

Agreement

between

The Kendall Faculty Association

and

Kendall College of Art and Design
of Ferris State University

April 25, 2018 to August 20, 2022

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and
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Article 1 AGREEMENT AND RECOGNITION

- 1.1. **The Parties** Kendall College of Art and Design of Ferris State University (hereinafter called the College) recognizes the Kendall Faculty Association/Michigan Education Association/National Education Association (hereinafter called the Association) as the exclusive collective bargaining representative of all employees employed in any bargaining unit position (hereinafter called Faculty) represented by the Association which are stated in the recognition section below for the purposes of negotiating with respect to wages, hours, terms and conditions of employment.
- 1.2. **Recognition** All teaching faculty excluding office employees, maintenance personnel, and supervisors.
- 1.3. **Effective Date** This Agreement is entered into this 25th day of April, 2018, by and between the College and the Association.

Article 2 ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

- 2.1. **Rights** Subject only to any limitations imposed by the express and specific terms of this Agreement, the College hereby retains and reserves unto itself all powers, rights, and authority to manage, direct, and control the College and its programs, properties, facilities, and employees, including, without limiting the generality of the foregoing, the right:
 - A. to hire all faculty, to determine their qualifications and compensation and the conditions for their continued employment, and to dismiss, demote, discipline, promote, transfer, assign, lay off, and recall such faculty and to adopt reasonable policies, rules and regulations concerning such faculty;
 - B. to establish, modify, and abolish programs and courses of instruction as deemed necessary or advisable by the College;
 - C. to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of faculty and other employees with respect thereto; and
 - D. to reassign, at its discretion, deans and other administrators who hold academic rank to full-time faculty status.
- 2.2. **Responsibilities** New or vacant full-time and part-time faculty positions will be advertised for a minimum of fifteen (15) days and posted in accordance with current University hiring policies and procedures before the positions are filled. Such positions will be posted in appropriate areas.

Article 3 FACULTY RESPONSIBILITIES

- 3.1. **Professional Obligation.** At the College, the primary professional obligation of a faculty member is teaching. Teaching faculty members also have other professional responsibilities, including the development of curriculum (within

their area of special expertise), advising students, orientation and registration of students, participation in College committees, keeping regular posted office hours scheduled at times convenient for students and faculty, participation in traditional functions which have unique significance, and ongoing professional activity in their areas of artistic/scholarly expertise. The nature of an educational institution is such that the proper performance of the duties of the teaching faculty will extend beyond classroom responsibilities and cannot be restricted to a fixed amount of time. Therefore, this Agreement shall not be interpreted in such a fashion as either to require a specific number of hours of service or to give faculty members the right to additional compensation based on the number of hours of service performed, except as elsewhere provided for in this Agreement.

3.2. Faculty Meetings. Faculty meetings may be called during College hours for educational planning for the College, in a program, combined programs, or for committee work, including in-service meetings, for a reasonable amount of time.

3.3. Program Chairpersons

A. There may be a Program Chairperson for each of the following programs and for such other programs as the College may develop and for which the College deems a Program Chairperson appropriate:

1. Architecture
2. Art Education
3. Art History
4. Digital Art and Design
5. Drawing
6. Fashion Studies
7. Furniture Design/Design Studies/Collaborative Design
8. General Education
9. Graphic Design
10. Illustration/Medical Illustration
11. Interior Design
12. Industrial Design
13. Metals/Jewelry Design
14. Painting
15. Photography
16. Printmaking
17. Sculpture and Functional Art
18. Visual and Critical Studies

B. Program Chairpersons are appointed from the full-time ranked tenured and full-time ranked tenure-track faculty by the President. Nominations and expressions of interest shall be solicited from the full-time ranked tenured and full-time ranked tenure-track faculty within the program. Recommendations for appointments shall be made by the Dean of Academic Affairs to the President in consultation with the full-time ranked tenured and full-time ranked tenure-track faculty within the program.

Program chair appointments will be for one calendar year beginning at the end of the second week in May and ending the following year at the end of the second week in May. Appointments shall be for a one-year term, subject to termination at any time at the will of the President.

- C. The Program Chairperson will have no authority to discipline faculty members.
- D. Program Chairperson Duties:
 1. Represent the professional interests of the faculty members to the College as long as these are not contrary to the parties' Collective Bargaining Agreement;
 2. Communicate administrative decisions to the faculty members of his/her program;
 3. Schedule and chair regular program meetings to develop consensus regarding the budget, curriculum, and other appropriate matters;
 4. Prepare, in consultation with the faculty members teaching in his/her program, the schedule for the faculty members teaching in his/her program for submission to the Dean of Academic Affairs who will determine the final schedules;
 5. Prepare, in consultation with the faculty members of his/her program, an Annual Program Review, which may include, but is not limited to, assessing and reporting on how the program continues to improve student learning, ensures the relevance of the curriculum, provides student-centered cross-program collaborative experiences, and provides an informed basis for program enhancement, and other documents and materials required for accrediting and/or other external agencies;
 6. Request supplies and equipment appropriate for that program;
 7. Submit the program's annual budget to the Dean of Academic Affairs; the Dean of Academic Affairs shall make recommendations and forward them to the President.
 8. Coordinate curriculum review and development within a given program and in collaboration with other programs;
 9. Evaluate student transfer credits for classes in appropriate programs;
 10. Recruit, monitor, assess, and recommend adjunct faculty within the program (including reviewing faculty evaluation records and other documents);
 11. May administer graduate programs, if any, within that program; in consultation with the faculty and the Dean of Academic Affairs, determine appropriate standards of admissions and recommend admissions of students; determine courses and content; recommend financial aid candidates; direct graduate assistants assigned to the program; and contribute to the Annual Program

- review on behalf of the graduate program;
12. Assemble and convene an external program advisory board;
 13. Work with the Dean of Academic Affairs to cultivate and sustain relationships with alumni in respective programs, and work to cultivate and secure external support for respective programs;
 14. Review full-time ranked term appointment faculty evaluation records and other documents to assess the strengths and areas of concern to assist faculty development.
 15. Assist in mentoring full-time ranked term and tenure-track faculty;
 16. Provide the Faculty Evaluation, Tenure, Promotion and Sabbatical Committee a recommendation on a faculty member's application for sabbatical;
 17. Perform such other non-supervisory duties as are appropriate for the efficient and effective conduct of program business as they may be identified by the Dean of Academic Affairs and/or President and as long as they are not contrary to the parties' Collective Bargaining Agreement and do not constitute a significant job expansion;
 18. Accord professional treatment and courtesies to all faculty members at all time.

E. Program Chairperson Compensation (Refer to Article 19.4.)

F. Review and updating of the Chairperson Handbook.

Kendall College of Art and Design of Ferris State University and the Kendall Faculty Association agree to meet on a yearly basis to review and update the handbook for Program Chairpersons. The primary goal of the handbook is to aid the Chairperson in his/her tasks by elaborating on the specifics of the Chairperson's duties as listed above. This may include items such as due dates of reports, outlines of the purpose and goals of each report, and sources for statistics needed in reporting. The handbook may also outline college policies and procedures that aid the chairperson in program management responsibilities. The Chairperson Handbook is intended to be a living document, allowing for mutually agreed upon changes to the document, as conditions and events warrant.

Article 4 NONDISCRIMINATION

The College and the Association recognize their responsibilities under federal and state laws concerning employment practices. Accordingly, both parties reaffirm by this Agreement their commitment not to discriminate against any person on account of race, creed, color, religion, physical disability, national origin, age, sex, marital status, sexual orientation, political activity, or union activity.

Article 5 GRIEVANCE PROCEDURE

- 5.1. Definition of a Grievance and a Grievant** A grievance is a dispute concerning the interpretation, application, or claimed violation of a specific area or provision of this Agreement. A grievant is the faculty member(s) or the Association, who has filed the grievance (See Grievance Form, Appendix A).
- 5.2. Grievance Procedure** Every attempt will be made by the grievant, the Association, and the College to resolve any grievance in an informal manner. The grievant, Association, and College will adhere to the steps listed below in processing a grievance. Days are defined as calendar days, excluding holidays on which the College is closed, Saturdays, and Sundays. The grievant, Association, and College may mutually agree to extend the time limits or hold a grievance in abeyance providing the request to extend the time limits or hold a grievance in abeyance is made, in writing, within the time lines of the procedure.
- A. Step 1: Program Chairperson** A faculty member will initiate the grievance process by discussing the grievance with his/her Program Chairperson within ten (10) days of becoming aware of the matter. The Program Chairperson will engage in informal discussion with the faculty member as soon as possible but not later than two (2) days from the time the matter is raised by the faculty member. The parties recognize that the Program Chairperson performs an important role in attempting informal resolution of grievances.
- B. Step 2: Dean of Academic Affairs** In the event that the matter is not resolved at Step 1, the faculty member(s) shall reduce the grievance to writing, stating concisely the facts upon which the grievance is based and when they occurred, specify the provision of the Agreement which allegedly has been violated, the relief sought, and sign the grievance. Such grievance shall be presented to the Dean of Academic Affairs within ten (10) days after the discussion in Step 1 above. Within ten (10) days after a grievance has been presented to the Dean of Academic Affairs, he/she shall arrange a meeting to discuss the grievance with the grievant and, if requested by the grievant, with an Association representative. The Dean of Academic Affairs shall render a decision in writing to the faculty member within five (5) days of the completion of the meeting.
- C. Step 3: President** If the grievance remains unresolved, the faculty member shall consult with the Association. If the Association elects to continue the process, it shall notify the President in writing, of its decision to submit the grievance to the next step. Such notification shall be submitted not later than ten (10) days after the decision was rendered by Step 2.

Within fifteen (15) days of such notice, the President shall meet and discuss the matter with the aggrieved faculty member(s), and a representative of the Association, or any other individual(s) that the

President or Association believes would assist in resolving the matter. The President will answer the grievance, in writing, within fifteen (15) days from the date of the meeting.

D. Step 4: Binding Arbitration Within twenty (20) days of the answer submitted in Step 3, the party requesting arbitration must notify the President in writing, of his/her intent to request arbitration. The requesting party, within ten (10) days from the date the President was informed, must request a panel of arbitrators from the American Arbitration Association. The arbitrator will be selected in accordance with the AAA rules. It is agreed that any arbitrator so nominated shall have the authority to decide only on questions of interpretation or application of the terms of this Agreement. Both parties will share the arbitrator's fees and expenses equally. Other costs and expenses associated with arbitration will be borne by the party incurring them.

1. Arbitrator's Powers: The arbitrator's decision shall be final and binding on both parties, and his/her powers are expressly limited as follows:
 - a. He/she shall interpret, apply, and be bound by the provisions of this Agreement, and he/she shall have no authority or power to add to, detract from, change, or modify this Agreement in any respect.
 - b. He/she shall have no power to hear or decide issues other than the one expressly disclosed in the grievance at the time of filing for arbitration.
 - c. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated, but the arbitrator shall not have authority to modify any discipline imposed unless he/she first finds a violation of the contract.
 - d. Any award of back pay shall be offset by any unemployment benefits which the faculty member receives.
 - e. Where a grievance is sustained, the grievant will be afforded that remedy as directed by the arbitrator.
 - f. A grievant called to testify at an arbitration hearing shall not lose any pay.

Article 6 NO STRIKE OR LOCKOUT

The Association agrees that it will not engage in or sanction or support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the College. The College agrees that it will refrain from locking out faculty members or from any threat thereof.

