
25	45,360	48,750	50,240	51,380	52,970	54,820	56,520
26	45,530	48,960	50,440	51,600	53,200	55,140	56,850
27	45,720	49,160	50,640	51,830	53,420	55,450	57,160
28	45,910	49,370	50,850	52,060	53,650	55,770	57,480
29	46,080	49,580	51,060	52,290	53,870	56,090	57,800
30	46,270	49,780	51,250	52,510	54,100	56,410	58,120
31	46,450	49,980	51,460	52,740	54,320	56,720	58,430
32	46,630	50,190	51,660	52,970	54,550	57,040	58,750
33	46,810	50,380	51,860	53,200	54,780	57,360	59,070
34	46,990	50,590	52,070	53,420	55,010	57,680	59,380
35	47,180	50,800	52,280	53,650	55,230	58,000	59,700
36	47,360	51,000	52,480	53,870	55,470	58,320	60,020
37	47,540	51,210	52,690	54,100	55,700	58,640	60,340
38	47,720	51,410	52,890	54,320	55,930	58,950	60,650
39	47,720	51,410	52,890	54,320	55,930	58,950	60,650
40	47,720	51,410	52,890	54,320	55,930	58,950	60,650

EXHIBIT B - TUITION WAIVER BENEFIT

The College offers tuition waiver benefits to all of its regular, full-time employees. Pro-rated benefits are offered to half-time employees. The College also participates in a tuition exchange program with a variety of other colleges.

A waiver of tuition applies to employees, their current spouses and their dependent children (and non-dependent children for faculty). It allows for the waiver of tuition for courses taken at Adrian College. Individuals taking advantage of the tuition waiver benefit must meet the normal standards for admission to the College, must make satisfactory academic progress and must meet all other qualifications and requirements for enrollment. The use of the tuition waiver benefit does not entitle the employee, their spouse or dependents to any special exemption to the College's academic or disciplinary policies. Employees exercising their tuition waiver benefits must notify the Business Office prior to the semester in which the course or courses are taken.

Tuition exchange may also be available to employees, their current spouses and dependent children. Tuition exchange allows for the waiver of tuition at other participating institutions where Adrian has accumulated credits. Employees wishing to participate in the tuition exchange program should contact the Financial Aid Office.

A special agreement for tuition exchange has been made with Siena Heights University. The tuition exchange agreement with Siena Heights applies only to the regular spring and fall semesters and is available only to regular employees. The program also limits the participant to a maximum of three hours in any semester. Individuals wishing to participate in the Siena Heights exchange should contact the Adrian College Registrar's Office for the program details.

Tuition waivers and tuition exchange for students attending Adrian apply only for regular college courses offered on Adrian's campus. The benefit does not cover foreign study or other off-campus programs. Furthermore, the programs are for tuition only and do not cover any other costs, including but not limited to room, board, books, insurance, dues or special course or laboratory fees.

All persons applying for these benefits must also apply for all state and/or federal aid for which they may be eligible.

Tuition waiver benefits generally apply only to current employees of the College and their spouses and dependent children. However, under some circumstances benefits will be extended beyond the duration of employment:

- a) Recipients of the waiver benefit, where the associated employee ceases to be employed by the College on or after the first day of classes in a semester, will continue to receive the benefit through the remainder of the semester in which the employment ceases. This continuation of the benefit applies regardless of the reason for the termination of employment.
- b) Tuition waiver benefits will be extended to otherwise eligible employees when the employee is terminated due to retirement or the death of the employee, provided that the former employee had at least seven total years of service at Adrian College. These extended waiver benefits are subject to the same pro-rated adjustment that would have been applied if the employee was still working at the College.

When tuition benefits are extended as described in the preceding paragraph, the waiver will apply only to the former employee, their current spouse, their widow or widower until such time as their widow(er) may remarry, and any dependent children of the former employee who were dependents, as defined by the IRS, on the day immediately preceding the employee's last day of regular employment. Children of the former employee are covered by the extended waiver benefit only until the time that they reach their 25th birthday, regardless of their dependent status.

