



**Kendall**

College of Art and Design  
of Ferris State University

*Imagine More*

## **AGREEMENT**

between

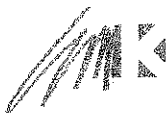
**The Kendall Faculty Association**

and

**The Kendall College of Art and Design  
of Ferris State University**

**August 21, 2007 to August 20, 2012**

Kendall College of Art and Design  
of Ferris State University  
17 Fountain Street NW  
Grand Rapids, MI 49503  
616 451 2787 800 676 2787



**AGREEMENT**  
**between**  
**The Kendall Faculty Association**  
**and**  
**The Kendall College of Art and Design of Ferris State University**  
**August 21, 2007 to August 20, 2012**

**TABLE OF CONTENTS**

		<u>Page</u>
<b>Article 1</b>	<b>AGREEMENT AND RECOGNITION.....</b>	<b>1</b>
	<b>1.1.</b> The Parties.....	1
	<b>1.2.</b> Recognition.....	1
	<b>1.3.</b> Effective Date.....	1
<b>Article 2</b>	<b>ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES.....</b>	<b>1</b>
	<b>2.1.</b> Rights.....	1
	<b>2.2.</b> Responsibilities.....	1
<b>Article 3</b>	<b>FACULTY RESPONSIBILITIES.....</b>	<b>2</b>
	<b>3.1.</b> Professional Obligation.....	2
	<b>3.2.</b> Faculty Meetings.....	2
	<b>3.3.</b> Program Chairpersons.....	2
<b>Article 4</b>	<b>NONDISCRIMINATION.....</b>	<b>4</b>
<b>Article 5</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>4</b>
	<b>5.1.</b> Definition of a Grievance and a Grievant.....	4
	<b>5.2.</b> Grievance Procedure.....	4
<b>Article 6</b>	<b>NO STRIKE OR LOCKOUT.....</b>	<b>6</b>
<b>Article 7</b>	<b>FACULTY APPOINTMENTS, NONRENEWAL, TERMINATION, AND RESIGNATION.....</b>	<b>6</b>
	<b>7.1.</b> Types of Faculty Appointments.....	6
	<b>7.2.</b> Nonrenewal/Termination of Appointments.....	7
	<b>7.3.</b> Termination for Just Cause.....	8
	<b>7.4.</b> Resignation/Retirement.....	8

	<u>Page</u>
<b>Article 8</b>	<b>PROFESSIONAL CONDUCT..... 8</b>
8.1.	Professional Conduct..... 8
8.2.	Sexual, Racial, and Other Harassment..... 9
8.3.	Progressive Discipline..... 9
<b>Article 9</b>	<b>ASSOCIATION RIGHTS.....9</b>
9.1.	Check Off.....9
9.2.	Copyrights and Royalties.....9
9.3.	Academic Freedom.....9
9.4.	Copies of the Agreement..... 10
9.5.	Personnel Records..... 10
9.6.	Use of College Facilities..... 10
9.7.	Outside Employment..... 11
9.8.	Mutual Concern Conferences..... 11
9.9.	Released Time for Association Business..... 11
9.10.	Control of Classroom..... 11
9.11.	Involvement of Faculty in Policy Making..... 11
9.12.	College Data..... 12
9.13.	Faculty Senate..... 12
<b>Article 10</b>	<b>EVALUATION OF FACULTY.....12</b>
10.1.	Purpose..... 12
10.2.	Areas of Review..... 12
10.3.	Frequency of Faculty Evaluation..... 12
10.4.	Evaluation, Tenure, Promotion, and Committee..... 13
10.5.	Faculty Evaluation Components..... 13
10.6.	Faculty Evaluation Criteria..... 13
10.7.	Faculty Evaluation Procedures..... 15
10.8.	Evaluation of Adjunct Faculty..... 16
10.9.	Evaluation of Program Chairpersons..... 16
10.10.	Professional Assistance Plan..... 17
<b>Article 11</b>	<b>CRITERIA AND PROCEDURES FOR TENURE..... 18</b>
11.1.	General Guidelines.....18
11.2.	Criteria for Tenure..... 18
11.3.	Process of Applying for Tenure..... 19
11.4.	Effective Date of Tenure.....20

	<u>Page</u>
<b>Article 12</b>	<b>CRITERIA AND PROCEDURES FOR PROMOTION.....</b> 20
	12.1. General Guidelines.....20
	12.2. Promotion Criteria.....20
	12.3. Procedure for Applying for Promotion..... 21
<b>Article 13</b>	<b>SENIORITY, LOSS OF EMPLOYMENT AND LAYOFF.....</b> 22
	13.1. Seniority..... 22
	13.2. Loss of Seniority and Employment..... 22
	13.3. Layoff..... 22
	13.4. Less than Full Load..... 23
	13.5. Recalls.....23
<b>Article 14</b>	<b>SABBATICAL LEAVES.....</b> 24
	14.1. Purpose..... 24
	14.2. Eligibility..... 24
	14.3. Duration of Leaves..... 24
	14.4. Conditions..... 24
	14.5. Procedure..... 24
<b>Article 15</b>	<b>LEAVES OF ABSENCE.....</b> 25
	15.1. Sick Leave..... 25
	15.2. Short-term Disability Leave..... 26
	15.3. Long-term Disability Leave..... 26
	15.4. Family and Medical Leave..... 27
	15.5. Unexcused Absence..... 27
	15.6. Personal Leave of Absence..... 27
	15.7. Bereavement Leave..... 27
	15.8. Jury Duty Leave..... 27
	15.9. Professional Leave..... 28
	15.10. Military Leave..... 28
<b>Article 16</b>	<b>INSURANCE.....</b> 28
	16.1. Liability Coverage.....28
	16.2. Accidental Death and Dismemberment..... 28
	16.3. Workers Compensation..... 28
	16.4. Medical/Dental/Vision/Life/ LTD Insurance..... 28
	16.5. Flexible Benefits Plan..... 32
	16.6. Insurance for Adjunct Faculty..... 32

	<u>Page</u>
<b>Article 17</b>	<b>OTHER FRINGE BENEFITS.....</b> 33
	17.1. Faculty Tuition Waiver..... 33
	17.2. Spouses and Dependent Children Tuition Waiver..... 33
	17.3. Faculty Reciprocal Arrangements.....33
	17.4. Incentive Grants..... 33
	17.5. Faculty Development Program..... 33
<b>Article 18</b>	<b>SALARIES, HOURS AND CLASSES.....</b> 34
	18.1. Salaries:.....34
	A. Full-time Ranked Tenured and Full-time Ranked Tenure-Track Faculty (2007/2008).....34
	B. Full-time Ranked Tenured and Full-time Ranked Tenure-Track Faculty (2008/2009).....36
	C. Full-time Ranked Tenured and Full-time Ranked Tenure-Track Faculty (2009/2010).....37
	D. Full-time Ranked Tenured and Full-time Ranked Tenure-Track Faculty (2010/2011).....38
	E. Full-time Ranked Tenured and Full-time Ranked Tenure-Track Faculty (2011/2012).....40
	F. Full-time Ranked Faculty Holding Term Appointments.....41
	G. Adjunct Faculty..... 42
	H. Program Chairperson Salaries..... 43
	I. Summer Semester(s)..... 44
	J. Overload Courses.....45
	K. Independent Study..... 45
	18.2. Academic Year Calendar..... 46
	18.3. Contact Hours.....46
	18.4. Class Size..... 47
<b>Article 19</b>	<b>MERIT AWARDS.....</b> 47
<b>Article 20</b>	<b>RETIREMENT PLAN AND TAX SHELTER PROGRAM.....</b> 48
<b>Article 21</b>	<b>REDUCED WORKLOAD STATUS.....</b> 48
	21.1. Philosophy and Purpose of Reduced Workload Status..... 48
	21.2 Eligibility.....48
	21.3 Process for Application and Approval..... 48
	21.4 Description of Reduced Workload Status.....49
<b>Article 22</b>	<b>CONTRARY TO LAW PROVISION.....</b> 50

