



# Tentatively Agreed Collective Bargaining Agreement

Shawnee State University &  
Shawnee Education Association

August 2018 to August 2021

For drafting purposes:

- Purple language is new “Tentatively Agreed” upon language
- Struck through language is old language being removed
- Highlights are cross references that need to be double checked

\*\*\* Once ratified and approved by the BOT, the contract will go through a final format and editing phase from both the University and SEA to prepare for publishing.

## **ARTICLE 1. AGREEMENT AND INTENT**

### **Section 1. Agreement between Shawnee State University and the Shawnee Education Association.**

- A. This is an Agreement by and between SHAWNEE STATE UNIVERSITY ("University") and the SHAWNEE EDUCATION ASSOCIATION ("Association"), which is affiliated with THE OHIO EDUCATION ASSOCIATION and THE NATIONAL EDUCATION ASSOCIATION.
- B. The purpose of this Agreement is to set forth the wages, hours or terms and other conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code for the employees represented by the Association. All personnel policies and practices in conflict with the provisions hereof are superseded by this contract and discontinued.
- C. Both parties to this agreement recognize the Shawnee Education Association is the sole representative of the faculty in all matters affecting wages, hours, or terms or other conditions of employment and continuation, modification, or deletion of an existing provision to this collective bargaining agreement.

### **Section 2. Purpose and Intent.**

The purpose and intent of the parties to this Agreement is to affirm their acceptance of good faith collective bargaining as a means of providing quality education and maintaining high standards of academic excellence at the University.

### **Section 3. Memorandum of Understanding (MOU).**

If applicable language is missing from this Agreement, the parties will resolve any such omission through the memorandum of understanding (MOU) process.

### **Section 4. Non-Discrimination.**

- A. The University shall not discriminate against any member of the bargaining unit on account of membership in, or activity on behalf of, the Association or its State or National Affiliates. Similarly, the Association shall not discriminate against any bargaining unit member who is not a member of the Association or its State or National Affiliates.
- B. The University and the Association jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, genetic information, religion, age, disability, national origin, ancestry, sex, pregnancy, sexual orientation, gender identity, gender expression, veteran status, political affiliation or military status.
- C. Confidentiality. All personally identifiable and medical information relating to any of the groups identified in Article 1 Section 4. B. shall be considered confidential and will not be

released except as required by local, state or federal law.

**Section 5. Uniform Application.**

The provisions of this Agreement shall be applied in a uniform fashion to all bargaining unit members.

**Section 6. Severability.**

- A. Determination of Invalidity. The parties intend that this Agreement shall be construed under the laws of Ohio and applied in a manner consistent with applicable statutes and regulations properly enacted thereunder. In particular, this Agreement shall be governed under O.R.C. Section 4117.10 (A).
- B. In the event a court of competent jurisdiction shall determine that any provision of this agreement is contrary to any such statute or regulation, such provision alone shall become invalid and of no effect. The remainder of this agreement shall not be deemed illegal or unenforceable. The parties agree to meet within thirty (30) days following any decision which renders any portion of this agreement null and void for the purpose of negotiating an alternative provision on the same topic which is lawful.
- C. Necessitated Revision. If a state or federal law is enacted covering members of the unit affecting one or more provision(s) of this Agreement, the parties agree to meet as soon as practicable but no later than one (1) year after the effective date for the purpose of negotiating a substitute provision, if necessary.

**Section 7. Entire Agreement.**

This contract supersedes and cancels all previous Agreements including all memoranda of understanding (MOU), verbal or written, between the University and the Association and constitutes the entire Agreement between the parties.

## **ARTICLE 2. NEGOTIATION PROCEDURE**

### **Section 1. Negotiating Teams.**

The collective bargaining procedure shall be conducted between representatives of the University and the Association. These representatives shall be called the negotiating teams. Each team may consist of no more than four (4) members. Each party represented in the procedure shall determine who will be its team representatives, but shall not select members of the other party involved in the procedure.

### **Section 2. Negotiating in Executive Session.**

All negotiating sessions shall be in executive session, meaning only members of the teams, consultants as provided for in this procedure, and others as mutually agreed to between the teams shall be in the room during negotiating sessions.

### **Section 3. Consultants and Others.**

Both parties are welcome to employ the services of consultants outside the negotiating sessions, may designate up to two (2) alternates, and with mutual consent, may invite observers to the negotiating sessions. Within the negotiating sessions consultants and alternates may serve as the spokesperson for the representative side. Observers may be present but will not typically participate in the discussion unless mutually agreed to by both parties.

### **Section 4. General Provisions.**

The following provisions will be in effect unless otherwise agreed to by both parties:

- A. Initiation. Either party may serve the other party by written notice of the desire to negotiate at least ninety (90) days prior to the expiration of the current Agreement. The request from the Association shall be sent to the University President; a request from the University shall be sent to the Association President. Notification of the intent to bargain will be provided by the Association to the State Employment Relations Board (SERB).
- B. Each party will designate a negotiating team member who is authorized to tentatively agree to proposed language during bargaining. This designation may be changed with prior notice to the other party.
- C. Ground Rules. Each side shall appoint two members to meet prior to bargaining and establish alternative ground rules for negotiations by mutual agreement.
- D. Agenda. After the proposals have been exchanged at the first meeting, the agenda for subsequent negotiating sessions shall be established. By mutual agreement, the order of items on the agenda subsequently may be changed.

- E. Time Table. Meetings during any week or changes in the frequency of time or place of meeting shall be made by mutual consent of the two teams at the end of any meeting. The time and place of each subsequent meeting shall be established before any session is concluded.
- F. If both the University and Association agree to conduct bargaining during regularly scheduled class hours, the parties shall make reasonable efforts to insure continuity of instruction during such sessions. When conflict is unavoidable, members shall be permitted to reschedule or cancel office hours to attend negotiations, and shall be permitted to be absent from other non-class activities. As a last resort, members may cancel their classes by following normal class cancellation procedures.
- G. Exchange of Information. Upon request, the University and the Association agree to provide each other with information pertinent to topics/subjects that may be discussed during the negotiating period.
- H. Written Proposals. To avoid misunderstanding and to facilitate communication, all major proposals and counter-proposals shall be provided in writing.
- I. Caucus. Either team may call for a caucus during a session. A caucus shall be for a period of no more than thirty (30) minutes unless otherwise agreed to.
- J. Tentative Agreement. As written articles or provisions are negotiated and agreed upon, they shall be initialed as tentatively accepted (TA) by the authorized representative as designated in Section 4 B.

## **Section 5. Agreement.**

- A. When all articles have been tentatively accepted, the entire tentative agreement will be presented by the Association to its members for ratification.
- B. Upon ratification by the bargaining unit in accordance with Association Bylaws, the tentative agreement shall be submitted by the Administration to the Board of Trustees for review and approval.
- C. Upon the Board's approval of the Agreement, the Association President, University President, and Chairperson of the Board of Trustees shall sign the document. The signed Agreement shall constitute a legally binding contract between Shawnee State University and Shawnee Education Association.
- D. Individual faculty employment contracts shall contain a statement indicating compliance with this Agreement.
- E. Any modifications, alterations, additions and/or deletions of and/or to this Agreement prior to its expiration shall be set forth in writing and signed by the President of the University and the President of the Association or by written authorization to their designees for a

**specific issue.** No modifications, alterations, additions and/or deletions shall have any effect unless set forth in writing and signed by the parties herein identified.

**Section 6. Impasse.**

- A. If by thirty (30) days prior to the expiration date, agreement cannot be reached on all issues, then either party may call for the services of the Federal Mediation and Conciliation Services (F.M.C.S.). If one party requests the services of F.M.C.S., the other shall join in the request. Mediation shall continue until the expiration date of the Agreement unless both parties mutually agree to a specific extension date.
  
- B. The parties agree that this impasse procedure supersedes the dispute resolution procedure as set forth in Section 4117.14 of the Ohio Revised Code, but it does not waive the Association's rights under Section 4117.14 (D 2) of the Ohio Revised Code.

### **ARTICLE 3. MEMBERSHIP FEES AND DUES PAYROLL PROCESSES**

#### **Section 1. Association Membership.**

- A. Both parties to this agreement recognize the Shawnee Education Association is the sole representative of the faculty in all matters affecting wages, hours, or terms or other conditions of employment. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.
- B. Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 15th. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

#### **Section 2. Payment of Dues or Fair Share Fees.**

- A. The University will provide notifications of new hires and status changes impacting bargaining unit members to the authorized Association officials.
- B. The Association Treasurer shall provide the University Payroll Department the amount of ~~bargaining unit~~ Association dues and fair share fee payers amount no later than September 15<sup>th</sup> ~~two (2) weeks prior to the first pay of the academic year.~~ The Association Treasurer will coordinate with the University's payroll department to determine the appropriate withholding schedule. The Association Treasurer will also provide the University Payroll Department with a complete listing of all ~~bargaining unit~~ Association members. ~~and fair share fee payers.~~
- C. The faculty member may opt to remit ~~full payment in a lump sum or~~ by payroll deduction. Upon receipt of a written authorization signed by the faculty member, the University agrees to deduct the dues ~~fair share fees, and assessments~~ from the pay of ~~bargaining unit~~ Association members. This written authorization will remain in effect from year to year unless a new authorization form is submitted to the Payroll Department and received no later than two (2) weeks prior to the first pay of the academic year.
- D. ~~Dues:~~ The University shall deduct dues in the amount specified by the Association from the pay of all Association members upon receipt of individually signed authorization forms. The deductions will be taken in 18 equal payments over a nine (9) month period beginning with the first pay in October. Upon receipt of clear written request from any Association member to discontinue membership in the Association and to discontinue dues deductions, the university will be relieved of its obligation to make payroll deductions.

E. On a monthly basis, the University will transmit to the Association Treasurer a payment for dues deducted for each Association member equivalent to one-ninth (1/9th) of his/her annual membership dues.

F. Fair Share Fees

1. ~~Faculty members who elect not to become members of the Shawnee Education Association will be assessed a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the Association's work in the realm of collective bargaining.~~
2. ~~The fair share fee shall not be more than 100% of the certified dues of the Association.~~
3. ~~The Association shall provide the payroll department with the list of fair share fee payers the first week of January of each year. For existing full-time faculty, the deductions shall begin with the second payroll period in January and be withheld in equal biweekly payments over the remaining pays of the regular academic year.~~
4. ~~For new full-time faculty, payroll deduction of the fair share fee shall begin with the second payroll period in January or sixty (60) days after the beginning of employment, whichever is later.~~
5. ~~The University agrees to transmit all amounts deducted to the Association on a monthly basis.~~
6. ~~The Association represents to the University that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code, that a written procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.~~
7. ~~Upon timely demand, fair share members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.~~



- G. On a monthly basis, the University will transmit payment to the Association Treasurer together with a list of names of members of the Faculty whose Association dues ~~or fair share fees~~ have been deducted and, upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted. The University's obligation to make deductions for membership dues ~~or fair share fees~~ shall end upon termination of employment.
- H. The Association agrees that it shall indemnify and hold harmless the University, its officers, trustees, employees or agents, against all claims, damages, causes of action, awards, costs, expenses, and any and all damages arising or resulting from, by reason of, or touching upon the University's agreement to the provisions of this article. ~~providing for a fair share fee payable to the Association, and the University's actions and conduct with respect to these provisions.~~

### **Section 2 3. Payroll.**

- A. Pay periods are established by the University. The University will continue to pay bargaining unit members on a bi-weekly basis. If the University changes to a different payroll system (i.e. pay on the 15<sup>th</sup> or 30<sup>th</sup>) the University will give the Association members at least six (6) months advance notice.
- B. Normal payroll distribution methods shall include the options of direct deposit or payroll debit cards. Association members will be required to have payroll checks deposited electronically or on payroll debit cards. Pay vouchers will only be available online and will not be mailed via postal services. The University will provide assistance to an employee to obtain this voucher, if necessary.

## **ARTICLE 4. ASSOCIATION RIGHTS**

### **Section 1. Rights of the Association.**

#### A. Conduct of Association Business

1. The President of the University and representatives of the Association shall meet as requested by either party.
2. The President of the Association shall have the right to address the Board at all public meetings of the Board. If the SEA President wishes to speak on an issue at a Committee or full Board meeting in advance of the Committee or Board taking action on that issue, the SEA President shall provide the Secretary of the Board with notice of the issue in question and the SEA's position on the issue. The Committee or Board Chair, in his/her discretion, may grant or deny the SEA President's request.
3. At the beginning of each academic year, the Association President will provide to the University a list of those members of the Association who are authorized to speak on behalf of the Association and/or to transact business on behalf of the Association. The University recognizes that the Association is the sole representative for matters concerning this Agreement. The Association President shall also provide the University the names of the primary and alternative contacts for communication purposes.
4. The Association may provide the University with the names of ~~two (2) bargaining unit~~ **Association** members, in addition to the President of the Association and the OEA representative for matters related to complaints, disciplinary actions, grievances and other disputes. Association representatives may aid in informal resolutions to disputes, file and process grievances, and/or represent bargaining unit members in any internal disciplinary or grievance procedure or any other dispute with the University.
5. The University will provide time during orientation meetings of new bargaining unit members to introduce the Association to new bargaining unit members. During this time the administrators will absent themselves from the meeting. The University will provide the Association with ten (10) days advance notice of all orientation meetings.

#### B. The Association President shall have access to the following:

1. Agenda and minutes of all Board of Trustees meetings at the time of dissemination;
2. University policies and procedures

#### C. Upon written request, public documents as defined in Section 149.43 O.R.C. shall be made available to the Association. The University may assess the Association the standard copy fee charged to other campus organizations for any copies requested.

- D. The Association shall be permitted to use the University's classrooms, lounges, grounds and facilities at no cost for Association business. ~~University facilities shall be provided at the rates established by University policy.~~ Any additional cost incurred by the University shall be paid by the Association upon submission of an appropriately documented charge. If the University decides to implement a parking fee, this section shall not be interpreted to exempt bargaining unit members from such a fee.
- E. The Association shall be authorized to use University-owned office and instructional equipment and supplies. The Association shall reimburse the University for the use of office supplies.
- F. The Association shall be permitted to use the University's interdepartmental mail facilities.
- G. The Association shall be permitted to use the University telephone and long distance system in order to conduct official Association business. Long distance charges shall be paid by the Association.
- H. The Association shall be permitted to use the University's printing services on a cost for use basis. Billing for these services will be handled through the established billing procedure of the University. Charges to the Association for such services will be the same as those assessed other campus groups and individuals.
- I. Duly authorized representatives of the Association who are not employed by the University shall be permitted to transact official business with Association members on University premises during normal business hours, provided such business does not interfere with the employees' duties.
- J. The Provost will provide the Association with furnished office space to use to conduct official Association business and store files. ~~file storage space within the University accessible by the SEA sufficient for three (3) University-provided lockable file cabinets.~~
- K. The University shall continue to provide the Association with rights to communicate with members over a designated SEA e-mail list. The terms and conditions for participation on that list shall be considered an internal SEA matter.

## **Section 2. Rights of Association Representatives and of Bargaining Unit Members.**

- A. All bargaining unit members, ~~whether they are members or fair share,~~ shall have the right to the active assistance and representation by a representative of the local, state or national organizations of the Association in any dispute with the University regarding the interpretation or application of this Agreement. Bargaining unit members may request Association representation at any time during any meeting. This request will not be denied and the meeting may be rescheduled in order to allow sufficient time to arrange representation and identify the appropriate parties to participate in the meeting.

- B. A bargaining unit member may waive representation by the Association in disciplinary proceedings or grievances. If a bargaining unit member chooses to do so, the bargaining unit member shall sign a waiver form provided by the Association.
- C. During any investigatory or disciplinary meeting at which an authorized Association Representative is present, the Association Representative shall have the right to:
  1. Request clarification of any questions asked of the bargaining unit member;
  2. Help to clarify any responses to questions by the bargaining unit member;
  3. Request clarification and explanation of any charges;
  4. Request clarification of the nature and reliability of any evidence offered in support of the charges;
  5. Assist the bargaining unit member in presentation of his or her own evidence;
  6. Gather information deemed relevant by the Association to the bargaining unit member's defense;
  7. Discuss the issue with the bargaining unit member in a private meeting;
  8. Act to calm the bargaining unit member if needed.
- D. During any grievance meeting or **conduct hearing (ref. article 18)** the Association Representative shall have the right to represent the bargaining unit member and to speak on behalf of the bargaining unit member ~~filing the grievance~~.
- E. Any conferences, communications, or records between Association representatives and bargaining unit members regarding grievances, complaints or any other matter related to this agreement or collective bargaining that takes place on or off University premises shall be considered private and confidential to the extent permitted by state and federal law.
- F. The Association shall determine, in accordance with the standards of the Ohio Education Association, the National Education Association and relevant laws any and all such matters related to its own internal procedures.
- G. The Association shall determine in accordance with its own internal policies the conditions under which Association sanctioned or Association grievances may be brought forward.

**Section 3. Release Time.**

- A. The University shall provide release time with full pay for the SEA President nine (9) credit hours each year, but not more than six (6) credit hours in any one semester. The University will cooperate with the Association President in the scheduling of his/her

workload. This release time may be distributed among other Association representatives.

- B. If both the University and Association agree to conduct bargaining during regularly scheduled class hours during Fall and/or Summer Semester members of the Association's bargaining team shall have the right to attend such meetings without loss of pay. Both parties shall make reasonable efforts to insure continuity of instruction during such sessions.

## **ARTICLE 5. SCOPE OF THE UNIT**

### **Section 1. Bargaining Unit.**

A. The bargaining unit shall include:

1. All full-time faculty including tenure-track, continuing contract, tenured (ref. Article 11).
2. Full-time instructors – non-tenure track (ref. Article 10).
3. Department Chairpersons (see exceptions in par. B below)
4. Endowed chairs.
5. Program Directors (see Article 13).

B. The Administrative Department Chairpersons in Nursing and Teacher Education are not in the bargaining unit.

### **Section 2. Types of Full-time Faculty Employment Classifications.**

A. The determination of new or vacant positions as either tenure track or non-tenure track will be made by the Provost after consultation with Dean and Department Chairperson.

B. Other Full-Time:

Endowed Chairs and faculty members funded partly or fully by grant funds are members of the bargaining unit. (See Article 15 for salary exceptions for holders of Endowed Chairs and faculty fully funded by a grant.)

### **Section 3. Exclusions from the Bargaining Unit.**

A. Full-time Temporary (FTT) Contract for One Semester:

1. Faculty members holding a full-time temporary contract for one (1) semester are not in the bargaining unit. FTT contracts may be awarded to a qualified candidate for one (1) semester. Such persons:
  - a. Shall not teach more than fifteen (15) contractual hours in this term, and;
  - b. Shall receive prorated salary based upon such assignment.
  - c. Other than benefits that may be mandated by law, employment-related fringe benefits are not included as part of any full-time temporary one-semester contract.

2. Persons on FTT contracts are assigned only teaching responsibilities. If employment extends beyond one (1) semester in a full-time temporary capacity, the employee will be considered to be on a full-time non-tenure contract for the remainder of the academic year and will be considered a bargaining unit member.
- B. Visiting faculty (VF) will have full-time contracts that clearly indicate their visiting status. Such contracts will not exceed three (3) years except in exigent circumstances **with approval of the SEA president.**
1. Employment of a VF shall be recommended by a faculty selection committee. Salary and University-provided benefits shall follow the terms of the Agreement for the duration of the contract.
  2. VF contracts will be awarded only for the temporary filling of vacancies due to bargaining unit faculty on leave or inability to obtain qualified faculty for an established bargaining unit position. **All VF appointments require approval of the SEA president.**
  3. VF contracts expire on the last day of the spring semester (after submission of grades.) VF teaching in the summer term immediately following the expiration of their academic year contract shall be compensated according to Article 15, University Funded Salary System.
  4. **Visiting faculty whose contracts will not be renewed for the following year must be notified in writing by the Provost by March 15. Failure to notify the VF by this date does not result in automatic renewal.**
  5. **Visiting faculty status may be changed to tenure track at any time. In such situations, the VF will be notified by the Provost.**
  6. Part-time (limited service or adjunct) faculty. Faculty who teach twelve (12) or fewer contractual hours per semester and no more than nineteen (19) contractual hours per academic year.
- C. Academic Administrators (including those holding academic titles).
- D. **Full-Time Online Faculty (FTO)**
1. **FTO's are full-time non-tenure track faculty members whose duties only include teaching online courses, whose office hours are held entirely online, and who hold no academic rank.**
  2. **FTO's have no obligation to be present on campus and are not required to perform any research, scholarship, service or commercialization.**

3. FTO's will receive annual contracts which may be renewed at the discretion of the University.
4. Salaries of the FTO's shall not exceed those of bargaining unit members of similar qualifications and years of experience. See Initial Salary table in Article 15.
5. During year 1 of this contract FTO's shall not exceed 10% of total full-time faculty. During year 2 of this contract FTO's shall not exceed 15% of total full-time faculty. During year 3 of this contract FTO's shall not exceed 20% of total full-time faculty.

**Section 4. Administrative Right of Return or Integration into the Bargaining Unit.**

- A. Academic administrators (President, Provost, Associate Provost(s), Academic Deans, and Administrative Chairpersons) have the right to step down from their position as administrator and enter the ranks of the faculty under the following conditions:
  1. The administrator possesses the academic credentials and qualifications to meet or exceed the rank of Assistant Professor in a current department at SSU.
  2. Bargaining unit members who are appointed to non-bargaining unit administrative positions at Shawnee State University shall have the right to return to the bargaining unit at the same rank and tenure status as the time they accepted the position.
  3. The returning administrator's salary shall be determined based on the applicable rank and experience (including the years served as academic administrator) as identified in Article 15, Section 2.
  4. Right of return to the bargaining unit is guaranteed only for administrators who were bargaining unit members at Shawnee State University. This right of return shall apply regardless of the status of faculty lines in the department but no existing faculty shall be eliminated as a consequence of this return.



## **ARTICLE 6. UNIVERSITY GOVERNANCE**

### **Section 1. Purpose of Article.**

The purpose of this Article is to delineate the respective roles of the SEA and UFS and promote the voice of faculty in University governance.

### **Section 2. Respective Roles of SEA and UFS.**

- A. Both parties to this Agreement recognize the Shawnee Education Association as the sole representative of the faculty in all matters affecting wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision to this collective bargaining Agreement. Both parties to this Agreement recognize the University Faculty Senate or other organizations jointly approved by the UFS and the Board of Trustees, as long as they exist, as the representative for all **academic** matters that do not pertain to or affect wages, hours, or terms and other conditions of employment.
- B. Both parties recognize and affirm the importance of faculty participation in the governance of the University on all matters related to the overall academic mission of the University that do not pertain to or affect wages, hours and other conditions of employment. Any changes in policies or procedures that directly impact the academic mission of the University shall be in accordance with the Faculty Senate Constitution.
- C. Revisions to University policies that directly impact provisions of this agreement and/or wages, hours or other terms and conditions of employment as defined by ORC 4117 will be discussed addressed between the Association and the University in a Memorandum of Understanding (MOU).

### **Section 3. Academic Department Governance.**

- A. Each academic department is encouraged to maintain or develop a Departmental governance document that defines the decision making process within the department on matters of curriculum and academic policy. This document should be periodically reviewed by the faculty in the department and is not grievable. Departmental governance documents may not contradict the provisions of this agreement. Departmental governance documents shall not address issues that impact provisions of this agreement and/or wages, hours or other terms and conditions of employment.
- B. This Academic Department document may address such issues as:
  - 1. Departmental curricular matters such as curriculum revision, requirements for major and minor and program development to be submitted to the Educational Policies and Curriculum Committee (EPCC).
  - 2. Departmental budgetary matters (e.g., distribution of travel funds, procedure for library acquisitions, etc.).

3. Guidance on the participation on faculty selection committees.
4. Development of course/program assessment plans, collection of assessment data, writing assessment reports, and reviewing assessment data (for program and institutional accreditation).
5. Procedures for adopting or revising common course syllabi and other common instructional materials.
6. Establishment and functioning of department committees.
7. Procedures for department meetings (e.g. frequency, etc.).

**ARTICLE 7. ACADEMIC FREEDOM, Extramural Speech, FIRST AMENDMENT RIGHTS AND ACADEMIC RESPONSIBILITY**

**Section 1. Introduction.**

- A. The University and the Shawnee Education Association are committed to the concepts of Academic Freedom and Professional Responsibility of Faculty, as set forth in the following sections.
- B. This provision shall apply equally to creative works, visual, spoken, written and/or electronic communications, including, but not limited to social media and personal cell phones.
- C. Academic Freedom shall extend to all University employees including faculty when acting in a teaching capacity.
- D. Both sides may refer to the relevant AAUP Policies and Documents (informally known as the “Redbook”) for guidance in interpreting and applying the provisions of this Article ~~as those concepts are set forth in the 2010 *Policies and Procedures of the American Association of University Professors* customarily known as the “AAUP Redbook,”~~ to the extent they are not inconsistent with the specific terms of this Agreement.

**Section 2. Academic Freedom and ~~First Amendment Rights.~~**

- ~~A. This provision of the agreement shall apply to any person who is employed by the University in the role of faculty whether that person is, or is not a member of the bargaining unit. (e.g., adjuncts, academic administrators when teaching, guest lecturers, etc.).~~
- A. Academic Freedom: Academic freedom protects the right of faculty in the performance of their duties as University professors to:
  - 1. Freedom in their classroom when discussing subject matter that is reasonably related to the relevant course material and established curriculum;
  - 2. Choose curricular materials and pedagogical techniques within the reasonable boundaries of professional discretion subject to relevant standards of academic merit, teaching effectiveness, and consistency with catalogue course descriptions;
  - 3. Freedom in research and publishing subject only to standards of academic merit;
  - 4. ~~Freedom~~ Participate and speak freely in department, committee meetings, and other activities in the performance of their service to the University; all University governance processes; on University affairs in one’s Department and , the Faculty Senate, the committees of the Faculty Senate, on matters before the Faculty Senate, in governance committees or any other University committees, on educational and curricular issues and on matters of public concern;

5. Choose to participate or not to participate and to speak freely on matters of concern to the Association.

~~6. This provision shall apply equally to electronic communications.~~

- B. Extramural speech: When bargaining unit members speak, write or produce creative work as individuals rather than employees, they will be free from institutional censorship or discipline, provided they clearly indicate they are not representing the institution. ~~First Amendment Rights: Bargaining unit members retain the right to speak and act within the bounds of the First Amendment, as it applies to private citizens outside the scope of their official duties. Under no circumstances may a bargaining unit member be sanctioned or disciplined because he or she engaged in constitutionally protected speech or conduct, for exercising their First Amendment rights in their capacity as private citizens, including social media and personal cell phones, save in those instances in which the bargaining unit member claims to speak on behalf of the University.~~

### **Section 3. Academic Responsibility and Professional Ethics.**

- A. The concept of academic freedom must also be understood in the context of academic and professional responsibility of the University professor as a responsible educator.
- B. When speaking in their capacity as University professors:
1. Faculty shall respect the rights of their colleagues and other members of the University community to voice their views;
  2. Faculty shall respect and defend the academic freedom of students;
  3. Faculty will not introduce material into the classroom that is unrelated to the subject matter;
  4. Faculty will not engage in behavior that materially and substantively disrupts established University procedures. Disagreement, controversy and argumentation will not constitute evidence of material and substantive disruption of University processes;
  5. Faculty will not engage in speech or behavior that is abusive, threatening or defamatory; or reasonably interferes with the ability of other members of the University to perform their duties;
  6. Faculty shall observe all institutional regulations that are consistent with this Agreement;
  7. Faculty shall not claim to speak for the University but may identify the University for affiliation purposes only;
  8. Faculty shall adhere to standards of academic honesty as defined by the relevant

professional association.

- C. Allegations of misconduct against bargaining unit members in relation to this section shall be addressed in accordance with Article 18.

## **ARTICLE 8. MANAGEMENT RIGHTS**

Management shall have the following rights, except as expressly modified by the terms of this Agreement: ~~management shall have all of the rights: provided for by the Ohio Revised Code, Section 4117.08 (C), as they may be amended from time to time. as listed below:~~

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the public employer as a governmental unit.

Should Ohio Revised Code Section 4117.08 (C) be amended during the term of this Agreement through the addition to or elimination of management rights contained therein, such change(s) shall be negotiated during the term of this Agreement.

The University's failure to exercise any of its rights or its failure to exercise such rights in a particular way shall not be considered a waiver of such rights.

## **ARTICLE 9. INITIAL APPOINTMENTS**

### **Section 1. Initial Rank Assignment for New Bargaining Unit Members.**

- A. Assignment of rank for new bargaining unit members shall be recommended by the bargaining unit search committee in consultation with the **Department Chair and Dean** and approved by the Provost and the SEA President or designee.
- B. **Based on the recommendation of the search committee**, new tenure-track bargaining unit members may be hired in at a rank higher than that of Assistant Professor for exceptional past teaching, service, and scholarship at the college level, **or exceptional experience as a practitioner outside of a higher education setting**.
- C. The rank of new tenure-track bargaining unit members with experience at other regionally accredited institutions of higher education will be evaluated using the standards for academic rank at SSU found in this Article.
- D. No new bargaining unit member may be employed with tenure. **Regardless of rank, new bargaining unit members employed without tenure must follow the tenure process described in Article 11.**
- E. **New tenure-track bargaining unit members whose appointment to tenure track commences on or after the first day of classes of Fall semester 2019 may receive credit towards tenure as follows:**
  - 1. **1 year towards tenure for each year served in a tenure track position at Shawnee State University at any time in the past, and/or for each year served as visiting faculty at Shawnee State University, and/or for every year served as FTI at Shawnee State University.**
  - 2. **1 year towards tenure for every 2 years served as a tenured faculty member at another accredited institution of higher education; no more than 3 years of credit will be awarded under this subsection.**
  - 3. **Credit towards tenure will be indicated on the hiring worksheet and on the initial employment contract.**
  - 4. **New tenure track bargaining unit members may choose not to accept credit toward tenure and start the tenure and promotion process at year 1. This choice must be made at the time the initial contract is signed and cannot be changed.**
- F. Full-time instructors (FTI) and full-time temporary (FTT) are non-tenure track and not eligible for initial appointment above senior instructor. Provisions related to FTIs are found in Article 10.
- G. Visiting faculty (VF) will be assigned rank according to their credentials. Using the same

review process as used for bargaining unit members, VF will be placed on the initial salary schedule (Article 15, Section 1).

## **Section 2. Initial Rank Criteria.**

The criteria for the assignment of initial rank are:

- A. Instructor: To be employed at the rank of Instructor (non-tenure track) at the University, the candidate must have the following credentials:

Bachelor's degree or higher in area of teaching specialization, professional experience related to the teaching area, and, where applicable, certification/licensure in a specialized area.

- B. Senior Instructor: To be employed at the rank of Senior Instructor (non-tenure track) at the University the candidate must have the following credentials:

1. Master's degree or higher in area of teaching specialization and professional experience related to the teaching area and, where applicable, certification/licensure in a specialized area; or
2. Bachelor's degree in area of teaching specialization and professional experience related to the teaching area and, where applicable, certification/licensure in a specialized area, and three (3) years of full-time teaching (or applicable) experience as an instructor at a regionally accredited institution.

- C. Rank of Assistant Professor: To be employed at the University at the rank of Assistant Professor (tenure track) at the University, the candidate must have the following credentials:

1. Doctorate or discipline-appropriate degree in area of teaching specialization from a regionally accredited institution, or
2. Master's degree in area of teaching specialization from a regionally accredited institution, and three (3) years of full-time teaching experience at regionally accredited institution or five (5) years of professional experience in the area of specialization, or
3. Bachelor's degree in area of teaching specialization from a regionally accredited institution and ten (10) years or more of professional experience in area of specialization and evidence of documented exceptional accomplishments in the field. This category requires approval of the SEA President and Provost and will be used sparingly.

- D. Rank of Associate Professor: To be employed at the University at the rank of Associate Professor (tenure-track) at the University, the candidate must have the following credentials:



1. Doctorate, discipline-appropriate degree in area of teaching specialization from a regionally accredited institution, or
  2. Master's degree in area of teaching specialization and six (6) years of full-time teaching experience as an Assistant Professor at a regionally accredited institution; or if there is evidence of exceptional scholarship, professional, and/or teaching experience may be considered as fulfilling or partially fulfilling the teaching experience.
- E. Rank of Professor: To be employed at the University at the rank of Professor at the University (tenure-track), the candidate must have the following credentials:
1. Doctorate or discipline-appropriate degree in area of teaching specialization and five (5) years of full-service teaching experience as an Associate Professor at an accredited regional institution; or
  2. Master's degree in area of teaching specialization and nine (9) years of full-service teaching experience as an Associate Professor at an accredited regional institution or if there is evidence of exceptional scholarship, professional, and/or teaching experience may be considered as fulfilling or partially fulfilling the teaching experience.
- F. Associate, Bachelor's, Master's, and Doctorate degrees are those degrees awarded by institutions of higher education which were regionally accredited for the degree awarded at the time it was awarded by agencies recognized by the Secretary of the U.S. Department of Education.
- G. Determination of which degrees are considered as "in the area of teaching specialization" and which degrees are considered "discipline appropriate" is the joint responsibility of the department faculty, Dean, and the Provost.

### **Section 3. Initial Salary Placement.**

- A. Initial rank and salary placement shall be determined using the Worksheet Summary which will be completed by the faculty search committee.
- B. In determining initial salary placement as identified in Article 15, discipline related work experience may be considered all or in part as "applicable experience" equivalent to teaching experience. The years credited shall be ~~recommended~~ indicated on the Worksheet Summary which is completed by the faculty search committee and approved by the Dean, the Provost, and the SEA President based on the following:
  1. One (1) year for each complete year of service as a full-service faculty member at a regionally accredited institution of higher education.
  2. One (1) year for every two (2) years taught at the secondary level in discipline-appropriate content area (non-teacher education faculty);

3. One (1) year for every one (1) year taught at PreK-12 levels for employment in Teacher Education.
4. One (1) year for every one (1) year of full-time substantive work experience, **including professional practice and/or** post-doctoral work, directly related to the area of teaching specialization. Generally, pre-baccalaureate experience is not credited unless otherwise agreed to by the committee and the Dean.
5. One (1) year for every two (2) years of full-time substantive work experience in a closely related area of teaching specialization. Generally, pre-baccalaureate experience is not credited unless otherwise agreed to by the committee and the Dean.
6. One (1) additional year may be credited for exceptional or distinguished experience as agreed to by the committee and the Dean.

#### **Section 4. Additional Contract Conditions on Initial Appointment.**

- A. The Dean in consultation with the search committee may recommend **to the Provost** that individuals be hired with specific conditions placed on his/her contract, such as completion of the discipline-appropriate degree by a specified date, **willingness to provide online instruction** ~~attaining certain enrollment levels, achieving other benchmarks of his/her program's success, etc.~~
- B. Any condition **approved by the search committee, the dean, and the provost**, shall be included on the Worksheet Summary for the candidate, **and the appointment letter.** ~~and on the initial contract of employment.~~
- C. **Statements of conditions on the appointment letter must include the deadline by which the condition must be met, the criteria used to determine whether a condition has been met, and the penalty for not meeting a condition.** ~~Conditions of employment, other than completion of degrees, shall be used for contract nonrenewal in accordance with the individual bargaining unit member's employment contract or the conditions will be removed at the end of the fourth year of employment.~~
- D. ~~Upon employment, only those conditions recommended by the committee in consultation with the Dean shall become part of the conditional contract(s) issued to that bargaining unit member.~~
- E. Bargaining unit members employed into a tenure track position but with conditions will be placed at the rank for which the current credentials are met. Upon satisfaction of the conditions, the bargaining unit member will be **reevaluated** and reclassified at the appropriate higher rank and salary step that would have met the minimum conditions for the initial employment. This action will not be retroactive or treated as a promotion for salary purposes as provided in Article 15.

#### **Section 5. Application.**

This Article shall be used to determine the initial salary placement and salaries for new bargaining unit appointments as identified in Article 15. This Article has no application in any other situations including academic reorganization where existing bargaining unit are reassigned to new or different academic programs.

