

LETTER OF AGREEMENT

Whereas, the FFA and Employer have been discussing a uniform method for selecting department chairs, and

Whereas, the parties have reached agreement on a trial method, and

Whereas, the parties desire to reduce the agreement to writing,

THE PARTIES AGREE AS FOLLOWS:

A. The Department Chair Position

1. A department chair, as distinguished from a department head, shall be a member of the bargaining unit. A majority vote of members in an affected college/school is required for the creation of departmental chairs.
2. The department chair is a tenured member who manages the activities of the department, subject to the approval of the Dean. The chair is responsible to the Dean for the development of department plans, guidelines and internal office operation; directs the department's administrative organization and may delegate authority and assign responsibility in accordance with departmental policies and procedures; and represents the academic discipline both on and off campus either personally or by designation of department representatives.
3. The department chair is responsible for recommending to the Dean such matters as personnel evaluation and discipline, curricular changes, course offerings, teaching assignments, the department budget and other related responsibilities.
4. The department chair shall follow department policy and procedures and involve members in the decision-making process regarding matters of departmental concern. The department chair shall provide not less than thirty (30) calendar days for department member input before the following:
 - a. Forwarding a new course or curriculum to the Dean or next level of course/curricular review;
 - b. Forwarding a revision of an existing course or curriculum to the Dean or next level of course/curricular review;
 - c. Submission of the department's course schedule and proposed teaching assignments to the Dean;
 - d. Submission of the annual department budget request or any other matters which the department chair and the members agree to consider.

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5. If the department chair must take action in less than thirty (30) days or learns of the need to take action such that it is impracticable to provide thirty (30) days written notice, the chair shall provide the opportunity for input as soon as reasonably practicable. Failure to provide such opportunity shall not be the basis for either delay of such action or for overturning such action. When less than thirty (30) days written notice is given, the member may respond directly to the Dean and/or Provost and Vice President for Academic Affairs.
6. Any referendum or vote on department matters used to determine the view of the majority of the members of a department shall be limited to the members of that department.
7. In the event a rotation list needs to be established, the initial rotation shall be based on the seniority of the affected members. A new member is added to the bottom of the rotation list as it exists on the first day the member reports for work as a bargaining unit member.
8. In all phases of department affairs, the chair should be sensitive and responsive to the sentiment of the majority of the members of the department.

B. Selection and Removal

1. A committee composed preferably of a minimum of three tenured members from among the members of the department, selected in accordance with departmental policy and procedures shall designate the tenured individual or individuals who is/are acceptable to the department to serve in the position of department chair. This list shall be sent to the Provost and Vice President for Academic Affairs or designee to formalize a single mutually agreed upon ballot from the list generated by the department committee. If a deletion occurs for an individual, and upon request, the Provost and Vice President for Academic Affairs or designee shall communicate the reason(s) for the deletion to the candidate and to the President of the Ferris Faculty Association. Such reason(s) shall not be reviewable through the grievance and arbitration procedure under this Agreement unless a violation of Section 2.11 is alleged. The chair shall be elected by a majority the voting members from within the department by a secret ballot vote. Except as provided in paragraph b, below, this procedure shall apply with respect to the appointment of an interim or acting department chair. In the event that a single candidate does not receive a majority vote, the process above will be repeated and a vote shall be held within 30 days.
2. In the event there can be no agreement as to a mutually acceptable candidate for the position of department chair, the Provost and Vice President for Academic Affairs or designee may implement one or more of the following options.
 - a. Option One: appoint an interim chair from among the tenured members of the department for a period not to exceed twelve (12) months provided this appointee shall not be an individual who received support from less than 40 percent of the members of the department in the most recent election. In the event that a suitable interim chair cannot be found from among the tenured members of the department, the Vice President for Academic Affairs and Provost

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may, with the consultation of the department members, appoint an interim chair from among the tenured members of the university for a period not to exceed twelve (12) months.

