

# COLLECTIVE BARGAINING CONTRACT

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By and Between  
Rhode Island  
School of Design

and  
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Rhode Island  
School of Design  
Faculty Association  
(NEARI/NEA)

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**RISD Faculty Association (NEARI/NEA)  
Full-Time Faculty Negotiating Team**

Jonathan Highfield  
Professor, Literary Arts + Studies

Jennifer Prewitt-Freilino  
Associate Professor, History, Philosophy and  
the Social Sciences

Anne Tate  
Professor, Architecture

Todd Moore  
Professor, Experimental & Foundation Studies

Ken Horii  
Professor, Experimental & Foundation Studies

Mark Pompelia,  
Visual + Material  
Resource Librarian

Peter Gingras  
Assistant Executive Director, NEARI/NEA

**RISD Administration Negotiating Team**

Donna Scally  
Director of Labor Relations

Margaret Lewis  
Director of Academic Administration

Robert Brinkerhoff  
Dean of Fine Arts

Joseph D. Whelan  
Whelan, Corrente, & Flanders, LLP

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# ARTICLES

**PREAMBLE** The Board of Trustees, hereinafter called the “Board,” and the Rhode Island School of Design Faculty Association (NEARI/NEA), hereinafter called the “Association,” enter into this agreement with the hope that its implementation will preserve the ability of Rhode Island School of Design, hereinafter called the “College” to serve its constituents.

It is recognized that the faculty has a responsibility in such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate directly to the educational process. However, the final decision in these areas rests with the Board.

**ARTICLE I Recognition**

The Board recognizes the Association as the collective bargaining representative of all full-time faculty, professional librarians and Department Heads employed by the Board at its Providence, Rhode Island location in accordance with the certification of representative issued in National Labor Relations Board Case No. 1-RC-15, 611 on May 4, 1978.

**ARTICLE II Management Rights**

All management functions and responsibilities whether or not exercised by the Board prior to the execution of this Agreement are reserved exclusively to the Board, except to the extent that the same are expressly restricted by a specific provision of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel regulations relating to the duties and responsibilities of faculty members and librarians and their working conditions which are not contrary to this Agreement.

**ARTICLE III Dues Deduction and Agency Fee**

A. It is recognized that the negotiation and administration of this Agreement entails expenses which should be appropriately shared by all faculty members and librarians who are beneficiaries of said Agreement. To this end, if a faculty member or librarian does not join the Association in accordance with its constitution and bylaws, and/or execute an authorization for dues deduction, such unit

member will, as a condition of employment by the Board, execute authorization for the deduction of a sum as certified by the Executive Secretary of the National Education Association/RI to the President of the College, on or before August 15 of each school year, which sum will be forwarded to the Association. Such sum will not exceed the annual membership fee of the RISDFA/NEARI/NEA and shall be deducted in the same manner as for a regular member.

B. The Board shall annually in September provide the Association with a list of all bargaining unit members including full-time faculty and librarians and shall promptly notify the Association of the name of any additional full-time faculty member or librarian employed during the academic year.

C. The Board shall make deductions monthly for RISDFA/NEARI/NEA dues from the wages of those who authorize this procedure, and forward same monthly to the Treasurer of the Association.

D. The Board shall inform all new full-time faculty members and librarians at the time of the commencement of their employment of the requirements of Paragraph A above and require each new full-time faculty member or librarian to sign an agency fee or dues deduction form as part of the personnel sign-in procedure. The Office of Human Resources shall require any administrator or other employee who is entering or re-entering the bargaining unit to sign the agency fee or dues deduction form at the time of transfer.

#### **ARTICLE IV Rights of the Association**

A. A member of the bargaining unit shall not engage in activities which will interfere with the proper performance of their duties, the duties of any member of the bargaining unit, or any other employee of the College. Designated representatives of the Association from the Executive Committee, the Grievance Representatives, and the State Association Representative shall have the right to conduct official bargaining unit business on the Rhode Island School of Design campus. Association activities shall not interrupt normal college operations.

B. The Association, at the request of its President, shall be permitted to use college facilities such as computers, copying machines and meeting rooms, if available, provided, however, that any cost of using these facilities will be borne by the Association. The Association shall be permitted to use faculty and librarian mailboxes.

C. Reasonable requests for factual data directly relevant to wages, hours and conditions of employment necessary to the Association in the administration of this Agreement will be honored. Requests for such data shall be made in writing by the President of the Association to the Provost through the office of Academic Affairs.

D. The library representative, as a member of the Executive Committee, will be given release time to attend Association meetings if such meetings occur during their normal working hours.

E. The Board will furnish an office for the joint use of the Association and the Part Time Faculty Association. The selection of an appropriate office space and location shall be at the discretion of the Board and shall be subject to change depending upon current college space requirements. Use of the office shall be subject to all College policies, rules and regulations pertaining to faculty and administrative offices. The Board's obligation to furnish an office shall be coextensive with and limited to the duration of the Faculty Associations obligations under Article XXII.

F. All finalists in appointment searches for full-time faculty or librarian positions shall be furnished a copy of the collective bargaining agreement which includes the names, department affiliation, and email addresses of the negotiating committee of the Association.

#### **ARTICLE V Rights of Individuals**

A. Academic Rights.

The parties to this Agreement endorse the following statement concerning academic freedom:

1. Each faculty member and librarian is entitled to full freedom in research and creative work and in the publication and exhibition of the results.

2. Each faculty member is entitled to freedom in the classroom, library, and studio in discussion of their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to the subject. The intent of the preceding sentence is not to discourage what is "controversial". Controversy is at the heart of the free academic inquiry which this statement is designed to foster. The passage serves to underscore the need for the teacher to avoid persistently introducing material which has no relation to their subject. At Rhode Island School of Design there are no limitations of academic freedom because of religious or other aims of the institution.

3. When a faculty member or librarian speaks or writes as an individual they are free from institutional censorship or discipline. Their position as a member of an institution of higher learning imposes the obligation to make clear that they are not an institutional spokesperson. Hence they should at all times be accurate, should exercise appropriate restraint and should show respect for the opinion of others.

#### B. Personal Rights.

The parties to this Agreement endorse the following statement regarding personal rights:

1. All unit members shall be free to become or not to become members of the Association. No unit member may be discriminated against by the Association or the College because of their choice to become or not to become a member of the Association.

2. As obligated by federal and state law pertaining to non-discrimination in employment, the College and its employees agree not to discriminate against any faculty or librarian applicant or employee on the basis of that person's age, race, color, national origin, religion, sex, sexual orientation, gender identity/expression, disability, veteran's status, or membership in any other protected group or to use any other unlawful criteria in considering that person's employment.

3. A faculty member is entitled to have an Association steward or representative present during an investigatory meeting that may lead to the imposition of discipline. Except when the College determines it is necessary to meet with the faculty member without delay, a meeting may be postponed for not more than a day if an Association steward or representative is not readily available.

4. No faculty member or librarian shall be disciplined without just cause.

### **ARTICLE VI Personnel Files**

#### A. Human Resources Office Files.

The Office of Human Resources shall maintain one file for each member of the collective bargaining unit. This file shall contain information relating to salaries, fringe benefits, health records, and copies of appointment letters.

#### B. Department/Division Office File.

Each Division shall maintain one file for each full-time faculty member assigned to a particular division. Each Department may maintain one file for each full-time faculty member assigned to a department. The Dean of Libraries shall maintain a file for collective bargaining unit members who work in the library. This file shall be organized in yearly folders and contain evaluation reports, copies of letters of appointments, correspondence, letters of reference and other documents pertinent to the performance of the bargaining unit member.

#### C. Academic Affairs Office File.

1. The Office of the Provost shall maintain a file for each member of the collective bargaining unit. This file shall be organized in yearly folders and contain:

- a. evaluation reports;
- b. materials in connection with any appointment, reappointment, sabbatical leave, or leave of absence and other documents pertinent to the performance of the bargaining unit member;
- c. correspondence and letters of reference;
- d. reappointment file

#### 2. CFA Process File.

Whenever a faculty member or librarian is eligible for reappointment, sabbatical leave, or promotion, a file (i.e. the dossier referred to in Article VII B.4 or the documentation referred to in

Article VIII L. 2.) will be created. When this process is complete, the entire file is returned to the Academic Affairs office files. This file shall consist of all material directly relating to the applications for reappointment, promotion or sabbatical leave of a faculty member or librarian.

The contents of the CFA process file include:

- a. material submitted by the unit member;
- b. department reports on faculty, where applicable;
- c. Dean's reports on faculty;
- d. recommendations by the Provost to the President concerning the unit member.

#### D. General Provisions.

1. A bargaining unit member may examine any one of their files during normal office hours and make notes of the contents of their file.
2. Bargaining unit members after reviewing their files may, if they wish, respond to the contents therein.
3. Anonymous material may not be included in any file.
4. Copies of the files' contents will be provided at cost to a bargaining unit member upon request.
5. Supporting illustrative material submitted by the unit member in connection with any appointment, reappointment, promotion, sabbatical leave, or leave of absence shall be made available to be picked up by the unit member following notice of official action in their case. In the event of an adverse decision on reappointment or promotion the said illustrative material shall be retained in the file unless the faculty member or librarian agrees in writing, when the material is withdrawn, to make the illustrative material available at any future appeal hearing involving the adverse decision.
6. Information may be subtracted from a file by mutual agreement of the unit member and the Provost.
7. The Human Resources file, the Division and/or Department files, and the Academic Affairs Office file shall together constitute the College's official personnel file. The Board shall not maintain any personnel files on members of the bargaining unit other than the files described above.

## **ARTICLE VII Faculty And Librarian Appointments And Reappointments**

### A. Faculty Initial Appointments and Sequence of Contracts.

1. Initial full-time appointments of faculty are normally made for two years.
  - During the second year of service, notice of reappointment for a first three-year appointment, or notification that no new appointment will be offered, will be made by December 15.
  - During the second year of the first three-year appointment, notice of reappointment to a second three-year appointment, or notification that no new appointment will be offered, will be made by March 15.
  - During the second year of the second three-year appointment, notice of reappointment to a five-year contract, or notification that no new appointment will be offered, will be made by March 15. There are no limits to the number of five-year appointments that a faculty member may receive.
  - During the fourth year of a five-year appointment, notice of reappointment to another five-year contract, or notification that no new appointment will be offered, will be made by March 15.

The awarding of an appointment of any length in no way implies automatic subsequent appointments.

2. In order to be entitled to a renewal of a contract, the faculty member must demonstrate a high degree of excellence against the Criteria in Appendix A. Competency alone is not sufficient for renewal of a contract.
3. In most cases, there shall be a probationary period of seven (7) years excluding approved

leaves of absence during which the faculty member shall not have any right of appeal or arbitration of a decision not to renew their contract. After the probationary period, the Board shall have the burden of proving cause, as applied to the Criteria for Faculty Performance as conditioned by paragraph A.2 above, for the nonrenewal of a contract.

4. Initial appointments of faculty members with experience may be made at any rank or level of the contract sequence outlined in paragraph A. 1 above provided, however, the Board shall make no appointment which results in a probationary period of less than four (4) years.

5. If the Provost or a Department Head or Dean is unable to recommend a faculty member for a three-year contract in the second year of service, but does wish to recommend reappointment of the faculty member for a shorter period, the normal contract sequence outlined in Article VII.A.1 above may be changed by written agreement of the Provost, the President of the Association, and the faculty member.

6. The Administration shall conduct an annual orientation program and dossier workshop for all faculty members and librarians who have not passed critical probationary review concerning policies and procedures contained in this Article, the Criteria for Faculty Performance, and the evaluation instruments appended to the contract. The Association shall be permitted to participate in and make a presentation during this program.

#### B. Process.

##### 1. Schedule.

A schedule for reviews, reappointment reviews, and for submission and action on promotions, sabbatical leaves and leaves of absence will be published and distributed to all faculty members and librarians in September of each year. The schedule will include deadlines for submission of the dossier or faculty or librarian report to the Department Head or Dean of Libraries, the submission of the Department Head's reports and recommendations to the Dean, and the submission of the Dean's or Dean of Libraries' reports and recommendations to the Provost. This shall be the responsibility of the Provost.

a. Faculty Reviews. Reviews for faculty members who are being evaluated for reappointment or promotion, or who have passed critical review, shall be completed by the end of November. Reviews for all other faculty members, including those on term appointments, shall be completed during the month of April.

b. Sabbatical Leaves, Pre-Critical Review Leave and Leaves of Absence. Applications for leaves are to be submitted to the Dean or the Dean of Libraries, with a copy to the Department Head if applicable, as follows:

- Sabbatical leave. A reasonable time in advance, usually 18 months in advance of the effective date of the sabbatical leave.
- Leaves of Absence. A reasonable time in advance, usually by March of the academic year preceding the leave.

c. Promotions. Applications and recommendations for promotions are to be submitted to the CFA and the Provost by January 14 for consideration that academic year. Notice of action on promotions will be given by May 15.

##### 2. Status reports.

In September of each year full-time faculty and librarians shall be given an up to date report with respect to full time years of service, time in current rank, most recent sabbatical leave and leave of absence taken, and academic year in which they are eligible to apply for promotion and sabbatical leave. The information shall be available to the CFA as well.

#### C. Faculty Evaluation Schedule and Process.

Faculty members serving in their probationary period prior to critical review are to be evaluated annually by Department Heads and Deans.

Faculty members who have passed critical review shall be reviewed in the first and third years of their five (5) year contracts.

Faculty members past critical review who have completed their third five (5) year contract shall be reviewed once thereafter, in the second year of their five (5) year contracts.

Faculty members past critical review who receive an evaluation by the Department Head and/or Dean

that contains a finding that the faculty member failed to perform at a high degree of excellence against the Criteria for Faculty Performance (Appendix A), shall be reviewed annually for the duration of their contract.

These evaluations are to include individual conferences between the faculty member and their immediate Department Head and Dean whose written critique(s) will conform to the evaluation forms and procedures contained in Appendices B and C. These conferences and the completion of the written record of the material covered will be scheduled in accordance with established review chronology. Class visits by Department Heads and/or Deans shall not be required for faculty members who have passed critical review; provided that nothing contained herein: (a.) shall prohibit faculty members who have passed critical review from inviting Department Heads and/or Deans to visit their classes and (b.) Department Heads and/or Deans may visit classes from time to time of faculty members who have passed critical review. Class visitation shall be arranged at least one week in advance. Any changes, revisions or addenda to the completed evaluation form after it has been signed must be initialed by the bargaining unit member and evaluator and sent to Academic Affairs.

#### 1. Reappointment Review.

Reappointment review is a more formal process. Faculty members are appointed for two, three, or five year periods in accordance with an established sequence of one two-year, two three-year and unlimited five-year appointments. Each appointment requires timely review in accordance with the distributed faculty and librarian appointment chronology schedule so that notice of action is received well in advance of the effective date. Each review requires evaluation by the appropriate Department Head, Dean, the Committee on Faculty Appointments, the Provost and finally the recommendation of the President to the Board. The Provost and/or CFA may make additional timely requests for clarification.