## **ARTICLE 10. FULL-TIME INSTRUCTORS (NON-TENURE TRACK)**

### **Section 1. Full-time Instructor (FTI) Contract Status (non-tenure track).**

#### A. FTI Contracts

1. A FTI/~~NTF~~ shall be awarded a contract for the academic year beginning the first Monday in the fall semester and continuing to the submission of grades at the end of the spring semester.
2. FTI/~~NTF~~ contracts are awarded to faculty whose primary duty is to provide classroom, laboratory, and clinical instruction for credit and whose faculty employment contract specifies appointment to a full-time non-tenure track position with the rank of instructor or senior instructor.
3. FTI/~~NTF~~ teaching in the summer term immediately following the expiration of the employment contract shall be compensated according to Article 15.
4. Benefits and remuneration for FTI/~~NTF~~ contracts shall follow the terms of this Agreement.
5. The employment of full-time instructors (FTI) ~~or NTFs~~ will not exceed 20% of total bargaining unit members. ~~No academic department, program, or unit shall consist of more than 35% FTIs. During the term of this Agreement the University will make an effort to reduce the percentage of FTIs in University College to no more than 50%.~~

#### B. FTI Workload

1. The normal academic year classroom teaching load for non-tenure-track bargaining unit members (full-time instructors – FTI/~~NTF~~) on the semester system is 30 contractual hours. During the academic year, no FTI/~~NTF~~ faculty member shall be assigned a workload beyond eighteen (18) contractual hours in a particular semester without his/her permission.
2. Teaching load for FTIs/~~NTFs~~ shall comprise up to 90% of their total workload. The remaining time shall be dedicated to service in the form of committee meetings, scheduled office hours, etc.
3. FTI/~~NTF~~ may teach any developmental or 1000 or 2000 level courses. FTI/~~NTF~~ may teach 3000 or 4000 level courses when a vacancy arises due to exigent circumstances during the academic year and the department chairperson or program leader recommends. FTI/~~NTFs~~ may also teach senior seminar or supervise student teaching/clinical practice. In any instance of FTI/~~NTF~~ teaching these courses, the University will consult with the SEA President prior to such assignment.

4. FTI/NTT shall not be designated as department chairs or program directors, clinical or academic program coordinators. However, they may be assigned other supplemental administrative duties. ~~The University will review the status of any FTI/NTT whose contracts are renewed for academic year 2015-2016 who was serving in one of the above leadership capacities to determine if the position should be adjusted from non-tenure to tenure track status. If the University determines that FTI/NTT should continue to serve in one of these capacities, the position will be deemed tenure track and the bargaining unit member holding that position will be retained and be considered tenure track.~~

**Section 2. Qualifications for appointment to a Full Time Instructor position ~~non-tenure track position.~~**

- A. The credential and experience requirements for an FTI employed at the rank of Instructor include: a Bachelor's degree or higher in area of teaching specialization, professional experience related to the teaching area, and, where applicable, certification/licensure in a specialized area.
- B. The credential and experience requirements for a FTI employed at the rank of Senior Instructor include:
  1. Master's degree in area of teaching specialization and certification/licensure in a specialized area where applicable; or
  2. Bachelor's degree in area of teaching specialization and professional experience related to the teaching area ~~and where applicable, certification/licensure in a specialized area,~~ and three (3) years of full-time teaching experience as an instructor at a regionally accredited institution of higher education ~~and where applicable, certification/licensure in a specialized area.~~
- C. Acceptable academic degrees are those awarded by institutions of higher education which were regionally accredited for the degree awarded at the time it was awarded by agencies recognized by the Secretary of the U.S. Department of Education. The Provost and President of SEA, or their designees, must mutually agree that degrees from foreign institutions are the equivalent of regionally accredited degrees.
- D. Determination of which degrees are appropriate and "in the area of teaching specialization" is the joint responsibility of the departmental faculty, Dean, and the Provost in consultation with the SEA President.

**Section 3. Promotion.**

- A. To apply for promotion to Sr. Instructor an FTI with the rank of instructor must meet the following academic and experience requirements:
  1. Master's degree in area of teaching specialization certification/licensure in a

specialized area where applicable; or

2. Bachelor's degree in area of teaching specialization and professional experience related to the teaching area and certification/licensure in a specialized area where applicable and three (3) years of full-time teaching experience as an instructor at Shawnee State University.
- B. The FTI must submit a letter requesting promotion to Sr. Instructor to the Dean. Such promotion requires a written recommendation from the Dean and approval by the Provost and shall take effect the fall semester of the following academic year.

#### **Section 4. Eligibility for Tenure Track.**

- A. FTIs are established as non-tenure track positions and are not eligible for tenure. However, if an FTI meets the criteria for the rank of Assistant Professor (as identified in Article 11), the FTI may apply and be considered for an announced tenure-track (TT) vacancy in accordance with the University's faculty employment procedures.
- B. In cases where FTIs have been hired through an open search, and possess the correct qualifications for open tenure track positions, the department may recommend hiring the FTI for tenure track to the Dean without an additional search. The Dean may consider the FTI's overall record in determining whether a search needs to be conducted.
- ~~C. If hired into a tenure-track position the faculty member may receive credit towards tenure as described in Article 9 or be eligible for early tenure as described in Article 11. and upon completion of three (3) years serving as a tenure-track Assistant Professor at the University, the former FTI bargaining unit member will be eligible to apply for early tenure as addressed in and Article 11, Section 3.~~

#### **Section 5. Contracts Renewal/Non-renewal.**

- A. A FTI shall be issued a non-tenure track contract for an academic year. There is no limit to the number of contracts that can be awarded to a FTI however, non-tenure track employment does not automatically renew.
- B. After the FTI receives two (2) one-year contracts, the University in consultation with the department chairperson, may award additional non-tenure track contracts with durations of 3 years. If, at the end of the three (3) year contract, the University determines there is a need to reduce the contract duration, the Dean will consult with the Department Chairperson prior to making the final determination to issue a 1, 2, or 3 year contract based on departmental/programmatic needs.
- C. If the University does not renew the FTI contract that member shall be notified by the Provost of such decision by March 15.
- D. During a FTI's individual contract period the faculty member may only be terminated for

cause.

**Section 6. Notice of Contract Renewal/Non-renewal.**

- A. Notice to the FTI of renewal or non-renewal of employment shall be handled as follows:
  - 1. Personal delivery to the bargaining unit member; and/or
  - 2. By certified U.S. mail to the bargaining unit member's last address provided by the member for payroll purposes.
  
- B. The University's obligation to serve notice is met if the date of personal delivery, or the postmarked date of mailing, is on or before March 15 for non-renewal.

## **ARTICLE 11. PROMOTION AND TENURE**

### **Section 1. Tenure Considerations in Academic Year 2018-2019**

- A. Promotion and/or tenure applications submitted in the academic year 2018-2019 will be evaluated using the procedures, process, and criteria in the 2015-2018 CBA, not this one.

### **Section 1-2. Tenure System.**

- A. Definition of Tenure: Tenure is defined as a continuous employment relationship with the University that is officially recognized as such by the Board of Trustees. Tenure is granted by the Board of Trustees upon successful demonstration by the bargaining unit member of fulfillment of the requirements for tenure in accordance with the criteria and procedures of this agreement. Tenured faculty may only be disciplined or terminated for just cause.
- B. Definition of Continuing Contract: Continuing contract is a continuous employment relationship with the University that has been established by a bargaining unit member based on collective bargaining agreements in place prior to the creation of the tenure system. Discipline or termination of faculty with continuing contract may only be for just cause.
- C. An award of tenure must be earned by faculty members and on the basis of their past performance during the tenure-track period as evaluated by tenured faculty, Department Chair, the academic administration, (i.e., Deans, Provost), the University President, and the Board of Trustees. Tenure cannot be acquired automatically by length of service. Tenure cannot be acquired or denied automatically by procedural error.
- D. The awarding of tenure is one of the most significant aspects of the performance evaluation system of Shawnee State University. A favorable tenure recommendation shall be based on a record of demonstrated achievements in teaching, as well as, scholarship (which can include creative activities, etc.), and/or service and/or commercialization for which the evidence of excellence in teaching, substantial or outstanding scholarship and/or service and/or commercialization is clear and consistent.

### **Section 2-3. Eligibility for Promotion and Tenure.**

- A. A tenured bargaining unit member must meet the following requirements in order to be eligible to apply for promotion to the Rank of Professor:

Discipline-appropriate degree at the Master's level or higher in the area of teaching specialization and five (5) years of full-service teaching experience as an Associate Professor, three of which must be at Shawnee State University.

- B. A tenure-track bargaining unit member must meet the following requirements in order to apply for promotion to:



1. Rank of Associate Professor and Tenure:

Discipline-appropriate degree at the Master's level or higher, in the area of teaching specialization and six (6) years of full-time teaching experience as an Assistant Professor, at least three of which must be at Shawnee State University.

2. Rank of Assistant Professor:

Discipline-appropriate degree at the Master's level or higher in the area of teaching specialization, three (3) years of full-service teaching experience as a senior instructor, all of which must be at Shawnee State University.

C. Bargaining unit members at the rank of Associate Professor or higher who are not tenured, must meet the following requirements to apply for tenure without promotion:

Discipline-appropriate degree at the Master's level or higher in the area of teaching specialization and a combination of credit toward tenure and years of full-service teaching experience at the current rank at Shawnee State University that equals at least six (6) years.

D. Determination of which degrees are discipline-appropriate and "in the area of teaching specialization" is the joint responsibility of the departmental faculty, Dean, and the Provost in consultation with the SEA President (see Article 9, Initial Appointments).

E. All tenure track faculty employed by Shawnee State University shall be considered to have the discipline-appropriate degree in the area of teaching specialization. ~~Any related compensation adjustments will become effective fall semester 2015 and will not be retroactive.~~

F. Senior Instructors currently employed in tenure-track positions will be reclassified if they meet the qualifications for Assistant Professor. The following actions will be taken in this reclassification process. No adjustment as a result of this reclassification will be treated as a promotion as identified in Article 15:

1. Those faculty meeting the credentials identified in Article 9 will be reclassified at the higher rank (i.e., Sr. Instructor or Assistant Professor).
2. Those being reclassified will be placed on the continuing salary schedule at the minimum step of the higher rank or the step closest to the current salary that provides an increase.
3. These bargaining unit members who are on conditional contracts must meet the conditions of their individual contracts prior to reclassification.

G. The reclassification and compensation of bargaining unit members employed on a conditional contract are addressed in Article 9.

**Section 3-4. Eligibility for Early Tenure and Promotion to Associate Professor.**

- A. This section shall apply only to tenure track faculty whose appointment to tenure track commences prior to the first day of classes of Fall semester 2019.
- B. Upon recommendation of the bargaining unit member's mentoring committee after successful completion of the third year review, the bargaining unit member may apply for early promotion to Associate Professor and Tenure in either year 4 or in year 5.
- C. In such case, the bargaining unit member shall follow the promotion and tenure application process and timeline identified in Sections ~~5~~ 6 and ~~10~~ 12
- D. If the bargaining unit member is unsuccessful in his/her attempt for early promotion and tenure, the bargaining unit member will be permitted to reapply in year six following the timeline and application process for promotion to Associate Professor and Tenure in this Article.
- E. Application for early tenure will be permitted one time.

**Section 4-5. Criteria for Tenure and Promotion in Rank.**

The Common promotion and tenure criteria reflected in Appendix A have been established by the consolidation of criteria previously developed by academic departments. The purpose is to provide standards through the duration of this agreement to ensure consistency in the rigor and equity of promotional decisions across the Colleges.

- A. Promotion to the rank of Assistant Professor requires the candidate to demonstrate that he or she has met the criteria for excellence in teaching. (ref. Appendix A)
- B. Promotion to the rank of Associate Professor and Tenure (with or without promotion) requires the candidate to demonstrate that he or she has met the following:
  - 1. Excellence in teaching and outstanding achievement in scholarship; or
  - 2. Excellence in teaching and outstanding achievements in service; or
  - 3. Excellence in teaching and outstanding achievements in commercialization; or
  - 4. Excellence in teaching and substantial contributions in two of the three other categories -- scholarship, service, or commercialization
- C. Promotion to the rank of Professor at Shawnee State University requires the candidate to demonstrate that he or she has met the following:
  - 1. Excellence in teaching, outstanding achievements in scholarship, and substantial

contributions in service and/or commercialization.

2. Excellence in teaching, outstanding achievements in service and substantial contributions in scholarship and/or commercialization.
  3. Excellence in teaching, outstanding achievements in commercialization and substantial contributions in scholarship and/or service.
- D. In each of the cases above, excellence in teaching is considered the primary qualification for promotion and shall be weighted accordingly.
- ~~E.~~ The required criteria for promotion and tenure are found in Appendix A. Candidates must provide the requisite evidence for teaching, scholarship, and service and/or commercialization as applicable since their last promotion at SSU or since the date of hire if they have not been previously promoted first promotion (except for provisions identified in Section 14 in this Article).
- F. All applications for promotion and/or tenure submitted by tenure-track or tenured faculty members must adhere to the Promotion and Tenure Timeline as identified in Section 10 of this Article.
- G. The application process for promotion of full-time instructors (non-tenure track) is found in Article 10.

**Section 5 6. Tenured and Tenure-Track Promotion and Tenure Application Procedure.**

- A. In the event that an eligible tenured or tenure-track faculty member desires to apply for a promotion and/or tenure, he/she shall make application with the Provost by the close of business on the 15th working day of Fall semester of the year prior to the academic year in which such contract would commence, if granted. The application shall be submitted by the bargaining unit member electronically as two (2) pdf files (one file will contain the application, the second file will contain the appendix) with bookmarks to each section, on a thumb drive provided by administration (Dean) and be organized and contain the information listed below:
- B. Application Section 1 (limited to 30 pages)
1. A completed promotion application form which is in Appendix ??? and available on the Office of the Provost's web site;
  2. A cover letter limited to one page which must address:
    - a. the candidate's eligibility for promotion and/or tenure (see Section 2 3 of this Article) and
    - b. the basis for the candidate's application for promotion and/or tenure (see Section 4

5 of this Article) and;

c. a short (optional) summary of any additional information not contained in other sections of this application that may be pertinent to the candidate's evaluation;

3. A detailed and current vita;

4. A letter of support from the chairperson of the department;

5. Three (3) additional letters of reference of support from professional and/or academic colleagues

C. Application Section 2: Teaching (limited to 20 pages)

1. A detailed narrative (not more than 15 pages) which demonstrates how the evidence submitted by the candidate supports his or her case for promotion and/or tenure. This narrative is of primary importance in demonstrating how the candidate meets the criteria for promotion and tenure. Candidates must demonstrate to an audience of peers (from both within their discipline and outside of it) how they meet each of the criteria for excellence in teaching. Candidates must reference or explain how each source of evidence included in the Appendix to the application substantiates their claim to excellence of teaching. Candidates cannot include sources of evidence in the Appendix to the application without commentary.

2. A written candidate-developed summary that provides an analysis, which should include charts, graphs, and tables as appropriate, and discussion of all student evaluations since the last promotion or the entire period of time being reviewed in this application, not to exceed 6 years prior to submission of this application.

3. For individuals not holding continuing contract or tenure, a Dean or Department Chairperson's in-class evaluation for each year since the last promotion or time of hire if this is the first application for promotion (not included in the page limit).

4. If any of the student evaluations or dean's/chair's evaluations are missing, the faculty member must include a narrative explaining why these items are missing.

D. Application Section 3: Scholarship (if applicable) (limited to 5 pages)

~~A narrative explaining how the bargaining unit member has met the criteria for outstanding or substantial scholarship as applicable, including a list of sources of evidence to be included in the appendix to the application.~~ A detailed narrative which demonstrates how the evidence submitted by the candidate supports his or her case for promotion and/or tenure. This narrative is of primary importance in demonstrating how the candidate meets the criteria for promotion and tenure. Candidates must demonstrate to an audience of peers (from both within their discipline and outside of it) how they meet each of the criteria for outstanding or substantial scholarship. Candidates must reference or explain how each

source of evidence included in the Appendix to the application substantiates their claim to outstanding or substantial scholarship. Candidates cannot include sources of evidence in the Appendix to the application without commentary.

E. Application Section 4: Service (if applicable) (limited to 5 pages)

~~A narrative explaining how the bargaining unit member has met the criteria for outstanding or substantial service as applicable, including a list of sources of evidence to be included in the appendix to the application.~~ A detailed narrative which demonstrates how the evidence submitted by the candidate supports his or her case for promotion and/or tenure. This narrative is of primary importance in demonstrating how the candidate meets the criteria for promotion and tenure. Candidates must demonstrate to an audience of peers (from both within their discipline and outside of it) how they meet each of the criteria in outstanding or substantial service. Candidates must reference or explain how each source of evidence included in the Appendix to the application substantiates their claim of outstanding or substantial service. Candidates cannot include sources of evidence in the Appendix to the application without commentary.

F. Application Section 5: Commercialization (if applicable) (limited to 5 pages)

A detailed narrative which demonstrates how the evidence submitted by the candidate supports his or her case for promotion and/or tenure. This narrative is of primary importance in demonstrating how the candidate meets the criteria for promotion and tenure. Candidates must demonstrate to an audience of peers (from both within their discipline and outside of it) how they meet each of the criteria in outstanding or substantial commercialization. Candidates must reference or explain how each source of evidence included in the Appendix to the application substantiates their claim of outstanding or substantial commercialization. Candidates cannot include sources of evidence in the Appendix to the application without commentary.

G. Appendix: (no page limit); All of the following are to be included in the appendix to the application, organized in a manner so that each category can be easily found by individuals reviewing the application.

1. A table of contents for the appendix clearly showing which application section and criteria is being demonstrated by each source of evidence. The table of contents must include bookmarks to each item.
2. Sources of evidence for teaching criteria
3. Sources of evidence for scholarship criteria (if applicable)
4. Sources of evidence for service criteria (if applicable)

5. Sources of evidence for commercialization criteria (if applicable)
6. If the candidate is applying for Associate Professor, a copy of the promotion and tenure plan, progress reviews, and pre-tenure and promotion review
7. Original summaries of all student course evaluations from Shawnee State University, including student comments since the last promotion or the entire period of time being reviewed in this application, **not to exceed 6 years prior to submission of this application.**

### **Section 6.7. Committees Involved with Promotion and Tenure.**

#### **A. Mentoring Committee**

1. A Mentoring Committee shall be established **by the department chair** for each tenure track faculty member **by September 30. Faculty may suggest members he/she would like to have on the committee.**
2. The Mentoring Committee shall consist of ~~three (3)~~ **two (2)** tenured members of the faculty member's department and the department chair. If a department does not currently have at least ~~three (3)~~ **two (2)** tenured faculty members, tenured faculty members may be selected by the department chairperson from other departments within Shawnee State, or from another regionally- accredited baccalaureate-granting institution of higher education.
3. Members of the Mentoring Committee serve until the faculty member is ~~awarded~~ **accepted or rejected for promotion and/or tenure.** In the event that a Mentoring Committee member is not able to continue **or declines to serve,** another tenured faculty member may be appointed to the committee by the department chairperson. Tenured faculty members may serve on more than one Mentoring Committee **at a given time.**

#### **B. Departmental Promotion Screening Committee: The Departmental Promotion Screening Committee (DPSC) is established and convened **by the Department Chairperson by the fourth week of Fall Semester** each academic year to review and evaluate applications for promotion and/or tenure submitted by the department's eligible candidates. The committee structure shall be:**

1. Each department will elect ~~four (4)~~ **two (2)** representatives from the department to serve on the DPSC. At least **one (1)** of the representatives shall hold the rank of Professor. The remaining representatives shall hold the rank of either Associate Professor or Professor. **The Department Chair shall serve as Chair of the DPSC.**
2. If a department does not currently have ~~two~~ **one** Professor, **a** Professor may be selected by the department chairperson from other departments within Shawnee State, or with

concurrence from the Dean, from another regionally-accredited baccalaureate-granting institution of higher education.

3. The Departmental Promotion Screening Committee (DPSC) will assess the promotion folder and present a summary of the candidate's promotion folder and assessment of whether or not the candidate has met the relevant criteria to the tenured members of the candidate's department.
4. The tenured members of the candidate's department will then vote by secret ballot to recommend or not recommend the candidate for promotion and/or tenure. Candidates may not vote on their own promotion recommendation. In the case of application for Professor only professors in the department shall vote. At least three professors are required for this vote. If a department does not have at least three Professors, then additional professors may be selected by the Department Chairperson in consultation with the Dean.
5. The results of the department's tenured faculty vote including comments (which shall be typed verbatim by the Department Secretary) from voting members and the report and assessment from the DPSC will be forwarded to the Dean and the College Promotion Committee. All materials shall be submitted by the date indicated in the Promotion and Tenure timeline found in **Section 10 11** of this Article.

#### **Section 7 8. College Promotion Committees.**

- A. The Departmental Promotion Screening Committees formed by each department within the College shall select one representative and one alternate from among their respective membership to form the College Promotion Committee each academic year.
- B. CPC members will at a minimum, hold the rank being sought by the candidate(s), as such, if any candidate is applying for promotion to professor, all members of the college promotion committee must hold the rank of professor. Should a department not have any professors available or willing to serve, the senior tenured member of the department, not applying for promotion, shall represent the department on the college promotion committee.
- C. The Dean shall convene the CPC by the date indicated in the Promotion and Tenure Timeline found in **Section 10 11**. The members of the CPC shall elect a Chair. The Dean will not be a member of the committee and will not be present during committee meetings.
- D. The application materials of each candidate will be evaluated by the College Promotion Committee from their respective college.
- E. The department representative or alternate must be present at the CPC meeting in which a vote is planned. A majority vote of the membership of the CPC is required for the approval or rejection recommendation of a candidate for promotion.

- F. The CPC Chair shall provide a written report and summary of the committee's decision. The report must indicate whether the committee determined the application was complete, any deficiencies identified by the committee, and the recommendation of the committee. This report shall be voted on by the committee and signed by the CPC Chair and all members of the committee. Committee member signatures shall indicate that the report represents an accurate summary of the committee's decision. The CPC Chair shall also insure that procedures and criteria as defined in this agreement are adhered to and are equally applied. This report shall be provided to the candidate. The CPC Chair shall also have initial responsibility to insure that candidates are not subject to unlawful discrimination.
- G. The CPC Chair shall submit all promotion materials including results of the CPC vote to recommend approval or rejection of the promotion to the Dean with a copy to the candidate. The report will become part of the candidate's promotion folder for the remainder of the proceedings.
- H. The Dean will review and make a recommendation to the Provost in accordance with section 10.

**Section 89. CPC Reconsideration Procedure.**

- A. If a candidate has not been recommended for promotion by the College Promotion Committee, he/she shall have the right to request reconsideration of the CPC's decision by written request to the CPC Chair with a copy to the Dean by the timeline identified in Section 10 12.
- B. The Committee will meet with the candidate to reassess the candidate's application for a promotion and/or tenure. The candidate will be given an opportunity to address deficiencies noted in the CPC's report.
- C. The Committee may request clarification, supporting documentation, or explanation of promotion folder materials from the candidate. The candidate may provide the CPC a written statement as part of their effort to clarify or explain the previously submitted promotion folder materials or to correct errors. The candidate may also add any missing or additional material requested by the committee which will become a part of the promotion folder for the rest of the proceedings.
- D. This committee will make its final determination and notify the candidate and the Dean of its final recommendation by the date indicated by the timetable in Section 10 12.
- ~~E. Grievances shall only be filed after the final determination of the President. Grievances arising from this process may not be based on a disagreement regarding the professional judgment of a candidate's committee or of the college committee's assessment, or the assessment of the CPC Reconsideration regarding the performance of the candidate in the three areas of teaching, scholarship or service as those terms are defined in this agreement.~~



~~Grievances may be filed alleging a violation of article(s) in this agreement and/or in cases where the President has overturned a positive recommendation of the college committee or appeals committee. (moved to section 11)~~

## Section 9 10. Administrative Review.

### A. Role of the Dean:

1. For each candidate, the Dean will review the promotion folder and all documents including:
  - a. The results of the departmental vote along with any written comments and the DPSC recommendation
  - b. The results of the CPC vote along with any written comments and the CPC recommendation
  - c. The candidate's written request for CPC reconsideration (if applicable)
  - d. Any documents requested by the committee or added by the candidate during the CPC's review process or during reconsideration
  - e. The results of the decision after reconsideration (if applicable)
2. The Dean may call a meeting to consult with the CPC, the DPSC and/or the candidate.
3. The dean will prepare a written recommendation and rationale for support or opposition of tenure and/or promotion which includes the summaries of the findings and any discussion which occurred. The report will be submitted to the Provost with a copy to the candidate and will become a part of the candidate's promotion folder for the rest of these proceedings.

### B. Role of the Provost:

1. For each candidate, the Provost will review the promotion folder and all documents including those listed under Section 10A and the dean's report and recommendation.
2. The provost will submit a report containing his/her recommendation in support or opposition to the candidate's request for a promotion and/or tenure. This report shall become part of the candidate's promotion folder for the remainder of these proceedings.
3. The Provost shall have the responsibility as Chief Academic Officer to insure that the procedures and criteria as defined in this agreement are adhered to and are equally equitably applied. The Provost shall also have responsibility to insure that candidates are not subject to unlawful discrimination.

4. The Provost may consult with the Dean and may call a special meeting of the College Promotion Committee, **the DPSC and/or the candidate** prior to making his or her recommendation.
  5. Should a candidate not be recommended for promotion by the Provost, after receiving a recommendation for such by the committee, he/she shall be provided with the rationale, in writing, for the denial.
- C. The promotion folder, all documents **including those listed under Section 10A, the dean's report and recommendation**, and the Provost's **report and recommendations** will be forwarded to the President no later than the date indicated in **Section 10-12**.
  - D. The president may consult with the Provost and Dean and may call a special meeting of the College Promotion Committee, **the DPSC and/or the candidate** prior to making his/her decision.
  - E. The President shall have the responsibility as Chief Executive Officer of the University to insure that the procedures and criteria as defined in this Agreement are adhered to and are equally applied. The President shall also have responsibility to insure that candidates are not subject to unlawful discrimination.
  - F. The President will present written notification of his/her approval or denial of a promotion to the candidate by the date indicated in **Section 10-12**. Should a candidate not be granted a promotion by the President, he/she shall be provided with the rationale, in writing, for the denial.
  - G. The President's approval of a candidate's promotion **and/or tenure** will be forwarded to the Board of Trustees. Upon the approval of the rank of Associate Professor, the President will recommend to the Board of Trustees the awarding of tenure.

### **Section 11. Grievances (moved from section 9)**

- A. Grievances shall only be filed after the final determination of the President.
- B. Grievances arising from this process may not be based on a disagreement regarding the professional judgment of a candidate's committee or of the college committee's assessment, or the assessment of the CPC Reconsideration regarding the performance of the candidate in the ~~three~~ four areas of teaching, scholarship, commercialization or service as those terms are defined in this agreement.
- C. Grievances may be filed alleging a violation of article(s) in this agreement and/or in cases where the President has overturned a positive recommendation of the CPC. ~~college committee or appeals committee.~~
- D. Grievances regarding denial of promotion to full Professor may only be filed in cases where the President has overruled the CPC in two successive applications.

## Section ~~10~~ 12. Promotion and Tenure Timeline for Candidates.

- A. Upon initial appointment to tenure-track status the bargaining unit member shall be issued a one-year contract. During the contract period, the bargaining unit member may only be dismissed for just cause. The bargaining unit member shall be reviewed in accordance with the renewal, promotion and tenure guidelines of this agreement.
  
- B. The bargaining unit member will be reviewed by their mentoring committee during the first year. There are three possible outcomes of this review:
  - 1. **Non-renewal:** If a decision is made not to renew the contract of a bargaining unit member during the first year of employment, the bargaining unit member shall be provided with a statement of reasons, but the University is not obligated to show cause when deciding not to renew the contract of a bargaining unit member in their first year of appointment. Notice of non- renewal shall be provided by the Provost by March 15.
  
  - 2. **Probation:** If a decision is made to place the bargaining unit member on a 1-year probationary contract, the bargaining unit member shall be provided with a statement of reasons, but the University is not obligated to show cause for its action. Notice of the recommendation for a 1-year probationary contract will be provided by the Provost by March 15. The probation may only be grieved for procedural error, alleged violation of Academic Freedom or discrimination.
  
  - 3. **Issuance of a 2-year contract:** If a decision is made to issue the bargaining unit member a 2-year contract, notification will be provided by the Provost by March 15.
  
- C. For bargaining unit members placed on a probationary contract after the first year:
  - 1. Bargaining unit members placed on a 1-year probationary contract may be terminated or disciplined only for just cause during the term of the contract.
  
  - 2. During the probationary year, the bargaining unit member will be reviewed by the mentoring committee to determine if deficiencies or issues that resulted in the probation have been corrected and if the bargaining unit member is making adequate progress toward tenure.
  
  - 3. There are two possible outcomes of this review:
    - a. **Non-renewal:** If a decision is made not to renew the contract of a bargaining unit member at the end of the probationary contract, the bargaining unit member shall be provided with a statement of reasons, but the University is not obligated to show cause for its action. Notice of non-renewal shall be provided by the Provost by March 15.

- b. Issuance of a 1-year contract: If a decision is made to issue the bargaining unit member a 1-year contract, notification will be provided by the Provost by March 15.
- D. For bargaining unit members placed on ~~Upon renewal of a contract following the first year of appointment, bargaining unit members on tenure track shall be issued a two-year contract after the first year or on a one-year contract issued after the probationary year.~~
  - 1. During this period of time the bargaining unit member may be terminated or disciplined only for just cause.
  - 2. In the third year of his or her appointment, the bargaining unit member shall be reviewed by the mentoring committee in order to determine whether or not adequate progress is being made toward tenure and shall receive notification of the decision from the ~~President~~ Provost of the University by June 1. There are three possible decisions as a result of this review.
    - a. Inadequate progress: The bargaining unit member shall be issued a one-year terminal contract and shall be provided with a statement of reasons for that decision. The statement of reasons will accompany the notification from the Provost.
    - b. Adequate progress: The bargaining unit member shall receive a three-year contract.
    - c. For members whose tenure track appointment began prior to the Fall 2019 the committee may recommend early tenure: The bargaining unit member who has completed all tenure requirements shall receive a three-year contract and is eligible and with the recommendation of the Mentoring Committee, but not required, to apply for promotion and tenure during his/her fourth or fifth year. Regardless of which year a faculty member applies for tenure, a decision not to grant tenure will follow the provisions in Section 3.4 of this Article.
- E. During their fourth, fifth and sixth years of appointment the bargaining unit member shall only be disciplined or dismissed for just cause as addressed by Article 18.
- F. In the sixth year of appointment the bargaining unit member shall be evaluated for tenure in accordance with the criteria set forth in this Agreement ~~except in instances where early tenure is sought or an extension has been granted.~~
  - 1. If a decision is made not to grant tenure the University shall provide a statement of reasons.
  - 2. If the decision not to grant tenure is based on criteria other than teaching, scholarship, and service, then such a decision must adhere to the disciplinary guidelines set forth above.

G. This timeline depicts the path a candidate will typically follow to achieve promotion in rank and tenure.

<b>Year 1 of 1-Year Contract</b>	
By September 30	The Dept. Chair will <del>coordinate the establishment of</del> <b>establish and chair</b> of a Mentoring Committee.
By last day of 13 <sup>th</sup> week of Fall semester	Progress meeting between candidate and Mentoring Committee <b>which will be organized by the department chair</b> . During this meeting a draft Promotion and Tenure Plan will be developed. <b>The candidate will begin to implement the plan</b> . Department Chair sends copy of draft P&T plan to Dean.
<b>By the start of Spring Semester</b>	<b>Dean submits approval of P&amp;T plan to the candidate and Mentoring Committee</b>
On or before February 15	Formal Progress Review of candidate by Mentoring Committee; Chair of Mentoring Committee submits report and recommendation on contract renewal to Dean; Chair of Mentoring Committee provides <b>written</b> notice to faculty member of Mentoring committee's recommendation of either a 2-year contract or a probationary 1-year contract, or non-renewal.
By March 1	Dean recommends contract action to Provost <b>and sends a copy to the bargaining unit member</b>
On or before March 15 <sup>th</sup>	Provost issues Notice of either a 2- year contract, probationary 1-year contract, or non-renewal <b>to all parties</b> .
<b>Year 2: Either First year of 2-year contract OR probationary 1-year contract</b>	
By <del>mid-January</del> <b>February 15</b> (2-year contract)	Progress Review with Mentoring Committee; begin development of promotion folder per the P&T Plan
By February 15 (1-year probationary contract)	Formal Progress Review with Mentoring Committee; Chair of Mentoring Committee prepares and reports progress and recommends a 1-year contract or non-renewal to Dean. <b>Chair of Mentoring Committee provides a</b>

	written notice to candidate of Mentoring committee's recommendation
By March 1 (1-year probationary contract)	Dean reviews all documents; recommends additional 1-year or non-renewal to Provost and sends a copy to the candidate.
On or before March 15 (1-year probationary contract)	Provost reviews all documents; issues decision notice of additional 1-year contract or non-renewal to all parties.
<b>Year 3 of employment (2<sup>nd</sup> year of 2-year contract or 2<sup>nd</sup> 1-year contract)</b>	
By <del>First week of Spring semester</del> February 1	Candidate submits draft promotion folder to Mentoring Committee; progress meetings as needed between candidate & Mentoring Committee.
By March 15	Formal progress review by Mentoring Committee; Mentoring Committee forwards draft promotion folder to Dean with recommendation for 3-year contract or 1-year terminal contract and copy to the candidate. The committee will also submit an assessment of whether the candidate is ready to apply for early tenure if applicable.
By April 15	Administrative Review by Dean; recommends 3- year contract or 1-year terminal contract and supplies written notification copy to candidate
By June 1	Administrative Review by Provost; decision of 3- year contract or 1-year terminal contract and supplies written notification copy to candidate.
<b>Year 4: First year of 3-Year Contract (1<sup>st</sup> year eligible for early P &amp; T if applicable)</b>	
By the <del>last week</del> 10 <sup>th</sup> week of Spring Semester	Pre-tenure & Promotion Review: Mentoring Committee reviews candidate's Promotion Folder; no changes to P&T Plan are permitted after <del>this review</del> Dean's approval; copy of the final P&T Plan submitted by Department Chairperson to Dean
By the last day of Spring Semester classes.	Dean submits approval of P&T plan to the candidate and Mentoring Committee
Candidates eligible for early tenure	Follow tenure and promotion timeline

who decide to apply this year	
<b>Year 5: 2<sup>nd</sup> year of 3 –year contract</b>	
Candidates eligible for early tenure who decide to apply this year	Follow tenure and promotion timeline
Any time	Additional progress meetings with Mentoring Committee as desired by candidate
<b>Year 6: 3<sup>rd</sup> Year of 3 year contract</b>	
Follow promotion and tenure timeline Promotion and Tenure Decision made by June 1	
<b>Year 7: First Day of Fall Semester</b>	
Promotion or Tenure in effect, OR serving 1 year, Non-Renewable Contract	

H. ~~A tenure track faculty member experiencing a personal interruption during the timeline for tenure may request a one-year extension of the timeline. The request should be made in writing to the appropriate Dean. The Dean will consult with the Mentoring Committee and the department chair. If the extension is approved by the Dean, the Mentoring Committee will develop a modified timeline for that faculty member and submit it to the Dean.~~ A tenure track faculty member who has taken parental, adoption, or Family and Medical Leave or who otherwise has taken an absence for health, family, or personal reasons during his or her tenure track period may request an extension of the timeline, typically for one additional year. The request should be made in writing to the appropriate Dean. The Dean will consult with the Mentoring Committee and the Department Chair. If the extension is approved by the Dean, the Mentoring Committee will develop a modified timeline for that faculty member and submit it to the Dean. Extensions of more than one year may be granted when appropriate under the circumstances.

