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**AGREEMENT
BETWEEN
CENTRAL STATE UNIVERSITY
AND THE
AMERICAN ASSOCIATION
OF
UNIVERSITY PROFESSORS
CENTRAL STATE UNIVERSITY CHAPTER**

SEPTEMBER 1, 2011 - AUGUST 31, 2014

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PREAMBLE

The intent of this Agreement entered into by and between the Board of Trustees of Central State University and the American Association of University Professors, Central State University Chapter, is to provide the members of the Bargaining Unit and Central State University with a collective bargaining agreement which will contribute to a healthy and viable institution of higher learning capable of supporting a quality program of teaching, research, and public service. The Agreement seeks to maintain educational excellence, facilitate effective faculty and librarian participation, assure fair and reasonable conditions of employment and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

ARTICLE 1

AGREEMENT

- 1.1 This is an Agreement by and between the Board of Trustees of Central State University (hereinafter referred to as the "Administration") and the American Association of University Professors, Central State University Chapter (hereinafter referred to as the "AAUP-CSU"). This Agreement sets forth the understanding between the parties as to the terms and conditions of employment of members of the Bargaining Unit specified herein. In case of conflict between this Agreement and University policies and practices, this Agreement will be controlling.

ARTICLE 2

AGREEMENT CONSTRUCTION

- 2.1 The article or section titles throughout this Agreement are merely editorial identifications of their related text, and do not limit or control that text.

ARTICLE 3

RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

- 3.1 Exclusivity: The Administration recognizes AAUP-CSU as the exclusive bargaining agent for the members of the Bargaining Unit described below. Individual contracts of employment with members of the Bargaining Unit will in all respects be consistent with this Agreement, which will be deemed incorporated by reference in such individual contracts. In recognizing AAUP-CSU as the exclusive bargaining agent for the members of the Bargaining Unit, the Administration will cooperate with AAUP-CSU in the enforcement of this Agreement.

- 3.2 Scope of the Unit: The Bargaining Unit includes all full-time faculty members who hold unqualified academic rank of Instructor, Assistant Professor, Associate Professor or Professor and for whom instruction and/or professional library work comprise at least 50% of their workload. When approved in writing by the Administration, released time will count toward the minimum 50% teaching and/or professional library workload required for Bargaining Unit status.
- 3.3 Exclusions: The Bargaining Unit excludes the following:
- a) part-time faculty members;
 - b) full-time faculty for whom teaching and/or professional library work do not represent 50% or more of their workload;
 - c) administrators at the level of Department Chairperson and above;
 - d) persons holding faculty titles or ranks in the Reserve Officers Training Corps;
 - e) athletic coaches whose primary duties are not in teaching;
 - f) persons holding faculty titles whose primary duties are in the direction of non-academic departments or programs; and,
 - g) all other employees not specified in 3.2 above.

ARTICLE 4

AAUP PRINCIPLES AND STATE AND FEDERAL LAW

- 4.1 Both parties to this Agreement recognize the role that the American Association of University Professors and its Policy Statements as published in the AAUP "Redbook" have played in the development of generally accepted college principles and procedures.
- 4.2 Only allegations of breach of articles specifically stated in this Agreement will be subject to the grievance procedure.
- 4.3 The parties further agree that the terms and conditions of the Agreement are subject to the applicable provisions of the Ohio Revised Code (ORC) and/or Federal Regulations.

ARTICLE 5

ACADEMIC FREEDOM

- 5.1 Central State University, because of its history and its mission, is unequivocally committed to the concept of academic freedom. The parties reaffirm adherence to the principle of academic freedom in faculty instruction and research as a right that can be neither denied nor abridged. The parties will continue to recognize and protect full freedom of inquiry, teaching, and research in the classrooms, publications, reports of research activities, and all professional and academic forums.
- 5.2 The parties further recognize that employment at Central State University does not compromise any of the rights of citizenship, and when faculty and librarians speak or write as citizens, they are free from institutional censorship or discipline. In classroom teaching, the faculty member should not emphasize matters unrelated to his/her discipline. Faculty members and librarians are free in their public utterances or activities to identify their University affiliation so long as their statements are accurate; and no false impression of University sponsorship or endorsement is created. A faculty member will not speak for the University unless officially designated as a spokesperson by the President of the University.

ARTICLE 6

NON-DISCRIMINATION, AFFIRMATIVE ACTION, NEPOTISM, AND SEXUAL HARRASSMENT

- 6.1 The Administration, AAUP-CSU, and members of the Bargaining Unit will not discriminate against any Bargaining Unit member or against any applicant for employment in the Bargaining Unit for reasons of race, creed, color, age, sex, religion, sexual orientation, gender identity, national origin, ancestry, physical or mental disability, genetic information, military or veteran status.
- 6.2 The Administration, AAUP-CSU, and members of the Bargaining Unit will not discriminate against or in favor of any Bargaining Unit member or against or in favor of any applicant for employment in the Bargaining Unit because of that person's relationship, either in blood or by law, with any employee or member of the Board of Trustees of the University. No person will be employed or promoted to a position within the Bargaining Unit if the result would be that a Department Chairperson/Library Director and a member of his or her immediate family (i.e., spouse, child, parent, brother, sister) would be members of the same department/library; however, when it is in the interest of the University, exceptions may be made to this policy based upon justifiable circumstances.
- 6.3 The Administration, AAUP-CSU and members of the Bargaining Unit hereby express their strong opposition to and condemnation of all forms of sexual harassment.

- 6.4 Both the Administration and AAUP-CSU agree to adhere to the University's non-discrimination and affirmative action employment policies and sexual harassment policies as adopted by the Board of Trustees, provided such policies are not in conflict with this Agreement.

ARTICLE 7

MAINTENANCE OF PRACTICES

- 7.1 The parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between faculty and Administration are necessarily best resolved by legal contract.
- 7.2 The parties further recognize that practices and policies of general application have developed over a period of years and are set forth in writing in the policies and procedures of the University as adopted by the Board of Trustees. Accordingly, it is agreed that these policies of the University applicable to Bargaining Unit members will be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law, it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board of Trustees, by adopting this Agreement, will be deemed to have amended its policies to conform to the provisions of this Agreement.
- 7.3 The parties further agree that, in order to maintain consistency between this Agreement and the University policies as adopted by the Board of Trustees, all proposed new policies or changes to existing policies that apply to or affect Bargaining Unit members will be shared in draft form with the AAUP.

ARTICLE 8

INSTITUTIONAL RESPONSIBILITIES

- 8.1 The University recognizes that an adequate working environment and supporting services are necessary for effective teaching, learning, and research. Therefore, within the limit of available resources, the University will endeavor to provide the following:
- a) Adequate Facilities: space and facilities adequate for effective and safe teaching, research, advising and all other activities necessary to academic disciplines.
 - b) Library: a library responsive to faculty and student needs consistent with standards of quality recognized at a national level.

- c) Supplies and Equipment: adequate budgets in units for supplies and equipment.
- d) Support Personnel: adequate budgets for support personnel within academic units.
- e) Dining, Meeting Space: a reasonable environment to faculty in general by making a good faith effort to ensure (1) adequate cafeteria service and separate faculty dining facilities; (2) no discriminatory food surcharges; and (3) adequate meeting rooms.
- f) Internet Access: The Administration will provide all faculty members with internet access at no cost to the individual member.
- g) Email: The Administration will provide the basic software for e-mail communication to all faculty members at no cost.

8.2 The Administration recognizes that safety of employees and students is of prime importance and will provide a safe and healthful campus environment. Correction of dangerous or unhealthful situations, if and when these situations are identified, will receive prompt and responsible action by the Administration.

8.3 The Provost and Vice President for Academic Affairs or designee is designated to monitor and report progress relative to this Article. The Provost and Vice President for Academic Affairs or designee and the responsible administrative officer will attempt to resolve any complaint relative to items of this Article as expeditiously as possible.

8.4 The Provost and Vice President for Academic Affairs or designee, at a Spring University Senate meeting, will report to the faculty about the status of efforts to bring about improvements in the areas outlined in this Article in the current academic year, and the outlook for improvements in the succeeding academic year.

ARTICLE 9

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

9.1 AAUP-CSU and the Administration recognize that in the practice of their profession faculty members' principal academic functions are the teaching, discovery, creation, and reporting of knowledge. In the practice of their profession, librarians also may be involved in these activities as well as the specific activities contained in their individual job descriptions. In order to carry out these functions, special protections are acknowledged to be essential. These protections are known as academic freedom and tenure or continuous appointment. The concepts of academic freedom and tenure or continuous appointment must be accompanied by an equally important concept of professional responsibility.

9.2 The responsibilities of Bargaining Unit members encompass many professional functions appropriate to their varied roles in fulfilling the mission of the University. As such, Bargaining Unit members' professional responsibilities include:

- a) teaching and/or providing instructional support in a variety of manners, settings, and times
- b) academic advising and mentoring of students;
- c) engaging in research, publication, and creative artistic activities;
- d) fulfilling ongoing departmental needs of both a continuing and developmental nature;
- e) supporting the proper and efficient functioning of the University in such ways as performing committee work, participating in the University Institute, participating in Department, College, and University Senate meetings, and providing consultation to the University and its communities. Faculty members are expected to attend Department, College, and Senate meetings when they do not conflict with other assigned faculty duties, and both faculty members and Administration will make every effort to avoid scheduling conflicts.
- f) fulfilling fiscal oversight responsibilities when the Bargaining Unit member is a Principal Investigator of a grant;
- g) keeping current in their academic discipline and incorporating current knowledge into their work appropriately;
- h) performing other duties as assigned by the Department Chairperson.
- i) In fulfilling their responsibilities, faculty members will:
 - 1. Order or otherwise obtain all necessary class materials in accord with reasonable deadlines which may be established by departments, colleges, and/or the University.
 - 2. Submit students' attendance records as required by federal and/or state agencies, fifth and tenth week interim grades, and final grades in accord with reasonable deadlines which may be established by departments, colleges, and/or the University.
 - 3. Retain student records pursuant to the University's current record retention policy as adopted by the Board of Trustees. A faculty member leaving employment at the University shall provide to his or her department chair all student records that have been retained by the faculty member pursuant to the University's record retention policy.

If due to technical difficulties or otherwise through no fault of the faculty member, compliance with 9.2(i) is not possible the Administration will make available an alternate way for the faculty member to fulfill the responsibility after the faculty member notifies to the dean or department chair.

- 9.3 Faculty members are also expected to attend Charter Day and Honors Day Convocations, University Institute, Faculty Institute, the year end faculty retreat to be held the Tuesday after Graduation, and Graduation. Faculty members shall also be reasonably available to perform responsibilities delineated in Article 9.2 above during the period between University Institute and the first day of classes of the fall semester.

ARTICLE 10

GOVERNANCE OF THE UNIVERSITY

- 10.1 The variety and complexity of tasks performed by institutions of higher education produces interdependence among constituent elements of the University. Adequate communication is therefore essential and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility will take a variety of forms as situations require. Initiative may emerge at one time or another from all institutional components and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element.
- 10.2 By state law, governance of the University is vested in the Board of Trustees. The Administration recognizes the faculty of the University, vesting in it, subject to recommendations from the Department Chairpersons, Deans of the various colleges and the Provost and Vice President for Academic Affairs and approval by the Board of Trustees, the power to make its own regulations governing the admission and exclusion of students to course and programs, the courses of instruction to be offered, grading policy, recommendations for degrees, honors, and prizes, and other fundamental areas of curriculum and such other matters as may be within its jurisdiction, and the power to make its own recommendations to the Board of Trustees regarding the admission and exclusion of students to the University. The faculty will also have the right to input significantly in the responsibilities for program development, program review, and college reorganization. In any conflict between the University Faculty Handbook and this Agreement, this Agreement will be controlling. The principles of joint effort and shared responsibility are illustrated, but not limited, by the provisions below.
- 10.3 The parties to this Agreement recognize the University Senate, and the Student Government Association, and the by-laws which govern their relationships with the University. The Chairperson and Vice Chairperson of the University Senate will be elected by its membership. Voting members of the University Senate will be the departmental faculty, Deans of the Colleges, the Library Director, the Associate Vice

President for Academic Affairs, the President, and the Provost and Vice President for Academic Affairs, provided that they hold faculty titles. Non-voting members of the University Senate will be the President (if the President holds no faculty title), Vice President for Administration and Chief Financial Officer, one student representative of each class as elected according to Student Government Association Guidelines, Registrar, Vice President for Enrollment Management and Student Affairs, and Dean of CSU-Dayton. Only voting members of the University Senate can serve on the Senate Executive Committee.

- 10.4 With respect to faculty priorities in those areas not specifically dealt with through the collective bargaining process, both parties to this Agreement recognize the University Senate as the primary governance body representing the faculty which will have the right to provide input and recommendations to the President and other University management, including Vice-Presidents, Deans and Department Chairs. The Administration shall respond in writing to the Chair of the Senate concerning recommendations and requests for information from the Senate in a timely manner.
- 10.5 College and Department faculty will have a voice and are encouraged to provide input and recommendations at the departmental, college and University level on matters affecting a college and the University, and where decisions relating to the use and creation of existing or prospective physical resources are being made.
- 10.6 The college faculty will have the right to provide input and recommendations to the Dean of the College on matters affecting the College and University and will be given sufficient time, in such matters, to do so.
- 10.7 The department faculty will have the right to provide input and recommendations to the Department Chairpersons on matters affecting the Department, College and University and will be given sufficient time, in such matters, to do so.
- 10.8 Librarians will have the right to provide input and recommendations to the Library Director on matters affecting the Library and University and will be given sufficient time, in such matters, to do so. This will include recommendations in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources.

ARTICLE 11

FACULTY REPRESENTATION TO THE BOARD OF TRUSTEES

- 11.1 The Chairperson and the Vice Chairperson of the University Senate, or their designees, may represent the faculty in the exchange of information and opinions between the faculty and the Board of Trustees. To accomplish this, the Chairperson and the Vice Chairperson of the University Senate or their designees will attend and express their views during the public sessions of meetings of the Board of Trustees.

ARTICLE 12

THE ACADEMIC DEPARTMENT

- 12.1 Introduction: An academic department is a budgetary unit of the University which provides instruction for academic credit.
- 12.2 Collegial Rights and Responsibilities: These matters are the prerogative of the full-time faculty in the department under the guidance of the Department Chairperson. The Department Chair shall serve as a co-equal faculty member with an equal vote in the matters listed below in 12.2(a)-(g). Any recommendation regarding these matters will be based on procedures developed democratically by the faculty of the department. The Department Chairperson will be responsible for implementing or passing on the recommendation made by the department.
- a) recommendations on curricular matters such as curriculum revision, requirements for major and minor, and program development; the University Senate will have the prerogative for University-wide curricular matters;
 - b) recommendations on rotational system for summer teaching, overload teaching, and teaching in associated programs such as CSU-Dayton where such teaching earns extra compensation;
 - c) evaluation of the academic goals and progress of the department;
 - d) recommendations on recruitment and selection of department personnel;
 - e) recommendations on tenure, promotion and non- reappointment;
 - f) recommendations of Faculty Improvement Leaves; and
 - g) recommendations on appointment of area coordinators in those departments where the Administration determines that size necessitates some division of responsibilities among programs within those departments. Any evaluation of area coordinators, in that position, will be separate from their evaluation as faculty members as described in Article 20.
- 12.3 Chairperson Responsibilities: The Chairperson shall report to the Dean who may assign any appropriate duties to the Chairperson. Additionally, the Chairperson, after consultation with the members of the department, is responsible for the administration of the following items:
- a) recommendations on library acquisitions for the department;
 - b) faculty teaching schedules;

- c) distribution of department travel funds;
- d) department budget requests; and
- e) assignment of faculty to offices;
- f) evaluation of non-tenured and tenured faculty consistent with Article 20.3;
- g) supervision of departmental staff; and
- h) distribution of departmental scholarship funds.