The review process is initiated by the Provost by the publishing and distribution of a list of reappointment candidates for consideration during the academic year. A faculty member seeking reappointment shall prepare materials in support of their reappointment by the deadline specified in Section B.1. above.

The reappointment materials shall include:

- a. current Appendix B
- b. a current curriculum vita
- c. syllabi from each course listed on the evaluations
- d. and any other material which the faculty member, Department Head, and Dean believe will demonstrate their performance according to the criteria listed in Appendix A (including a letter from the candidate, examples of student work, samples of professional work, press clippings and reviews, etc.).

The Department Head shall review the reappointment materials, prepare a written evaluation conforming to the evaluation forms and procedures contained in Appendix C, and prepare a written recommendation for or against reappointment. The Department Head shall meet with the faculty member to review the completed evaluation form (Appendix C) and written recommendation, and add them to the reappointment materials forwarded to the Dean.

The Dean shall then review the reappointment materials, prepare a written evaluation conforming to the evaluation forms and procedures contained in Appendix C, and prepare a written recommendation for or against reappointment. The Dean shall meet with the faculty member to review the completed evaluation form (Appendix C) and written recommendation, and add it to the reappointment materials forwarded to the Committee on Faculty Appointments. The Office of Academic Affairs shall provide all student evaluations for courses taught since the last reappointment review, faculty reports (Appendix B), and evaluations (Appendix C) executed since the last review.

#### 2. Critical Probationary Review.

While it is recognized that all reappointment reviews are important, it is understood that the reappointment review which normally occurs in the second year of a faculty member's second three-year appointment is particularly critical inasmuch as that reappointment would signify the completion of the probationary period. For the critical probationary review, faculty will submit a dossier, including all the items contained in the dossier for promotion.

The dossier shall contain the following items:

- a. A current Appendix B
- b. a letter from the faculty member applying for promotion
- c. a current curriculum vita
- d. syllabi from each course listed on the evaluations
- e. examples of student work
- f. examples of professional work
- g. and any other material which the faculty member believes will demonstrate their performance according to the criteria listed in Appendix A.

In all such critical probationary reviews, the Committee on Faculty Appointments and the Administration must take particular care to ensure the continued high caliber of the faculty and, therefore, the Provost and/or the CFA may make additional timely requests for data and information, including letters of recommendation by faculty or professionals from outside the RISD community.

### 3. Dossier Waivers.

A faculty member who has successfully completed the probationary period will, at the time of succeeding reappointment reviews, be granted a waiver from the requirement of preparing a dossier and will automatically be reappointed to a subsequent five-year appointment unless the review conducted by the Department Head and/or Dean in each of the last two evaluation years (pursuant to section C. above) contains a finding in the same area that the faculty member failed to perform at a high degree of excellence against the Criteria for Faculty Performance (Appendix A), in which case the normal procedures for reappointment review (paragraph B.1.) shall apply. The necessity to submit a dossier for CFA review shall not be construed as a recommendation for non-renewal.

### 4. Promotions.

A faculty member seeking promotion shall prepare a dossier of materials in support of their promotion by the deadline specified in Section B.1.C. above. The dossier shall contain the following items:

- a. a current Appendix B
- b. a letter from the faculty member applying for promotion
- c. a current curriculum vita
- d. syllabi from each course listed on the evaluation
- e. examples of student work
- f. examples of professional work
- g. and any other material which the faculty member believes will demonstrate their performance according to the criteria listed in Appendix A.

In addition, faculty are encouraged to solicit additional letters of recommendation by faculty or professionals from outside the RISD community and have recommenders submit the letters directly to the Secretary of the CFA. The Provost and/or the CFA may make additional timely requests for clarification of information provided.

In the event that a faculty member is applying for critical review, reappointment and promotion in the same year, the contents of the dossier for each process may remain the same with the exception of the applicant's letter and any letters of recommendation. The applicant's letter and letters of recommendation for each process must address the criteria relevant for reappointment or promotion.

The Department Head shall review the dossier, prepare a written evaluation conforming to the evaluation forms and procedures contained in Appendix C, and prepare a written recommendation for or against promotion. The Department Head shall meet with the faculty member to review the completed evaluation form (Appendix C) and written recommendation, and add them to the dossier before it is forwarded to the Dean. The Dean shall then review the dossier, and prepare a written evaluation conforming to the evaluation forms and procedures contained in Appendix C, and prepare a written recommendation for or against promotion. The Dean shall meet with the faculty member to review the completed evaluation form (Appendix C) and written recommendation. The Dean shall meet with the faculty member to review any comments and the written recommendation, and add it to the dossier before it is forwarded to the

Committee on Faculty Appointments. The Office of Academic Affairs shall provide all student evaluations for courses taught during the relevant review period, faculty reports (Appendix B), and evaluations (Appendix C) executed since the last review.

#### D. Librarian Evaluation schedule and Process

Librarians serving in their probationary period are to be evaluated by the Dean of Libraries in an individual conference after the first six months and thereafter annually on the anniversary of their initial appointment.

Librarians will submit a Librarian Report Form (Appendix H) to the Dean of Libraries. The Dean of Libraries shall then prepare a written evaluation of the librarian, using the form in Appendix G, which is discussed with the librarian, then transmitted to the Provost and the Vice President for Human Resources. The librarian affected may append a response to this evaluation, with the evaluation and appended material (if any) placed in the librarians file. Any changes to the completed evaluation form after it has been signed must be initialed by the bargaining unit member and evaluator.

Librarians who have passed probation shall be reviewed every other year to correspond with the library report process in the summer. Librarians past probation who receive an evaluation by the Dean of Libraries that contains a finding that the librarian failed to perform at a high degree of excellence against the Librarian Performance Appraisal Form (Appendix G), shall be reviewed annually for a period of three (3) years. Nothing in this paragraph shall prohibit the Dean of Libraries from meeting annually with any librarian for planning purposes.

These evaluations are to include individual conferences between the librarian and the Dean of Libraries. These conferences, and the completion of the written record of the material covered, will be scheduled in accordance with the established review chronology. Any changes to the completed evaluation form after it has been signed must be initialed by the bargaining unit member and evaluator.

#### Critical Review

While it is recognized that all librarian reviews are important, it is understood that the review which normally occurs in the fourth (4th) year is particularly critical as it would signify the completion of the probationary period. This review will therefore come before the Committee on Faculty Appointments. If the librarian's anniversary date occurs in the summer, the Committee will review the evaluation in the spring semester before the anniversary date. In all such probationary reviews, the Dean of Libraries and the Administration must take particular care to ensure the continued high quality of the professional library staff and may make additional timely requests for data and information, including letters of recommendation by RISD faculty and/or by professionals from outside the RISD community. In preparation for this review the librarian will assemble a dossier for review by their department head, if applicable, the Dean of Libraries, the CFA and the Provost.

The dossier includes

- a letter from the applicant
- samples of professional work
- current cv
- two external letters of recommendation sent directly to the Secretary to the CFA
- and any other material which demonstrates their performance.

After critical review is passed, the librarian review will be changed to correspond with the library report process in the summer.

#### Promotion of Librarians.

The Board recognizes status for librarians in the form of the following ranks: Librarian I, Librarian II, Librarian III, and Librarian IV.

1. Librarians may request or be considered for promotion as follows:
  - a. Librarian I (Beginning Career Rank/Instructor) may request or be considered for a promotion to Librarian II after two years in rank.
  - b. Librarian II (Interim Career Rank/Assistant Professor) may request or be considered for a promotion to Librarian III after five years in rank. A designated Department Head in the library may not be ranked less than Librarian II and may request to be considered for promotion to Librarian III after four (4) years in rank and after completing the critical probationary review.
  - c. Librarian III (Principal Career Rank/Associate Professor) may request or be considered for promotion to Librarian IV after five years in rank.
  - d. Librarian IV (Senior Career Rank/Full Professor)

2. Procedure.

An eligible librarian who requests promotion shall prepare a dossier and submit it to their department head, if any, or to the Dean of Libraries in accordance with the published deadlines for promotion applications. The Dean of Libraries will present their recommendation on promotions within the library to the CFA. All deadlines and procedures for submission of materials, review by the CFA, and notification of promotion and non-promotion shall correspond to the deadlines and procedures for faculty promotion.

3. The factor weighed most heavily will be performance as based on the dossier. Other considerations taken into lesser account for promotion will be relevant College service outside the library and professional activities. For consideration of promotion to the rank of Librarian IV, the emphasis will shift accordingly with heavier weight placed on professional involvement outside the library through committee work in professional organizations, special awards, and publications.

E. Committee on Faculty Appointments (CFA)

1. The Committee on Faculty Appointments.

Faculty members are subject to faculty review and reappointment review procedures at appropriate departmental, divisional and administrative levels. An integral part of faculty reappointment and promotion is peer review by the Committee on Faculty Appointments (CFA).

The CFA shall review all reappointments, promotion and sabbatical leave requests. The CFA reviews materials presented to it and listens to presentations of each case made by the appropriate Dean.

2. Committee Membership and Procedures.

The CFA is composed of seven (7) full-time members of the faculty, all having a minimum of six (6) years of service at Rhode Island School of Design, and all of whom shall have passed the critical probationary review and hold the rank of assistant professor or higher. Five (5) members shall be elected by the faculty at the Faculty Meeting. There shall be one (1) member elected from each of the four (4) divisions for staggered three-year terms, and one member elected for a two-year term representing the divisions according to this rotation: Experimental and Foundation Studies (2020-2022), Architecture and Design (2022-2024), Liberal Arts (2024-2026), and Fine Arts (2026-2028). In 2028, the rotation shall begin again with Experimental and Foundation Studies and continue in that same order. Should the number of academic divisions change, the distribution of the five (5) elected members of the Committee shall be reviewed by the College and the Association. Two (2) members, exclusive of Department Heads, shall be appointed by the Provost for one-year terms. Librarians can be considered for appointment to the CFA by the Provost. The Provost shall not appoint a faculty member to serve on the Committee from a division which has two (2) elected faculty members during that year. The faculty shall also elect one (1) alternate and the Provost shall appoint one (1) alternate for each elected or appointed member from the same division as the elected or appointed member respectively to serve when the regular member from that division:

- a. is being considered, in the CFA hearings, for reappointment, promotion, sabbatical leave;
- b. is a Department Head and a member of their department is being considered in the CFA hearings;
- c. is concerned about a possible conflict of interest and wishes to withdraw from a particular pending case;
- d. is on a sabbatical leave or leave of absence;
- e. resigns or in any other way is not able to complete their elected term.

In a case where the alternate member permanently replaces the elected member, elections shall be held for a new alternate member.

The need for the attendance of an alternate must be determined by the CFA in ample time, in every instance, for the alternate to be notified and to make arrangements to attend the designated meetings.

In the event that a librarian is being reviewed by the CFA, the Faculty Organization shall elect a librarian to serve as an eighth member of the Committee during that review. The secretary of the Committee shall notify the Chair of the Steering Committee when the election of a librarian is needed.

The Provost is the non-voting chair for the CFA.

3. A recording secretary shall prepare comprehensive minutes of each CFA session with the assistance of an audio recording of all proceedings except the deliberations of the Committee. Following approval of the minutes by the Committee, the recordings shall be stored for a period of not less than fifteen (15) years. These confidential minutes shall be approved by vote of the CFA at its next meeting, provided that at least seventy-two (72) hours have elapsed between meetings. No more than two (2) weeks should elapse before the confidential minutes shall be prepared for approval by a vote of the CFA. All CFA deliberations must be held in strictest confidence and shall not, with the exception of the secret ballot vote tally, be subject to disclosure during the arbitration process (although nothing herein shall be construed as to prevent a member of the CFA from testifying on matters other than deliberations of the CFA).

Copies of the minutes concerning each individual candidate for reappointment, promotion, or sabbatical leave may accompany the Provost's recommendation to the President. In cases of an arbitration hearing, a copy of the appropriate minutes will be provided to the faculty member concerned. If a grievance has been filed by the Association concerning a matter before the CFA, the Association and the faculty member involved will receive a copy of the appropriate minutes. The Association and the faculty member may request that a transcript be made from the recording of any meetings where that faculty member's case was presented to the CFA. The transcript shall be made by an outside stenographer and verified in the presence of a representative of the Association, the secretary to the CFA, and a member of the CFA mutually agreed upon by the Association and the College. The costs of such transcripts shall be shared equally by the Association and the College. The minutes and transcript may be used by the Association in preparing for a grievance or arbitration hearing but must remain confidential except in the context of that hearing. The minutes and transcript may not be shared with any persons other than the faculty member, the President and Grievance Officer of the Association, and attorneys for the Association or the faculty member.

In cases where a non-probationary faculty member did not receive a reappointment review waiver, that faculty member may arrange for a stenographic record of the testimony and other evidence presented to the CFA (but not of the CFA deliberations, which are strictly confidential).

4. In all cases involving reappointment, promotion or sabbatical leave, the CFA reviews the material presented to it, listens to the presentation of each case by the appropriate Dean and can seek additional input by requesting others to meet with the committee. A faculty member who wishes to make a presentation on their behalf may do so. Faculty who have been recommended for non-reappointment by their Department Head and/or Dean will be required to appear before the CFA. The CFA then discusses each case on its merits.

5. Following the completion of the CFA hearing on an individual case the CFA votes by way of secret paper ballot to endorse or reject the recommendation of the Dean. The Provost writes a recommendation to the President which is discussed with the CFA before transmission to the President.

6. No anonymous material may be used in the review. This does not preclude the use of mutually agreeable student evaluation instruments.

F. Appeal.

7. A faculty member in the probationary period shall have no right of appeal of a decision not to renew their contract.

8. After the probationary period, in the event of an adverse decision on the renewal of a contract, the faculty member shall have a right of de novo review by an arbitrator and they will be provided with the minutes of the CFA which are applicable to the appellant. The faculty member appealing the decision not to renew their contract must notify the President in writing that they are appealing the decision not to renew within twenty (20) calendar days of receipt of notice of non-renewal. The arbitrator shall review the entire record of the renewal proceedings (except for the CFA deliberations, which are unrecorded and strictly confidential) and make their decision based upon the record and evidence given at the hearing. The faculty member may be assisted by NEARI counsel at any hearing before the arbitrator. The Board shall have the burden of proving cause as applied to the Criteria for Faculty Performance as conditioned by Paragraph A.2. above for the nonrenewal of a contract.

9. A faculty member or librarian may be terminated during the term of their appointment for just cause. A faculty member or librarian who has been terminated for just cause may appeal the

termination by notifying the President of Rhode Island School of Design in writing within twenty (20) calendar days of their termination that they appeal the termination. The appeal shall be heard and determined by an arbitrator. The Board shall have the burden of proving just cause. The decision of the Appellate Board shall be final and binding.

#### G. Term Appointments.

When appointments are made to fill temporary absences of faculty members or librarians who are on sabbatical leave, leaves of absence, sick leave, parental leave, or have been assigned off-campus duties or during the time that a search to fill a new or existing faculty or librarian position is being conducted, the appointment shall be for no longer than two academic years and shall specify the time period and faculty member or librarian replaced. These appointments shall be at the rank of instructor, assistant professor, associate professor, or professor, or of Librarian I, II, III, or IV. Term appointees have all the duties and obligations of full-time faculty members or librarians, and receive the same fringe benefits as full-time faculty members or librarians. When a term appointee is offered a regular appointment following the required search, their time spent as a term appointee shall be counted towards entitlement to promotion and sabbatical leave.