	<u>Page</u>
<b>Article 23</b>	
<b>COMPLETE AGREEMENT</b> .....	50
<b>23.1.</b> Agreement.....	50
<b>23.2.</b> Changes.....	50
<b>Article 24</b>	
<b>DURATION</b> .....	51
<b>APPENDIX A</b>	
<b>FACULTY GRIEVANCE FORM</b> .....	52
<b>APPENDIX B</b>	
<b>FACULTY EVALUATION RATING SCALE</b> .....	54
<b>APPENDIX B - 1</b>	
<b>FACULTY EVALUATION, TENURE, PROMOTION     AND SABBATICAL COMMITTEE EVALUATION</b> .....	55

**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 6th day of September, 2007, 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 posted for a minimum of fifteen (15) days 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 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. Art Education
2. Art History
3. Digital Media
4. Foundation/Fine Arts/Painting
5. Furniture Design/Design Studies
6. Graphic Design
7. Illustration
8. Interior Design
9. Industrial Design
10. Liberal Arts and Sciences
11. Metals/Jewelry Design
12. Photography
13. Sculpture and Functional Art

**B.** Program Chairpersons are appointed from the full-time ranked tenured and full-time ranked tenure-track faculty by the President/Vice Chancellor. Nominations and expressions of interest shall be solicited from the full-time ranked tenured and full-time ranked tenure-track faculty within the program. Appointments shall be made by the President/Vice Chancellor in consultation with the

full-time ranked tenured and full-time ranked tenure-track faculty within the program. Appointments shall be for a one-year term, subject to termination at any time at the will of the President/Vice Chancellor.

**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 President/Vice Chancellor who will determine the final schedules;
5. Prepare, in consultation with the faculty members of his/her program, an Annual Report listing the activities of that program during the past year 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 President/Vice Chancellor;
8. Coordinate curriculum review and development within a given program and in collaboration with other program(s);
9. Evaluate student transfer credits for classes in appropriate programs;
10. Recruit and recommend adjunct faculty within the program;
11. Administer graduate programs, if any, within that program;
12. Assemble and convene an external program advisory board;
13. Work with the alumni office to cultivate and sustain relationships with alumni in respective programs, and work with the development office to cultivate and secure external support for respective programs;

14. Provide the Faculty Evaluation, Tenure, Promotion and Sabbatical Committee a recommendation on a faculty member's application for sabbatical;
15. 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 President/Vice Chancellor and as long as they are not contrary to the parties' Collective Bargaining Agreement and do not constitute a significant job expansion;
16. Accord professional treatment and courtesies to all faculty members at all time.

E. Program Chairperson Compensation (Refer to Article 18.1.H.)

#### **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 while the Program Chairperson is a member of the Association he/she can perform an important role in attempting informal resolution of grievances.

- B. Step 2: Vice Chancellor for Administration and Finance** 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 Vice Chancellor for Administration and Finance within ten (10) days after the discussion in Step 1 above. Within ten (10) days after a grievance has been presented to the Vice Chancellor for Administration and Finance, he/she shall arrange a meeting to discuss the grievance with the grievant and, if requested by the grievant, with an Association representative. The Vice Chancellor for Administration and Finance shall render a decision in writing to the faculty member within five (5) days of the completion of the meeting.
- C. Step 3: President/Vice Chancellor or Designee** 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/Vice Chancellor or designee, in writing, of its decision to submit the grievance to his/her 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/Vice Chancellor or designee 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/Vice Chancellor or designee or Association believes would assist in resolving the matter. The President/Vice Chancellor or designee 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 College President/Vice Chancellor, in writing, of his/her intent to request arbitration. The requesting party, within ten (10) days from the date the President/Vice Chancellor 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, 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 ten (10) 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 a regionally accredited institution of higher education. 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, are normally at the Instructor or 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. Copyrights and Royalties** The College encourages faculty members to exhibit their art and design and to publish their research in order to gain public recognition for the College and to aid in student recruitment. Therefore, any faculty work exhibited in the College gallery shall be exempt from royalty to the College.

Every faculty member may hold copyright ownership and patents, including but not limited to: all tapes, films, voice reproductions, visual reproductions, sculptures, paintings, drawings, writings, articles, publications, poems, plays, books, collections, computer art, videos, pamphlets, models, furniture, designs, or other material which he or she has created. The faculty member will be responsible for all copyright notification.

However, work created which involves the College's providing computers and/or equipment for the express use of the faculty member in creating such work will be subject to a 10% royalty if sold, which shall be used to contribute 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.

**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) 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 President/Vice Chancellor of the College or designee 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/Vice Chancellor 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 President/Vice Chancellor 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 Employees 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, College 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.
- 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. Faculty Senate** A College Senate or any other body composed in whole or in part of faculty members may be established by the College to discuss and reach consensus on academic matters provided that the actions thereof 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%); (c) institutional service (20%); and (d) community service (10%).

**10.3. Frequency of Faculty Evaluation**

- A. All full-time faculty members will be evaluated annually in the fall semester of each year.

- B. 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, Fine Arts/Foundation/Painting, or Photography; one elected by the tenured faculty whose locus of appointment is in Graphic Design, Digital Media, or Illustration; one elected by the tenured faculty whose locus of appointment is in Art History or Liberal Arts and Sciences; and one elected from the tenured faculty whose locus of appointment is in Furniture Design/Design Studies, 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. The Committee will choose a chairperson for the committee. This Committee shall serve as a recommending body to the President/Vice Chancellor 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** Full-time faculty will be evaluated using (a) Self-Evaluation/Faculty Annual Report, (b) Student Course/Instructor Evaluation, and (c) President/Vice Chancellor's classroom visitation if applicable.

- 10.6. Faculty Evaluation Criteria** The Faculty evaluation and Self-Evaluation/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 material, syllabi, and tests.
  - 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. Maintenance of current creative activity and scholarly research and integration into subject matter of courses.
  - 4. Provision of evidence of rigorous and fair standards of grading.