Article 7 FACULTY APPOINTMENTS, NONRENEWAL, TERMINATION, AND RESIGNATION

7.1. Types of Faculty Appointments Newly appointed full-time ranked faculty to Kendall College of Art and Design may receive either a ranked tenure-track or a ranked term appointment. A ranked tenure-track appointment is a probationary appointment. During the probationary period, ranked tenure-track faculty shall receive one (1) year appointments. Assuming the College continues to reappoint the probationary ranked faculty member, the faculty member may apply for tenure upon completion of the temporal requirements outlined in Article 11.3.

A ranked term appointment is for a fixed number of semesters, not to exceed fourteen (14) semesters (excluding summer semesters), and does not lead to tenure. The type of appointment shall be clearly identified in the faculty member's letter of appointment.

Because a term appointment carries rank, the criteria for appointment to a ranked term appointment shall be the same as for appointment to a ranked tenure-track appointment.

The College appoints faculty to one of the following ranks: Instructor, Assistant Professor, Associate Professor, or Professor.

To be appointed to the rank of Assistant Professor or higher, a faculty member must hold an appropriate terminal degree from an institution of higher education with regional accreditation. Faculty possessing the terminal degree in their field shall, at a minimum, receive the rank of Assistant Professor upon hire.

Initial appointments of ranked faculty, whether to ranked tenure-track or ranked term appointments, is normally at the Assistant Professor level. At the College's discretion, and with the advice of the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee, a person may be appointed to a rank higher than Assistant Professor when the candidate's prior education and experience justify such action.

7.2. Nonrenewal/Termination of Appointments

A. Term Appointments Termination of a faculty member during the period of his or her term appointment shall be only for just cause. Nonrenewal of term appointments shall be at the sole and exclusive discretion of the College and does not require notice.

B. Probationary Tenure-track Appointments Termination of a faculty member during the period of his or her probationary tenure-track appointment shall be only for just cause. Nonrenewal of probationary tenure-track appointments shall be at the sole and exclusive discretion of the College; provided, however, the College shall give the following written notice to a faculty member holding a full-time, ranked, probationary tenure-track appointment that the appointment is not to be renewed upon expiration:

1. *First Year* Three months prior to the end of an appointment expiring at the end of an appointee's first year of uninterrupted service within the College but not later than February 1 for semesters ending in May or June.
2. *Second Year* Six months prior to the end of an appointment expiring after the completion of one but not more than two years of an appointee's uninterrupted service within the College but not later than December 15 for semesters ending in May or June.
3. *Third Year or More* Twelve months prior to the expiration of an appointment after two or more years of uninterrupted service to the College.

C. Tenure Appointments A ranked, full-time faculty member holding a probationary tenure-track appointment shall apply for tenure under the procedures set forth in Article 11 of this Agreement. If successful in that application, the full-time faculty member shall be tenured and remain in the continued employment of the College until a) the faculty member's voluntary resignation; b) the faculty member's retirement; or (c) the faculty member's termination or lay-off in accordance with the provisions of this Agreement.

7.3. Termination for Just Cause

- A. Limitation** Nothing contained in this Article shall prevent the College from taking such actions as it may deem necessary to remove a faculty member for just cause.
- B. Effect on Individual Agreement** A just cause termination shall result in the forfeiture of the faculty member's rights under the Employment Agreement. The College agrees that a faculty member who completes a semester will receive full pay for that semester.

7.4. Resignation/Retirement Faculty members must give the College at least sixty (60) calendar days' notice before the effective date of their resignation or retirement.

Article 8 PROFESSIONAL CONDUCT

8.1. Professional Conduct The College and the Association recognize a mutual responsibility for promoting professional conduct that encourages high quality in the educational process. Breaches of professional conduct, which are subject to discipline, include but are not limited to: abuses of sick leave and other leaves, neglect of duties, inappropriate behavior toward others in the College, willful deficiencies in professional conduct and/or performance, falsification of records, violation of College policies, regulations and administrative directives which are consistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending faculty member.

- 8.2. Sexual, Racial, and Other Harassment** Sexual, racial, and other forms of harassment are not to be tolerated at Kendall College of Art and Design of Ferris State University (Also refer to College policies on employee dignity.)
- 8.3. Progressive Discipline** Breaches of professional conduct may result in disciplinary action up to and including termination. A progressive disciplinary policy (e.g., verbal warning, written warning, suspension, discharge) will be followed in those cases which do not involve serious misconduct.

Article 9 ASSOCIATION RIGHTS

- 9.1. Check-Off** The faculty will be afforded the right to have their Association membership dues deducted each pay period through the College's payroll system. Such deduction shall occur upon the submission of written proof that the faculty member authorizes Payroll to make regular deductions for that academic year's dues. The College shall transmit said dues to the Kendall Faculty Association within one week after the end of each pay period.
- 9.2. Intellectual Property and Ownership:** The College encourages creativity and scholarly research of faculty members. Any faculty work exhibited at KCAD, UICA, and Ferris State University shall be exempt from royalty to the College.

Faculty whose activities lead to a patentable invention when the activities are part of the work performed for which the College is paying the faculty member (from any source) or whose activities involve the use of any College space or equipment/resources, shall share with the College any royalties derived from such patent(s).

Faculty whose activities lead to a patentable invention when the activities are a part of work performed for which the College is not paying the faculty member (from any source), and no College space or equipment/resources are used, shall retain all royalties derived from such patent(s).

Faculty shall own their scholarly and creative works and all copyrighted or copyrightable materials. The faculty member is responsible for all copyright registrations/notifications. The College owns its programs and course descriptions.

The only exception to the above is where the faculty member and College have voluntarily executed a written agreement setting forth terms to the contrary.

In any instance where the provisions of this Article/Section are in conflict with any agreement between the College and an industry collaborator/partner (funding entity), the agreement between the faculty member, College and industry collaborator/partner will control/govern (provided the faculty member has signed the agreement).

The College's (and Ferris State University's) name and logo shall not be used in mass or group mailings/campaigns/exhibits/promotions unless the faculty member has signed written permission from the President.

Faculty who produce work using College equipment with expendable supplies are encouraged to donate 10% of the purchase price, if sold, to a student scholarship fund to be given in the name of the College and Association. Selection of scholarship recipients shall be the joint responsibility of a College and Association committee.

9.3. Academic Freedom

- A.** The College and the Association recognize and adhere to the 1940 statement of Principles on Academic Freedom co-authored by the American Association of University Professors and the Association of American Colleges and Universities.
- B.** The faculty member is entitled to full freedom in research and in the publication of results, including the freedom to study, discuss, investigate, or publish anything or to create freely and exhibit his/her works of art, subject to the adequate performance of his/her academic duties.
- C.** The faculty member is entitled to full freedom in the classroom, library, and studio in discussing his/her subject, but he/she should be careful not to persistently introduce into his/her teaching controversial matter which has no relation to the subject.
- D.** Faculty members are citizens. They are also members of a learned profession and representatives of the College. When they speak or write as citizens, they will be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and representatives of the College, they should remember that the public may judge their profession and the College by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not institutional spokespersons.
- E.** As a component of academic freedom, faculty members are responsible for decisions regarding the classroom instruction of students.

9.4. Copies of the Agreement There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the College and one by the Association. Copies of this Agreement shall be reproduced at the expense of the College, and one (1) paper copy and one (1) electronic copy shall be presented to each faculty member now employed or hereafter employed by the College.

9.5. Personnel Records A faculty member may review the contents of his/her personnel file at the College during normal business hours. Upon written request, a faculty member may obtain copies of his/her personnel files.

If a faculty member disagrees with information contained in his/her personnel records, he/she may submit, for the personnel record, a written statement (not exceeding five 8 1/2" X 11" pages) explaining the faculty member's position. This written statement will be affixed to the original material and placed in the personnel file.

This Article in no way limits a faculty member's access to his/her personnel file in the event of his/her grievance or other cause of action.

- 9.6. Use of College Facilities** The Association shall have the right to use College facilities only for meetings on the same basis as other organizations whenever such facilities are not in use for educational purposes. The Association shall be afforded the right to use the College mail system only for materials related to the conduct of the Association's business, but not for partisan political activity.

The College will provide a bulletin board exclusively for the use of the Association for the purpose of informing its members about events and matters relating to their membership in the Association or their employment with the College.

Faculty members may use College facilities to facilitate the creation of original works of art whenever such facilities are not in use for educational purposes.

A faculty member may use the College photocopy machines for Association purposes at the rate established from time to time by the College.

- 9.7. Outside Employment** When a faculty member undertakes or engages in work with a significant financial interest in, or consulting arrangement with, a private business concern, the faculty member will avoid any conflict of interest between the College and those outside interests or obligations. It is understood that the faculty member's responsibility is to all the terms of this contract with the College.

- 9.8. Mutual Concern Conferences** Upon mutual agreement, the Dean of Academic Affairs and President of the Association or designee will meet to discuss matters of mutual concern.

- 9.9. Released Time for Association Business** The College shall provide a total aggregate of fourteen (14) days per annum without loss of salary to faculty member(s) selected by the Association, to allow those faculty member(s) time to conduct Association business or participate in Association training. Such leave must be requested in writing to the President at least ten working days prior to the date of leave.

- 9.10. Control of Classroom** A faculty member may remove a student from class for one class period when the persistence of the student's misbehavior, the grossness of the offense, or the disruptive effect of the violation would make the student's continued presence in class intolerable. The faculty member will immediately inform the Dean of Academic Affairs or designee of the incident(s).

9.11. Involvement of Faculty in Policy Making The College and the Association agree that any recommendations or involvement in the policy making process of the College by faculty members, whether as individuals, as members of a committee, or as members of other bodies such as the College Senate, will not constitute or imply managerial or supervisory functions of the faculty as a group. Examples of such policy making matters include, but are not limited to, the following: formulation of the College's curriculum, program budgeting and funding, grading systems, admissions and matriculation standards, academic calendars, size of the student body, tuition, promotions, sabbaticals, terminations, and the geographical location of the College.

The parties further agree that the College will not raise the issue of managerial or supervisory status of the faculty as a group nor will any faculty member's participation in collegial decision making be raised at a later date to exclude the faculty as a group from the protection of the Public Employment Relations Act.

9.12. College Data

- A.** The College will provide to the Association, in response to reasonable requests, the annual audit of College financial statements, Ferris State University Board of Trustees' minutes segments which reflect the presentations of faculty to the Board, names, addresses, seniority of faculty, and compensation paid to faculty providing such information is on file in the College Human Resources office. The College will also provide to the President of the Association a timely copy of all regularly distributed University Board packets.
- B.** The Association shall provide for the College at the beginning of each academic year, or whenever changes occur during the academic year, the names of the Association: President, Vice-president, Treasurer, Secretary, Grievance Chair, and Representative Assembly Delegate(s).

9.13. All College Senate A College Senate or any other body composed in whole or in part of faculty members, may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.

Article 10 EVALUATION OF FACULTY

10.1. Purpose The College is committed to a consistent, meaningful, and fair system of faculty evaluation in order to ensure that the College provides its students with the highest possible educational opportunity. Therefore, annual evaluation of faculty is conducted, the results of which are to be used for the purposes of: (a) recognizing outstanding faculty, (b) developing goals for professional growth, (c) sustaining faculty excellence, (d) improving the quality of instruction, and (e) assisting those who are responsible for recommending and granting tenure, promotion, and sabbatical leave.

10.2. Areas of Review The professional obligation of faculty at the College includes (weighted as follows): (a) teaching effectiveness (40%); (b) creative activity and scholarly research (30%); and (c) service (30%).