Should a term faculty appointee be considered for a second or any subsequent term appointment, then their consideration for this second or any subsequent term appointment is to be reviewed by the CFA, which will require submission of the faculty's Appendix B and Appendix C from both the Department Head and Dean. Reappointment of term faculty will not require submission of a dossier or letter from the candidate, Department Head, or Dean. Notification to a faculty member of a subsequent term appointment immediately following a term appointment will be made by May 15 during the year of the term appointment.

Should a term librarian appointee be considered for a second or any subsequent term appointment, then their consideration for this second or any subsequent term appointment is to be reviewed by the CFA, which will require submission of the librarian's Appendix G and Appendix H from the Dean. Reappointment of term librarians will not require submission of a dossier or letter from the candidate or Dean. Notification to a librarian of a subsequent term appointment immediately following a term appointment will be made thirty (30) days prior to the end of the term appointment. In a case where the renewal of a librarian's term appointment is sought during the summer, that renewal shall be conditional upon review by the CFA when it reconvenes in September.

The College and faculty member in the term appointment may refer to themselves as "Assistant Professor-in Residence, Associate Professor-in-Residence, or Professor-in-Residence."

#### H. Orientation.

Prior to the first evaluation deadline of an academic year, the Administration and the Association shall conduct a joint orientation meeting concerning the policies and procedures contained in this article. This orientation shall be mandatory for the Dean of Libraries, academic deans, and department heads,

Prior to the first meeting of the CFA, the Provost will hold a mandatory orientation meeting for the members regarding responsibilities and processes.

Prior to the first evaluation deadline of an academic year Academic Affairs will hold an evaluation and dossier workshop for new faculty and new librarians and those applying for promotion and critical review.

#### I. Faculty with Administrative Appointments.

A faculty member or librarian who leaves the bargaining unit to serve in the administration or newly appointed administrators with faculty or librarian rank who have not completed their probationary period shall have their time remaining on probation frozen until they return to or enter the bargaining unit. Faculty members or librarians who have completed their probationary period and who leave the bargaining unit to serve in the administration shall, at the time they leave the administration, have all rights of a bargaining unit member under this contract. Upon entering or returning to the bargaining unit, the faculty member or librarian's contract sequence shall resume at the same level as when they left, and base salary and benefits shall be determined as if the member had never left the bargaining unit. Their service as an administrator shall be considered as continuous service to the College for purposes of promotion, sabbatical leave, retrenchment, or determination of salary and benefits.

J. European Honors Program.

A faculty member who serves in the College's European Honors Program shall remain in the bargaining unit and their service with the European Honors Program shall be considered as continuous service to the College for purposes of promotions, sabbatical leave, and retrenchment. However, the duties of the faculty member and the compensation for such service shall be individually assigned and negotiated as is current practice. If a faculty member serving in the European Honors Program has not completed the probationary period the time remaining on probation shall be frozen. Upon returning from the European Honors Program the faculty member's contract sequence shall resume at the same level as when they left, and base salary and benefits shall be determined as if the faculty member had never left.

## **ARTICLE VIII Promotions**

The Board recognizes the normal academic ranks for members of the full-time faculty: Instructor, Assistant Professor, Associate Professor, and Professor.

Consideration for promotion will be based on: Formal request for promotion by the faculty member or recommendation of their Dean or by the Provost.

A. A faculty member at the rank of Instructor may request promotion to Assistant Professor at any time.

B. An Assistant Professor may request promotion to Associate Professor any time after four years at the rank of Assistant Professor.

C. An Associate Professor may request promotion to Professor any time after five years at the rank of Associate Professor.

D. Applicants who are not placed on the CFA promotion list may reapply for promotion during the following academic year. If a member of the bargaining unit is not promoted, they must wait two years until they may apply again.

E. For incoming faculty, the administration may credit time in rank at another institution to establish their promotion chronology at Rhode Island School of Design.

F. When considering promotion, the Department Head, Dean, Committee on Faculty Appointments and Provost must consider the distribution of ranks within the Department or Program, Division and the full-time faculty as a whole.

G. The CFA votes to endorse or reject the Dean's recommendation regarding promotion. The Provost considers the CFA vote in making a recommendation to endorse or reject the applications to the President.

H. Each member of the CFA will receive a copy of these lists. The Provost, in notifying promotion applicants of their recommendation, will indicate whether the CFA had put the individual faculty member or librarian on the lists of approved promotions or the list of non-approved candidates. Faculty members or librarians who wish to know where they stand on these lists of positive recommendations from the CFA in advance of formal notice may ask the Provost.

I. Notification.

Announcement of promotion by the President will be sent in writing to the faculty member or librarian affected by May 15. A simultaneously issued public notice will list the number of promotions of faculty to each rank by division and librarians to each rank followed by the names of those promoted.

J. No faculty member or librarian shall have the right to appeal unless they, at the time of the announcement of promotions, is the highest remaining applicant in each rank on the CFA's list of approved promotions for their respective division or the library and is skipped over, and either someone below them on that division's or library's list is promoted or someone in the division or library who was not recommended for promotion by the CFA is promoted. In this event, the person skipped over may appeal to an arbitrator within thirty (30) days of the President's announcement. The arbitrator shall be appointed in the same manner as the arbitrator provided for in Article VII F. The arbitrator shall determine whether the appellant should have been promoted instead of the

promoted faculty member or librarian who was below the appellant on the division's list or someone not recommended for promotion by the CFA. If the arbitrator decides in favor of the appellant, then in that event, the appellant receives promotion. The decision of the arbitrator shall be final and binding.

**K. Restriction.**

No promotions in faculty rank will be made at the College which have not come before the CFA in accordance with the procedures outlined in this section. Administrators who hold faculty rank must apply or be recommended for promotion in accordance with the schedule and procedures outlined in this Article. Administrators who hold faculty rank will be evaluated during their administrative service on the same schedule as they would be if they were in the bargaining unit. The specific weight assigned to the areas and sub-areas of Appendix A, in terms of permissible ranges, shall be determined by the Provost in consultation with the Administrator and shall proportionately reflect the ratio of the administrator's assigned teaching/administrative responsibilities. While it is recognized that the quantity of teaching and professional work by Administrators may be less than regular full-time faculty, Administrators must demonstrate the same high degree of excellence in those areas as regular faculty.

**ARTICLE IX      Outside Professional Activities**

It is assumed that members of the faculty and librarians of the College are contributing members of a larger professional community. Faculty members and librarians are expected to participate in undertakings which will advance their art, design, scholarly or other professional activity. The following considerations, however, apply to full-time faculty members' and librarians' engagement in outside professional activities.

A. A faculty member or librarian on a full-time appointment has a primary obligation to the College. As such, each faculty member or librarian has the responsibility to devote their primary effort to teaching, library work, advising students, committee assignments and other duties related to their department, program, division, and the College. Outside professional activities, whether gainful or not, are not to interfere with these responsibilities.

B. A full-time faculty member or librarian is expected to participate in outside professional activities provided that such activities:

1. contribute to that faculty member's or librarian's better understanding of their field(s) and therefore their effectiveness as a teacher or librarian and contributes to their growth as an artist, designer, scholar, librarian; and
2. do not infringe upon or interfere with the faculty members or librarian's primary responsibility to the College. The purpose of these provisions is to avoid the likelihood that other teaching or outside professional activities will detract from the faculty member's or librarian's commitment to the Rhode Island School of Design.

C. Each full-time faculty member or librarian shall keep their respective Dean or the Dean of Libraries informed of their outside professional activities. Questions arising out of special circumstances or considerations should be taken to the Provost for resolution.

Faculty members or librarians on full-time appointment shall not teach a regularly scheduled course at another institution of higher education during the regular academic year without prior approval of the Provost.

Faculty members or librarians on full-time appointment shall not initiate or significantly increase outside professional activity without prior notification to the appropriate Dean or Dean of Libraries. If the Dean of Libraries believes that the extent of this outside professional activity may violate the provisions of paragraph B above, the Dean of Libraries may direct, in writing, that the faculty member or librarian take necessary steps to make sure that their outside professional activity does not violate paragraph B, above.

D. In outside enterprises, whether compensated or not, faculty members and librarians should not:

1. violate the College's Intellectual Property policy; or

2. permit an outside agent to have preferred position with respect to information emanating from College activities.

E. In outside professional activities, a faculty member or librarian should not commit College materials, facilities, students, or personnel for the gain or benefit of an outside enterprise. Upon approval of the Provost and the President, however, limited use may be made of materials, facilities, and secretarial assistance for service to professional societies in one's discipline and in connection with professional assistance to government and other types of public service.

F. In outside professional activities, a faculty member or librarian should take care not to affect adversely either the faculty member's own independence or the integrity of the College. Under no circumstances shall they accept any outside position that would tend to create conflicts of interest with their position with the College.

## ARTICLE X

### Workload

Throughout the term of this contract, during the academic year, full-time faculty shall perform duties that include the following:

A. Instruction in regularly scheduled classes of the required RISD contact workload.

The faculty work year will begin one working day prior to Convocation and the first day of Fall semester classes and will end one day after Commencement. Faculty are not expected or required to work on RISD projects or committee assignments during the summer, unless separately arranged with the Administration, or in case of emergency. Any summer work approved by the Provost exclusive of teaching such as standing and/or ad hoc committee meetings or other meetings engaged in by Faculty will be completely voluntary and will be compensated for in the amount of \$250 for four hours and \$500 for more than four hours and less than eight.

The required contact workload throughout the academic year shall consist of six (6) teaching units per academic year. During the fall and spring semesters a teaching unit shall consist of five (5) contact hours per week for studio classes or three (3) contact hours per week for lecture and seminar classes. During Wintersession a teaching unit shall consist of ten (10) contact hours per week for studio classes and six (6) contact hours per week for lecture or seminar classes. The teaching of more than six (6) teaching units per academic year shall be done only on a voluntary basis and with the agreement in writing of the Department Head and Dean, with written notice to the President of the Faculty Association in a timely manner. In the event that a faculty member voluntarily teaches more than six (6) teaching units in one academic year, the teaching load for that faculty member shall be reduced at some time during the following academic year by a number of teaching units equal to the number of teaching units in excess of the standard contact workload during the succeeding academic year. Faculty members may not be required to teach classes over more than four (4) days per week nor required to teach more than five (5) hours per day (Experimental and Foundation Studies excepted), nor permitted, during fall and spring, to teach fewer than two days per week (Department Heads excepted). This instruction requirement is in addition to all related class preparation, evaluation of students, supervision of class field trips, and other class related activities.

Any modification of the above shall be done solely with the Association as the collective bargaining representative.

1. At the discretion of the faculty member, up to, but not to exceed, three (3) independent study students per semester (Fall and Spring) and Wintersession as student demand and the quality of student proposals require. The yearly total shall not exceed nine (9) student projects. Each student in a collaborative study project shall count as one (1) project toward this limit.
2. Service as advisor to senior thesis projects and graduate thesis projects as required.
3. Supervision of graduate assistants as required.
4. Service as critics of student work when necessary for student development.
5. Out-of-class student academic advising consisting of three (3) posted hours per week. Deans

will make every effort to identify space for advising. Regular advising of students on academic matters as required.

6. Academic advising of other professors' students and participation in other professors' courses as necessary for student development and by mutual agreement between professors involved.
7. Work with student groups as student demand and the quality and relevance of the proposed activity require.
8. Service on one (1) College committee and related administrative duties if called upon. Service on more than one (1) College committee is voluntary. Service as a Department Head, Graduate Program Director, or Chair of a faculty search committee for a full time faculty position in any academic department shall fulfill this requirement for committee service.
9. Participation in new course and curriculum review and development.
10. Outside community and professional activity as stipulated in the provision on outside professional activity.
11. The academic year shall begin on one working day prior to Convocation and the first day of Fall semester classes and continue, excluding vacation periods and holidays designated in the school calendar, through one day after Commencement. There shall be a break of seven (7) days between the end of winter session and the beginning of the second semester.
12. Full-time faculty shall attend Faculty Convocation, Commencement, faculty meetings, division and department meetings and other college related meetings as may be called by the President or Provost from time to time.
13. Teaching schedules shall be assigned on a fair and equitable basis.
14. The Provost may grant release time to a faculty member when:
  - a. One of that faculty member's classes has been canceled due to under-enrollment and there is an appropriate academic project on which that faculty member agrees to work.
  - b. There is an academic project which a faculty member will undertake and cannot reasonably be accomplished while the faculty member is carrying a full teaching load.
  - c. The term "academic project" is a project that is specifically related to teaching, academic research or writing, or substantial programmatic curricular development.
  - d. The faculty member's Department Head must approve of such academic projects.
  - e. The President of the Association shall be notified in writing of the granting of all such release time.
15. If a faculty member teaches more or less than the contractually required courseload in any academic year, they shall prepare with the Department Head and Dean a plan for making up the overload or underload during the next academic year. If the faculty member is on leave the following academic year, the underage/overage will be addressed in the first academic year following leave. This plan shall be forwarded to the Provost and to the President of the Association.

## **ARTICLE XI**

### **Librarians**

A. Librarians shall have a thirty-five (35)-hour work week except for a thirty-two and one-half (32½) hour work week during June, July, and August. The work week for full-time librarians shall be Monday through Friday. Full-time librarians may be required to work any hours and any days, including week-ends, if they are hired with that understanding.

B. Holidays.

Librarians are entitled to all holidays as announced annually by the President's Office. Should the library be open on a holiday, the librarian working on this holiday will be entitled to replace it with a compensatory day.

C. Vacation.

Full-time librarians are entitled to twenty (20) days exclusive of holidays listed above. For each year of service beyond the fifth, one additional vacation day shall accrue through the tenth year. Vacation time may accrue from one year to the next but not in excess of twenty-five days. Vacation for librarians hired after July 1, 1993 will be on a granting basis and governed by the College policy on vacations in effect as of the date of this Agreement.

D. Sick Leave.

Librarians shall be entitled to ten (10) days of sick leave per year. Unused sick leave will accumulate, but not to exceed sixty days for librarians hired prior to July 1, 2016. Librarians hired after July 1, 2016 will accumulate sick leave not to exceed 20 days.

E. Personal Leave.

Librarians shall be entitled to two (2) personal days per year.

F. Education Assistance Program.

Librarians shall be entitled to participate in the College's Educational Assistance Program.

G. Librarians may apply to the Professional Development Fund Committee for four (4) weeks of paid release time between Commencement and Convocation to devote time to creative work, research, or writing that will improve their professional status as well as their contributions to the College as an artist, designer, teacher or librarian.

1. The work may be related to librarianship, academic research or creative practice. This may include updating a librarian's professional skills and knowledge through education and course- work, grant projects, workshops or residencies.

2. The Professional Development Fund Committee will not unreasonably withhold approval of the request. The Dean of Libraries will not unreasonably withhold approval of the request.