5. Effective communication in a variety of oral, written, and visual formats.
6. Consistent encouragement to students for creative and academic achievement.
7. Enthusiastic teacher/student interaction.
8. Consistently high student evaluation ratings.
9. Contributions to area/program curriculum development.
10. 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, performance art, installations, media productions.
2. Design projects.
3. Product design/development.
4. Media services.
5. Juried/invitational exhibitions
6. One-person exhibition in a professional gallery or museum.
7. Publication of scholarly or professional research in a book or refereed publication.
8. Record of citations of faculty member's published research.
9. Honors/prizes/purchases/awards.
10. Lectures.
11. Fellowship or grant award.
12. Address or invited paper delivered at a regional, national, or international forum.
13. Published reviews.
14. Consultant for professional or commercial activity.
15. Gallery affiliation.

**C. Institutional Service (20%) (Not in priority order)**

1. Service on institutional committees.
2. Evidence of effective student advisement.

3. Contributions of program curriculum and development.
4. Conference participation.
5. Service on institutional projects (e.g., preparation for accreditation review/visits).

**D. Community Service (10%) (Not in priority order)**

1. Lectures.
2. Volunteer activities with community or arts organizations.
3. Membership in professional organizations.
4. Holding office in professional organizations.
5. Membership in community organizations.
6. Holding office in community organizations.
7. Donation of artistic activities/endeavors.

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

- A. Self-Evaluation/ Faculty Annual Reports** All faculty to be evaluated are to submit to the President/Vice Chancellor, in the second week of September, Self-Evaluation/Faculty Annual Reports covering the previous academic year, including the summer, if applicable.
- B. Student Course/Instructor Evaluations** Faculty members will be evaluated in at least two courses each semester. Each fall and spring semester, the Program Chairperson or designee will distribute and collect the Student Course/Instructor Evaluation forms during class periods mutually agreed upon by the Chairperson and the faculty member. When the students have completed the evaluation, a student designee will bring the completed Student Course/Instructor evaluations to the President/Vice Chancellor or designee for review and tabulation. The President/Vice Chancellor 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 ninth and the eleventh 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 President/Vice Chancellor may visit classrooms voluntarily 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 President/Vice Chancellor 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, provide the faculty member with his/her evaluation based upon the previous academic year (see Appendix B). 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.
2. After the evaluation of the faculty member is complete and if disagreements are raised over their evaluation, the parties may request within ten (10) days a review appointment to meet with the President/Vice Chancellor and Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee. This review and any changes in the evaluation will be reported to the President/Vice Chancellor as a final report. These results will become part of the permanent personnel file of the faculty member.

**10.8. Evaluation of Adjunct Faculty** Adjunct faculty will be evaluated through Student Course/Instructor Evaluations for each class an adjunct faculty member teaches. The Program Chairperson or designee will distribute and collect the Student Course/Instructor Evaluation forms during class periods mutually agreed upon by the Chairperson and the faculty member. The President/Vice Chancellor or designee will collate the results of the student evaluations and provide copies to the Program Chairperson.

**10.9. Evaluation of Program Chairpersons**

- A. Program Chairperson Evaluations** During the third week of April, the 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 President/Vice Chancellor.
- B. Program Chairperson Self-Evaluation and Annual Report** The Program Chairperson will complete the Program Annual Report by no later than April 30. This Report will include, but not be limited to, the following: a review and assessment of the Program's policies, accomplishments, strengths and concerns, and future plans and

recommendations, as well as any special needs and concerns which the Program Chairperson might have for the Program for the upcoming year. This report shall be submitted to the President/Vice Chancellor.

In addition, the Program Chairperson will complete a self-evaluation report, which will include, but not be limited to: assessing achievements as Program Chairperson. This report shall be submitted to the President/Vice Chancellor no later than April 30.

- C. Administrative Review** By no later than the end of the third week in May, The President/Vice Chancellor will meet with the Program Chairperson to discuss the Chairperson's performance, including the Program Chairperson's Evaluation by the faculty, and the Program Chairperson's Self Evaluation and Annual Report. The President/Vice Chancellor 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 personnel file, or request within ten (10) days a review appointment to meet with the President/Vice Chancellor. This second review and any changes in the evaluation will be reflected as a final report. This report will become a part of the Program Chairperson's personnel file.

The written self-evaluation as well as the Annual Report will become a part of the Program Chairperson's permanent evaluation file.

Chairpersons receiving an unsatisfactory evaluation by the President/Vice Chancellor 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 may be given by the President/Vice Chancellor 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 President/Vice Chancellor 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 instruction, scholarly/creative activity, institutional service, and community 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%), Institutional Service (20%), and Community Service (10%). 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, institutional service, and community 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, institutional service, and community service.

**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 and with the advice of the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee, a person who has had full-time faculty experience at a regionally accredited institution of higher education may be granted credit toward completion of the probationary period. In no instance, shall that credit exceed two years.

By no later than September 30 of the final year of his/her probationary period, a ranked, full-time, probationary tenure-track faculty member must submit an application for tenure demonstrating that he/she meets or exceeds 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 15<sup>th</sup>, the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee shall submit a written recommendation to the President/Vice Chancellor. 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, the President/Vice Chancellor either approves or denies the application for tenure. The President/Vice Chancellor shall inform the faculty member of his/her decision, in writing, on or before April 15th. The decision of the President/Vice Chancellor shall be 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 in order to be eligible for tenure. Upon completion of that conditional year, the tenure application process will again be followed. In the event of denial of tenure, employment will be terminated at the end of the 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, institutional service, and community service dictates the recognition of each individual's unique combination of strengths from among the general institutional concerns for effective teaching, creative/scholarly research, institutional service, and community 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%), Institutional Service (20%), and Community Service (10%). 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 and institutional service and its 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 a regionally accredited institution.

- B. Faculty holding the rank of Assistant Professor must have held that rank for a minimum of five years prior to making application for promotion to the rank of Associate Professor.
- C. Faculty holding the rank of Associate Professor must have held that rank for a minimum of three years prior to making application for promotion to the rank of Professor.

**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.

A faculty member who has earned an appropriate terminal degree (or its equivalent) from a regionally accredited institution may seek promotion to the rank of Assistant Professor by requesting that graduate degree (or its equivalent) verification be sent directly to the President/Vice Chancellor. A cover letter indicating a request for promotion and a complete curriculum vitae/resume documenting teaching experience, creative scholarly activity, institutional service, and community service must be submitted to the President/Vice Chancellor. 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 or upon approval of equivalency by the President/Vice Chancellor.

By no later than September 30<sup>th</sup> 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, institutional service, and community service to the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee. Materials documenting a faculty member's promotion should not be considered cumulative; i.e. materials used to justify promotion from Assistant to Associate Professor should not also be used to justify a promotion from Associate Professor to Professor.