**Section 13. Summary of Promotion and Tenure Event Calendar. (Make into table)**

End of Business on 12 <sup>th</sup> day 15 <sup>th</sup> calendar day of Fall Semester	Application for Promotion Due
Fourth week of Fall Semester	Promotion Folders available for review and Departmental Promotion Screening Committee(s) elected and assembled
Between fourth and ninth week of Fall Semester	DPSC review promotion folders and develop summaries Forwarded to department faculty for vote
By Tenth Week of Fall Semester	Departmental vote is taken. Results are forwarded to the Dean. review by the College Promotion Committee

Eleventh Week of Fall Semester — Dean convenes College Promotion Committee(s) which review the promotion application, result departmental vote, and any other promotion materials.

First Week of Spring Semester — Candidates receive written notified notification by from the College Promotion Committee of CPC recommendation

Third Week of Spring Semester — Last day to request reconsideration of promotion denial by the College Promotion Committee

Sixth Week of Spring Semester — CPC documents and summaries forwarded to the Dean, with copy to candidate, Dean reviews and forwards recommendation to the Provost.

Eighth Week of Spring Semester — Provost forwards documents and recommendation to the President

By June 1 — President's decision on promotion; notify candidate in writing

End of Business on 12 <sup>th</sup> day 15 <sup>th</sup> calendar day of Fall Semester	Application for Promotion Due
Fourth week of Fall Semester	Promotion Folders available for review and Departmental Promotion Screening Committee(s) elected and assembled
Between fourth and ninth week of Fall Semester	DPSC review promotion folders and develop summaries Forwarded to department faculty for vote
By Tenth Week of Fall Semester	Departmental vote is taken. Results are forwarded to the Dean. review by the College Promotion Committee
Eleventh Week of Fall Semester	Dean convenes College Promotion Committee(s) which review the promotion application, result departmental vote, and any other promotion materials.
First Week of Spring Semester	Candidates receive written notified notification by from the College Promotion Committee of CPC recommendation



Third Week of Spring Semester	Last day to request reconsideration of promotion denial by the College Promotion Committee
Sixth Week of Spring Semester	CPC documents and summaries forwarded to the Dean, With copy to candidate, Dean reviews and forwards recommendation to the Provost.
Eighth Week of Spring Semester	Provost forwards documents and recommendations to the President
By June 1	President's decision on promotion; notify candidate in writing

Material is due by Friday at the close of business on the week(s) mentioned above.

In cases of conflict between this timetable and other dates in the Article, the dates on the timetable take precedence.

**Section 12.14 Promotion and Tenure Process Details.**

**A. Formal Progress Reviews**

Formal progress reviews are face-to-face meetings between the faculty member and the Mentoring Committee. The purpose of the formal progress review is to develop a written evaluation of the faculty member's progress-to-date as compared to the promotion and tenure plan. Changes may be made to the promotion and tenure plan until the plan is finalized in year 4. Written summary of these reviews will be provided to the faculty member for inclusion in his/her promotion folder.

**B. Probationary Contract (1-year)**

1. A bargaining unit member who receives a 1-year probationary contract shall work with the Mentoring Committee to correct weaknesses that were identified in year 1.
2. A formal progress review with the Mentoring Committee must occur by February 15. The timeline for the review and recommendation for contract renewal or non-renewal as identified in Section 10.12, Promotion and Tenure Timeline will be followed. The bargaining unit member will be eligible for an additional 1-year contract. This will be considered the 3<sup>rd</sup> year of employment that places the bargaining unit on the normal path for promotion and tenure.

**C. Pre-Tenure and Promotion Review**

The pre-tenure and promotion review is conducted during the first year of the faculty member's 3-year contract (4<sup>th</sup> year employment as Shawnee State faculty member). Its

purpose is to complete a summative evaluation of the faculty member's progress to date and to establish the final P&T Plan, incorporating the results of the summative evaluation. The department chairperson is responsible to provide the results of the pre-tenure and promotion review to the Dean for approval. No changes may be made to this final promotion and tenure plan after the pre-tenure and promotion review after the Dean has given approval. The pre-tenure and promotion review will be provided to the faculty member for inclusion in his/her promotion folder.

- D. In Year 6, the candidate submits the promotion & tenure folder containing the materials identified in Section 5.6 of this Article. The candidate will receive notice in writing of the decision related to the award or denial of promotion and/or tenure by June 1.
- E. Year 7: promotion in effect and notice of Board of Trustee award of tenure received or serving 1-year terminal contract.

### Section 13.15 Non-renewal.

- A. The University is not obligated to show cause in the decision to not renew the contract of a tenure track faculty member in their first year or in the 2<sup>nd</sup> year of employment if on a one-year probationary contract.
- B. In the third year of employment, the tenure track bargaining unit member shall be reviewed in order to determine whether or not adequate progress is being made toward tenure and shall receive notification of the decision from the Provost by June 1.
  - 1. If the Provost's decision not to renew the contract of the bargaining unit member is based on a finding of inadequate progress from the mentoring committee, the bargaining unit member shall be issued a 1-year terminal contract and shall be provided a statement of reasons for that decision. If the decision is based on other considerations the bargaining unit member shall be provided with a statement of reasons but the university shall not be obligated to demonstrate cause.
  - 2. If a decision is made to renew the contract of the bargaining unit member, the bargaining unit member shall receive a 3-year contract.
- C. The decision to not renew within the first 3 years of appointment to tenure track may only be grieved for procedural error, alleged violation of Academic Freedom, discrimination or in cases where the University's decision is contrary to the committee's positive recommendation.
- D. In the sixth (6<sup>th</sup>) year of employment
  - 1. If the candidate is not granted promotion and tenure, the Provost shall issue a 1-year terminal contract. If non-renewal is based upon the areas of teaching, scholarship, and or service and/or commercialization the University does not have to demonstrate just cause.

2. If the decision for non-renewal is based on criteria other than teaching, scholarship, and service **and/or commercialization**, then such a decision must adhere to the disciplinary guidelines set forth in Article 18.
- E. Notice of Non-renewal. Notice of non-renewal for any reason shall be issued via:
1. A personally-delivered document, and/or
  2. By certified U.S. mail to the faculty member's last address provided by the member for payroll purposes.
- F. The University's obligation to serve notice is met if the date of personal delivery, or the postmarked date of mailing, is on or before March 15 for non-renewals of faculty in their first year or probationary year or June 1 for faculty in their third year or after a decision not to award tenure.

**~~Section 14. Transitional Path to Promotion and Tenure.~~**

- ~~A. Bargaining unit members holding the rank of Assistant Professors as of August 2015 with a hire date prior to August 20, 2012.~~
- ~~1. Eligibility for promotion to Associate Professor and tenured status~~
    - ~~a. All bargaining unit members covered in this section are eligible for promotion to Associate Professor and tenure six (6) years after their initial date of hire with the recommendation of the assigned mentor or department chairperson.~~
    - ~~b. Rank at time of hire or time in the Assistant Professor rank will not be considered in determining eligibility. This section shall take precedence over the eligibility timelines in Section 10 of this Article.~~
    - ~~c. Application for promotion and tenure may be made during the bargaining unit member's sixth year of service so that promotion and tenure (if granted) will occur on the first day of the fall semester of the bargaining unit member's seventh year of service.~~
    - ~~d. Bargaining unit members covered in this section are not required to apply for promotion and tenure at the first date of eligibility. They may apply at any time after becoming eligible according to the academic year schedule found in Section 11.~~
    - ~~e. Bargaining unit members holding continuing contract who do not apply for promotion and tenure may continue on continuing contract status and will retain their current rank of Assistant Professor.~~
    - ~~f. Those bargaining unit members not holding continuing contract who do not apply for promotion and tenure may continue as tenure track employees. They will be~~

~~issued a three-year contract. Upon completion of three years in the rank of Assistant Professor, these bargaining unit members may elect to apply for early tenure as identified in Section 3.~~

~~2.—Promotion and tenure process, timeline, and criteria~~

- ~~a.—All bargaining unit members covered in this Section who apply for promotion to Associate Professor and tenure will follow the application process in Section 5.~~
- ~~b.—All bargaining unit members covered in this Section who apply for promotion to Associate Professor and tenure will be evaluated based on all of their activities since the time of hire regardless of rank at hire or time as an assistant professor.~~
- ~~c.—All bargaining unit members covered in this Section who apply for promotion to Associate Professor and tenure will be evaluated using the promotion criteria established by this Agreement.~~

~~B.—Assistant Professors hired between August 20, 2012 and January 1, 2013.~~

- ~~1.—Assistant Professors will be permitted to apply for a 1-year extension to the tenure track timeline in order to have adequate time to prepare a promotion folder for the application for promotion to Associate Professor and eligibility for tenure.~~
- ~~2.—The Assistant Professors may, instead of applying for a 1-year extension, elect to apply for early tenure as identified in Section 3, or follow the Promotion and Tenure Timeline in Section 10.~~
- ~~3.—If the faculty member wants a one-year extension, he/she must apply in writing to the Dean by March 15, 2016.~~

~~C.—Bargaining unit members holding the rank of Instructor or Senior Instructor as of August 2015 with a hire date prior to August 20, 2012.~~

~~1.—Eligibility for promotion~~

- ~~a.—Bargaining unit members covered in this section are considered to be tenure track status and are eligible for promotion to the Senior Instructor or Assistant Professor three (3) years after their initial date of hire.~~
- ~~b.—Application for promotion may be made during the bargaining unit member's third year of service so that promotion will occur on the first day of Fall semester of the bargaining unit member's fourth year of service with recommendations of their designated mentor or department chairperson.~~
- ~~c.—Bargaining unit members covered in this section are not required to apply for promotion at the first date of eligibility. They may apply at any time after becoming eligible following the timeline identified in Section 11.~~

d. ~~Bargaining unit members holding continuing contract status who do not apply for promotion when they become eligible may continue on continuing contract status.~~

e. ~~Bargaining unit members not holding continuing contract who do not apply for promotion when they become eligible will be issued three year contracts~~

2. ~~Promotion and tenure process, timeline, and criteria~~

a. ~~All bargaining unit members covered in this section who apply for promotion will follow the application process and timeline in this Agreement.~~

b. ~~All bargaining unit members covered in this section who apply for promotion will be evaluated based on all of their activities since the time of hire regardless of rank at hire or time in current rank.~~

c. ~~All bargaining unit members covered in this section who apply for promotion will be evaluated using the promotion criteria in this Agreement.~~

d. ~~If promotion to Assistant Professor is granted, the bargaining unit member may elect to apply for early tenure as identified in Section 3.~~

**Section 15. 16 Post Tenure Review.**

A. Definitions

1. A post tenure review (PTR) ~~is not discipline. Its~~ is focused on supporting excellence in teaching by offering an alternative pathway to address identified teaching deficiencies and provide opportunities for improvement in teaching skills. Bargaining unit members who have been granted tenure or continuing contract shall continue to be responsible for maintaining competent and effective performance in teaching
2. In cases of gross negligence of duties, incompetence in job performance, or a significant failure to meet obligations to the University, ~~or any other conducts or actions that are addressed in Article 18~~, the University may initiate corrective action through the procedures of Article 18 without utilization of the post tenure review procedures. ~~The PTR process is not an alternative to discipline in accordance with Article 18.~~

B. Trigger

1. ~~If the Dean has reason to be concerned about the teaching performance of a bargaining unit member, the Dean may attempt to resolve the matter through an informal conference.~~
2. PTR can only be triggered by documented deficiencies in teaching. Deficiency in teaching is evidenced by repeated student complaints about grading policies and/or

teaching performance which are found to have merit, or student evaluations of a tenured or continuing contract bargaining unit member **that** indicate a decline in teaching effectiveness over two or more consecutive semesters. If either of these conditions is met, the Dean may proceed as indicated in **paragraph C**.

C. Prior to initiation of PTR:

1. If the Dean believes a faculty member is deficient in teaching as defined in B. above, the Dean shall notify the bargaining unit member of these perceived deficiencies and call a meeting with the faculty member.
2. At this meeting, the bargaining unit member shall have an opportunity to provide an explanation or rebut allegations of deficient job performance
3. If, after listening to the faculty member's explanation of the situation, the Dean still believes there is a deficiency, he/she shall counsel the faculty member that improvement is needed. The Dean, **the Department Chair**, and faculty member will develop an Action Plan to demonstrate teaching improvement.
4. If after one full semester, the Dean and **the Department Chair** believe the faculty member has not improved, based on the Action Plan, a PTR may be initiated by written notification to the bargaining unit member ~~and the Department Chair~~.
5. The notice must include records of the counseling and all evidence of the perceived deficiency.

D. PTR is conducted by the ~~Mentoring Committee~~ **a PTR committee**

1. Upon receipt of a PTR notice, the department chair shall **establish** ~~reconvene the bargaining unit member's original mentoring committee~~ **a PTR committee**.
2. **The committee shall consist of the department chair, one full professor from the department appointed by the Dean, and two faculty members chosen by the person undergoing PTR, one of which must be from the department. All members of the PTR committee must be tenured. If no full professors are available in the department, an Associate Professor may serve in this role.**
3. **The PTR committee must meet within 10 20 working days of the initial PTR notice. If the bargaining unit member did not have a mentoring committee or former members of that committee are no longer at the University or willing to serve, the Department Chair shall follow the guidelines in Section 6. A. of this Article for forming a Mentoring Committee.**
4. The ~~mentoring~~ committee shall review the information provided by the Dean **and the Department Chair** and schedule a conference with the bargaining unit member within ten (10) working days.
5. The ~~mentoring~~ committee shall determine whether ~~the faculty member has met~~

~~expectations as defined in the criteria in this section. If the committee decides that it needs more information to make such a determination, the committee shall ask the faculty member to prepare a mini-portfolio showing how he/she meets the criteria in this section. Such a portfolio shall be submitted to the committee within one month of the request. One representative of the Committee may conduct in-class evaluations with prior notice. teaching deficiencies exist.~~

6. If the ~~mentoring~~ committee determines the faculty member ~~has met expectations~~ **does not have teaching deficiencies** and no further action is needed, the committee shall forward its rationale ~~that finding~~ to the Dean **and the faculty member** in writing **and the current PTR process will end.**
7. If the ~~mentoring~~ committee determines the faculty member ~~has not met expectations~~ **teaching deficiencies** and/or further action is needed, the committee shall:
  - a. Develop an appropriate plan for improvement and forward it to the Dean and department chair, **and bargaining unit member** within one month of the initial meeting with the bargaining unit member. ~~or the receipt of the Portfolio.~~ Development of this plan may require additional meetings of the ~~mentoring~~ committee and the bargaining unit member.
  - b. Progress on the plan shall be reviewed in the following academic year or mutually agreed upon timeframe by the faculty member, the ~~mentoring~~ committee, and Dean.
  - c. If the ~~mentoring~~ committee or Dean determines that satisfactory progress is not being made, as determined by the improvement plan, the Dean may initiate the procedures for formal action as determined by Article 18.

#### ~~E.—PTR criteria~~

~~The standard for review shall be whether the bargaining unit member meets the criteria for teaching excellence found in the current Agreement (Appendix A).~~

## **ARTICLE 12. WORKLOAD AND COURSE LOAD RESPONSIBILITIES**

### **Section 1. Faculty Appointment.**

- A. A faculty appointment shall typically consist of the fall and spring semesters, from the first day of the term (as identified by the academic calendar or as otherwise set forth in this Agreement) through a bargaining unit member's regularly scheduled final examinations and the submission of grades.
- B. Upon approval by the Dean for programs with required curricular offerings in the summer, the bargaining unit member appointment may consist of spring-summer semesters or summer-fall semesters for the academic year appointment.

### **Section 2. Teaching as a Part of Workload.**

- A. Shawnee State University is ~~largely~~ **predominantly** an undergraduate institution with some graduate level programs. The University recognizes that classroom hours are a significant component of faculty workload. Besides classroom hours, faculty workload also includes classroom/**course site** preparations, **office hours**, scholarship/research, service **and/or commercialization**.
  - 1. The normal academic year classroom teaching load for tenured, continuing contract, and tenure-track bargaining unit members teaching on the semester system is 24 contractual hours. During the academic year, no tenured, continuing contract or tenure-track bargaining unit member shall be assigned a workload beyond fifteen (15) contractual hours in a particular semester without his/her permission.
  - 2. As an undergraduate institution with limited graduate programs, the University's teaching load expected of the tenured, continuing contract and tenure-track bargaining unit members should represent 70-80% of their total workload except for departments with master's degree programs.
  - 3. Faculty workload should also include scholarship, and/or service **and/or commercialization** as defined in Article 11.
  - 4. The normal academic year classroom teaching load for non-tenure-track bargaining unit members (full-time instructors – ~~FTI/NTT~~) on the semester system is 30 contractual hours. During the academic year, no ~~FTI/NTT~~ faculty member shall be assigned a workload beyond eighteen (18) contractual hours in a particular semester without his/her permission.
  - 5. Teaching load for ~~FTIs/NTTs~~ shall represent up to 90% of their total workload. The remaining time shall be dedicated to service in the form of committee meetings, scheduled office hours, etc.



B. ~~Work~~ Course Load Equivalencies

1. Contractual Hour: One contractual hour is earned for each fifty-~~three~~ minutes of class time. For courses involving other than lecture hour, contractual hours shall be calculated as identified below. The number of students shall be calculated by the Registrar's official enrollment on the first ~~Monday after the first Tuesday~~ ~~Friday~~ of semester.
2. Remote Direct Supervision: These courses require the instructor to be present at all times the student is present at an off-campus training site, e.g. nursing clinical instruction.
  - a. Contractual hours shall equal 0.75 instructional hours.
  - b. Any faculty member assigned to a remote direct supervision site for a minimum of six (6) hours in a specific day may request the department chairperson with notice to the Dean to approve a portion of their office hours at the remote site.
3. Intermittent Remote Indirect Supervision: These courses require faculty to be present at an off-campus training site with the student on a regular scheduled basis which may include activities such as preceptor training, student assessment, clinical instruction, intervention (e.g., occupational therapy clinical instruction, physical therapy clinical instruction, athletic training clinical instruction, etc.).
  - a. No bargaining unit member shall be required to accept additional responsibilities beyond the assigned remote indirect supervision unless agreed. Additional responsibilities will be reimbursed at a rate determined by contractual definition of remote direct or indirect supervision.
  - b. Remote indirect supervision contractual hours shall be equal to  $0.10 \times \text{course credit (not clock) hours of the clinical lab(s) under supervision} \times \text{number of students}$ .
4. Indirect Supervision: -

These courses require regular, ongoing communication with the training site administration and/or preceptor staff, but do not require a regular, ongoing physical presence at the training site. Indirect supervision contractual hours shall be equal to  $0.05 \times \text{course credit hours of the clinical lab(s) under supervision} \times \text{number of students}$ .

Each department shall review with Department Chair the applicable courses to determine whether these courses are Indirect Supervision or Intermittent Remote Indirect Supervision and how many visits are required. This review shall be completed by the beginning of Spring Semester 2019 and submitted to the Dean.

5. Direct on Campus Supervision: These courses require the instructor to be present at all

times the student is present in the laboratory or clinical setting (e.g., Chemistry lab, [Simulation lab](#)). Contractual hours shall equal 0.75 instructional hours.

6. Undergraduate Research:

These courses require significant faculty and student interaction in a student initiated laboratory research project. These courses must be recognized and approved as undergraduate research courses in accordance with the University's course approval process. Contractual hours shall be equal to  $0.4 \times \text{course credit hours} \times \text{number of students}$ , but not to exceed 3 contractual hours per semester.

7. Physical Education Activity Courses:

Contractual hours shall be equal to 0.67 instructional hours.

8. Senior Project Courses:

Contractual hours shall be equal to  $0.1 \times \text{course credit hours} \times \text{number of students}$ .

9. Teacher Education Field Supervision ~~Workload~~:

Students are required to complete a field placement in the P-12 schools as part of some of their college courses.

- a. The number of required field hours for students and the number of faculty observations varies course to course. The faculty ~~workload~~ course load credit to be awarded reflects this variation.
- b. The chart found in Appendix B constitutes the ~~workload~~ course load credit for field observations as designated by course. This ~~workload~~ course load credit is in addition to the scheduled course credit indicated on the student schedule of classes.

10. Off-Campus Site Coordination/Clinical Internship:

Faculty who plan and coordinate student placement at training sites shall be compensated in accordance with this Article and/or Article 13.

11. Student Internships (non-clinical, credit):

Student internships are defined as credit-bearing, practical work experiences that are related to a student's major area of study. The ~~workload~~ [course load credit](#) for bargaining unit members who serve as internship advisors will be designated as indirect supervision and contractual hours shall be equal to  $0.05 \times \text{course credit hours} \times \text{number of students}$ .

For student internship courses where the internship is a component of a normal classroom experience, the bargaining unit member's ~~workload~~ **course load credit** shall be one (1) contractual hour for each 53 minutes of class time.

12. Concurrent Instruction:

Classes scheduled with more than one course or section in the same room with the same instructor at the same time, with the approval of the bargaining unit member, Department Chair, and the Dean, shall be calculated as if the instructor was teaching one section of one course and be considered one course preparation.

13. Individualized Instruction:

These performing and studio arts courses require the faculty member to meet individually with students.

Contractual hours shall be equal to  $1/3 \times$  course credit hours  $\times$  number of students (These courses require significant time). This is not to be confused with course credit by arrangement (see below).

14. Course credit by arrangement:

With Dean approval, a bargaining unit member may teach a course to an individual student by arrangement.

- a. Compensation for undergraduate courses shall be \$150 per credit hour and \$225 per credit hour for graduate courses. No bargaining unit member shall be required to teach such a course.
- b. Such courses by arrangement shall be taught only by bargaining unit members. Exceptions may be made in such cases as bargaining unit member decline the opportunity or lacks qualifications in the relevant area of specialization.
- c. Such courses are usually offered to meet the emergency needs of students and are not part of a faculty member's ~~workload~~ **course load**.

15. Emergency Course Offerings of low-enrolled, required courses:

With the Chairperson's recommendation and the Dean's approval, a bargaining unit member may teach a course to an individual or very low number of students when the course is required for graduation, not scheduled for the **current** or following term, but the regularly scheduled course would be cancelled by the University due to enrollment of three (3) or fewer students. In such cases, ~~workload~~ **course load credit** will equal  $1/3 \times$  contractual hours. No bargaining unit member shall be required to teach such a course. This provision is to be utilized only in exceptional cases when a student would otherwise be required to take a course credit by arrangement in order to complete

his/her degree requirements.

### **Section 3. Graduate Programs.**

- A. As Shawnee State University continues to add new graduate programs, matters will arise that have not been anticipated in this collectively bargained agreement. The parties agree that in such instances, the issues will be addressed in a collaborative manner utilizing the Graduate Council and the appropriate governance and Association processes (~~e.g. EPCC, UFS, SEA, and administrative review~~). The MOU process will be utilized to address such issues.
- B. The University recognizes and supports the Graduate Council created through the governance process.
- C. Graduate programs will have a program director in accordance with Article 13.
- D. Bargaining unit members must apply for graduate faculty status in accordance with the Graduate Council Manual.
- E. Graduate Course Contractual Hours
  - 1. The normal academic year work load for graduate faculty is 24 contractual hours.
  - 2. Graduate Lecture Courses: Contractual hours shall be equal to  $4/3$  x course credit hours.
  - 3. Individual Student Graduate Research: Contractual hours shall be equal to  $1/3$  x credit hours x number of students, but not to exceed 4 students per semester.
  - 4. Group Student Graduate Research: Contractual hours shall be equal to 1 x course credit hours x number of groups but not to exceed 4 groups per semester. Groups shall be a minimum of 4 students.
  - 5. Graduate Lab Courses: Contractual hours shall be equal to 1 x instructional hours.
  - 6. Field Supervision: Fieldwork credit will be determined as follows:
    - a. Programmatic Foundations & Practicum courses: Contractual hours shall be equal to 0.26 hours for the course.
    - b. Action Research Courses: Contractual hours shall be equal to 0.52 hours for the course.
    - c. Methods Courses: Contractual hours shall be equal to  $4/3$  hours for the first 10 students plus an additional 0.11 hours for each additional student above 10.

- d. Student teaching for program courses: Contractual hours shall be equal to 4/3 hours x number of students.
- 7. Graduate/Undergraduate Concurrent Instruction with a Majority of Undergraduate Students: Classes scheduled with one graduate and one undergraduate course in the same room with the same instructor at the same time shall be calculated as if the instructor was teaching one undergraduate section of one course and that instructor shall also receive 0.11 x credit hours x number of graduate students. Graduate students will be engaged in work considerably beyond the scope of that expected of undergraduates in the course.
- 8. Graduate/Undergraduate Concurrent Instruction with an Equal Number or Majority of Graduate Students: When classes are scheduled with one graduate and one undergraduate course in the same room with the same instructor at the same time, ~~workload~~ **course load credit** shall be calculated as if the instructor was teaching one graduate section.
- 9. Non-graduate bargaining unit members must apply for and be granted associate (temporary) graduate status by the Graduate Council in order to teach graduate courses, ~~and are limited to six (6) credit hours of graduate teaching per year.~~
- 10. Graduate Scholarship by graduate bargaining unit members is considered part of the workload and shall not be considered for additional compensation.
- ~~11. Graduate bargaining unit members will submit a report of their annual scholarship activity to the Graduate Council through use of the faculty annual self-evaluation.~~
- 12. During the academic year, no graduate bargaining unit members shall be assigned a Workload beyond fifteen (15) contractual hours in a particular term without his/her permission.

**Section 4. Reductions from a Full-time Teaching Load.**

- A. A reduction in teaching ~~workload~~ or the payment of a stipend may be recommended by the Dean and granted by the Provost for one or more of the following activities:
  - 1. Administering Developmental Education programming or the University General Education Program,
  - 2. Chairing major University, Governance **committees and SEA committees**,
  - 3. Responsibility for new programs or major curriculum revisions,
  - 4. Scholarly pursuits, including research, publication, and serving as an officer of a national, discipline-related professional organization,

5. Participating in special assignments related to teaching, research, artistic creativity and performance, or professionally-related public/community service,
6. Serving as designated student advisor for a program or Department,
7. Formalizing and coordinating majors within multidisciplinary departments,
8. Managing major grant-funded projects,
9. Faculty development directly related to the improvement of teaching and learning,
10. Serving in other academic leadership roles as approved by the Provost,

11. Chairing a Program Review Committee.

- B. An FTI may request release time as approved by the Department Chair, Dean and Provost as set forth in this section.
- C. Any release time approved for items above shall be assigned a contractual hour value for determination of faculty load or for possible overload compensation. However, faculty approved for a reduced workload course load under the provisions of this Article shall be assigned an overload during the same academic year only under exceptional circumstances and only with the approval of the Dean.

**Section 5. Office Hours as Part of Workload.**

- A. All bargaining unit members (includes full-time instructors) shall be required to maintain at least four (4) office hours scheduled over three (3) days per week unless excused by the Dean. Such approval shall not be unreasonably denied. Such office hours shall be scheduled at a time convenient for students.
- B. Online Office Hours may be applied to courses taught online. To accommodate students on campus, at least one office hour per week should be held on campus.
- C. If the bargaining unit member is unable to meet his/her office hours, he/she must notify the department chairperson and either reschedule or submit the Leave of Absence through the BearTrax system. ~~form found on the Department of Human Resources web site as applicable.~~ Doing neither option may result in disciplinary action in accordance with Article 18.
- D. Office hours begin the first day of each term and end the last day of classes and must be clearly posted on the bargaining unit member's door by the third day of classes and shall be included in their course syllabus.

## Section 6. Academic Advising as Part of Workload.

Tenured, tenure-track and continuing contract faculty are responsible for academic advising, including assisting students in scheduling the appropriate courses and completing an annual survey related to advising developed by a joint committee including deans, SEA and UFS. Bargaining unit members shall be available by appointment during office hours or for assistance at the instructor's and the student's mutual convenience.

- A. Full-time instructors (FTIs) may be assigned advising duties as set forth herein and approved by the department chairs, unless such assignment may result in release time that requires Provost approval.
- B. No bargaining unit member (includes FTIs when assigned) shall be assigned more than thirty (30) students without the faculty member's approval (see par. I below re: compensation for advisees above 30).
- C. When a student is assigned more than one advisor, the ~~workload~~ **advising load** will be divided proportionally among the advisors.
- D. ~~The University, through~~ The Chairperson or Program Director **or the designee of either**, is responsible for assigning faculty to advise students and shall provide all pertinent information necessary to carry out this function.
- E. Bargaining unit members are to be assigned students in the faculty members' areas of teaching specialization(s) whenever possible (this provision shall not be used to avoid compensation related to advising).
- F. Pay for any advising function that takes place outside the contract year shall be \$45 per hour. Any such advising assignment shall be strictly voluntary and shall be rotated equitably within each academic program or department. These assignments must receive prior approval from the Dean.

(Exempted from A through F above are bargaining unit members who are receiving either release time or overload pay for advising purposes).

- G. **Faculty who are required to participate in open houses, showcase days, orientations, and other recruitment or admission events shall be paid \$45 per hour for these events if they occur outside the faculty member's regular scheduled work week.**
- H. Bargaining unit members who are receiving release time or overload pay for advising are required to attend, upon University request, all of the early and late registration sessions, and to be available for student advising beyond the office hours required of all bargaining unit members. Bargaining unit members who are receiving release time for advising will arrange with the Dean, subject to the approval of the Provost, the extra office hours required to advise the expected number of students in that major, program, division, or college.

- I. Only graduate faculty may engage in graduate student advising and directing graduate research and chair thesis/dissertation or master/doctorate level project committees.
- J. Bargaining unit members with more than thirty (30) active advisees assigned during the academic year ~~fall and/or spring semester~~ shall be compensated at \$10 for each advisee above thirty (30) and \$17.50 for each advisee above forty-five (45) per semester. “Active advisee” is defined as a student who meets with his/her advisor at least once each semester (either in person or via distance communication) and is documented in the advising software during the academic year.
  - 1. The number of active advisees will be determined at the end of the academic year through the annual advising survey. ~~as of the first Monday after the first Tuesday of fall and spring semesters. Every~~ Reasonable effort will be made to remit payment by the next following full pay period after documentation has been approved.
  - 2. The compensation for more than thirty (30) advisees shall not be authorized until all tenured, tenure-track and continuing contract faculty members of the program/discipline have been assigned thirty (30) advisees.

## Section 7: Advising Responsibilities

- A. Advising students is part of the bargaining unit member’s contractual duties.
- B. All faculty are assigned advisees in their respective programs and/or related programs as academic advisors. Academic advising of students will serve to guide and direct students towards courses of study that are appropriate to the student and towards timely completion of the students’ chosen areas of study. In advising students in their programs, faculty shall:
  - 1. Meet with advisees at least once a semester to review the students’ progress towards completion of his or her chosen course of study;
  - 2. Be available to students during normal business hours as student needs arise;
  - 3. Assist the student in planning schedules and selection of courses;
  - 4. Advise students of the appropriate office/person to address problems or issues beyond the scope of academic advising;
  - 5. Advise students on career possibilities and goals as related to the students’ academic choices;
  - 6. Maintain records and complete end of year advising survey;



7. Notify department chairperson of any student advising issues that cannot be resolved by the faculty advisor.
- C. Advising may also extend beyond the above contractually required duties and may count as credit towards research and/or service, as appropriate. Such examples include:
1. Supervising and/or collaborating with students on research projects;
  2. Acting as a club advisor;
  3. Overseeing internships.

**Section 78. Committee Service and University Meetings as Part of Workload.**

Tenured, tenure-track, and continuing contract faculty are ~~expected~~ required to participate on University and Departmental committees, ~~and in~~ program accreditation preparation, and compliance in accredited or accreditation-seeking programs. Non-tenured faculty are encouraged to participate when appropriate.

**Section 8. Course Responsibilities and Other Classes.**

- A. Bargaining unit members who voluntarily team-teach a course shall share the total contractual-hour load for the course ~~proportionally~~ proportionate to the bargaining unit member's participation. This credit shared load shall not exceed the contractual-hour load normally assigned for the course. Team-taught courses shall be approved by the Dean. No faculty member shall be assigned a team-taught course without his/her permission.
- B. Each bargaining unit member shall be required to develop a course syllabus for each course taught during each term that reflects the course description contained in the University catalog. The course syllabus shall be distributed to students by the faculty member during the first week of classes via the University's course management system or paper copies (if paper copy, provide an electronic copy to the department secretary). The course syllabus ~~shall~~ must include, but is not limited to, the course description when required by accreditation, the course goals/objectives, faculty office hours and contact information (office location, office phone, email), grading procedure and grading scale for letter grades if different from the university standard grading scale, reading requirements, methods of evaluation, and the University's ADA statement. The ADA statement may be obtained online at <http://www.shawnee.edu/committees/ada-compliance/ada-resources.aspx> or from the Dean and/or Provost offices. Faculty members are ~~encouraged~~ required to post current term course syllabi on the University's course management system.
- C. A faculty member is permitted to make alternative arrangements for a student who is enrolled in a scheduled class if he/she so desires. This is not considered a "course credit by

arrangement” as identified in Section 2 B. 14 of this Article. The bargaining unit member will earn the workload contractual hours allotted to that class and it is treated as part of his/her regular assigned load.

- D. In order to meet federal financial aid regulations regarding class attendance which is addressed in 34 CFR § 668.21 *et seq.* faculty must, at the end of each term, report (available from the Registrar) the last date of class participation of those students who had stopped attending classes and received a failing grade.
- E. Student Progress Report: In an effort to improve SSU’s student retention and increase the rates of successful course completion and degree attainment, bargaining unit members will submit to the Registrar a student progress report (similar to the non-attendance report) from the 4<sup>th</sup> to the 6<sup>th</sup> week period of each semester for each enrolled student.

### **Section 9. Departures from Regular Class Schedules.**

- A. A bargaining unit member ~~shall~~ **must** obtain prior approval from the appropriate Chairperson, who will provide notice to the Dean for departures from the class schedule. If the Department Chairperson is not available, the Dean or the Provost can give approval, for the following:
  - 1. Not holding any regularly scheduled class, final examination, or evaluation.
  - 2. Holding any class off-campus or at a time or location different from the regularly scheduled class meeting.
  - 3. Moving a class from the regularly scheduled location.
  - 4. Using a substitute or proctor for any assigned class meeting or examination.
- B. Failure to comply with any provision of this section may result in disciplinary action, including appropriate reduction(s) in the faculty member's salary. Issues related to use of sick leave, unexpected emergencies or other forms of leave shall be addressed in accordance with Article 17.

### **Section 10. Class Schedules and Schedule Changes.**

- A. The University retains the right to schedule courses in accordance with programmatic **and student** needs and shall retain final authority over class schedules.
- B. Department Chairs ~~are expected to~~ **will** consult with bargaining unit members in the program area in order to identify the bargaining unit members’ preferences prior to recommending class schedules to the Dean, ~~for~~ **who shall have final** approval.
- C. Class schedules shall be assigned equitably among bargaining unit members taking into consideration preference and based upon the academic discipline or subject area, required

credentials, and experience, as determined by the department chairperson and/or program director based on departmental needs and priorities as established through Department Procedures. When a tenured or continuing contract bargaining unit member has developed and taught a course as part of their regular schedule for three or more years the bargaining unit member will have priority to teach that course. In cases where there are documented deficiencies in teaching (for example, poor student evaluations) this course or where program credential requirements may make this impractical, this priority will not apply.

- D. Bargaining unit members shall be provided with a copy of the class schedule by the chairperson, including clinical and laboratory assignments as well as class hour(s) and days, at least four (4) weeks prior to commencement of each term, including summer. The University shall not subsequently change the faculty member's schedule unless program needs or enrollments require such action. The Dean or the Chair shall make reasonable efforts to discuss necessary changes with the affected faculty member prior to any change being made.
- E. Bargaining unit members with their consent may be assigned to teach in their area of specialization outside their assigned department or program upon approval of the respective departments and/or programs.
- F. During any one day, no more than eight hours shall separate the beginning of a faculty member's first course assignment (classroom, laboratory, or clinic) and the end of his/her last course assignment unless the faculty member agrees to accept the extended day.
- G. A faculty member's other University responsibilities, such as committee meetings, administrative duties, and office hours, shall normally be confined within this eight-hour period. In the case of a class ending after 8 p.m., the faculty member shall not be assigned a class before 10 a.m. on the following day unless the faculty member chooses to accept the assignment.
- H. Bargaining unit members may be assigned classes within the workday (8 a.m. to 10 p.m.) and the total work week (Monday through Friday). Classes may be scheduled on Saturdays and Sundays. Faculty member may elect not to accept such weekend assignments.
- I. Bargaining unit members have preference over temporary and part-time faculty in the selection of scheduled courses in their area of teaching specialization up to three (3) weeks prior to the beginning of each term. Courses shall first be offered to bargaining unit members prior to offering courses to temporary and part-time faculty. Such action will not result in overload.
- J. Scheduling in Nursing will follow appendix XX.