**ARTICLE XII Salaries**

A. Librarian Salary Levels.

- 1. Librarians covered by this Agreement with at least three (3) years prior experience and a MLS degree shall be paid a salary no less than the minimum base salary for Assistant Professors.
- 2. Librarians covered by this Agreement with more than seven (7) years continuous service at RISD shall be paid a salary no less than the minimum base salary for Associate Professors.

B. Full-time Faculty Members and Librarians Base Salaries.

1. The following minimum base salaries are established effective July 1, 2019:

Instructor or Librarian I	\$50,000.00 per year
Assistant Professor or Librarian II	\$57,500.00 per year
Associate Professor or Librarian III	\$70,000.00 per year
Professor or Librarian IV	\$87,500.00 per year

The following minimum base salaries are established effective July 1, 2020:

Instructor or Librarian I	\$59,000.00 per year
Assistant Professor or Librarian II	\$64,000.00 per year
Associate Professor or Librarian III	\$75,000.00 per year
Professor or Librarian IV	\$87,500.00 per year

2. Base salaries for the academic year, effective July 1, 2019, shall be increased over 2018/2019 base salaries:

Professor/Librarian IV	3%
Associate Professor/Librarian III	3%
Asst. Professor/Librarian I/Librarian II	3%

3. Base salaries for the academic year, effective July 1, 2020, shall be increased over 2019/2020 base salaries:

Professor/Librarian IV	3%
Associate Professor/Librarian III	3%
Asst. Professor/Librarian I/Librarian II	3%

4. Base salaries for the academic year, effective July 1, 2021, shall be increased over 2020/2021 base salaries:

Professor/Librarian IV	3%
Associate Professor/Librarian III	3%
Asst. Professor/Librarian I/Librarian II	3%

5. Adjustments will be made to base salaries in the 2019/2020 academic year as follows. The adjustments will bring base salaries to the following levels prior to the application of the promotion increases indicated below and the percentage increases indicated above.

Professor or Librarian IV:

42+ years of full time service	\$112,000.00
38–41 years	\$110,000.00
33–37 years	\$107,500.00
29–32 years	\$105,500.00
25–28 years	\$103,500.00
22–24 years	\$101,500.00
18–21 years	\$100,000.00
14–17 years	\$98,000.00
10–13 years	\$95,000.00
5–9 years	\$91,250.00
0–4 years	\$87,500.00

Associate Professor or Librarian III:

26 or more years of full time service	\$86,500.00
22–25 years	\$84,500.00
18–21 years	\$82,500.00
14–17 years	\$80,500.00
10–13 years	\$77,500.00
5-9 years	\$73,750.00
0-4 years	\$70,000.00

Assistant Professor or Librarian II:

21 or more years of full time service	\$69,250.00
16–20 years	\$66,750.00
10–15 years	\$63,750.00
5–9 years	\$61,250.00
0–4 years	\$57,500.00

6. Adjustments will be made to base salaries in the 2020/2021 and 2021/2022 academic year as follows. The adjustments will bring base salaries to the following levels prior to the application of the promotion increases indicated below and the percentage increases indicated above.

Professor or Librarian IV:

42+ years of full time service	\$112,000.00
38–41 years	\$110,000.00
33–37 years	\$107,500.00
29–32 years	\$105,500.00
25–28 years	\$103,500.00
22–24 years	\$101,500.00
18–21 years	\$100,000.00
14–17 years	\$98,000.00
10–13 years	\$95,000.00
5–9 years	\$91,250.00
0–4 years	\$87,500.00

Associate Professor or Librarian III:

26 or more years of full time service	\$87,000.00
22–25 years	\$85,000.00
18–21 years	\$83,000.00
14–17 years	\$81,000.00
10–13 years	\$79,000.00
5-9 years	\$77,000.00
0-4 years	\$75,000.00

Assistant Professor or Librarian II:

21 or more years of full time service	\$74,000.00
16–20 years	\$71,500.00
10–15 years	\$69,000.00
5–9 years	\$66,500.00
0–4 years	\$64,000.00

7. During the life of this agreement, an increase of five thousand dollars (\$5,000.00) will be added to the base salary when a faculty member of librarian is promoted in rank. This increase will be added after any adjustments due to rank minimum or step level increases are made, and prior to any percentage increase.

8. All bargaining unit members' salaries must conform to rank and step levels as established in Article XII B. To insure against discrepancies, a full list of all adjusted salaries and new hires will be supplied to the Association Executive Committee by one day before Convocation of each year. Any additional new faculty salaries will be supplied within seven (7) days of the receipt of a new unit member's signed contract.

C. Department Heads and Experimental and Foundation Studies Programs Head.

1. Release Time.

During the term of this Agreement, Department Heads shall be released from teaching two (2) teaching units per year. This release time may be taken in any semester, including wintersession, with the prior written consent of the Provost. The Heads of the Department of Architecture, the Department of

Graphic Design, the Department of Industrial Design, the Department of Literary Arts and Studies, the Theory and History of Art and Design Department, the Department of History, Philosophy, and the Social Sciences, and the Department of Illustration shall be released from one (1) additional teaching unit per year.

The Experimental and Foundation Studies Programs Head shall receive release time from two courses per year. This may be taken in any semester, including winter session with the prior written consent of the Provost. One of the course releases shall be for administrative duties as assigned by the Dean.

Coordinators of those academic concentrations designated as such by the College shall receive release time from one teaching unit per academic year with the written permission of the Provost and with written notification to the President of the Faculty Association.

2. Stipends for Department Heads and Experimental and Foundation Studies Programs Head.

During the term of this Agreement, Department Heads and the Experimental and Foundation Studies Programs Head shall receive a stipend as follows:

2019/2020 academic year	\$19,038.00
2020/2021 academic year	\$19,038.00
2021/2022 academic year	\$19,038.00

3. Graduate Program Director.

If a department has a three (3) year October average of thirty (30) or more undergraduate students and ten (10) or more graduate students, the Provost shall appoint a full-time faculty member other than the Department Head to perform the administrative duties associated with the graduate students and their curriculum upon the recommendation of the Dean and the Department Head. The Graduate Program Director in departments with fewer than thirty-one (31) graduate students shall receive one (1) teaching unit of release time per year. The Graduate Program Director in departments with thirty-one (31) or more graduate students shall receive two (2) teaching units of release time per year. Graduate only departments with a three (3) year October average enrollment of 70 or more students shall have a GPD named with a 2 TU release and the GPD stipend. Graduate only departments with a three (3) year October average enrollment between 40 and 69 students shall have a GPD named with a 1 TU release and the GPD stipend.

In addition, all Graduate Program Directors shall receive a stipend of \$7,725.00 for the performance of their duties during the first year of this Agreement, \$7,950.00 during the second year, and \$8,195.00 during the third year.

4. Concentration Coordinators.

Concentration Coordinators shall receive a stipend of \$4970.00 for the performance of their duties during the first year of this Agreement, \$5,119.00 during the second year, and \$5,272.00 during the third year in addition to the release time specified in Article XII. C. 1.

D. Supervision of Graduate Assistants.

Full-time faculty members who are neither Department Heads nor Graduate Program Directors (as designated in Article XII C. 3 above) who are asked to supervise graduate assistants (who are not their assigned teaching assistants) on College related special projects, research, workshops, and/or external sponsors/relations shall receive \$500.00 per year for every one (1) to three (3) graduate students supervised.

Full-time faculty members who are neither Department Heads nor Graduate Program Directors (as designated in Article XII C. 3 above) who are asked to supervise graduate assistants who teach sections of Art History, Architecture, and Liberal Arts courses shall receive \$500.00 per year for every one (1) to three (3) graduate students supervised.

E. Extraordinary Salary Adjustment.

A faculty member's salary may be reviewed by the Provost if they receives a bona fide, written offer of employment at a higher salary from another educational or non-profit institution or completes a terminal degree that advances scholarship/artistic practice and teaching after hire, if that degree was not a requirement for hire. The faculty member shall request the review by the Provost in writing and shall attach a copy of such bona fide, written offer of employment or evidence of completion of the terminal degree to the request. The Provost shall consult with the Dean and Department Head

and provide notice and documentation including a copy of the bona fide offer or evidence of completion of the terminal degree to the President of the Faculty Association before any salary offer is made. Denial or modification of a request for salary review is final, binding, and expressly not subject to grievance and/or arbitration pursuant to Article XXI of the Collective Bargaining Agreement. Nothing in this section shall be construed to prohibit the Administration and the Faculty Association from entering into a memorandum of agreement to adjust a faculty member's salary for other extraordinary circumstances.

**ARTICLE XIII Method of Payment**

It is agreed that faculty will be compensated in twelve (12) monthly payments from July to June. Newly appointed faculty members during their first academic year will be compensated in twelve (12) monthly installments commencing in July if they have completed the sign-in process in Human Resources by the July payroll deadline; in eleven (11) monthly installments commencing in August if they have completed the sign-in process in Human Resources by the August payroll deadline; or otherwise in ten (10) monthly payments commencing in September.

The disability coverage, if purchased, will commence after one (1) month of service. The retirement plan will commence after two (2) years of service.

**ARTICLE XIV Fringe Benefits**

A. Health Insurance.

Any faculty member or librarian participating in any RISD health plan will contribute to the cost of their selected plan as follows:

Annual Salary Percentage of Premium Contributed:

\$120,000.00 or more	48%
\$110,000.00 to \$119,999.99	44%
\$100,000.00 to \$109,999.99	42%
\$90,000.00 to \$99,999.99	34%
\$80,000.00 to \$89,999.99	29%
\$70,000.00 to \$79,999.99	23%
\$60,000.00 to \$69,999.99	20%
\$0 to \$59,999.99	15%

If the annual increase in premium for any health plan offered to faculty members or librarians in calendar year 2014 shall exceed fourteen percent (14%) of the premium for that plan for calendar year 2013, the contribution of the faculty member or librarian toward the cost of the plan shall be based on one hundred fourteen percent (114%) of the previous year's premium and any increase in premium in excess of one hundred fourteen percent (114%) of the previous year's premium for that plan shall be paid entirely by the College.

If the annual increase in premium for any health plan offered to faculty members or librarians in calendar year 2015 shall exceed fourteen percent (14%) of the premium for that plan for calendar year 2014, the contribution of the faculty member or librarian toward the cost of the plan shall be based on one hundred fourteen percent (114%) of the prior year's premium and any increase in premium in excess of one hundred fourteen percent (114%) of the previous year's premium for that plan shall be paid by the College.

Contributions to health plan coverage will be made on a pre-tax basis through payroll deduction as allowed by applicable Internal Revenue Service regulations.

The College will continue to offer Blue Cross/Blue Shield Health Mate PPO\*, Blue Cross/Blue Shield Health Mate Coast to Coast without an in-network deductible\*, and Health Mate Coast to Coast 100/80 with an in-network deductible of \$250 individual/\$500 family\* through June 30, 2016 unless such plans are discontinued by the carrier.

The College will consult with the Association before offering any additional plans to the faculty and librarians. The College may offer any health plan that it offers to its other employees to full time faculty and librarians.

The parties will work together on implementation of any health care initiatives mandated by federal or state law.

The College and the Full-time Faculty Association recognize that it is in their collective best interests to control health care costs. The parties will work collaboratively to that end. The College may change carriers with the agreement of the Full-time Faculty Association. The Full-time Faculty Association will respond to the College's proposal to make such changes within a fourteen (14) day period.

**B. Group Disability Insurance Program**

**1. Short Term Disability:**

If a full-time faculty member or librarian becomes disabled for more than one (1) week, Rhode Island School of Design will continue payment of his current base salary on the following basis:

Within one (1) year from date of employment	One (1) month pay less Workers Compensation benefits
After one (1) year from date of employment but less than two (2) years	Six (6) months pay at seventy five percent (75%) less Workers Compensation benefits
After two (2) years from date of employment but less than three (3) years	Six (6) months pay at eighty percent (80%) less Workers Compensation benefits
After three (3) years from date of employment but less than four (4) years	Six (6) months pay at eighty five percent (85%) less Workers Compensation benefits
After four (4) years from date of employment but less than five (5) years	Six (6) months pay at ninety percent (90%) less Workers Compensation benefits
After five (5) years from date of employment but less than six (6) years	Six (6) months pay at ninety five percent (95%) less Workers Compensation benefits
After two (6) years from date of employment	Six (6) months pay at one hundred percent (100%) less Workers Compensation benefits

The College pays the full cost of this program. Benefits under this program shall continue during total disability until the long term disability insurance program begins distributing benefits. Benefits received by a faculty member or librarian under the Rhode Island Temporary Disability Insurance Program are not deducted from the above payments.

Leave to give birth to a child will count as a short term disability for the purposes of this provision for the period of time that the full time faculty member or librarian is deemed to be medically disabled before and following child birth. The one (1) week waiting period for short term disability benefits will not apply to disabilities related to child birth, except for librarians, who may use one (1) week of accrued sick leave to cover this waiting period.

**2. Long Term Disability:**

When a full-time faculty member or librarian has been totally disabled because of sickness or bodily injury for six consecutive months, they will be covered by the College's Group Total Disability Insurance Program subject to the terms and conditions of the College's Group Total Disability Insurance Policy then in effect. This disability coverage is optional and the College pays fifty percent (50%) of the premium of this program and fifty percent (50%) is paid by the full-time faculty member or librarian. This disability coverage is also contingent upon the participation of the necessary percentage of eligible employees at Rhode Island School of Design. The faculty member or librarian shall be guaranteed the ability to return to their former position within six (6) months of onset of Group Total Disability Insurance Program payments.

*\* No change from 2013 calendar year plan design.*

3. When a full-time faculty member or librarian goes on total disability, the College will continue to pay medical coverage premiums.

4. The benefits under the Group Disability Insurance Policy will be sixty percent (60%) of monthly base pay to a maximum of seven thousand five hundred dollars (\$7,500.00).

5. Adoption Leave:

Effective July 1, 2014, full time faculty members and librarians with one or more years of service with the College in the capacity of either a full time faculty member or a librarian who are primary care givers for an adopted child two (2) years of age or younger at the time of adoption will receive six (6) weeks of adoption leave benefit pay at the percentages based on years of service set forth in paragraph B.1. above.

6. Secondary Care Giver Leave:

Effective July 1, 2014, full time faculty members or librarians with one or more years of service with the College in the capacity of either a full time faculty member or a librarian who is the secondary care giver of a newly born or adopted child two years of age or younger at the time of adoption shall receive two (2) weeks paid time off immediately following the birth or adoption of the child. For the purposes of these paragraphs B.5., B.6. and B.7, the determination of who is the primary care giver and the secondary care giver shall be based upon good faith discussions between the faculty member/librarian and the College, but (i) there can only be one primary care giver per birth or adoption; and (ii) the College reserves the right to seek information about the spouse's or domestic partner's employment to determine such status.