After a careful and thorough consideration of the faculty member's application and by no later than the following February 15<sup>th</sup>, the Faculty Evaluation, Tenure, Promotion, and Sabbatical Committee recommends in writing to the President/Vice Chancellor either granting or denying promotion, together with 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 by no later than April 15<sup>th</sup>, the President/Vice Chancellor either denies or approves the application for promotion. The decision of the President/Vice Chancellor 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, seniority shall be defined as the length of continuous service as a full-time ranked tenured faculty member, a full-time ranked tenure-track faculty member, or a full-time ranked faculty member holding a term appointment. 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 (excepting 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 faculty holding term appointments are laid off, the adjunct faculty member(s) who are teaching in the program involved shall have their number of course assignments reduced to the extent such course assignments can be assigned to

full-time ranked faculty holding term appointments who are qualified by virtue of their teaching experience or prior training to teach such a course. If the adjunct faculty member's course load is eliminated, the adjunct faculty member shall be laid off. Following the foregoing, full-time ranked faculty holding term appointments may be laid off.

- B.** 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 be laid off. Following the foregoing, full-time ranked tenure-track faculty may be laid off.
- C.** 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 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.

In applying the procedures set forth in paragraphs A-C 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 (including full-time reduced load) ranked tenured or full-time (including full-time reduced load) ranked tenure-track faculty member with six years of continuous 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** Faculty members may request either (a) a sabbatical leave for one semester at full pay or (b) a year sabbatical leave at half pay. All other benefits and amenities, including seniority and salary, accorded faculty members will continue through the duration of the sabbatical.
- 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 research without prejudice to their receipt of income from the College, (c) special requests and arrangements for internal and/or external grants may be submitted in advance as part of the sabbatical proposal for consideration to help the faculty member defray travel and coincidental 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 present to the College in a formal way (e.g., lecture, exhibition) the results of 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 President/Vice Chancellor during the last week of September in the 6<sup>th</sup> 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 recommends in writing to the President/Vice Chancellor either granting or denying the sabbatical leave, together with a rationale supporting the recommendation.
  - D. President/Vice Chancellor 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 15<sup>th</sup>, the President/Vice Chancellor informs 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/Vice Chancellor shall be final.
  - E. Sabbatical Leave Changes** Sabbatical leave may be changed prior to the expiration date upon mutual agreement between the faculty member and the College.

**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/academic faculty members, two hours for each contact hour and one hour for each office hour missed.

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. Short-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 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 Vice Chancellor for Administration and Finance 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.

- 15.3. 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 Vice Chancellor for Administration and Finance 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.

- 15.4. 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 of continuous 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 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 are part of, and not in addition to, the twelve weeks of leave permitted by the Act.
- 15.5. 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.
- 15.6. 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/Vice Chancellor. 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.
- 15.7. 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 three (3) regularly scheduled days for absence necessitated because of the death of the faculty member's spouse, live-in relationship, 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 one (1) day off to attend the funeral will be granted.
- 15.8. 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.

**15.9. Professional Leave** Full-time ranked tenured faculty, full-time ranked tenure-track faculty, and full-time ranked faculty holding term appointments are eligible for up to three (3) paid leave days per year to attend meetings or exhibitions which relate significantly to their teaching or professional development. Professional leave may be granted upon approval of the President/Vice Chancellor. If such leave is granted, the faculty member must make arrangements to cover any classes which will be missed.

**15.10. 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. Accidental Death and Dismemberment** Should accidental death and/or dismemberment occur while officially on business for the College, full-time (which for this Article includes full-time reduced load faculty) faculty are covered by an accidental death policy of \$150,000 (dismemberment pro rata). A schedule is available in the Business Office for various types of benefits under the plan.

**16.3. Workers' Compensation** All faculty are covered by Workers' Compensation Insurance.

### **16.4. Medical/Dental/Vision/Life/Long-term Disability Insurance**

**A.** Each full-time faculty member shall have a choice of one of the following packages:

1. PAK Plan A (Faculty electing MESSA medical insurance)
  - a. MESSA Super Care 1 (2003Revised), with a \$100/\$200 deductible, and the \$5/\$10 prescription drug, hearing aid, and preventative care riders. Such coverage shall, at the faculty member's election, include himself/herself, spouse, and eligible dependents as defined by the insurance carrier.
  - b. Delta Dental insurance that covers 100% of diagnostic services (maximum two cleanings per year), 75% of basic services, and 75% for orthodontia (dependents

only to age 19). Such coverage shall be subject to an annual maximum of \$1,000 for all services and a \$3,000 lifetime maximum for orthodontia services. Such coverage shall, at the faculty member's election, include himself/herself, spouse, and eligible dependents as defined by the insurance carrier.

- c. VSP2 Silver vision insurance with a plan year from July 1 to June 30. Such coverage shall, at the faculty member's election, include himself/herself, spouse, and eligible dependents as defined by the insurance carrier.
- d. Term life and accidental death and dismemberment insurance in the amount of a faculty member's base academic year salary, up to a maximum of \$50,000, for each faculty member. A faculty member may purchase additional term life and accidental death and dismemberment insurance covering himself or herself, subject to the eligibility and terms of coverage of the insurance plan then in effect. (Such additional insurance shall be individually rated).
- e. Long-term disability insurance for each faculty member. Such benefits shall include the following: payment of 60% of the faculty member's monthly earnings, subject to a maximum of \$4,000 per month, 90 calendar days modified fill, family social security offset, a regular occupation total disability period of two years, 5% minimum payout, maternity coverage, rehabilitation benefits, alcohol/drug/mental/nervous conditions limited to a duration of two years, pre-existing limitations waived, freezes on offsets, and waiver of health insurance premiums (not dental/vision/life or long-term disability) for up to two years.

The eligibility requirements and terms of coverage are further described in the respective insurance plan documents.

2. PAK Plan B (Faculty not electing medical insurance)

- a. Faculty members not electing medical coverage through either MESSA or an HMO will receive \$125 per month. The faculty member may allocate such amount to the purchase of a Supplemental Retirement Annuity (SRA) or elect to receive such payment on a

monthly basis as taxable income to the faculty member.

- b. Delta Dental insurance that covers 100% of diagnostic services (maximum two cleanings per year), 75% of basic services, and 75% for orthodontia (dependents only to age 19). Such coverage shall be subject to an annual maximum of \$1,000 for all services and a \$3,000 lifetime maximum for orthodontia services. Such coverage shall, at the faculty member's election, include himself/herself, spouse, and eligible dependents as defined by the insurance carrier.
- c. VSP2 Silver vision insurance with a plan year from July 1 to June 30. Such coverage shall, at the faculty member's election, include himself/herself, spouse, and eligible dependents as defined by the insurance carrier.
- d. Term life and accidental death and dismemberment insurance in the amount of a faculty member's base academic year salary, up to a maximum of \$50,000, for each faculty member. A faculty member may purchase additional term life and accidental death and dismemberment insurance covering himself or herself, subject to the eligibility and terms of coverage of the insurance plan then in effect. (Such additional insurance shall be individually rated).
- e. Long-term disability insurance for each faculty member. Such benefits shall include the following: payment of 60% of the faculty member's monthly earnings, subject to a maximum of \$4,000 per month, 90 calendar days modified fill, family social security offset, a regular occupation total disability period of two years, 5% minimum payout, maternity coverage, rehabilitation benefits, alcohol/drug/mental/nervous conditions limited to a duration of two years, pre-existing limitations waived, and freezes on offsets.