10.3. Frequency of Faculty Evaluation

A. All full-time tenured faculty holding the rank of assistant or associate, tenure-track, and one-year ranked term faculty will be evaluated annually in the fall semester of each year. They will submit their self-evaluation/faculty annual report by the second week of September of that year.

All full-time tenured faculty holding the rank of professor may submit a request to opt out of the evaluation process. A faculty member may only request to opt out of the evaluation process every other year. Requests to opt out are due to the Dean of Academic Affairs by the last week in April. The Dean of Academic Affairs must notify the faculty member no later than the first week in June and the decision of the Dean of Academic Affairs is final. If a faculty member is approved to opt out of the evaluation process, he/she will not be considered for a merit award that year. Furthermore, the faculty member's achievements during the opt out year cannot be included in the following year's SEFAR.

B. All adjunct faculty members will be evaluated through Student/Course Evaluations for each class an adjunct faculty member teaches.

10.4. Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee

There shall be a Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee consisting of seven tenured faculty, one elected by the tenured faculty whose locus of appointment is in Art Education, Drawing, Printmaking, Painting, or Photography; one elected by the tenured faculty whose locus of appointment is in Graphic Design, Digital Art and Design, or Illustration/Medical Illustration; one elected by the tenured faculty whose locus of appointment is in Art History, General Education, or Architecture; and one elected from the tenured faculty whose locus of appointment is in Fashion Studies, Furniture Design/Design Studies/Collaborative Design, Industrial Design, Interior Design, Metals/Jewelry Design, or Sculpture and Functional Art. The remaining faculty members shall be elected at large by the tenured faculty from among the tenured faculty.

All faculty serving on the Evaluation, Tenure, Promotion, and Sabbatical Committee must be tenured at the time of their election to the Committee. The elected members will serve two years, staggered terms, and will be elected by the second week of September. Committee members shall serve one term and must wait one year before re-election to this Committee. The Committee will choose a chairperson for the committee. This Committee shall serve as a recommending body to the Dean of Academic Affairs and to the President, on all matters that concern faculty evaluation, tenure, promotion, sabbatical leave, and merit

awards. The College agrees to indemnify and save harmless all faculty members serving on the Personnel Committee to the extent of the coverage referred to in Article 16.1.

10.5. Faculty Evaluation Components All full-time tenured, tenure-track and one-year ranked term faculty will be evaluated using (a) Self-Evaluation/Faculty Annual Report, (b) Student Course/Instructor Evaluation, and (c) Dean of Academic Affairs' classroom visitation if applicable.

10.6. Faculty Evaluation Criteria The Faculty evaluation and Self-Evaluation/Faculty Annual Report criteria will include but may not be limited to the following as weighted:

A. Teaching Effectiveness (40%) (Not in priority order)

1. Periodic revision of course materials and integration of current creative activity/scholarly research into subject matter of courses;
2. Creation and use of effective syllabi and course requirements, which are clearly communicated to students within the first week of the start of a course;
3. Provision of evidence of rigorous and fair standards of grading;
4. Effective implementation of course outcomes;
5. Effective communication in a variety of oral, written, and visual formats;
6. Reflection and responsiveness to student concerns;
7. Student course evaluations;
8. If classroom visitation is applicable, then the following criteria may be used:
 - a. Preparation;
 - b. Provision for alternative learning modes;
 - c. Respect for students;
 - d. Clarity of verbal and visual presentations;
 - e. Individual instructional assistance as appropriate;
 - f. Encouragement of student achievement and activity.

B. Creative Activity and Scholarly Research (30%) (Not in priority order)

1. International/national/regional/local exhibitions;
2. Performance art, installations, media productions/services, and design projects;
3. Product design/development;
4. Publication of scholarly or professional research in a book or refereed publication;
5. Record of citations of faculty member's published research;
6. Honors/prizes/purchases/awards;
7. Lectures;
8. Fellowships or grant awards;

9. Address or invited paper delivered at a regional, national, or international forum;
10. Chair or moderate a panel/session at a regional, national, or international forum;
11. Conference attendance;
12. Conference Organizer and/or Leader for Professional Organization;
13. Published reviews;
14. Consultant for professional or commercial activity;
15. Gallery affiliation;
16. Research/Development in progress (work not yet exhibited/published);
17. Patents;
18. Client-based and/or commissioned work.

C. Service (30%) (Not in priority order)

1. Institutional

- a. Service on institutional committees;
- b. Contributions to area/program curriculum development;
- c. Service to program and other areas in the college (program chair, coordinator, etc.);
- d. Effective student advisement;
- e. Service on institutional projects (e.g., preparation for accreditation review/visits).

2. Service to the Field and Community

- a. Lectures;
- b. Volunteer activities with community or arts organizations;
- c. Membership in professional organizations;
- d. Holding office in professional organizations;
- e. Membership in community organizations;
- f. Holding office in community organizations;
- g. Donation of artistic activities/endeavors.

10.7. Faculty Evaluation Procedures All full-time tenured, tenure-track and one-year ranked term faculty will be evaluated by the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee in accordance with the following procedures:

A. Self-Evaluation/ Faculty Annual Report All faculty to be evaluated are to submit to the Dean of Academic Affairs, in the second week of September, their Self-Evaluation/Faculty Annual Report covering the previous academic year, including the summer, if applicable. The Self-Evaluation/Annual Report will become a part of the faculty member's permanent evaluation file.

B. Student Course/Instructor Evaluations All faculty members will be evaluated in every course each semester, exclusive of summer,

independent study and special problems. Each fall and spring semester, the Dean of Academic Affairs or designee will distribute and collect the Student Course/Instructor Evaluation forms during class periods mutually agreed upon by the Dean of Academic Affairs and the faculty member. When the students have completed the evaluation, a student designee will bring the completed Student Course/Instructor evaluations to the Dean of Academic Affairs or designee for review and tabulation. The Dean of Academic Affairs or designee will collate the results of the student evaluations and provide copies to the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee to be used in the evaluation process. The Student Course/Instructor evaluations will be conducted between the eleventh and thirteenth week of each semester. The Student Course/Instructor Evaluation forms will become a part of the faculty member's permanent evaluation file.

C. Classroom Evaluations The Dean of Academic Affairs may visit classrooms voluntarily, at the request of the faculty member, or at the recommendation of the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee. The faculty to be visited will be notified a week ahead of time, and a report will be added to the individual's faculty evaluation process.

D. Review Process

1. The Dean of Academic Affairs will convene the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee and, within a reasonable time but no later than the end of the third week in April, the Committee will provide the full-time tenured, tenure-track and one-year ranked term faculty member's evaluation based upon the previous academic year (see Appendix B), to the Dean of Academic Affairs. The Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee evaluation will highlight the strengths as well as concerns regarding the faculty member and offer recommendations for future development, if appropriate. This evaluation will consist of a minimum of two paragraphs.

2. The Dean of Academic Affairs will review the recommendations of the Committee; this along with his/her evaluation and commentary, if any, will be forwarded to the faculty member.

After the Dean of Academic Affairs' evaluation is complete and if disagreements are raised over the faculty members evaluation, the faculty member may request within ten (10) days a review appointment to meet with the President. This review and any resulting changes in the evaluation will be the final report. These results will become part of the permanent personnel file of the faculty member.

10.8. Evaluation of Adjunct Faculty All adjunct faculty will be evaluated through Student Course/Instructor Evaluations for each class an adjunct faculty member teaches. The Dean of Academic Affairs or designee will distribute and collect the Student Course/Instructor Evaluation forms during class periods mutually agreed upon by the Dean of Academic Affairs and the faculty member. The Dean of Academic Affairs or designee will collate the results of the student evaluations and make them available to the Program Chairperson. The Program Chairperson shall review and assess these evaluations and share the results with the adjunct faculty member. They should use these evaluation records for purposes of monitoring and assessing adjunct faculty effectiveness. The Student/Course Instructor Evaluations will become part of the adjunct faculty member's permanent evaluation file.

10.9. Evaluation of Program Chairpersons

- A. Program Chairperson Evaluations** During the third week of April, the full-time tenured, tenure-track and one-year ranked term faculty in their respective Programs will submit the Program Chairperson evaluation forms for the current academic year, including the previous summer, if applicable, to the Dean of Academic Affairs.
- B. Program Chairperson Self-Evaluation** The Program Chairperson will complete their self-evaluation by no later than April 30. This self-evaluation will include, but not be limited to, the following: a review and assessment of the Program Chairperson's achievements as Chair, as well as any special needs and concerns which the Program Chairperson might have for the Program for the upcoming year. This self-evaluation shall be submitted to the Dean of Academic Affairs.
- C. Annual Program Review** The Program Chairperson will complete, in consultation with the faculty members of his/her program, an Annual Program Review which will include, but is not limited to, assessing and reporting on how the Program continues to improve student learning, ensures the relevance of the curriculum, provides student-centered cross-Program collaborative experiences, and provides an informed basis for Program enhancement. This review shall be submitted to the Dean of Academic Affairs no later than May 15.
- D. Administrative Review** By no later than the end of the third week in May, the Dean of Academic Affairs will meet with the Program Chairperson to discuss the Chairperson's performance, including the Program Chairperson's Evaluation by the full-time tenured, tenure-track and one-year ranked term faculty, the Program Chairperson's Self Evaluation and Annual Program Review. The Dean of Academic Affairs will give a written report of the evaluation to the Program Chairperson within a reasonable time, but by no later than the end of June.

After reviews of the Program Chairpersons are completed, the Program Chairperson may accept the report, which then becomes part of the Program Chairperson's permanent personnel file, or request within ten (10) days a review appointment to meet with the President. This second review and any resulting changes in the evaluation will be reflected as a final report.

The written self-evaluation will also become a part of the Program Chairperson's permanent evaluation file.

Chairpersons receiving an unsatisfactory evaluation by the Dean of Academic Affairs and/or by a two-thirds majority of the faculty within the Program (for reasons not prohibited by law) shall not be re-appointed.

10.10. Professional Assistance Plan All full-time ranked tenured and tenure-track faculty members are eligible for the Professional Assistance Plan as described herein:

- A.** A Professional Assistance Notification shall be given by the Dean of Academic Affairs in consultation with the President if a faculty evaluation has revealed serious deficiencies in the performance of a faculty member.
- B.** After the notification, a Professional Assistance Plan will be developed and implemented between the Dean of Academic Affairs and the faculty member. The Professional Assistance Plan must contain timelines and particular assistance to help bring the faculty member's performance to an acceptable level.
- C.** The Professional Assistance Plan must contain specific desired goals that must be satisfied before the next evaluation.
- D.** Failure to demonstrate growth through the Professional Assistance Plan may lead to an unsatisfactory rating in the following evaluation and/or non-renewal of appointment for non-tenured faculty or termination of tenured faculty.
- E.** When a faculty member demonstrates appropriate growth through utilization and implementation of a Professional Assistance Plan (as indicated by a satisfactory rating on the next cycle of evaluations) all record of the Professional Assistance Plan shall be removed.

Article 11 CRITERIA AND PROCEDURES FOR TENURE

11.1 General Guidelines The College is committed to recognizing faculty achievement through a meaningful evaluation process which may lead to the granting of tenure, by which a full-time ranked, tenure-track faculty member obtains continuing employment until a) the faculty member's voluntary

resignation; b) retirement; or (c) the faculty member's termination or lay-off in accordance with the provisions of this Agreement.