With regards to the above matters listed in 12.3(a) - (h) as well as other administrative matters, the Department Chair serves in an administrative capacity rather than as co-equal faculty member.

- 12.4 Department Meetings: Meetings of the department will be held no less than three times per semester. Special department meetings may be called by the Department Chairperson and must be called upon request of 1/3 or more of the full-time faculty members in the department. Through department meetings and memoranda, the Department Chairperson will attempt to keep the department faculty informed of University developments which are relevant to the department.
- 12.5 Evaluation of Chairpersons: Full time department faculty will, on or about April 10th of each year, provide written input concerning evaluation of Department Chairpersons by the Administration to be used in assisting the Administration in determining whether a change in Department Chairperson should be made.
- 12.6 When the position of Department Chairperson is vacant, a new Chairperson will be appointed by the Dean after full participation and consultation with members of the Department. The provisions of paragraph 12.6 are not subject to the grievance procedure.

ARTICLE 13

FACULTY PERSONNEL POLICIES: APPOINTMENT, REAPPOINTMENT, NON-REAPPOINTMENT AND TENURE

- 13.1 Authority: Initial appointments, the granting of tenure, and retention at the same rank or termination of service at the expiration of terms of appointment or reappointment set forth in Article 13 will be determined by the Board of Trustees upon recommendation of the President of the University, after the recommendations set forth in this Agreement have been made.
- 13.2 Initial Appointment to the Faculty: The appointment of a full-time faculty member to an academic unit will be based upon a recommendation initiated by the Department

Chairperson in consultation with the faculty of the department. The Administration is not required to hire as a full-time faculty member an individual recommended by the Department Faculty, and it may ignore the Department Faculty recommendation not to hire a full-time faculty member in order to comply with Federal and/or State law and/or Regulations.

- 13.3 In the case of the initial appointment of a person to an administrative position by the Administration, any appointment to faculty status will be referred to the department by the Dean of the College or higher administrative officer and will be based upon the recommendation of the Department Chairperson in consultation with the faculty of the department. The Administration may ignore the Department Faculty recommendation in order to comply with Federal and/or State law and/or Regulations.
- 13.4 A Bargaining Unit member who leaves the Bargaining Unit to assume an administrative position shall, upon leaving the administrative position, receive any salary increase which s/he would have received had s/he remained a Bargaining Unit member. Any augmentation in salary or benefits received as part of his/her administrative position shall be discounted. Except as noted below for department chairpersons, a Bargaining Unit member who leaves the Bargaining Unit to assume an administrative position shall, upon leaving the administrative position, be returned to the Bargaining Unit with the same tenure/probationary status and rank that s/he had prior to assuming the administrative position. Should a faculty member be promoted or granted tenure while department chairperson, s/he shall retain that status when returning to the Bargaining Unit. Upon request of an Interim or Acting Department Chairperson, his/her tenure clock may be extended for no more than one year. Removal or resignation from an administrative position of or by an individual with faculty status does not impair any rights the individual holds as a faculty member.
- 13.5 The Administration will endeavor to offer rank and salaries to initial appointees in line with the University promotion policy and in line with existing salaries of continuing faculty.
- 13.6 If a Department recommends tenure for an individual in conjunction with an initial faculty appointment to Central State University, the Department must forward appropriate documentary support along with its recommendation to the Dean of the College. To be eligible for tenure, the individual must hold tenure or have retired with tenure from an accredited college or university. In this case, prior tenure status can be considered as equivalent to fulfillment of the probationary period at Central State University, as specified in Article 13.12. Except for years of service at Central State University, the candidate's documentary support should meet the same standards expected of a CSU faculty member. The Dean or Library Director will forward his/her recommendations and the documentary support to the Provost and Vice-President for Academic Affairs who will report to the President. (See Appendix E)
- 13.7 Prior to the offering of a contract, the Administration shall provide each prospective appointee the following:

- a) a job description of the position for which services are sought;
 - b) written and oral information about Central State University and the respective college and department to which the applicant may be assigned.
- 13.8 Concurrent with offering of a contract, the Administration shall provide each prospective appointee the following:
- a) a copy of the Collective Bargaining Agreement in effect between AAUP-CSU and the Administration; and
 - b) a copy of the current Faculty Handbook as adopted by the University Senate and approved by the Administration.
- 13.9 Before appointment is official, the University must have on file the following information:
- a) an updated vita including experiences, awards and recognitions, and professional memberships;
 - b) official transcripts of academic study beyond high school including documentation of degrees earned;
 - c) three letters of recommendation from appropriate sources attesting to the quality and effectiveness of the applicant; and
 - d) verification of prior employment, if applicable.
- 13.10 Notice and precise terms of appointment will in each case be given in writing to the individual concerned by the President of the University or his/her designee at the time of initial appointment. Statement of the number of years of service, previous to initial appointment at Central State University, that are being credited towards the probationary period will in each case be given in writing to the individual concerned by the President or his/her designee at the time of initial appointment.(See Appendix E). Appendix E lists the minimum information to be included in the initial letter of appointment to the faculty.
- 13.11 Kinds of Appointment: Full-time appointments to the faculty will either be term appointments or regular appointments.
- a) A term appointment is clearly limited to brief association with the University. A term appointment will be for a stipulated period of time, and will terminate at the conclusion of the stipulated period without the necessity of notice of any kind. A term appointment will be made only for purposes of filling non-tenure track positions or giving adequate notice of non-renewal. Term appointments shall not exceed three (3) consecutive years.

- b) A regular appointment will be for a probationary period of service leading to tenure unless the appointment is terminated by action of the appointee or by action of the Administration as hereinafter provided. A regular appointment may be terminated by the Administration any time during the probationary period as long as appropriate notice is given (see Article 13.16), and as long as procedures outlined in Article 16 are followed. However, if tenure is granted at any time prior to the designated termination date, the notice of termination is invalidated.

13.12 Probationary Period for Tenure: Tenure may only be granted at the rank of Assistant Professor or higher. The minimum probationary period for tenure is five (5) years and the maximum is six (6) years. The probationary period commences with a regular appointment and will include at least three (3) years on the faculty at Central State University except for full Professors for whom the requirement is two (2) years. Part-time service will not be counted as part of the probationary period. Upon request of faculty member continuing to provide full-time service to the University, the tenure clock may be extended for no more than a combined total of one year under the following circumstances:

- a) Substantial responsibility for the care of a newly born infant or a newly adopted child under the age of five.
- b) Substantial responsibility for the care of an elderly and/or ill immediate family member.
- c) Use of paid or unpaid sick leave by the faculty member, due to his/her own illness or injury, for a continual period of at least eight (8) weeks.

When an Instructor is promoted to Assistant Professor, years spent on regular appointment as an Instructor will count towards the probationary period.

13.13 New appointment of a former Central State University faculty member will be treated as an initial appointment.

13.14 Regular academic appointments will normally be from the beginning of the academic year. Any appointment with an effective date between August 1 and December 31 will be counted, for the purpose of entitlement to academic leave and as part of the probationary period of service, as commencing on August 1 of that year. Partial years of service resulting from appointment beginning January 1 or later will not be counted for the purpose of entitlement to academic leave or as part of the probationary period of service.

13.15 In the event that a faculty member holding academic rank and serving an appointment not leading to tenure receives a probationary appointment leading to tenure, all full-

time service on term appointment at Central State University, up to maximum of three (3) years, will be counted toward tenure.

- 13.16 Appropriate Notice: Notice of intention to recommend non-reappointment to the Board of Trustees will be given in writing to the candidate no later than the following dates prior to expiration of appointment: (a) Not later than March 1 of the first academic year of probationary service; (b) Not later than December 15 of the second academic year of probationary service; (c) not later than August 1 after two or more years of service at the institution after which a one-year term contract will be issued.
- 13.17 Termination and Tenure: After no more than six (6) years of probationary service, a faculty member will either be granted tenure after the recommendations set forth herein have been made or will receive notice of termination in accordance with procedures set forth herein. Tenure will be achieved and become official only when granted by the Board of Trustees, and only in accordance with the criteria and procedures provided for in Articles 13 and 15. The tenure of a faculty member will continue until death, resignation, or retirement or until terminated for adequate cause. All persons receiving tenure will be notified in writing by the President or designee.
- 13.18 Academic tenure means an appointment that can be terminated only for specifically stated causes as set forth in Article 17. It should be granted only to persons who have demonstrated, by passing successfully through a period of probation, that they are fully qualified.
- 13.19 A faculty member may request initial consideration for tenure during the last year of his/her minimum probationary period as set forth in Article 13.10. If a faculty member does not achieve tenure during the initial consideration period (the fifth probationary year), he/she will receive final consideration one (1) year later (the sixth probationary year). If a faculty member chooses not to be considered during the fifth probationary year, he/she will receive final consideration during the sixth probationary year. If tenure is not awarded by the close of the sixth year of probationary service, the faculty member will be given a one-year term contract that shall terminate effective with the end of the seventh year.
- 13.20 Criteria for Tenure: Tenure is the recognition that a faculty member has made a significant contribution to the University and the profession in terms of professional competence, recognition, and service. Tenure is thus based upon merit, not solely years of service.
- 13.21 Since tenure is not automatic and individuals are granted tenure on the basis of judgmental as well as qualifying criteria, individuals once tenured are expected to continue to make advancements in the areas of professional competence, professional recognition, and professional service.
- 13.22 Appointment and Tenure of Librarians: Appointment and tenure of librarians will be governed by the same provisions as for other faculty. For these purposes, the library

faculty will comprise the equivalent of a department. Recommendations for appointment will go from the library faculty to the Library Director and then to the Provost and Vice President for Academic Affairs, and then to the President and Board of Trustees. Recommendations for tenure will go from the library faculty to the Library Director, to the University Senate Promotion and Tenure Committee, to the Provost and Vice President for Academic Affairs, and then to the President and Board of Trustees.

- 13.23 Resignation of a Faculty Member: Upon conclusion of a binding agreement by a faculty member to accept an appointment elsewhere, the faculty member, by prompt written notice, will notify his/her Department Chairperson. The Chairperson will immediately forward the notice to his/her Dean. If a faculty member intends to resign effective the end of the academic year, notice of such resignation should be given no later than December 15.
- 13.24 Retirement of a Faculty Member: A faculty member electing to retire should give the Dean or Library Director, and the Department Chairperson, six (6) months notice of the anticipated date of retirement. If a faculty member intends to retire effective the end of the academic year, notice of such retirement should be given by December 15.

ARTICLE 14

FACULTY PERSONNEL POLICIES: PROMOTION AND RANK

- 14.1 Authority: Promotion to a higher rank will be determined by the Board of Trustees upon recommendation of the President of the University, after the recommendations set forth in this Agreement have been made.
- 14.2 Faculty Titles: All regular faculty appointments will be identified by one of the following unqualified titles: Professor, Associate Professor, Assistant Professor, or Instructor.
- 14.3 Qualifications for Ranks: Criteria for appointment to or promotion to academic ranks are as follows:
- a) Instructor:
1. Possession of the master's degree or of the professional degree ordinarily required for teaching in certain technical and professional fields.
 2. Proved or presumptive teaching ability.
 3. The potential to progress towards the Assistant Professor level as described below.

4. Those qualities of character and personality expected in a teacher and director of students.

b) Assistant Professor:

1. Possession of the master's degree or of the professional degree ordinarily required for teaching in certain technical and professional fields.
2. Three (3) years of experience as an Instructor at this University or possession of the terminal degree in the individual's field.
3. Evidence of the possession of those qualities of character, personality, and competence expected in a teacher and director of students.
4. Evidence of scholarship and research, particularly scholarly publication. Consideration will be given to such subsidiary evidence as direction of, or significant participation in research projects, participation in the scholarly activities of learned societies, and professional consultative service.

c) Associate Professor:

1. Possession of the doctorate or of the professional degree normally required for this rank in the individual's field.
2. A minimum of four (4) years experience in the rank of Assistant Professor at this University or one of equal standing.
3. Evidence of continuing scholarship and research including recognition by colleagues in the same field.
4. Evidence of continued excellence in teaching.
5. Evidence of satisfactory performance of other University responsibilities.
6. Evidence of the possession of those qualities of character, personality, and competence expected in a teacher and director of students.

d) Professor:

1. Possession of the doctorate or of the professional terminal degree recognized by learned societies in the field.

2. A minimum of four (4) years experience in the rank of Associate Professor at this University or one of equal standing.
3. Distinguished fulfillment of the criteria of the previous ranks.
4. Evidence of such outstanding qualities of scholarship as to merit general recognition among scholars and educators.
5. Evidence of the possession of those qualities of character, personality, and competence expected in a teacher and director of students.

Evidence used to support a promotion in rank or tenure may not be the sole evidence used to support a subsequent promotion to a higher rank or tenure. Additional evidence of continuing work is required.

- 14.4 Length of Service in Rank: Length of service in rank refers to the number of years that a faculty member has spent in his/her present rank as indicated in Article 14.3 herein. This criterion is not intended to be restrictive and deny the exceptional and outstanding faculty member the right to advance to higher rank. Under rare and exceptional circumstances, outstanding creative achievement, exceptional scholarly and professional attainments, and national recognition by academic, industrial, and/or professional societies may, in the absence of the appropriate academic degree and/or years of experience, be evaluated for equivalence during initial appointment or consideration for promotion.
- 14.5 Faculty members, including department chairpersons, may apply for promotion during the last year that establishes their eligibility for promotion to the next higher rank.
- 14.6 In rare cases where a faculty member does not meet the requirements for a specific rank as specified above, and the faculty member or a member of the Administration believes there are grounds for waiving these requirements or considering others, a request for an exception to these requirements may be made. This request should delineate the conditions which are deemed exceptional and the justification supporting approval of the request. The request should be accompanied by appropriate documented evidence which establishes the nature of the exception and how it relates to the individual's assignment. The request for exception should be made in writing and should be directed to the Department Chairperson or Library Director by the individual requesting the exception. This request is then processed in the manner established for all recommendations for promotion. Approval of exceptions to the qualifying criteria will not establish precedents. Each exception will be judged on its own merits.
- 14.7 Criteria for Promotion: Promotion is not automatic. Promotion is based on merit as well as years of experience. Promotion is the recognition that a faculty member not only meets the minimum standards for higher rank as defined in Article 14.3 herein

but has also demonstrated significant achievements in the areas of professional competence, professional recognition, and professional service consistent with those guidelines described in Article 15. Once promoted, individuals are expected to continue to advance professionally.

ARTICLE 15

FACULTY PERSONNEL PROCEDURES: PROMOTION AND TENURE

15.1 Basic Principles Underlying the Promotion and Tenure Process

- a) Processes and bases for promotion and tenure will remain flexible to allow for individual uniqueness and creativity in performance. Criteria will not attempt to make all faculty members perform alike.
- b) Even though value judgments by those responsible for making promotion and tenure decisions will always play a role in determining who is promoted or granted tenure, documented evidence consistent with the University's mission statement, the qualifying criteria found in this agreement, and the guidelines adopted by the University Senate and approved by the Provost must be used to support the decisions.
- c) Procedures which are established should be aimed at assisting faculty members to perform at levels deemed worthy of promotion and tenure, consistent with the mission statement of the University.
- d) Criteria for making promotion and tenure decisions are both qualifying and judgmental.
- e) Reviewers involved in making promotion or tenure recommendations are expected to recuse themselves when they have a conflict of interest. In the event of a disagreement about whether a conflict of interest exists, a final decision will be made by the Agreement Management Committee.