The eligibility requirements and terms of coverage are further described in the respective insurance plan documents.

- 3. PAK Plan H (Faculty electing HMO medical insurance)
  - a. An HMO medical insurance program. (The College shall determine, in its sole and exclusive discretion,

the program and the benefit levels to be offered, from time to time, under this provision.)

- b. Delta Dental insurance that covers 100% of diagnostic services (maximum two cleanings per year), 75% of basic services, and 75% for orthodontia (dependents only to age 19). Such coverage shall be subject to an annual maximum of \$1,000 for all services and a \$3,000 lifetime maximum for orthodontia services. Such coverage shall, at the faculty member's election, include himself/herself, spouse, and eligible dependents as defined by the insurance carrier.
- c. VSP2 Silver vision insurance with a plan year from July 1 to June 30. Such coverage shall at the faculty member's election include himself/herself, spouse, and eligible dependents as defined by the insurance carrier
- d. Term life and accidental death and dismemberment insurance in the amount of a faculty member's base academic year salary, up to a maximum of \$50,000, for each faculty member. A faculty member may purchase additional term life and accidental death and dismemberment insurance covering himself or herself, subject to the eligibility and terms of coverage of the insurance plan then in effect. (Such additional insurance shall be individually rated).
- e. Long-term disability insurance for each faculty member. Such benefits shall include the following: payment of 60% of the faculty member's monthly earnings, subject to a maximum of \$4,000 per month, 90 calendar days modified fill, family social security offset, a regular occupation total disability period of two years, 5% minimum payout, maternity coverage, rehabilitation benefits, alcohol/drug/mental/nervous conditions limited to a duration of two years, pre-existing limitations waived, and freezes on offsets.

The eligibility requirements and terms of coverage are further described in the respective insurance plan documents.

## **B. Contributions to Insurance Premiums**

- 1. Until September 1, 2007, the College will pay up to \$322 per month of the medical/dental/vision/life/long-term disability insurance premium for a single subscriber, up to \$720 per

month of the medical/dental/vision/life/long-term disability insurance premium for a two-person subscriber, and up to \$797 per month of the medical/dental/vision/life/long-term disability insurance premium for a family subscriber. The faculty member shall pay for the balance of the premium costs through payroll deduction.

2. Effective September 1, 2007, the College will pay the entire premium for dental/vision/life and long-term disability insurance.
3. In addition, for 2007/2008, the College will pay up to the following per month for medical insurance:

Pak A	
Single subscriber	\$458
Two-person subscriber	\$982
Family subscriber	\$1,070
Pak H	
Single subscriber	\$366
Two-person subscriber	\$750
Family subscriber	\$883

4. The amounts listed in 16.B.3. will increase by four-percent (4%) effective July 1, 2008, July 1, 2009, July 1, 2010, and July 1, 2011. Effective July 1, 2011, an additional employer contribution of up to \$500 will be added to the employer contribution for both Pak A and Pak H, such additional amount will not reduce the faculty member's cost for health insurance to less than zero (\$0) dollars.

**16.5. Flexible Benefits Plan** Faculty members may elect to pay their share of insurance through the College's Section 125 Plan.

**16.6. 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. The faculty member shall pay the full premium costs of such coverage through payroll deduction.

**Article 17 OTHER FRINGE BENEFITS**

**17.1. Faculty Tuition Waiver** Beginning with the 2007/2008 academic year, full-time ranked tenured, and full-time ranked tenure-track, and retired full-time faculty will 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 \$2,000 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 professional obligations. Faculty who take courses will pay all course and student fees. The tuition waiver benefit will be increased to \$2,500 commencing with the 2009/2010 academic year.

- 17.2. Spouses and Dependent Children Tuition Waiver** Beginning with the 2007/2008 academic year, spouses and eligible dependent children of full-time ranked tenured, and full-time ranked tenure-track faculty will 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 \$2,000 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 will pay all course and student fees. The tuition waiver benefit will be increased to \$2,500 commencing with the 2009/2010 academic year.
- 17.3. Faculty Reciprocal Arrangements** From time to time, the College negotiates reciprocal tuition remission arrangements with other area colleges. Additional information is available from the Office of Human Resources. Reciprocal tuition remission arrangements cannot be guaranteed.
- 17.4. Incentive Grants** 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. Guidelines for proposals are available from the President/Vice Chancellor.
- 17.5. Faculty Professional Development Program** Effective with the 2007/2008 academic year, full-time ranked tenured and full-time ranked tenure-track faculty will be eligible for reimbursement of up to \$850 per fiscal year for expenses incurred in the pursuit of their professional work on behalf of the College. Effective with the 2009/2010 academic year, full-time ranked tenured and full-time ranked tenure-track faculty will be eligible for reimbursement of up to \$1,000 per fiscal year for expenses incurred in the pursuit of their professional work on behalf of the College. Expenses eligible for reimbursement include the following: professional supplies and materials, professional dues and fees, professional publications, professional conference fees and related travel expenses, and other approved expenses.

The faculty member must complete the form(s) provided by the College, and provide documentation verifying the expenses incurred.

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.

**Article 18 SALARIES, CALENDAR, HOURS, AND CLASS SIZES**

**18.1. Salaries**

**A. Full-time Ranked Tenured and Full-time Ranked Tenure-Track Faculty (2007/2008)**

1. All full-time tenured and full-time ranked tenure-track faculty holding the rank of Assistant Professor, employed as of August 20, 2007, will have their base academic year salaries increased by \$3,000, as of August 21, 2007, following ratification and signature of this Agreement.

All full-time tenured and full-time ranked tenure-track faculty holding the rank of Associate Professor, employed as of August 20, 2007, will have their base academic year salaries increased by \$2,500, as of August 21, 2007, following ratification and signature of this Agreement.

2. Following the increase in Article 18.1.A.1, the minimum academic year salaries for each rank for full-time ranked tenured and full-time ranked tenure-track faculty will be as follows:

Instructor	\$29,500
Assistant Professor	\$38,000
Associate Professor	\$43,000
Professor	\$52,000

The above minimum salary levels shall be effective August 21, 2007, following the ratification and signature of this Agreement.

3. Following the increase in Article 18.1.A.2, the base academic year salaries for full-time ranked tenured and full-time ranked tenure-track faculty employed as of August 20, 2007 will be increased by two (2%) percent effective August 21, 2007, following the ratification and signature of this Agreement.
4. Following the increase in Article 18.1.B.3, those full-time ranked tenured and full-time ranked tenure-track faculty receiving a promotion at the beginning of the 2007/2008 academic year will be eligible for the following increase in their base academic year salary:

Assistant Professor	\$500
Associate Professor	\$1,250
Professor	\$1,500

The above increases based on promotion shall be effective August 21, 2007, following the ratification and signature of this Agreement.