The College is committed to the significance of tenure as one safeguard of academic freedom.

The College is further committed to the essential role played by tenured faculty in evaluating and recommending those who, from among their non-tenured colleagues, have established during a probationary period an exemplary record of teaching, scholarly/creative activity, and service which justifies the granting of tenure.

Tenure reflects a considered and deliberate judgment on the part of the College and results from a formal process of application for tenure (see Article 11.3). Thus tenure is never awarded solely on the basis of number of years of experience a faculty member may accrue at the College.

11.2. Criteria for Tenure The criteria for tenure include, but are not limited to, the following considerations, which are set forth in detail in Article 10.6 and are weighted as follows: Teaching Effectiveness (40%), Creative Activity and Scholarly Research (30%), and Service (30%). To be granted tenure, a ranked probationary tenure-track faculty member shall present an exemplary record in each area. But aside from easily quantifiable factors such as degrees and length of service (see Article 11.3), institutional expectations for faculty who seek tenure cannot be rigidly prescribed. The nature of teaching, creative activity and scholarly research, and service dictates the recognition of each individual's unique combination of strengths from among the general institutional concerns for effective teaching, creative activity and scholarly research, and service. Materials documenting a faculty member's effectiveness, engagement and service should only include the period of time that the faculty member held a tenure-track position.

11.3. Process of Applying for Tenure To be eligible to apply for tenure, a faculty member must hold the rank of Assistant Professor, Associate Professor, or Professor in a probationary tenure-track appointment at the time he/she applies for tenure.

A faculty member holding the rank of Assistant Professor must serve a probationary period of six years of full-time teaching at Kendall College of Art and Design of Ferris State University. A faculty member initially appointed at the rank of Instructor and then promoted to Assistant Professor may count time in the rank of Instructor toward satisfying the six-year probationary period required of an Assistant Professor. An Assistant Professor must apply for tenure by September 30 of his/her sixth year. A faculty member holding the rank of Associate Professor must serve a probationary period of four years at Kendall College of Art and Design of Ferris State University and must apply for tenure by September 30 of his/her fourth year. A faculty member holding the rank of Professor must serve

a probationary period of three years at Kendall College of Art and Design and must apply for tenure in his/her third year of appointment.

At the discretion of Kendall College of Art and Design of Ferris State University a person who has had full-time faculty experience at an institution of higher education with regional accreditation may be granted credit toward completion of the tenure probationary period. In no instance, shall that credit exceed two years.

All ranked, full-time, probationary tenure-track faculty members must submit an application for tenure demonstrating that they meet or exceed the Tenure Criteria set forth in Article 11.2.

After a careful and thorough consideration of the faculty member's application, and by no later than the following February 15th, the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee shall submit a written recommendation to the Dean of Academic Affairs. Such recommendation shall support or oppose the granting of tenure to the faculty member, and must include a rationale supporting the recommendation.

Following a careful and thorough consideration of the faculty member's application and the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee's recommendation and rationale and the recommendation of Dean of Academic Affairs, the President either approves or denies the application for tenure. The President shall inform the faculty member of his/her decision, in writing, on or before April 15th. The decision of the President is final (and shall not be subject to further appeal).

In cases where tenure is denied, one of the following will occur:

- A. The faculty member will be granted one (1) additional non-tenured year during which he/she must fulfill specific conditions that are determined by the Dean of Academic Affairs in consultation with the Faculty Evaluation, Tenure, Promotion and Sabbatical Committee. During that conditional year, the tenure application will again be followed, and the faculty member must provide written documentation regarding his/her progress to address the specific conditions no later than March 30. The Faculty Evaluation, Tenure, Promotion and Sabbatical Committee shall review the faculty member's tenure application and written documentation regarding his/her progress to address specific conditions and make its recommendation (including rationale) to the Dean of Academic Affairs no later than April 15.

The Dean of Academic Affairs will review and make recommendation to the President by April 25. The decision of the President is final, binding and not subject to arbitration. In the event of denial of tenure, employment will be terminated at the end of the current academic year in which tenure is denied; or

B. The faculty member will be denied tenure and employment will terminate at the end of the next academic year.

11.4. Effective Date of Tenure Granting of tenure will be effective at the beginning of the next academic year.

Article 12 CRITERIA AND PROCEDURES FOR PROMOTION

12.1. General Guidelines The College is committed to recognizing faculty achievement through a meaningful evaluation process which may lead to the granting of promotion. Aside from easily quantifiable factors such as degrees and length of service, institutional expectations for faculty who seek promotion cannot be rigidly prescribed. The nature of teaching, creative/scholarly research, and service dictates the recognition of each individual's unique combination of strengths from among the general institutional concerns for effective teaching, creative/scholarly research, and service.

12.2. Promotion Criteria Criteria for promotion will include as an example but not be limited to, the following considerations which are set forth in detail in Article 10.6 and are weighted as follows: Teaching effectiveness (40%), Creative Activity/Scholarly Research (30%), Service (30%). Additionally, faculty seeking promotion must demonstrate current exceptional standing with the College community. Expectations for candidates will include documentation of excellence of teaching, creative/scholarly research, service, and his/her contribution to the well-being and advancement of the College.

All full-time ranked tenured and full-time ranked tenure-track faculty members are eligible to apply for promotion.

In addition, candidates for promotion must satisfy the following criteria:

- A.** To apply for the rank of Assistant Professor or higher, a faculty member must hold an appropriate terminal degree (or its equivalent) from an institution of higher education with regional accreditation or with qualifying tested experience as determined by the College and acknowledged by The Higher Learning Commission.
- B.** Faculty holding the rank of Assistant Professor may apply for promotion to the rank of Associate Professor no earlier than his/her sixth year, and must make application by September 30.
- C.** Faculty holding the rank of Associate Professor may apply for promotion to Professor no earlier than his/her fourth year, and must make application by September 30.

12.3. Procedure for Applying for Promotion Promotion in rank must be applied for in sequential order: Instructor to Assistant Professor, Assistant Professor to Associate Professor, and Associate Professor to Professor. Materials documenting a faculty member's promotion should not be considered cumulative; i.e. materials used to justify promotion from Instructor to Assistant and from Assistant to

Associate Professor should not also be used to justify a promotion from Associate Professor to Professor, and should only include the period of time that the faculty member holds a tenure-track position.

A faculty member who has earned an appropriate terminal degree (or its equivalent) from an institution of higher education with regional accreditation may seek promotion to the rank of Assistant Professor by requesting that graduate degree (or its equivalent) verification be sent directly to the Dean of Academic Affairs. A cover letter indicating a request for promotion and a complete curriculum vitae/resume documenting teaching experience, creative scholarly activity, and service must be submitted to the Dean of Academic Affairs. Promotion to the rank of Assistant Professor shall be effective at the start of the next academic year, subsequent to verification of successful completion of the appropriate terminal degree requirements by the Dean of Academic Affairs. The Dean of Academic Affairs shall make recommendation to the President.

By no later than September 30th of the year in which a faculty member wishes to make application for promotion to the rank of Associate Professor or Professor, the faculty member submits materials which document teaching effectiveness, creative/scholarly research, and service to the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee.

After a careful and thorough consideration of the faculty member's application and by no later than the following February 15th, the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee recommends in writing to the Dean of Academic Affairs. Such recommendation shall support or oppose the application for promotion, and must include a rationale supporting the recommendation.

The Dean of Academic Affairs shall review the recommendation and rationale from the Committee and make recommendation to the President either granting or denying promotion.

Following a review of the Committee and Dean of Academic Affairs recommendations, and by no later than April 15th, the President either denies or approves the application for promotion. The decision of the President shall be final and shall not be subject to further appeal. Promotion to the rank of Associate or Professor shall be effective at the start of the next academic year.

Article 13 SENIORITY, LOSS OF EMPLOYMENT, AND LAYOFF

- 13.1. Seniority** For purposes of the Agreement and retrenchment, seniority shall be defined as the length of continuous service as a full-time ranked tenured faculty member or a full-time ranked tenure-track faculty member. If two or more faculty members have the same first day of work, the placement of each individual on the seniority list shall be determined by the date the faculty member signed his/her initial letter of intent or initial contract or the first day of employment, whichever comes first.

The seniority list shall be reviewed and revised at the beginning of each academic year by the College and copies provided to and verified by the Association.

13.2. Loss of Seniority and Employment A faculty member shall lose his/her employment (and seniority, where applicable) with the College in the event of any of the following:

- A. Discharge for just cause;
- B. Continuous layoff for a period equal to the employee's length of service at the date of layoff up to a maximum of three years, whichever is less;
- C. Voluntary resignation;
- D. Normal retirement;
- E. Falsification, misrepresentation, or omission of facts from an employment application or any other employment record;
- F. Continuous leave of absence for any reason (except for military leave of absence and jury duty) in excess of twelve months. If more than a year has passed and the faculty member can demonstrate the ability to return to work, then he/she will have a right to apply for the first opening he/she is qualified for; or
- G. Non-renewal of probationary contract.

13.3. Layoff Faculty shall be subject to layoff as follows:

- A. Before any full-time ranked tenure-track faculty member is laid off, the adjunct faculty and the full-time ranked faculty holding term appointments who are teaching in the program involved shall have their number of hours reduced to the extent such hours can be assigned to full-time ranked tenure-track faculty members who are qualified by virtue of their teaching experience or prior training to teach such a course. If the course load of a full-time ranked faculty member holding a term appointment is eliminated, the full-time ranked faculty member holding a term appointment shall not be renewed. Following the foregoing, full-time ranked tenure-track faculty may be laid off.
- B. Before any full-time ranked tenured faculty member is laid off, adjunct faculty members, full-time ranked faculty holding term appointments, and full-time ranked tenure-track faculty members who are teaching in the program involved shall their have number of hours reduced to the extent such hours can be assigned to full-time ranked tenured faculty members who are qualified by virtue of their teaching experience or prior training to teach such a course. If the course load of a full-time ranked tenure-track faculty member is eliminated, the full-time ranked tenure-track faculty member shall be laid off. Following the foregoing procedures, full-time ranked tenured faculty may be laid off.

C. In applying the procedures set forth in paragraphs A-B above, if two or more faculty members who are qualified to teach the courses remaining by virtue of their teaching experience or prior training, the full-time faculty member with the longest period of unbroken service to the College will be given preference. In cases where faculty members began teaching for the College at the same time, the date on which they signed their initial contracts or the date of a signed letter of intent (if earlier) shall determine the order of preference.

13.4. Less than Full Load While a full-time faculty member is teaching less than a full load because of a reduction in staff or while a full-time faculty member is in layoff status, no new faculty will be employed to teach a course for which the reduced or laid-off faculty is qualified to teach by virtue of their experience or prior training.

13.5. Recalls Recalls shall be made in inverse order of course reduction and/or lay-off, provided the faculty member who is subject to recall is qualified to teach by virtue of his/her teaching experience or prior training. If such faculty member is not so qualified, he/she shall be by-passed, and the faculty member who is next in order for recall shall be considered.

Article 14 SABBATICAL LEAVES

14.1. Purpose Kendall College of Art and Design is committed to the professional development of its faculty and recognizes the importance of sabbatical leaves as one vehicle to achieve these ends through the support of the faculty's scholarly and creative aspirations. Sabbatical leaves are intended to encourage planned research, scholarship and creative work of mutual benefit to the faculty member and the College.