15.2 Lines of Authority for Promotion and Tenure Recommendations: Recommendations concerning promotion and tenure will be initiated by the Department Chairperson or Library Director based upon procedures developed by the members of the Department or Library. The Department Chairperson will forward recommendations to the Dean of the College. Recommendations will then be forwarded by the Dean to the University Promotion and Tenure Committee. Recommendations forwarded by the Library Director will go directly to the Promotion and Tenure Committee. The Committee will make recommendations to the Provost and Vice President for Academic Affairs who will report to the President.

15.3 Initiation of Promotion or Tenure Consideration: The responsibility for initiating consideration for promotion or tenure rests with the faculty member in consultation with the Department Chairperson. In the case of a librarian, responsibility for

initiating such consideration lies with the faculty member in consultation with the Library Director.

- 15.4 In any case, by April 15 of each year the Administration will notify in writing all faculty members who will be entering the last year of the minimum probationary period that they are eligible for consideration for tenure. The Administration will also notify in writing by June 30 all faculty members who chose not to be considered for tenure during the initial period or who did not achieve tenure during the initial period that they must apply for and receive tenure if regular appointment is to be continued the following year. A list of faculty members who are eligible for tenure consideration and a list of faculty members who must be considered for tenure, if regular appointment is to continue, will be sent to the Department Chairperson involved and to the Chairperson of the University Promotion and Tenure Committee.
- 15.5 The eligible faculty member should meet with the Department Chairperson no later than May 1 to review the qualifying criteria for promotion and/or tenure and to ascertain whether the criteria have been met. Following such a meeting, the faculty member will make application by letter to the Department Chairperson.
- 15.6 The faculty member will submit a dossier, along with the letter of application for promotion and/or tenure that contains supporting materials. The dossier will be prepared in the format prescribed by the University Promotion and Tenure Committee as adopted by the University Senate and approved by the Administration. No later than the April Senate meeting of each year, the Committee will distribute to all faculty members the prescribed dossier format. Candidates will have the option to seek promotion or tenure under existing criteria or procedures for three years after the adoption of new criteria or procedures by the University Senate.
- 15.7 Evidence concerning a faculty member's qualifications for promotion and/or tenure may be gathered from many sources including the faculty member himself/herself, his/her department chairperson, any of his/her other colleagues in the University, his/her students and former students and whenever appropriate, from persons outside the University who are familiar with his/her work. All information received and considered in making recommendations regarding promotion and/or tenure at any level, and the recommendations themselves, become part of the candidate's dossier. The candidate may inspect the dossier in accordance with policies on access to personnel files as provided in Article 21 and will be given the opportunity to review and respond in writing to any material in the dossier if he/she requests. The intact dossier will be returned to the faculty member immediately following his/her consideration by the Board of Trustees.
- 15.8 Recommendation of the Department: The candidate will meet with the Department Chairperson and a group of eligible department members selected by the Department to discuss the application for promotion and/or tenure. Then, eligible department members will make a recommendation on promotion and/or tenure in accordance with procedures developed by the Department. The recommendation must be in

writing and be signed by the eligible faculty who support it. The written recommendation will include the vote count and summaries of the reasons supporting it and of those supporting dissenting views. In addition, any eligible department member may attach a signed statement, not to exceed two hundred (200) words, to the department's recommendation before it is forwarded to the Dean. If the Department Chairperson is being considered for promotion and/or tenure, the recommendation will be submitted to the Dean by a senior member of the Department. In the case of an application for tenure, eligible department members will be those who are tenured. In the case of an application for promotion, eligible department members will be those who are tenured and who hold higher rank than the candidate. If there are fewer than three (3) eligible department members, the Dean will select additional eligible faculty members from related departments within his or her college so that a committee of three (3) makes the recommendation at the department level.

- 15.9 Recommendation of the Dean or the Library Director: The Dean or Library Director will review the dossier and will make appropriate comments and recommendations.
- 15.10 The Dean or Library Director will forward the candidate's dossier to the University Promotion and Tenure Committee. When the Dean or Library Director's recommendation differs from that of the Department, the Dean or Library Director will also forward an independently written recommendation including the reasons supporting the recommendation. The Dean or Library Director is not required to write an independent recommendation when in agreement with the recommendation of the Department, but the Dean or Library Director may choose to write such a statement.
- 15.11 Notice of Receipt of Dossiers by the Promotion and Tenure Committee: The Promotion and Tenure Committee will notify, in writing, all candidates for promotion and tenure that the dossiers have been received by the Committee and also will notify candidates whose dossiers, when they have been received by the Committee, contain negative recommendations. Such candidates will have five (5) working days, from receipt of notification, in which to examine the dossier and submit any written comments or additional material.
- 15.12 Structure of the University Promotion and Tenure Committee: The University Promotion and Tenure Committee will exist as a standing committee of the University Senate. It will be comprised of seven (7) members elected by the Senate who are representatives of the degree granting colleges and the Library. Each of the degree granting colleges and the Library will be represented on the Committee. Only voting members of the Senate who are tenured and who hold the rank of Professor or Associate Professor will be eligible for membership. In the event of a vacancy, the Senate will elect a replacement for the unexpired term. Each member of the Committee will serve a maximum of three (3) consecutive years, unless he/she is the only eligible member from his/her college or the library. Initial selection will be staggered. Faculty members may serve additional terms on the Committee, provided that there is at least a one-year lapse between terms. Faculty members from the same discipline will not serve simultaneously.

- 15.13 Duties of the University Promotion and Tenure Committee: The Committee will review and consider all dossiers submitted through the process described herein. The Committee will consider the past and future potential contributions of the individual to the mission of the University and to his/her academic unit. The Committee must consider and evaluate each applicant carefully using the qualifying and judgmental criteria. Committee members must make themselves familiar with the performance and attainments of applicants. The Committee will have the authority to question those who have made evaluations, question applicants, observe applicants, and request any further information deemed necessary to reach a fair decision.
- 15.14 Rules and Regulations of the University Promotion and Tenure Committee: The quorum necessary for voting will be five (5) members of the Committee who are eligible to vote. Each member will have one (1) vote. All votes on recommendations for promotion and tenure will be by secret ballot. A simple majority of those members present and voting will determine the Committee's recommendation.
- 15.15 Eligible members of the Committee will evaluate faculty only in their role as members of the Committee. A Committee member is ineligible to participate and vote when an individual is being considered that the Committee member has evaluated earlier in the promotion and/or tenure process, or when the Committee member has a vested interest in the individual under consideration. A candidate for promotion may not serve on the University Promotion and Tenure Committee during the year of his/her candidacy.
- 15.16 Recommendations of the University Promotion and Tenure Committee: The Chairperson of the Promotion and Tenure Committee will notify all candidates of the Committee's decision at least one (1) week before the Committee makes its report to the Provost and Vice President for Academic Affairs on February 15 of each year. In the event of a negative recommendation, reasons will be stated in writing and in detail. In the event of a positive recommendation that differs from that of the Department or Dean, the Committee, in its report to the Provost and Vice President, will explain, in detail, why its recommendation differs.
- 15.17 Appeal of the Decision of the University Promotion and Tenure Committee: Within one (1) week of receipt of a notice of negative recommendation from the Promotion and Tenure Committee, the candidate may request reconsideration of that recommendation in writing. When such request is made, the Committee will permit the candidate to appear before the Committee and present such additional evidence and such arguments as the candidate deems important. At the same time, the Committee will notify the Provost and Vice President for Academic Affairs that the recommendation on the candidate will be delayed until such time as reconsideration is completed. After hearing the arguments of the candidate, the Committee will reconsider its decision. Final decision will then be forwarded to the Provost and Vice President for Academic Affairs.

- 15.18 Recommendations of the Provost and Vice President for Academic Affairs: The Provost and Vice President for Academic Affairs will review the dossier and will make recommendations by March 15 to the President regarding promotion and tenure. If the Provost and Vice President for Academic Affairs does not concur with the recommendation of the Promotion and Tenure Committee, the reasons will be stated in the Provost's written recommendation. The dossier, including the Committee's recommendation, will be forwarded, along with the Provost and Vice President's recommendation, to the President, and a copy of the Provost's recommendation will be sent to the candidate.
- 15.19 Recommendation of the President: The President will review the dossier and/or the recommendation of the Provost and Vice President for Academic Affairs and will make recommendations, regarding promotion and tenure, to the Board of Trustees by April 1. If the President does not concur with the recommendation of the Promotion and Tenure Committee, the President will forward a copy of his/her recommendation, including the reasons supporting it, to the candidate and to the Committee. The dossier, including the Committee's recommendation, will be forwarded, along with the recommendation of the President to the Board of Trustees.
- 15.20 Decision of the Board of Trustees: While promotion and tenure are primarily a faculty matter, final approval rests with the Board of Trustees. The Board of Trustees will review the recommendation of the President and will make final decisions on promotion and tenure matters no later than its June meeting. Candidates will be promptly notified of those decisions.
- 15.21 Any candidate for promotion or tenure who has not been approved by the Board may appeal the Board's decision by writing to the Chairperson of the Board within five (5) working days of receiving written notice of the Board's decision.
- 15.22 The Board may elect to reconsider the earlier denial of promotion or tenure, or it may elect not to review the matter, which decision in either case is final and binding on all parties.
- 15.23 Withdrawal of Candidacy: A candidate may withdraw an application for promotion and/or tenure at any time prior to submission of the dossier to the Board of Trustees by providing written notification to the Dean of the College or Library Director, and Chairperson of the Promotion and Tenure Committee. Following notice of withdrawal, the dossier will immediately be made available to the candidate for pickup.
- 15.24 New Material: If new material becomes available during the process of consideration of a candidate for promotion and/or tenure, the candidate, Department Chairperson, Dean, or Library Director may add such material to the dossier at any time up to February 1 of the year in which the Board of Trustees acts on the recommendation. Any new material, including but not limited to recommendation letters and response letters from the candidate, added to the dossier will be provided concurrently to the

candidate and to all levels that have already participated in the review and made a recommendation. The Promotion and Tenure Committee may choose to review its recommendation. The candidate will be given the opportunity to review and respond in writing to the material within ten (10) working days following the receipt of the new material. This response will become part of the dossier. No recommendation on promotion or tenure will be made at any level until the 10 days have expired or the candidate has responded or waived the right to response.

15.25 Negative Recommendation for Tenure That is the Equivalent of a Recommendation for Non-Reappointment: In the case of a negative recommendation for tenure which has the effect of a recommendation for non-reappointment, the candidate affected will be guaranteed the right to reconsideration at the first level at which the recommendation occurs. In order to exercise this right, the candidate must within ten (10) working days request the reasons after having been informed in writing of the negative recommendation. The responsible administrative officer will provide the written reasons within ten (10) working days. Within ten (10) working days after having received the written reasons, the candidate will be able to request a reconsideration of the negative decision and will be able to submit information which he/she believes may be important in such reconsideration. The candidate will be informed of the result of the reconsideration within twenty (20) working days following the submission of the request. The time limit on the candidate requesting reasons for the negative recommendation will apply only if the candidate wishes to exercise his/her right for reconsideration as described in this paragraph. When a candidate exercises this right to reconsideration, the review process will be stayed at the level at which the reconsideration is being requested. No further evaluation of or recommendations concerning the individual's candidacy will be made until the requested reconsideration has been completed.

15.26 Administrative, Departmental, and Candidate Responsibility: Dossiers will be prepared and ready for review during the academic year in which the candidate is seeking promotion and/or tenure according to the following schedule:

September 1	Latest Date for Submission of the Dossier to the Department Chairperson
October 1	Latest Date for Submission of the Dossier to the College Dean or Library Director
November 20	Latest Date for Submission of the Dossier to the University Promotion and Tenure Committee
February 15	Latest Date for Submission of the Dossier to the Provost's Office by the University Promotion and Tenure Committee
March 15	Latest Date for Submission of the Dossier to the President's Office by the Provost and Vice

President for Academic Affairs

April 1 Latest Date for Submission of the Dossier to the Board of Trustees by the President

June Board Meeting Latest Date for Decision by the Board of Trustees of the University. Candidates will be promptly notified of the decision.

Note: Each level of review may grant the preceding level a reasonable extension of time, so long as full and fair review is not compromised.

ARTICLE 16

FACULTY PERSONNEL PROCEDURES: REAPPOINTMENT AND NON-REAPPOINTMENT DURING THE PROBATIONARY PERIOD

- 16.1 Recommendation for Reappointment or Non-Reappointment: Recommendation for reappointment or non-reappointment during the probationary period will be initiated by the Department Chairperson or Library Director in consultation with the faculty of the Department or Library. Only tenured department faculty will participate in these deliberations. The recommendation will be submitted by the Department Chairperson to the Dean of the College. Any department member, including the Department Chairperson, may have a dissenting opinion, clearly identified as such, either incorporated within or attached to the letter sent to the Dean. The recommendation will then be forwarded by the Dean or Library Director to the Provost and Vice President for Academic Affairs who will report to the President. The recommendation of the President will be forwarded to the Board of Trustees which makes the final decision.
- 16.2 When a recommendation for non-reappointment of a Bargaining Unit member is to be submitted, the Department Chairperson or Library Director will notify the Bargaining Unit member, in writing, of the reasons for such recommendation. The Bargaining Unit member will be given ten (10) working days, after the receipt of such reasons, in which to respond before the Department Chairperson or Library Director forwards the recommendation. At each level above the department, a Bargaining Unit member being recommended for non-reappointment will be copied on the recommendation and will be given the opportunity to respond in writing. Any written response from the Bargaining Unit member will be included in the file as it moves from level to level.
- 16.3 Notice of Non-Reappointment: When a Bargaining Unit member is not reappointed during the probationary period, the Bargaining Unit member will be given appropriate notice as specified in Article 13.16.

- 16.4 Non-Reappointment Related to Budgetary Constraints: In case of denial of reappointment because of program changes or budgetary constraints, both the member of the Bargaining Unit and AAUP-CSU will be notified in writing of the specific reasons for non-reappointment.
- 16.5 The Department Chairperson/Library Director will inform the affected Bargaining Unit member in writing that a program change or budget constraint has been identified that may result in the non-reappointment of a particular Bargaining Unit member. Before written notification is sent to the Bargaining Unit member, the appropriate Dean or Department Chairperson/Library Director will meet with the Bargaining Unit member involved to consider alternatives to non-reappointment of the Bargaining Unit member. Upon receipt of a written request from the Bargaining Unit member, the Dean or Department Chairperson/Library Director will provide, in writing, information needed by the Bargaining Unit member to prepare for the meeting.
- 16.6 Upon written request from the Bargaining Unit member, the Dean or Department Chairperson/Library Director will provide a written summary of the meeting (as specified in 16.5) to the affected Bargaining Unit member and AAUP-CSU.
- 16.7 In order that the University can continue the progress achieved in affirmative action, the University's affirmative action policies will be considered in making a decision concerning non-reappointment for reasons of program changes or budget constraints.
- 16.8 When a Bargaining Unit member is denied reappointment because of budgetary constraints, his/her position may not be filled on a full-time basis for one (1) year, unless that position is first offered to the individual denied reappointment. However, the position may be filled on a part-time basis without regard to the one year limit, (1) if the position is first offered to the individual denied reappointment and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Bargaining Unit member denied reappointment. The Bargaining Unit member denied reappointment will be given thirty (30) calendar days to accept or reject the full-time or part-time position. If the individual accepts, he/she will have, with respect to any applicable tenure track, credit for the prior service.

ARTICLE 17

DISCIPLINE AND DISMISSAL STANDARDS AND PROCEDURES

- 17.1 Standards and Principles. The Administration and AAUP-CSU subscribe to the principles of due process and adhere to the concepts of progressive discipline and fair hearings as expressed in this Article.
- 17.2 A faculty member shall not be disciplined or dismissed for exercising his or her First Amendment rights or academic freedom as described in Article 5.1.