7. Teaching Relief for Primary Caregivers:

If a faculty member expects the birth or adoption during a semester in which they are scheduled to teach and they are the primary caregiver of the child as per paragraph B.6, the College may provide relief from teaching obligations for that semester. During the portion of the semester that the Primary Caregiver is not covered by either B1 or B5, they will be paid their full salary provided that they continue to do work assigned by the College and their professional work, academic advising and department and college services obligations. The faculty member and their Department Head and Dean will provide a written plan for the semester to Academic Affairs and Human Resources, which may include additional college service work for the department, division or Academic Affairs in lieu of teaching. Discussions concerning teaching relief shall take place as far in advance as practicable. Teaching relief shall not be unreasonably withheld by the College.

These paragraphs are intended to be read in conjunction with Article XVI, Section B.

#### C. The Scholarship Aid Program

1. Faculty and Librarians with more than seven (7) years of service. Dependent children of full-time faculty members and librarians employed continuously at the College for at least seven (7) years exclusive of approved leave are eligible for:

a. Attendance at the Continuing Education programs with tuition remission, in accordance with the following schedule;

The following courses are eligible for full remitted tuition exclusive of lab fees, on a space available basis:

- Evening courses: Extension School
- Paintbox Program
- Short-term workshops on campus
- Special Events
- Summer Evening Program
- Young Artists Program

The following courses are eligible for partially remitted tuition exclusive of lab fees, on a space available basis:

- Pre college program (one half (½) tuition is remitted)
- Six-week workshops (one-half (½) tuition is remitted)

Travel Study programs (tuition is covered exclusive of transportation, room and board charge, and incidental expenses. For specific charges, contact Continuing Education, 401-454-6200.

b. Up to five (5) years remitted tuition in the undergraduate program at the College provided that:

- (1) the student follows a prescribed program for a degree;
- (2) if the prescribed program is for less than five (5) years, then the scholarship is limited to such lesser period;
- (3) documentary evidence of performance is annually submitted to the chief financial officer with a copy to the Vice President for Human Resources prior to August 1; and
- (4) satisfactory performance is maintained.

c. Dependent children of full-time faculty members and librarians with three (3) or more years of continuous service exclusive of approved leaves in this capacity with the College are eligible under the Scholarship Aid Program for up to four (4) years remitted tuition in the dual degree program between the College and Brown University, in an amount per year of up to one hundred percent (100%) of annual undergraduate tuition charge of the College, with payment of amounts due to the College first and, if any additional amount is payable under this program, then to Brown University, provided that:

- (1) The student follows the prescribed program for the dual degree;
- (2) Documentary evidence of performance is annually submitted to the chief financial officer with a copy to the Vice President for Human Resources prior to August 1; and
- (3) Satisfactory performance is maintained.

Remitted tuition shall be available for the dual degree program between the College and Brown under the terms specified above only for as long as the program continues to exist under the same terms as were in place during the 2013–2014 academic year.

d. For up to four (4) years, thirty-five percent (35%) of annual undergraduate tuition charge of the Rhode Island School of Design will be remitted to an accredited institution in which a faculty member or librarian's dependent child is enrolled in an undergraduate program, subject to the conditions enumerated in 1.b.(1), 1.b.(2), 1.b.(3) and 1.b.(4) above.

e. In the event of total disability or death of the faculty member or librarian the above benefits will apply to the dependent children of the disabled or deceased.

f. Any faculty member or librarian who has received benefits under the provisions of Article XIV-C-I-d above by way of partial tuition remission to an accredited institution in which the faculty member or librarian's dependent child was enrolled in an undergraduate program may elect to restore scholarship eligibility for remitted tuition in the undergraduate program at Rhode Island School of Design for that dependent child by repaying in full to Rhode Island School of Design any and all payments made by Rhode Island School of Design to the other institution on that dependent child behalf. In order to receive future benefits, however, the faculty member or librarian's dependent child must meet all other eligibility requirements of the scholarship aid program.

It is understood that the faculty member or librarian receiving any new scholarship aid benefits pursuant to this memorandum may be subject to having such benefit treated as income for federal and state taxation purposes pursuant to the Internal Revenue Code as amended.

2. Faculty and Librarians with more than three (3) but less than seven (7) years of service. Dependent children of full-time faculty members and librarians with three (3) years but less than seven (7) years of continuous service exclusive of approved leaves in this capacity with the College are eligible for:

- a. Same as 1.a., 1.b. and 1.c. above
- b. Same as 1.d. and above except that the annual grant shall be one-fifth (1/5) of the tuition of the Rhode Island School of Design.

3. Spouses or domestic partners of the full-time faculty members and librarians with three (3) years' service in this capacity with the College are eligible for the benefits described in 1.a., and 1.b. above. In addition, spouses, domestic partners, and dependent children up to age twenty-six (26) may, with permission of the instructor, attend any class at RISD as a special student for credit, provided that no tuition-paying student is displaced and that all lab fees are paid.

4. Full-time faculty members and librarians may audit courses in the undergraduate program at the College at no cost.

5. Full-time faculty members and librarians are members of the Museum of Art, Rhode Island School of Design. Membership fee is waived.

6. Full-time faculty members and librarians may take Continuing Education courses at no tuition cost, provided that all lab/materials/model fees are paid.

7. Faculty on approved leaves of absence remain eligible for the foregoing tuition benefits.

D. Life Insurance Program.

The College will pay the full costs of Group Life Insurance for full-time faculty and librarians in the amount of: \$50,000.00 (non-decreasing).

E. Retirement Program.

The College will offer an open architecture 403(b) plan with TIAA-CREF as the single source record keeper. The College will pay the full costs of the TIAA College Retirement Plan until retirement and contribute ten percent (10%) of your eligible compensation up to the social security taxable wage base, and then fifteen percent (15%) of your eligible compensation above the social security wage base, subject to IRS compensation limits. Continuous full-time service at another institution of higher education will be credited toward the two-year waiting period for participation in the retirement program.

In the event the College believes the Plan Administrator has a fiduciary obligation to change vendors (record keepers), the Union will participate in good faith discussions with the College about making such changes.

F. Dental Benefits.

The College will pay the full cost of the Delta Dental Plan in effect for faculty members and librarians. The Delta Dental maximum shall be \$1,200.00 per year. By mutual agreement of the parties, alternative/equivalent dental insurance coverage by another carrier/provider maybe established.

G. Employee Assistance Plan.

The College shall provide an Employee Assistance Program to all full-time faculty members and librarians.

H. Funding for Professional Development

1. Education in New Technologies.

(1) During each of the three (3) years of this Agreement, the College shall provide \$10,000.00 to be used for educating faculty members and librarians in the use of new technology in their disciplines.

2. Tuition Assistance Plan.

(1) Faculty members and librarians shall be entitled to participate in the College's Tuition Assistance Plan in place at the time of ratification of the 2019-2022 Agreement, subject to any changes made necessary by legal or regulatory requirements.

3. Materials Fund.

(1) During each of the three years of this Agreement, the College shall reimburse post-critical review faculty and librarians up to \$600.00 per member and pre-critical review faculty and librarians up to \$750 per member for expenditures for books, materials, and professional organization dues needed for their professional development.

This reimbursement shall be limited to expenditures which fall under Internal Revenue Service guidelines for legitimate business expenses.

## ARTICLE XV **Sabbatical and Pre-Critical Review Leave**

The purpose of sabbatical leave and pre-critical review leave is to make it possible for a full-time member of the College faculty or librarian to be released from regular academic responsibilities in order to devote time to creative work, research, or writing which will improve their professional status as well as their contributions to the College as an artist, designer, scholar and teacher or librarian.

### A. Pre-Critical Review Leave.

Pre-critical review leave for one semester plus Wintersession at full pay and benefits will be granted following completion of the third continuous year of service at RISD at a time mutually convenient to the faculty member and the department but before the critical review year. The faculty member shall, in consultation with their Department Head, prepare Appendix E, complying with the standards contained in the introductory paragraph above, describing the activity to be pursued during the leave. The statement should be submitted by December 15th of the academic year preceding the leave. The Department Head shall present the statement to the Dean for approval. Faculty members who take such leave will be eligible for their initial sabbatical leave in their eighth (8th) year of service as set forth below.

Faculty in the probationary period who are on pre-critical review leave and whose evaluation and/or reappointment schedule would ordinarily require that they be evaluated during their leave may delay their scheduled evaluation until the term following their leave and notification of reappointment be adjusted to the next available deadline. This adjustment in schedule will not affect the timing of subsequent evaluations.

### B. Sabbatical Leave.

Sabbatical leave complying with the standard contained in the introductory paragraph of this Article above will normally be granted under the following terms and conditions:

1. Sabbatical leave will normally be granted following each six (6) years of continuous, full-time employment at the College, exclusive of approved leaves of absence. The equivalent of a full-time teaching load multiplied by six (6) years is required in order to be eligible for a sabbatical leave. Approved leaves of absence are measured in teaching units (one (1) teaching unit equals three (3) credit course) and are subtracted from the total. Parental leaves and release time from teaching count toward eligibility for sabbatical leave.
2. If a sabbatical leave is not requested by a faculty member or librarian or approved by the President for the first year of eligibility, they will remain eligible to apply for a sabbatical leave until it is granted. A sabbatical leave that has been approved by the President may be deferred at the faculty member's or librarian's request, and years of continuous, full-time employment at the College will begin to count toward the next sabbatical leave after the seventh year. However, no years of full-time employment at the College will be counted toward the next sabbatical leave beyond the first six (6) years unless the sabbatical leave for which eligibility has been earned has been requested and deferral has been approved. A sabbatical leave can only be deferred for two (2) consecutive years after which a new request for a sabbatical leave must be submitted and approved.
3. A sabbatical leave may be for either one-half ( $\frac{1}{2}$ ) year (one semester plus Wintersession) at full salary and fringe benefits; or a full year at eighty percent (80%) salary and full fringe benefits for faculty whose salary is \$80,000.00 or more and at eighty-five percent (85%) full salary and fringe benefits for faculty whose salary is less than \$80,000.00, and six (6) months at full salary and fringe benefits or twelve (12) months at eighty percent (80%) salary and full fringe benefits for librarians, whose salary is \$80,000.00 or more and at eighty-five percent (85%) salary and full fringe benefits for librarians whose salary is less than \$80,000.00.
4. If a faculty member or librarian applies for but is not granted a sabbatical leave for reasons other than the merits of their proposal, they shall be given priority over another faculty member or librarian in the following year in instances where discretion is being exercised in granting a sabbatical leave between faculty members and librarians who both have meritorious sabbatical leave proposals. The initial year of eligibility will start the accrual of time toward the next sabbatical leave.

5. Twenty-two (22) months in advance of the faculty member's or librarian's eligibility, the Provost shall notify the faculty member or librarian of such eligibility in writing. Faculty members will apply to their Department Head, and librarians to the Dean of Libraries, a reasonable time in advance—usually eighteen (18) months before the effective date of the sabbatical leave requested—and describe their proposal for the use of the sabbatical. The Department Head shall submit their recommendation along with the faculty member's proposal to the Dean. Faculty in Experimental and Foundation Studies will apply directly to the Dean of Experimental and Foundation Studies. Faculty who are Department Heads will apply directly to their Deans. The deans or the Dean of Libraries shall submit their recommendations along with the faculty member or librarian proposals to the Provost according to the chronology and schedule of deadlines published by the Office of Academic Affairs. The Committee on Faculty Appointments shall review the proposal and shall endorse or reject the Dean's or Director's recommendation. These recommendations shall be forwarded to the Provost; the Provost will make a recommendation to the President for a decision. Notification of this decision will be given to the faculty member or librarian in writing no later than May 15 of the year in which the application was submitted.

6. All proposals for sabbatical leave must meet the standards set forth in paragraph 1 above. Approval may be affected by the number of applicants within the program, department, division, or the feasibility of covering the classes of the applicant, financial considerations or other reason. The final decision concerning the granting or denial of sabbatical leave shall be made by the President and shall not be arbitrary or capricious.

7. Faculty members or librarians shall not accept teaching appointments at any other institution or otherwise be employed for remuneration, other than outside professional employment to no greater extent than the faculty member or librarian had engaged while teaching or working in the library full-time, during the term of a sabbatical leave without written permission from the President; however, it is understood that in unusual circumstances, faculty members or librarians may include teaching at another institution or other employment for remuneration in excess of any outside professional employment in which the faculty member or librarian had been engaged while teaching or working in the library full-time as a part of their sabbatical proposal.

8. Faculty members and librarians should conform during sabbatical leave with the proposals for the use of the sabbatical as approved by the President. Failure to comply with terms of the grant of the sabbatical leave may result in forfeiture of all compensation during the period of the sabbatical. Sabbatical proposals may be amended at any time during the sabbatical leave by mutual agreement between faculty member or librarian and the President.

9. Upon completion of a sabbatical leave a faculty member or librarian shall report on their activities to their Dean or the Dean of Libraries and share their findings or work through lectures or exhibitions with the larger community of the College. A copy of the report to the Dean or Dean of Libraries shall be forwarded to the Provost.

10. Post-critical review faculty who are on sabbatical and whose evaluation schedule would ordinarily require that they be evaluated during their sabbatical year may delay their scheduled evaluation until the Fall following their sabbatical. This adjustment in schedule will not affect the timing of subsequent evaluations.

C. Administrative leave granted to non-bargaining unit members shall not affect the number of sabbatical or librarian leaves granted.

## ARTICLE XVI Leaves of Absence

### A. Academic Leave for Faculty Members and Librarians.

Academic leave of absence without pay may be granted to faculty members and librarians for a period up to one year. Applications shall be based on one or the more following:

1. faculty member's or librarian's individual research;
2. course of studies to be pursued;
3. a grant or fellowship.

The faculty member or librarian shall submit their application to the appropriate Dean or the Dean of Libraries a reasonable time in advance, usually by March of the academic year prior to the academic year in which leave is to commence. The Dean shall submit their recommendation along with the appropriate faculty member or librarian proposal to the Provost within fifteen (15) calendar days of receiving the proposal. The Provost will make their decision as expeditiously as possible. Notification of this decision will be given to the faculty member or librarian in writing. The final decision concerning the grant or denial of academic leave shall not be arbitrary or capricious.

### B. Parental Leave and Family Leave.

1. Parental leave and family leave will be granted to faculty members or librarians, with notice to the Dean and the Provost or Dean of Libraries as provided below, for a period of not more than two (2) semesters plus Wintersession. The faculty member or librarian shall give at least thirty (30) days notice of the intended date upon which the parental leave or family leave shall commence and terminate if the need is foreseeable based on an expected birth or placement of a child or planned medical treatment. If thirty (30) days is not practicable because of a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. Parental leave or family leave shall be without pay; provided, however, that accrued, paid leave which is otherwise available to the faculty member or librarian under the circumstances may be used. (The use of such paid leave shall not extend the duration of the leave entitlement pursuant to this provision.) During any parental leave or family leave, the College will maintain the faculty member's or librarian's health insurance under the same terms and conditions as if the faculty member or librarian had not taken leave. If the faculty member or librarian fails to return to work following the leave except because of a recurrence, continuation, or onset of a serious health condition which would have otherwise entitled the faculty member or librarian to leave or because of other circumstances beyond their control, the College shall be entitled to recover from him or her the cost of the health insurance coverage maintained during the leave.