14.2. Eligibility A sabbatical leave may be granted to any full-time ranked tenured or full-time ranked tenure-track faculty member with six years of equivalent full-time service at the College. Such a leave will not be granted to the same person more than once every six years. Sabbatical leave time shall not be cumulative.

14.3. Duration of Leaves and Benefits Faculty members may request either (a) a sabbatical leave for one semester at full pay or (b) an academic year sabbatical leave at half pay. While on sabbatical, the faculty member shall retain their seniority and their current salary level. Faculty members electing an academic year sabbatical shall be credited with all benefits, except retirement, which shall be reduced proportionately.

14.4. Conditions The following guidelines will apply to sabbatical leaves: (a) a recipient of a sabbatical leave is obligated to return to his/her teaching appointment at the College for a period of at least one year immediately following his/her sabbatical, (b) recipients of sabbatical leaves may receive money for approved creative activity and scholarly research, without prejudice to their

receipt of income from the College, (c) special requests and arrangements for internal and/or external funding may be submitted in advance as part of the sabbatical proposal for consideration to help the faculty member defray travel and incidental expenses, (d) all sabbatical leaves are subject to administrative authorization and are contingent upon the ability of the program to maintain instructional integrity and efficiency during the period of the proposed sabbatical leave, and (e) upon his/her return from a sabbatical leave, the faculty member exhibits or presents to the College in a formal way (e.g., lecture, exhibition) the results of the sabbatical leave. Such exhibit or presentation shall take place utilizing College facilities, no later than the end of three academic years following the sabbatical leave.

14.5. Procedure

- A. Faculty Responsibilities** An application for a sabbatical must contain the following:
1. The faculty member must submit a written proposal to the Dean of Academic Affairs and the Program Chair by September 30th in the 6th year or more of continuous service for a sabbatical to be taken during the following academic year.
 2. The faculty member's proposal must contain dates and duration of the sabbatical, documentation of proposed professional activity to occur during the sabbatical (i.e., planned exhibitions, publishing possibilities, presentations at professional conferences, etc.), and the proposed benefit of the sabbatical to the College (i.e., direct effect on students, effect on Chairperson, fellow colleagues, enhancing the national prestige and reputation of the College, improvement of teaching effectiveness, etc.).
- B. Program Responsibilities** Within two (2) weeks after the deadline for receipt of sabbatical proposals, the Program Chairperson will present on behalf of the program a written recommendation to the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee. This recommendation must specifically address the quality of the proposal, the relationship between the proposal and the Program's mission and future plans, and the impact of the sabbatical on the Program's ability to staff its courses, including a statement as to whether the Program will require a full-time sabbatical replacement.
- C. Responsibilities of the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee** After a careful and thorough consideration of the faculty member's application and by no later than the following October 31, the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee, submits in writing a recommendation to the Dean of Academic Affairs, together with a rationale supporting the recommendation.

- D. Dean of Academic Affairs Responsibilities** Following a careful and thorough consideration of the faculty member's application and the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee's recommendation and rationale, and by no later than November 15th, the Dean of Academic Affairs recommends in writing to the President either supporting or denying the sabbatical leave.
- E. President Responsibilities** Following a careful and thorough consideration of the faculty member's application and the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee's recommendation and rationale, and the recommendation of the Dean of Academic Affairs, and by no later than December 10, the President shall inform the faculty member in writing of his/her decision either to approve or to deny the application for sabbatical leave. The decision of the President shall be final.
- F. Sabbatical Leave Changes** Sabbatical leave may be changed prior to the expiration date upon mutual agreement between the faculty member and the President.

Article 15 LEAVES OF ABSENCE

- 15.1. Sick Leave** Full-time ranked tenured faculty, full-time ranked tenure-track faculty, and full-time ranked faculty holding term appointments (which for this Article includes full-time-reduced load faculty) shall receive sick leave up to a maximum of forty (40) hours. Sick leave will be credited on the first day of employment and thereafter on the first day of each academic year. If an employee commences employment after the first day of the academic year, sick leave will be prorated accordingly.

Sick leave shall be deducted as follows based on contact and office hours missed:

- A.** For full-time studio faculty members, one hour for each contact hour or office hour missed;
- B.** For full-time art history/general education faculty members, two hours for each contact hour and one hour for each office hour missed.

Faculty members must notify administration using the absence leave telephone line. Sick leave taken in excess of forty (40) hours per academic year will not be compensated, and any abuse of sick leave will be subject to disciplinary action.

- 15.2. Leave—Adjunct Faculty** Adjunct faculty shall receive leave, and will have leave deducted, per semester taught as follows:
 - A.** Adjunct faculty teaching studio courses shall receive six (6) hours of leave per course taught per semester. Leave time will be deducted one (1) hour for each hour taught.

- B.** Adjunct faculty teaching art history/general education courses shall receive three (3) hours of leave per course per semester. Leave time will be deducted one (1) hour for each hour taught.

Faculty members must notify administration using the leave telephone line.

Leave taken in excess of the hours noted above per semester will not be compensated, and any abuse of leave will be subject to disciplinary action.

- 15.3. Short-term Disability Leave** Full-time ranked tenured faculty, and full-time ranked tenure-track faculty, and full-time ranked faculty holding term appointments (which for this Article includes full-time-reduced load faculty) shall receive paid short-term disability leave of up to a maximum of ninety (90) calendar days per year (August to August). Following the faculty member's return to regular full-time employment for a period of sixty (60) consecutive calendar days, or the beginning of the next academic year, whichever occurs later, the faculty member will again be eligible to receive paid short-term disability leave of up to 90 calendar days (August to August).

In order to be eligible for paid short-term disability leave, the faculty member must provide the KCAD Manager of Human Resources with documentation from the faculty member's physician substantiating the illness or non-occupational injury. The College may request an independent physician to evaluate a faculty member on paid short-term disability leave. Such evaluation will be performed at the College's expense.

Any abuse of short-term disability leave will be subject to disciplinary action.

- 15.4. Long-term Disability Leave** Full-time ranked tenured faculty, full-time ranked tenure-track faculty, and full-time ranked faculty holding term appointments (which for this Article includes full-time-reduced load faculty) shall receive long-term disability leave after satisfying the qualifying period of 90 calendar days as defined by the insurance carrier's long-term disability policy and Article 16.4 of this Agreement.

In order to be eligible for long-term disability leave, the faculty member must provide the KCAD Manager of Human Resources with documentation from the faculty member's physician substantiating the disability and complete any necessary forms required by the long-term disability carrier. The determination of long-term disability benefits, if any, will be made by the long-term disability insurance carrier.

Any abuse of long-term disability leave will be subject to disciplinary action.

- 15.5. Family and Medical Leave** Full-time ranked tenured faculty, full-time ranked tenure-track faculty and full-time ranked faculty holding term appointments with at least twelve months (the months need not be continuous) of employment with the College (and who have worked at least 1250 hours during the twelve months immediately preceding any request for a family or medical leave) are entitled to up

to twelve weeks of unpaid leave in any twelve-month period. Terms and conditions are as stated in the Family and Medical Leave Act of 1993 (FMLA) and applicable regulations. For the purpose of this Article only, faculty members who are considered full-time will be deemed to have met the 1250-hour requirement. Paid and unpaid sick leave, short-term disability leave, long-term disability leave, personal leave, and other applicable leaves provided for in this Agreement which also qualify under the Family and Medical Leave Act of 1993 will run concurrently with any other applicable FMLA leave. The provisions of the FMLA do not continue past the end of the appointment date.

- 15.6. Unexcused Absences** Except as provided in this Article, absences from any scheduled days in accordance with the published academic calendar will be unexcused absences and shall be without pay.
- 15.7. Personal Leave of Absence** Upon written application stating the reason for the request, leave of absence without pay or other benefits may be granted to full-time ranked tenured faculty, full-time ranked tenure-track faculty, and full-time ranked faculty holding term appointments upon approval of the President. The College reserves the right to set the beginning and ending dates of any leave requested under this section. For leave under this section of one semester or more, the faculty member shall receive credit on the seniority list; faculty members with three or fewer year's employment at the College are not guaranteed employment after their leave of absence.
- 15.8. Bereavement Leave** Full-time ranked tenured faculty, full-time ranked tenure-track faculty, and full-time ranked faculty holding term appointments shall, upon written application and approval, be entitled to bereavement leave with pay for up to four (4) regularly scheduled days (one (1) of which must include the day of attendance at the funeral or bereavement ceremony) for absence necessitated because of the death of the faculty member's spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, or sister. In the event of death of another relative or close friend, up to two (2) regularly scheduled days (one (1) of which must include the day of attendance at the funeral or bereavement ceremony) will be granted.
- 15.9. Jury Duty Leave** Full-time ranked tenured faculty, full-time ranked tenure-track faculty, and full-time ranked faculty holding term appointments who are summoned for jury duty shall be paid the difference between the fee received for such jury service and the amount of earnings, if any, lost by the faculty member due to such absence from his/her regularly scheduled hours of work. A faculty member shall be at work at regular hours when not serving as a juror. Jury duty pay for a faculty member shall not exceed 45 days in any academic year. A faculty member who desires to be paid in accordance with this section must present satisfactory proof to the College Business Office of the faculty member's jury service and of the amount paid for such service.

15.10. Professional Leave Full-time ranked tenured faculty and full-time ranked tenure-track faculty may be granted up to four (4) paid leave days when in state, five (5) paid leave days when out of state, and six (6) paid leave days when out of the country per year when professionally presenting material significantly related to their teaching or professional development, or four (4) paid leave days may be used to attend meetings or exhibitions which relate significantly to their teaching or professional development. Full-time ranked faculty holding term appointments for an academic year may be granted up to three (3) paid leave days per academic year. Professional leave may be granted upon approval of the President. If such leave is granted, the faculty member must make arrangements to cover any classes which will be missed.

15.11. Military Leave The College will abide by applicable current federal and state laws regarding military leave.

Article 16 INSURANCE

16.1 Liability Coverage: Kendall College of Art and Design will provide \$1 million “Wrongful Act” Liability coverage for all faculty acting within the scope of their authority per the Master Policy.

16.2 Workers’ Compensation: All faculty are covered by Workers’ Compensation Insurance.

16.3 Medical/Dental/Vision/Life/AD&D/Long-term Disability Insurance
Summary: Full-time ranked tenured faculty, full-time ranked tenure-track faculty, and full-time ranked faculty holding term appointments shall have a choice of plan options.

- A.** KCAD will form a health care committee which will be comprised of representatives from administration, the Kendall Faculty Association and other non-KFA groups wishing to participate. The health care committee will monitor the FSU/KCAD benefit plan options offered and will make recommendations as to plan design, types of plans offered, number of plan options offered, etc.
- B.** Effective with contract approval by the FSU board, the medical/health insurance plan options available shall be the same plan options as offered to KCAD administrative and non-represented employees (currently Ferris 1, Ferris 2, Ferris 3, Ferris 4). The dental, vision, life, accidental death and dismemberment and long-term disability insurances will be offered through MESSA. The Employer reserves the right to change any offered medical/health plan option(s) as it deems necessary. If possible, the Employer will provide the KFA and all plan participants with at least thirty (30) days’ advance notice prior to any such changes.

C. The Employer reserves the right to discontinue any medical/health plan option where participation (both FSU and KCAD employees) in that particular plan option falls below 100 participants/enrollees. The Employer will provide the KFA and each affected plan participant with notice and adequate time to enroll in an alternate plan option.