17.3 Discipline Standards. A faculty member may be disciplined or dismissed for just cause. Any disciplinary action shall be predicated upon a violation of this Agreement or of the University's rules or standards of professional conduct. Suspension or dismissal of a faculty member must be for reasons related directly or substantially to the professional fitness of the faculty member including:

- a) Serious professional misconduct including, but not limited to, serious violations of this collective bargaining agreement;
- b) Misrepresentation of qualifications or credentials pertaining to employment at Central State University;
- c) Plagiarism or other serious dishonesty related to teaching, scholarship, or professional service;
- d) Incompetence in performance that is directly related to the faculty member's responsibilities to the academic unit;
- e) Consistent inability or refusal to fulfill responsibilities to the academic unit;
- f) Personal conduct:
 - 1. that represents a serious and ongoing threat to the health or safety of any person in the University community,
 - 2. that manifests severe or continuing harassment or discrimination of any person in the University community, or
 - 3. that otherwise substantially impairs the faculty member's fulfillment of responsibilities to the academic unit or the University.
- g) Persistent or malicious conduct that directly obstructs the performance of instructional or scholarly programs of the University;
- h) Gross neglect of professional duties; or
- i) Conviction of a felony.

17.4 Investigation. When the Administration has reason to believe an incident(s) has occurred that might constitute grounds for discipline, the faculty member's Dean or the Library Director may institute an investigation by sending written notice to the faculty member and the President of AAUP-CSU unless such notice will compromise the investigation. The notification must include a statement of the charges and, except where prohibited or restrained by law, who brought them. During the investigation, the faculty member's Dean or the Library Director shall discuss the matter with the faculty member in personal conference. The faculty member, at his/her option, may bring to this meeting an observer of his/her choice or the President of AAUP-CSU or his/her designee, and/or legal counsel. The Administration may bring to this meeting an observer of its choice and/or the University legal counsel. The matter may be settled by mutual consent at this point.

- 17.5 Should the faculty member's Dean or the Library Director determine on the basis of investigation that discipline is warranted, the faculty member shall receive written notice of the proposed discipline within twenty (20) working days after the faculty member was notified of the institution of the investigation. The President of AAUP-CSU will receive a concurrent copy of the notice of proposed discipline. Upon receipt of this notice, the faculty member may seek resolution of the matter with his or her Dean or Library Director in personal conference. The meeting may include an observer of the faculty member's choice and/or the President of AAUP-CSU or his/her designee, and an observer of the Dean's or Library Director's choice. The matter may be settled by mutual consent at this point.
- 17.6 Disciplinary Actions. If the faculty member's Dean or the Library Director proposes discipline of a faculty member, it shall be for just cause as specified in 17.3. The faculty member's Dean or the Library Director shall have the authority to propose:
- a) a written or oral warning to the faculty member, and that no record be placed in the faculty member's personnel file;
 - b) a formal reprimand of the faculty member, and that a copy of the reprimand be placed in the faculty member's personnel file;
 - c) disciplinary suspension with or without pay, provided that in no circumstance shall the suspension without pay exceed one academic semester, and that a copy of the suspension be placed in the faculty member's personnel file; or
 - d) dismissal of the faculty member for cause, and that a copy of the dismissal be placed in the faculty member's personnel file.
- 17.7 The Administration will impose no disciplinary action of types c or d as defined in 17.6 before the faculty member's right to a hearing has been exercised, has expired or has been waived by the faculty member.
- 17.8 If the faculty member's Dean or the Library Director proposes discipline of a faculty member of types c or d, as defined in 17.6, the faculty member's Dean or the Library Director will call a hearing before an Ad Hoc committee of peers as described in 17.9.
- 17.9 Hearing Committee. The Ad Hoc Committee will consist of two (2) faculty members (which may include academic deans, other than the Dean proposing the discipline, and academic department chairs) selected by the Administration, two (2) faculty members selected by AAUP-CSU, and one (1) member from the Central State University community who has been selected by AAUP-CSU to serve as the Committee Chairperson. The faculty member may be represented by AAUP-CSU or legal counsel. The Administration may be represented by University legal counsel or other representative of its choice. AAUP-CSU will be entitled to designate an

observer. The Administration will be entitled to designate an observer. The Committee may establish its rules of procedure, but such rules will protect the rights of both parties. The Committee may appoint a fact-finding panel to gather such information as the Committee feels may be of assistance in preparing for the hearing. The proceedings of the hearing shall be recorded and the faculty member and AAUP-CSU will be provided with a copy and written transcript of the record. During the conduct of the hearing, the faculty member or his or her representative and the Administration's representative are entitled to examine/cross-examine the person(s) testifying. The recommendation(s) of the Committee, including reasons, will be submitted in writing to the Provost and Vice-President for Academic Affairs with a copy to the faculty member involved and a concurrent copy to the President of AAUP-CSU. The Provost and Vice President for Academic Affairs will make a recommendation to the President and to the Board of Trustees who will take final action.

17.10 Hearing Rules and Procedures

The rules and procedures for hearings will be as follows:

1. General Procedures

- a. The Committee will be responsible for implementing the actions relevant to the conduct of the hearing, including scheduling, length of presentations, and observation of deadlines. The Administration shall make available to the Committee sufficient secretarial and other resources to effectively accomplish its role.
- b. The proceedings of the hearing shall be recorded and the faculty member and AAUP-CSU will be provided with a copy of the record. Should either party prepare or have a transcript prepared, they shall provide a copy or notice and instruction on how to obtain a copy when an outside service is used.
- c. The Committee may appoint a fact-finding panel to gather such information as the Committee feels may be of assistance in preparing for the hearing.
- d. The Committee may request that specific witnesses be present at the hearing for questioning; the faculty and administrative sides will be informed of the names of these witnesses at least seven calendar days in advance of the hearing or as soon as reasonably possible under the circumstances.
- e. The faculty member and/or his or her representative and the Administration may provide the Committee with written materials before the hearing. Materials must be submitted no fewer than seven calendar days prior to the scheduled hearing or as soon as reasonably possible under the circumstances.
- f. No fewer than seven calendar days in advance of the hearing, or as soon as reasonably possible under the circumstances, the faculty member or his or her representative(s) and the Administration will submit a list of witnesses (if any)

expected to give testimony. Witnesses other than the faculty member for whom discipline is proposed will be separated during the conduct of the hearing (i.e., witnesses will not be present in the hearing room except during their own testimony and will not discuss the case outside the hearing).

- g. During the hearing, the faculty member or his or her representative and the Administration's representative are entitled to examine/cross-examine the person(s) testifying. Witnesses may also be questioned directly by Committee members.
- h. The hearing will be closed to all persons except the participants on the faculty and Administrative sides, the Committee members, and witnesses giving testimony.

2. Order and Conduct of the Hearing

- a. Opening statements by the Administration's representative and then the faculty member or his or her representative.
- b. Presentation of the Administration's position or case supporting the sanction: This presentation shall include any witness statements or testimony. After each witness provides a statement or testimony, the faculty member or his or her representative(s) and/or member of the Committee will have the opportunity to question the witness.
- c. Presentation by the faculty member and/or representative(s): This presentation shall include any witness statements or testimony. After each witness provides a statement or testimony, the Administrative representative(s) and/or members of the Committee will have the opportunity to question the witness.
- d. Following the Administrative and faculty presentations, the Committee may call witnesses who were not previously questioned. Both the Administration's representative(s) and the faculty member or his or her representative may question witnesses called by the Committee.

17.11 The Administration and the faculty member or his or her representative(s) may submit a written post-hearing brief to the Committee within five working days of the close of the hearing.

17.12 The Committee shall have the option to recommend the same discipline as proposed by the Administration, dismissal of the case, or a different discipline than that recommended by the Administration.

17.13 The Committee's recommendation will be submitted in writing within ten working days of the conclusion of the hearing to the Provost and Vice President for Academic Affairs with a copy to the faculty member involved and a concurrent copy to the President of AAUP-CSU. The Provost and Vice President for Academic Affairs will

forward the recommendation of the Committee to the President and to the Board of Trustees who will take final action.

- 17.14 The effective date of any termination shall be the date of decision by the Board of Trustees.
- 17.15 The burden of proof shall be on the Administration by clear and convincing evidence for termination, and by a preponderance of the evidence for all lower levels of discipline.
- 17.16 Investigative Suspension. The Administration may suspend a faculty member pending final action to dismiss him/her if immediate harm to the faculty member or to others is threatened by his/her continuance or if his/her continuance represents a threat of disruption or substantial interference with the normal and lawful activities of the University community. The Administration may also direct that the faculty member be removed and barred from University property. Any investigative suspension will be with pay.
- 17.17 Disciplinary proceedings must be concluded within ninety days of the date that the faculty member receives notice of the proposed discipline under 17.5. Deadlines in this article may be extended by mutual consent of the parties.
- 17.18 Grievance. The grievance process for dismissal actions shall begin at Step 4 of the procedure described in Article 47. The grievance process for all lower levels of discipline shall begin at Step 3 of the process described in Article 47. In all cases the scope of arbitral review shall be limited to a determination of whether the procedural requirements of this Article were violated and, if so, whether the violation was prejudicial to the grievant.

ARTICLE 18

TERMINATION BECAUSE OF DISCONTINUATION OF A DEGREE PROGRAM

- 18.1 Should the Provost and Vice President for Academic Affairs make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a degree program, and that such discontinuation necessitates the termination of faculty members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons for this judgment will be put in writing and will be presented to those faculty members in the degree program which the Administration proposes to discontinue, to the University Senate, and to AAUP-CSU at least sixty (60) days before the Administration makes a recommendation for discontinuation to the President who in turn submits his recommendation to the Board of Trustees. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they will have the right to do so.

- 18.2 In the event that the Provost and Vice President for Academic Affairs anticipates the need for reduction in or discontinuation of a particular program or department or decides that a review of a particular degree program is necessary, the AAUP-CSU will be so informed and the University Senate will conduct a thorough evaluation of the financial status of the program, including consideration of enrollments, total income generated, ordinary direct operating expenses, academic value to the university as a whole, projected savings through faculty attrition and other economies, and possible alternative sources of funding. The University Senate may recommend modification of procedures and time frames as set forth in this Article, as circumstances dictate; however, there will be no modification by the Senate of the rights of affected faculty members regarding available options, retention priorities, notice and severance pay, continuation of benefits, or recall rights.
- 18.3 The University Senate will have six (6) months from the President's recommendation to the Board of Trustees within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Senate's report and its recommendation will be written and will be transmitted to the Board with an indication of the University Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it will both discuss the issues involved and arrive at its decision at a meeting at which all interested parties will be afforded the opportunity to express their points of view.
- 18.4 Should discontinuation of a degree program be effected, but over a period of time normal attrition should be used for program reduction in the first phases insofar as possible. Part-time faculty members in a degree program which has been discontinued will be released before full-time non-tenured faculty unless this would result in a serious distortion of the academic program. Non-tenured faculty members in a degree program which has been discontinued will be released before tenured faculty members in that degree program are released unless this would result in a serious distortion of the academic program. Tenured faculty members in a degree program which has been discontinued will be released in order of increasing seniority. Those tenured faculty with the greatest seniority will be the last to be released unless this would result in a serious distortion of the academic program.
- 18.5 If an appointment is terminated, the faculty member will receive at least three (3) months' salary or notice if the final decision is reached by March 1 of the first year of probationary service; at six (6) months' salary or notice if the decision is reached by December 15 of the second year of probationary service. A faculty member who is past December 15 of the second probationary year but who has less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A faculty member with ten (10) years or more of full-time service at the University will be permitted to complete the current year and, in addition, be given salary or notice for two (2) additional years.

- 18.6 Before terminating a tenured faculty member or a non-tenured faculty member prior to the end of a period of appointment because of discontinuation of a degree program, the Administration will endeavor to place the affected faculty member in another suitable position in the University. A tenured faculty member may be offered a reasonable period of orientation in a new position (not to exceed the required notification period referred to in Article 18.5 above). The University may not fill a position in a discipline in which a tenured or tenure track bargaining unit member who has been terminated under Article 18, is qualified to teach for a period of two (2) years from the date of termination of service, unless the position is first offered to that bargaining unit member and he or she is given at least thirty (30) days to accept or decline the position. A bargaining unit member thus recalled shall be recalled with his or her tenure status and rank at the time of termination.

ARTICLE 19

VACATION

- 19.1 Any Bargaining Unit member on twelve month appointment shall accrue during his/her first five years of employment fifteen (15) days of paid vacation leave per year. After completing five (5) years of employment, any Bargaining Unit member on twelve month appointment shall accrue twenty-two (22) days of paid vacation leave per year.
- 19.2 Use of paid vacation leave shall be mutually agreed to by the faculty member and the Department Chair/Library Director.
- 19.3 A faculty member may carry over from year to year a maximum of thirty (30) days of accrued vacation. Any vacation accrual in excess of thirty (30) days shall be forfeited and eliminated at the end of the pay period in which the member's anniversary date occurs.
- 19.4 All faculty must turn in a University leave form in advance of taking vacation leave except in exceptional circumstances. In such circumstances leave forms must be turned in within three (3) days of return or as provided by applicable state and/or federal law.

ARTICLE 20

EVALUATIONS

- 20.1 Purpose: The purpose of the evaluation procedure described herein is twofold: to help the faculty improve their professional performance and to provide those individuals responsible for making career decisions with information regarding faculty and Administration performance. The Administration subscribes to the principle of a university-wide evaluation program as a means of evaluating the performance of the

members of the various components of the University, and as a tool to assist members of the University to improve their performance, and to maximize their growth in the profession.

20.2 Faculty Development: To promote the improvement of the quality of teaching, research, and service, the Administration in consultation with AAUP-CSU will provide a reasonable number of workshops on topics related to faculty development during each year of this Agreement.

20.3 Scope of Evaluations of Faculty: Evaluations of faculty will be conducted as follows:

- a) Student Evaluation of Faculty: Members of the Bargaining Unit will be evaluated by students each semester in classes they teach.
- b) Evaluation of Non-Tenured Faculty: Department Chairpersons, after consultation and input from the tenured members of the Department, will meet annually with each non-tenured faculty member to review that faculty member's professional growth. (If the Department Chairperson is not tenured, his/her evaluation will be conducted according to Article 20.3(d).) In addition, first year faculty will be evaluated at the end of their first semester of service. In every case, the Department Chairperson and the non-tenured faculty member will have a shared responsibility to insure that such an evaluation takes place. This annual meeting will include a discussion of the faculty member's professional performance, a review of his/her career plans, and where appropriate, an action plan to correct deficiencies, and to insure professional growth. At the conclusion of each meeting, the Chair will prepare a written summary.

The faculty member may indicate, in writing, any differing opinions about the content of the summary statement. Such written opinion will become part of the summary statement. The statement(s) will become part of the official personnel file maintained by the Administration. The Department and faculty member will each retain a copy of the statement(s).

- c) Evaluation of Tenured Faculty: Tenured faculty members will be evaluated by a committee of their peers in the department, excluding the Department Chairperson, during each Spring semester. The size and composition of the peer evaluation committee will be determined by each department consistent with the number of faculty members in a department. The peer evaluation committee will select a chairperson who will prepare a summary of the evaluation and provide the faculty member with a copy. The evaluation and summary will assess the faculty member's performance during the current academic year, including efforts to fulfill goals and plans established at the previous evaluation, and will discuss goals and plans for the next year. In departments where the Department Chairperson is tenured, the Department Chairperson will prepare a written statement indicating whether he or she

agrees or disagrees with the evaluation. In departments where the Department Chairperson is untenured, the Dean will prepare a written statement indicating whether he or she agrees or disagrees with the evaluation. The faculty member may indicate, in writing, any differing opinion about the content of the peer review committee's summary and/or the statement of the Department Chairperson or Dean. Such written opinion will become part of the summary statement. The Department and faculty member will each retain a copy of the summary statement. By April 15 of each year, the Department Chairperson will forward all evaluations to the Dean, and certify that they have been completed, or explain the reason(s) for any missing evaluations. By May 15 of each year, the Dean will forward all evaluations to the Provost and Vice President for Academic Affairs for inclusion in the faculty members' official personnel files.