- a. The College may require that the faculty member or librarian provide written certification of the serious health condition from a physician caring for the person who is the reason for the leave, which certification shall specify the probable duration of the leave. The College may also require periodic reports from the faculty member or librarian regarding their status and intention to return to work.
  - b. "Parental leave" means leave by reason of the birth of a child or the adoption or placement in foster care with the faculty member or librarian of a child under eighteen (18) years of age.
  - c. "Family leave" means leave by reason of the serious health condition of a family member.
  - d. "Family member" means a parent, spouse, domestic partner, child, mother-in-law, father-in-law or the faculty member or librarian themselves.
  - e. "Serious health condition" means a disabling physical or mental illness, injury, impairment or condition that involves inpatient care in a hospital, nursing home or hospice, or outpatient care requiring continuing care or treatment or supervision by a health care provider.
  - f. "Domestic partner" means a domestic partner as defined by Blue Cross/Blue Shield for purposes of health insurance coverage.
  - g. Other family circumstances not covered by the foregoing parental and family leave may be covered by the other personal leave provision in Article XVI.E.
2. Disability by reason of pregnancy is a disability for purposes of Article XIV B.

C. Jury Duty.

A faculty member who is summoned for jury service during a period when they are scheduled to teach shall request a postponement of such jury service to a time when the faculty member will not be engaged in teaching duties. A faculty member or librarian who is engaged in jury duty will continue to be paid their faculty or librarian salary. If such jury duty occurs during the academic year, the faculty member is expected to perform any normal non-teaching duties during any period when they are excused from jury duty for one day or more. Librarians on jury duty are expected to report to work during any period when they are excused from jury duty for one day or more.

D. Bereavement.

A faculty member or librarian who is absent because of the death of a husband or wife, father or mother, grandmother or grandfather, brother, sister, son or daughter, father-in-law or mother-in-law, son-in-law or daughter-in-law shall receive full pay for the period immediately following the death not exceeding five (5) calendar days. The Provost may grant up to an additional three (3) days where necessary for return travel from a funeral a great distance from the College.

E. Other Personal Leave.

At the request of a faculty member or librarian and with the approval of the Department Head and Dean or Dean of Libraries, the Provost may grant partial unpaid leave of up to half of a full-time workload for extenuating personal reasons for a period of up to two years. During this leave the faculty member or librarian will receive a pro-rated salary dependent on the number of courses taught for a faculty member or hours worked for a librarian. Health care coverage and other benefits would remain unchanged during this leave with the exception of the RISD contribution to TIAA-CREF, which would be based on actual salary paid. At the end of the two years, the faculty member or librarian must either return to full-time service or resign or retire from the full-time faculty. This leave may not be requested for more than two years in every ten years of continuous service. The Association President shall be apprised in writing of the nature and duration of all such leave granted under this section at the time the leave is granted.

**ARTICLE XVII    Illness and other short term absences**

The present practice will continue with respect to absence of a faculty member due to illness, bereavement, or jury duty. The faculty member will discuss arrangements for handling of the class with the Department Head and/ or Dean as soon as possible so that the Department/Division may arrange for a substitute to cover the class.

**ARTICLE XVIII   Retrenchment**

A. Retrenchment.

The College has the right to lay-off bargaining unit members for reason of financial exigency or discontinuance or curtailment of academic program or decreasing enrollment.

B. In the event of retrenchment for reason of financial exigency or decreasing enrollment, a committee composed of three (3) faculty selected by the President of the Association and three (3) administrators appointed by the President shall be given an opportunity to study the financial exigency and/ or decreasing enrollment and make a report to the Board of Trustees with respect to the retrenchment. Upon request of this committee made with the filing of the report to the Board, the Board will invite this committee to a meeting to discuss its report with the Executive Committee or a sub-committee thereof. The decision of the Board of Trustees shall be final and binding with respect to retrenchment for reason of financial exigency and/or decreasing enrollment.

C. In the event of retrenchment for reason of discontinuance or curtailment of academic program, the Instruction Committee shall be given an opportunity to study the discontinuance or curtailment academic program and make a report to the Board of Trustees with respect to the discontinuance or curtailment of academic program. Upon request of the Instruction Committee made with the filing of the report to the Board, the Board will invite the Instruction Committee to a meeting to discuss its report with the Executive Committee or a subcommittee thereof. The decision of the Board of Trustees shall be final and binding with respect to the retrenchment for reason of discontinuance or curtailment of academic program.

D. Notice to a faculty member that they will be retrenched and the reason therefor will be given two (2) semesters before retrenchment takes effect. Upon application made within thirty (30) days of receipt of notice of retrenchment, a retrenched faculty member may bump any faculty member who is junior in

seniority to them holding any position for which the retrenched faculty member, in the judgment of the Provost, is of at least equal qualifications. The Provost's decision is subject to the grievance procedure. The faculty member who is bumped shall be retrenched effective at the time that the faculty member who is bumping would have been retrenched, i.e., two (2) semesters from the time of notice of retrenchment to the faculty member who is bumping. The bumped faculty member may bump another faculty member in accordance with the provisions of this paragraph. The second bumped faculty member shall also be retrenched effective two (2) semesters from the time of the notice of retrenchment to the first faculty member retrenched. The second faculty member who is bumped shall have no right to bump any other faculty member.

E. Within the division or department or program within which retrenchment is taking place, non- bargaining unit faculty will be retrenched prior to bargaining unit faculty members unless, in the judgment of the Provost, irreparable effect would result to an academic program. The Provost's decision is subject to the grievance procedure. Retrenchment among full-time faculty shall proceed according to seniority. Length of full-time service from date of original appointment will determine seniority. Part-time seniority will be counted if seniority among full-time faculty in the affected division, department, or program is the same.

F. Retrenched faculty members shall be placed on a preferred hiring list within their area of expertise for three (3) years succeeding the date retrenchment became effective. In the affected division, department, or program, no outside faculty will be hired until all retrenched faculty on the preferred hiring list of the said affected division, department, or program have been offered recall rights. When an offer of re-employment is made, the retrenched faculty must accept or reject such offer within thirty (30) days after it is made. If an offer of re-employment is rejected by the faculty member or there is no response to the notification, their name shall be removed from the preferred hiring list. Retrenched faculty shall be responsible for notifying the College of their current mailing address.

G. In creating the committee provided for in B above and in charging the Instruction Committee in C above, the President will provide the respective committee with relevant data related to retrenchment. All reasonable requests by the committees for additional data and information relevant to retrenchment will be honored.

H. If retrenchment for program curtailment or discontinuance results in retrenchment of full-time faculty, other programs or departments may seek to demonstrate to the President that the full-time faculty may need to be hired to compensate for any shift in enrollment. The President's decision to hire or not to hire full-time faculty in a program or department experiencing shifting enrollment is not subject to the grievance procedure. However, the President shall not hire part-time faculty in the program or department experiencing the enrollment shift equal to or in excess of one full-time equivalent faculty member to avoid hiring a full-time faculty member.

I. Only the procedural provisions of this Article will be subject to the grievance procedure other than where otherwise specifically provided in paragraphs D and E above.

## **ARTICLE XIX Academic Organization**

### **A. Faculty Organization.**

The faculty members and librarians of the College shall hold periodic faculty meetings to discuss and advise on academic and related college activities. This Faculty Organization and its standing committees, although advisory to the administration, are fully recognized by the Board. The Board will publish the current charge and composition for each standing committee and shall not amend the said charge or composition during the term of this agreement. Each committee will follow a definite schedule to insure effective transmittal of its findings. The current standing committees include:

1. Steering Committee
2. Committee on Faculty Appointments
3. Instruction Committee
4. Admissions Committee

Other Institutional committees on which faculty and librarians serve include:

1. \*Academic Standing Committee
2. Conduct Board
3. European Honors Program Committee
4. Graduate Studies Committee (reserved for Graduate Program Directors)
5. Ad Hoc Committees and other committees where appropriate

Each committee, standing or specially constituted, will report any major policy adopted or changed to the faculty meeting. Any recommendations adopted by the Faculty Organization will be forwarded to the administration. The administration will respond at a subsequent faculty meeting, to recommendations received. The authority and responsibilities of the Steering Committee and the Instruction Committee are contained elsewhere in this article and the authority and responsibilities of the Committee on Faculty Appointments are contained in Article VII above. It is understood that standing committees have an advisory role in developing and conducting the academic program and in maintaining the standards and conditions that pertain directly to instruction and research.

#### B. Faculty Meetings.

Annually, the faculty shall nominate and elect by secret ballot a chair and vice-chair of the faculty meetings. The Board will continue to provide the necessary support staff and services under the supervision of the chair and vice-chair. The Faculty Organization may set the rules and procedures for the faculty meetings.

#### C. Steering Committee.

The faculty shall elect a steering committee. The steering committee will inform the Provost as to the faculty meeting agenda.

#### D. Instruction Committee

##### 1. Meetings.

The Instruction Committee is chaired ex-officio by the Provost or their designee and is divided into three (3) subcommittees: the Academic Policies Committee, the Curriculum Committee, and the Wintersession Committee. Each of these committees consists of at least five (5) full-time faculty members of the faculty in any rank, at least one (1) from each division but no more than one (1) if the divisions number five (5) or more, elected by the faculty at large for staggered three- year terms, and two (2) full-time students, other than freshmen, appointed or elected under the regulations of the student board. The Provost will appoint the Chairs of the subcommittees from the faculty members thereof. In order to serve on the Instruction Committee, faculty must be full- time and shall not be on a term appointment.

##### 2. Duties.

a. The Instruction Committee will meet as a whole promptly after the first regular faculty meeting in the fall term and as necessary or desirable thereafter.

##### b. Academic Policies Committee

- (1) Annual review of all degree requirements, including any proposed change in degree- granting requirements or programs;
- (2) Preparing, reviewing, and authorizing suitable measures to maintain proper academic standards and reasonable uniformity of academic procedures within the College;
- (3) Annual submission of the completed education program to the faculty for review and recommendation to the Provost and submission of a semi-annual report of committee actions, but coordinated with the reports of the Curriculum Committee.

*\*This committee subject to compositional change to include faculty to be mutually agreed upon.*

c. Academic Policies Committee

- (1) Annual review of all degree requirements, including any proposed change in degree-granting requirements or programs;
- (2) Preparing, reviewing, and authorizing suitable measures to maintain proper academic standards and reasonable uniformity of academic procedures within the College;
- (3) Annual submission of the completed education program to the faculty for review and recommendation to the Provost and submission of a semi-annual report of committee actions, but coordinated with the reports of the Curriculum Committee.

d. Curriculum Committee.

- (1) Annual review of all programs which contribute to the earning of degrees;
- (2) Annual consultation with Deans (not to exclude department/program heads or other faculty concerned) who shall be present for the discussion of proposed new courses or programs. The role of the Curriculum Committee is review and recommendation with respect to proposals presented to it, not the initiation of proposals.
- (3) Annual submission to the faculty of the completed educational program for review recommendation to the Provost, and submissions of a semiannual report of committee actions, both coordinated with the reports of the Academic Policies Committee.

e. Wintersession Committee.

Oversees the arrangement of the course programs offered in Wintersession.

E. Changes in Academic Organization or Program.

Major changes in academic organization or program which are proposed by the administration and have not been submitted through normal Instruction Committee procedures must be presented through the following Instruction Committee procedure. The administration will submit its proposal to the Instruction Committee with copy simultaneously presented to the Faculty Organization. The Instruction Committee, as a whole or through its two subcommittees, will consult with the faculty and students of the affected division or divisions for review and discussion of the proposed changes. The Instruction Committee shall have up to forty-five (45) calendar days to study the proposal and present recommendations to the faculty meeting. The Faculty Organization shall have up to forty-five (45) calendar days from the faculty meeting at which it receives the Instruction Committee's recommendations, (or from the expiration of the up to forty-five (45) day period for study by the Instruction Committee in the event that the Instruction Committee does not make a report within said period) to study the proposal and make recommendations to the Academic Affairs Committee of the Board. If the Instruction Committee determines that a change being initiated by the administration without complying with this article is a major change the Instruction Committee may initiate a grievance. The Instruction Committee as a whole may, if the Faculty Organization deems appropriate, meet with the Academic Affairs Committee of the Board for the purpose of presenting and discussing its recommendations. After due consideration of these recommendations, or after the expiration of the time for submission of such report and recommendations, the Board may take final action on the proposed changes and will formally report any changes decided upon to the Faculty Organization before implementation.

1. A proposal for a change in academic organization must be presented to the Faculty Organization during the regular academic year and the time limitations referred to above apply to normal academic session and do not include vacations or the summer recess.
2. If the proposed change in academic organization or program involves elimination or replacement of bargaining unit faculty then the change shall be considered a curtailment of academic program and Article XVIII Retrenchment shall apply.

**ARTICLE XX Department Heads/Graduate Program Directors**

Department Heads:

A. Academic Department Heads are appointed by the College upon recommendation of the Dean of the division in consultation with the faculty of the department.

B. The duties of the Department Head may, if applicable, include the following:

1. Effective and efficient administration of their department
2. Facilitation of the physical and material needs of the department

3. Initiative in curriculum and/or program development and planning
4. Performance evaluation of all full-time faculty in the department
5. Communication between the faculty and the Dean, Provost and President including periodical meetings within the department
6. Guidance to faculty with respect to their teaching performance as well as their development as artists, designers, and scholars
7. Intellectual leadership within the department

C. While the faculty duties of the Department Head remain confined to the academic year as defined in Article X Section A.11., the administrative duties of the Department Head may from time to time, require the attention of the Department Head during other times of the year.

D. Service as a Department Head shall be considered as college service for purposes of a faculty member's evaluation by their dean.

Graduate Program Directors:

E. Graduate Program Directors are appointed by the College upon the recommendation of the Dean of the division in consultation with the Department Head and faculty of the department.

F. The duties of the Graduate Program Director may, in part, include the following:

1. Effective and efficient administration of the graduate program
2. Management and facilitation of the physical and material needs of the program, in coordination with department budget as determined by Division Dean and Department Head
3. Initiative in curriculum and/or program development and planning
4. Communication with the Department Head, Division Dean, Office of Graduate Studies, and the faculty, including periodical reports at meetings within the department
5. Guidance to faculty with respect to curricular/program objectives
6. Intellectual leadership within the program

G. While the faculty duties of the Graduate Program Director remain confined to the academic year as defined in Article X Section A.11., the administrative duties of the Graduate Program Director may, from time to time, require attention during other times of the year.

H. Service as a Graduate Program Director shall be considered as college service for purposes of a faculty member's evaluation by their dean.

## **ARTICLE XXI Grievance Procedure**

A. A grievance is any complaint by an individual faculty member or librarian and/or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

B. The following procedure shall apply for the presentation and disposition of all grievances.

Step 1. A faculty member or librarian shall first discuss any alleged grievance informally with their Dean or the Dean of Libraries. The Dean or Dean of Libraries will attempt to resolve the grievance at this level,

Step 2. If the issue is not resolved during informal discussion with the Dean or Dean of Libraries it may be presented to the Vice President for Human Resources as a formal grievance in writing within the time prescribed by Section D hereof. The Vice President for Human Resources shall meet with the grievant within ten (10) calendar days and render a written decision within ten (10) calendar days of the meeting.