5. A pool of up to \$50,000 will be available for market adjustments to the base academic year salaries of full-time ranked tenured and full-time ranked tenure-track faculty holding the rank of Assistant Professor or higher as of the beginning of the 2006/2007 academic year, and who were employed as of August 20, 2007. Such adjustments will be applied following the increase in Article 18.1.A.4.
  - a. Market adjustment dollars will be allocated by one (1) unit for each Assistant Professor, one-point-seven (1.7) units for each Associate Professor, and two-point-three (2.3) units for each Professor whose salary is less than the 2006/2007 Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank. Such calculated units will be used to increase the base academic year salary of eligible faculty up to the HEADS Private Institution Average Salary by Rank.
  - b. Unused market adjustment dollars made available by faculty whose salary reaches the HEADS Private Institution Average Salary by Rank will be allocated to the remaining eligible faculty using the allocation process described above.

Market adjustment salary increases shall be effective August 21, 2007, following the ratification and signature of this Agreement.

**B. Full-time Ranked Tenured and Full-time Ranked Tenure-Track Faculty (2008/2009)**

1. All full-time tenured and full-time ranked tenure-track faculty holding the rank of Assistant Professor, employed as of August 26, 2008, will have their base academic year salaries increased by \$1,500, as of August 27, 2008, effective with the first paycheck of the 2008/2009 academic year.

All full-time tenured and full-time ranked tenure-track faculty holding the rank of Associate Professor, employed as of

August 26, 2008, will have their base academic year salaries increased by \$2,000, as of August 27, 2008, effective with the first paycheck of the 2008/2009 academic year.

2. Following the increase in Article 18.1.B.1, the minimum academic year salaries for each rank for full-time ranked tenured and full-time ranked tenure-track faculty will be as follows:

Instructor	\$30,000
Assistant Professor	\$40,000
Associate Professor	\$45,000
Professor	\$54,000

The above minimum salary levels shall be effective with the first paycheck of the 2008/2009 academic year.

3. Following the increase in Article 18.1.B.2, the base academic year salaries for full-time ranked tenured and tenure-track faculty employed during the 2007/2008 academic year will be increased by two (2%) percent effective with the first paycheck of the 2008/2009 academic year.
4. Following the increase in Article 18.1.B.3, those full-time ranked tenured and full-time ranked tenure-track faculty receiving a promotion at the beginning of the 2008/2009 academic year will be eligible for the following increase in their base academic year salary:

Assistant Professor	\$500
Associate Professor	\$1,250
Professor	\$1,500

The above increases based on promotion shall be effective with the first paycheck of the 2008/2009 academic year.

5. Following the increase in Article 18.1.B.4, a pool of dollars of up to \$55,000 will be available for market adjustments to the base academic year salaries of full-time ranked tenured and full-time ranked tenure-track faculty holding the rank of Assistant Professor or higher as of the beginning of the 2008/2009 academic year and who were employed during the 2007/2008 academic year.
  - a. Market adjustment dollars will be allocated by one (1) unit for each Assistant Professor, one-point-seven (1.7) units for each Associate Professor, and two-point-three (2.3) units for each Professor whose salary

is less than the 2007/2008 Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank. Such calculated units will increase the base academic year salary up to the HEADS Private Institution Average Salary by Rank.

- b. Unused market adjustment dollars made available by faculty whose salary reaches the HEADS Private Institution Average Salary by Rank will be allocated to the remaining eligible faculty using the allocation process described above.

Market adjustment salary increases shall be effective with the first paycheck of the 2008/2009 academic year.

**C. Full-time ranked tenured and full-time ranked tenure-track faculty (2009/2010)**

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

Instructor	\$31,200
Assistant Professor	\$42,000
Associate Professor	\$47,000
Professor	\$56,000

The above minimum salary levels shall be effective with the first paycheck of the 2009/2010 academic year.

- 2. Following the increase in Article 18.1.C.1, the base academic year salaries for full-time ranked tenured and tenure-track faculty employed during the 2008/2009 academic year will be increased by two (2%) percent effective with the first paycheck of the 2009/2010 academic year.
- 3. Following the increase in Article 18.1.C.2, those full-time ranked tenured and full-time ranked tenure-track faculty receiving a promotion at the beginning of the 2009/2010 academic year will be eligible for the following increase in their base academic year salary:

Assistant Professor	\$500
Associate Professor	\$1,250
Professor	\$1,500

The above increases based on promotion shall be effective with the first paycheck of the 2009/2010 academic year.

4. Following the increase in Article 18.1.C.3, a pool of dollars of up to \$55,000 will be available for market adjustments to the base academic year salaries of full-time ranked tenured and full-time ranked tenure-track faculty holding the rank of Assistant Professor or higher as of the beginning of the 2009/2010 academic year and who were employed during the 2008/2009 academic year.
  - a. Market adjustment dollars will be allocated by one (1) unit for each Assistant Professor, one-point-seven (1.7) units for each Associate Professor, and two-point-three (2.3) units for each Professor whose salary is less than the 2008/2009 Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank. Such calculated units will increase the base academic year salary up to the HEADS private institution average salary by rank.
  - b. Unused market adjustment dollars made available by faculty whose salary reaches the HEADS Private Institution Average Salary by Rank will be allocated to the remaining eligible faculty using the allocation process described above.

Market adjustment salary increases shall be effective with the first paycheck of the 2009/2010 academic year.

**D. Full-time ranked tenured and full-time ranked tenure-track faculty (2010/2011)**

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

Instructor	\$32,000
Assistant Professor	\$43,500
Associate Professor	\$49,000
Professor	\$58,000

The above minimum salary levels shall be effective with the first paycheck of the 2010/2011 academic year.

2. Following the increase in Article 18.1.D.1, the base academic year salaries for full-time ranked tenured and tenure-track faculty employed during the 2009/2010 academic year will be increased by two (2%) percent effective with the first paycheck of the 2010/2011 academic year.

3. Following the increase in Article 18.1.D.2, those full-time ranked tenured and full-time ranked tenure-track faculty receiving a promotion at the beginning of the 2010/2011 academic year will be eligible for the following increase in their base academic year salary:

Assistant Professor	\$500
Associate Professor	\$1,250
Professor	\$1,500

The above increases based on promotion shall be effective with the first paycheck of the 2010/2011 academic year.

4. Following the increase in Article 18.1.D.3, a pool of dollars of up to \$60,000 will be available for market adjustments to the base academic year salaries of full-time ranked tenured and full-time ranked tenure-track faculty holding the rank of Assistant Professor or higher as of the beginning of the 2010/2011 academic year and who were employed during the 2009/2010 academic year.

- a. Market adjustment dollars will be allocated by one (1) unit for each Assistant Professor, one-point-seven (1.7) units for each Associate Professor, and two-point-three (2.3) units for each Professor whose salary is less than the 2005/2006 Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank. Such calculated units will increase the base academic year salary up to the HEADS private institution average salary by rank.
- b. Unused market adjustment dollars made available by faculty whose salary reaches the HEADS Private Institution Average Salary by Rank will be allocated to the remaining eligible faculty using the allocation process described above.

Market adjustment salary increases shall be effective with the first paycheck of the 2010/2011 academic year.