- d) Evaluation of Department Chairpersons: Department Chairpersons will be evaluated in their role as faculty member by a committee of their peers in the department during each Spring semester. The size and composition of the peer evaluation committee will be determined by each department consistent with the number of faculty members in a department. The committee will designate one of its members to prepare the summary. All other procedures of the evaluation will be conducted in the manner specified in 20.3c above except that the Department Chairperson will not review himself/herself.

20.4 Exclusions: Should a faculty member feel that there are serious and compelling reasons why a specific course in a given semester should not be evaluated, he/she may submit a written request for exclusion to the Dean. If the Dean approves the request, the course shall be excluded from evaluation.

20.5 Procedure: The Administration will provide appropriate materials (forms, pencils, instructions) and will make arrangements for the administration of evaluations. The specific procedures for student evaluation of faculty will be those presented by the Committee on Faculty Affairs and adopted as amended by the University Senate on October 27, 2005. Any subsequent modification of these procedures must be approved by the University Senate and the Provost and Vice President for Academic Affairs.

20.6 Report of Results: Summaries of student evaluation of faculty will be provided to faculty members during the semester following the evaluation. Copies of summaries of student evaluation of faculty also will be deposited in the Library and made available to all users of the Library. Copies of the summaries of student evaluations will be placed in the faculty member's Official Personnel File.

20.7 Faculty Evaluation of Administrators: At least once every three (3) years, the respective Deans of the Colleges, the Provost and Vice President for Academic Affairs, and the President will be evaluated by the full-time members of the faculty. Summaries of the evaluations will be placed in the administrator's official personnel

file, provided that at least 51% of the full-time bargaining unit members in the relevant college (for evaluation of deans) or at the University (for evaluation of the Provost and Vice President for Academic Affairs and the President) submit responses. Bargaining unit members' evaluations of administrators shall remain anonymous. Chairpersons, in their role as administrators, will be evaluated each year as described in Article 12.5.

20.8 Student Evaluation of Faculty Instrument: The instrument used for student evaluation of faculty will be the instrument most recently adopted by the University Senate and approved by the Administration. Any amendment of the current instrument must be adopted by the Senate and approved by the Provost.

20.9 Instruments for Faculty Evaluation of Chairperson, as Administrator, Peer Evaluation of Faculty and Faculty Evaluation of Administrators: The instruments for Faculty Evaluation of Chairperson as Administrator, Peer Evaluation of Faculty and Faculty Evaluation of Administrators, will employ items that pertain to faculty and/or administrators in a University setting and will be those adopted by the University Senate.

During the Spring semester 2012, the University Senate shall solicit suggestions for, and consider modifications of, the instrument for Faculty Evaluation of Administrators. The form resulting from these deliberations of the University Senate shall be subject to approval by a joint committee composed of three (3) members appointed by the Administration and three (3) members appointed by the AAUP-CSU and shall be used beginning with the 2012-2013 academic year. Should the joint committee fail to approve the Senate recommended form, the current form shall continue to be used but subsequent evaluation results shall not be placed in the administrators' personnel files until such time as a revised form is recommended by the University Senate and approved by the joint committee. Instead, such results shall be maintained in a file labeled "Faculty Evaluation of Administrators" housed in the office of Human Resources.

20.10 Exclusivity of Evaluations: For the duration of this Agreement, the system of faculty evaluations described in this Article will be the only faculty evaluations of any kind employed at Central State University, except for the evaluative judgments required by other provisions of this Agreement.

20.11 The AAUP and the Administration recognize that evaluation of faculty is important in supporting and encouraging professional growth and for providing a continuous record of the performance of the faculty member. Because of the importance of evaluation of faculty, a committee consisting of three (3) members appointed by the Administration and three (3) members appointed by the AAUP shall be established to develop a proposed policy statement that describes the faculty annual review process and its purposes. The members of the committee shall be appointed within sixty (60) days of the ratification of this Agreement. Within ninety (90) days after its appointment, the committee shall submit the details of its recommendations to the

Administration and the AAUP. This report shall include, but not be limited to, recommendations on: (a) materials to be submitted by the faculty member; (b) a new instrument for evaluation of untenured (tenure track and term) faculty; and (c) modification of the peer review instrument for tenured faculty which would be forwarded to the Senate for adoption consideration. This report shall include a meaningful system of rewards and assistance for faculty in improving their performance, with inclusion of the Dean and the Provost in any decision on rewards and assistance beyond those described elsewhere in this Agreement. Subject to the approval of the Board of Trustees and the AAUP, the parties shall execute this report as a Memorandum of Understanding that will be attached to this Agreement and which shall be implemented for the next academic year.

ARTICLE 21

PERSONNEL FILES

- 21.1 **General:** The Administration will maintain an Official Personnel File in the Office of the Provost and Vice President for Academic Affairs for each full-time faculty member. The Official Personnel File will be the sole official repository of records to be utilized in the administration of the personnel evaluation provisions of this Agreement.
- 21.2 **Contents:** From the time of appointment as full-time faculty, an individual's file will contain the following:
- a) information on the individual's prior employment, education, and training;
 - b) official transcripts of all college work;
 - c) copies of the individual's contracts with the University;
 - d) reports of student, chairperson, and peer evaluations;
 - e) information on the individual's professional activities and accomplishments;
 - f) any statement that the faculty member wishes to insert in response to or in elaboration of any other item in the file;
 - g) documents relating to tenure and/or promotion in rank;
 - h) documents deemed appropriate for insertion by the Administration, providing such documents are compiled and maintained in a fashion compatible with law; and
 - i) information involving seniority.

- 21.3 Date and Signature: Documents which are placed in a faculty member's file will be dated and signed by the Provost and Vice President for Academic Affairs or his/her designee at the time of their insertion in the file. Anonymous statements will not be placed in the file. If a specific document does not originate from the individual, or does not include by its definition a copy for the individual, the Administration will send a copy of the document to the individual at the time of its insertion in the file.
- 21.4 Inspection and Duplication: The faculty member has the right and responsibility to inspect his/her file at reasonable times. Upon written authorization by the faculty member, the individual's designated representative and/or AAUP-CSU will have access to inspect and duplicate the contents of the file at reasonable times. The Administration will provide forms for this purpose, although access will not normally be denied solely because the authorization is not written on the designated form. The Administration will not levy a charge for the inspection of the files, but it may levy a reasonable charge for the duplication of the contents of a file.
- 21.5 Access: Appropriate academic administrators will have access to personnel files. Individual faculty members will have access at reasonable times to their files. AAUP-CSU will have access to files as specified in Article 21.4. Faculty members engaged in activities mandated by this Agreement will have access to appropriate personnel files; faculty involved in the screening of candidates for awards or special recognition will also have access to personnel files as needed to fulfill those duties. If unofficial or working files are maintained for individual faculty in the office of the Chairperson or Dean, the faculty member will have access at reasonable times to his/her unofficial file.
- 21.6 Non-Use of Items: The Administration will, upon written request by a faculty member, indicate in writing that the following documents will no longer be used:
- a) records of grievances filed by the individual, providing three (3) years have elapsed since the filing thereof;
 - b) records of student grievances filed against the faculty member, providing three (3) years have elapsed since the filing thereof;
 - c) student evaluations, provided at least three (3) complete academic years have elapsed since the insertion of such documents in the file;
 - d) chairperson's and/or peer evaluations completed prior to the most recent two (2) for tenured faculty and the most recent four (4) for non-tenured faculty; and
 - e) information not specified in 21.2 above.

ARTICLE 22

FACULTY IMPROVEMENT, PROFESSIONAL AND PERSONAL LEAVES OF ABSENCE

- 22.1 Both parties recognize and understand that exceptions to any University leave policy may be made by the Board of Trustees.
- 22.2 Faculty Improvement Leave: Both parties to this Agreement subscribe to the concept of Faculty Improvement Leave for professional development in accordance with State Law ORC 3345.28. The Administration will make two (2) full-year or three (3) half-year or one (1) full-year and one (1) half year Faculty Improvement Leaves available each year contingent upon funding availability.
- 22.3 Guidelines for Faculty Improvement Leave: Faculty Improvement Leaves will be available to Assistant Professors, Associate Professors and Professors after seven (7) or more years of service at Central State University. Such leaves when requested and approved by the Department, Dean or Library Director, Provost and Vice President for Academic Affairs, President and Board of Trustees, for faculty members on 9-month appointment, will be granted for two semesters at two-thirds (2/3) base salary or one (1) semester at full salary. For faculty members on 12-month appointment, leave options are twelve (12) months at two-thirds (2/3) base salary or six (6) months at full salary. Policies and guidelines covering Faculty Improvement Leave are attached as Appendix C. Faculty Improvement Leave shall not be granted to a bargaining unit member for the purpose of pursuing an additional degree. Any changes in these policies and guidelines must first be approved by both the Senate and the Administration. Application forms for Faculty Improvement Leave will be available in the office of Provost and Vice President for Academic Affairs.
- 22.4 Professional Leave: Professional leave without pay may be granted to a tenured or tenure track faculty member at any time by the Board of Trustees on recommendation of the Department Chairperson, Dean, Provost and Vice President for Academic Affairs, and President. Such leave shall be for purposes of intellectual and professional enrichment promising to serve the best interests of the University.
- 22.5 Guidelines for Professional Leave:
- a) Professional leave may be granted to any Bargaining Unit member with a regular appointment, and such leave may be granted for up to one (1) year without pay and may be renewed for an additional year. A person granted leave may accept remuneration from sources outside of Central State University during the period of leave.
 - b) Except in emergency or unusual cases, personnel applying for professional leave will file their requests with the appropriate Department Chairperson by February 1 of the year preceding the academic year in which the leave is intended to begin. The Department Chairperson will forward the

recommendation regarding the professional leave request to the Dean or Library Director who in turn forwards all requests for leave, with his/her and the Department's recommendation, to the Provost and Vice President for Academic Affairs. Except in emergency or unusual cases, the applicant will be notified by March 15 of the disposition of the request.

- c) Upon completion of the leave, the Bargaining Unit member will submit to the Dean or Library Director a report detailing the attainments while on leave.
- d) Upon returning from leave, a person will receive any salary increase, promotion or award of tenure which he or she would have received had he or she remained in residence.
- e) All leaves will be granted with the understanding that the recipient is obligated to return to the University for at least two (2) academic years immediately following the period of leave.
- f) A person on leave will have the right to participate in any or all fringe benefits to which he or she would have been entitled if not on leave. Such benefits will be provided upon payment by the individual of the full costs thereof. All benefits which are based on salary, except retirement, will be calculated on the regular base salary which the person would receive if he or she were not on leave.
- g) A Bargaining Unit member on professional leave will have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will serve automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave will not be for a period of less than one (1) year.

22.6 Personal Leave: Bargaining Unit members may at any time request a personal leave of absence without pay for up to one (1) year for reasons including, but not limited to, public service or family needs.

22.7 Guidelines for Personal Leave:

- a) A request for personal leave may be initiated by submitting a written request to the Department Chairperson. The request will state the reason for the leave, the period of absence, and the date of return. Upon the recommendation of the Department Chairperson, and subject to the concurrence of the Dean or Library Director, a leave of absence without pay may be granted by the Board of Trustees on recommendation of the President. The Provost and Vice President for Academic Affairs will inform the individual submitting the request of the Board's decision. Renewal requests for an additional one (1) year may be submitted by the same procedure.

- b) A Bargaining Unit member on personal leave will have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will serve automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave will not be for a period of less than one (1) year. A person on personal leave will have the right to participate in any or all fringe benefits except for retirement for which he/she would have been eligible if not on leave. Such benefits will be provided upon payment by the individual of the full costs thereof.

ARTICLE 23

COURT, MILITARY AND POLITICAL LEAVE

- 23.1 Both parties recognize and understand that exceptions to any University leave policy may be made by the Board of Trustees.
- 23.2 Court Leave: Bargaining Unit members may be granted court duty leave with pay and will be granted jury duty leave with pay for such purposes. Evidence in the form of a subpoena or written notification will be presented to the member's Department Chairperson as far in advance as possible. All compensation received from court during such leave will be deposited with the Central State University cashier's office. Court leave with pay is not allowed for situations in which the faculty member is appearing as a witness for remuneration.
- 23.3 Short-term Military Leave: When a Bargaining Unit member must fulfill temporary military duty with a Reserve component of the Armed Forces, and this occurs during a contract period, the Administration will grant leave to the individual for this purpose. All benefits, including pay, will be continued subject to provisions of the insurance policies and restrictions of law, if any. Such leave will not exceed thirty-one (31) days.
- 23.4 Long-term Military Leave: A long-term military leave of absence without pay will be granted to any faculty member in the event of call-up or recall or involuntary induction for extended duty, i.e., more than thirty-one (31) days. Upon return from such leave the faculty member will be placed in the same or similar position which he/she held prior to the leave except that he/she will receive any salary increase, promotion, or award of tenure which he/she would have received had he/she not been on leave. The faculty member must request reinstatement within ninety (90) days after receipt of the discharge.
- 23.5 The Administration agrees to comply with the Uniform Services Employment and Re-employment Rights Act and all other applicable state and federal law with respect to military leave.

- 23.6 Political Leave: A Bargaining Unit member who is elected or appointed to a full-time political office may be granted leave without pay for the duration of his/her term of office. This leave will not exceed two (2) years.

ARTICLE 24

SICK LEAVE

- 24.1 Accumulated sick leave may be used by a member of the Bargaining Unit whenever he/she is unable to fulfill his/her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury, or death in his/her immediate family, including domestic partner when verified by an affidavit developed by and filed with the Office of Human Resources. The member will immediately notify his/her Department Chairperson or Library Director, as the case may be, and advise of the estimated duration of absence. Sick Leave forms are available from Human Resources.
- 24.2 Family Medical Leave Act (FMLA): Up to the first twelve (12) weeks of all disability leaves of absence, maternity/paternity leaves, and extended sick leave will concurrently be treated as leave of absence required by the Family Medical Leave Act (FMLA). Employees are required to first use any accrued paid leave (sick leave, vacation, personal leave, etc.) for part of the twelve (12) week period. Any remaining FMLA leave will be unpaid leave.

Employees shall be entitled to FMLA leave for one of more of the following:

- a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- e) For qualifying exigencies of a spouse, son, daughter or parent on active duty or called to active duty status in the National Guard or reserves in support of a contingency operation.
- f) To care for the serious illness or injury of a covered service member.

If a husband and wife are both employed by the Employer they will be eligible for a combined total of twelve (12) weeks FMLA leave of absence due to birth, adoption, foster care or caring for a sick parent. Each of the spouses would be eligible for up to twelve (12) weeks leave when it is taken to care for a sick spouse/child or is due to the employee's own illness.

All other provisions of the Family Medical Leave Act (FMLA) also apply.

- 24.3 Bargaining Unit members will continue to accumulate sick leave at the rate of fifteen (15) days per year (1.25 days for each month) including paid academic leave and paid military or sick leave. Bargaining Unit members will receive accumulated sick leave for previous years of service with the State of Ohio based upon the appropriate accrual rate minus the number of days used.
- 24.4 Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. After ninety (90) days absence for a single or continuing illness or injury, the Bargaining Unit member must be declared disabled by a licensed physician and must submit his/her claim for disability benefits to the insurance carrier.
- 24.5 The Administration may, while a Bargaining Unit member is on sick leave, require a statement from a physician as to the continued disability and illness of the Bargaining Unit member.
- 24.6 All bargaining unit members will turn in a University leave form in advance of sick leave if known or within three days of their return to work or as provided by applicable state or federal law.
- 24.7 Persons on sick leave will receive their regular compensation during the period of leave, as well as any salary increases, promotions, awards of tenure, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been on such leave.
- 24.8 Upon retiring from active service with the University, after ten (10) years or more of service to Central State University, a Bargaining Unit member will be compensated in an amount equal to one-third (1/3) of the accrued but unused sick leave credit (but in no case more than one-third of 120 days). This payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in this paragraph eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of this paragraph.