## **Section 11. Faculty/Student Ratios.**

There shall be a student/faculty ratio of no more than the following:

- A. Health Science clinics/labs shall have a student/faculty ratio of no more than the current published accreditation/[licensure](#) standards for the individual program.
- B. Each faculty member teaching the courses listed below shall not exceed an average faculty/student ratio of 1:20 for all composition courses taught in one term.
  - 1. This restriction applies to ENGL1101, 1102, 1105, and COMM1121 (or their equivalent) as determined by the Registrar's 14-day class list.
  - 2. Emergency provision. In an emergency situation within one (1) week of the start of classes where there exists five (5) or fewer students who need an English comp class and no seats are available (because of the 1:20 ratio limit), one additional student may be added per Section with the approval of the faculty member, department chair, and approval of the Provost.
- C. Any course taught in the General Education Program flagged as writing intensive shall not exceed a faculty student ratio of 1:~~30~~[25](#).
- D. Any course taught in the General Education Program flagged as Senior Seminar [or Capstone](#) shall not exceed a faculty/student ratio of 1:16.
- E. Any online or blended learning courses shall not exceed a faculty/student ratio [consistent with Article 20](#) unless agreed to by the faculty member teaching the course, and the ~~Provost~~[Dean](#).

**Section 12. Off-Campus Classes.**

- A. Off-campus class assignment opportunities may be offered to bargaining unit members. No faculty may be involuntarily assigned to an off-campus class except as specified in this Section.
- B. With the exception of the clinical/field assignments in the programs in Health Sciences, [Nursing](#), field-based instruction in Teacher Education, and those [referenced in paragraph C](#) of this section, a faculty member may choose not to teach an off-campus class, and shall not be required to teach off-campus. There shall be no reprisals for refusing to teach off-campus.
- C. The University shall make a good faith effort to first seek faculty volunteers for off-campus teaching. No faculty member will be assigned to any correctional facility. No faculty member may be involuntarily assigned more than one course in any academic year. College credit courses will be scheduled at off campus sites based on normal academic procedures, which include departmental oversight.
- D. If the faculty member has an assignment at any off-campus facility, the University will pay mileage above the normal round-trip commute miles between the faculty member's home

and the Shawnee main campus.

### **Section 13. Meeting Times and Department Support.**

- A. At least one (1) full-time **equivalent** laboratory technician shall be assigned to the Department of Natural Sciences.
- B. During the weeks of the Fall and Spring semesters when regular University classes are being held, **every reasonable** effort will be made not to assign bargaining unit members to classes scheduled between the hours of 4 P.M. and 5 P.M. on Mondays and Wednesdays. This block of time shall be allotted for the purpose of holding meetings.
- C. The University shall furnish all academic departments with **adequate** administrative support.
- D. No fewer than 1/3 of bargaining unit members in each department that has students graduating are required to be present at all graduations.

### **Section 14. Volunteer Teaching**

In some limited circumstances, faculty may want to teach a course as a community service for the university. In such cases, the following shall apply:

- A. Under no circumstances shall the university or any of its agents ask, expect, or require a faculty member to teach any course without pay.
- B. In circumstances where an individual faculty member wishes to provide a course for credit as a community service to the University on a volunteer basis the faculty member shall make this request to the Provost in writing.
- C. The Provost and Association shall jointly review this request. Any proposed course as described above requires approval from both the SEA and Provost. Decisions by the SEA and/or Provost rejecting such a proposed course shall be final and may not be grieved.
- D. This request shall only be approved when such teaching does not include:
  - 1. courses that would normally be taught by the faculty member in question as part of his or her normal load.
  - 2. courses that would normally be taught by other bargaining unit members.
- E. Continuation of these courses shall be at the sole discretion of the bargaining unit member with the approval of the University and the Association and may be canceled or withdrawn at any time. These courses may not be canceled prior to the completion of the semester.
- F. The University may convert one or more courses that has been approved for volunteer teaching at a later date into a non-voluntary course for which a faculty member receives compensation pursuant to the then-existing CBA.

## **ARTICLE 13. SUPPLEMENTAL ASSIGNMENTS**

Academic Departments/[Schools](#) are those departments recognized and approved by the Board of Trustees. For purposes of this Article, bargaining unit members refer to those faculty identified in accordance with Article 5.

Administrative and coordination duties are assigned to bargaining unit members through supplemental contracts and may include the roles of: department chairpersons, academic program directors, ~~graduate program directors~~, academic program coordinators, clinical coordinators, and other directors (non-departmental).

### **Section 1. General Information - Department Chairpersons.**

- A. All current chairpersons will be paid for May 2018- April 2019 term based on the 2015-2018 CBA as follows:

Department Chairpersons shall be awarded a twelve (12) month supplemental contract in the amount commensurate with experience as a department chairperson based on the following schedule:

First 3-year term as Department Chairperson	\$22,500/year
Second 3-year term as Department Chairperson	\$25,000/year
Third 3-year term as Department Chairperson	\$27,500/year
Remaining 3 year terms as Department Chairperson	\$30,000/year

- B. Starting with the May 2019- April 2020 term Department Chairpersons shall be awarded a twelve (12) month supplemental contract in the amount of \$20,000.

~~C. Department Chairpersons serving in AY2015-16 who served in that role in AY2014-15 and whose academic year and summer supplemental Department Chairperson contracts exceeded their placement on the above payment schedule will continue to be paid the same amount as in AY2014-15. This amount will continue to be paid until such time as the individual's years of service as Department Chairperson places him/her at a higher amount per the above payment schedule.~~

~~D. Progression through the above payment schedule will continue as long as there is not a break longer than two terms.~~

E. This supplemental contract will terminate upon the incumbent's departure from the position of department chairperson.

F. Department Chairpersons are expected to be available on campus and to perform department chairperson responsibilities at least 20 hours per week during normal business hours

(7:30a.m. – 6:30 p.m.), Monday through Friday, throughout the 12-month contract period, including Winter break. A schedule shall be established for each semester with prior approval of the Dean. These 20 hours shall be in addition to teaching (class, clinical, or lab time), office hours, or other regular faculty responsibilities. Department Chairpersons are not required to be on campus during spring break. Time away from campus on approved University or departmental business will be considered work time. Summer semester schedules shall be approved **four weeks** in advance of the **beginning of Summer Semester** by the Dean.

- G. The department chairperson shall receive a course load reduction of twelve (12) contractual Hours for the May 2018- April 2019 term.
- H. The department chairperson shall receive a course load reduction of nine (9) contractual hours for terms commencing May 2019 or later.
- I. No individual may receive more than one (1) department chairperson supplemental contract in any academic year.
- J. Department Chairpersons may serve as an academic program director or ~~graduate program director~~ at the higher supplemental contract amount for which they are eligible and will receive an additional stipend of \$2500 per year for their service in two roles.
- K. This supplemental contract shall not be used in the computation of overload or other compensation.
- L. The department chairperson may also teach summer courses and receive additional compensation as provided in Article 15. Time spent teaching is not included in the twenty (20) hours per week on campus.
- M. ~~Department Chairpersons will be provided eighty (80) hours of available leave time upon execution of the chairperson supplemental contract to be available for the 12 month (May-April) contract period (prorated for a midyear appointment) At the beginning of each fall semester, department chairpersons will be provided eighty (80) hours of available leave time to be available for the 12-month contract period (prorated if appointment is mid-year).~~
  - 1. ~~This leave does not accrue and any remaining unused leave balance shall not carry over from year to year.~~ Leave requires prior approval by the Dean and may be used during any break or when classes are not in session (excludes official University holidays and spring break).
  - 2. This leave may be scheduled throughout the twelve-month contract period except that during the summer semester department chairpersons are **required** to be present for new-student orientation dates and leave will typically not exceed two (2) consecutive weeks. Time away from campus shall be scheduled to avoid conflict with assigned teaching. Requests for additional consecutive vacation requires prior approval from the

Dean. If the Chairperson resigns prior to the scheduled expiration of his/her term, any unused vacation time will be forfeited.

## **Section 2. Department Chairperson's Responsibilities.**

The department chairperson holds faculty rank and status and is a member of the bargaining unit. He/she shall serve as a liaison between faculty and the administration and responsible for the following duties:

- A. ~~Coordinate and assist with the selection of department faculty; assist with the orientation of new department faculty; provide the Dean with feedback on instructional performance of department non-tenured (excludes continuing contract) faculty;~~ Leads and coordinates the recruitment and selection of department faculty, by providing oversight and direction to search chairs and search committees;
- B. Leads the orientation of new department faculty; provides the Dean with feedback on the instructional performance of non-tenured (excludes continuing contract) faculty in the department;
- C. Leads the implementation of the promotion and tenure process in accordance with the CBA; ~~Perform duties related to the promotion and tenure process as identified in Article 11;~~
- D. Leads the planning of school/departmental offerings through assessing needs and recommending revisions in curricula, new degree programs, library acquisitions, and approaches to improve the delivery of instruction.
- E. Leads faculty in generating ~~Generate~~ initial proposed course offerings that respond to the scheduling needs of prospective and new students; the scheduling requests of faculty, and submits course schedule recommendations to the Dean;
- F. Coordinate department advising ~~with all applicable divisions' personnel,~~ including acceptance of majors, fulfillment of degree requirements, and assessment of equivalency and transfer credits;
- G. Proposes changes to the budget and submits it to the Dean for approval, and oversees implementation of the approved budget; ~~Assist the Dean with the development and ongoing management of department budgets;~~
- H. ~~Assist in planning departmental offerings through assessing needs and recommending revisions in curricula, new degree programs, library acquisitions, and approaches to improve the delivery of instruction;~~
- I. Serve as the department representative for appropriate meetings;
- J. Coordinate the Department's outreach between the prospective students and programs and courses to ensure student enrollment decisions are completed effectively;



- K. Leads the Department/school initiatives to grow the enrollment of students in the programs in their assigned areas.
- L. Has primary responsibility to oversee the department faculty in meeting their contractual obligations (e.g. attendance, office hours, and advising);
- M. As needed may provide guidance and assist in informal resolutions of concerns to prevent them from reaching the level of a complaint that may lead to discipline;
- N. Leads the department/school initiatives in online programming and encourages faculty to become qualified to teach online.
- O. Encourages all faculty to pursue professional development opportunities.
- P. Perform other assignments relevant to the department as assigned by the Dean, including coordination assignments for department staff. These additional duties shall not include directly supervising bargaining unit members, serving as an investigator, or applying discipline.

**Section 3. Selection, Evaluation, and Early Removal of Department Chairs.**

A. Term of Office

The department chairperson shall serve a three (3) year term and is eligible to serve multiple consecutive terms. A department chairperson appointed after the start of an academic year will complete that year and two (2) additional years of service. Chairperson appointments terminate on the last day of spring semester of the last academic year of their term.

B. Selection of Department Chairperson

1. Prior to March 1 during the last year of a chairperson's term, the Dean will solicit from the department's bargaining unit members, names of individuals to be considered for the chairperson position. Individuals may self-nominate or be nominated by others within the department. Only tenured or continuing contract faculty members who meet the academic requirements of relevant accrediting bodies are eligible for the chairperson position. The Dean will compile a list of those nominated and meet with department faculty to arrive at a mutually agreeable slate of candidates who meet the eligibility requirements.
2. The Dean will identify dates of the voting period which shall not be less than five (5) consecutive workdays and will distribute the ballots containing the slate of candidates. All bargaining unit members will be eligible to participate in the election of the chairperson. The Dean and an SEA-appointed representative will tabulate election results and make the results known to the faculty of the department. The Dean will

then forward the selected candidate to the Provost for consideration and appointment. The three (3) year term will begin on the first Monday following the end of final exam week in the spring semester upon appointment by the Provost.

3. Notwithstanding the number of votes cast, an individual must receive votes equal to or greater than the majority of eligible voters to be elected chairperson. To be considered valid, a ballot must conform to instructions written on the ballot and clearly indicate only one (1) choice from among the names listed on the ballot. Write-in candidates will not be considered. If no one receives a majority vote, a run-off election between the two (2) candidates with the highest number of votes will be held.
4. If the department faculty are unable to decide on a candidate by vote, the Dean may appoint a chairperson from the slate of approved candidates to serve the three (3) year term or appoint an individual, not necessarily a bargaining unit member, to carry out the duties of chair until the next election cycle. If the appointment is an individual not included in the slate of approved candidates, the individual may serve no more than one (1) year in this capacity without the support of a majority of the bargaining unit members.
5. If no faculty member consents to permit his/her name to be on the ballot and a vacant faculty line is not available within the department, the Dean may appoint an individual, not necessarily a bargaining unit member, to carry out the duties of chairperson for the remainder of the academic year. Upon completion of that year, a special election will be held in which the appointee may stand for re-election. An individual may serve no more than one (1) year in this capacity without the support of a majority of the bargaining unit members. The Dean and an SEA-appointed representative will tabulate the faculty vote.
6. If no faculty member consents to permit his/her name to be on the ballot and a vacant faculty line is available within the department, a national search for a new faculty member to serve as department chairperson may be initiated.
  - a. The department faculty shall recommend individuals to serve on the search committee and submit the list of names to the Dean who will establish the committee.
  - b. The search committee's appointment and conduct shall be consistent with University guidelines provided by the Human Resources department. A new faculty member hired as department chairperson will be subject to reappointment as department chairperson at the end of the three (3) year cycle specified above.
  - c. An individual hired externally for the position of department chairperson shall be a bargaining unit member and must meet the criteria for the ranks of Associate Professor or Professor upon hire. Upon successful completion of one term (three (3) years) the department chairperson must apply and receive tenure to continue in the position of department chairperson. The awarding of tenure shall be based

upon the criteria of teaching excellence as reflected in Appendix A and will follow the process below:

- i. The Dean arranges instructional observations by a professor from the department or another department if a professor is not available,
  - ii. The department chairperson will prepare a tenure application folder that will provide evidence for meeting the criteria for teaching excellence to the College Promotion Committee (CPC),
  - iii. The CPC will submit a recommendation to the Dean and will follow the same process as the promotion and tenure process as identified in Article 11.
  - iv. If application for tenure is not made (unless extenuating circumstances outside the control of the individual) or tenure is denied, the individual will be subject to non-renewal.
- d. A department chairperson employed as an Associate Professor having earned tenure as described in par. 6 above and seeking promotion to Professor must follow the promotion process identified in Article 11.

C. Evaluation of Department Chairperson's Administrative Function.

1. Performance evaluations of department chairpersons will be conducted by the Dean and faculty annually no later than six (6) weeks prior to the end of the spring term.
2. Chairpersons will be evaluated on the basis of their performance of the duties listed in this article. The annual department chairperson evaluation can be used to provide a basis for improving the department chairperson's performance, when necessary.
3. Using the University's performance management system, the Dean will distribute a chairperson evaluation instrument to faculty no later than six weeks prior to the end of the spring semester. The Dean will discuss the faculty evaluations and his/her own evaluation with the chairperson privately before dissemination to the faculty. The Dean will use results of the evaluation to develop a plan for improvement when appropriate. ~~The Deans will convene a representative group of Department Chairpersons and an SEA-appointed representative to review and revise the existing evaluation instrument.~~
4. Evaluation of the department chairperson's teaching effectiveness will be conducted as provided in Article 14 and shall not be addressed in the administrative evaluation.

D. Early Removal of Department Chairperson.

1. The process for early removal of a department chairperson may be initiated by either a majority of the department faculty, or the Dean, as follows:

- a. Department Initiated:
  - i. If prior to the triennial election, two-thirds 2/3 of departmental bargaining unit members petition the dean in writing, stating reasons that warrant removal, the  
Dean will investigate the complaints, consult with the faculty, and decide on removal of the chair.
  - ii. If, in response to the annual evaluation, two-thirds (2/3) of departmental bargaining unit members indicate that they do not support continuation of the individual in the department chairperson position, the process for selecting a new department chairperson will begin as soon as possible.

- b. Dean Initiated:

The Dean may discuss deficiencies in performance with the department chairperson at any time and provide the department chairperson with a written notice of improvement. If performance does not improve as provided in the notice the Dean may submit a recommendation of removal to the Provost.

- E. Temporary Replacement of Department Chairperson on Leave of Absence (LOA) or Mid-Term Resignation.

- 1. Leave of Absence

- a. Chairpersons may be granted a leave of absence from administrative duties by the Dean.
- b. If a leave of absence is granted, the Dean will appoint a temporary replacement after consultation with the department faculty.
- c. The temporary replacement shall serve through the duration of the LOA.

- 2. Mid-term resignation

- a. If a chairperson voluntarily resigns from administrative duties, the Dean will appoint a temporary replacement after consultation with the department faculty and begin the process for electing a new chair as soon as possible. The newly elected chair will begin a new 3-year term.
- b. The temporary replacement shall serve for the remainder of the current academic year or upon the election of the new chairperson.

**Section 4. Academic Program Directors (Including Graduate Program Directors).**

(Includes former Health Sciences Program Leaders. This does not include Directors of the GEP, Honors Program, etc.)

- A. Academic Program Directors shall be awarded a twelve (12) month supplemental contract in the amount commensurate with experience as an academic program director based on the following schedule for the **term of May 2018 - April 2019**:

First three years as Academic Program Director	\$18,000/year
4 - 6 years as Academic Program Director	\$20,000/year
7 – 10 years as Academic Program Director	\$22,000/year
11 years as Academic Program Director	\$25,000/year

- B. **Starting with the May 2019- April 2020 term Academic Program Directors shall be awarded a twelve (12) month supplemental contract in the amount of \$18,000.**
- ~~C. Academic Program Directors serving in AY2015-16 who served in that role in AY2014-15 and whose academic year and summer supplemental Academic Program Director contracts exceeded their placement on the above payment schedule will continue to be paid the same amount as in AY2014-15. This amount will continue to be paid until such time as the individual's years of service as Academic Program Director places him/her at a higher amount per the above payment schedule.~~
- ~~D. Progression through the above payment schedule will continue as long as there is not a break longer than two terms.~~
- E. This supplemental contract terminates upon the incumbent's departure from the position as academic program director. Since accrediting and licensing bodies prescribe specific credentials for academic program directors in the health professions, the program director will be appointed by the Dean with the recommendation of the department chairperson and faculty in the program area.
- F. In the case of a vacancy, internal candidates with appropriate credentials will be given first consideration for appointment as academic program director.
- G. Academic Program Directors are expected to be available on campus and to perform academic program director responsibilities at least 20 hours per week during normal business hours (7:30 a.m. – 6:30 p.m.), Monday through Friday, throughout the 12-month contract period, including Winter break. A schedule shall be established for each semester with prior approval of the Dean. These 20 hours shall be in addition to teaching (class, clinical, or lab time), office hours, or other regular faculty responsibilities. Academic program directors are not required to be on campus during spring break. Time away from

campus on approved University or departmental business will be considered work time. Summer semester schedules shall be approved **four weeks** in advance of the **summer semester** by the Dean.

- ~~H. Academic Program Directors will be provided eighty (80) hours of available leave time upon execution of the program director's supplemental contract to be available for the 12 month (May-April) contract period (prorated to a midyear appointment) At the beginning of each fall semester, academic program directors will be provided eighty(80) hours of available leave time to be available for the 12-month contract period (prorated if appointment is mid-year).~~
1. This leave does not accrue and any remaining unused leave balance shall not carry over from year to year. Leave requires prior approval by the department chairperson and may be used during any break or when classes are not in session (excludes official University holidays and spring break).
  2. This leave may be scheduled throughout the twelve-month contract period except that during the summer semester academic program directors are **expected required** to be present for new-student orientation dates and leave will typically not exceed two (2) consecutive weeks. Time away from campus should be scheduled to avoid conflict with assigned teaching. Requests for additional consecutive vacation requires prior approval from the Department Chairperson. **If the Program Director resigns prior to the scheduled expiration of his/her term, any unused vacation time will be forfeited.**
- I. No individual may receive more than one (1) supplemental contract under this Article in any academic year except as noted in **Section 1. H.** of this Article.
- J. The supplement shall not be used in the computation of overload or other compensation.
- K. The academic program director shall receive a course load reduction of six (6) contractual hours per academic year. During the years in which accreditation activity is significant or other major project work is necessary, additional three (3) hours of release time up to a total of nine (9) contractual hours per academic year may be approved by the Dean.
- L. The academic program director may teach summer courses and receive additional compensation as provided in Article 15. Time spent teaching is not included in the twenty (20) hours per week on campus.
- M. Academic Program Directors are expected to perform administrative duties consistent with the requirements set forth by their accrediting bodies and the Dean and/or Department Chairperson. Responsibilities will include:
1. Assist with the recruitment and retention of program students; plan and manage the assigned program processes, including course offerings, advising, recommending needs for the program's budget, etc.;

2. Assist with the selection of new program faculty and staff following University guidelines; assist with new faculty and staff orientation and development;
3. Evaluate program effectiveness and provide recommendations for improvement and growth; conduct program faculty instructional evaluations as required by accreditation standards (will not supervise faculty), etc.;
4. Maintain and manage accreditation processes, coordinate site visits, prepare reports, and select and maintain clinical site affiliations or internship sites and agreements;
5. Proposes changes to the budget and submits it to the Chair for approval, and oversees implementation of the approved budget.

N. Evaluation of Academic Program Director's Administrative Function.

1. Performance evaluations of academic program directors will be conducted by the Dean and faculty annually no later than six (6) weeks prior to the end of the spring term.
2. Academic Program Directors will be evaluated on the basis of their performance of the duties listed in this article. The annual evaluation can be used to provide a basis for improving the academic program director's performance, when necessary.
3. Using the University's performance management system, the Dean will distribute an evaluation instrument to faculty and the department chairperson no later than six weeks prior to the end of the spring semester. The Dean will discuss the faculty evaluations and his/her own evaluation with the academic program director privately before dissemination to the faculty. The Dean will use results of the evaluation to develop a plan for improvement when appropriate.
  - a. ~~The Deans will convene a representative group of Department Chairpersons, Academic Program Directors, and an SEA-appointed representative to develop an evaluation instrument.~~
4. Evaluation of the academic program director's teaching effectiveness will be conducted as provided in Article 14 and shall not be addressed in the administrative evaluation.
5. The Dean may discuss deficiencies in performance with the academic program director at any time and provide the academic program director with a written notice of improvement. If the academic program director does not improve performance as provided in the notice the Dean may submit a recommendation of removal to the Provost.

**Section 5. — Graduate Program Directors.**

~~A. Graduate Program Directors are appointed by the Dean, report to a department chairperson, and will receive six (6) contractual hours of release time during the academic year.~~

~~B. Graduate Program Directors shall be awarded a twelve (12) month supplemental contract in the amount commensurate with experience as a graduate program director based on the following schedule:~~

<del>First three years as Graduate Program Director</del>	<del>—————</del>	<del>\$20,000/year</del>
<del>4–6 years as Graduate Program Director</del>	<del>—————</del>	<del>\$22,000/year</del>
<del>7–10 years as Graduate Program Director</del>	<del>—————</del>	<del>\$24,000/year</del>
<del>11+ years as Graduate Program Director</del>	<del>—————</del>	<del>\$27,000/year</del>

~~C. Graduate Program Directors serving in AY2015–16 who served in that role in AY2014–15 and whose academic year and summer supplemental Graduate Program Director contracts exceeded their placement on the above payment schedule will continue to be paid the same amount as in AY2014–15. This amount will continue to be paid until such time as the individual’s years of service as Graduate Program Director places him/her at a higher amount per the above payment schedule.~~

~~D. Progression through the above payment schedule will continue as long as there is not a break longer than two terms.~~

~~E. No individual may receive more than one (1) supplemental contract under this Article in any academic year except as noted in Section 1. H. of this Article.~~

~~F. This supplement shall not be used in the computation of overload or other compensation.~~

~~G. This supplemental contract terminates upon the incumbent’s departure from the position as graduate program director.~~

~~H. Graduate program directors are expected to be available on campus and to perform graduate program director responsibilities at least 20 hours per week during normal business hours (7:30 a.m.—6:30 p.m.), Monday through Friday, throughout the 12-month contract period, including Winter break. A schedule shall be established for each semester with prior approval of the Dean. These 20 hours shall be in addition to teaching (class, clinical, or lab time), office hours, or other regular faculty responsibilities. Graduate program directors are not required to be on campus during spring break. Time away from campus on approved University or departmental business will be considered work time. Summer semester schedules shall be approved in advance by the Dean.~~

~~I. The graduate program director may also teach summer courses and receive additional compensation as provided in Article 15. Time spent teaching is not included in the twenty (20) hours average per week on campus.~~



~~J.—At the beginning of each fall semester, graduate program directors will be provided eighty (80) hours of available leave time to be available for the 12-month contract period (prorated if appointment is mid-year).~~

~~1.—This leave does not accrue and any remaining unused leave balance shall not carry over from year to year. Leave requires prior approval by the department chairperson and may be used during any break or when classes are not in session (excludes official University holidays and spring break).~~

~~2.—This leave may be scheduled throughout the twelve-month contract period except that during the summer semester except that leave will typically not exceed two (2) consecutive weeks. Time away from campus should be scheduled to avoid conflict with assigned teaching. Requests for additional consecutive vacation requires prior approval from the department chairperson.~~

~~K.—Duties of a graduate program director may include:~~

~~1.—Assist with the recruitment and retention of graduate students; plan and manage the graduate program processes, including course offerings, advising, recommending needs for the program's budget, etc.;~~

~~2.—Assist with the selection of new graduate program faculty and staff following University guidelines; assist with new faculty and staff orientation and development;~~

~~3.—Evaluate graduate program effectiveness and provide recommendations for improvement and growth; conduct graduate faculty instructional evaluations (will not supervise faculty), etc.;~~

~~4.—Maintain and manage accreditation processes, coordinate site visits, prepare reports, and select and maintain clinical site affiliations or internship sites and agreements.~~

~~L.—Evaluation of Graduate Program Director's Administrative Function:~~

~~1.—Performance evaluations of graduate program directors will be conducted by the Dean and faculty annually no later than six (6) weeks prior to the end of the spring term.~~

~~2.—Graduate Program Directors will be evaluated on the basis of their performance of the duties listed in this article. The annual evaluation can be used to provide a basis for improving the graduate program director's performance, when necessary.~~

~~3.—Using the University's performance management system, the Dean will distribute an evaluation instrument to faculty and the department chairperson no later than six weeks prior to the end of the spring semester. The Dean will discuss the faculty evaluations and his/her own evaluation with the graduate program director privately before dissemination to the faculty. The Dean will use results of the evaluation to develop a plan for improvement when appropriate.~~

- ~~a. The Deans will convene a representative group of Department Chairpersons, Graduate Program Directors, and an SEA-appointed representative to develop an evaluation instrument.~~
- ~~4. Evaluation of the graduate program director's teaching effectiveness will be conducted as provided in Article 14 and shall not be addressed in the administrative evaluation.~~
- ~~5. The Dean may discuss deficiencies in performance with the graduate program director at any time and provide the graduate program director with a written notice of improvement. If the graduate program director does not improve performance as provided in the notice the Dean may submit a recommendation of removal to the Provost.~~

**Section 6. Academic Program Coordinators, Clinical Coordinators and University College Developmental Directors.**

- A. Academic Program Coordinators, Clinical Coordinators and University College Developmental Directors are bargaining unit members recommended by the department chairperson or academic program director to the Dean except University College Developmental Directors that report to the Dean. These coordinators/directors will be identified and appointed annually by the Dean with recommendation of the bargaining unit members in the specific program area.
- B. The assigned duties are varied and may include, but will not be limited to: assisting in faculty staffing decisions, textbook selections for adjuncts, program review, clinical site coordination, evaluation and recommendation of retention of adjuncts in the program, feedback concerning the retention of FTIs in the program, and other duties which are germane to the program as assigned by the department chairperson or academic program director in consultation with the faculty in that program. Academic Program Coordinators and Clinical Coordinators will not supervise other bargaining unit members.
- C. Academic Program Coordinators, clinical coordinators, and University College (UC) Developmental Program Directors may be awarded a stipend and/or course load reduction for duties as assigned by the department chairperson or academic program director with approval of the Dean. The stipend amount will not exceed \$1,500 per semester. This stipend shall not be included in calculation for workload or overload. Any approved course load reduction shall be consistent with accreditation standards where applicable.

**Section 7. Other (Non-Departmental) Directors.**

- A. The Provost may appoint directors for non-departmental assignments. It is understood that these assignments may be staffed by bargaining unit members as determined by the Provost. Such bargaining unit members will be compensated based upon such factors as: numbers of students enrolled or impacted by the program, the complexity of the assignment or program, variety of programming and/or service activities, experience and credentials of

the individual, etc.

- B. The Provost and Deans will jointly review the allocation of compensation including release time for non-departmental director assignments with the SEA and UFS to ensure consistency and internal equity based upon the above factors.
  
- C. The Provost and Deans will also review the governance structure with the SEA and UFS to ensure that appropriate faculty oversight is present for the following programs: Teaching and Learning Center, Academic Assessment, Celebration of Scholarship, Honors Program, English Composition, the Writing Center, the General Education Program, the Adjunct Academy. These oversight committees may be integrated into the UFS committee structure upon the recommendation and acceptance of the UFS.

## **ARTICLE 14. EVALUATIONS AND WORKING CONDITIONS**

### **Section 1. Student Evaluations of Instruction.**

- A. Bargaining unit members shall be evaluated in all classes during all semesters, including online and blended distance learning courses. Exceptions for student evaluations will typically include: lab and clinical experiences requiring only supervision rather than direct instruction, individual research or a low enrollment course (5 or fewer) in which the anonymity of the student(s) cannot be guaranteed. A faculty member may utilize a form that is appropriate for clinical evaluations as needed for accreditation purposes.
- B. Procedure
  - 1. The University shall provide online student evaluation material to the faculty member for distribution by the faculty member to the class. Any exceptions to the following evaluation process shall be approved by the Dean:
    - a. Student evaluation of instruction will be conducted during the two (2) weeks prior to the final exam for the courses taught.
    - b. In no case may student evaluations be conducted during a class period in which a final exam is administered.
    - c. If evaluations are performed in the classroom, faculty members will remain outside the classroom during the evaluation process.
- C. The University will encourage the use and sharing of best practices by bargaining unit members for online and blended course evaluations.
- D. The University shall provide the faculty member, department chair, and the Dean with the tabulated results and written comments by the third week of the following semester. If the faculty member questions the accuracy of the results, the SEA President or designee and a representative of the University shall meet to review the results.
- E. Follow-up
  - 1. The chairperson will review the results of student evaluations of all non-tenured bargaining unit members and discuss the results with the faculty member.
  - 2. If evaluations of a tenured or continuing contract faculty member indicate a lack of teaching effectiveness over two or more semesters, the Dean in consultation with the Department Chairperson, will determine if follow up and support are necessary **which may include post-tenure review in Article 11.**
- F. Student Evaluation Instrument: Both parties recognize that review and revision of student evaluation forms and development of new forms for other courses may be necessary. The

adoption of new forms or changes to evaluation forms shall be negotiated between the University and Association. The Association shall consult UFS and Student Government Association in this process.

- G. All evaluations shall be completed anonymously. The University will take reasonable steps to ensure only enrolled students are able to submit a single evaluation per student.

## **Section 2. Distance Learning Course Evaluations.**

All distance learning courses shall be subject to the same student evaluation requirements as traditional courses including completion of the University approved student evaluation instrument (which may be administered online).

1. Student evaluations shall include additional questions pertinent to online and blended distance learning courses as follows:
  - a. clarity of course content
  - b. level of interactivity via e-mail, chat rooms, discussion boards, the electronic drop box, or other means
  - c. appropriate use of outside links
  - d. sequencing of material within the course
  - e. overall design and content of the course
  - f. ease of navigation through the course
  - g. relatedness of course materials to course syllabus
  - h. appropriateness of amount of material in relation to the level of the course
  - i. any other areas related to distance learning
2. Evaluation by the Dean, Chair, **Program Director** or a representative of the Mentoring Committee provided for in this Agreement shall occur as follows:
  - a. In-class evaluators will be given access to the course site at the student level (not the instructor level).
  - b. In-class evaluators will be given access to course sites for three (3) consecutive workdays.
  - c. The instructor of the course will be notified a minimum of two (2) days in advance of evaluation.

- d. In-class evaluators will not copy course content or disseminate access to the course site to others without the express written consent of the instructor and/or developer of the course. Violations will be addressed through the informal and formal processes in Article 18.

### **Section 2.3. In-class Evaluations.**

- A. In-class administrative performance evaluations will be conducted by the Dean or the Department Chairperson, or **Program Director** of all non-tenured faculty members without continuing contract status at least once a year with two (2) days prior notice, ~~as follows:~~
- B. As part of the promotion and tenure review process, one (1) member of the Mentoring Committee may conduct in-class evaluations of tenure-track faculty members.
- C. The Dean, Department Chairperson, **Program Director, or a member of the Post-Tenure Review Committee** ~~member of the Mentoring Committee~~ may conduct in class evaluations of tenured faculty members or of faculty members with continuing contract as part of the post-tenure review process (see Article 11) where relevant. This evaluation shall be coordinated with the faculty member.

### **Section 3.4. Safety and Security.**

Faculty will report to the University Safety Committee all matters regarding safety and/or hazardous conditions of which they are aware associated with the workplace.

- A. All hazardous equipment used in classrooms and laboratories by students and faculty must have appropriate safety devices readily accessible, i.e., safety glasses, and/or other personal safety equipment, for each piece of hazardous equipment. The faculty member shall not permit the use of such equipment if the safety devices are lacking.
- B. The University agrees to provide timely, appropriate training to bargaining unit members who are required to perform duties which involve potential hazards to safety and health.
- C. A central source for assistance and information will be available on campus until 10:00 p.m. on those evenings classes are scheduled.
- D. Laboratories where chemical odors are or may be present which can irritate the eyes, nose, throat, and/or skin must have sufficient ventilation to protect all occupants of the laboratory and all persons within the confines of any building which may be affected.
- E. The University through the Safety Committee will provide reasonable access to adequate first aid kit(s) for each workspace and/or classroom. The kit(s) will be maintained in designated locations and inspected periodically or upon notification of use, and will be replenished as needed.

- F. The University shall adhere to the applicable clinical faculty student ratio required by ~~the~~ accreditation/licensure standards for safety purposes. Program Directors are responsible for providing the Department Chairperson the current faculty student ratio.
- G. The University will follow its blood borne pathogens policy (BOT Policy 5.21).
- H. Student enrollments in laboratory classes will not exceed the maximum number of student lab spaces available as determined by the Office of the Provost.
- I. Unless there is a clearly demonstrable space need, non-science classes shall not be scheduled in laboratory classrooms.
- J. Faculty will report to the University-wide Safety & Security Committee and/or to University ~~safety or security~~ Department of Public Safety staff regarding any unsafe, hazardous condition or event, or matters of security as soon as they become aware of them. ~~or observe.~~
- K. Bargaining unit members shall be afforded protection within reason from interference, coercion, discrimination, or reprisal for filing an internal report to the proper University administrative officer or director regarding an unsafe or unhealthy ~~ful~~ condition(s).
- L. SEA shall have two (2) appointments to the relevant committee that addresses safety and security matters.

#### **Section 4. Use of University Facilities.**

Except for emergency closings deemed necessary by the University President or designee, full-time faculty members shall have 24-hour, 365-day access to their offices and other facilities for University-related professional activities. Bargaining unit members cannot use their offices as living facilities.

#### **Section 5. Personnel Files.**

- A. The University shall maintain in the Office of the Provost one official personnel file for each bargaining unit member. All documents placed in this personnel file shall be dated and signed by the University official authorized to do so. The bargaining unit member shall be sent a stamped copy of the document at the time of placement and shall have opportunity to add his/her written statement as an attachment to any document in such file.
- B. The official personnel file shall be the only file used for disciplinary decisions under this Agreement except for disputes involving pay or leave of absence records that are retained in the personnel files in the Department of Human Resources.
- C. Other Personnel Files and Investigative Files.