**E. Full-time ranked tenured and full-time ranked tenure-track faculty (2011/2012)**

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

Instructor	\$32,700
Assistant Professor	\$45,500
Associate Professor	\$51,000
Professor	\$60,000

The above minimum salary levels shall be effective with the first paycheck of the 2011/2012 academic year.

2. Following the increase in Article 18.1.E.1, the base academic year salaries for full-time ranked tenured and tenure-track faculty employed during the 2010/2011 academic year will be increased by two (2%) percent effective with the first paycheck of the 2011/2012 academic year.
3. Following the increase in Article 18.1.E.2, those full-time ranked tenured and full-time ranked tenure-track faculty receiving a promotion at the beginning of the 2011/2012 academic year will be eligible for the following increase in their base academic year salary:

Assistant Professor	\$500
Associate Professor	\$1,250
Professor	\$1,500

The above increases based on promotion shall be effective with the first paycheck of the 2011/2012 academic year.

4. Following the increase in Article 18.1.E.3, a pool of dollars of up to \$60,000 will be available for market adjustments to the base academic year salaries of full-time ranked tenured and full-time ranked tenure-track faculty holding the rank of Assistant Professor or higher as of the beginning of the 2011/2012 academic year and who were employed during the 2010/2011 academic year.
  - a. Market adjustment dollars will be allocated by one (1) unit for each Assistant Professor, one-point-seven (1.7) units for each Associate Professor, and two-point-three (2.3) units for each Professor whose salary is less than the 2005/2006 Higher Education Arts Data Services (HEADS) Data Summaries Private Institution Average Salary by Rank. Such calculated units will increase the base academic year salary up to the HEADS private institution average salary by rank.
  - b. Unused market adjustment dollars made available by faculty whose salary reaches the HEADS Private Institution Average Salary by Rank will be allocated

to the remaining eligible faculty using the allocation process described above.

Market adjustment salary increases shall be effective with the first paycheck of the 2011/2012 academic year.

**F. Full-time ranked faculty holding term appointments**

Minimum academic year salaries for full-time ranked faculty holding term appointments will be as follows:

	<u><b>2007/2008</b></u>
Instructor	\$29,500
Assistant Professor	\$38,000
Associate Professor	\$43,000
Professor	\$52,000

	<u><b>2008/2009</b></u>
Instructor	\$30,500
Assistant Professor	\$40,000
Associate Professor	\$45,000
Professor	\$54,000

	<u><b>2009/2010</b></u>
Instructor	\$31,200
Assistant Professor	\$42,000
Associate Professor	\$47,000
Professor	\$56,000

	<u><b>2010/2011</b></u>
Instructor	\$32,000
Assistant Professor	\$43,500
Associate Professor	\$49,000
Professor	\$58,000

	<u><b>2011/2012</b></u>
Instructor	\$32,700
Assistant Professor	\$45,500
Associate Professor	\$51,000
Professor	\$60,000

**G. Adjunct Faculty** Adjunct faculty will be paid the following amounts for each three-credit hour course taught during an academic year:

**2007/2008:**

Start	\$2,500 (3cr. hrs.)
After 4 semesters	\$2,800 (3 cr. hrs.)
After 6 semesters	\$3,100 (3 cr. hrs.)
After 10 semesters	\$3,400 (3 cr. Hrs)

**2008/2009**

Start	\$2,700 (3cr. hrs.)
After 4 semesters	\$3,000 (3 cr. hrs.)
After 6 semesters	\$3,300 (3 cr. hrs.)
After 10 semesters	\$3,700 (3 cr. Hrs)

**2009/2010**

Start	\$2,900 (3cr. hrs.)
After 4 semesters	\$3,200 (3 cr. hrs.)
After 6 semesters	\$3,500 (3 cr. hrs.)
After 10 semesters	\$3,800 (3 cr. hrs.)

**2010/2011**

Start	\$3,000 (3cr. hrs.)
After 4 semesters	\$3,300 (3 cr. hrs.)
After 6 semesters	\$3,600 (3 cr. hrs.)
After 10 semesters	\$3,900 (3 cr. hrs.)

**2011/2012**

Start	\$3,100 (3cr. hrs.)
After 4 semesters	\$3,400 (3 cr. hrs.)
After 6 semesters	\$3,700 (3 cr. hrs.)
After 10 semesters	\$4,000 (3 cr. hrs.)

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

**H. Program Chairperson Salaries**

1. The FTE faculty in each Program will be calculated as of the end of the drop/add period in the previous spring semester.

Chairpersons of Programs with more than ten (10) F.T.E faculty shall be granted three (3) credit hours release time for the fall and spring semesters of the following academic year. Such release time shall be for the performance of Program Chairperson responsibilities defined in Article 3.3.D. It is

understood that during the release time, the Chairperson will be on campus. In addition, these Chairpersons shall receive an academic year stipend of \$25 for each F.T.E. faculty in the Program. This stipend will be paid over the academic year.

For 2007/2008, Chairpersons of Programs with ten (10) or fewer F.T.E faculty shall be paid an academic year stipend. These Chairpersons will receive base pay of \$1,275, plus \$153 for each F.T.E. faculty in the Program. This stipend will be paid over the academic year.

For 2008/2009, Chairpersons of Programs with ten (10) or fewer F.T.E faculty shall be paid an academic year stipend. These Chairpersons will receive base pay of \$1,301, plus \$156 for each F.T.E. faculty in the Program. This stipend will be paid over the academic year.

For 2009/2010, Chairpersons of Programs with ten (10) or fewer F.T.E faculty shall be paid an academic year stipend. These Chairpersons will receive base pay of \$1,327, plus \$159 for each F.T.E. faculty in the Program. This stipend will be paid over the academic year.

For 2010/2011, Chairpersons of Programs with ten (10) or fewer F.T.E faculty shall be paid an academic year stipend. These Chairpersons will receive base pay of \$1,354, plus \$162 for each F.T.E. faculty in the Program. This stipend will be paid over the academic year.

For 2011/2012, Chairpersons of Programs with ten (10) or fewer F.T.E faculty shall be paid an academic year stipend. These Chairpersons will receive base pay of \$1,381, plus \$165 for each F.T.E. faculty in the Program. This stipend will be paid over the academic year.

2. Each Program Chairperson serving as Program Chairperson for the summer will receive a stipend of \$500 each summer. This stipend will be paid over the length of the summer.

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

1. On or before March 1<sup>st</sup>, the faculty member will notify the President/Vice Chancellor in writing of his/her desire to teach in the summer semester(s).