ARTICLE 25

SPECIAL DUTY ASSIGNMENTS

- 25.1 Special Duty Assignments: It is recognized that from time to time it may be advantageous to an individual and to the University for Bargaining Unit members to be released from instructional duties in connection with specific research, scholarly, administrative duties, or creative programs. The Dean or Library Director must forward his/her recommendations for special duty assignments, along with the recommendations submitted by the Department Chairperson in consultation with the members of the Department, to the Provost and Vice-President for Academic Affairs. The terms and conditions of such special duty assignments will be mutually agreed upon by the individual and the Administration subject to approval by the Board of Trustees.
- 25.2 The faculty member's contractual designation as faculty, including type of contract, rank, and tenure status, will not be altered by the special duty assignment.
- 25.3 Upon a faculty member's return to the faculty assignment/appointment, the faculty member will revert to the faculty rate of compensation in effect upon such return.

ARTICLE 26

PROFESSIONAL TRAVEL

- 26.1 The AAUP-CSU and the Administration encourage faculty and librarian participation in activities sponsored by recognized professional organizations. This includes presenting papers at meetings, serving as officers or in other capacities, and attending and participating in general meetings, seminars and workshops. The following provisions will represent policies with respect to reimbursement for travel expenses.
- 26.2 Eligibility for Travel Reimbursement: Bargaining Unit members may request funds from their department travel budget if they fulfill the requirements of 26.2 A or 26.2 B below.
- a) To be eligible for reimbursement for reasonable travel expenses, a Bargaining Unit member must qualify under one (1) or more of the following categories:
- 1) Request by the Administration to represent the unit in some official capacity.
 - 2) Present a prepared or invited paper at a meeting of a recognized professional organization.

- 3) Serve as a major officer of a recognized professional organization and be required to participate actively in a regularly called meeting of such organization.
- 4) Comply with the terms of a grant/contract award.
- b) Bargaining Unit members who do not qualify under conditions specified under Section A above, but who wish to attend a meeting or other activity sponsored by a recognized professional organization, may also request funds.

26.3 Rules for Travel Expense Reimbursement:

- a) In receiving funds for professional travel, Bargaining Unit members will follow the rules for Reimbursement of Expenses for Travel on Official University Business and will be compensated as specified in those rules.
- b) The Rules for Reimbursement of Expenses for Travel on Official University Business will contain the provisions indicated herein.
 - 1) The University contribution for daily expenses for rooms, meals, and transportation will be in accordance with the University policy governing travel expenses.
 - 2) Both parties understand that Ohio Sales Tax cannot be reimbursed for in-state travel. Bargaining Unit members are advised to obtain an Ohio State Tax Certificate of Exemption.
- c) Faculty members traveling with University financial support are expected to file a report on the professional aspects of their activities with the respective Department Chairperson.
- d) The Administration, through the budget process, will provide travel budgets giving due consideration to the number of members of a Department.
- e) The Chairperson, in consultation with the members of the Department, will make a good faith effort to make department travel funds available to Department members on an equitable basis.

ARTICLE 27

PARKING

- 27.1 The Administration will provide adequate parking space, including handicap parking space, for members of the Bargaining Unit in line with policies established by the Committee on University Planning and Budget of the University Senate and approved by the Board of Trustees.

ARTICLE 28

PATENTS AND COPYRIGHTS

- 28.1 The right to ownership, disposition and control of copyrightable material and patentable discoveries or inventions will be determined in accordance with the Ohio Revised Code (ORC) 3345.14 and Central State University's Policy (#310) on Intellectual Property adopted by the Board of Trustees on November 1, 2007 (see Appendix D).

ARTICLE 29

PROVISIONS FOR EMERITI AND OTHER RETIRED FACULTY

- 29.1 Emeritus status is the highest earned faculty rank awarded by the Board of Trustees to retired tenured faculty members. Recommendations for the awarding of emeritus status may be initiated by any full-time faculty member, including Department Chairpersons, and will be forwarded to the Dean of the College. The Dean will forward his/her recommendation to the University Senate. The University Senate will vote, by secret ballot, on the recommendation. The Senate's recommendation will be forwarded to the Provost and Vice President for Academic Affairs, who will, in turn, make a recommendation to the President. The President will make a recommendation to the Board of Trustees which will make the final decision. It is understood that the retired faculty member will have made a significant contribution to the University and/or served ten (10) or more years at Central State University.
- 29.2 Continued Benefits: An emeritus faculty member will be entitled to the use of an office and/or research facilities, including laboratories, provided he/she uses it regularly and there is sufficient space available. Emeriti also will be entitled, on the same basis as other faculty members, to use of a University email account, to use of the library, to tickets to University functions, to use of recreational facilities, to use of parking facilities, to remission of all instructional fees, to a mailbox, to listing in the University Catalog and Campus Directory, to secretarial assistance in preparation of manuscripts, to stationery and similar supplies, to computer access, to institutional support for University proposals submitted to funding agencies, and to assistance in defraying costs incurred when giving papers or acting as session chairperson at scholarly meetings and when publishing articles in scholarly periodicals.
- 29.3 Limited-Service Teaching: The Administration will endeavor to utilize the teaching services of emeritus faculty members. The Administration may provide emeritus members of the faculty the opportunity to teach as allowed by law each academic year as long as the emeritus faculty member is able to satisfactorily perform his/her teaching duties and provided further, that the Department Chairperson has received written notification of the emeritus faculty member's desire to teach, and recommends

the emeritus faculty member for the proposed teaching assignment. The emeritus faculty member who teaches will be paid at the overload rates for bargaining unit members then in effect. The Administration may provide other retired faculty members with similar opportunities.

- 29.4 Full-Service Teaching: The Administration may provide retired faculty members, including emeriti, with the opportunity to teach on a full-time basis as allowed by law as long as the retired faculty member is able to satisfactorily perform his/her teaching duties. To qualify for such re-employment, a faculty member must have retired from Central State University under the State Teachers Retirement System of Ohio (STRS), or under the Alternative Retirement Plan (ARP). Such re-employment will be for a period of one (1) year at a time, but may be renewed indefinitely. If a re-employed retired faculty member is not to be renewed, notice of non-renewal will be given no later than March 15 of the faculty member's current appointment year. Any full-service re-employment of a retired faculty member, and any subsequent renewal, must be based on a recommendation initiated by the Department Chairperson in consultation with the faculty of the department. A re-employed retired faculty member will hold the same rank that he/she did at the time of his/her retirement. A re-employed retired faculty member's initial rehire salary shall be a matter of negotiation between him/her and the Administration, notwithstanding Article 33, "Minimum Salaries." A re-employed retired faculty member will not be eligible for tenure in that position and will not be eligible for Faculty Improvement, Professional or Personal Leave. A re-employed retired faculty member will be a member of the AAUP-CSU Bargaining Unit and will be entitled to the same rights and privileges as any other Bargaining Unit member except as limited above.

ARTICLE 30

APPOINTMENT YEAR AND SALARY CHECKS

- 30.1 Bargaining Unit members, including those on term appointments, fulfill their contractual obligations by teaching/research/service during the Fall and Spring semesters. For salary purposes the contract year shall run from September 1. Pay for the contract year will be distributed evenly over twelve (12) months and will be payable to Bargaining Unit members on the last working day of the month.
- 30.2 If summer teaching/research/service is available and is offered to a Bargaining Unit member by the Administration, such summer teaching/research/service is optional on the part of the Bargaining Unit member and is for additional compensation as specified in Article 38 on Summer School Compensation.
- 30.3 Payments to Tax-Deferred Annuity Accounts: For Bargaining Unit members having money withheld from their paychecks for the purpose of contributing to Tax-Deferred Annuity accounts, the Administration will make a good faith effort to make payments electronically, when available, by the first (1st) working day after payday.

In any event, payments to such accounts will be made no later than the fifth (5th) working day after payday.

ARTICLE 31

INITIAL SALARIES

- 31.1 Salaries for initial contracts to a proposed faculty member will be recommended by the Chairperson of the department in which the proposed faculty member would belong, after consultation with the members of the Department. In making the recommendation, the Chairperson will consider existing salaries and ranks within the Department as well as in the University in general so that new appointments do not result in the creation of inequities. If the Administration disagrees with the recommendation of the Department Chairperson, it will explain, in writing, the reasons for that disagreement. The Department will reconsider its recommendation and the Department Chairperson will submit either a new recommendation or reasons for maintaining the original recommendation. The Administration will attempt to avoid creating additional inequities by appointing faculty members at salaries that are too high or too low for the appropriate rank and experience.

ARTICLE 32

ACROSS-THE-BOARD SALARY ADJUSTMENTS

- 32.1 Adjustments for 2011-2012: Effective September 1, 2011, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2011 will receive a salary increase of 1% of base salary for the period September 1, 2011 to August 31, 2012.
- 32.2 Adjustments for 2012-2013: Effective September 1, 2012, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2012 will receive salary increase of 1.5% of base salary for the period September 1, 2012 to August 31, 2013.
- 32.3 Adjustments for 2013-2014: Effective September 1, 2013, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2013 will receive a salary increase of 2.5% of base salary for the period September 1, 2013 to August 31, 2014.
- 32.4 Bargaining Unit members shall be paid for all unpaid portions of this increase as well as for the increases due under Articles 33, 34, and 35 of this Agreement that would have been paid by that date had this Agreement been ratified prior to September 1, 2011. Payment shall occur by the next pay date if ratification occurs by the 10th of the month, or the following pay date if ratification occurs on or after the 11th day of the month.

ARTICLE 33

MINIMUM SALARIES

33.1 Minimum Salaries for 2011-2014: The minimum salaries, effective September 1, 2011, for members of the Bargaining Unit will be as follows:

Professor	\$63,000
Associate Professor	\$52,000
Assistant Professor	\$42,775
Instructor	\$37,800

33.2 In addition to across-the-board salary increases referred to in Article 32, there will be salary adjustments effective September 1, of each year of this Agreement, as may be necessary to meet minimum salary requirements.

33.3 These schedules will apply both to members of the Bargaining Unit who were members of the Bargaining Unit in the Spring semester of the previous academic year, and to members of the Bargaining Unit hired thereafter. Any Bargaining Unit member earning a base salary below the effective minima shall move to the new minimum and receive any across-the-board increase under Article 32 on his or her new minimum.

ARTICLE 34

SALARY ADJUSTMENTS FOR YEARS OF SERVICE

34.1 Years of service to Central State University will be rewarded by increasing Bargaining Unit members' salaries, after Across-the-Board adjustments, if any, have been made and after minimum salary requirements have been met, by \$1000 upon completion of a five (5) year block of service to Central State University. There will be no more than one (1) \$1000 adjustment per Bargaining Unit member during the term of this Agreement.

34.2 Adjustments for 2011-2012: Each Bargaining Unit member who completed the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth year of service to Central State University during the 2010-2011 academic year will receive an additional salary increase of \$1000 effective September 1, 2011.

34.3 Adjustments for 2012-2013: Each Bargaining Unit member who completed the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth year of service to Central State University during the 2011-2012 academic year will receive an additional salary increase of \$1000 effective September 1, 2012.

34.4 Adjustments for 2013-2014: Each Bargaining Unit member who completed the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth year of service to Central State University during the 2012-2013 academic year will receive an additional salary increase of \$1000 effective September 1, 2013.

34.5 For purposes of calculating years of service under this Article, only continuous service will be counted, except that years on official leave from the University, while not counted for purposes of computing salary adjustments, will not be interpreted as creating a discontinuity in years of service. For purposes of calculating years of service under this Article, only full academic years beginning the Fall will be counted.

ARTICLE 35

SALARY ADJUSTMENTS FOR PROMOTION

35.1 Salary Adjustments for Promotion to Assistant Professor: Any Bargaining Unit member who is promoted from Instructor to Assistant Professor will receive an additional salary increase of \$1,500, effective September 1 of the year in which the promotion takes effect, after Across-the-Board salary adjustments have been made, if any, minimum salary requirements have been met, and salary adjustments for years of service have been made.

35.2 Salary Adjustments for Promotion to Associate Professor: Any Bargaining Unit member who is promoted from Assistant Professor to Associate Professor will receive an additional salary increase of \$2,500, effective September 1 of the year in which the promotion takes effect, after Across-the-Board salary adjustments have been made, if any, minimum salary requirements have been met, and salary adjustments for years of service have been made.

35.3 Salary Adjustments for Promotion to Professor: Any Bargaining Unit member who is promoted from Associate Professor to Professor will receive an additional salary increase of \$3,500, effective September 1 of the year in which the promotion takes effect, after Across-the-Board salary adjustments have been made, if any, minimum salary requirements have been met, and salary adjustments for years of service have been made.

ARTICLE 36

COMPENSATION STUDY COMMITTEE

36.1 The Compensation Study Committee will be an on-going committee with three (3) members appointed by AAUP-CSU and three (3) members appointed by the Administration. The Chairperson of the Committee will be elected from among the members of the Committee.

- 36.2 The purpose of the Committee will be to monitor, gather data, study and make recommendations to the Administration on inequities in ranks and salaries, on reduction of costs of fringe benefits to the University without reducing the level of benefits to the Bargaining Unit members, and how to improve the economic conditions of the faculty while maintaining the fiscal integrity of the University.
- 36.3 The Administration will provide the Committee with all information available to it regarding salaries and cost of fringe benefits and changes in laws regarding matters of concern to the Committee.
- 36.4 The Committee will report by February 15, 2014 to the Provost and Vice President for Academic Affairs, the AAUP-CSU, and to the President of the University.
- 36.5 The creation of this Committee will not constitute a waiver by either party of any rights under the Ohio Collective Bargaining Law.

ARTICLE 37

OVERLOADS. EXTRA COMPENSATION

- 37.1 Overload Assignments: Overload teaching or service assignments within a department, including CSU-Dayton, will generally be offered on a rotating basis when practical, so that all full-time faculty members of the department may have overload teaching/service opportunities equally without preference as to rank, tenure status, and years of service, subject to the need of the department for teaching/service.
- 37.2 Overload Compensation Schedule: For the period of this Agreement extra payment for overload teaching/service, including CSU-Dayton, will be paid in accordance with the following schedule:
- All ranks - \$700.00 per credit hour per semester
- 37.3 Supplemental Compensation: Supplemental compensation for grants and contracts during the academic year will be the amount provided by the granting agency but in no case will exceed twenty percent (20%) of base pay.

The combined supplemental compensation from grants and/or contracts and/or teaching assignments outside the academic year will not exceed one-third (1/3) of base pay when the grants and/or contracts come from governmental sources. This limit will be waived if grants or contracts included in the total are from non-government sources.