1. Files will be maintained in Human Resources containing copies of contracts and supplemental contracts, rates of pay, sick ~~day~~ leave accumulation, and other payroll, tax, and fringe benefit information.
  2. A file may be maintained by ~~the~~any University investigating official containing information collected during an investigation into a formal complaint, sexual harassment charges, ethics complaint, violation of University policy, or alleged illegal activity and will be subject to the University's retention schedule or as directed by federal or state laws.
  3. Unofficial or working files maintained by the Department Chairs or Deans shall not be used for disciplinary matters and copies of such records other than personal notes will be provided upon request of the bargaining unit member.
  4. The dean shall maintain records of informal actions in his/her office. After a period of two years, the Bargaining Unit member may request the removal of records of informal actions (coaching, advisory letters, or verbal warnings), that are not grievable, from the Dean's file. This request shall not be unreasonably denied. A reasonable denial may include but is not limited to, legal requirements to maintain records. ~~other than those records related to allegations of discrimination prohibited by state or federal law.~~
- D. Access to Files. The bargaining unit member shall have access at reasonable times to his/her personnel file(s), and may have an Association representative present while reviewing his/her file. These files may be reviewed in the Provost's Office or Department of Human Resources in the presence of a representative from that office. Each bargaining unit member shall have the right to obtain from the University a copy of any document contained within his/her file(s). The University will provide one copy free of charge but may charge a reasonable fee for additional copies.

## **Section 6. Electronic Media.**

- A. Official personnel file(s) may be electronically scanned within the University's established electronic imaging record-keeping system in accordance with filing and retrieval procedures instituted within the applicable department. Both parties shall strictly comply with all the laws governing electronic surveillance and access of electronic information.
- B. Telephone conversations, electronic communications (including e-mails), oral communications, and University offices of faculty shall be subject to a reasonable degree of privacy. The University will not monitor or intercept such communications, or intrude upon faculty offices, without a determination by the President of the University, or a relevant investigating officer, that such communications are of reasonable probative value to an investigation. Such communications shall be subject to the academic freedom provisions identified in Article 7. Bargaining unit members will comply with provisions of University policies addressing campus computer and network use. Both parties recognize that such communications may be subject to legal discovery or public records requests.



- C. Telephone and oral communications between and among SEA and SSU employees and Trustees which are recorded without all parties' permission shall not be used in any grievance or arbitration.
- D. This article does not restrict either party from using documents that are legally obtained through the Ohio Public Records Act in grievances or arbitrations.

**Section 7. Professional Development and Required Training.**

A. Professional Development.

- 1. The University encourages the continued professional and intellectual development activities of faculty members. This development may incorporate a number of individualized programs which may require adjustments in schedules.
- 2. Flexible Scheduling. Upon approval by the Department Chair and Dean **and when compatible with operational needs**, a bargaining unit member's assignment may be adjusted during the year (including summer) to permit time to pursue advanced course work. This adjustment may include a heavier load during a particular term(s) and/or specific assignments during the summer term. Flexible schedules might also include two or three day assignments, or morning or afternoon schedules. Where appropriate, all assignments would be in agreement with the current Agreement with regard to faculty workload expectations.

B. Required Training

- 1. The University will provide timely, appropriate training to bargaining unit members to ensure awareness of Board of Trustees' policies and procedures, federal, and state regulations related to anti-discrimination laws, environmental health, safety, and security. Training on these matters is mandatory for all employees including faculty members. **Repeated failure to participate in these training assignments will trigger the initiation of disciplinary action.**
- 2. The academic year shall include an annual faculty professional day as scheduled by the Provost Office. **This day may include academic updates, college-wide meetings and department meetings, and an SEA meeting.** ~~includes in-service faculty orientation activities that shall be scheduled on the academic calendar.~~ All bargaining unit members are ~~required~~ encouraged to attend. ~~unless on approved leave or class schedules will conflict.~~ ~~The Office of the Provost and the University Faculty Senate will convene a joint committee to develop an agenda.~~
- 3. ~~All University employees including faculty members~~ **All Bargaining unit members** will adhere to Board of Trustee policies and procedures related to federal, state regulations, safety, health and security matters (e.g., non-discrimination & harassment, blood-borne pathogens, Infectious and Communicable Diseases, drug-free workplace, etc.)

## **Section 8. Committee Membership.**

- A. Academic Calendar: The University shall develop the academic calendar in consultation with the Association, which will be involved from the onset of the process. The Association shall appoint two (2) representatives to work with the administration in development of the calendar.
- B. The Association shall have the right to appoint one (1) member to search committees established for the purpose of selecting any administrative officer in the academic area at the level of Chair and above including the President. ~~if chairs are not in the bargaining unit if chairs are administrative, and Dean or above.~~

## **Section 9. Tobacco and Other Smoke Products and Drug-Free Workplace.**

- A. Smoking of any product (including e-cigarettes) and the use of smokeless tobacco products are prohibited as provided in University policies. Smoking and the use of smokeless tobacco products shall be prohibited in all vehicles owned or leased by the University or groups and organizations connected with the University.
- B. The University and the Association agree that it is their mutual goal to achieve and maintain a drug-free workplace in accordance with federal law (ref. Article 18).

## **Section 10. Consulting and External Employment.**

- A. Bargaining unit members shall be permitted to engage in ~~limited~~ consulting or speaking related to the bargaining unit member's areas of professional expertise so long as these activities do not interfere with the University's educational mission and the bargaining unit member's teaching assignment. In doing so, bargaining unit members may make limited and reasonable use of University resources.
- B. Bargaining unit members shall be permitted to engage in ~~limited~~ external employment so long as these activities do not interfere with the University's educational mission and the bargaining unit member's teaching assignment. In doing so, bargaining unit members ~~should~~ shall not utilize University resources for this external work.
- C. In all instances, the bargaining unit member will provide prior notification to the Chairperson and the Dean, providing assurances that the external assignment will not conflict with assigned duties at the University and will not create a conflict of interest. ~~between assignments.~~
- D. Prior to taking on any consulting or external employment, the bargaining unit member will complete and submit to the Chairperson/Dean a Conflict of Interest form.

## **ARTICLE 15. UNIVERSITY FUNDED SALARY SYSTEM**

### **Section 1. Initial Salary Placement.**

- A. Beginning salaries at initial appointment of bargaining unit members in accordance with Article 9 will be based upon the candidate's degree and applicable experience by Rank as recommended by the Dean and approved by the Provost and SEA President. The newly hired bargaining unit member's salary shall be placed within the Initial Salary Placement Table as follows:

Initial Salary Placement Table

<b>Rank/Step</b>	<b>0 - &lt; 1 years</b>	<b>1 - &lt; 4 years</b>	<b>4 - &lt; 8 years</b>	<b>8 - &lt; 10 years</b>	<b>10 or more years 10 + years</b>
<b>Professor</b>	68,255	70,388	72,521	74,654	76,787
<b>Associate Professor</b>	55,543	57,278	59,014	60,750	62,486
<b>Assistant Professor</b>	47,161	48,634	50,108	51,582	53,056
<b>Sr. Instructor</b>	39,976	41,225	42,474	43,724	44,973
<b>Instructor</b>	39,300	40,528	41,756	42,985	44,213

- B. In limited circumstances and only with recommendation of the Dean and prior approval of the Provost and SEA President, a newly employed bargaining unit member who possesses exceptional teaching or applicable experience (more than 10 years) may receive a salary that exceeds the maximum rate reflected on the above Initial Salary Placement Table.
- C. For faculty hired at a rank above Assistant Professor, placement on the initial salary table shall be based only on years in the rank to which they are being hired at their previous institution.
- D. For the purposes of initial salary calculation newly employed bargaining unit members' experience shall be reduced by one (1) year for every year that continuing bargaining unit members do not receive a step increase.
- E. All newly employed bargaining unit members will transition from the Initial Salary Placement Table to the Continuing Faculty Salary Table 2015—2018 beginning with their second year of employment. Such placement will be at the next step closest to the starting salary that provides an increase and follow provisions identified in Section 2.
- F. ~~Only newly employed bargaining unit members beginning fall semester 2015-2016: Starting salaries will be in accordance with the above Initial Salary Placement Table. However, no bargaining unit member will receive less than the agreed-upon salary in his/her AY15-16 employment offer letter.~~

### **Section 2. Salary for Continuing Bargaining Unit Members.**

- A. ~~Effective fall semester AY15-16,~~ the University will ~~adopt~~ continue using the following

salary table based on AAUP East North Central Baccalaureate Institution Average Salary per Rank from 2015.

- B. Step A on the table shall be 80% of the average salary per rank in the above report. Steps shall increase by approximately 2.5% to 100% in Step I.
- C. This table shall apply to all bargaining unit members continuing employment from AY18-21:

Continuing Faculty Salary Table – 2018-2021

Rank/Step	A	B	C	D	E	F	G	H	I
Professor	\$68,255	\$70,388	\$72,521	\$74,654	\$76,787	\$78,720	\$80,853	\$82,986	\$85,119
Associate Professor	\$55,543	\$57,278	\$59,014	\$60,750	\$62,486	\$64,021	\$65,757	\$67,493	\$69,228
Assistant Professor	\$47,161	\$48,634	\$50,108	\$51,582	\$53,056	\$54,530	\$56,003	\$57,477	\$58,951
Sr. Instructor	\$39,976	\$41,225	\$42,474	\$43,724	\$44,973	\$46,222	\$47,471	\$48,721	\$49,970
Instructor	\$39,300	\$40,528	\$41,756	\$42,985	\$44,213	\$45,441	\$46,669	\$47,897	\$49,125

- D. Academic year salary adjustments for continuing bargaining unit members shall be as follows:

1. Academic Year 2018-2019 and Academic Year 2019-20 (Years 1 and 2)

- a. All continuing bargaining unit members employed at SSU as of the beginning of AY18-19 (fall semester) shall:
  - i. Receive no increase to his/her AY 17-18 annual base pay.
  - ii. For initial salary calculation of newly employed bargaining unit members this shall be considered a loss of one (1) step per year.
  - iii. ~~Be placed on the above Continuing Faculty Salary Table 2015-2018 considering the years in rank:~~
    - ~~(a). Step A = 1-4 years in rank at SSU~~
    - ~~(b). Step C = 5-9 years in rank at SSU~~
    - ~~(c). Step E = 10 or more years in rank at SSU~~
  - iv. ~~If a bargaining unit member's salary (after the 2% increase in a. above) exceeds the step that represents their current years in rank at SSU, s/he shall be placed at the salary step closest to their adjusted AY14-15 salary (that provides an increase).~~

2. Academic Year 2020-2021 (Year 3)

Bargaining unit members' salary increases will be based on enrollment of full time

equivalent students excluding students on on-line programs at the 15-day count of fall semester according to the following table:

Enrollment FTE	Salary
Less than 3099	No increase
3100-3299	Lump sum \$750
3300 or above	Step + \$750 lump sum

- a. ~~Those bargaining unit members who completed 5 years in rank at SSU in AY15-16 will be moved to step C (85%) within their rank, unless they are already above this step; those who completed 10 years in rank at SSU will be moved to step E (90%) within their rank, unless they are already above this step.~~
- b. ~~Bargaining unit members with salaries above the maximum step for their rank of the above Continuing Faculty Salary Table 2015-2018 (above step I) will receive a 1.5% increase to his/her AY15-16 base.~~
- c. ~~All continuing AY17-18 bargaining unit members shall move one step in the Continuing Faculty Salary Table 2015-2018 except as identified in par. 3. b. or 3. e. below.~~
- d. ~~Those bargaining unit members who completed 5 years in rank at SSU in AY16-17 will be moved to step C (85%) within their rank, unless they are already above this step; those who completed 10 years in rank at SSU will be moved to step E (90%) within their rank, unless they are already above this step.~~
- e. ~~Bargaining unit members with salaries above the maximum step for their rank of the above Continuing Faculty Salary Table 2015-2018 (above step I) will receive a 1.5% increase to his/her AY16-17 base.~~

**Section 3. Promotion.**

- A. Each bargaining unit member who is promoted in academic rank in accordance with Article 11 for tenure track and Article 10 for non-tenure track during the term of this Agreement shall be placed at the minimum step for the new rank, or the step at the new rank that provides at least a (5%) increase for the applicable academic year. This adjustment will occur at the beginning of the next academic year and will apply in lieu of the normal step adjustment as identified in Section 2. B.
- B. Bargaining unit members whose salaries are above the maximum salary of the new rank upon promotion will receive 5% of the current base salary.

**Section 4. Exceptions to the University Funded Salary System.**

With University President approval, endowed chairs and faculty salaries may be supplemented from external sources including funds granted to Shawnee State University Development Foundation (SSUDF) and other foundations for that purpose. These supplements are not considered within the scope of the University funded salary system and will be based upon the terms of their award.

**Section 5. Overload.**

- A. Overload assignments must be approved in advance by the Provost or designee. No bargaining unit member shall be required to accept an overload assignment.
- B. Whenever a faculty member agrees to overload teaching, the Dean shall provide the faculty member written confirmation that the overload assignment has been approved prior to teaching the course.
- C. The opportunity to teach an overload course shall be offered equitably among bargaining unit members based upon the academic discipline or subject area, required credentials, and experience, as determined by the department chairperson.
- D. Any contractual hours above twenty-four (24) for tenured, tenure-track, or continuing contract or thirty (30) contractual hours for full-time instructors (non-tenure-track) assigned for the academic year shall also be considered overload.
- E. For the purpose of calculating overload, faculty members hired mid-academic year or on an approved leave of absence shall be presumed to have had a workload of twelve (12) contractual hours, or fifteen (15) contractual hours for full-time instructors, for any academic term they are absent.
- F. All overload compensation will be based on a twenty-four (24) contractual hour year for tenured, tenure track and continuing contract bargaining unit members and a thirty (30) contractual hour year for full-time instructors (non-tenure track). Visiting faculty will be based on twenty-four (24) contractual hours.
- G. Compensation for overload will be a standard credit-hour rate by rank (not including stipends or other adjustments), as follows:

Professor	\$1,425 per credit hour
Associate Professor	\$1,350 per credit hour
Assistant Professor	\$1,225 per credit hour
Sr. Instructor	\$1,150 per credit hour
Instructor	\$1,025 per credit hour

- H. Bargaining unit members who have a 23 hour or less yearly workload for more than one consecutive year may be assigned an additional course for which they are qualified to teach by the Dean at 100% of their hourly rate for any hours above 24 for the year. No bargaining unit member may be assigned more than two (2) additional workload hours for the year. The bargaining unit member may not refuse such assignment.
- I. The Dean's office shall submit the approved overload for each bargaining unit member (on a supplemental pay remittance document) to the Payroll department no later than the 10<sup>th</sup> week of the spring semester. The supplemental pay for the academic year overload will be remitted on the last regular payroll of the academic year.

**Section 6. Course Preparations.**

- A. A course preparation shall be defined as a three (3) credit hour or higher course. A course that includes a lecture and clinical supervision will be considered a prep only for those bargaining unit members assigned the lecture component. In any academic year, multiple sections of the same course shall be considered one (1) prep. Multiple courses taught at the same time by any one bargaining unit member shall be considered one (1) prep.
- B. No later than three (3) weeks prior to the start of an academic term faculty members may request the department chairperson to change their course assignments among those available on the department schedule which they are qualified to teach if they have been assigned more than three (3) preparations in a semester and the other bargaining unit members in the department do not exceed three (3) preparations in the semester as a result of the change.
- C. Bargaining unit members affected by any course changes under this section may appeal the department chairperson's decision to the Dean.
- D. If the Dean or Department Chairperson determines that it is necessary to exceed this limit the Dean or Chairperson will first discuss the matter with the bargaining unit member. If a mutual agreement is not reached after this discussion, the Dean or Chairperson may assign the bargaining unit member the extra prep but the bargaining unit member's preparations shall be reduced the following semester when possible.

**Section 7. Summer and Intersession Employment.**

- A. Summer/intersession teaching is voluntary.
  - 1. Tenured, tenure-track, and continuing contract bargaining unit members who normally teach a course during the academic year have a preference (up to two courses) over full time instructors (NTT) and part-time faculty in the selection of summer/intersession courses.
  - 2. Such assignment(s) shall be rotated equitably based upon the academic discipline or subject area, required credentials, and experience, by the Dean in consultation with the

department chairperson.

3. Course assignments in excess of twelve (12) hours will be offered on an emergency basis with the express prior approval of the Dean.

- B. Summer/intersession compensation for face to face and hybrid courses (both undergraduate and graduate) courses shall be:

Professor	\$2,200 per credit hour
Associate Professor	\$1,900 per credit hour
Assistant Professor	\$1,600 per credit hour
Sr. Instructor	\$1,400 per credit hour
Instructor	\$1,300 per credit hour

Online courses as defined in Article 20 Distance Learning will be \$1400 per credit hour.

- ~~C. 100% of the bargaining unit member's per hour annual academic year salary over a twenty-four (24) contractual hour base, as long as the course is a minimum of twenty-two (22) students.~~

- ~~D. Based upon the Registrar's official course enrollment for undergraduate courses on the first Monday after the first Tuesday of the term for summer courses and on the second day of classes for intersession courses in which enrollment is less than twenty-two (22) students the following compensation shall apply:~~

Number of Students	Percentage	Number of Students	Percentage
21	97.5%	13	77.5%
20	95.0%	12	75.0%
19	92.5%	11	70.0%
18	90.0%	10	64.0%
17	87.5%	9	59.0%
16	85.0%	8	54.0%
15	82.5%	7	48.0%
14	80.0%	6	43.0%
		5 or less	38.0%

- ~~E. Based upon the Registrar's official course enrollment for graduate courses on the first Monday after the first Tuesday of the term for summer courses and on the second day of classes for intersession courses in which enrollment is less than ten (10) students the following compensation shall apply:~~



Number of Graduate Students	Percentage
9	90%
8	80%
7	70%
6	60%
5	50%
4 or less	40%

~~F. The bargaining unit member's standard per hour contractual rate (100%) shall be paid for those courses with a maximum enrollment. This includes Senior Seminar, English composition, and laboratory components of courses (not including the didactic class component). Compensation for these courses shall be reduced by 2.5% for each student under the agreed upon maximum enrollment.~~

~~G. Faculty teaching summer courses are required to post one (1) office hour for each course section.~~

~~H. The determination of whether a course is to be offered, regardless of the enrollment, shall remain at the discretion of the Dean. Once a bargaining unit member commits to teaching a summer/intersession course by signing a summer/intersession contract, the member may not withdraw the teaching obligation except as otherwise permitted under this contract (See Article 17). If the Registrar's official course enrollment on the first Monday following the first Tuesday of the term is greater than the contracted amount, the higher (actual) enrollment will be applied and the faculty member's contract adjusted accordingly. In no case will the contracted amount be lowered.~~

## **Section 8. Advanced Degree Completion.**

A. Any bargaining unit member completing an approved doctoral degree directly related to their current teaching assignments as determined by the Dean after at least two years of continuous full-time service at the University will be awarded a lump sum stipend of \$1,000 per year at the end of the academic year of continuous service for three consecutive years for a total of \$3,000. If the bargaining unit member leaves prior to the complete payment s/he will forfeit the remainder of the degree completion stipend.

B. A doctorate is a degree awarded by an institution of higher education that is regionally accredited for the degree awarded at the time it was awarded by agencies recognized by the Secretary of the US Department of Education. The Provost and President of SEA or their designees must mutually agree that degrees from foreign institutions are the equivalent of regionally accredited degrees.

## **ARTICLE 16. FRINGE BENEFITS**

### **Section 1. Retirement Plans.**

- A. The University shall designate each bargaining unit member's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the University as permitted by Internal Revenue Service rulings. Such contributions shall continue to be designated as employee contributions as recognized by state law. Therefore, the amount of the employee's income reported by the University as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System of Ohio contribution. Such shall be included in computing final average salary, provided that no bargaining unit member's total salary is increased by such "pick up" nor is the University's total contribution to the State Teachers Retirement System of Ohio increased thereby.
- B. All newly hired bargaining unit members may elect to participate in the Ohio Alternative Retirement Plan (ARP) within 120 days of hire. If no election is made, the bargaining unit member shall be enrolled into Ohio's State Teachers Retirement System (STRS). This election is irrevocable for the member's continuous employment with Shawnee State University.
- C. The University's employer contribution rate to a faculty member's Alternative Retirement Plan will be the required employers' contribution rate to the State Teachers Retirement System (STRS) less any mitigating contributions to the state retirement system as required under ORC Chapter 3305 for electing employees.

### **Section 2. Group Health Plan.**

**~~“Article 16, Fringe Benefits, contains provisions that provide “first-dollar coverage” in the High Deductible Health Plan (HDHP). First-dollar coverage is not allowable for an HDHP with a Health Savings Account (HSA) under the Internal Revenue Code. The parties recognize that these provisions are not enforceable and, if followed, would expose both the Participants and the Plan to potential negative taxation consequences. The parties are utilizing the Memorandum of Understanding (MOU) process to provide alternative options for HDHP Plan participants that will ensure compliance with applicable IRS regulations. Upon acceptance, these options will be communicated to all HDHP Plan participants.”~~**

The University shall provide group health coverage for medical, prescription, and will offer dental, and vision coverage to all eligible bargaining unit members for the duration of this contract. Detailed descriptions of the group health plan(s) will be maintained in Human Resources and all plan participants will be provided summary descriptions of each Plan. *During the contract period, the University will maintain a prescription formulary and preferred provider list similar to that in place in 2018.*

A. Medical Insurance

1. Bargaining Unit Members participating in either University offered medical insurance plan shall receive preventative services as defined by the Affordable Care Act (ACA) at no cost to the member.
2. The University's medical insurance plan in effect as of July 1, 2018 shall remain in effect through December 31, 2018, as follows:
  1. Preferred Provider Organization (PPO): The PPO medical insurance plan will include deductibles of \$1,000(S)/\$2000 (F and E+1) and 80/20 in-network co-payment with out-of-pocket maximum of \$3000 (S)/\$6000 (F and E+1) including the deductible and 70/30 out-of-network with deductible \$2,000 (S)/\$ 4,000 (F and E+1) co-payment with out of pocket maximum of \$6000 (S)/\$12,000 (F and E+1) including deductible. Emergency room visits not followed by admission to the hospital will have a user co-pay of \$75.00 per visit.
  2. High Deductible Health Plan (HDHP): The HDHP medical insurance plan will include deductibles of \$3,000(S) - \$6,000 (F and E+1) and a 90/10 in-network co-payment with out of pocket maximum of \$6,350(S)/\$12,700 (F and E+1) including the deductible and 60/40 out-of-network with deductible \$6,000(S)/\$12,000(F and E+1) co-payment with out of pocket maximum of \$12,700(S)/\$25,400(F and E+1) including deductible. Emergency room visits not followed by admission to the hospital will have a user co-pay of \$75.00 per visit after the deductible is met.

For the HDHP participants only, the bargaining unit members who are HSA eligible will receive an annual employer contribution into their HSA account in the amount of \$325 for Single coverage, \$600 for Employee + 1 coverage, and \$750 for Family coverage per Plan year. Bargaining unit members who begin employment mid-year will receive a pro-rated contribution.

- ~~3. The faculty plan participants will be covered by the University's health care program which will include deductibles of \$500(S)/\$1,000 (F and E+1) and a 90/10 in-network co-payment with out of pocket maximum of 1,500 (S)/\$3,000 (F and E+1) including the deductible and 75/25 out-of-network with deductible \$1,000(S)/\$2,000(F and E+1) co-payment with out of pocket maximum of \$3,000(S)/\$6,000(F and E+1) including deductible. Emergency room visits not followed by admission to the hospital will have a user copay of \$75.00 per visit.~~
- ~~4. Bargaining unit member contributions shall be deducted during the academic year at \$38.00/pay for single, \$75.00/pay for employee +1 and \$120.00/pay for family coverage through December 31, 2015.~~
- ~~5. Beginning January 1, 2016, bargaining unit member contributions shall be deducted over the academic year (18 pay periods, remaining pays no deduction) at~~

~~\$46.00/pay for single, \$92.00/pay for employee +1 and \$162.00/pay for family coverage through December 31, 2016.~~

3. Beginning January 1, 2019 and continuing through December 31, 2021, the University will continue to provide bargaining unit members with two options, a PPO and an HDHP for medical insurance. Bargaining unit members may elect his or her participation in the PPO or HDHP upon hire, during the annual open enrollment period, or upon a family status change as provided under the plan and federal law. The University’s HDHP medical insurance plan shall be supplemented by a Health Savings Account (HSA). The Plan designs shall be:
  - a. Preferred Provider Organization The PPO medical insurance plan will include deductibles of \$1,500(S)/\$2500 (E + C; E+S; F) and 80/20 in-network co-payment with out-of-pocket maximum of \$3500 (S)/\$7000 (E + C; E+S; F) including the deductible and 70/30 out-of-network with deductible \$2,000 (S)/\$4,000 (E + C; E+S; F) co-payment with out of pocket maximum of \$6000 (S)/\$12,000 (E + C; E+S; F) including deductible. Emergency room visits not followed by admission to the hospital will have a user co-pay of \$75.00 per visit.
  - b. High Deductible Health Plan (HDHP): The HDHP medical insurance plan will include deductibles of \$3,000 (S) - \$6,000 (E + C; E+S; F) and a 80/20in-network co- payment with out of pocket maximum of \$6,000(S)/\$12,000 (E + C; E+S; F) including the deductible and 60/40 out-of-network with deductible \$6,000(S)/\$12,000 (E + C; E+S; F) co-payment with out of pocket maximum of \$12,700(S)/\$25,400 (E + C; E+S; F) including deductible. Emergency room visits not followed by admission to the hospital will have a user co-pay of \$75.00 per visit after the deductible is met.
  - c. For the HDHP participants only, the bargaining unit members who are HSA eligible will receive an annual employer contribution into their HSA account in the amount of \$500 for Single coverage, \$800 for Employee + children, Employee + spouse, and \$1000 for Family coverage per Plan year. Bargaining unit members who begin employment mid-year will receive a pro-rated contribution.
  
4. Bargaining unit member contributions for the Medical Plans January 1, 2019- December31, 2021 shall be deducted over the academic year (18 pay periods, remaining pays no deduction) for bargaining unit members choosing the 20 pay option, and over 24 pays for bargaining unit members choosing the 26 pay option. The contribution percentage share of the bargaining unit members will be based on plan choice.

PPO	HDHP
Single - 14%	Single – 8%
Employee + Child(ren) – 16%	Employee + Child(ren) – 10%
Employee + Spouse - 18%	Employee + Spouse – 12 %
Employee + Family – 20%	Employee + Family - 15%

1. ~~Preferred Provider Organization (PPO): The PPO medical insurance plan will include deductibles of \$1,000(S)/\$2000 (F and E+1) and 80/20 in-network co-payment with out-of-pocket maximum of \$3000 (S)/\$6000 (F and E+1) including the deductible and 70/30 out-of-network with deductible \$2,000 (S)/\$ 4,000 (F and E+1) co-payment with out of pocket maximum of \$6000 (S)/\$12,000 (F and E+1) including deductible. Emergency room visits not followed by admission to the hospital will have a user co-pay of \$75.00 per visit.~~
2. ~~High Deductible Health Plan (HDHP): The HDHP medical insurance plan will include deductibles of \$3,000(S) \$6,000 (F and E+1) and a 90/10 in-network co-payment with out of pocket maximum of \$6,350(S)/\$12,700 (F and E+1) including the deductible and 60/40 out-of-network with deductible \$6,000(S)/\$12,000(F and E+1) co-payment with out of pocket maximum of \$12,700(S)/\$25,400(F and E+1) including deductible. Emergency room visits not followed by admission to the hospital will have a user co-pay of \$75.00 per visit.~~

~~For the HDHP participants only, the bargaining unit members will be eligible to receive an employer contribution into a Health Savings Account (HSA) in the amount of \$500 for Single coverage, \$800 for Employee + 1 coverage, and \$1,000 for Family coverage per Plan year.~~

5. ~~The University's Medical Plan Designs (both PPO and HDHP) will be reviewed in 2017 to determine the impact upon the calculation of tax obligations required under the Affordable Care Act (ACA). The Plan Design may be modified beginning 2018 if it is determined the University will be subject to taxation. In such case the University and Association will address such changes through the Memorandum of~~
- 6.

## B. Prescription

1. ~~Through December 31, 2018 the co-pay on prescription drugs for retail (30-day supply) will be \$10 for generic, \$25 for approved list (formulary) brand, \$35 for non-formulary brand, and 25% co-insurance (up to \$250) for specialty drugs. Mail order (90-day supply) co-pay will be \$20 for generic formulary, \$50 for brand formulary, \$70 for non-formulary, and 50% co-insurance (up to \$500) for specialty drugs.~~
1. Through December 31, 2021, coverage of prescription drugs will be based on the type of medical plan the bargaining unit member elects to participate in (PPO or HDHP).
2. PPO Participants: co-pay on prescription drugs for retail (30-day supply) will be

\$10 for tier 1, \$35 for tier 2, \$60 for tier 3, and 25% co-insurance (up to \$250) for tier 4 (specialty drugs). Mail order (90-day supply) co-pay will be \$20 for tier 1, \$70 for tier 2, and \$120 for tier 3. Tier 4 (specialty drugs) are limited to a 30-day supply; 90-day supply is not applicable.

3. HDHP Participants: preventive prescription drugs (as defined by ACA regulations) shall be provided at no cost; participant will pay full carrier discounted cost for all other prescription drugs until deductible is met. After the deductible is met, the co-pay on prescription drugs (other than for the preventive drugs) for retail (30-day supply) will be \$10 for tier 1, \$35 for tier 2, \$60 for tier 3, and 25% co-insurance (up to \$250) for tier 4 (specialty drugs). Mail order (90-day supply) co-pay will be \$20 for tier 1, \$70 for tier 2, and \$120 for tier 3. Tier 4 (specialty drugs) are limited to a 30-day supply; 90-day supply is not applicable.

#### C. Spousal Coverage Exclusion Election ~~and Waiver~~

Working spouses who have access to other medical coverage through their employers **are** not eligible **to** be members of the Shawnee State University plan, and must enroll with their respective employers. Should their employment status change or eligibility for that plan cease, they may request enrollment as a dependent on this Plan due to a Qualifying Event within 31 days of their other coverage terminating.

- ~~4. eligible bargaining unit members who wish to waive participation in the University's health insurance plan(s) and who demonstrate coverage under another plan (other than an SSU health plan) and elect this option during the new hire and annual open enrollment period will receive \$150/month if they were otherwise eligible for single coverage, \$200/month for Employee + 1, or \$250/month for family coverage for~~
- ~~5. waiving such participation. Payment will be made monthly on the first two monthly pays.~~

#### D. Insurance Committee

~~The University will convene during fall semester an Insurance Committee. The Committee will be composed of four (4) representatives appointed by the SEA President or designee, two (2) representatives appointed by the CWA President or designee, two (2) representatives appointed by the UAA Chairperson or designee, and Human Resources Director or designee and two Presidential appointees. The Committee shall elect its own chair each year. The purpose of the Committee will be to review and explore options for managing and containing medical and other insurance costs, review competitive bids for insurance carriers, and report its findings and recommendations to the President, SEA, CWA and UAA.~~

#### E. Life Insurance

The University shall provide \$50,000 Basic Life and Accidental Death & Dismemberment

Insurance coverage for eligible faculty members.

F. Domestic Partners

~~A bargaining unit member who has shared a committed, on-going domestic relationship with a same-sex partner for not less than the continuous preceding twelve (12) months and meeting all eligibility criteria established by the University will be offered benefits as determined by the University until the 2016 Open Enrollment period. After which,~~

G. All bargaining unit members must be legally married to receive spousal health insurance benefits in accordance with this Article.

H. In the event that actions taken by local, state, or federal government, whether legislative, executive, or judicial, prohibit or restrict same-sex marriage in the state of Ohio, the University will offer benefits equivalent to those offered to married couples to bargaining unit members who are in a committed, on-going domestic relationship with a same-sex partner for not less than the preceding twelve (12) months and meeting all eligibility criteria established by the University.

**Section 3. Flexible Spending Account (FSA).**

A. Bargaining unit members enrolled in the PPO Medical Plan may participate in the University's Flexible Spending Program (FSA), which permits participants to set up a payroll deduction for reimbursement of eligible health care expenses and/or dependent care expenses on a pre-tax basis in accord with the rules and regulations under Internal Revenue Code Section 125.

B. Bargaining unit members enrolled in the HDHP may participate in the limited Flexible Spending Program (FSA) which permits participants to set up a payroll deduction for reimbursement of eligible dental and vision expenses on a pre-tax basis in accordance with the rules and regulations under Internal Revenue Code Section 125.

~~C. The FSA option will be reviewed in 2017 to determine its impact upon the calculation of tax obligations required under the Affordable Care Act (ACA). This option may be eliminated beginning 2018 if it is determined the University will be subject to taxation.~~

**Section 4. Implementation of Insurance Benefits.**

A. Insurance coverage shall be in effect during the twelve (12) months of the year whether or not a bargaining unit member accepts a summer contract, or is paid on a nine (9) or twelve (12) month basis.

B. Bargaining unit members who separate employment either voluntarily or non-voluntarily from Shawnee State University may continue their insurance benefits per the Consolidated

Omnibus Budget Reconciliation Act (COBRA) legislation.

- C. Bargaining unit members employed for a single academic year shall have their insurance benefits discontinued at the end of their contract. Benefits will extend through the summer only if rehired for an additional consecutive academic year prior to the end of the current academic year's contract.
- D. Bargaining unit members who provide notice of retirement or resignation three (3) months in advance of termination date, and choose to continue their insurance benefits per the Consolidated Omnibus Budget Reconciliation Act (COBRA), will receive a health subsidy to offset their monthly COBRA payment. The subsidy will be the difference between the established COBRA rates and the bargaining unit member's monthly contributions in effect at the time of separation. The subsidy will remain in effect through three (3) months following termination, provided the bargaining unit members contributions remain in good standing.

#### **Section 5. Faculty Development.**

- A. Bargaining unit members may apply for reimbursement for expense incurred as part of their ongoing teaching, scholarship, and/or research as defined in this agreement. This may include, but is not limited to, courses or seminars to enhance teaching qualifications, attendance and/or presentation of papers at professional conferences, acquisition of research materials, travel related to the conduct of scholarship and/or research.
- B. Faculty shall apply for such funding to the appropriate University Faculty Senate Committee.
- C. In consultation with the Provost, the Committee will award funding based on the academic merits of the program and the overall feasibility of the project. Any proposal with academic merit shall be funded in accordance with the availability of funds. Requests for funding shall be granted until funds are depleted. If more funds for projects are requested than there is availability of funds, the committee may rank projects based on overall academic merit and relevance.
- D. Application deadlines will be established and announced by the committee. No bargaining unit member may be awarded enrichment funds in two (2) consecutive academic years unless all other applications are funded and the enrichment funds are not exhausted.
- E. The annual dollar pool for faculty enrichment shall be \$50,000 for each fiscal year of this agreement.

#### **Section 6. Off-campus Tuition Reimbursement**

- A. Bargaining unit members are eligible for tuition reimbursement for an advanced degree from a regionally accredited University as specified herein after two years of continuous full-time



service at the University.