D. Faculty Not Electing Medical Insurance (Opt Out)

Faculty members not electing medical insurance coverage through an offered plan option will receive \$150 per month. The faculty member will receive such payment on a monthly basis as taxable income to the faculty member. The member will remain eligible for dental, vision, life, AD&D and LTD insurance coverage. KCAD will pay all premiums for dental, vision, life, AD&D and LTD insurance coverage.

16.4 Medical/Dental/Vision/Life/AD&D/LTD Insurance College Contributions:

The College will contribute up to a maximum annual amount toward insurance premiums as listed in the table below. The faculty member is responsible for paying the balance of the premiums through payroll deductions. In the event any annual total insurance premiums are reduced below the listed maximums, the College's contribution toward insurance will also be reduced by applying the same percentage of the reduction in the total actual premium. Only one (1) health program offered by the College is allowed per household and/or family.

Annual College Contributions, up to:

	<u>7/1/17 – 6/30/18</u>
Single	\$6,344.80
Two-Person	\$13,268.93
Family	\$17,304.02

For each benefit plan year thereafter, for the term of the Agreement, the above Employer contribution will increase to either the percentage increase by the statutory "hard-cap" amount (increased as set forth by the Publicly Funded Health Insurance Contribution Act, PA 152, MCL 15.561, et seq.), or by the actual premium increase, or by three percent (3%), whichever is less.

16.5 Duration of Insurance for Full-time Faculty Holding Term Appointments:

For the period from April 25, 2018 through August 20, 2022, full-time term faculty holding full academic year term appointments shall have health insurance coverage (according to faculty member's enrollment elections) beginning September 1 of the academic year and ending on August 31 of the following year, equaling 12 months of coverage. This shall not be construed as a guarantee of 12 months' coverage in the event the coverage is terminated, for any reason, prior to the end of the academic year.

Full-time term faculty members holding full academic year term appointments are paid over 20 pay periods in the academic year, therefore, the faculty member's share of the health insurance premiums for the full 12 months must be collected over 19 pay periods. The 19 pay periods begin on the first pay period in September after health insurance elections have been made and continue through the last pay in mid-May.

Full-time term faculty members holding one semester appointments shall have insurance coverage during the dates of their appointment only. Their health insurance coverage shall end on the last day of the month following the end of their temporary semester appointment.

16.6 Flexible Spending Account The College shall provide full-time ranked tenured faculty and full-time ranked tenure-track faculty the following flexible spending account benefits pursuant to a qualified plan under Section 125 of the Internal Revenue Code:

- A. Medical spending account;
- B. Dependent care spending account; and
- C. Insurance premium contributions.

Funding shall be through salary deduction. The College will pay the cost of implementation and administration.

16.7 Insurance for Adjunct Faculty Adjunct faculty will be allowed to purchase medical/dental/vision insurance through Kendall College of Art and Design, to the extent allowable by the insurance carrier, at the group rate.

16.8 Flexible Benefits Plan Full-time ranked faculty holding term appointments and adjunct faculty may elect to pay their share of insurance through the College's Section 125 Plan.

Article 17 OTHER FRINGE BENEFITS

17.1. Faculty Tuition Waiver Beginning with the 2017-2018 academic year, full-time ranked tenured, and full-time ranked tenure-track, and retired full-time faculty shall be provided a tuition waiver benefit of up to six (6) credit hours per semester, to be applied to Kendall College of Art and Design undergraduate or graduate credit courses and/or \$3,100 per semester to be applied to non-credit Kendall College of Art and Design or Ferris State University credit and/or non-credit courses. Courses may be taken for which the faculty member has satisfied the class prerequisites, if space is available and there is sufficient enrollment to hold the class, provided a paying student is not displaced, and for current faculty, provided such attendance does not conflict with their academic obligations. Faculty who take courses will pay all course and student fees.

- 17.2. Spouses and Dependent Children Tuition Waiver** Beginning with the 2017-2018 academic year, spouses and eligible dependent children of full-time ranked tenured and full-time ranked tenure-track faculty shall be provided a tuition waiver benefit of up to six (6) credit hours per semester to be applied to Kendall College of Art and Design undergraduate or graduate credit courses and/or \$3,100 per semester to be applied to non-credit Kendall College of Art and Design or Ferris State University credit and/or non-credit courses. Courses may be taken for which the spouse or eligible dependent child has satisfied the class prerequisites, if space is available and there is sufficient enrollment to hold the class, provided a paying student is not displaced. Spouses and eligible dependent children who take courses shall pay all course and student fees.
- 17.3. Incentive Funding** Institutional funding of meritorious proposals for professional activity, creative activity, writing, research, travel, or formal study may be awarded, subject to available funds, to full-time faculty. Proposals shall be submitted to their program Chairperson for approval. Chair-approved proposals shall be submitted to the President for approval.
- 17.4. Faculty Professional Development Program** Effective with the 2017/2018 academic year, full-time ranked tenured and full-time ranked tenure-track faculty will be eligible for reimbursement of up to \$1,525 per fiscal year for expenses incurred in the pursuit of their professional work on behalf of the College. Effective with the 2018/2019 academic year, full-time ranked tenured and full-time ranked tenure-track faculty will be eligible for reimbursement of up to \$1,550 per fiscal year for expenses incurred in the pursuit of their professional work on behalf of the College. Effective with the 2019/2020 academic year, full-time ranked tenured and full-time ranked tenure-track faculty will be eligible for reimbursement of up to \$1,575 per fiscal year for expenses incurred in the pursuit of their professional work on behalf of the College. Effective with the 2020/2021 year, full-time ranked tenured and full-time ranked tenure-track faculty will be eligible for reimbursement up to \$1,600 per fiscal year for expenses incurred in the pursuit of their professional work on behalf of the College. Effective with the 2021/2022 year, full-time ranked tenured and full-time ranked tenure-track faculty will be eligible for reimbursement up to \$1,625 per fiscal year for expenses incurred in the pursuit of their professional work on behalf of the College. Expenses eligible for reimbursement include but are not limited to the following: professional supplies, equipment, and materials related to the production, display, exhibition, and transportation of art and design, professional dues and fees, hosting, designing, and maintaining a professional website, professional publications, professional conference fees, participation in professional events, and related travel expenses, research materials and other approved related expenses.

The faculty member must complete the form(s) provided by the College, and provide documentation verifying the expenses incurred. Reimbursements will only be made for items purchased during the fiscal year the request is being made. Reimbursement for eligible expenses will be made by the College no later than the end of the month following the month in which they were submitted. Furthermore,

expenses for the current fiscal year must be submitted no later than June 1. All receipts must be submitted for reimbursement at one time.

Article 18 Academic Year Calendar, Contact Hours, and Class Size

18.1. Academic Year Calendar The academic year shall consist of thirty (30) weeks of instruction and up to a total of twelve (12) days for staff meetings, annual student exhibition, commencement, and other College activities.

A. The College will publish a calendar for each academic year as follows:

1. There will be a total of 148-152 instructional and exam days each year (i.e., 74-76 days during fall semester, 74-76 days during spring semester).
2. There shall be a minimum of one (1) week between the fall and spring semesters.

B. Classes will be canceled on the following days:

Labor Day
Thanksgiving Day and Friday immediately thereafter
Day prior to Christmas
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
Thursday before Easter
Good Friday
Saturday before Easter
Memorial Day
Independence Day

18.2. Contact Hours A full-time ranked faculty member is contracted for a total of 21 hours per week for the academic year. A full-time studio faculty member is a member who teaches a total of 18 contact hours plus 3 office hours per week. A full-time art history/general education faculty member is a member who teaches a total of up to 9 contact hours, 9 hours for preparation and 3 office hours. A faculty member may elect to teach a combination of studio and academic courses, the total of such combination must equal a total of 21 hours per week. Any class taught as part of a faculty member's regular teaching load which students are required to take for credit shall be compensated on the same basis regardless of when taught during the normal academic year. The President at his/her discretion may grant a full-time faculty member release time from teaching responsibilities.

18.3. Class Size Classes will not exceed Twenty-three (23) students per instructor in a 3-hour studio class and forty-five (45) students in a lecture class, after taking into account overall student enrollment, size and availability of classrooms, availability of qualified instructors, expected student attrition, the levels of students in the

classes, the adequacy of the classroom and equipment, the nature of the subject area, and other relevant factors.

It is suggested that class sizes in the following class categories will be as follows:

Graduate studio and/or graduate thesis: 14

Seminars: 19

Undergraduate studio: 18

Undergraduate thesis: 14

These numbers may be exceeded, but only in consultation with the instructor of record and respective program chair, and only after approval by the Dean of Academic Affairs.

In addition to the above class size parameters, the College will provide classrooms, equipment, and supplies, which are sufficient to provide proper instruction for the number of students in a particular class.

Article 19 SALARIES AND OTHER COMPENSATION

19.1. Salaries—Full-time Ranked Tenured and Full-time Ranked Tenure-Track Faculty

A. Increase to Minimum Salaries Minimum academic year salaries for each rank for full-time ranked tenured and full-time ranked tenure-track faculty will be as follows:

Rank	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Instructor	\$35,700	\$36,400	\$37,130	\$37,870	\$39,000
Assistant Professor	\$49,980	\$50,980	\$52,000	\$53,040	\$54,630

B. Increase for Promotion Following the increase in Article 19.1A., those full-time ranked tenured and full-time ranked tenure-track faculty receiving a promotion at the beginning of the academic year will be eligible for the following increase in their base academic year salary:

Rank	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Associate Professor	\$2,540	\$2,580	\$2,625	\$2,670	\$2,710
Professor	\$4,570	\$4,640	\$4,710	\$4,785	\$4,860

C. Market Increases

1. Following the increase in Article 19.1.B., a pool of dollars will be available for market adjustments to the base academic year salaries of full-time ranked tenured and full-time ranked tenure-track faculty as follows:
 - a. Assistant Professors will be eligible to receive a market adjustment at the beginning of the third academic year following their date of hire into a tenure track position. Market adjustment dollars will be allocated by one (1) unit for those assistant professors whose salary is less than the Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank for the previous academic year. Such calculated units will increase the base academic year salary up to the HEADS private institution average salary by rank.
 - b. Associate Professors will be eligible to receive a market adjustment at the beginning of the next academic year following their date of hire or promotion in rank. Market adjustment dollars will be allocated by one-point-seven (1.7) units for those associate professors whose salary is less than the Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank for the previous academic year. Such calculated units will increase the base academic year salary up to the HEADS private institution average salary by rank.
 - c. Professors will be eligible to receive a market adjustment at the beginning of the next academic year following their date of hire or promotion in rank. Market adjustment dollars will be allocated by two-point-three (2.3) units for those professors whose salary is less than the Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank for the previous academic year. Such calculated units will increase the base academic year salary up to the HEADS private institution average salary by rank.
 - d. The most current Higher Education Arts Data Services (HEADS) Data Summaries for Private Institutions, by rank, used to determine salary increases, shall be provided to the Kendall Faculty Association each year for the duration of this agreement.
2. Market adjustment salary increases shall increase with a total pool of up to the following dollars:

2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
\$80,000	\$80,000	\$80,000	\$83,000	\$86,000

- D. Percentage Increases** Following the increase in Article 19.1.B., full-time tenured and tenure track faculty whose salaries are above the Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank for the previous academic year shall have their salaries increased by the following percentages:

2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
1.75%	1.75%	1.75%	2.00%	2.00%

- E. Merit Award** Following the increase in Article 19.1.A.-D., a fixed pool of dollars will be established annually for merit to full-time ranked tenured and full-time ranked tenure-track faculty. Following the evaluation of faculty by the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee under Article 10, the Committee will submit to the President a list of those faculty rated exemplary and superior no later than April 30th of each academic year for consideration for merit awards. The Committee will also provide the President with a written report detailing the contributions of the faculty member warranting a merit award. The President may add individuals to the list to be considered for merit awards should he/she deem individuals to have made exemplary and superior contributions toward the advancement of their professional development, their profession, or the College. Faculty members who did not provide a Self-Evaluation/Faculty Annual Report to the Faculty Evaluation, Tenure, Promotion and Sabbatical committee shall not be eligible for merit award from this fixed pool of dollars.