ARTICLE 38

SUMMER SCHOOL COMPENSATION

- 38.1 Summer Assignments: Summer teaching assignments within a department will generally be offered on a rotating basis when practical, so that all full-time members of the department may have summer teaching opportunities equally without preference as to rank, tenure status, and years of service, subject to the need of the department for teaching. If an individual's assigned course(s) does (do) not meet the required minimum enrollment, and the course(s) is (are) not taught as a result, the individual will not be considered as having received a summer teaching opportunity. An individual may not teach in the summer as a substitute for teaching in one or more of the regular academic year semesters.
- 38.2 Written notice of assignment to summer teaching will be sent to the faculty on or about March 1 of each year.
- If the faculty member plans to accept the assignment, he/she will notify the Administration within two weeks after receipt of the notice of assignment.
- 38.3 Summer Contracts: Formal contracts will be provided to faculty during the second week classes are in session. Summer teaching contracts will be contingent upon the minimum starting enrollments specified in Article 38.5. Classes with fewer students than the minimum starting enrollment may be taught at the discretion of the Administration, and Bargaining Unit members teaching such classes will be compensated for them on a pro-rated basis. The Administration decision about whether or not a course will be offered will be made during the first full week of classes.
- 38.4 Summer School Study Committee: As soon as practical following adoption of this Agreement, the parties will form a joint study committee to examine in detail the summer school enrollment, particularly in relation to growth in overall enrollment; enrollment trends; course offerings; the process of making decisions concerning course offerings and the information available to decision makers; funds available for summer school, including State assistance; and such other aspects of the summer school program as the Committee deems desirable.
- 38.5 Minimum Starting Enrollments: Summer teaching contracts will be contingent upon the minimum starting enrollment of twelve (12) students in Freshmen-Sophomore level courses and eight (8) students in Junior-Senior level courses as determined by the Department Chairpersons. Course designations and minimum enrollments will not change unless the Committee designated in Article 38.4 recommends otherwise and the recommendations are adopted by both the Administration and AAUP-CSU.
- 38.6 Summer Salaries: For the duration of this Agreement, a faculty member will receive \$1,250.00 per credit hour taught during summer, payable in two (2) equal payments

except for summer terms of less than eight weeks which shall be payable in one payment.

ARTICLE 39

ADDITIONAL COMPENSATION

- 39.1 The Administration reserves the right to make salary or fringe benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes such as matching a bona fide offer from a rival institution, correcting inequities not otherwise dealt with in this Agreement, and/or rewarding outstanding professional contributions. Additional compensation may be awarded for those professional contributions clearly above and beyond normal professional expectations. When such individual adjustments are proposed, the Administration will inform AAUP-CSU of the proposed adjustments and will state the reasons with the specific documentation leading to the adjustment. The AAUP-CSU, if it wishes to respond, must do so within twenty (20) days after notification, but said response is in no way binding upon the Administration. The funds used for such adjustments will not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 40

MEDICAL INSURANCE

- 40.1 For the duration of this agreement, the Administration will provide to Bargaining Unit members a Preferred Provider Organization (PPO) health insurance and prescription drug plan with no less than the same benefits and no more than the same co-payments available to Administrative and professional employees.
- 40.2 Premium Payments: The Administration will pay ninety percent (90%) of the single plan premiums and eighty-eight percent (88%) of the family plan and single plus one premiums for each covered employee. Payment of ten percent (10%) of the single plan premiums and twelve percent (12%) of the family and single plus one premium is the responsibility of the covered Bargaining Unit member.
- 40.3 The parties recognize that participation in the Wellness programs offered lowers the overall cost of benefits.
- 40.4 Deductibles: The annual deductible applicable at the time an employee or family member uses a covered service under the PPO coverage will be no more than the deductible applicable to Administrative and professional employees.
- 40.5 Pre-tax Treatment of Premium Participation: To the extent permitted by law, the Administration will adopt a plan that allows that portion of medical insurance

premium charges contributed by the Bargaining Unit member to be deducted from pre-tax dollars. Such plan will be extended to include premium charges for other types of group insurance provided by the Administration.

- 40.6 Plan Participation: Where both a husband and wife, or domestic partners, are University faculty, a family health insurance plan will be granted to only one spouse or partner. If a family health insurance plan is granted to one spouse or partner, the other spouse or partner will not be entitled to separate coverage.
- 40.7 Waiver of Health Coverage: Faculty members who can document that they have coverage under another health plan will have the option of waiving health coverage provided by Central State University. In exchange for such waiver, a Bargaining Unit member who waives single coverage will receive a monthly credit of \$50.00 cash in the paycheck. In exchange for such a waiver, a Bargaining Unit member who waives family coverage will receive a monthly credit of \$100.00 cash in the paycheck. The waiver option becomes effective the month following the disenrollment by the Bargaining Unit member.
- 40.8 A Bargaining Unit member who wishes to change his/her health care plan can only do so during open enrollment or upon a qualifying event. Open enrollment is normally the third week in September, unless otherwise posted by Human Resources.
- 40.9 A Bargaining Unit member returning from long-term military leave will be reinstated in the health insurance plan provided that he/she completes a new enrollment form.
- 40.10 A Bargaining Unit member on authorized non-medical leave without pay may continue health insurance coverage for the period of the leave by paying the full cost of coverage. Request for such continuation must be made by the Bargaining Unit member, through the Benefits Office, once the leave is granted. If a Bargaining Unit member fails to pay premiums while on authorized non-medical leave without pay, health insurance coverage will be terminated. Bargaining Unit members who return from authorized non-medical leave without pay and who have had health insurance terminated will have health insurance coverage reinstated on the first of the month following return to work provided that they complete a new enrollment form.
- 40.11 Health insurance under this article shall be provided to the domestic partner of the faculty member when verified by an affidavit developed by and filed with the Office of Human Resources.
- 40.12 For self-funded health insurance programs, in lieu of refunding excess premium contributions by Bargaining Unit members, the Administration may retain such funds for the purpose of establishing and maintaining a risk fund for use in years when the costs of the self-funded health insurance programs exceed the total of the premiums paid for coverage. The reserve will be reassessed annually and funds in excess of those needed to pay costs or maintain sufficient reserve will be shared with Bargaining Unit members by the same percentage split as the premium contributions.

The reserve fund will not require additional bargaining unit contributions beyond those provided for in 40.2.

ARTICLE 41

DENTAL INSURANCE

- 41.1 The Administration will provide for Bargaining Unit members a single or family plan at their election and pay the cost of only single plan coverage of the basic dental insurance. The plan will offer a deductible of \$25.00 for each individual covered, an annual maximum of \$1000.00, 100% UCR reimbursement for Type I preventive procedures, 80% UCR reimbursement for all other Type I procedures, 80% UCR reimbursement for Type II procedures (major treatment), and 50% UCR reimbursement for Orthodontia procedures (lifetime maximum benefit of \$1000.00).
- 41.2 Pre-Tax Treatment of Premium Participation: To the extent permitted by law, that portion of dental insurance premium charges contributed by the Bargaining Unit member will be deducted from pre-tax dollars.
- 41.3 Dental insurance under this article shall be provided to the domestic partner of the faculty member when verified by an affidavit developed by and filed with the Office of Human Resources.

ARTICLE 42

LIFE INSURANCE

- 42.1 The Administration will provide for Bargaining Unit Members Group Term Life and Accidental Death and Dismemberment (AD&R) Insurance equal to two (2) times base annual salary and with benefits the same as those included in the present carrier's life plan.
- 42.2 In the event of Total Disability, Term Life Insurance will be continued equal to the amount in force immediately before the start of disability, and will continue permanently as long as the Bargaining Unit member is declared disabled. Term life insurance premiums during the period of Total Disability will be at no cost provided the employee completes a waiver of premium subject to approval by the insurance carrier. To qualify for disability coverage, the Bargaining Unit member must apply prior to retirement but in no event will the application for disability be considered if it is filed after age 65.
- 42.3 The Administration and the Bargaining Unit members will continue to pay, for the term of this Agreement, the same proportions of the life insurance premium that they paid during the past three (3) year period.

- 42.4 Optional Additional Coverage: A Bargaining Unit member may elect to have additional group term life insurance coverage of one (1) times base annual salary and such coverage will be provided by the Administration with full cost of such additional coverage paid for by the Bargaining Unit member.
- 42.5 Pre-Tax Treatment of Premium Participation: To the extent permitted by law, that portion of life insurance premium charges contributed by the Bargaining Unit member will be deducted from pre-tax dollars.

ARTICLE 43

DISABILITY INSURANCE.

- 43.1 The Administration will provide for Bargaining Unit members Total Disability Insurance equivalent to that currently in force with the current carrier. The minimum benefit is 60% of the insured's monthly earnings up to a maximum of \$5,000.00 per month. This benefit will terminate in accordance with the terms of the disability plan in effect at the time.
- 43.2 The Administration and the Bargaining Unit members will continue to pay, for the term of this Agreement, the same proportions of the disability insurance premium that they paid during the past three (3) year period.
- 43.3 Pre-Tax Treatment of Premium Participation: To the extent permitted by law, that portion of disability insurance premium charges contributed by the Bargaining Unit member will be deducted from pre-tax dollars.

ARTICLE 44

RETIREMENT PROGRAMS

- 44.1 Members of the Bargaining Unit shall participate in the State Teachers Retirement System of Ohio, R.C. Chapter 3307, or the Alternative Retirement Plan (ARP), R.C. Chapter 3305, with eligibility and contributions as determined by regulations of said retirement systems. The election of whether to participate in STRS or, in the alternative the ARP, is irrevocable and cannot be changed while the Bargaining Unit member is employed at any Ohio public institution of higher education. The ARP providers currently participating are ING Life Insurance and Annuity Company, AXA Equitable Life Assurance Company, Teachers Insurance and Annuity Association College Retirement Equities Fund, and AIG Variable Annuity Life Insurance Company.

- 44.2 The contribution rates on the effective date of this Agreement were:
- STRS: University 14.0%
- Bargaining Unit Member 10.0%
- ARP: University 14.0% minus the required payment to STRS for the unfunded liability
- Bargaining Unit Member 10.0%
- 44.3 Early Retirement Incentive: If the Administration determines that it will review participation in the Early Retirement Incentive Plan provided by the State Teachers Retirement System (STRS) as outlined in Section 3307.35 of the Ohio Revised Code (ORC), such participation will be considered by a committee composed of the Director of Human Resources, the Vice President for Administration and Chief Financial Officer, the Provost and Vice President for Academic Affairs, and three (3) faculty members chosen by AAUP-CSU. That committee will make recommendations to the Administration concerning participation in the Early Retirement Incentive Plan. If the Administration decides to participate, any adopted plan must first be approved by both the Administration and AAUP-CSU.
- 44.4 Reporting of Payments: The Administration will continue the present reporting system regarding payments to the State Teachers Retirement System (i.e. - "paper pick-up") and ARP as required.

ARTICLE 45

FEES

- 45.1 Fees for courses taken by members of the Bargaining Unit and their dependents will be paid for out of income budgeted by the University in accordance with Section 72.02 of AM. SUB. House Bill 171. Dependents include spouses, domestic partners when verified by an affidavit developed by and filed with the Office of Human Resources, and natural or legally adopted children of the Bargaining Unit member. When the tuition remission benefit is activated for a dependent child, that dependent child's tuition benefit will continue for a period of five (5) years. Tuition remission benefits cease when a member of the Bargaining Unit resigns.
- 45.2 The foregoing benefit will also extend to retired members of the Bargaining Unit who retired from Central State University after at least ten (10) years of service to the University.
- 45.3 The foregoing benefit will extend to the dependents of deceased persons who, at the time of their death, were tenured or tenure-track members of the Bargaining Unit and will be subject to approval by the Board of Trustees of the University. However, the

dependent children of the deceased Bargaining Unit member must initiate the exercise of this benefit within five (5) years after graduation from high school. This benefit will continue for a period of five (5) years.

- 45.4 The foregoing benefit will also extend to the dependents, who were dependents at the time of retirement, of individuals who retired from Central State University after at least ten (10) years of service to the University and will be subject to approval by the Board of Trustees of the University. However, the dependent children of the retired Bargaining Unit member must initiate the exercise of this benefit within five (5) years after graduation from high school. This benefit will continue for a period of five (5) years.

ARTICLE 46

RIGHTS AND DUTIES OF THE AAUP AS AGENT

- 46.1 The Administration and the AAUP-CSU recognize that each has responsibility for the administration of this Agreement.
- 46.2 The Administration agrees that all members in the Bargaining Unit will have the right to organize freely, to join and to support AAUP-CSU for the purpose of engaging in collective bargaining. There will be no discrimination by the Administration because of membership in AAUP, nor will any attempt be made to discourage membership in AAUP.
- 46.3 Committees evaluating performance will consider and credit service to AAUP in the same manner as they consider and credit service to all other University committees.
- 46.4 AAUP-CSU will have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, auditoriums, and equipment, subject to the same regulations established for other organizations recognized by the University.
- 46.5 By January 1, 2012, the Administration will make available, without cost, space on the main CSU campus for an AAUP-CSU office. The office will be large enough to accommodate a desk, chair and storage/file cabinets. The Administration will also provide, without cost, local telephone service and computer access for the office.
- 46.6 AAUP-CSU will be afforded the privilege of contracting for University services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.
- 46.7 The Administration will grant a pool of release time of twenty-four (24) semester hours or eight (8) courses for faculty or equivalent duties for librarians in the period of this Agreement for the purpose of contract negotiation, contract administration and related duties. The AAUP-CSU will notify the Provost and Vice President for Academic Affairs of the names of persons who are to receive the release time no later

than thirty (30) days prior to the beginning of the semester. However, no one Bargaining Unit member should be released from more than one (1) course per semester or equivalent duties for librarians for the reasons stated in this Article. Approval of the Dean or Library Director must be obtained as to the particular teaching or library duties from which the faculty member is to be released.

- 46.8 AAUP-CSU will hold Chapter meetings at 4:00 P.M. on the second Thursday of every month that school is in session.
- 46.9 AAUP-CSU will be furnished with a copy of the minutes of each meeting of the Board of Trustees after the minutes are transcribed and approved.
- 46.10 The Administration will notify AAUP-CSU within thirty (30) days of granting of academic leave or other leave to any member of the Bargaining Unit.
- 46.11 Within sixty (60) days after the ratification of this Agreement, the Administration will provide AAUP-CSU with copies of the Personnel Forms which show the current status of all members of the Bargaining Unit. Subsequently, for the remainder of this Agreement, the Administration will promptly provide to AAUP-CSU copies of the Personnel Forms which show all initial appointments, terminations, and change of Bargaining Unit membership for members in the Bargaining Unit. The Administration will also provide to AAUP-CSU by October 1 of the years covered by this Agreement, lists containing the current budgeted salaries of all members of the Bargaining Unit.
- 46.12 The Administration will provide to AAUP-CSU a statement of student enrollments in classes taught by the University for the Fall semester of each academic year of this Agreement within thirty (30) days after such information is known. The Administration will also provide at the same time a statement of the full-time faculty positions, both filled and unfilled, which have existed in each college during the current academic year and which will exist for the following year.
- 46.13 During the term of this Agreement, the Administration will make available for inspection to AAUP-CSU, within a reasonable time after receiving a written request there from, such requested information in any form which is available, relevant and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available on any matter on which no final commitment or decision has been made by the Administration.
- 46.14 The Administration will deduct from the salary of all members of the AAUP-CSU the dues that are authorized, levied and collected from the general membership of AAUP-CSU upon the condition that AAUP-CSU furnish the Administration written authorization duly executed by members of AAUP-CSU permitting such deductions. An example of the authorization form to be used is attached as an appendix to this Agreement. AAUP-CSU will furnish the Administration with a list of persons who

authorize such deductions with the amount to be deducted and the University ID number for each.