- B. The graduate course of study must be relevant to the bargaining unit member's position or taken at the request of the University. Evidence of a grade of B or better or satisfactory progress (e.g., dissertation credits as PR, etc.) is required and must be attached to a request for tuition reimbursement.
- C. Prior approvals of the course of study by the Dean and concurrence by the Provost are required. In addition, after the initial approval, subsequent requests for reimbursement for the same course of study will be submitted through the department chairperson and approved by the Dean.
- D. Any graduate degree sought by the bargaining unit member that is offered at Shawnee State University must be obtained at Shawnee State University, or at the bargaining unit member's own expense.
- E. Reimbursement shall be 100% of tuition or a maximum of ~~\$250~~ **\$350** per quarter hour, ~~\$350~~ **\$450** per semester hour. A faculty member shall not exceed four (4) hours per semester or six (6) hours per quarter of reimbursable studies.
- F. This reimbursement shall be available for the duration of the advanced degree sought (not to exceed ~~\$2,500~~ **\$4000** per faculty member per year).
- G. Non-traditionally structured graduate programs may be reimbursed based on a pro-rated basis equivalent to the above.
- H. Only courses that contribute towards successful degree completion are eligible for reimbursement.
- I. Reimbursement is limited to one graduate-level program.
- J. A bargaining unit member awarded benefits as permitted herein must agree, in writing, to remain employed at the University for at least two (2) years from the end date of the term of the approved coursework. If not, the employee will repay the tuition reimbursement amount received. This agreement applies for all departures except the loss of position due to a reduction in force (RIF).

#### **Section 7. On-Campus Tuition ~~Reimbursement~~ Waiver.**

- A. The University will waive tuition for bargaining unit members, their spouses, and their dependent children (twenty-four or younger) for the successful completion of undergraduate programs offered at the University using the following criteria:
- B. A bargaining unit member may receive tuition waiver for the successful completion of up to a maximum of six (6) credit hours per semester. All classes are to be taken on the bargaining unit member's non-work time.

- C. Spouses and dependent children twenty-four or younger of bargaining unit members may enroll in as many hours per semester as are permitted under the University academic policies. The allowance for benefits covered under this section shall be 160 credit hours per spouse or dependent child. Spouses and dependent children who exceed this limit may take one course per semester
- D. Bargaining unit members, their spouses, and their dependent children shall enroll during the regular registration processes.
- E. Programs or classes which have special admission requirements or class size limitations will be available to bargaining unit members, their spouses, and their dependent children age twenty-four (24) or younger in the same way they are available to the general student body; and they will be required to compete for admission into these programs or courses with other student applicants.
- ~~F. Bargaining unit members must remit payment for tuition in accordance with University student payment deadlines.~~ No bargaining unit members or his / her dependent will be entitled to on – campus education benefits, nor will the University be required to pay for any classes that have already been taken by the employee or dependent and failed or otherwise not successfully completed by the employee or dependent.
- G. The University will waive the instructional, general, technology, and applicable out-of-state fees. All other costs and/or fees are the responsibility of the bargaining unit member.
- H. The bargaining unit member, spouse or dependent child may be required to file the Free Application for Federal Student Aid (FAFSA) and complete the verification process if determined necessary by the Office of Financial Aid. Waiver will be equal to the billed instructional, general, technology and applicable out- of state fees less any federal, state, or scholarship funds.
- I. All necessary and required forms must be completed according to University policies and timetables.
- J. Dependents of Full Time Employee deceased while on active status

A widow or widower and / or dependent child of a deceased full time SEA employee with 10 years or more of continuous service is eligible to receive on campus education benefits, as follows:

1. Must be enrolled in an undergraduate degree program within one year of active employee's date of death
2. Will be registered on a space available basis
3. Maximum tuition waiver is not to exceed 160 attempted credit hours

**Section 8. Other Provisions.**

- A. All bargaining unit members who have retired from the University through Ohio STRS and alternative retirement plans (ARP), with (5) consecutive academic years of service immediately preceding retirement will be awarded the same discretionary SSU-awarded benefit(s) as retired university administrators by Board of Trustees policy.
  
- B. All bargaining unit members who have retired from the University through Ohio STRS and alternative retirement plans (ARP), with 10 years of continuous service to the University immediately preceding retirement (including those who retired prior to this contract) shall be granted the following privileges consistent with University policies:
  - 1. Full library privileges
  - 2. University email access
  - 3. University identification card
  - 4. Educational benefits in accordance with Article 16, Section 7, for the individual retiree only
  - 5. Opportunity to purchase tickets to performing arts and athletic events
  - 6. Opportunity to use recreational facilities at no charge
  - 7. Use of facilities for meetings of retired faculty members
  - 8. Opportunity to attend University functions including, but not limited to, commencements, holiday celebrations, alumni events, etc.

**Section 9. Athletic Center/Natatorium.**

All bargaining unit members and immediate family members (children must meet facility age requirements) may use the University Natatorium and the Athletic Center facilities without charge.

**Section 10. Children's Learning Center.**

Bargaining unit members with eligible dependent children will receive the same discount to tuition as is provided to other employees.

## **ARTICLE 17. LEAVES OF ABSENCE**

### **Section 1. Paid Leaves.**

A paid leave is a period of time that a faculty member is approved by the designated University official to be away from his/her job while receiving salary and benefits as provided by this Agreement. Paid leaves may be approved during fall, spring, summer semesters, or intersessions.

#### **A. Sick Leave**

1. Sick leave is the authorized absence of an individual to be away from work duties due to:
  - a. Personal illness;
  - b. Personal injury;
  - c. Medical, dental or optical examination or treatment;
  - d. Exposure to a contagious disease that poses a reasonable risk of contagion to the University. The University may request documentation in such cases;
  - e. Medical emergencies, illness, or death of a member of the immediate family that includes: grandparents, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in the place of a parent.
  - f. Death of aunts and uncles.
2. Sick Leave Credit – Upon hire the University will credit sick leave up to a maximum of 120 hours to the faculty member’s sick leave account. In accordance with Ohio law, if the faculty member elects to do so and informs the Department of Human Resources within 90 days of his/her employment date, he/she may elect to transfer any unused and unpaid sick leave balance above 120 hours from a state of Ohio agency or public institution of higher education to their Shawnee State University sick leave account. This amount will be in addition to the University credited amount.
3. After the first year of employment and thereafter, sick leave shall accumulate evenly

per pay period. A total of 120 hours ~~may~~ will be earned per academic year. ~~Faculty members' sick leave for a 12-month period is permitted to accumulate over 9 months.~~

4. There will be no maximum on the number of sick leave hours which may be accumulated from year-to-year.
5. A faculty member may request the use of accumulated but unused sick leave during any term (including summer) in which the faculty member has a regular teaching assignment.
6. A continuous period of sick leave commences with the first day of absence and includes all subsequent days except Saturday, Sunday, or holidays until the faculty member returns to work (assuming ~~the University is open for classes.~~) ~~no regular classes are scheduled~~)
7. The process to follow for the utilization of sick leave is:
  - a. Except in the case of an emergency, the faculty member shall contact the Department Chairperson or department secretary by telephone or electronic message prior to the scheduled start time that he/she is unable to meet his/her classes, office hours, labs, etc. due to illness. In cases where the bargaining unit member is incapacitated, he or she may designate a family member or third party representative if a family member is not available to communicate with the University.
  - b. If the bargaining unit member has reason to believe that the required sick leave will last longer than one day, the bargaining unit member will make reasonable efforts to communicate this need to the Department Chair or secretary. If it becomes necessary to extend leave beyond the initial period, the bargaining unit member will contact the Department of Human Resources. If the Department Chairperson or Dean determines that it is necessary to provide coverage for the bargaining unit member's classes, it shall be the responsibility of the Department Chairperson or Dean to arrange for such coverage.
8. ~~A Request for Leave Form (found on the BearTrax site) is required to obtain approval for leaves of absence as provided by this Article.~~
  - a. ~~The faculty member must submit a Request for Leave form (found on the Department of Human Resources web site) to the Department Chairperson and/or the Dean in advance of scheduled appointments or when the faculty member knows that sick leave will be needed.~~
  - b. ~~Within three (3) days of returning to work the faculty member will submit the Request for Leave form to the Department Chairperson who will forward the form to the Dean. The Dean's office will provide the form to the Department of Human Resources.~~

- a. Proper submission of this form is necessary for the accurate crediting of sick leave time is the responsibility of the faculty member and that failure to submit the Request for Leave form to the Department Chairperson may result in loss of payment for the time missed.
  - b. Disciplinary sanctions shall be applied only in cases of deliberate abuse of sick leave or deliberate violation of this Article.
2. When the faculty member requests the use of sick leave for an illness or injury requiring medical care after five (5) consecutive days the faculty member may be requested to submit a physician statement to the Department of Human Resources stating the general nature of the illness, date of medical treatment, and the conditions under which the employee is released to return to work or a statement from the attending physician verifying the illness or injury of the employee's immediate family.
3. In situations involving Family Medical Leave (FML), (serious health conditions of three or more days), or habitual absences of less than five (5) days, a doctor statement may be required upon the request of the Department Chairperson, Dean, or Department of Human Resources. The University may require the faculty member to submit to a physical examination with a physician of the University's choosing and the University will pay all costs incurred in obtaining the physical examination.
4. Accumulated sick leave shall be reduced in the following manner:
  - a. The sick leave account will be reduced by the actual number of hours a faculty member was absent from assigned duties. Assigned duties include, but are not limited to, classroom or lab instruction, clinical supervision, office hours, and department/committee meetings.
  - b. Full week – The sick leave account will be reduced by forty (40) hours when a faculty member misses all assigned work in a week and/or is on continuous sick leave for multiple weeks.
  - c. When the University establishes a sick leave donation program, the bargaining unit members may participate voluntarily. The University and SEA will establish a committee which shall include opportunity for equal representation from all University constituency groups to design and establish the program.
5. Sick leave granted by reason of death in the immediate family shall not exceed five (5) days. Any days beyond five (5) must receive prior approval from the Dean with notification to the Department Chairperson. Such request will not be unreasonably denied.
6. Non-compliance with sick leave rules and regulations may result in the faculty

member not receiving pay for the sick leave requested. Willful misuse of the sick leave provision herein may be considered grounds for disciplinary action in accordance with Article 18.

7. After three consecutive working days of a bargaining unit member's absence from required duties without notice, the Department Chairperson shall make a reasonable effort to determine the status of the bargaining unit member. If the Chairperson is not able to locate the bargaining unit member, he/she will notify the Dean who will inform the Department of Human Resources. If within two additional consecutive working days, the University is unable to make contact, the University may presume that the bargaining unit member has abandoned his or her position without use of the procedures in Article 18. The University shall notify the bargaining unit member in writing of its finding of abandonment by certified mail and provide the Association with a copy of this notice. Absent exigent circumstances, the bargaining unit member shall have five (5) working days after the postmarked date of this notice to explain the circumstances in writing and/or in a conference with the Dean. An individual and/or the Association may grieve a negative decision. The burden of proof will be on the faculty member.
8. An accounting of sick leave days accumulated shall be maintained by Human Resources and shall be available to the individual faculty member upon request.
9. Sick Leave Payout
  - a. Upon retiring from active service with at least ten (10) years of service (any combination with the University and its predecessor institutions), the faculty member may elect to be paid one-fourth (1/4) of the accrued but unused sick leave credit (but in no case more than one-fourth (1/4) of 160 days, or 320 hours). This payment will be based upon the faculty member's rate of pay at the time of retirement. The remaining balance of unpaid leave will be available for use if the retired faculty member is rehired the academic year immediately following retirement (unless the position does not provide sick leave).
  - b. Employees who retire on or after January 1, 2021 will be paid for one-fourth the value of accumulated sick leave balance, up to a maximum payment of 240 hours.
  - c. Such payment will be made only once to any faculty member. That is, such a member who returns to University service after retiring may accrue and use sick leave but may not convert the unused sick leave at the time of the second retirement.
  - d. For the purpose of sick leave payment, the academic year shall be considered 165 days (1,320 hours).

Example: 
$$\frac{\text{accumulated sick leave hours} \times 25\% \times \text{current salary}}{1,320 \text{ hours}} = \text{Sick Leave Payout}$$

- e. Sick leave payout does not apply to any termination or separation other than regular retirement.

#### B. Personal Leave Days

1. Faculty members shall be granted ~~two (2) days~~ 16 hours of paid personal leave per academic year. ~~Such personal leave days shall be used only with prior notice of the Department Chairperson by submission of the Request for Leave form. The Department Chairperson shall forward the Request for Leave form to the Dean. The Dean's office will provide a copy of the form to the Department of Human Resources for record-keeping purposes. A request for the use of personal leave days shall be made at least three (3) days prior to use, except in emergency situations. A Request for Leave Form (found on the BearTrax site) is required to obtain approval for leaves of absence as provided by this Article.~~
2. Except in emergencies, a personal day may be used at any time other than one day before or after a scheduled holiday, unless approved by the Department Chairperson.
3. Unused personal leave days shall not be carried forward to subsequent years.
4. Personal leave shall be granted in 4 hourly increments.

#### C. Jury Duty or Court Summons

1. The University shall grant leave with full pay to any faculty member who:
  - a. Is summoned for court duty or jury duty by a court of competent jurisdiction; or
  - b. Is subpoenaed to appear before any court, commission, board or other legally construed body authorized by law to compel the attendance of witnesses where the employee is not a party to the action.
2. Evidence in the form of a subpoena or other written court notification shall be presented to the Department Chairperson as far in advance as possible and forwarded to Human Resources for record-keeping purposes.
3. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours shall be remitted to the University's Bursar Office.

#### D. Family Leave.

1. Birth Leave. Available sick leave may be used for the temporary disability associated with childbirth, both pre-natal and postpartum. Such leave shall be treated in the same manner as all other use of sick leave.



2. Family care. Available sick leave may be used for the purpose of providing care for a newborn child, newly adopted child, care of an immediate family member.
3. Family leave runs concurrent with Family Medical Leave (FML). Faculty members eligible for FML must certify for such leave with the Department of Human Resources.

E. Military Leave.

1. A faculty member who is a member of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard is entitled to be paid military leave in accordance with Ohio law.
2. To be eligible for this leave and in accordance with federal and state law, the faculty member is expected to provide the order or written statement from the appropriate military commander to his/her department chairperson which shall be forwarded to Human Resources.

F. Paid Professional Leaves.

1. A paid professional leave may be partial or full and requires advance approval from the Provost.
2. The primary purpose of paid professional leave is faculty development: advancing the academic competence of faculty members and enhancing their contribution to the University in teaching, scholarship, and service.
3. A faculty member requesting tuition reimbursement with a partial leave (reduced work load) or a full professional leave will continue to receive pay and University-provided benefits. The tuition reimbursement payment will be in accordance with Article 16. If a faculty member returns mid-semester, or later, he/she may be assigned modified duties by his/her department chairperson or Dean.

G. Paid Sabbatical Leave.

1. Tenured or continuing contract faculty members (with at least seven (7) years employment at Shawnee State University) are eligible to request a paid sabbatical leave following the guidelines as established by the University Faculty Senate in consultation with the Provost and in accordance with the policy approved by the Board of Trustees and requirements of Ohio Revised Code 3345.28.
2. A paid sabbatical leave may take the form of:
  - a. A full semester at 100% salary and benefits; or

- b. An academic year at 66% of salary and benefits
- 3. Upon fulfillment of the sabbatical leave, recipients will submit a report to the President that conforms to requirements of ORC 3345.28 and agree to remain employed at the University for one (1) additional academic year. If the faculty member does not fulfill this requirement, s/he shall be required to refund the compensation received during the sabbatical.
- 4. Upon return to service, the faculty member shall be restored to his/her former teaching assignment, and shall suffer no loss of rank or contract status.
- 5. If applicable, required tuition and mandatory fees for degree or course of study will be reimbursed (subject to receipts verifying the employee's payments).

#### H. Association Leaves.

- 1. Association leave is leave with pay to attend the conventions or meetings of the NEA or the OEA. Association leave shall be limited to five (5) days per fiscal year for the faculty as a whole and shall not include travel expenses or conference fee reimbursement.
- 2. In cases where NEA or OEA programs have academic or professional development merit, faculty shall apply for funds through departmental travel or faculty development procedures. These cases will not be considered Association leave.
- 3. The faculty member shall follow normal course cancellation procedures prior to taking such leave.

### Section 2. Unpaid Leaves.

An unpaid leave is a period of time that a faculty member is authorized by the designated University official(s) to be away from his/her primary job while maintaining the status of employee but without pay.

#### A. Family Medical Leave (FML)

- ~~1. Family Medical Leave shall be afforded to bargaining unit members in accordance with as provided by the Family Medical Leave Act and associated regulations contained in Title 29, Part 825 of the Code of Federal Regulations. FML is unpaid leave but shall be utilized and applied concurrently with available sick leave for a serious health condition or disability greater than three (3) days, including paid leaves outlined in Section 1 of this Article (e.g., birth and family care).~~
- 1. Eligible faculty members shall be entitled to receive leave up to twelve (12) weeks of paid sick leave and/or unpaid leave for:

- a. birth of a child and to care for the newborn child;
- b. placement with the faculty member of a child for adoption or foster care;
- c. a faculty member's own serious health condition (including conditions arising from pregnancy with appropriate medical documentation) or to care for the faculty member's child, spouse, or parent with a serious health condition;
- d. qualifying exigency arising out of the fact that the faculty member's spouse, child or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; or care for a covered service member with a serious injury or illness if the faculty member is the spouse, child, parent, or next of kin of the service member.

## B. Unpaid Medical Leave

1. Upon exhaustion of sick leave and unpaid FML leave as described in this Article, a faculty member may request and shall be granted a leave of absence without pay for a documented medical condition.
2. The faculty member must provide a physician's statement (stating the general nature of the illness, date of medical treatment, and the conditions under which the employee is released to return to work or a statement from the attending physician verifying the illness or injury of the employee's immediate family) with such application at least one (1) week prior to the effective date of the request, except in cases of emergency. The University may request a second opinion from a physician of the University's choosing. Costs associated with obtaining such opinion shall be paid by the University.
3. The faculty member will notify the University of his/her need to utilize medical leave thirty (30) working days prior to the beginning of each semester in which the employee is on unpaid leave status.
4. ~~All such~~ The length of unpaid medical leaves (upon exhaustion of sick leave and FML) will be based on the projected return date provided by the attending ~~physician,~~ medical practitioner and shall not exceed one (1) academic year.
5. While on an approved unpaid medical leave, the faculty member will retain all University-provided benefits except for sick leave accrual and retirement contributions based on salary, provided the faculty member timely remits the established employee contribution payments for a period of six (6) months. The University will consider extending up to an additional six months depending upon the circumstances. Such requests will not be unreasonably denied. If the employee payment contributions are not timely remitted, the employee will forfeit University-provided health plan coverage and may elect health plan continuation under COBRA at 102% of the full cost of the

University's health plan.

C. Voluntary Professional Leave (Unpaid)

1. A tenured, continuing contract ~~and~~ or tenure-track faculty member who has held such status with the University for at least two (2) years shall be eligible to request a professional leave of absence without pay for approved purposes of advanced study, an exchange teaching assignment, travel, government service, or any other professional experience which is related to the field of teaching, or which will improve professional competence as a University faculty member. Such leave will be for a minimum of one (1) semester to a maximum of one (1) academic year.
2. Written request for unpaid professional leave shall be submitted to the Dean for administrative action one (1) year in advance. The leave must be recommended by the faculty member's Department Chairperson and Dean, and approved by the Provost.
3. No University-provided benefits including health insurance are available under this leave. While on unpaid professional leave, the faculty member will be able to purchase health insurance as provided by COBRA provided the faculty member timely remits the employee-contribution payments. The time spent on an approved leave shall be counted as teaching time for purposes of seniority and salary determination.
4. Upon return to service, the faculty member shall be restored to his/her former teaching ~~assignment~~ duties and shall suffer no loss of rank or contract status.

D. Other Unpaid Leaves

1. Eligible faculty members shall be entitled to receive military leave under the federal ~~and Ohio~~ Uniformed Services Employment and Reemployment Rights Act (USERRA) ~~and Ohio Revised Code, Section 5903.02.~~
2. Faculty who are placed on unpaid suspension per Article 18 shall continue to receive University-provided benefits, except for sick leave accrual and retirement contributions based on salary

**Section 3. Procedures**

- A. A Request for Leave Form (found ~~Department of Human Resources web on the BearTrax site~~) is required to obtain approval for leaves of absence as provided by this Article. ~~These forms must be completed by the faculty member, signed by the Department Chairperson, forwarded to the Dean who will submit to the Department of Human Resources by the end of the pay period in which the absence occurs.~~
- B. Return to Work: Upon return to active service, the faculty member shall be restored to his/her former teaching ~~assignment~~ duties and shall suffer no loss of rank or contract status

except that a faculty member who returns from leave mid-semester or later may be assigned modified duties by the department chairperson or Dean.

- C. Declination of Overload and Summer Opportunities: A faculty member on an approved leave of absence will be deemed to have declined all offered summer teaching and/or overload opportunities which occur during the period of the leave.
- D. Continuous Service: Time on approved unpaid leaves of absence shall not break the continuous service seniority of an individual on such leave so long as the faculty member returns to work ~~with no break and~~ immediately following the approved unpaid leave. However, time on such leave shall not be applied to salary schedule increments with the exceptions of:
  - 1. An increment due an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave; or
  - 2. An increment due an individual who returns from an approved unpaid professional leave or ~~USERRA~~ military related leave as defined in this Article.

## **ARTICLE 18. COMPLAINT RESOLUTION AND DISCIPLINARY PROCESS**

### **Section 1. Complaint Resolution.**

#### **A. ~~Complaint Process and Scope~~ Procedure**

1. The purpose of this complaint process is to provide a mechanism to resolve complaints against bargaining unit members in a matter that is consistent with due process and sound academic practice.
  - a. Individual student appeals regarding grades shall be addressed in accordance with the procedures for grade appeals approved by the Faculty Senate (see appendix y) Any changes to this procedure must be made by the MOU process.
  - b. Complaints regarding alleged violations by a bargaining unit member of this agreement or relevant University policies, including, but not limited to, allegations of discriminatory behavior shall be addressed ~~Any matter that has the potential to result in disciplinary sanctions against a bargaining unit member shall be addressed~~ in accordance with the standards and procedures of ~~these procedures~~ of this article. In all such matters, the University must show cause in order to enact discipline. Discipline shall be enacted in a fashion that is progressive and proportionate.
  - c. Complaints that do not allege violations of this agreement or University policies may be addressed through informal mechanisms. The University may offer, at its discretion, to resolve complaints alleging violations of this agreement or University policy through informal mechanisms that do not entail discipline. The bargaining unit member shall have the right to refuse any and all informal resolutions and to pursue his/her rights under this Agreement.

#### **~~B. Complaint Review Process~~ Complaint Receipt Process**

1. Concerns regarding bargaining unit members may be received by any responsible University official. Initial concerns may be raised in person and/or in writing.
2. Upon learning of such concerns, the receiving University official shall direct the matter and/or person to the appropriate University official. Concerns that might implicate violation of University Policies and Procedures related to unlawful discrimination shall

be directed to either the University Title IX officer and/or to the University's Office of Human Resources. All other concerns shall be directed to the Dean of the accused bargaining unit member's college.

3. After meeting with the person who expressed the concern, the Title IX officer, the Human Resource Representative, or Dean ("appropriate University official") shall determine whether or not the concern should become a formal complaint. If the concern is raised by a third party on behalf of another person, the review process shall include an interview with the party on whose behalf the complaint was made. If that person elects not to pursue a complaint, the matter will be dismissed except where required by law.
4. Formal complaints shall be in writing and signed by the complaining party.
5. When required by law, if the complaining party chooses not to submit a written complaint or sign the complaint, the appropriate University official shall reduce the complaint to writing, affirm the validity of the statement with the complaining party, and sign the complaint on behalf of the complainant. The University may initiate an investigation based on anonymous or confidential complaints, but unattributed, anonymous and/or confidential statements shall not be used as evidence in any proceedings. When necessary, the appropriate University official may act as complainant.
6. Bargaining unit members who are the subject of the formal complaint shall have the right to be represented throughout these proceedings by an authorized representative of the Association, unless the bargaining unit member waives that right by signing a waiver form in **appendix ???**. If the bargaining unit member waives that right, he/she may request representation at any point in these proceedings. The appropriate University official shall schedule meetings at reasonable times during which all parties and representatives may be present.
7. All parties and representatives shall maintain confidentiality during this process and limit communication and discussion regarding the matter to a "need to know" basis. No person shall be retaliated against for acting as a witness, complainant, investigator or representative during the complaint process. The University and Association will take reasonable measures to advise all individuals involved in the process including the complainant and the bargaining unit member of the importance of adhering to this provision.

#### C. Formal Complaint Review Process

1. ~~Upon~~ Within two (2) working days of receipt ~~notice of a~~ of a written complaint regarding a bargaining unit member, the appropriate University Official (the Dean, Title IX Coordinator or Human Resources Officer) shall provide both the bargaining unit member and the SEA with a copy of the formal complaint.

2. Within 10 (ten) working days of receipt of the formal complaint the appropriate University official shall complete the initial review of the complaint. This process shall include an initial interview with both the complainant and respondent, who may have SEA representation. No other individuals may be interviewed during this review. Both the complainant and respondent bargaining unit member shall be allowed to supply documentation and names of witnesses.
3. Within five (5) working days of completing review of the complaint, the appropriate University official shall determine the appropriate path to resolve the matter and will notify all relevant parties, including the Association and the bargaining unit member, of the decision.
  - a. If the appropriate University official determines that the matter could potentially warrant formal discipline, the University official shall proceed to investigate or refer the matter to the appropriate person(s) for investigation.
  - b. If the appropriate University official determines that the matter does not warrant formal discipline he or she may dismiss the matter, offer to mediate between the complaining parties and the bargaining unit member, settle the matter with a non-disciplinary advisory letter and/or issue a verbal warning.

~~Dean of the College of the accused bargaining unit member will assess the complaint and determine the appropriate path for review and/or resolution. Upon assessment of the complaint, the Dean shall do one of the following:~~

- ~~a. If the Dean determines that the matter does not merit a disciplinary investigation, the Dean or Dean's designee will meet with the affected member to discuss the matter and attempt to achieve an informal resolution.~~
- ~~b. If the matter involves a possible violation of the University's policy that addresses unlawful discrimination and harassment the Dean will direct the complaint to Human Resources. Bargaining unit complainants who believe they have been the recipient of discriminatory conduct may also complain directly to Human Resources. Discipline resulting from a determination of violation of this Policy shall be in accordance with this Article.~~
- ~~c. If after a preliminary review the Dean determines that the complaint could result in corrective or disciplinary action, the Dean will initiate either an informal or formal action (see Section 2 of this Article) to address the matter as deemed appropriate.~~

## **Section 2: Investigation Procedure**

- A. The investigation may be conducted by the appropriate University official, or by a responsible party appointed by the University official to conduct or assist in the investigation. This investigation may consist of investigatory interviews with the complainant, the bargaining unit member, and witnesses, and collection of relevant



documentation. Both the complainant and bargaining unit member may supply names of witnesses and/or provide supporting documentation to the investigating official.

- B. The investigation shall be completed within 20 (twenty) working days from the date on which the notice of investigation is sent to the bargaining unit member and the SEA. The investigator may request up to an additional 10 (ten) working days to complete the investigation. This request shall be automatically granted. Further extensions shall be by mutual agreement only and will not be unreasonably denied.
- C. At the conclusion of the investigation the investigating officer shall compile a report. This report shall include the findings, describe the evidence considered and reviewed, and be accompanied by copies of all relevant evidence reviewed by the investigator, the name(s) of the complaining parties and the names of all witnesses. The report shall recommend that the matter be dismissed, resolved informally, or that a formal charge should be made to proceed to a formal conduct hearing. If the recommendation is to pursue a formal charge, the report will specify the University policy and/or provision of this agreement alleged to have been violated. Additional charges may not be included in the investigation except by mutual agreement. However, the University may elect to pursue a new complaint. The report shall be sent to the complainant, the bargaining unit member, the Association, Title IX Coordinator where applicable, and the appropriate Dean of the bargaining unit member's college who may be the person who conducted the investigation.
- D. The Dean shall review the report. The Dean may dismiss the matter, offer to settle the matter through an informal mechanism, or determine to proceed to a formal conduct hearing for discipline. If a decision is made to pursue a formal conduct hearing, the Dean will send formal notice to the bargaining unit member, complainant, and Association within five (5) working days of receipt of the report.
- E. This hearing shall take place within 10 (ten) working days of the notice. The hearing shall be scheduled at a time that is reasonably convenient for all parties and representatives.

### **Section 3: Conduct Hearing**

- A. The following people shall be present at the hearing: the Dean, and the bargaining unit member and Association and/or OEA representative unless waived. The Dean may request that the investigator may also be present. Other witnesses may not be present. If the bargaining unit member or Association chooses to have representation of legal counsel, the University may also be represented by legal counsel. The complainant may provide a written statement for the conduct hearing. Such statements shall be provided to the bargaining unit member at least 24 hours prior to the hearing.
- B. The investigator and/or Dean may make an initial statement. The bargaining unit member may then choose to respond or not to respond, or may elect to have the Association representative respond on his or her behalf. The bargaining unit member and/or Association representative shall have the right to present evidence at this meeting.

- C. The bargaining unit member or Association representative may ask questions of the investigator and/or Dean. The investigator and/or Dean may ask questions of the bargaining unit member and/or representative. The Dean may allow or disallow questions.
- D. At the conclusion of this meeting or within 5 working days the Dean will notify all parties in writing of the decision to do one of the following:
  - 1. resolve the charge(s) by mutual agreement up to and including formal actions and/or a last chance agreement subject to review by the parties' legal counsel as appropriate.
  - 2. dismiss the matter without action
  - 3. enact an informal action
  - 4. impose formal action
- E. If formal discipline is enacted, the respondent may request that the matter be adjudicated through the grievance and arbitration process as set forth for disciplinary procedures in Article 19.

**Section 2 4. Disciplinary Actions.**

- A. The University subscribes to the principles of progressive and/or proportional discipline through informal and formal actions. The University shall not impose formal discipline except for just cause. It is the responsibility of the University to demonstrate just cause.
- B. Informal Actions
  - 1. Informal actions are not subject to the grievance process or entered into the bargaining unit member's official personnel file. The bargaining unit member may provide a rebuttal verbally or in writing.
  - 2. If the complaint or supervisory concern appears to be an appropriate matter to be addressed through informal action(s), the Dean may address the complaint in one or more of the following ways:
    - a. Informal mediation.
    - b. Verbal counseling, which may be addressed by the Dean or Department Chairperson;
    - c. A verbal reprimand;
    - d. An advisory letter from the Dean or Dean's designee.
- C. Formal Actions

1. Formal actions will result in documentation included in the bargaining unit member's official personnel file which shall be maintained in the Provost's Office and are subject to the grievance process. Formal actions may include the following:
  - a. A written warning from the Dean that is entered into the faculty member's personnel file;
  - b. Placement on an improvement plan;
  - c. Suspension for up to one academic year with or without pay including suspension from summer school and/or overloads;
  - d. Termination during the contract of any bargaining unit member.
2. An improvement plan may also be utilized along with a written warning or suspension.
3. ~~Just Cause Standard for~~ Basis for Formal Action(s)
  - a. ~~Formal actions shall be imposed only for just cause. Just cause is a reason related directly and substantially to the professional fitness of the collective bargaining unit member one or more of the following areas: Formal actions may be imposed only upon demonstration that a bargaining unit member has engaged in one or more of the following behaviors;~~
  - b. Serious Professional misconduct as defined in Article 7 (Academic Responsibility) and/ or other serious violations of this Agreement or relevant Board Policies;
  - c. Misrepresentation of qualifications or credentials pertaining to employment at the University;
  - d. Plagiarism or other serious dishonesty related to teaching, scholarship, or professional service;
  - e. Incompetence in performance that is directly related to the bargaining unit member's responsibilities to the University;
4. Consistent inability or refusal to fulfill responsibilities to the University;
5. Repeated verbal and/or written refusal to follow legitimate directives or assignments;
  - a. Failure to correct deficiencies in teaching as documented in the Post Tenure review process;
  - b. Personal conduct:

- i. that represents a serious and/or ongoing threat to the health or safety of any person in the University community, or
  - ii. ~~that violates the university policy on discrimination manifests severe or continuing harassment or discrimination,~~ or
  - iii. that otherwise substantially impairs the bargaining unit member's fulfillment of responsibilities to the University;
- c. Persistent or malicious conduct that directly obstructs the performance of instructional or scholarly programs of the University;
  - d. Conviction of felony;
  - e. Suspension of licensure of one year or more or permanent revocation of required professional licensure.

#### D. Administrative Leave Pending Investigation

1. The Provost may place the bargaining unit member on administrative leave with pay and benefits when s/he determines the presence of a bargaining unit member:
  - a. Presents a threat to the health or safety of the bargaining unit member or anyone in the University community; and/or
  - b. Represents a threat of significant disruption or significant interference with the normal and lawful activities of the University community, property, and/or the educational and operational systems.
2. The bargaining unit member may remain on administrative leave pending the disposition of the disciplinary process provided in this Agreement.
3. The ~~Provost~~ **appropriate University official** may also direct that the bargaining unit member be barred from University property and/or access to University systems discontinued.
4. **While on paid administrative leave the bargaining unit member shall be available upon reasonable notice for investigatory interviews and conduct hearings.**

### **Section 3. — Dean's Formal Investigation.**

#### **A. — Initiation of Dean's Formal Investigation**

~~If after the preliminary review of a complaint or administrative supervisory report a formal action is believed to be warranted, the Dean will initiate a formal investigation.~~

- ~~1. Upon the initiation of a formal investigation, the Dean shall notify the bargaining unit member in writing, with a copy to the SEA, that a formal investigation has begun. If administrative leave in accordance with this Article is determined to be appropriate, the bargaining unit member will be notified.~~
- ~~2. In the event that providing the written notice to the bargaining unit member would compromise the investigation, such notice must be sent to the SEA with a rationale for the need to withhold notice to the bargaining unit member until the conclusion of the initial stage of the investigation.~~
- ~~3. The written notice shall include the following:
  - ~~a. The reason for the investigation;~~
  - ~~b. The right to consult with a representative of the SEA and/or OEA; and~~
  - ~~e. The right to request the presence of a representative of the SEA or OEA at any meeting with the investigating officer.~~~~

#### ~~B. Appointment of Investigators and Charge~~

- ~~1. The Dean may assign other investigators who will be responsible to investigate the complaint(s) or supervisory concern and to help assess whether a charge is warranted.~~
- ~~2. The Dean will make a determination as to whether a charge is warranted within twenty (20) working days of the initiation of the investigation and will notify the bargaining unit member and the Association in writing of such determination.~~

#### ~~C. Charge Notice and Dean's Conference~~

- ~~1. The charge notice will specify the: charge(s), the names of the complainants (with the exception of current students whose names may be withheld until a proposal of discipline is made, if any) and a date for a conference to review the charge(s).~~
- ~~2. The conference shall be held within ten (10) working days of the above notice or by mutual agreement. The bargaining unit member may request a delay to this meeting, not to exceed five (5) working days if s/he needs the additional time to prepare an adequate response to the specific charges. This request shall not unreasonably be denied.~~
- ~~3. At this conference, the bargaining unit member shall have the opportunity to review the specific charges and all relevant information identified to date with the assigned investigator, Dean, and/or designee, and respond to the specific charge(s). The Dean or designee shall take into account the bargaining unit member's response and evaluate~~

each piece of information according to its own merit.

4.—At the conclusion of the conference, the Dean will do one of the following:

a.—resolve the charge(s) by mutual agreement

b.—close the investigation without action

c.—enact an informal action

d.—propose formal action

e.—determine if further investigation is warranted and if so shall notify the bargaining unit member in writing within five (5) working days

i.—The Dean may amend the charge(s) during the investigation. If the Dean does so the Dean shall provide notice to all parties and afford the bargaining unit member additional time to respond.

#### D.—Conclusion of Dean's Investigation

1.—The entire investigation is expected to be closed within sixty (60) calendar days after the date the investigation was initiated, unless an extension is agreed to by both parties. Such extension shall not be unreasonably denied.

2.—If the Dean determines that a formal action is not warranted the Dean shall provide the bargaining unit member, the Association and the Provost with a written report.

3.—If at the end of the investigation, the Dean determines that a formal action is warranted, the Dean shall provide the bargaining unit member, the Association and the Provost with a written report within thirty (30) days. This report shall state the investigative findings, the evidence considered, and the proposed formal action.

a.—The findings shall be based on the original and/or previously amended charge(s) and information considered which is relevant to the original and/or previously amended charge(s).