EXHIBIT C – CALENDAR

		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>
Fall Term								
Classes begin	W	26-Aug	M	30-Aug	M	28-Aug	M	27-Aug
Labor Day - no classes	M	7-Sep	M	6-Sep	M	4-Sep	M	3-Sep
Midterm Break begins - 5 pm	F	9-Oct	F	8-Oct	F	13-Oct	F	5-Oct
Classes resume	W	14-Oct	W	13-Oct	W	18-Oct	W	10-Oct
Midterm grades due - noon	W	14-Oct	W	13-Oct	W	18-Oct	W	10-Oct
Advising begins	M	2-Nov	M	1-Nov	M	30-Oct	M	29-Oct
Advising ends	F	13-Nov	F	12-Nov	F	10-Nov	F	9-Nov
Thanksgiving Break begins - 5 pm	Tu	24-Nov	Tu	23-Nov	Tu	28-Nov	Tu	20-Nov
Classes resume	M	30-Nov	M	29-Nov	M	4-Dec	M	26-Nov
Final examinations begin	Th	10-Dec	M	13-Dec	M	11-Dec	M	10-Dec
Final examinations end	W	16-Dec	F	17-Dec	F	15-Dec	F	14-Dec
Fall grades due - noon	M	21-Dec	Tu	21-Dec	Tu	19-Dec	Tu	18-Dec
		<u>1999</u>		<u>2000</u>		<u>2001</u>		<u>2002</u>
Spring Term								
Classes begin	M	11-Jan	M	10-Jan	M	8-Jan	M	7-Jan
Martin Luther King Jr. Day - no classes	M	18-Jan	M	17-Jan	M	15-Jan	M	14-Jan
Spring Break begins - 5 pm	F	26-Feb	F	25-Feb	F	23-Feb	F	22-Feb
Classes resume	M	8-Mar	M	6-Mar	M	5-Mar	M	4-Mar
Midterm grades due - noon	M	8-Mar	M	6-Mar	M	5-Mar	M	4-Mar
Advising begins	M	29-Mar	M	27-Mar	M	26-Mar	M	25-Mar
Good Friday - no classes	F	2-Apr	F	21-Apr	F	13-Apr	F	29-Mar
Advising ends	F	9-Apr	F	7-Apr	F	6-Apr	F	5-Apr
Final examinations begin	M	26-Apr	M	24-Apr	M	23-Apr	M	22-Apr
Final examinations end	F	30-Apr	F	28-Apr	F	27-Apr	F	26-Apr
Commencement	Su	2-May	Su	30-Apr	Su	29-Apr	Su	28-Apr
Spring Term grades due - noon	Th	6-May	Th	4-May	Th	3-May	Th	2-May
May Term								
Classes begin	W	5-May	W	3-May	W	2-May	W	1-May
Spring grades due - noon	Th	6-May	Th	4-May	Th	3-May	Th	2-May
Memorial Day - no classes	M	31-May	M	29-May	M	28-May	M	27-May
Last day of classes	W	2-Jun	W	31-May	W	30-May	W	29-May
May grades due - noon	F	4-Jun	F	2-Jun	F	1-Jun	F	31-May
Summer Term								
Classes begin	W	16-Jun	Tu	13-Jun	Tu	12-Jun	Tu	11-Jun
Fourth of July - no classes	Su	4-Jul	Tu	4-Jul	W	4-Jul	Th	4-Jul
Last day to withdraw	Tu	6-Jul	W	5-Jul	Tu	3-Jul	Tu	2-Jul
Last day of classes	Tu	27-Jul	W	26-Jul	W	25-Jul	W	24-Jul
Summer grades due - noon	F	30-Jul	F	28-Jul	F	27-Jul	F	26-Jul

EXHIBIT D
DECREASING TERM LIFE INSURANCE BENEFITS

<u>Age *</u>	Guaranteed Death <u>Benefit</u>	**Total '98 Benefit <u>w/Dividend</u>
30	\$8,170	\$11,030
31	\$7,960	\$10,750
32	\$7,700	\$10,400
33	\$7,390	\$ 9,980
34	\$7,060	\$ 9,530
35	\$6,700	\$ 9,050
36	\$6,300	\$ 8,510
37	\$5,880	\$ 7,940
38	\$5,460	\$ 7,370
39	\$5,050	\$ 6,820
40	\$4,650	\$ 6,280
41	\$4,280	\$ 5,780
42	\$3,940	\$ 5,320
43	\$3,640	\$ 4,910
44	\$3,360	\$ 4,540
45	\$3,110	\$ 4,200
46	\$2,880	\$ 3,890
47	\$2,680	\$ 3,620
48	\$2,480	\$ 3,350
49	\$2,300	\$ 3,110
50	\$2,060	\$ 2,780
51	\$1,910	\$ 2,580
52	\$1,750	\$ 2,360
53	\$1,610	\$ 2,170
54	\$1,470	\$ 1,980
55	\$1,350	\$ 1,820
56	\$1,240	\$ 1,670
57	\$1,150	\$ 1,550
58	\$1,060	\$ 1,430
59	\$980	\$ 1,320
60	\$820	\$ 1,110
61	\$750	\$ 1,010
62	\$690	\$ 930
63	\$630	\$ 850
64	\$570	\$ 770
65	\$520	\$ 700
66	\$480	\$ 650
67	\$440	\$ 590
68	\$400	\$ 540
69	\$370	\$ 500

* Age is defined as your age on your birthday nearest the last anniversary of the Date of Issue of the policy.

** Total benefit may be higher as a result of additional annual dividend payments that this policy earns.