The President shall determine the number of awards, who from the list will be given an award, and the amount of each award, subject to the general limitation that no award will be less than \$1,000 and no more than \$1,500. The allotted pool of merit award funds shall be disbursed in total each year. The President will make the decision with respect to merit awards no later than May 31st of each academic year.

A final annual report outlining the distributed amounts shall be provided to the Association and published to all tenured and tenure track members of the faculty at the time the faculty are notified of their awards. This report must include the ranked scores of all tenure and tenure-track faculty from the

Faculty Evaluation, Tenure, Promotion and Sabbatical Committee, along with the merit amounts distributed corresponding to those scores. The report shall remain anonymous by not including names or other identifying factors.

The merit award will be dispensed annually as a one-time payment no later than August 30th the following fiscal year. The total dollar pool assigned to merit awards is as follows:

2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
\$25,000	\$25,000	\$25,000	\$26,000	\$27,000

- F. Effective Date of Salary Increases** The salary increases listed in Article 19 shall be effective with the first paycheck of each applicable academic year.

- 19.2. Salaries— Full-time ranked faculty holding term appointments** For faculty holding a term appointment, academic year salary is as follows depending on rank:

Rank	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Instructor	\$35,700	\$36,400	\$37,130	\$37,870	\$39,000
Assistant Professor	\$49,980	\$50,980	\$52,000	\$53,040	\$54,630

- 19.3. Salaries—Adjunct Faculty** Adjunct faculty will be paid the following amounts for each three (3) credit course taught during an academic year and/or Summer semesters. Such amounts are based on the number of semesters taught at KCAD as follows:

Number of Semesters	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
0-5	\$4,010	\$4,075	\$4,140	\$4,205	\$4,270
6-10	\$4,520	\$4,590	\$4,660	\$4,735	\$4,810
Over 10	\$4,925	\$5,000	\$5,080	\$5,160	\$5,240

Where prior experience, training, and credentials warrant, the College may pay adjunct faculty up to the top of the adjunct salary schedule.

19.4. Program Chairperson Compensation

A. Number of Students in Program(s) The number of students taught in all of the courses within a program(s) will be determined at the end of the drop/add period in the fall semester for the academic year program chairperson compensation. Faculty who chair multiple degree-granting programs, including undergraduate and graduate programs within the same discipline, shall have enrollment numbers from all programs chaired counted toward the compensation structure outlined 19.4.B.

B. Academic Year Compensation The academic year compensation for chairpersons will be calculated as follows:

All chairpersons will receive base compensation of \$2,700 per academic year plus:

1. \$1,080 for programs with fewer than 150 students;
2. \$2,160 for programs between 151 and 299 students;
3. \$2,200 for programs with 300 students and above.

C. Summer Compensation Each Program Chairperson serving as Program Chairperson for the summer will receive compensation of \$650, which will be paid over the duration of the summer.

19.5. Summer Semester(s) Salaries Faculty members who teach in the summer semester(s) shall be issued a supplemental letter of appointment subject to the following terms and conditions:

A. On or before February 1st, the faculty member will notify the Dean of Academic Affairs in writing of his/her desire to teach in the summer semester(s).

B. The preparation of the summer semester(s) budgets, program schedules, and teaching assignments shall be the responsibility of the Dean of Academic Affairs.

C. The separate summer semester(s) letter of appointment shall specify the faculty member's schedule and salary.

D. No staff days or committee assignments will be required of summer semester(s) faculty members.

E. Summer semester(s) teaching assignments will be compensated at the following rates per three-credit course:

1. Adjunct/Term Appointment faculty: Per Article 19.3.
2. Tenured/Tenure-track faculty at the Assistant Professor level or higher: Per Article 19.6.B

19.6. Overload Course Compensation During each semester, a full-time ranked tenured or full-time ranked tenure-track faculty member may teach an additional course (beyond the normal full-time level) for which the faculty member is qualified. Overload courses are subject to the approval of the Dean of Academic Affairs and the President. In the event that more than one full-time faculty member wishes to and is qualified to teach an additional course, the Dean of Academic Affairs will make the determination.

Full-time faculty members who teach an additional course outside their regular teaching load shall be issued a supplemental letter of appointment, subject to the following terms and conditions:

- A. A separate overload letter of appointment will specify the faculty member's schedule and salary.
- B. The full-time faculty member will be paid an amount equal to two (2%) percent of his/her current base academic year salary, plus the amount specified for adjunct faculty with over ten semesters experience as provided in Article 19.3.

19.7. Independent Study Independent Study courses are subject to the approval of the Dean of Academic Affairs. Full-time term appointment, tenure-track and tenured faculty members who teach independent study will be paid at the following rates per credit per student, with the following not to exceed the following maximums per semester for fall, spring, or summer I and II combined:

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Per Credit	\$500	\$500	\$525	\$525	\$535
Maximum	\$3,000	\$3,000	\$3,150	\$3,150	\$3,210

19.8. All-College Senate Chairperson Compensation In recognition of the responsibilities and duties of the chair on the All-College Senate during their one-year of service, the Senate Chairperson shall receive a stipend in the amount of \$4,000.

19.9. Kendall Faculty Association Officers Compensation The 2017 Kendall Faculty Association (KFA) Bargaining Team, at the conclusion of contract negotiations with the College, the officers of the KFA (President, Vice-President, Secretary, Treasurer, or designee(s)), and no more than four in total, shall each receive a \$2,800 stipend for participating in contract negotiations.

Article 20 RETIREMENT PLAN AND TAX SHELTER PROGRAM

- 20.1.** Plan will be a 403(b) defined contribution plan funded by the College at the levels set forth in Article 20.5.
- 20.2.** Faculty will choose whether the contributions will be deposited with TIAA-CREF and/or Fidelity.
- 20.3.** All full-time ranked tenure-track and full-time ranked tenured faculty members will be eligible for College contributions.
- 20.4.** Faculty will be eligible to participate after two years of continuous employment. Once eligible to participate, a faculty member's contribution will be vested immediately.
- 20.5.** Plan contributions will be made at the level of twelve (12%) percent of the faculty member's base salary for the academic year. Those Kendall faculty with contribution levels of fifteen (15%) percent as of September 1, 2001, will remain at fifteen (15%) percent.
- 20.6.** This retirement plan for faculty members will be maintained in accordance with the Kendall College of Art and Design Defined Contribution Retirement Plan. After notification of and concurrence by the Association, the College can make technical amendments to respond to government requirements.

Article 21 REDUCED WORKLOAD STATUS

- 21.1. Faculty Members with Reduced Workload Status as of August 20, 2012**
Faculty members working under an existing Reduced Workload Status Memorandum of Understanding as of August 20, 2012 will be covered under the terms and conditions as stated in Article 21.1 of the Agreement from August 21, 2007 to August 20, 2012.
- 21.2. Philosophy and Purpose of Reduced Workload Status** Recognizing that faculty members have a variety of personal and professional goals as they approach retirement, the Association and the College have adopted reduced workload status for those full-time tenured faculty members who wish to reduce their teaching load for a predetermined period of time before retiring from Kendall College of Art and Design of Ferris State University. Despite being on reduced workload status, a faculty member continues to be treated as a member of the bargaining unit for all other purposes. Reduced workload status is not designed for faculty members who must reduce their teaching or other activities due to illness or disability and thus does not replace or take precedence over the policies governing sick leave or disability. Instead, reduced workload status is designed for those faculty who wish to transition to retirement. While teaching a reduced number of courses, the faculty member must continue with all other responsibilities in Article 3.1. including, but not limited to, institutional and community service, and professional and/or scholarly activity. If a faculty

member wishes to just teach after retirement, the College may hire the faculty member as an adjunct faculty member.

21.3. Eligibility To be eligible for reduced workload status, a faculty member must be a ranked, full-time, tenured faculty member who has attained a combination of age and years of experience at Kendall College of Art and Design of Ferris State University equal to seventy (70) years.

21.4. Process for Application and Approval A faculty member applies for reduced workload status to the Dean of Academic Affairs. The faculty member makes application at least one semester, preferably one academic year, in advance of the projected start date for reduced workload status. The College commits to providing the faculty member information—or access to information—that will assist the faculty member in reaching a decision that best meets his/her professional and personal retirement goals.

In his/her application, the faculty member specifies the projected date of retirement, the consequent number of years he/she wishes to have reduced workload status, and whether the faculty member wishes a one-third or two-thirds reduction in teaching load. The reduction will be equal for both the fall and the spring semester.

The President will consult with the Dean of Academic Affairs and the Program Chairperson of the faculty member's program to assess the impact upon the Program. The Program Chairperson's role is consultative only, and the Program Chairperson makes no recommendation regarding approval or disapproval of the faculty member's application. The President will make the decision, which shall be final.

The terms and conditions of a faculty member's reduced workload status will be set forth in a memorandum of understanding signed by both the faculty member and the College.

After applying for and receiving reduced workload status, a faculty member may not return to full-time status.

21.5. Description of Reduced Workload Status The salary of a faculty member on reduced workload status will be reduced proportionate to the workload. A faculty member on reduced workload status continues to be eligible for all fringe benefits, however, the faculty member shall have those benefits related to salary (i.e. retirement, short-term disability insurance, long-term disability insurance, life insurance, and FICA) reduced proportionately.

Reduced workload status may not exceed more than three academic years and shall lead to the faculty member's retirement from the College.

If a faculty member on reduced workload status wishes to shorten the projected date of retirement set forth in his/her application for reduced workload status, the

faculty member informs the College through a revised application for reduced workload status.

Under reduced workload status, a faculty member's workload may be reduced by either one-third or two-thirds over the fall and spring semesters, with the start of reduced workload status corresponding with the start of either a fall or a spring semester. A faculty may reduce their workload from two-thirds to one-third by submitting a revised memorandum of understanding. A faculty member may not increase their workload from one-third to two-thirds.

The teaching schedule of a faculty member on reduced workload status will be developed in accordance with the normal College practices.

For purposes of determining reduced workload status, only teaching carried out during the fall and spring semesters applies.

If a faculty member on reduced workload status wishes to teach during a summer session, such teaching is treated in accordance with the policies governing summer courses and does not enter the determination of a faculty member's full-time or reduced workload status. A faculty member on reduced workload status may teach in the summer session so long as no full-time faculty member requests the course.

Article 22 **CONTRARY TO LAW PROVISION** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the College and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Article 23 **COMPLETE AGREEMENT**

- 23.1. Agreement** This Agreement incorporates all the mutually agreed to subjects of negotiation and both parties acknowledge that they were free to discuss all matters of concern dealing with wages, hours, and working conditions.
- 23.2. Changes** This Collective Bargaining Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.

Article 24 DURATION

This Agreement shall become effective upon ratification by both parties and remain in effect until August 20, 2022. This Agreement shall not be extended orally, and negotiations between the parties, if requested in writing by either party, shall begin at least sixty (60) days prior to the expiration date of this Agreement. It is understood that this Agreement will automatically renew for one year if no request is made to begin negotiations by June 21, 2022. If an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at said date unless it is extended for a specific period or periods by mutual written agreement of the parties.