#### Section 4.—Provost's Conference and Decision.

A.—Within five (5) working days of the issuance of the Dean's report the Provost shall schedule a formal disciplinary conference with the bargaining unit member, a representative of the

Association and the investigator. The bargaining unit member may decline attendance and/or respond to the Dean's report in writing.

- ~~B. At this conference both the investigator and the bargaining unit member shall be afforded the opportunity to make a statement. The Provost shall insure that both parties are fully heard. The Provost may ask questions of either party.~~
- ~~1. At the conclusion of the conference the Provost may request additional information from either party within five (5) working days relevant to the original and/or amended charge(s). Any additional information shall be provided to all parties and all parties may have a chance to respond in writing.~~
- ~~C. The Provost shall make a decision within ten (10) working days of the conference (however if additional information is requested by the Provost, the Provost will have mutually agreed upon additional time). If the conference was declined, the Provost has fifteen (15) working days from the date of receipt of the Dean's report to make a decision.~~
- ~~D. The Provost's decision will be based on the original or amended charge(s) and may include any of the following:~~
- ~~1. Dismiss the charge(s) in full or in part~~
  - ~~2. Uphold the charge(s) in full or in part~~
  - ~~3. Determine and apply formal or informal action(s).~~
- ~~E. The Provost's decision shall be the final step in the disciplinary process; this decision may be grieved.~~

## **ARTICLE 19. GRIEVANCE PROCEDURES**

### **Section 1. Definitions.**

- A. A grievance is a claim of any alleged violation, misapplication or misinterpretation of this ~~negotiated~~ Agreement.
- B. A grievant shall be any bargaining unit member, group of bargaining unit members, or the Association acting on behalf of itself or bargaining unit members.
- C. The term “days,” **except where modified below** shall mean working days in which the University is open for business during the academic year (spring and fall semesters). Working days does not include Summer Semester, Scheduled Breaks, Intersession(s), Saturdays or Sundays, or days when classes are not in session.
- D. The time limits set forth in this article may be extended by mutual agreement in writing by the grievant and the University.

### **Section 2. Purpose.**

The purpose of this grievance procedure is to create a collegial mechanism for justly resolving disagreements with respect to specific claims of improper application, violation or misinterpretation of this Agreement. ~~The Parties agree that~~ Informal actions under Article 18 **and interim decisions pertaining to applications for promotion and/or tenure** are not grievable.

### **Section 3. Grievance Procedure.**

- A. Nothing ~~herein~~ contained in this grievance procedure shall be construed to prevent an individual grievant from first seeking to informally resolve a grievance if he/she chooses, provided that such an informal grievance settlement is consistent ~~not inconsistent~~ with the terms of the Agreement and the grievant has not initiated the formal grievance process (i.e. filed a Grievance Form).
- B. In the event that the above informal step is unsuccessful or not exercised, the grievant may contact the Association to file a grievance on **his or her** ~~their~~ behalf. The Association shall distribute the grievance form to the appropriate University Official **(ref. par G)**.
- C. **In all grievances the Association shall have the right to have an Association representative at all grievance meetings throughout the process and review any resolutions to ensure**



compliance with this Agreement.

- D. ~~Formal~~ Grievances must be filed within forty-five (45) working days from the date in which the grievant knew or the date by which a reasonable person should have been aware of the ~~alleged violation, misapplication or misinterpretation of the Agreement. Incident.~~
1. A grievance must identify and reference ~~one or more~~ a specific Articles and Sections of the Agreement alleged to have been violated, misapplied, or misinterpreted.
  2. New issues that may emerge after an initial grievance has been filed will be treated as a separate grievance unless the parties mutually agree to consolidate ~~them~~ into one grievance.
- E. Insofar as practicable, grievance conferences will be scheduled so as not to interfere with the class or work schedule of the grievant, ~~Association representative, or appropriate University official administrative officers~~ whose presence will be required. A grievant shall have the right to be present at any level in the grievance procedure without loss of pay.
- F. Any grievance not acted on in the time limits provided in this article is automatically ~~appealed~~ ~~advanced~~ to the next level, unless the timeline has been extended by mutual agreement.
- G. In cases where grievances are timely filed prior to the last full day of scheduled classes of Spring Semester, working days shall end on the date grades are due, and recommence and continue as of the first full day of scheduled summer classes. Both sides may agree to suspend the grievance clock during the summer.
- H. ~~Formal~~ Grievances will typically be filed at ~~Level I Dean~~ with the office of Labor Relations. The office of Labor Relations will determine the appropriate level at which to commence the grievance in consultation with the Association representative. ~~By mutual agreement of the Association and the University a grievance may be initiated at any higher applicable level.~~
- I. Grievances with respect to discipline shall commence at Level II in accordance with the following procedure. All other timelines in this article shall remain in force. The Provost shall be present at this meeting, or designate a representative to be present on his/her behalf. The bargaining unit member may be present and may be accompanied by an official SEA and/or OEA representative. The purpose of this meeting shall be to review the record of the discipline and determine if there is a possible solution to the matter. If the grievant is not satisfied with the result of this meeting and if the discipline involved suspension of more than two weeks or termination the grievant may automatically proceed to arbitration in accordance with this Article. For disciplinary matters less than or equal to suspension of two weeks the grievant may contact the SEA if they are not satisfied with the result of this meeting.

**Section 4. Level One – Administrative Chair, Assistant Dean, or Dean.**

- A. A meeting shall take place between the grievant and **Administrative Chair, Assistant Dean, or Dean** at a time mutually agreed to by all parties, but no later than ten (10) days following the date the grievance was filed. A grievant may be accompanied by ~~a witness(es)~~, one (1) **authorized** Association representative of his/her choice and/or an OEA Representative. **If witnesses are called the presiding administrator may sequester witnesses. If the Administrative Chair, Assistant Dean, or Dean determines that the presence of a witness is disruptive or irrelevant to the proceeding the presiding administrator may dismiss them.** The University Administration reserves the right to have comparable representation present.
- B. A written answer will be given by the **presiding administrator** ~~Dean or his/her designee~~ no later than ten (10) days after this meeting.
- C. If the **presiding administrator** ~~Dean~~ lacks authority to resolve the grievance, the **presiding administrator** ~~Dean~~ will forward the grievance to Level 2 within ten (10) working days and notify all parties that the matter has been forwarded.

**Section 5. Level Two –Provost or Designee.**

- A. In the event that the ~~formal~~ grievance is not resolved to the satisfaction of the grievant at Level One ~~or the Dean lacks authority to resolve the grievance~~, the grievant may request within ten (10) days a Level Two meeting with the Provost or **his/her Designee**. ~~by filing a grievance form.~~
  - 1. A meeting shall take place between the grievant and the Provost (or his/her designee) at a time mutually agreed to by all parties, but no later than ten (10) days following the date the grievance was filed with the Provost.
  - 2. A grievant may be accompanied by a witness(es), one (1) authorized Association representative of **the grievant's** choice, and/or an OEA Representative. **If the Provost or Designee determines that the presence of a witness is disruptive or irrelevant to the proceeding, he or she may dismiss them.** The University Administration reserves the right to have comparable representation present. The parties may mutually agree to expand the number of representatives for each side.
- B. ~~If the Provost lacks authority to resolve the grievance, the Provost will forward the grievance to Level 3 within ten (10) working days and notify all parties that the matter has been forwarded.~~
- C. ~~Any grievance resulting from formal disciplinary actions addressed in Article 18 (Complaint Resolution and Disciplinary Process) of this Agreement will be initiated at the Provost level.~~

- B. A written answer will be given by the Provost or his/her designee within ten (10) working days after this meeting.

**Section 6. ~~Level Three~~ President.**

- ~~A. In the event that the formal grievance is not resolved at Level Two, the President will review the Provost's decision. The Association or grievant may request a Level Three meeting with the President by forwarding the grievance form within fifteen (15) working days of the Provost's response.~~
  - ~~1. A meeting shall take place between the grievant (or his/her designee) and the President (or his/her designee) at a time mutually agreed to by all parties, but no later than fifteen (15) working days following the date the grievance was filed with the President.~~
  - ~~2. A grievant may be accompanied by a witness(es) and one (1) Association representative of his/her choice and an OEA Representative. The University Administration reserves the right to have comparable representation present. The parties may mutually agree to additional representatives for each side.~~
- ~~B. A written decision will be given by the President within fifteen (15) work days after this meeting.~~

**Section 6. Optional Pre-Arbitration Settlement Meeting**

- A. If the grievance is not resolved to the satisfaction of the grievant at Level Two, within ten (10) working days of the issuance of the Provost's written decision, the grievant or Association may request in writing a pre-arbitration settlement meeting. Such a request must be made by email or other writing to the Office of Labor Relations. If such a request is made, the Office, after consultation with appropriate administrators, will respond to the Association within five (5) working days whether the administration is agreeable to a pre-arbitration settlement meeting or not.
- B. If the administration responds to a request made under section A, above, that it is agreeable to a pre-arbitration settlement meeting, the deadline to formally demand arbitration under Section 7.A., below, will be stayed. If the administration responds to a request made under section A, above, that it is not agreeable to a pre-arbitration settlement meeting, or if no timely request is made under section A, the deadline under Section 7.A., below, will apply.
- C. If the parties mutually agree to a pre-arbitration settlement meeting, the Office of Labor Relations will schedule the meeting at a time that is convenient for all participants. Participants in the meeting may include the grievant, an authorized Association representative, an OEA representative, the Director, the University's General Counsel, and a supervisor or administrator of the University's choosing. Any resolution of the grievance at the pre-arbitration meeting shall be reduced to writing and include a stipulation that the Association will not take the matter to arbitration.

- D. If a pre-arbitration settlement meeting takes place and the parties are unable to resolve the grievance by the conclusion of the meeting, the Association may make a demand for arbitration within twenty (20) working days after the conclusion of the meeting. If such a demand is made, the provisions of Section 7, below, shall apply.

### **Section 7. Binding Arbitration.**

- A. ~~Except as discussed in the previous section the Association may file a demand for arbitration to the American Arbitration Association (AAA) with a copy to the with the Director of Labor Relations within twenty (20) working days after receipt of the President's Level 2 decision. the Association may file a demand for arbitration. The Association will file the appropriate paperwork with the American Arbitration Association (AAA).~~
- B. The SEA Representative and the University ~~President Representative (or his/her designee)~~ will select an Arbitrator pursuant to the voluntary selection rules of the American Arbitration Association (AAA) with the following understandings:
1. The arbitrator will not add to, subtract from, or otherwise change any provisions of this Agreement or the **Ohio Revised Code** not otherwise superseded by this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after **record of the arbitration hearing is closed.** ~~the conclusion of testimony and argument.~~
  2. Any arbitration award involving a salary adjustment shall be limited to the term of this **Agreement.** ~~life of the contract.~~ All other awards shall be limited to a period not to exceed sixty (60) calendar days from the filing of the grievance.
- C. The costs of the services of the arbitrator, and the cost of the hearing room, if any, shall be shared equally by the University and Association.

### **Section 8. Miscellaneous.**

- A. Copies of all written University decisions associated with the processing of a grievance shall be **provided to** ~~given to~~ the grievant and the Association President.
- B. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision.
- C. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- D. By mutual agreement of the Association and the University, a grievance may be initiated at any higher applicable level.

- E. The grievant may withdraw the grievance at any level without prejudice with the understanding that if the same grievance is filed at a later date outside the time limits as defined in the grievance process, it will be considered untimely and dismissed.
- F. A copy of the grievance form shall not become a part of the unit member's personnel file unless the grievant, SEA and University agree otherwise.

## **ARTICLE 20. DISTANCE LEARNING**

Except as provided for below, there is no difference between distance learning and traditional courses in terms of this Agreement and University policies.

### **Section 1. Definitions**

- A. **Online Program:** Non-degree bearing certificates or degree programs in which 80 percent or more of the required courses may be taken as an online course.
- B. **Online Course:** any course offered by the University in which 80% or more of the course, the class meetings and/or instructional materials are online for access from on and/or off-campus sites. In an online course, students may be required to come to campus for exams, class meetings, orientations, labs, or other purposes; however, the clear majority of the work of the course will be online. Distance Learning courses include those that utilize a University-approved learning management system (LMS) to access or facilitate videoconferencing, teleconferencing, mail (email) correspondence, etc.
- C. **Blended Learning Course (also known as Hybrid or mixed mode):** any course offered by the University in which 30-79% of class meetings and/or instructional activities are replaced with online instruction. In a blended learning course, students may be required to come to campus for exams, class meetings, orientations, labs, or other purposes.
- D. **Web-enhanced Course:** any course offered by the University in which less than 30% of the class meetings are replaced with online material. This category will include all courses utilizing the University-approved course management system or other online materials for supplementary purposes even if no class meetings are replaced with online activity.
- E. **Non-internet based distance learning** shall include but not be limited to all courses offered by the University which utilize video conferencing, teleconferencing, mail correspondence, videotape correspondence, or other non-computer based means of teaching in place of one or more in-class meetings for some or all students in a section.
- F. The term distance learning in this article shall apply to online courses, online programs, blended learning courses, and non-internet based distance learning courses. The term distance learning in this article shall not apply to web-enhanced courses, which will be treated as traditional courses.

### **Section 2. Principles for Distance Learning Courses and Online Programs**

- A. No existing course section shall be converted to a distance learning format without approval of the faculty member(s) teaching the course(s). Bargaining unit members who do not approve conversion of a course section to a distance learning format may continue teaching the course in a traditional format. However, when the course is converted to online format, faculty or adjunct may teach the course in accordance with **Section 4. E.**
- B. No existing program shall be converted to an online program without the approval of the faculty following program Bylaw's procedure. The preceding sentence, however, does not prevent the University from launching an online version of an existing program to run concurrent with the non-online program subject to normal University governance procedures.
- C. No faculty member will be required to participate in the development of online course content. Faculty members may choose to participate in online learning by:
  - 1. developing and owning online course content as described in this article
  - 2. working with the University in a joint ownership with a person or entity outside the university to develop course content, as described in this article
- D. Current bargaining unit members will have right of first refusal for the supplemental contract for Joint Ownership Course Content, as discussed below, if the on-line program being developed includes course content within their discipline.
- E. If the University decides to pursue a program outside of current program offerings and expertise, the University will hire full-time faculty required to accomplish the growth objectives of the new program. In the event that the University believes such a program or course must be developed or taught before a search for suitable qualified full-time faculty in the discipline can be completed, the following process will be followed:
  - 1. the Provost will notify UFS and SEA President of the intent to develop an online program or course
  - 2. The notification will include:
    - a. The program name, course numbers, titles, and catalog descriptions of all courses under development.
    - b. The semester the program/course(s) would be developed and/or offered.
    - c. The names, qualifications, and full CVs of all individuals who will be involved in developing and/or teaching the program/course(s).
    - d. The rationale and timing for the program or course under development.
  - 3. Such courses or programs may be offered for up to two years while a faculty search is in progress. If the University is unable to hire a full-time faculty during

this time the course or program will be discontinued unless SEA and University agree to extend the time frame.

### Section 3. Development of distance learning courses

#### A. Approval Process

1. Distance learning courses shall be subject to all policies of the University governance structures to which traditional courses are subject.

~~2. All courses will be reviewed and approved in accordance with the following:~~

~~Prior to offering any course which has not been previously offered through Distance Learning, the course shall be submitted to the UFS Distance Learning course approval process~~

2. Following this initial review, all distance learning courses shall be submitted for review and approval to the Distance Learning Committee whenever major course changes are proposed.

#### B. Course Development

1. No faculty member shall be required to teach distance courses.

2. No faculty member may be required to develop any distance learning materials except as provided on an initial contract as provided in Article 9.

3. Distance learning courses may only be developed by full-time faculty members in the appropriate field of study who have successfully completed one or more Quality Matters courses in design, delivery, or assessment of online or blended courses or who have previous demonstrable and successful experience teaching and developing online or blended courses unless the course was purchased in accordance **Section 2 F.**

4. Any faculty member meeting the qualifications, may convert a course he/she teaches to a distance learning mode without compensation and submit such course for approval. Such courses shall be considered faculty owned courses.

5. The University may offer a supplemental contract to full time tenured or tenure track bargaining unit members for the development of distance learning online or blended learning course content. Such courses shall be considered joint owned courses.

6. Faculty developing distance learning courses may work with instructional designers, consultants, and others with expertise in development of distance learning courses if such individuals are hired or contracted by the university. Instructional designers, consultants,

and others may make suggestions as to course content, design, or other aspects of the class.

7. Final course content is at the sole discretion of the faculty member.
8. All aspects of the course including but not limited to academic content, goals, learning outcomes, course activities, course format and design, syllabus, and assessments, must be approved by the faculty member developing the course.
9. Internet based and blended distance learning courses must use the university approved Learning Management System (currently Blackboard).
10. Faculty who agree to develop a distance learning course will never be expected to complete development of the course in less than 12 weeks.

#### C. Compensation for Development of Distance Learning Courses

1. The University may offer a supplemental contract to a **qualified** bargaining unit member for development of a distance learning ~~online or blended learning~~ **joint ownership** course.
2. Starting with courses developed in Fall 2018 compensation for a newly developed course will ~~range from~~ be \$3,500–\$4,500, **be \$3500 to be paid upon commencement of development and \$1000 to be paid upon approval of the course by UFS. based upon course complexity and as determined by the Provost in consultation with the Distance Learning Committee. Release time may be awarded for the maintenance and updates of the course as determined by the Provost in consultation with the Distance Learning Committee.**

#### C. Updates and Revisions

1. Once the course is developed, the faculty member who developed the course ~~may~~ will make updates and revisions to the class at any time without compensation.
2. The university may offer the faculty member \$1000 to update the course every three years. The university may not require faculty to update a course without compensation. Such compensation will not be required for normal updates to maintain currency of content.

### Section 4: Teaching Distance Learning Courses

- A. No bargaining unit member shall be required to teach a distance learning course except as provided on an initial contract as provided in Article 9.
- B. All distance learning courses shall be taught by faculty or adjuncts employed by the university.



- C. Teaching a course with a distance learning component shall be considered part of a faculty member's normal contractually defined workload.
- D. No additional contract hours shall be earned for teaching web-enhanced, blended learning, online, or non-internet based distance learning classes.
- E. The faculty member who developed the course will have right of first refusal to teach all sections of the course whenever it is scheduled unless it creates an overload. If the faculty member chooses not to teach any section of the course in a given term, the chairperson and/or program director can identify another suitably qualified faculty to do so (i.e. one in the appropriate field of expertise who has successfully completed one or more Quality Matters courses in delivery and assessment of online or blended courses or who has previous demonstrable and successful experience teaching online or blended courses). Faculty teaching distance learning courses shall be evaluated as described in Article 14. Distance learning courses will be assessed on characteristics consistent with the specific delivery method.

**Section 5: University External Purchase of Distance Learning Course(s)**

- A. In accordance with ~~the UFS course~~ the university governance approval processes, the development by or purchase of ~~an~~ any online course may only be undertaken by persons outside of the University when the qualified bargaining unit member declines or is unable to develop such course ~~or a qualified bargaining unit member is unavailable.~~
- B. To offer a new online program where no internal expertise exists, the University will be able to purchase course content in accordance to Section 2 F.
- C. Purchase of commercially developed ancillary software is not considered "development" by persons outside the University.
- D. Course or program content may not be purchased from outside sources without approval of the faculty member developing the course. The decision as to whether an item is ancillary or content is at the sole discretion of the faculty member who developed the course.
- E. The University may contract with an online program management service for recruiting, marketing, technical support, customer support, and the services of an instructional designer.

**Section 6: Ownership, Copyright, and Intellectual Property**

- A. Faculty Owned Courses
  - 1. Faculty who develop material for use in their courses for which they have received no additional compensation whether through released time or additional pay through a

special contract with the University, shall retain all property rights over such material

2. Distance learning material owned by faculty members may not be used by other faculty, staff, adjuncts, or any University employee without the written approval of the owner. In the event that a faculty member other than the owner is assigned to teach the course, the newly assigned faculty member may not utilize any previously developed distance learning materials without the written permission of the owner.
3. If the Provost or Dean desires that a faculty member other than the original developer/owner utilize distance learning materials, either in whole or in part, developed for a course for which a faculty member was not specifically contracted by the University, the University may license the course materials from the owner under the following terms:
4. The owner of the material has the right to refuse to license the material to the University.
5. License rates shall be \$1000 per ~~thirty-six (36)~~ **twelve (12)** month period to be remitted at the time of licensure. ~~Additional payment will be remitted in the amount of \$TBD per credit hour for one (1) section each semester and \$TBD per credit hour for each additional section taught during that semester.~~
6. During the term of the license, the department sponsoring the course may assign any faculty member, adjunct, or other employee to utilize the material.
7. Upon expiration of the license agreement, the University or any of its agents must deactivate the course site and may not retain copies (electronic, paper, or other media) of any of the licensed material.
8. During the term of the contract the University shall not distribute or re-license the course or its relevant material to a third party without the express approval of the faculty member.
9. Faculty development of distance learning material shall be subject to appropriate University policy.
10. Faculty shall be responsible for the upkeep and maintenance of faculty-owned course content/material.

#### B. Joint ownership Course Content

1. The University will offer a supplemental contract to full time faculty for the development of distance learning online or blended learning course content.
2. Qualifications for full time faculty to develop online or blended learning course content are successfully completing one or more Quality Matters courses in design, delivery, or assessment of online or blended courses or previous demonstrable and successful

- experience teaching and developing online or blended courses.
3. Development of such courses may utilize the expertise of instructional designers or other third parties hired by the university in accordance with **section 3B**.
  4. This course content might be piloted one semester with the approval of the Distance Learning Committee. If the faculty member in consultation with the Distance Learning Committee deem the course content successful, the course will then be submitted to the University governance process for approval.
  5. Compensation for newly developed course content will be \$3500 to be paid after the course content is approved by the Distance Learning Committee for the pilot and \$1000 when a course has been passed by the University governance process.
  6. If a faculty member does not complete development of the course content in time to be offered in the pilot semester, then the member will repay any compensation provided for course content development.
  7. These courses are considered jointly owned by the university and the faculty member for three (3) years after development.
  8. During this time, the university may assign faculty to teach these courses only in accordance with section 4 and the following:
    - a. If the faculty member who developed the course does want to teach the course, and would not have an overload if he/she taught the course, but the University desires another individual to teach the course, the University will pay a licensing fee of \$1000 per year to the faculty member who developed the course;
    - b. If the faculty member who developed the course would be in overload or does not want to teach the course the University does not have to pay a licensing fee.
  9. The university may not sell such courses to third parties.
  10. During this three-year period, the University may request that the bargaining unit member enter into a supplemental agreement to refresh the course content as needed. If the supplemental agreement is not executed, the University will transfer its ownership interest to the faculty member and is free to use other resources to design new course content.
  11. Course analytics will be provided to the faculty member to make course improvements.

## **Section 7. Enrollment Limits, and Promotion**

### **A. Enrollment Limits**

1. Except for enrollment limits established in other sections of this Agreement,

enrollment for online or blended learning courses will ~~not exceed twenty-six (26)~~ students unless agreed to by the faculty member teaching the course, and the Provost. be established based on course type by the Distance learning committee after consultation with the appropriate Dean, Chairperson, and faculty member.

2. Faculty may be scheduled to teach more than one section of a blended learning or online course but each section will count in the faculty member's normal workload as a separate course in the calculation of workload.

#### B. Promotion

Development and teaching of **distance learning and** web-enhanced courses may be included as part of a candidate's promotion folder under teaching or professional development.

### Section 7: **Coordination and Training**

#### A. Coordination of Distance Learning Program

1. Each Department with online offerings will have a Department Online Coordinator.
2. The Department Online coordinators shall be faculty members elected by the department and appointed by the Provost for one (1) year terms.
3. The departmental online coordinators will comprise The Distance Learning Committee will make recommendations to the Provost as to who should be appointed to the position of Director of Online Programs.
4. The Director of ~~Distance Learning~~ **Online Programs** shall be a faculty member appointed by the Provost for a **three (3)** year term.
5. If no recommended faculty member is available or willing to serve, then the Provost may appoint a faculty member who is not recommended by the Distance Learning Committee, or a qualified non-faculty member to the position.
6. The Director of ~~Distance Learning~~ **Online Programs** shall receive six (6) credit hours of release time per year, to be distributed over two semesters. Additional hours of release may be granted at the discretion of the Provost.

#### B. Resources and Training

1. The University will maintain a learning management system and the necessary hardware and software to support online, blended, and web-enhanced courses.
2. Technical support and training for the use of distance learning technology will be provided to all faculty.

3. Training will include the introduction to best practices and the utilization of new technologies in distance learning so that the University online and distance learning offerings are high quality and current with latest developments.
4. Training will be offered to all faculty members at least once per year

#### **Section 8: Honors Program Modules**

- A. The university will offer a supplemental contract to full-time tenured or tenure-track bargaining unit members approved by the Honors Program Committee for the development of honors component materials to be posted on the university's learning management system.
- B. Such contracts will be available to full-time tenure track faculty members who have successfully completed one or more Quality Matters courses in design, delivery, or assessment of online or blended courses or who have previous demonstrable and successful experience teaching and developing online or blended courses.
- C. Compensation for development of the honors component module will be \$500 per course to be paid after the materials are approved by the Honors Program Committee.
- D. Faculty retain ownership of the honors component module for their course.
- E. Faculty teaching courses with an honors component will be compensated as if they are teaching a course by arrangement.
- F. Faculty teaching the Honors Seminar developed to accompany such courses will not receive additional compensation but the honors seminar will count in their workload as a team taught course.

#### **Section 9: Massively Online Open Courses (MOOCs)**

- A. For the purposes of this article, MOOCs are defined as online courses for which anyone may enroll without payment of tuition or fees to the university and do not receive course credit. Upon completion of the course, the university may offer the option for a student to purchase course credit through a mechanism to be set by University policy.
- B. No bargaining unit member shall be required to develop or teach a MOOC.
- C. MOOCs may only be developed by full-time tenure track faculty members in the appropriate field of study who have successfully completed one or more Quality Matters courses in design, delivery, or assessment of online or blended courses or who have previous demonstrable and successful experience teaching and developing online or blended courses.
- D. MOOCs are subject to the same approval process as any other distance learning course.

- E. Faculty will receive no compensation for development of a MOOC unless the university decides to allow students to purchase course credit.
- F. The faculty member who develops a MOOC retains full ownership and property rights as described in Section 5.
- G. Offering a MOOC in any given term requires the approval of the faculty member, the department chair, the dean, and the provost.
- H. Teaching a MOOC will not be included in a faculty member's workload unless the university decides to allow students to purchase course credit.
- I. MOOCs will have no contractually defined enrollment limit.
- J. In the event that the university decides to allow students to purchase course credit for a MOOC:
  - 1. The faculty member who developed the course will receive a one-time payment of \$5000 for development of the course after the first student decides to purchase credit.
  - 2. The faculty member teaching the course will receive 1 hour of workload credit each semester a student chooses to purchase course credit.
  - 3. The faculty member teaching the course will receive compensation equal to that of teaching a course by arrangement for each student who decides to purchase course credit.

## **ARTICLE 21. INTELLECTUAL PROPERTY**

### **Section 1: Purpose and Scope**

- A. Shawnee State University is committed to facilitating the dissemination and utilization of the knowledge acquired by research for the public good. The University is also committed to developing existing technologies for licensing and commercialization, and it particularly encourages projects that will contribute to the economic development of the region. In furtherance of such development, the University recognizes the need to protect intellectual property rights of authors and inventors and to include University authors and inventors in the distribution of income derived from its intellectual property.
- B. This Policy is applicable to all departments and units of the University and to all University Personnel.

### **Section 2: Definitions**

- A. “University Personnel” is defined as University faculty, administration and staff members.
- B. “Copyright Work” describes original works of authorship that have been fixed in a tangible medium of expression, including, but not limited to, written materials, dissertations, papers, articles, books, poems, audiovisual materials, videos, audio recordings, architectural drawings, on-line instructional materials, musical compositions, dramatic creations, software, databases, photographs, or sculptures that are likely to be subject to protection under United States copyright law.
- C. “Patentable Inventions” describes inventions, discoveries, and manufacturing designs that have been reduced to practice, and are considered novel and likely to be subject to protection under United States patent law.
- D. “Academic Works” are works created by faculty members within the scope of their regular faculty appointment, including work created while on paid professional or sabbatical leave.
  - 1. Academic works include, but are not limited to, those works including artistic creations created within the scope of their faculty appointment for research, for teaching, whether for a traditional course, a distance learning course, an online course offering, or some other non-traditional setting, unless such work was specifically created as a work for hire. Faculty shall retain the copyright to any Academic Works.
  - 2. Academic Works includes the results of faculty research that results in commercialization as defined in this agreement for purposes of tenure and promotion, and material created for teaching use in the classroom and in department programs, such as syllabi, assignments, tests and other such course materials. Materials created by faculty for distance learning are addressed in Article 20. Faculty retain the right to

- utilize materials developed for distance learning courses for academic purposes related to teaching, scholarship, and service. ~~are included under this category.~~
3. With faculty cooperation, the University may use Academic Works for administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions. The University will not utilize such material for profit unless specifically authorized in writing by the author(s).
- E. “Work for Hire” or “Work Made for Hire” is:
1. A work prepared by University Personnel within the scope of his or her employment that does not meet the definition of an Academic Work as defined by this article.
  2. A work directed by or specially ordered or commissioned by the University via a supplemental employment contract or similar agreement. If support for the work is from an outside contractor or sponsor, the intellectual property ownership may be governed by the contractor or sponsorship agreement.
- F. “Significant Allocation” is: The use of University resources (including, but not limited to, facilities, equipment, staff time, supplies, funds, financial support, or release time from assigned duties) over and above the usual salary or resource assignment where the value of the resources comprises more than half of the cost incurred in creating a work.

### **Section 3: Copyright Work**

- A. All rights granted under copyright law for a particular work remain with the authors (creators) of the work.
- B. The University will not have an interest in copyright ownership of University Personnel works, including academic work products except in the following instances:
1. When the work is a Work for Hire.
  2. When the work is created through a Significant Allocation of University resources for the express purpose of the creation of that work.
  3. In these instances, copyright ownership of the works in question belongs to the University, unless it expressly waives its rights thereto.
- C. Copyrights for course materials developed for use by multiple faculty teaching different sections of the same course shall be shared jointly by the faculty teaching the course and by the University. All parties may make use of such materials for academic purposes. Sale of such materials shall be by agreement of all the parties involved in the creation of such materials and the University.



#### **Section 4: Patents**

- A. The University shall have ownership of patent rights to Patentable Inventions created by University Personnel in direct connection with activities involving a Significant Allocation of University resources.
- B. The University shall convey patent rights to the inventors in accordance with an ~~underlying~~ procedure promulgated by the University President pursuant to the Board of Trustees Intellectual Property policy that will include a percentage to the inventor to this policy. Such conveyance shall be given in writing upon approval by the Provost.

#### **Section 5: Licensing, Royalties and Distribution of Income**

- A. Bargaining unit members may be eligible for participation in the distribution of income. Bargaining unit members may voluntarily agree to license instructional materials created by the bargaining unit member to the University for instructional purposes related to that individual's teaching assignments at Shawnee State University. Before signing the license agreement, the bargaining unit member must consult with the Association. This eligibility does not apply to Works for Hire.
- B. If the University grants a copyright or patent license to a commercial entity, the University may seek a reasonable royalty from the licensee. Royalties earned on any intellectual property owned by or assigned to the University will be distributed to University Personnel in accordance with a distribution schedule established by an ~~underlying~~ procedure promulgated by the University President pursuant to the Board of Trustees Intellectual Property policy that will include a percentage to the inventor.

#### **Section 6: Conflicts of Interest and Researcher Responsibilities**

- A. University faculty and staff may not participate in or be directly involved in negotiating external agreements for intellectual property that is owned, assigned to or otherwise controlled by the University.
- B. University Personnel who hold positions as operating officers or act in key decision-making capacities in businesses that have or intend to establish commercial or business relationships with the University must disclose such positions to the University.

#### **Section 7: Intellectual Property Committee**

- A. The University's Intellectual Property Committee (IPC) advises and makes recommendations to the Provost on the following:
  - 1. Ownership of intellectual property and the distribution of income derived from the intellectual property;

2. Whether the discovery or invention, which is the property of the University, has sufficient value or is of a sufficient interest to the University to warrant its retention;
  3. Whether to pursue patent protection and development of a discovery or invention, which is the property of the University;
  4. Whether to make changes to the policy and or procedures concerning intellectual property.
- B. The IPC consists of four full-time faculty members in addition to the Director of Institutional Research and Sponsored Programs (IRSP). The IRSP Director will serve as co-chair along with one of the faculty members selected by the committee.
- C. IPC faculty members are recommended by the University Faculty Senate in accordance with its procedures and appointed by the Provost.

#### **Section 8: Disclosure of Patentable Inventions and Discoveries**

- A. University personnel who create Patentable Intellectual Property must disclose that information to the Provost.
- B. Promptly after the conception and/or making of an invention or discovery, university personnel must complete and submit an invention disclosure and any necessary supplemental information to the Provost and the Director of IRSP. The Director of IRSP will then forward the information to the IPC for its review.
- C. The disclosure will contain sufficient information to allow the IPC to make an informed recommendation regarding the desirability for the University to retain rights in the invention or discovery. All information, which may reasonably be related to an invention or discovery or patentable invention, will be treated as confidential information.
- D. The co-chairs will convene the IPC annually or as needed to provide advice and recommendations regarding the ownership of intellectual property and the distribution of income derived from intellectual property.
- E. Any committee member who may be impacted by a matter before the committee shall recuse himself or herself.
- F. Following consideration of the invention or discovery, the co-chairs will submit a recommendation to the Provost regarding the desirability for the University to retain rights to the intellectual property.

- G. University may, alone or with the assistance of an external organization(s), make application for patents on any such inventions or discoveries selected by the University for patenting.
- H. Net income from any invention or discovery will be shared by the University and the inventor(s). The remaining fifty percent (50%) of the net income will be the property of the University. For intellectual property generated by faculty inventors, the University's share of the net income will be distributed in accordance with the following schedule unless otherwise recommended by the IPC and approved by the Provost:
  - 1. 50% Inventor's Department
  - 2. 25% Inventor's College
  - 3. 25% IRSP
- I. The Provost has the authority to approve or reject the IPC's recommendations.

## **ARTICLE 22. RETRENCHMENT AND REORGANIZATION**

Days in this article refer to calendar days.

For the purposes of this Article, retrenchment means the elimination of academic programs and/or bargaining unit members.

### **Section 1. Conditions for Retrenchment.**

- A. The reorganization, warehousing, or closure of academic programs that do not substantially affect currently employed bargaining unit members are not subject to this Article. In such a case, the relevant University governance procedures will be followed.
- B. The elimination or reassignment of currently employed bargaining unit members may occur under the following conditions:
  - 1. Change(s) in the University's mission and goals that are established through the University Faculty Senate governance procedures.
  - 2. Upon determination through the normal ongoing academic program review process that a major or program is no longer viable after completion of a program improvement plan (approved by the Dean and accrediting body, if applicable) due to such factors as: a pattern of declining enrollment, loss of accreditation, licensure or regulatory changes, failure of the program to meet academic goals.
  - 3. Determination by the Provost in consultation with the Deans and department chairpersons of a need to reorganize Colleges, Departments, or make modifications to Majors or non-major (minors or concentrations) academic programs.
  - 4. The University faces the need for quick and substantial retrenchment due to documented extreme circumstances beyond the general pattern of declines in enrollment and/or income that would not allow the University to continue to operate without a reduction in force.
- C. In such cases in which bargaining unit members may be impacted such actions will be based on qualifications and seniority. Annually, bargaining unit members will provide the department chair with an updated CV and a list of all courses they are qualified to teach by October 1 of each academic year. The Association and the University will cooperate to develop a seniority list that incorporates all eligible personnel and submit to the Provost by March 1, 2019. This list will be updated on an annual basis.

- D. Faculty may be reassigned to other Departments, Majors or non-major academic programs by mutual agreement between the bargaining unit member, the relevant Dean(s) and Provost and the relevant Departments.

## **Section 2. Procedures for a long range Determination of Reduction in Force (RIF).**

This section is applicable when there is a sustained trend of substantial lower enrollment in the University that meets the conditions defined in Section 1B.