Step 3. If the aggrieved person is not satisfied with the disposition of the grievance at Step 2, or if no decision is rendered within ten (10) calendar days from the meeting with the Vice President for Human Resources, they may appeal the decision of the Vice President for Human Resources for their lack of action directly to arbitration.

Notice of intention to request submission to arbitration must be in writing and sent by certified mail, return receipt requested to the Vice President for Human Resources, not later than either fifteen (15) calendar days following the decision of the Vice President for Human Resources or fifteen (15) calendar days following the expiration of ten (10) calendar days from the meeting with the Vice President for Human Resources, whichever shall first occur. . If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association.

C. If a grievance affects a group or class of faculty members or librarians, the Association may submit such grievance in writing to the Vice President for Human Resources within the time prescribed by Section D. hereof.

D. A grievance must be presented to the Vice President for Human Resources as a formal grievance in writing within twenty-one (21) calendar days of the occurrence of the cause for complaint or if neither the aggrieved faculty member nor librarian nor the Association had knowledge of said happening, then within twenty-one (21) calendar days of the first such knowledge by either the aggrieved faculty member or librarian or the Association. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement shall be conclusively waived by reason of failure to process within the time limits provided. If a grievance decision is not received within the prescribed time limits, it may then be appealed to the next level.

E. The College and the Association, by mutual agreement in writing, may extend time limits or waive any or all of the steps cited above. Grievances filed or in process during the Winter Break shall be held in abeyance until the Winter Break is concluded, unless otherwise agreed.

F. Reasonable requests for factual data relevant to the grievance will be honored.

G. The decision of the Arbitrator shall be final and binding. However, the Arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

H. The Association may assist a faculty member at any level of the grievance procedure.

I. Only the Association may process a grievance beyond Step 1 and may do so even though the aggrieved person does not wish to.

## **ARTICLE XXII No Strike—No Lockout**

The Association will not call, cause or sanction, nor will the members of the bargaining unit engage in any strike, sympathy strike, picketing or work stoppage, nor will the college lockout its employees, during the term of this agreement.

## **ARTICLE XXIII Alteration of Agreement**

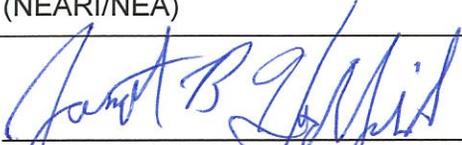
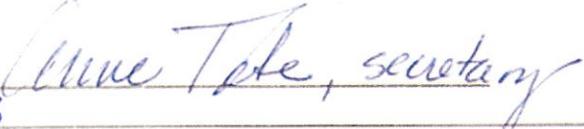
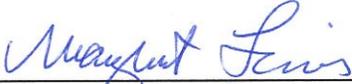
A. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless modified, amended, or altered in writing and signed by both parties.

B. Both parties agree that this Agreement covers all arrangements concerning wages, hours, and terms and conditions of employment that are to be in effect during the term of this Agreement. Therefore, both parties agree that no further obligations exist to bargain collectively about wages, hours, or terms and conditions of employment prior to the expiration of this Agreement, unless both parties agree otherwise.

**ARTICLE XXIV Duration**

This agreement and each of its provisions, except as otherwise specifically provided, shall be binding and effective as of July 1, 2019, and shall continue in full force and effect until the 30th day of June 2022.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of this 3<sup>rd</sup> day of September 2019.

RHODE ISLAND SCHOOL OF DESIGN	RHODE ISLAND SCHOOL OF DESIGN FULL-TIME FACULTY ASSOCIATION (NEARI/NEA)
 Rosanne Somerson, President	 Jonathan Highfield, President
 ROBERT BRINKLERHOFF, DEAN, FINE ARTS	 Anne Tote, secretary
 Margaret Lewis, Director, Acad. Admin	 Joseph M. S., vice president
 VP, Human Resources	
 Director of Labor Relations	 [unclear] treasurer

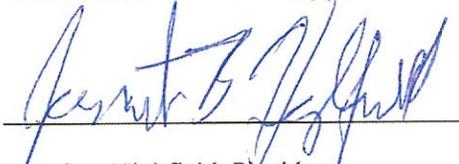
Side letter to the July 1, 2019-June 30, 2022 collective bargaining agreement

During the term of the July 1, 2019-June 30, 2022 agreement, the Department Heads of Illustration, Architecture, Graphic Design, Industrial Design, the Theory and History of Art and Design, History, Philosophy, and the Social Sciences, and Literary Arts and Studies will receive one additional TU release per year to be assigned to a departmental faculty for specified administrative tasks to assist the Department Head in their designated duties.

In addition, a pool of five TUs each year of the July 1, 2019-June 30, 2022 agreement will be administered by the Division Dean and Office of the Provost for projects intended to ease the administrative, curricular planning or programmatic burden on Department Heads. Department Heads wishing to request a TU release for this purpose may apply to the Vice Provost using the teaching release form found on the Academic Affairs website.

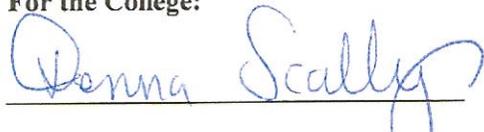
No single faculty will receive more than a three TU releases for administrative duties per year.

**For the Full-Time Faculty Association:**

  
Jonathan Highfield, President

7/11/19  
Date

**For the College:**

  
Donna Scally, Director of Labor Relations

7/11/19  
Date

# APPENDIX A CRITERIA FOR FACULTY PERFORMANCE

Basic to the consideration of any faculty contract renewal or promotion is the continuing value and usefulness of a faculty member to the advancement of the educational goals of, and to the general quality of, the Rhode Island School of Design. During the review process, these criteria and evaluations are intended to assist faculty in improving their effectiveness as artist, designers, scholars and teachers, while at the same time providing a mechanism for the accumulation of supportive material for the purpose of the reappointment and promotion procedures.

The general criteria for renewal and promotion fall within four categories:

- (1) ability and effectiveness as a teacher
- (2) professional status
- (3) college service
- (4) community engagement

In the reappointment and promotion procedure, a faculty member must demonstrate through the accumulated reviews and the reappointment and promotion review, that they have maintained a high degree of excellence in (1) ability and effectiveness as a teacher; (2) professional status; (3) college service, and/or; (4) community engagement.

While a faculty member must exhibit an overall high degree of excellence in at least three of the four general categories, they need not necessarily show excellence in each of the subareas delineated below. The specific weight assigned to the areas and subareas, in terms of the devotion of time and effort, may vary within the permissible ranges outlined in the Faculty Report (Appendix B) and will be determined by the division dean in consultation with the faculty member.

## I. Ability and Effectiveness as a Teacher

a. Ability to impart to the students the principles that are basic to the subject and to inspire and stimulate a creative engagement within these principles.

- (1) review of syllabus for each course where a syllabus is appropriate.
- (2) class visitations at times arranged at least one week in advance;
- (3) review of student work;
- (4) student evaluations of teaching as may be gained through an evaluation instrument acceptable to both the College and the Association (Appendix F)

b. Concern with the development of the student and availability for advisement and consultation outside of assigned studio and classroom hours.

- (1) posting and availability for advising hours;
- (2) review of advising activity through faculty record of such activity and through student evaluations of faculty advising;
- (3) referrals to and conferences with Student Affairs Office.

c. Teaching Responsibilities.

- (1) meeting classes on time and as scheduled;
- (2) attending to material need of the courses (ordering of equipment, arrangement for trips, etc.);
- (3) demonstrated concern for equipment maintenance and safety for students working in shop areas;
- (4) timely preparation of accurate course description (where appropriate);
- (5) timely preparation of detailed course syllabus and distribution of same to students, when appropriate (not daily lesson plans);
- (6) timely and thorough grading and evaluation of students.

d. Relationship to the educational goals and general needs of the College.

- (1) overall health/effectiveness of the program and division;
- (2) overall assessment of faculty member as they relate to the future usefulness within the College;
- (3) contribution to program development (where appropriate);
- (4) planned curriculum changes in program and division (where appropriate);
- (5) relationship of course goals to programs and division goals.

## II. Professional Status

### a. Professional activity and accomplishment (Full bibliographical citation required, as appropriate).

- (1) original work, or documentation of work in digital, photographic media or printed form;
- (2) manuscripts;
- (3) shows;
- (4) publications;
- (5) invitations, consulting, etc.;
- (6) juror, visiting critic;
- (7) professional membership and offices held;
- (8) honors, awards, reviews;
- (9) work in progress;
- (10) lectures and/or other presentations;
- (11) research; and
- (12) general reputation in field (established by some agreed-upon criteria)

### b. Educational advancement

- (1) seminars attended;
- (2) courses taken;
- (3) certificates;
- (4) degrees; and
- (5) attendance at conferences.

## III. College Service

### a. Academic responsibilities beyond teaching assignments and required attendance at faculty meetings, convocations and graduation, unless excused.

- (1) committee work; and
- (2) administrative work.

## VI. Community Engagement

### a. Public service activities.

# APPENDIX A(2)

## CRITERIA FOR LIBRARIAN PERFORMANCE

Basic to the consideration of any librarian evaluation, critical probationary review, or promotion is the continuing value and usefulness of the librarian to the advancement of the educational goals of, and to the general quality of, the Rhode Island School of Design. During the review process, these criteria and evaluations are intended to assist librarians in improving their effectiveness as librarians, while at the same time providing a mechanism for the accumulation of supportive material for the purpose of the evaluation, critical probationary review, and promotion procedures.

Librarians serve essential roles in the education of students at RISD. These roles vary according to the different services that librarians provide. The sections below address the general criteria for librarian performance. The general criteria for evaluation, critical probationary review, and promotion fall within four categories:

- (1) ability and effectiveness as a librarian/educator
- (2) professional status
- (3) college service
- (4) community engagement

In the evaluation, critical probationary review, and promotion procedure, a librarian must demonstrate through the accumulated reviews and the promotion review, that they have maintained a high degree of excellence in (1) ability and effectiveness as a librarian; (2) professional status; (3) college service, and/or; (4) community engagement.

While a librarian member must exhibit an overall high degree of excellence in at least three of the four general categories, (one of which must be ability and effectiveness as a librarian) they need not necessarily show excellence in each of the subareas delineated below. The specific weight assigned to the areas and subareas, in terms of the devotion of time and effort, may vary within the permissible ranges outlined in the Librarian Report (Appendix H) and will be determined by the Dean of Libraries in consultation with the Librarian.

## I. Ability and Effectiveness as a Librarian/Educator

a. Where appropriate, ability to impart to the students the principles of information literacy which include identifying, locating, evaluating, and thinking critically about textual and visual information. Ability to inspire and stimulate creative engagement with visual, print, and electronic resources.

- (1) review of resource guides, tutorials, and other teaching handouts, where appropriate.
- (2) class visitations at times arranged at least one week in advance, where appropriate.
- (3) record of service as critics of student work when requested by faculty.

b. Support with the information needs of the learning community.

- (1) record of consultations, appointments, liaison efforts and reference assistance and individual or group assistance using annual statistical reports.

c. Development of collections, services and/or programs appropriate to the curriculum and information needs of the learning community.

- (1) record of acquisition, description, preservation and maintenance of Library resources.
- (2) outreach to the learning community through innovative and effective programs and services.
- (3) collection and analysis of data on patterns of use of library resources and services to assess effectiveness.

d. Management responsibilities, where appropriate. Provide records of:

- (1) annual reports.
- (2) timeliness and completion of staff evaluations.
- (3) overall effectiveness of library program and department.

e. Relationship to the educational goals and general needs of the College.

- (1) develop and promote the library as a place for inquiry, inspiration, and research.
- (2) facilitate and promote the library resources and services.
- (3) contribution to program development (where appropriate).
- (4) identify, investigate, and develop resources and services in response to new and changing research needs.

f. Goals and objectives as agreed upon in annual conferences with the Dean of Libraries.

## II. Professional Status

a. Professional activity and accomplishment (Full bibliographical citation required, as appropriate).

- (1) original work, or where no possible digital images or photographs of work;
- (2) manuscripts;
- (3) shows;
- (4) publications;
- (5) invitations, consulting, etc.;
- (6) juror, visiting critic;
- (7) professional membership and offices held;
- (8) honors, awards, reviews;
- (9) work in progress;
- (10) lectures and/or other presentations;
- (11) research; and
- (12) general reputation in field (established by some agreed-upon criteria)

b. Educational advancement

- (1) seminars attended;
- (2) courses taken;
- (3) certificates;
- (4) degrees; and
- (5) attendance at conferences.

## III. College Service

a. Academic responsibilities beyond teaching assignments and required attendance at faculty meetings, convocations and graduation, unless excused.

- (1) committee work; and
- (2) administrative work.

## VI. Community Engagement

a. Public service activities.

# APPENDIX B FACULTY REPORT

Current Semester  Last Semester of Report

Name

Department and Division

General Criteria	Permissible Range		Criteria Percentage
	Department Head	All Other Faculty	
Ability and Effectiveness as a Teacher	30-50%	50-75%	<input type="text"/> %
Professional Status	10-30%	20-40%	<input type="text"/> %
College Service	35-60%	5-30%	<input type="text"/> %
Community Engagement	0-25%	0-30%	<input type="text"/> %

*Note: Before completing form, review APPENDIX A.*

*To reviewers: see attached record of courses/enrollments/required-elective status taught and number of students tutored in independent/collaborative study since last review (as provided by Academic Affairs).*

**Ability and Effectiveness as a Teacher**

1. Discuss your current teaching philosophy and provide a brief reflective narrative of your teaching including successes, considerations, and adjustments made. Provide copies of all syllabi.

2. Have you reviewed your student evaluations for the courses taught since your last review?

Yes     No

Reflect on the feedback provided by the evaluations.

3. Summarize your advising activities including posted hours, and group and individual meetings. Provide a general description of the nature and frequency of contact and communications with your advisees, tools and resources you use.



4. If applicable, describe and reflect on any College projects for which you received release time.



**Professional Status****A. Professional Activities and Accomplishments**

1. Briefly describe your creative/scholarly/research practice, including work in progress, and if applicable, the relationship of this work to your teaching. If your work includes collaborations, describe the nature of your contributions to joint projects.

2. Cite work produced, presented, shown or published since last report. Attach copies of publications or reviews, if any.

3. List consulting, juror, visiting critic, professional memberships and offices held as well as any honors or awards or other professional activities since last report.

**B. Educational Advancement**

1. List seminars, workshops, or courses taken and certificates and degrees received since last report.

**College Service**

1. Reflect on your participation in committees and your ability and effectiveness in administrative assignments since last report.

2. Describe non-committee and non-administrative college service activities undertaken since last report (where appropriate) including department and division service (e.g. organization of exhibitions, lectures series, colloquia, curricular development).