FOR KENDALL COLLEGE
OF ART AND DESIGN OF FERRIS
STATE UNIVERSITY

FOR THE KENDALL FACULTY
ASSOCIATION/MEA/NEA



Kurt Sherwood
Miller-Canfield



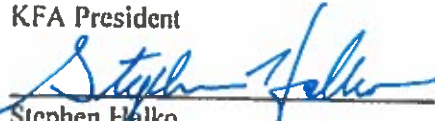
Sandy Britton
KCAD Dean of Student Success



John Globoker
KCAD Chief Financial Officer



Adam DeKraker
KFA President



Stephen Halko
KFA Vice President



Anne Norcross
KFA Treasurer



Diane Zecuw
KFA Secretary



On behalf of the MEA/NEA

Date: 8-30-18

Date: 9.5.18

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**APPENDIX A
FACULTY GRIEVANCE FORM**

Grievance No. _____

Date Filed: _____ Name of Grievant: _____

Nature of Grievance:

Article/Section(s) Violated:

Relief Sought:

Signature of Grievant

Date

Step One: Discussion with Program Chairperson (See Article 5.2.A)

Date of discussion with Program Chairperson: _____

Disposition by Program Chairperson: _____

Signature of Program Chairperson

Date

**APPENDIX A FACULTY
GRIEVANCE FORM**

Step Two: Dean of Academic Affairs (See Article 5.2.B)

Date received by Dean of Academic Affairs: _____

Disposition by Dean of Academic Affairs: _____

Signature of Dean of Academic Affairs Date

Step Three: President (See Article 5.2.C)

Date received by President: _____

Disposition by President: _____

Signature of President Date

Step Four: Binding Arbitration (See Article 5.2.D)

Date submitted to Arbitration: _____

Signature of Association Representative: _____

Note: If additional space is needed under any step, please attach additional sheet(s) of paper.

**APPENDIX B
FACULTY EVALUATION RATING SCALE**

The number "5" denotes the highest score; number "1" the lowest score. In each category, following the number will be a decimal system of numbers (1.0 to 5) which will address the variance of performance between numbers in each category. The total *overall* performance score will be between 15, the highest, and 3, the lowest.

The rating scale in each category is as follows:

	Teaching Effectiveness (40%)
	Creative/Scholarly Activity (30%)
	Service (30%)
	Sub Total
X3	
	Total

The overall performance rating scale is as follows:

15	
14	
13	<u>Exemplary</u>
12	
11	
10	<u>Superior</u>
9	
8	
7	<u>Satisfactory</u>
6	
5	
4	
3	<u>Unsatisfactory</u>

APPENDIX B
FACULTY EVALUATION RATING SCALE

The Faculty Evaluation, Tenure, Promotion and Sabbatical Committee has rated your overall faculty performance in the Academic Year:

Your Student Course/Instructor Rating is:

After a review of the faculty member is complete and if disagreements are raised over their evaluation, the faculty member may request in 10 days a review appointment to meet with the President. This review and any changes in the evaluation will be the final report.

APPENDIX B - 1
FACULTY EVALUATION, TENURE, PROMOTION AND SABBATICAL
COMMITTEE EVALUATION REVIEW

MEMORANDUM

TO:

FROM: Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee

DATE:

RE: Evaluation Review

Per Article 10.7.D.1, This evaluation review will consist of a minimum of two paragraphs which highlight the strengths as well as concerns regarding the faculty member and offer recommendations for future development, if appropriate.

APPENDIX B - 2
DEAN OF ACADEMIC AFFAIRS
EVALUATION REVIEW

MEMORANDUM

TO:

FROM: Dean of Academic Affairs

DATE:

RE: Evaluation Review

Per Article 10.7.D.2. The Dean of Academic Affairs will review the recommendations of the Faculty Evaluation, Tenure, Promotion and Sabbatical Committee, this along with his/her recommendations and commentary, if any, will be forwarded to the faculty member.

**APPENDIX C LETTER OF
AGREEMENT I
OTHER ELIGIBLE ADULT BENEFITS**

Kendall College of Art and Design of Ferris State University and the Kendall Faculty Association agree to incorporate, in its original form, the following Letter of Agreement pertaining to Other Eligible Adults, into the collective bargaining agreement, but change the expiration date from August 20, 2012 to August 20, 2017.

Letter of Agreement entered into on April 6, 2010

Whereas, Kendall Faculty Association/Michigan Education Association/National Education Association (Association) desires to extend the definition of persons eligible for certain benefits to "Other Eligible Adults" or "OEA";

Whereas, Kendall College of Art and Design of Ferris State University (the College) agrees to do so along the following terms and conditions:

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Letter of Agreement shall commence when it has been signed by all necessary parties and shall expire at midnight on August 20, 2012.
2. Open Enrollment for OEA shall begin as soon as practicable after this Letter of Agreement has been fully executed.
3. Initially the decision of whether a Member's OEA is eligible for this Program shall be made by the KCAD Manager of Human Resources. A Member may appeal the decision according to the normal process for appealing such decisions.
4. The following Program Summary and Enrollment Form outlines the terms and conditions of the Program and eligibility under the Program.

Other Eligible Adult Health Care Plan (Medical, Hospitalization, Vision, Dental, and Prescription Drug) Program Summary and Enrollment Form

A program effective as soon as practicable, that changes the eligibility criteria for enrollment in its health care plan(s) (medical, hospitalization, vision, dental, and prescription drug, hereinafter referred to as "health care plan "). Individuals are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The College shall determine how the below-listed eligibility criteria and disqualifications will be applied during the program, and the documentation required in connection with enforcement. The College also reserves the right to modify, suspend or terminate this program if required by law to do so.

Under the program, an employee in the bargaining unit represented by the Association ("Member") may enroll one (1) "other eligible adult" ("OEA") in a Kendall-sponsored health care plan available to Members as defined by the 2007-12 Master Agreement, but only if ALL of the following *OEA eligibility criteria* are met:

- The Member is eligible for and enrolled in the Kendall-sponsored health care plan as defined by the 2007-12 Master Agreement;

**APPENDIX C LETTER OF
AGREEMENT I
OTHER ELIGIBLE ADULT BENEFITS**

- The Member does not have a current or former spouse who is enrolled in any Kendall-sponsored health care plan or receiving any consideration to "opt-out" of any such Kendall-sponsored plan, if such enrollment or "opt-out" is based upon any relationship with the Member seeking to designate the OEA;
- The OEA is an adult under Michigan law;
- The OEA currently resides in the same residence as the Member and has done so for the last 18 continuous months;¹
- The OEA is not a tenant of the Member, and the Member is not a tenant of the OEA;
- The OEA is not a "dependent" of the Member as defined by the IRS; and the Member is not a "dependent" of the OEA; and
- The OEA is not eligible to inherit from the Member, or from the Member's current or former spouse, under the laws of intestate succession in the State of Michigan (This provision does not preclude the Member from naming the OEA in his or her estate plan).

Eligibility to continue coverage for an OEA ceases at the end of the month in which anyone or more of the eligibility criteria are not met.

The following individuals are *disqualified* from eligibility *as an OEA* under this program:

- The current or former spouse of the Member²
- The children (including adopted, step- and foster children) of the Member or of the Member's current or former spouse, and their descendants (e.g., children, grandchildren, etc.)
- The parents (including adopted, step- and foster parents) of the Member or of the Member's current or former spouse and their descendants (e.g., the Member's siblings, nieces, nephews, in-laws, etc.)
- The grandparents of the Member or of the Member's current or former spouse, and their descendants (e.g., aunts, uncles, cousins, etc.)
- The Member's renters, boarders, tenants, landlord, etc.

Eligibility to continue coverage for an OEA ceases immediately upon an OEA becoming disqualified.

An OEA's children (including adopted, step- and foster children) who are qualified and claimed as IRS-defined dependents by the Member's eligible and enrolled OEA are also eligible for health care benefits in the same plan if they are members of the Member's household and under the age of 19 or a full-time student (as defined in the applicable health care plan) and they are unmarried (up to age 23 if an IRS-defined dependent). Such children's eligibility to continue coverage ceases immediately upon the OEA or the child becoming ineligible or disqualified.

APPENDIX C
LETTER OF AGREEMENT I
OTHER ELIGIBLE ADULT BENEFITS

Members must notify the KCAD Manager of Human Resources in writing of any change in eligibility status or any disqualification, within 15 days after the relevant event.

The OEA enrollment form can be submitted only during the regular open enrollment period, or within 30 days after all of the eligibility criteria are first met, or within 30 days after an eligible OEA involuntarily loses health care benefits sponsored by another employer (a special enrollment event).

¹ Numerous factors may be considered in determining residency, including such items as: (1) location of a person's principal residence; (2) address listed on a person's driver's license and any changes; (3) registration address of a person's vehicle(s); (4) address of a person's professional license(s); (5) address where a person is registered to vote; (6) location of the bank(s) where a person maintains accounts and statement address on same; (6) address on checking account, credit accounts/cards, etc. There will not be determined to be a break in residency if the OEA temporarily resides in the FSU employee's and OEA's former residence to sell a home or to stay with minor children to complete the current school year.

² A former spouse may be eligible as an OEA if after the divorce the former spouse becomes eligible again under the eligibility requirements above. The period of continuous residence must begin again after the divorce.

APPENDIX D
LETTER OF AGREEMENT
YMCA MEMBERSHIP FOR TENURE-TRACK AND TENURED FACULTY

Kendall College of Art and Design of Ferris State University and the Kendall Faculty Association agree that the College will maintain a corporate membership with the YMCA of Greater Grand Rapids provided the College and the YMCA meet the terms of their most recent signed agreement.

Per the current agreement, the College will contribute \$10 toward the employee's monthly membership fee for any membership type (Adult, Family, etc.). The YMCA will match the \$10 toward the monthly membership fees for all membership types.

Employees may choose to pay for the monthly membership through bi-weekly payroll deduction or work directly with the YMCA through a bank draft deduction.

Employees are on an annual (12 month) commitment for their first year. If the employee cancels their membership once they have met the requirements of the initial annual agreement, they will be required to notify the YMCA and the College with a written 14-day notice.

All terms of the membership are according to the signed agreement between the College and the YMCA of Greater Grand Rapids. The College or YMCA may terminate their agreement according to the terms of the current agreement, in which case this Letter of Agreement will also terminate.

Tenure-track and tenured faculty are eligible for this benefit.

TA
4/6/18

Letter of Agreement

Kendall College of Art and Design of Ferris State University (KCAD) and the Kendall Faculty Association (KFA) agree as follows:

KCAD will continue to make the contributions set forth in Article 16.5 of the parties' 2012-2017 collective bargaining agreement through June 30, 2018. Effective July 1, 2018 KCAD contributions will be calculated as set forth in Article 16 of the parties' 2017-2022 collective bargaining agreement.

KCAD will pay to each full-time faculty member \$330 (not to base; subject to mandated/authorized withholdings) on the first full pay period in the Fall 2018 semester, the Fall 2019 semester, and the Fall 2020 semester.

April 6, 2018

FOR KENDALL COLLEGE OF ART AND DESIGN
OF FERRIS STATE UNIVERSITY

FOR THE KENDALL FACULTY
ASSOCIATION/MEA/NEA

K + N Shawood

Alana Peterson 04/06/18