2. The preparation of the summer semester(s) budgets, program schedules, and teaching assignments shall be the responsibility of the President/Vice Chancellor.
3. The separate summer semester(s) letter of appointment shall specify the faculty member's schedule and salary.
4. No staff days or committee assignments will be required of summer semester(s) faculty members.
5. Summer semester (s) teaching assignments will be compensated at the following rates per three-credit course:

**2007/2008**

Adjunct	\$2,500
Instructor	\$3,000
Assistant Professor	\$3,400
Associate Professor	\$3,700
Professor	\$4,000

**2008/2009**

Adjunct	\$2,700
Instructor	\$3,200
Assistant Professor	\$3,600
Associate Professor	\$3,800
Professor	\$4,100

**2009/2010**

Adjunct	\$2,900
Instructor	\$3,300
Assistant Professor	\$3,700
Associate Professor	\$3,900
Professor	\$4,200

**2010/2011**

Adjunct	\$3,000
Instructor	\$3,400
Assistant Professor	\$3,800
Associate Professor	\$4,000
Professor	\$4,300

**2011/2012**

Adjunct	\$3,100
Instructor	\$3,500
Assistant Professor	\$3,900
Associate Professor	\$4,100
Professor	\$4,400

- J. Overload Courses** During each semester of an academic year, a full-time faculty member may teach an additional course (beyond the normal full-time level) for which the faculty member is qualified and which the President/Vice Chancellor approves. In the event that more than one full-time faculty member wishes to and is qualified to teach an additional course, the President/Vice Chancellor will make the determination.

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

1. A separate overload letter of appointment will specify the faculty member's schedule and salary.
2. 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 six years experience as provided in Article 18.1.F. above.

- K. Independent Study** For the fall 2007 semester, faculty members who teach independent study will be paid at the rate of \$200 per three-credit course

Beginning in the spring 2008 semester, full-time term appointment, tenure-track and tenured faculty members who teach independent study will be paid at the rate of \$200 per credit per student, not to exceed \$1,800 per semester.

For academic year 2008/2009, full-time term appointment, tenure-track and tenured faculty members who teach independent study will be paid at the rate of \$350 per credit per student, not to exceed \$3,150 per semester (fall or spring).

For academic year 2009/2010, full-time term appointment, tenure-track and tenured faculty members who teach independent study will be paid at the rate of \$400 per credit per student, not to exceed \$3,600 per semester (fall or spring).

For academic year 2010/2011, full-time term appointment, tenure-track and tenured faculty members who teach independent study will be paid at the rate of \$450 per credit per student, not to exceed \$4,050 per semester (fall or spring).

For academic year 2011/2012, full-time term appointment, tenure-track and tenured faculty members who teach independent study will

be paid at the rate of \$450 per credit per student, not to exceed \$3,600 per semester (fall or spring).

**18.2. 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:

- a. 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).
- b. 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

**18.3. Contact Hours** A full-time faculty member is a member who 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/academic faculty member is a member who teaches a total of up to 9 contact hours, 9 hours for preparation and 3 office hours. 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 academic year for all faculty members shall consist of 30 weeks of instruction and up to a total of 12 days for staff meetings, open house, graduation, and other College activities. The President/Vice Chancellor at his/her discretion may grant a full-time faculty member release time from teaching responsibilities.

**18.4. Class Size** Twenty-three (23) students per instructor in a 3 hour studio class and 45 students in a lecture class, with an allowable deviation of 10% in each

case, is a reasonable general objective for the regular school year 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. 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 MERIT AWARDS**

- 19.1.** For the 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012 academic years, a fixed pool of \$20,000 will be established annually for merit adjustments 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/Vice Chancellor a list of those faculty rated exemplary and superior no later than April 30<sup>th</sup> of each academic year for consideration for merit awards. The Committee will also provide the President/Vice Chancellor with a written report detailing the contributions of the faculty member warranting a merit award. The President/Vice Chancellor 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.
- 19.2.** The President/Vice Chancellor 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 \$2,500. The President/Vice Chancellor will make the decision with respect to merit awards no later than May 31<sup>st</sup> of each academic year.
- 19.3.** The merit award will be added to each eligible faculty member's base academic year salary up to the HEADS private institution average by rank that was used in applying market adjustments for that academic year. The balance exceeding the HEADS average will be paid as a one-time only lump sum payment and will not be added to the base academic year salary. Merit adjustments will be effective with the first paycheck of the next academic year.

## **Article 20 RETIREMENT PLAN AND TAX SHELTER PROGRAM**

- 20.1.** Plan will qualify under code section 401 (a) of the Internal Revenue Code.
- 20.2.** Plan will be a money purchase pension plan, which is a type of defined contribution plan. Contributions will be deposited with TIAA-CREF.

- 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. **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 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.
- 21.2. **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.
- 21.3. **Process for Application and Approval** A faculty member applies for reduced workload status to the Vice Chancellor for Administration and Finance. 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. Normally, the reduction will be equal for both a fall and a spring semester, but the College commits to flexibility in working with a faculty member to reach his/her goals.

After recommendation from the Vice Chancellor for Administration and Finance, the President/Vice Chancellor will consult with 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/Vice Chancellor 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 without the approval of the President/Vice Chancellor of Kendall College of Art and Design of Ferris State University.

**21.4. 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, with the exception that those benefits based upon a percentage of compensation (e.g., FICA and retirement benefits) will be reduced in accordance with the salary reduction.

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

If a faculty member on reduced workload status wishes to change 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.

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 the College and the faculty member agree, the faculty member with reduced workload status may accept additional courses with a corresponding increase in his/her percentage of compensation, so long as the additional course is not requested by a full-time faculty member as an overload.

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

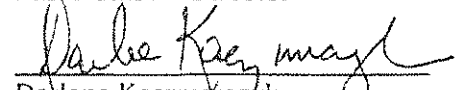
This Agreement shall become effective, upon ratification by both parties, on August 21, 2007, and remain in effect until August 20, 2012. This Agreement shall not be extended orally; and negotiations between the parties, if requested in writing by either party, shall begin at least sixty (60) days prior 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, 2012. 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

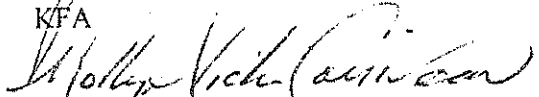
  
Sandra Davison-Wilson,  
Chief Negotiator

FOR THE KENDALL FACULTY  
ASSOCIATION/ MEA/NEA

  
Kathleen Oakes,  
MEA Uniserv Director

  
Darlene Kaczmarczyk,  
KFA President

  
Jon McDonald  
KFA

  
Molly Alicki Corriveau,  
KFA

  
Deborah Kimberlin  
KFA

Date August 21, 2007

Date 8/21/07



**APPENDIX A**

**FACULTY GRIEVANCE FORM**

**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%)
	Institutional Service (20%)
	<b>Community Service (10%)</b>
	Sub Total
<u>X3</u>	
	Total

The overall performance rating scale is as follows:

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

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 party may request in 10 days a review appointment to meet with the Committee. This second review and any changes will be reported to the President/Vice Chancellor as a final Committee report.

**APPENDIX B - 1**

**FACULTY EVALUATION, TENURE, PROMOTION AND SABBATICAL  
COMMITTEE EVALUATION**

MEMORANDUM

TO:

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

DATE:

RE: Evaluation Review

Per Article 10.7.D.1, this evaluation review will highlight the strengths as well as concerns regarding the faculty member and offer recommendations for future development, if appropriate.