3. Indicate attendance at committee meetings, department meetings, the Faculty Meetings, Convocation and Commencement.

**Community Engagement**

1. Review community engagement activities undertaken since last report (where appropriate).

**Comments**

Indicate here or on a separate sheet of paper additional material, thoughts, and observations not included above.

**Faculty Member's signature**

**Date completed**

*Day/Year*

# APPENDIX C

## DEPARTMENT HEAD'S/DEAN'S REPORT

Current Semester  Last Semester of Report

Faculty Member

Department/Program

Department Head/Dean

The **objectives** of the Department Head's/Dean's Report are:

- a) to assist the faculty member in the evaluation of their performance as a member of the teaching staff at RISD; and
- b) to assist supervisors in decision-making processes in regard to reappointment and promotion.

*Note: The Department Head and/or Dean reviews the faculty member's Report including any attachments to it. After the form is completed, it shall be read by the faculty member and discussed with them, at which time both parties must sign the form and forward it to the appropriate Dean or the Provost. The faculty member will be provided with a copy of the signed form. Any subsequent changes on the form must be initialed by the faculty member and the evaluator. The signature means that the material has been read; it does not necessarily mean agreement.*

### General Criteria

- The percentage indicated on the Report accurately reflects my understanding with the faculty member for the period covered.
- The percentage indicated on the Report does not accurately reflect my understanding with the faculty member. It should be:

*Check the appropriate boxes.*

General Criteria	Permissible Range		Criteria Percentage
	Department Head	All Other Faculty	
Ability and Effectiveness as a Teacher	30-50%	50-75%	%
Professional Status	10-30%	20-40%	%
College Service	35-60%	5-30%	%
Community Engagement	0-25%	0-30%	%





3(c). Based on review of student work, indicate faculty member's performance by circling a number:

1
2
3
4
5

*Inadequate*
*Outstanding*

*If any item is inapplicable or there is not sufficient information to make a judgment, simply indicate this under comments and do not circle a number.*

4(a). Have you reviewed the student evaluations for the courses taught this review period?

Yes     No

4(b). Provide a brief narrative of your observations from reading the student evaluations and indicate communication with faculty about any issues.

4(c). Based on all the student evaluations available, rate the faculty member's teaching performance by circling one number:

1
2
3
4
5

*Inadequate*
*Outstanding*

5(a). Rate the faculty member's performance in each of the following by circling one number for each:

I. Meeting classes on time and as scheduled:

1
2
3
4
5

*Inadequate*
*Outstanding*

II. Initiates requests for the material needs of the courses:

1
2
3
4
5

*Inadequate*
*Outstanding*



6. Comment on contribution to the department in the following categories where appropriate:

- 1. Overall health/effectiveness of the department/division
- 2. Contribution to curriculum/program development
- 3. Relationship of the course objectives to departmental/divisional objectives.

**Professional Status**

1. The professional status part of the faculty member's Report appears to be accurate.

Yes     No



### College Service

1. The committee work indicated on the Report submitted by the faculty member is accurate.

Yes  No

2. Please comment on the faculty's engagement in college service below:

3. Indicate the faculty member's attendance at meetings, Convocation, and Commencement by circling one number:

1 2 3 4 5

*Inadequate* *Outstanding*

*If any item is inapplicable or there is not sufficient information to make a judgment, simply indicate this under comments and do not circle a number.*

### Community Engagement

1. The Community Engagement part of the faculty member's Report is accurate. Comment if appropriate.

Yes  No

Please use the space provided for any additional comments, suggestions, or concerns about the faculty member and their activity in any category. Provide details and indicate what actions the faculty member might take to act on your comments.

If a faculty member has not demonstrated a high degree of excellence in any appropriate category, state the evidence for your reservations in detail, and indicate what actions the faculty member might take to improve their performance to meet the required standards.

Faculty past Critical Review, Department Heads and Deans should be aware that anything written in this area will automatically trigger annual reviews (see Article VII B. 3.) for the duration of the faculty member's contract. This can lead to (1) the faculty member not receiving a waiver for reappointment and (2) the faculty member being required to prepare a dossier for reappointment review by the CFA (see Article VII. B. 5.).

**Department Head's/Dean's signature**

**Date completed**

*Day/Year*

The Dean and Department Head must complete this evaluation by the end of April of each academic year for faculty members in the probationary period, or by the end of November of the following academic year for faculty who are past critical review, unless the faculty member is otherwise evaluated for purposes of promotion or reappointment.

**Faculty Member's Name**

**Date completed**

*Day/Year*

I have read this report and discussed it with the supervisor. I shall/shall not submit a written response to it within five days. Signature does not mean that the faculty member agrees with the evaluation.

**Faculty Member's signature**

**Date completed**

*Day/Year*

# APPENDIX D

## EVALUATION OF ADMINISTRATORS BY MEMBERS OF THE FACULTY OR LIBRARIANS

Academic Year

Name of Administrator

Department or Division

Administrative Position

The **objectives** of the administrator's evaluation by faculty are:

- a) to assist the individual in the self-evaluation of their performance as an administrator (Please note that their performance as a member of the teaching staff at RISD will be evaluated separately.)
- b) to assist the President and the Provost in their evaluation of the administrator

*Note: It is required that this form be completed each year by the faculty members and librarians for the evaluation of Department Heads, Deans, and Dean of Libraries. The form must be forwarded by May 1 directly to the Provost. The Provost will give every report to the President. Each faculty member/librarian must sign the form. The signature portion of the form will be removed by the Provost before they share the report with the administrator being evaluated.*

### General Criteria

All questions relate to the current job description for Department Heads, Deans and/or Dean of Libraries. They relate to the administrative portion of their duties at RISD.









8. When evaluating Deans/Dean of Libraries, please comment on the following areas if appropriate. Do you consider the following areas supportive of your teaching efforts at Rhode Island School of Design? (If you evaluate Department Heads and Deans, please complete this section only once.)

*If any item is inapplicable or there is not sufficient information to make a judgment, simply indicate this under comments and do not circle a number.*

Museum

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Library

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Registrar

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Business Office

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Security

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Purchasing

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Bookstore

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Physical Plant

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Career Services

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Work Study

<input type="radio"/>				
1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Metcalf Supply

1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Academic Affairs

1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

*If any item is inapplicable or there is not sufficient information to make a judgment, simply indicate this under comments and do not circle a number.*

Administrative Services

1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Student Affairs

1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Finance

1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Development

1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Office of the President

1	2	3	4	5
<i>Inadequate</i>				<i>Outstanding</i>

Other \_\_\_\_\_

Comments

Faculty Member's signature

Date completed

*Day/Year*

# APPENDIX E

## APPLICATION FOR FACULTY OR LIBRARIAN SABBATICAL LEAVE OR FACULTY PRE- CRITICAL REVIEW LEAVE

Name of Applicant

Department/Program

Academic Rank/Position

Period during which Sabbatical or Pre-Critical Review Leave requested:

The purpose of Sabbatical or Pre-Critical Review Leave is to make it possible for a full-time member of the Rhode Island School of Design Faculty or Librarian to be released from regular academic responsibilities in order to devote time to creative work, research, or writing which will improve their professional status as well as their contributions to the Rhode Island School of Design as an artist, designer, scholar and/or teacher or librarian.

Check one:

- Pre-Critical review leave (one semester plus wintersession) for faculty in their probationary period
- ½ year sabbatical (one semester plus wintersession) for faculty, six (6) months for librarian at full salary and fringe benefits
- one year sabbatical at percentage of salary as defined in Article XV, B. 2. c of the Collective Bargaining Agreement, and full fringe benefits

Length of continuous full-time employment at RISD exclusive of approved leaves of absence:

Date of last RISD sabbatical leave, if applicable:

Category:

- Creative Work     Research     Writing

Describe in detail the activities which you propose to undertake during your sabbatical leave relating your intentions to creative work, research or writing.

# APPENDIX F

## STUDENT EVALUATION OF COURSE, FACULTY, AND FACILITIES

**A. Purpose and Use of Student Evaluations.** Student evaluation of course, faculty, and facilities serves two essential purposes:

1. The primary function is to assist the faculty member in evaluating the content, structure, and presentation of the course; and
2. The second function is to assist the College by forming part of the process by which the faculty member's ability and effectiveness as a teacher is evaluated. It should be emphasized that student evaluations are not to be used as the sole means of evaluating ability and effectiveness as a teacher. No adverse decision concerning reappointment, promotion, sabbatical leave, or salary review may be made primarily on the basis of student evaluations.

**B. Student Evaluation Process and Procedures.** During each semester and wintersession, the Office of Academic Affairs shall prepare a set of student evaluation forms for each course offered. There shall be one form for each student registered in the course. The class name and number and the instructor's name shall be printed on the form, and the student's name shall be printed on a perforated, numbered tab. The number on the tab shall correspond to a number on the form itself. There shall be a space on the form for a student signature. On the tab shall appear the following: "this tab with your name on it will be removed before the faculty member sees it. There is a space on the form for you to sign but a signature is not required." There shall be a roster of the class attached to the envelope which holds the forms.

Fourteen (14) calendar days before the last scheduled day of classes, the faculty will receive the envelopes containing the evaluation forms in their mailboxes. During that period, at a time convenient to the faculty member, each faculty member shall distribute the correct form to each student, checking off the student's name on the roster attached to the container envelope. The faculty member will then leave the room and shall not be present during the evaluation process. A student designated by the faculty member will collect the forms when the evaluation is finished and seal all the forms, including the unused forms, in the envelope. The student shall then deliver the sealed envelope to the Office of Academic Affairs, or to the Library when that office is closed.

The faculty member shall be responsible to see that the student evaluation forms are distributed to the students in the manner agreed upon, and to notify the Provost if the forms are not received. During the third week before the end of classes, the Provost shall send a notice to faculty telling them when to expect the forms and reminding them of their responsibilities. Students who are absent may complete forms in the Office of Academic Affairs in the period prior to grading.

The administration may change the process described in this section to another paper-based method provided that the questions in the form currently in use remain the same, that only students currently enrolled in the course can receive a form to evaluate the faculty members, that student anonymity is preserved, and that the evaluation forms are traceable, and subject to the same criteria of storage, anonymity, verification, and access contained above.

**C. Anonymity.** Upon receipt of the forms, the Office of Academic Affairs shall immediately detach the perforated tabs from all completed evaluation forms; the tabs shall be stored separately from the forms. At no time shall a faculty member be able to determine which student has filled out a particular evaluation. Should a student voluntarily sign their name to the evaluation form, said name shall not be removed.

**D. Storage and Access.** The forms will be retained in the Office of Academic Affairs for seven (7) years, after which they will be destroyed. A faculty member may obtain copies of the evaluations for their courses. Department heads, deans, and members of the Committee on Faculty Appointments may review the forms in the Office of Academic Affairs. A record will be kept of such reviews and copies.

**E. Statistical Analysis.** The College may prepare school-wide statistical analyses of student evaluations by category, including required/elective courses, term, and year. Wherever course evaluations are to be considered in making personnel decisions about a faculty member, both the number of students enrolled in a course and the number of students who have evaluated that course be reported together.

**F.** During the life of this contract, the Office of Academic Affairs may institute voluntary electronic or on-line student evaluation (subject to the same criteria of storage, and anonymity, verification, access contained herein) for those faculty members who wish to participate in such a program.

# APPENDIX G DEAN OF LIBRARIES EVALUATION

Current Semester  Last Semester of Report

Librarian

Title

Supervisor(s)

The **objectives** of this evaluation are:

- a) to assist the librarian in the self-evaluation of their performance
- b) to assist supervisors in decision-making processes in regard to reappointment and promotion.

*Note: The Dean of Libraries reviews the librarian's Report including any attachment to it. After the form is completed it shall be read by the librarian and discussed with them at which time both parties must sign the form and forward it to the Provost. The librarian will be provided with a copy of the signed form. Any subsequent changes on the form must be initialed by the librarian and the Dean of Libraries. The signature means that the material has been read; it does not necessarily mean agreement.*

## General Criteria

- The percentage indicated on the Report (Appendix H) accurately reflects my understanding with the librarian for the period covered.
- The percentage indicated on the Report (Appendix H) does not accurately reflect my understanding with the librarian. It should be:

*Check the appropriate boxes*

General Criteria	Permissible Range	Criteria Percentage
Ability and Effectiveness as Librarian	80–90%	%
Professional Status	5–15%	%
College Service	5–15%	%
Community Engagement	0–5%	%

### Ability and Effectiveness as a Librarian

List prior year's goals and assess success in reaching them.

Goal:

- 1  
*Inadequate*
- 2
- 3
- 4
- 5  
*Outstanding*

*If any item is inapplicable or there is not sufficient information to make a judgment, simply indicate this under comments and do not circle a number.*

Goal:

- 1  
*Inadequate*
- 2
- 3
- 4
- 5  
*Outstanding*

Goal:

- 1  
*Inadequate*
- 2
- 3
- 4
- 5  
*Outstanding*

Goal:

- 1  
*Inadequate*
- 2
- 3
- 4
- 5  
*Outstanding*







### Community Engagement

1. The Community Engagement part of the librarian’s Report (Appendix H) is accurate.

Yes  No

*If appropriate—see APPENDIX A.*

Comment if appropriate.

If a librarian has not demonstrated a high degree of excellence in any appropriate category, state the evidence for your reservations in detail, and indicate what actions the librarian might take to improve their performance to meet the required standards.

**Supervisor’s signature**

**Date completed**

*Day/Year*

I have read this report and discussed it with the supervisor. I shall/shall not submit a written response to it within five days. Signature does not mean that the librarian agrees with the evaluation.

**Librarian’s Signature**

**Date completed**

*Day/Year*

# APPENDIX H LIBRARIAN REPORT

Current Semester

Last Semester of Report

Name

General Criteria	Permissible Range	Criteria Percentage
Ability and Effectiveness as Librarian	80–90%	<input type="text"/> %
Professional Status	5–15%	<input type="text"/> %
College Service	5–15%	<input type="text"/> %
Community Engagement	0–5%	<input type="text"/> %

*Note: Before completing form, review APPENDIX A(2).*

## Ability and Effectiveness as a Librarian

1. Goals and objectives as listed since the last report and success in meeting them.

2. Summary of library responsibilities. Highlight the achievements and challenges since the last report.

3. Future goals and objectives.

## Professional Status

### A. Professional Activities and Accomplishments

1. Cite professional work completed since last report.

*See APPENDIX AII-a, professional activity and accomplishment, and AII-b, educational accomplishment.*

2. Summarize work in progress.

3. Indicate professional memberships and offices held as well as any honors or awards received since last report.

## B. Educational Advancement

4. List seminars or courses taken and certificates and degrees received since last report.

## College Service

1. Indicate committee and administrative assignments since last report.

2. Describe non-committee and non-administrative college service activities undertaken since last report (where appropriate), including department and division services (e.g. organization of exhibitions, lecture series, colloquia, program development).

3. Indicate attendance at committee meetings, the Faculty Meeting, Convocation and Commencement.

## **Community Engagement**

1. Review community engagement activities undertaken since last report (where appropriate).

## Comments

Indicate here or on a separate sheet of paper additional material, thoughts, and observations not included above.

**Librarian's signature**

**Date completed**

*Day/Year*