

ARTICLE XV RETRENCHMENT

Section 1. Preliminary Report

If the President, after consultation with the SEA President, appropriate Dean and faculty, determines that the long-range educational mission of the University necessitates reducing faculty or discontinuing an academic unit of instruction, the Provost shall prepare a preliminary report to be submitted to the affected academic unit and/or faculty members, and the President of the Shawnee Education Association. Academic units are each Department in Health Sciences, the Department of Business, the Department of Industrial and Engineering Technologies, and each of the departments in the College of Arts and Sciences. The preliminary report shall include a rationale based on any or all of the requisite conditions listed in Section 3. The report shall be prepared at least one year prior to reducing faculty or closing the program.

Section 2. Joint Review Committee

If the Association objects to the preliminary report, such objections and the reasons shall be submitted in writing to the President no later than thirty (30) days after receipt of the preliminary report. Upon receiving the written objections and reasons, the President will convene a Joint Review Committee consisting of the appropriate Dean or other representative designated by the Provost, two (2) individuals selected by the President, and three (3) individuals selected by the Association. The committee shall elect a chair who shall be responsible for convening and presiding over committee meetings.

This Joint Committee shall review the preliminary report, the objections, the annual review documents of the affected academic unit of instruction or program (if available), and any relevant self-study documents written for internal academic program review or accreditation purposes. The committee shall make recommendations to the President concerning the academic unit of instruction and/or faculty retrenchments no later than thirty (30) days following the President's request. The President may take action on retrenchment upon receipt of the Joint Committee's recommendation or thirty (30) days after the President's request, whichever occurs first.

Section 3. Specific Conditions for Retrenchment.

- A. Specific change(s) in the University's mission and goals; or
- B. Financially unsound programs resulting from consistently low student enrollments and/or programs showing a trend of negative cost/income benefits; or
- C. Lack of quality as identified in internal academic program reviews or external accreditation reviews.

Section 4. Procedures for Retrenchment.

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

A. The University will limit the impact of retrenchment to the directly affected academic unit.

B. Full service faculty members already employed by the University shall have a priority of employment in their specialization or area(s) of competence over part-time employees, full service faculty teaching outside of their area of specialization, temporary faculty, and/or visiting faculty. A retrenched faculty member's specialization or area(s) of competence shall be based upon the individual's teaching history and academic credentials, and such an individual must be recommended for a full-service faculty appointment by a vote of the Department's full-service faculty.

C. If retrenchment occurs, the University shall make every effort to consolidate part-time positions into full-service positions in order to accommodate a retrenched full-service faculty member in his or her specialization or area(s) of competence.

D. The University shall make every effort to relocate displaced faculty into other 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 is a full-service faculty assignment, the rank and salary shall be the same as held by the faculty member being transferred.

Faculty will be notified in writing of all faculty, staff, and administrative openings as soon as they are advertised or posted. Displaced faculty who file a complete, up-to-date dossier with the Personnel Office will automatically be considered for such positions without submitting formal application for a period of one year following the date of retrenchment and will continue to be automatically considered for faculty openings for the full three year period of contract suspension.

E. 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.

During the three 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 which place the faculty member at a higher salary level as determined by the Provost and the SEA.

F. 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 year period. Recall rights are those specified in E above.

G. The University shall cease payment of all the faculty member's benefits upon retrenchment. The faculty member may continue all benefits provided by the University at the time of retrenchment as provided for in COBRA.

H. Determination of affected bargaining unit members shall be based on seniority as defined in Section 5, 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: the last person laid off shall be the first person recalled.

I. Any full service faculty member who is laid off for reasons of retrenchment shall be advised in writing of such a decision by the President. The faculty member shall be notified by April 1 of the current contract year for layoff commencing with the next academic year.

The President will stipulate that the contract suspension is a result of program retrenchment.

Section 5. Seniority.

Seniority shall be defined as the length of continuous employment as a full service faculty member with the University or its predecessors. Time spent on an approved leave of absence shall be considered continuous service.

The following situations shall constitute a break in continuous service for which seniority is lost:

A. Discharge for just cause. However, if reinstated, seniority shall be considered continuous.

B. Retirement.

C. Resignation.

D. Non-renewal of contract. However, if reinstated, seniority shall be considered to have been continuous.

E. Retrenchment. However, if recalled, seniority shall be considered to have been continuous.

F. Failure to return to work within thirty (30) calendar days of receipt of recall from layoff.

G. A resignation where the faculty member is re-employed or reinstated after thirty-one (31) days or more.

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 full service member shall not accrue seniority while on retrenchment, but shall retain seniority earned prior to retrenchment.

Section 6. Seniority Determination.

For retrenchment 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. Contract Status: Faculty with continuing contracts have the greater seniority.
- B. Areas of Specialization: Faculty with degrees in their teaching specialization have the greater seniority.
- C. Academic Rank: Faculty with higher rank shall have the greater seniority.
- D. Level of Degree: Faculty with higher degrees shall have the greater seniority.
- E. Date and Time of Hiring: When seniority is equal on all of the above, date and time of hiring shall be used to determine seniority.