- b. Option Two: upon a request from the majority of the members of the department or at the initiation of the Provost and Vice President for Academic Affairs and following consultation with the members of the department, the Provost and Vice President for Academic Affairs may direct the members of the department to conduct external search.
3. After the initial election, a department chair election shall be conducted every three (3) years. The election shall be concluded no later than April 15. A newly elected department chair shall take office August 1 of the year in which elected. An outgoing department chair shall continue to receive their stipend until the end of the summer session. Incoming department chair may petition the Provost and Vice President for Academic Affairs or designee for a Summer Transition Stipend. Should a vacancy occur during the term of office, a special election must be held under the terms described above with the newly elected chair serving until the next regularly scheduled round of departmental elections.
 4. Where there is mutual agreement between the chair and the Provost and Vice President for Academic Affairs or designee as to the need for one or more assistant department chairs, such an assistant(s) shall be appointed by the chair so long as the proposed appointee receive the approval of the majority of the members of the department and the approval of the Provost and Vice President for Academic Affairs or designee. In the event a new chair is selected for the department, the term of an assistant chair shall also terminate.
 5. The Provost and Vice President for Academic Affairs may remove the chair from office. Also, a majority of the members of a department may request that the Provost and Vice President for Academic Affairs remove the department chair. The request from the majority of members must be in writing, must be signed by those members making the request, and must contain a statement of the reasons for the request. Given such a request, the Provost and Vice President for Academic Affairs may, at his/her discretion, take such action. The removal of a chair from office by the Provost and Vice President for Academic Affairs shall not be reviewable through the grievance and arbitration procedure under this Agreement unless a violation of Section 2.11 is alleged. Following the removal of a chair by the Provost and Vice President for Academic Affairs, a special election must be held under the terms described above with the newly elected chair serving until the next regularly scheduled round of departmental elections.

C. Stipend

1. A member who performs the duties and responsibilities of a department chair in accordance with this Section, shall receive a payment in accordance with the following schedule:

Stipend

2. The minimum stipend for a department chair shall be 135% of the annual nine month salary of a member plus \$5000 or the 12 month annual salary of a member plus \$5000. At the discretion of Provost and Vice President for Academic Affairs, additional annual stipend amounts may be awarded in recognition of salary variations based upon academic discipline. All stipends are in addition to and do not become part of the member's base salary.
3. A member who performs the duties of assistant department chair shall choose to either receive a stipend equal to a three credit overload for each semester/session in which the duties are performed, or receive a three credit reduction in workload for each semester/session in which the duties are performed; all without the ability to receive additional overload pay.

D. Workload Release Equivalents

A department chair shall be granted minimum workload release equivalents in accordance with the following schedule for the fall and spring semester of the academic year based on the prior academic year's number of members and Full Time Equated (FTE) non-tenure track faculty in a department. In the event that a non-tenure track faculty is assigned to fulfill this workload release equivalent, the FTE proportion of this assignment by non-tenure track faculty is exempt from the provisions of Section 19 of the current collective bargaining agreement. The FTE includes the department chair and any assistant department chair release.

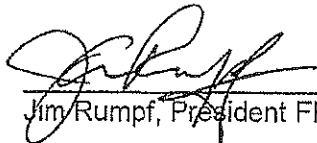
E. Department Size Workload Equivalents:

1-9 members/ FTE non-tenure track faculty: 25% minimum workload release per semester; 10-20 members/ FTE non-tenure track faculty: 50% minimum workload release per semester; 21 or more members/ FTE non-tenure track faculty: 75% minimum workload release per semester.

Workload release equivalents for a department chair beyond the above minimums may be approved by the Provost and Academic Vice President for Academic Affairs for departments with complex programmatic and/or administrative responsibilities. A chair is expected to teach at least one course a semester and is not eligible to teach during the summer session.


F. This Letter of Agreement shall expire consistent with the expiration date of the immediate successor collective bargaining agreement after June 30, 2013.

FOR THE FFA:




Jim Rumpf, President FFA

FOR THE EMPLOYER:



Fritz Erickson, Provost &
Vice President



Steve Stratton, Director
Labor Relations