- A. Retrenchment using the long-range process as a result of the conditions identified in Section 1.B. par. 1 through 3 may occur in academic departments, majors, minors, and concentrations as follows:
- B. Procedures:
  - 1. The ~~President~~ Provost of the University shall officially notify the following parties in writing:
    - a. The President of the SEA
    - b. The President of the Faculty Senate
    - c. The potentially impacted department Chairperson and Program Director or Coordinator
- C. Upon issuance of this notice the University ~~President~~ Provost shall create and convene a committee composed of three administrators chosen by the University Provost and three bargaining unit members chosen by mutual agreement between the SEA President and UFS President to review the matter and develop a report to address the issues and possible alternative actions. At least one of the bargaining unit members must be from the affected unit, with a preference for all colleges being represented. The committee shall elect a chair who shall be responsible for convening and presiding over committee meetings and for delivering the recommendation on schedule.
  - 1. The report shall be submitted to the University Provost within forty-five (45) calendar days from the date of this meeting.
  - 2. The University Provost will include the report along with his/her recommendations regarding proposed actions to the President and Board of Trustees.
  - 3. Upon approval by the Board of Trustees, notification of layoffs or reassignments shall be provided to affected bargaining unit members one (1) year prior to reducing faculty or closing the program and shall include a rationale for the action.

### **Section 3. Financial Instability.**

This section is applicable when there is a sustained trend of substantial financial losses for the University.

- A. When the University reasonably foresees a significant deterioration in the financial stability of the University this Section shall apply.
- B. The University Provost shall notify the President of the Shawnee Education Association and the President of the Faculty Senate providing evidence that describes the financial circumstances.
- C. The University Provost will convene a Joint Review Committee consisting of three (3) University officials appointed by the University President and three (3) individuals selected by the Association with a preference for all colleges being represented. The committee shall elect a chair who shall be responsible for convening and presiding over committee meetings and for delivering the recommendation on schedule.
- D. This Joint Committee shall review the notice and the accompanying data, and any other relevant documents. The committee shall make recommendations to the Provost concerning the financial circumstances and recommendations for methods to avoid financial exigency. These recommendations will be submitted to the Provost within sixty (60) days after convening. The Provost with the approval of the President and Board of Trustees may take action upon receipt of the Joint Committee's recommendation.

### **Section 4. Imminent Reduction in Force.**

- A. An imminent reduction in force may occur when the President with approval of the Board of Trustees makes a determination of financial exigency as defined in Section 1.B.4.
- B. The University President shall notify the President of the Shawnee Education Association and the President of the Faculty Senate providing evidence that supports the extreme circumstances.
- C. This notice shall include a rationale for the determination and supporting data. The Provost shall schedule a meeting to discuss the matter and solicit possible alternative actions with the UFS and Association President to ascertain if it is possible to address the issues without a reduction in force. Such alternative proposals may be submitted in writing to the Provost within 15 calendar days after this meeting.
- D. Within fifteen (15) calendar days of receipt of the Association's written recommendations, the Provost will submit the report to the University President along with the determination that a reduction in force or furloughs is necessary.
- E. The University President (or designee) will notify the Association of the final decision

regarding the reduction in force.

- F. Individual notifications to affected faculty members shall be in accordance with the Procedures for Retrenchment identified in this Article.

### **Section 5. Procedures for Retrenchment.**

The procedures to be applied under retrenchment conditions shall be as follows:

- A. In cases where a major or program is retrenched, the University will limit the impact of retrenchment to the directly affected academic unit.
- B. In all cases, bargaining unit members already employed by the University shall have a priority of employment as follows:
  1. Tenured and/or continuing contract faculty in the programs and areas of academic specialization in which they were initially hired to teach or demonstrated competence based on previous teaching and/or preparation;
  2. Tenure-track faculty in their specialization or area(s) of competence;
  3. Full-time instructors (non-tenure) in their specialization or area(s) of competence;
  4. Full Time Online Faculty (non-tenure) in their specialization or area(s) of competence;
  5. Visiting faculty in the programs and areas of academic specialization in which they were initially hired to teach or demonstrated competence based on previous teaching and/or preparation and/or;
  6. Part-time faculty in the programs and areas of academic specialization in which they were initially hired to teach or demonstrated competence based on previous teaching and/or preparation.
- C. A retrenched bargaining unit member's specialization or area(s) of competence shall be based upon the individual's teaching history at Shawnee State University, relevant scholarship, and academic degree. In cases where a bargaining unit member is reassigned to a different department that person's credentials shall be reviewed by the relevant Department Chairperson and faculty to determine appropriate course assignments.
- D. If retrenchment occurs, the University shall ~~make every effort to~~ consolidate part-time **faculty** positions into full time **faculty** positions in order to accommodate a retrenched bargaining unit member in his or her specialization or area(s) of competence.
- E. The University shall ~~make every effort to~~ relocate displaced faculty into other vacant **non-bargaining unit faculty** positions, administrative, or staff positions needing personnel as the faculty member's qualifications permit. If a shift involves movement to an administrative

or staff position, the salary and other conditions of employment shall not exceed those which are shown in the guidelines for the administrative or staff position. If the ~~appointment~~ reassignment is to a full time faculty assignment, the rank and salary shall be the same as held by the faculty member being transferred.

- F. When an opportunity arises to potentially preserve full-time employment for a member who has been retrenched, by combining a needed part-time administrative role with a part-time teaching role, the University will work with the Association to explore the feasibility of such a combination. If feasible, the combined role will be effectuated. When this occurs, the employee will not be a bargaining unit member while he/she holds the combined position and his/her credit towards seniority will be suspended while in the combined role. In this situation the employee retains the right to reinstatement to a full-time, bargaining unit position to the same extent as other members who have been retrenched. Employee salary will be prorated based on the proportion of time devoted to each role. The faculty portion will be calculated in accordance with the CBA.
- G. The Provost's office will send individual notifications of displacement to impacted bargaining unit members once the provisions of subsections A-E of this section have been completed.
- H. Displaced faculty who file a complete, up-to-date dossier (up to date CV and a list of courses they are qualified to teach) with Human Resources will be considered for such positions by submitting a formal application for a period of one (1) year following the date of retrenchment. Consideration will be given for faculty openings for an additional three (3) years upon receipt of notification of interest by the displaced faculty member.
- I. A faculty member whose academic unit has been reduced but not eliminated shall have his/her contract placed in suspension and will have recall rights to that program or unit for three (3) years. A right to recall means that the retrenched bargaining unit member has first rights to a position for which he/she is deemed qualified by the department chairperson and Dean in accordance with reasonable applications of standards of academic merit.
- J. During the three (3) year period, the faculty member's advancement in the salary system shall cease. Upon recall, the faculty member will enter the salary system at the level held at the time of retrenchment, unless additional degrees, credit hours, and/or related professional experience were earned during the period of retrenchment place the faculty member at a higher salary level as determined by the Provost and the SEA.
- K. A faculty member whose academic unit has been eliminated shall have his/her contract placed in suspension and will have recall rights to the program or unit should it be reinstated within a three (3) year period.
- L. Bargaining unit members who are terminated through the processes of this article, and who choose to continue their insurance benefits per the Consolidated Omnibus Budget Reconciliation Act (COBRA), will receive a health subsidy to offset their monthly COBRA payment. The subsidy will be the difference between the established COBRA rates and the



bargaining unit member's monthly contributions in effect at the time of separation. The subsidy will remain in effect through for three (3) months, provided the bargaining unit members contributions remain in good standing. The University shall cease payment of all the faculty member's other benefits upon retrenchment. The faculty member may continue all benefits provided by the University at the time of retrenchment as provided for in COBRA.

- M. Determination of affected bargaining unit members shall be based on seniority as defined in this Article, with the most senior person in an affected academic unit of instruction or program to be laid off last. Recall shall be in inverse order of seniority as defined in Section 7: the last person laid off shall be the first person recalled.

### **Section 6. Notification of Layoff.**

- A. For purposes of this Article, notice to the bargaining unit member of reassignment, layoff or permanent separation improvement, non-renewal, or termination will be provided by: ~~is defined as:~~
1. A personally-delivered document, and/or
  2. ~~By~~ Certified U.S. mail to the faculty member's last address provided by the member for payroll purposes.
- B. The University's obligation to serve notice is met if the date of personal delivery or the postmarked date of mailing is on or before the date of notification stated in this Article.
- C. The layoff shall commence on the date set forth in the notice.
- D. In the case of a bargaining unit member's layoff status, the ~~Provost~~ University will stipulate that his/her contract suspension was due to program retrenchment.
- E. In the case of layoff or elimination of the position of a bargaining unit member the University shall provide the bargaining unit member with a letter upon request explaining the conditions of retrenchment and the University will not dispute payment of unemployment benefits.

### **Section 7. Seniority.**

- A. Seniority shall be defined as the length of continuous employment as a full-time bargaining unit member with the University or its predecessors. Time spent on an approved leave of absence with no break in service shall be considered continuous service.
- B. The following situations shall constitute a break in continuous service for which seniority is lost:
1. Discharge for just cause. However, if reinstated, seniority shall be considered

continuous.

2. Retirement
  3. Resignation
  4. Non-renewal of contract. However, if reinstated the following academic year, seniority shall be considered to have been continuous.
  5. Retrenchment. However, if recalled within one academic year, seniority shall be considered to have been continuous.
  6. Failure to return to work within thirty (30) calendar days of receipt of recall from layoff.
  7. A resignation where the faculty member is re-employed or reinstated after thirty-one (31) days or more.
- C. Seniority shall not accrue during the time spent out of the bargaining unit as an administrator, but previously accumulated seniority shall not be lost. A bargaining unit member shall not accrue seniority while on retrenchment, but shall retain seniority earned prior to retrenchment.

### **Section 8. Seniority Determination.**

For retention purposes, if two (2) or more faculty members have the same length of continuous service, seniority shall be determined by the following factors in order:

- A. Tenure/Contract Status: The retention order shall be as follows: Tenured Professors, Tenured Associate Professors, Assistant Professors with Continuing Contract, Tenure Track Assistant Professors, Senior Instructors in Tenure Track positions, Instructors in Tenure Track Positions, FTIs, and FTO's.
- B. Areas of Specialization
- C. Level of Degree
- D. Date and Time of Hiring

### **Section 9: Reorganization**

- A. In the event that the university desires to reorganize academic departments, programs, colleges, or other academic units, the university will notify the SEA President and UFS President. The notification will include the goals, need, rationale, and a timeline.
- B. The Association and the UFS will have the opportunity to discuss the proposal and provide written feedback which will be considered by the University.

- C. If the proposal does not conflict with the provisions of this Agreement, the reorganization process shall adhere to the procedures of the UFS Constitution.
- D. A reorganization cannot reduce bargaining unit members or remove duties as defined in this Agreement.

**ARTICLE 23. SIGNIFICANT DISRUPTIONS TO ACADEMIC OPERATIONS**

- A. The University is subject to a myriad of possible extended disruptions to the delivery of educational services due to major disasters, pandemics, and other cataclysmic events. In the interest of students continuing their educational goals, conserving public funds, and continuing the University's mission during and after an emergency, this Article applies.
- B. Subject to directives from state and/or federal authorities to the contrary, the University will continue to pay salary and benefits of faculty so long as the semester or session is determined salvageable, which may require flexibility in order to assist with the successful completion of the semester or session including scheduling, changes in the academic calendar, teaching and other duties on weekends or on scheduled breaks (e.g. spring break) within the semester or session without additional compensation. Faculty members will work with administration to assure that timely communication to students occurs.
- C. If a semester or session cannot be salvaged the University will maintain pay and benefits in order to ensure continuity of the institution and to assure the University can be reconstituted once the emergency subsides. Faculty members accepting salary and benefits while the semester or session is cancelled are required to perform reasonable services that may not be consistent with normal responsibilities or work schedules. Individuals who elect not to perform reasonable services may have their pay and benefits terminated. Individuals who fail to return upon the University's request to help in the resumption of normal University activities shall be required to refund the University or elect to remit payment through automatic deductions from his/her paycheck an amount equal to pay and benefits received during the emergency.
- D. If more than one semester (excluding summer) in sequence is cancelled the parties agree to meet and negotiate continuance of pay and benefits and duties associated therewith.
- E. This Article does not apply to events and resulting workforce actions addressed in Article 22, Retrenchment.

## **ARTICLE 24. NO STRIKE/NO LOCKOUT/NO REPRISALS**

### **Section 1. No Strike.**

The Association and its officials shall not authorize or engage in a strike, slow-down, or any other form of a work stoppage during the term of or any stipulated extension of this Agreement.

### **Section 2. No Lockout.**

During the term of or any stipulated extension of this Agreement, the University administration shall not lock out or otherwise prevent employees from performing their regularly scheduled duties, unless such employees have been placed on administrative leave or suspended as addressed in Article 18.

### **Section 3. No Third Party Picketing.**

The Association will not honor a picket line of any other labor organization affecting the operation of the University.

### **Section 4. Agreement.**

After ratification of this Agreement, both parties agree to abide by this Article.

### **Section 5. Violations.**

Either party may utilize the remedies provided in O.R.C. Chapter 4117 or procedures outlined in Article 19 for violations of this Article.

### **Section 6. No Reprisals.**

The Association and the University agree that there will be no reprisals by either party to this agreement or any agents of either party for actions taken or not taken during the collective bargaining process for this agreement.

**ARTICLE 25. TERMS OF AGREEMENT**

This Agreement shall become effective on August 27, 2018 and remain in full force and effect until midnight on the last day before the start of the Academic Year 2021-2022 (as reflected on the approved AY calendar).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives.

Shawnee Education Association

Shawnee State University

by \_\_\_\_\_  
Eugene H. Burns, Jr., PhD  
Association President

by \_\_\_\_\_  
Jeffrey Bauer, PhD  
Interim University President

by \_\_\_\_\_  
Ms. Francesca Hartop, Chairperson  
Shawnee State University  
Board of Trustees

## **APPENDIX A**

### **PROMOTION AND TENURE GUIDELINES, CRITERIA AND SOURCES OF EVIDENCE**

#### **Section 1. General.**

Faculty members submitting an application for promotion ~~on the first day of~~ in fall semester ~~2015~~ 2018 will be evaluated under the criteria in place at the last day of spring semester ~~2015~~ 2018, unless they specify on the promotion form that they wish to be evaluated using the criteria in this agreement. ~~Subject to Article 11, Section 4, the following criteria, upon adoption, shall become effective AY16-17.~~

#### **Section 2. Excellence in Teaching.**

##### **A. Guidelines for Evaluating Excellence in Teaching**

1. Candidates must provide documentation for all five criteria for excellence in teaching.
2. Sources of evidence for each criterion are divided into two lists. Candidates must include all sources of evidence on list A. Sources of evidence on list B are not required but can strengthen an application.

##### **B. Criteria for Excellence in Teaching:**

Criterion 1: Currency in Field. Teaching reflects currency of subject matter. The following sources of evidence can be used to demonstrate currency:

1. List A (all are required)
  - a. Dean's, chairperson's, and/or departmental colleague's observations of teaching, colloquia or other public presentations.
  - b. Syllabi of courses taught.
  - c. Student opinions about course content and presentation style as determined by teaching evaluations and/or letters of student support.
  - d. Candidate generated narrative of teaching philosophy, plans, techniques, effectiveness, etc.

2. List B (optional)

- a. Peer review of course content, assessment devices, curricular materials, pedagogical techniques, etc.
- b. Scholarly writings or presentations (not otherwise utilized in promotion materials) on teaching and education, the role of the University, etc.
- c. Participation in university, community, and/or professional activities concerning teaching and education.
- d. Development of improved instructional materials.
- e. Consulting, or part-time work (no more than 20 hours per week on average) within one's discipline.
- f. Completion of continuing professional education courses.
- g. Completion, or satisfactory progress towards completion, of a doctoral degree or a second masters.
- h. Attainment of or optional certification within one's discipline (e.g., Certified Management Accountant) or related to teaching (e.g., Sloan Certification or Quality Matters).
- i. Other documentation showing efforts to remain current in one's field.

C. Criterion 2:

Effective Communication: Information is communicated to students in an effective manner. The following sources of evidence can be used to demonstrate effective communication:

1. List A (all are required)

- a. Dean's, chairperson's, and/or departmental colleague's observations of teaching.
- b. Student opinions about course content and presentation style as determined by teaching evaluations and/or documentation of student support.
- c. Syllabi of courses taught.
- d. Candidate generated narrative of teaching philosophy, plans, techniques, effectiveness, etc.

2. List B (optional)
  - a. Examples of communicating subject matter by different means or methods such as lecture, discussion, lab exercise, demonstration, and practical experience.
  - b. Mentoring of students in undergraduate research / scholarly projects and creative works.
  - c. Recognition for program/teaching activities by reputable internal or external bodies (e.g.: SSU Distinguished Teaching Award, accrediting organizations, etc.).
  - d. Mentoring students in non-course related activities or projects designed to promote student professional growth.
  - e. Other documentation demonstrating effective communication in teaching.

D. Criterion 3:

Fair Evaluation: Evaluation of students is conducted in a fair and unbiased fashion. The following sources of evidence can be used to demonstrate fair evaluation:

1. List A (all are required)
  - a. Dean's, chairperson's, and/or departmental colleague's observations of teaching, colloquia or other public presentations.
  - b. Syllabi of courses taught.
  - c. Student opinions about fairness of evaluation as determined by teaching evaluations. Letters of student support may also be included.
  - d. Sample assessment tools (e.g. exams, quizzes, assignments, etc.).
  - e. Candidate generated narrative of teaching philosophy, plans, techniques, effectiveness, etc.
2. List B (optional)
  - a. Peer review of course content, assessment devices, curricular materials, pedagogical techniques, etc.
  - b. Other documentation of faculty member's assessment techniques and evaluation of student performance.



E. Criterion 4:

Appropriate Course Offerings: The candidate teaches courses needed by the department consistent with the candidate's advertised position and established scheduling procedures. The following sources of evidence can be used to demonstrate appropriate course offerings:

1. List A (all are required)
  - a. Syllabi of courses taught.
  - b. Chair and/or Dean's letter(s) or evaluation(s).
  - c. Candidate generated narrative of teaching philosophy, plans, techniques, effectiveness, etc.
2. List B (optional)
  - a. Unique contributions to the educational aims of the department in relation to program needs (not otherwise utilized in service or scholarship section).
  - b. Interacting with or serving as liaison with other institutions of higher education or K-12 institutions (not otherwise utilized in promotion materials) in the advancement of their field of study or collaboration between institutions.
  - c. Mentoring undergraduate students in senior projects.
  - d. Mentoring undergraduate students in small research projects designed solely to teach students laboratory skills and processes.
  - e. Other sources of evidence showing that the faculty member has taught the courses he/she was asked to or expected to teach by the department.

F. Criterion 5:

Academic Rigor: The candidate teaches at a level of academic rigor appropriate to the level of the course. The following sources of evidence can be used to demonstrate academic rigor:

1. List A (all are required)
  - a. Dean's, chairperson's, and/or departmental colleague's observations of teaching, colloquia or other public presentations.
  - b. Syllabi of courses taught.

- c. Student opinions about course content and presentation style as determined by teaching evaluations. Letters of student support may also be included.
  - d. Sample assignments.
  - e. Candidate generated narrative of teaching philosophy, plans, techniques, effectiveness, etc.
2. List B (optional)
- a. Peer review of course content, assessment devices, curricular materials, pedagogical techniques, etc.
  - b. University or outside recognition for teaching activities (e.g.: college teaching award, distinguished teaching award, etc.).
  - c. Recognition for program/teaching activities (not otherwise utilized in promotion materials) by internal or external bodies (e.g.: accrediting organizations, Princeton Review, etc.).
  - d. Structuring courses to be compliant with specialized accreditation requirements (e.g., IACBE).
  - e. Course development, course redesign, teaching projects, course reports and/or notebooks/course books.
  - f. Course changes or improvements reflect mean score of course standardized test meets or exceeds national benchmarks.
  - g. Teaching exemplars that demonstrate course objectives are appropriate for the course level.
  - h. Other sources of evidence showing level of academic rigor in courses taught.

### **Section 3. Scholarship.**

#### **A. Guidelines for Evaluating Scholarship**

1. Recognizing that Shawnee State University is primarily a teaching institution, no faculty member shall be required to publish in order to achieve promotion or tenure, although publication may be used as a source of evidence to meet appropriate criteria.
2. Candidates applying for promotion and/or tenure under substantial contributions in scholarship must provide documentation for criteria 1 and 2. Candidates applying for promotion and/or tenure under outstanding contributions in scholarship must provide

documentation for all four criteria.

## B. Criteria for Scholarship

Sources of evidence for each criterion are divided into two lists. The candidate must include at least one (1) source of evidence from list A or at least three (3) sources of evidence from list B.

1. Criterion 1: Productivity. Scholarship has produced scholarly artifacts during the review period. The following sources of evidence can be used to demonstrate productivity:
  - a. List A - any one of the following may be used as evidence for this criterion:
    - i. Author of books, book chapters, articles, or treatises in peer-reviewed scholarly professional publications or accepted for publication.
    - ii. Producing creative works or collaborations or invited public readings.
    - iii. Author of textbooks or textbook chapter or having the same accepted for publication.
  - b. List B (if no sources of evidence from list A are present, candidate must have at least three sources of evidence from this list)
    - i. Conducting research or scholarly activities, which may involve undergraduate students, in projects designed to contribute knowledge to the discipline, and results in publications or presentations in non-peer reviewed journals or journals devoted to undergraduate research, or at conferences, including those within the university such as Celebration of Scholarship. If student(s) are directed by faculty members, it is not necessary for the advisor's name to be included on the paper/poster/talk-abstract for this to be considered a source of evidence.
    - ii. Submitting proposals for grants, contracts or similar financial support for research or scholarly activities, which may involve undergraduates, from government, foundations, or other sources including internal university grants programs other than those included as service.
    - iii. Giving scholarly presentations or mentoring students who give scholarly presentations, including talks, panels, and posters, to academic or professional organizations or to the university community.
    - iv. Holding offices, positions, or serving as a referee in professional academic organizations or on scholarly editorial boards.
    - v. Statements from faculty, department chairpersons, or members of a research

team attesting to the candidate's scholarly contributions and activities.

- vi. Awards, honors and other recognition of contributions resulting from the candidate's research or scholarship.
- vii. Achieving or maintaining professional certification/ licensure in an advanced degree or degree in an additional field beyond what is required by the University to maintain employment.
- viii. Integration of evidence based practice, including continuing education.
- ix. Documented clinical research.
- x. Coordinating clinical faculty/preceptor inter-rater reliability.
- xi. Scholarly work related to P-12 curriculum project which is not used in Service.
- xii. Author of or major contributor to program self-study if not included in Service.
- xiii. Development of a workbook, lab manual or ancillary material for classroom and/or lab instruction that is used to support classroom instruction if not included in Teaching.
- xiv. Author of or major contributor of scholarly research necessary for program accreditation if not included in Service.
- xv. Statements from Principal Investigators attesting to the candidate's contributions and activities within a research team.
- xvi. Evidence of confidential commercial scholarly activity, particularly in engineering, which has been verified as scholarly by the department.
- xvii. Completing or making satisfactory progression towards an advanced degree or certification in the candidate's subject area.
- xviii. Serving as an exam item writer for licensing or certification exams.
- xix. Mentoring an individual or group in the process of evidence based change in a clinical practice.
- xx. Facilitating a journal club for a clinical agency.
- xxi. Author of book review (published or accepted for publication).
- xxii. Completion, or satisfactory progress towards completion, of a doctoral

degree or a second masters.

- xxiii. Serving as a regionally, nationally, or internationally recognized expert in a field related to the candidate's faculty appointment by contributing to print, broadcast, or digital media outlets.
- xxiv. Publishing books or articles written for general audiences in a field related to the candidate's faculty appointment.
- xxv. Artifacts not listed above that represent pursuit of creative or scholarly endeavors.

2. Criterion 2: Currency. Scholarly activities have been conducted at Shawnee State University during the period being evaluated.

Such activities may be multiple discrete, short term projects or one on-going project. The following sources of evidence can be used to demonstrate currency:

- a. List A - any one of the following may be used as evidence for this criterion. The candidate must include a narrative explaining how this item meets this criterion.

All sources of evidence in List A for criterion 1 if they have occurred during the evaluation period and were at Shawnee State University.

- b. List B (if no sources of evidence from list A are present, candidate must have at least three sources of evidence from this list). The candidate must include a narrative explaining how each item meets this criterion.
- i. All sources of evidence in list B for criterion 1 if they have occurred during the evaluation period and were at Shawnee State University.
  - ii. Consulting, or part-time work (no more than 20 hours per week on average) within one's discipline.
  - iii. Attendance at workshops, presentations, or other such events (e.g., Sloan distance learning courses not leading to certification; presentations by SSU's Teaching & Learning Center.).
  - iv. Attending scholarly meetings, seminars, workshops, conferences, or other gatherings.
  - v. Other relevant documentation of candidate's currency in scholarship.

3. Criterion 3: Sustained Activity: Scholarly activity has been on-going throughout the evaluation period. Such activities may be multiple discrete, short term projects or one on-going project. The following sources of evidence can be used to demonstrate sustained activity:

The university recognizes that the process leading to the production of scholarly artifacts can be lengthy and variable in its timeframe. It is not expected that artifacts be produced regularly. However, it is expected that there is evidence of research and/or scholarly activity (in all stages of the process) throughout the review period.

- a. List A - any one of the following may be used as evidence for this criterion. The candidate must include a narrative explaining how this item meets this criterion.

All sources of evidence in List A for criterion 1 if they have occurred during the evaluation period and were at Shawnee State University.

- b. List B (if no sources of evidence from list A are present, candidate must have at least three sources of evidence from this list). The candidate must include a narrative explaining how each item meets this criterion.

- i. All sources of evidence on List B in criterion 1 and 2 as long as they have occurred at varying times throughout the evaluation period.

- ii. Other relevant documentation of candidate's sustained activity.

- 4. Criterion 4: Significance: Scholarly activities are either independently directed or are part of a collaboration where an appropriate level of contribution is made, and are of significant scholarly value as defined by peers within the candidate's discipline. The following sources of evidence can be used to demonstrate significance:

Mentoring Committee, DPSC, and the College Promotion Committee should keep in mind that this criterion requires the candidate to direct the scholarly activity or make a significant contribution. It does not require that all research or scholarly activity be independently performed by the candidate. Research or other scholarly activity involving undergraduate students is permitted.

- a. List A - any one of the following may be used as evidence for this criterion. The candidate must include a narrative explaining how this item meets this criterion.

All sources of evidence on List A for criterion 1 may be used but the candidate must demonstrate that scholarly activities are of value to the discipline.

- b. List B (if no sources of evidence from list A are present, candidate must have at least three sources of evidence from this list). The candidate must include a narrative explaining how each item meets this criterion.

- i. All sources of evidence on List B in criterion 1 and 2 as long as the candidate demonstrates that scholarly activities are of value to the discipline.

- ii. Statements from faculty, department chairpersons, or members of a research team attesting to the candidate's scholarly contributions and activities.

- iii. Other relevant documentation of candidate's significant scholarly activity.

#### **Section 4. Service.**

##### **A. Guidelines for Evaluating Service**

Candidates applying for promotion and/or tenure under substantial contributions in service must meet criteria 1 and 2. Candidates applying for promotion and/or tenure under outstanding contributions in service must meet all four criteria.

##### **B. Criteria for Service**

Sources of evidence for each criterion are divided into two lists. Candidates must include all sources of evidence on list A and at least three (3) sources of evidence on list B.

1. Criterion 1: Multiple Levels of Service: There is evidence of work at multiple levels of service (e.g., departmental, college-wide, university-wide, community, professional organizations, SEA, OEA, Ohio Board of Regents, and others). The following sources of evidence can be used to demonstrate multiple levels of service:
  - a. List A (all are required)
    - i. Statements from committee chairpersons regarding the candidate's participation and accomplishments. If candidate for promotion is the committee chairperson, another member of the committee may provide this statement.
    - ii. Candidate generated narrative of service activities including committees, task forces, special assignments, accreditation activities, advising of student organizations, informal service, service as a University representative to other organizations, community service, service as a chairperson of a committee, etc.
    - iii. Candidate generated narrative of personal accomplishments within service assignments (may be included in the same narrative as number 2).
  - b. List B (at least three sources of evidence from this list are required). The candidate must include a narrative explaining how each item meets this criterion.
    - i. Minutes or products from committees, task forces, etc.
    - ii. Statements from faculty, department chairpersons, or administrators attesting to the candidate's informal service activities (e.g., mentoring junior faculty, reading/editing colleagues' grants or papers, etc.)
    - iii. Verifiable curricular development products (beyond work that is part of

one's regular teaching assignments, e.g.: revision of a major or program, development of a minor, collaboration with other institutions on curricula, etc.)

- iv. Formally submitted grant proposals or obtaining grants or similar financial support (not included in Scholarship) that assists in fulfilling the mission of the department, college, or university.
- v. Student feedback about advising effectiveness and style as demonstrated by letters of student support.
- vi. Assumption of a significant professional administrative position(s) (e.g., juror for exhibition, editor of a journal, elected position within a professional organization, conference chair or organizer, etc.).
- vii. Verifiable products resulting from candidate's service appointment(s).
- viii. Development or maintenance of studios, labs or instructional spaces in contexts where they enhance the student learning environment (may be in or outside of faculty's area of study).
- ix. Management of department, college or university web page; or program's computerized data base (e.g.: blackboard, clinical data base).
- x. Organizing a student community service project that requires significant commitment.
- xi. Representing SSU with local communities such as: recruiting events, rural health fair, junior day, career day, local-off campus service club activity.
- xii. Serves on or is an officer for a professional organization or committee at the national, state, regional or local level.
- xiii. Interviews students for recruitment or admissions purposes.
- xiv. Organizes/hosts a conference at the national, state, or local level.
- xv. Advises students at orientation, career day, or other events.
- xvi. Receives a notable service award, at the college, university, state or national level.
- xvii. Organizes a community service project (e.g. Crop Walk, Walk for Cystic Fibrosis, United Way).
- xviii. Serves as a Program Director, Coordinator, or Chair.



- xix. Involvement in developing, implementing, or updating the Transfer Assurance Guides or other Ohio Board of Regent's activities.
  - xx. Other relevant documentation of candidate's service activities.
2. Criterion 2: Active Service: There is evidence that the candidate actively participated in the activities of committees or in other service projects. The following sources of evidence can be used to demonstrate active service:

Lists A and B for this criterion are the same as for criterion 1. The candidate must include a narrative explaining how each item meets this criterion.

3. Criterion 3: Increased Level of Responsibility: Service is sustained and ongoing throughout the review period with evidence of increasing responsibility (or sustained high-level responsibility) throughout the entire review period. The following sources of evidence can be used to demonstrate increased level of responsibility:
- a. List A (all are required). The candidate must include a narrative explaining how each item meets this criterion.

All sources of evidence on List A for criterion 1 but the candidate must demonstrate that he/she increased or maintained a high level of involvement during the evaluation period.

- b. List B (at least three sources of evidence from this list are required). The candidate must include a narrative explaining how each item meets this criterion.
  - i. All sources of evidence on List B for criterion 1 but the candidate must demonstrate that he/she increased or maintained a high level of involvement during the evaluation period.
  - ii. Assumption of a significant leadership position(s) within the department, college, university, or union (e.g.; major coordinator, department chairperson, program director, chairperson of a committee, officer of a governance organization, director of a program or center, SEA officer, negotiating team, etc.).
  - iii. Assumption of a significant professional leadership position(s) (e.g., editor of a journal, elected position within a professional organization, conference chair or organizer, national accreditation reviewer, program review for professional organizations, etc.).
  - iv. Ambassadorial outreach (e.g., supporting fund raising efforts for the American Red Cross; mentoring high school students in state competitions, etc.) to the geographic or professional community in which SSU is directly or indirectly represented.

- v. Preparation, authorship of reports and documents, and actively participating in program specific or university-wide regional accreditation initiatives and/or visits. This includes attending accreditation symposia, cataloging artifacts, compiling and interpreting data, and liaising with the program review team and/or accreditation commission.
  - vi. Program Coordinator which includes responsibilities to courses/course sequences such as orientation of adjuncts to course expectations, labs, electronic documentation, etc.
  - vii. Other relevant documentation of candidate's increasing responsibility.
4. Criterion 4: Personal Responsibility, Leadership, and Attention: There is evidence that a significant portion of service is at the level requiring elevated personal responsibility and attention. This does not necessarily involve chairing a committee, but a significant workload is expected. The following sources of evidence can be used to demonstrate personal responsibility, leadership, and attention:
- a. List A (all are required). The candidate must include a narrative explaining how each item meets this criterion.
 

All sources of evidence on List A for criterion 1 but the candidate must demonstrate that his/her role involved substantially more responsibility than that of other committee members.
  - b. List B (at least three sources of evidence from this list are required). The candidate must include a narrative explaining how each item meets this criterion.
    - i. All sources of evidence on List B for criterion 1 and 3 but the candidate must demonstrate that his/her role involved a higher level responsibility than that of other committee members.
    - ii. Assumption of a significant leadership position(s) within the department, college, university, or union (e.g., major coordinator, department chairperson, program director, chairperson of a committee, officer of a governance organization, director of a program or center, SEA officer, negotiating team, advisory board member, etc.).
    - iii. Assumption of a significant professional administrative position(s) (e.g., editor of a journal, elected position within a professional organization, conference chair or organizer, national accreditation reviewer, program review for professional organizations, etc.).
    - iv. Statements from faculty, department chairpersons, or administrators attesting to the candidate's high-level service activities.

- v. Candidate reports of personal accomplishments within high-level service assignments.
- vi. Verifiable products resulting from the candidate's high-level service appointment(s).
- vii. Program Coordinator with responsibilities to courses/course sequences such as orientation of adjuncts to course expectations, labs, electronic documentation, etc.
- viii. Other relevant documentation of candidate's personal responsibility, leadership, and attention.

#### **Section 4: Commercialization**

Commercialization is any activity in one's academic field that generates revenue on a sustained basis and contributes to the overall enhancement of any of the following: business, professional practice, community or economic development, or University environment and operations. Outside employment alone does not qualify as commercialization.

#### **Guidelines for Evaluating Commercialization**

1. Commercialization criteria are divided into two lists
2. Candidates applying for promotion and/or tenure under substantial contributions in commercialization must include all sources evidence from list A and at least two sources of evidence from List B.
3. Candidates applying for promotion and/or tenure under outstanding contributions in commercialization must include all sources of evidence from List A and at least 3 sources of evidence from List B.
4. All sources of evidence included in the candidate's application must have been completed during the period of review. The candidate must include a narrative explaining how each item meets this criterion.

#### **Criterion 1:**

There is evidence of work at developing potential and actual levels of commercialization. The following sources of evidence can be used to demonstrate multiple levels of commercialization:

#### **List A (all are required)**

- ix. Statements from employers, customers, or others involved in the commercialization activity regarding the candidate's participation and accomplishments.

- x. Candidate generated narrative of personal accomplishments within commercialization activities (may be included in the same narrative as number 1).

List B: At least two sources of evidence from this list are required to show substantial commercialization. At least 3 sources of evidence from this list are required to show outstanding commercialization. All sources of evidence included in the candidate's application must have been completed during the period of review. The candidate must include a narrative explaining how each item meets this criterion.

1. Business Plan, including funding strategy, for proposed commercial enterprise to be started in the region.
2. Program development outside the University which encourages commercialization.
3. Obtaining grants or similar financial support (not included in Scholarship) that assists in development of a commercial venture (includes research incentive Third Frontier Grants in Ohio).
4. Assumption of a significant professional leadership position in a commercial enterprise during the period of review.
5. Verifiable products or services resulting from candidate's commercialization responsibilities.
6. Organizing a student community commercialization project or club outside of normal teaching responsibilities that requires significant commitment.
7. Organizes/hosts a commercialization conference at the international, national, state, or local level.
8. Receives a notable commercialization award.
9. Evidence of confidential commercial scholarly activity, particularly in engineering, which has been verified as commercially impactful by the department.
10. Other relevant documentation of candidate's commercialization activities.