- 46.15 Effective 30 days following the beginning of employment, members of the Bargaining Unit who are not members of AAUP-CSU shall pay to AAUP-CSU a Fair Share Fee. This does not require any member of the Bargaining Unit to become a member of AAUP-CSU. The deduction of a Fair Share Fee from the payroll checks of members of the Bargaining Unit and its payment to AAUP-CSU is automatic and does not require the authorization of the member. The President of AAUP-CSU will make known to the Administration and to Fair Share payers, by August 15th of each year, the amount to be deducted annually. The President of AAUP-CSU will notify Bargaining Unit members who are subject to Fair Share Fee payments within seven working days of the ratification of this Agreement. Payments by members holding religious conscientious objections shall be governed by paragraph 4117.09(C) of the Ohio Revised Code.
- 46.16 Fees will be deducted in ten (10) equal installments beginning with the end of September paycheck for members and fair share fee payers.
- 46.17 AAUP-CSU shall indemnify and hold the employer harmless against any and all claims, judgments, attorney fees, demands, suits, or other forms of liability or costs that arise out of, or relate to, any action taken or not taken by the Administration for the purpose of complying with the provisions of this Article.
- 46.18 The Administration will remit the membership and Fair Share Fees deducted as indicated in Article 46.14 and 46.15, to AAUP-CSU not later than fifteen (15) days after the date of such deductions.

ARTICLE 47

GRIEVANCE AND ARBITRATION

- 47.1 Intent: The parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and agree to use their best efforts to encourage the prompt settlement of such matters. Both parties encourage the resolution of complaints before they become formal grievances. It is understood that nothing in this grievance procedure will limit the existing right of an individual member of the Bargaining Unit to communicate with any person having administrative authority for the purpose of informal resolution of a complaint.
- 47.2 Both AAUP-CSU and the Administration agree that, when possible, they will try to utilize the services of the Agreement Management Committee as outlined in Article 48.2 to settle disputes prior to filing formal policy grievances that have broad impact on the Bargaining Unit. When such disputes are referred to the Agreement Management Committee, the time limit for initial filing of a formal grievance will be extended by written agreement, by the number of days between referral to the

Agreement Management Committee and final disposition of the matter by that Committee.

- 47.3 Definition: A "grievance" is a complaint or allegation by a member of the Bargaining Unit or by the AAUP-CSU that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement, or the past practices and policies hereinbefore defined in Article 7.
- 47.4 Time limits throughout this Article, referring to "days" will mean "working days" which are defined as days exclusive of Saturday, Sunday, formal holidays, periods when University Registration, classes and examinations are not scheduled, periods when the University is closed, and Summer Session. Either party may be granted, by mutual agreement, a reasonable extension whenever persons necessary for the proper presentation or defense of a grievance are unavailable.
- 47.5 Informal Procedure: Any member(s) of the Bargaining Unit may at any time present an informal complaint at the lowest administrative level having authority to dispose of same. Such a complaint, may be adjusted without intervention of the AAUP-CSU, provided that the adjustment is consistent with the terms of the Agreement. The administrator will notify the AAUP-CSU in writing of such adjustments. Similarly, any member of the Bargaining Unit may choose to discuss a complaint with the appropriate member of the Administration in the presence of a representative of the AAUP-CSU. The AAUP-CSU may informally present a complaint on behalf of any member of the Bargaining Unit or the AAUP-CSU to the appropriate administrator. The administrator will investigate the complaint as deemed appropriate and respond to the complaint in writing within ten (10) days. Any settlement, withdrawal, or disposition satisfactory to the member(s) or the AAUP-CSU of a complaint at this informal stage will be a final resolution of that particular complaint.
- 47.6 Formal Grievance: In the event that the complaint is not resolved satisfactorily through the informal procedure, the formal procedure for grievances will be invoked as follows:
- 47.7 Basic Provisions: All applicable steps of the grievance procedure set forth in this Agreement will be pursued to completion before any application for arbitration will be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.
- 47.8 At all levels of the formal grievance procedure and arbitration hearings, the parties will have the right to be present, and the right to have legal counsel present at their own expense.
- 47.9 Unless extended by mutual consent in writing, the time limits specified herein will be the maximum time allowed. In event of a failure to comply with the time limits on the part of the grievant(s) or AAUP-CSU, the grievance will be considered as having been withdrawn. In the event of failure to comply with the time limits on the part of

the Administration, the grievance will automatically be advanced to the next step of the procedure. In this latter instance, it is the responsibility of the grievant(s) to advance the grievance by filing a Grievance Disposition Reaction Form, at the next step, within ten (10) days of the failure to comply.

- 47.10 Means of Notification will be sent to the grievant's home address as it appears on the grievance form. Grievances will be processed on the forms which appear in the Appendix to this Agreement.
- 47.11 Any information pertaining to the grievance in the official file in the possession of the Administration needed by the grievant(s) or the AAUP-CSU in behalf of the grievant(s) to investigate and process a grievance will be provided to the grievant(s) or AAUP-CSU on request within five (5) days, at the cost of the grievant(s).
- 47.12 A member of the Bargaining Unit who participates in a grievance procedure will not be subject to discipline or reprisal because of such participation.
- 47.13 Formal Grievance Procedure: Grievances will be processed as described below unless the Administration and AAUP-CSU mutually agree to alter the procedure.
- 47.14 Within forty-five (45) days of an event, or knowledge of an event to which the grievant(s) wishes to object, the grievant(s) will submit a completed Faculty Grievance Form to the lowest level that has authority to effect a remedy, with copies to the Administration and AAUP-CSU.
- 47.15 Step 1 - Department Chairperson: Within ten (10) days after the receipt of the grievance form, the Chairperson will hold a hearing on the grievance at a time which is mutually convenient to the parties. The Chairperson will attempt to determine the facts pertaining to the grievance, and notify the grievant(s) on a Grievance Disposition Form of his or her decision within ten (10) days after the hearing. Within ten (10) days after receipt of the disposition by the Chairperson, the grievant(s) may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.
- 47.16 Step 2 - Dean: In those cases where a grievance originates at the Dean's level, the Dean will hold a hearing within twenty (20) days after receipt of the grievance at a time which is mutually convenient to all parties. The Dean will file a disposition with the grievant(s) within ten (10) days after the hearing. Within ten (10) days after receipt of the disposition by the Dean, the grievant(s) may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.
- 47.17 In those cases where the Dean receives an appeal from Step 1, the Dean may either transmit a Grievance Disposition Form to the grievant(s) within ten (10) days after receipt of the appeal, or hold a hearing within ten (10) days after receipt of the appeal at a time which is mutually convenient to the parties. If the Dean holds a hearing, the Dean will file a disposition with the grievant(s) within ten (10) days after the hearing.

Within ten (10) days after receipt of the disposition by the Dean, the grievant(s) may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

47.18 Step 3 - Provost and Vice President for Academic Affairs/President: In those cases where a grievance originates at the level of the Provost and Vice President for Academic Affairs/President, the Provost and Vice President for Academic Affairs/President will hold a hearing within twenty (20) days after receipt of the grievance at a time which is mutually convenient to all parties. The Provost and Vice President/President will file a disposition with the grievant(s) within ten (10) days after the hearing. Within ten (10) days after receipt of the disposition by the Provost and Vice President/President, the grievant(s) may appeal to arbitration by completing and distributing a Grievance Disposition Reaction Form. Within thirty (30) days after receipt of the appeal to arbitration, AAUP-CSU will notify the Administration and the grievant(s) whether it supports the appeal. In matters involving Termination for Cause, AAUP-CSU support for an appeal to arbitration will not be required.

47.19 In those cases where the Provost and Vice President for Academic Affairs/President receives an appeal from Step 2, the Provost and Vice President/President may either transmit a Grievance Disposition Form to the grievant (a) within ten (10) days after receipt of the appeal, or hold a hearing within ten (10) days after receipt of the appeal at a time which is mutually convenient to the parties. If the Provost and Vice President/President holds a hearing, the Provost and Vice President/President will file a disposition with the grievant(s) within ten (10) days after the hearing. Within ten (10) days after receipt of the disposition by the Provost and Vice President/President, the grievant(s) may appeal to arbitration by completing and distributing a Grievance Disposition Reaction Form. Within thirty (30) days after receipt of the appeal to arbitration, AAUP-CSU will notify the Administration and the grievant(s) whether it supports the appeal. In matters involving Termination for Cause, AAUP-CSU support for an appeal to arbitration will not be required.

47.20 Step 4 - Arbitration: If AAUP-CSU supports the appeal to arbitration, representatives of the Administration and AAUP-CSU will meet within ten (10) days to select an arbitrator or to request the Federal Mediation and Conciliation Service or the American Arbitration Association to supply them with a list of names from which they will select an arbitrator. The arbitrator will be selected from the list within ten (10) days of receipt of the list or a new list will be requested. If there is a doubt as to the arbitrability of a grievance, the parties will request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he or she will then proceed to conduct a hearing on the merits of this grievance. The arbitrator will have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's decision will be binding upon the Administration, AAUP-CSU, and the grievant(s). The arbitrator will render a decision within thirty (30) days after the arbitration hearing.

47.21 The arbitration procedures will be governed by the following:

- a) The language of this Agreement will be binding on the arbitrator.
- b) The arbitrator will neither add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration will be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator will have no authority to determine any other issue.
- c) All fees and expenses of the arbitrator will be divided equally between the parties. Any party desiring a transcript of the proceeding will bear the cost.
- d) The arbitrator shall not render any decision that would result in the violation of this Agreement or a public statute or regulation.
- e) The arbitrator shall make no award, except for interest, that provides Bargaining Unit Member compensation greater than would have resulted had there been no violation.

47.22 Anything in this Article notwithstanding, the arbitrator shall have no power to review or consider any matter relating to appointment, reappointment, promotion, or the granting of tenure of or to member(s) or prospective member(s) of the Bargaining Unit other than the interpretation of procedural requirements of Articles 13, 14, 15 and 16. In grievances concerning promotion in academic rank or the award of tenure, the arbitrator shall only have the power to remand the negative decision being grieved with directions as to procedures to be followed and information to be considered.

47.23 The AAUP-CSU will have final decision, in its sole discretion, on whether a particular grievance will be submitted to arbitration.

47.24 In the event that a grievant(s) decides to pursue the grievance through any other lawful means, such grievance will be considered withdrawn and the grievant(s) may pursue the case through any court of competent jurisdiction. Exercise of such other lawful means will compromise the grievant(s)' sole remedy and the grievant(s) will waive his/her/their right to the grievance procedure and arbitration hereunder.

47.25 Other Cases: The procedures of this Article will be available to settle questions raised by the Administration or AAUP-CSU concerning the meaning or application of the terms of this Agreement. If such questions arise, the Administration or AAUP-CSU may file a statement thereof with the other party with appeal to arbitration according to the time limits and other restrictions specified in this Article.

ARTICLE 48

AGREEMENT MANAGEMENT

- 48.1 In order to facilitate communications between the AAUP-CSU and the Administration, there will continue to be a Agreement Management Committee consisting of six (6) members as follows. The AAUP-CSU and the Administration will each appoint three (3) members and will notify the other party of the names of their respective appointees by August 31 each year.
- 48.2 The duties of the Agreement Management Committee will be to discuss problems of Agreement implementation and management, identify Agreement oversight or lack of clarity, make suggestions for improved Agreement management and settle, if possible, unit clarification issues.
- 48.3 The Agreement Management Committee will meet at least once each academic semester. The Chairperson of the Agreement Management Committee shall rotate one (1) semester at a time between the parties unless otherwise agreed to by the parties.
- 48.4 The Agreement Management Committee will not become involved in the grievance process. The parties further agree that this Agreement Management Committee is the proper forum to use in questions which have broad impact on the collective bargaining process.

ARTICLE 49

SAVINGS AND SEPARABILITY

- 49.1 In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity will not affect the remainder of this Agreement which will be construed and applied as if such provision or part thereof, to the extent to which it is illegal or invalid, were not contained therein, and each other provision or part thereof will remain in full force and effect; provided, however, if requested by either, the parties will, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 50

MEET AND CONFER

- 50.1 The leadership of the AAUP-CSU and the University shall meet periodically to discuss matters of mutual concern. Such meetings shall be scheduled by the President of AAUP-CSU and the University upon request of either party. The requesting party will provide an agenda at least twenty-four (24) hours prior to the meeting.

ARTICLE 51

DURATION AND AMENDMENT

- 51.1 Term: This Agreement will be effective as of September 1, 2011 and will continue in full force and effect to and including August 31, 2014.
- 51.2 Continuation of Agreement: The Agreement will continue in full force and effect to and including August 31, 2014. The Agreement will continue in effect from year- to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Administration and the AAUP-CSU will meet for the purpose of negotiation and will commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.
- 51.3 If, pursuant to such negotiation, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement will continue in effect unless terminated by either party upon seven (7) days written notice to the other.

ARTICLE 52

ADMINISTRATION RIGHTS

- 52.1 The Administration, directly or acting through its duly constituted authorities, retains and reserves exclusively to itself all powers, rights and authority conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States. Except where expressly stated in this Agreement, nothing contained herein shall limit the Administration's right to adopt new or modify or terminate existing policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Administration will bargain, in accordance with its legal duty, over the employment effects of its actions.
- 52.2 Except as modified by this Agreement, none of the rights reserved exclusively to the Administration shall be subject to the grievance procedure of this Agreement.

Negotiators for the University

Laura L. Wilson
General Counsel
Central State University
Chief Negotiator

Dr. Willie Houston
Associate Vice President

Dr. Lovette Chinwah
Interim Dean, College of Humanities,
Arts and Social Sciences

Kimberly Manigault
Director, Human Resources

Negotiators for AAUP-CSU

Rebecca Ertel
Associate Professor
Chief Negotiator

David Rubin
Emeritus, Biology

Anthony Arment
Associate Professor of Biology

Lugene Bailey
Librarian

SIGNATORY TO AGREEMENT

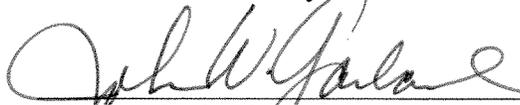
CENTRAL STATE UNIVERSITY



Gary A. Dowdell, Chair
Central State University Board of Trustees

6/15/2012

Date



John W. Garland
President

6/20/12

Date



Laura L. Wilson
General Counsel/Chief Negotiator

6/18/2012

Date

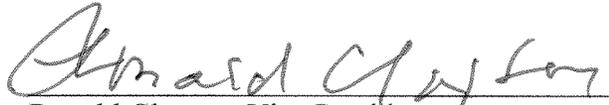
**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
CENTRAL STATE UNIVERSITY**



Cadance Lowell, President

8-14-12

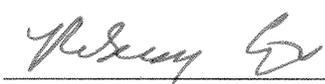
Date



Ronald Claxton, Vice President

8-14-12

Date



Rebecca Ertel, Chief Negotiator

8/13/2012

Date

APPENDIX A
GRIEVANCE FORMS

Date Filed _____

*Level at Which Grievance is Initiated _____

Faculty Grievance Form

Name of Grievant _____

Home Address _____

City _____ State _____ Zip _____

College _____ Department _____

Telephone (Home) _____ (Office) _____

Date Cause of Grievance Occurred _____

Statement of Complaint of Grievance: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature

Date

cc: Grievant, Chairperson of AAUP-CSU Grievance Committee, President of AAUP-CSU,
Department Chairperson, Dean, Provost and Vice President for Academic Affairs

* Step 1 = Chairperson

* Step 2 = Dean

* Step 3 = Provost and Vice President for Academic Affairs/President

Grievance Disposition Reaction Form

Re: Grievance Filed on _____
Date

Complete this form and return copies to the offices indicated below within ten (10) days.

1. Check the appropriate box.

- I accept the disposition of my grievance at Step 1 2 3 (Circle the appropriate number).
- I reject the disposition of my grievance and will advance my appeal to Step 2 3 4 (Circle the appropriate number) (Appeals must be advanced within (10) days of receipt of the disposition)
- I reject the disposition of my grievance since it fails to resolve the issue satisfactorily, but I do not intend to appeal further.
- The Administration failed to comply with the time limits as stated in the Article on Grievance and Arbitration. Therefore, I will advance my appeal to Step 2 3 4 (Circle the appropriate number)

2. Grievant: _____
(Please type or print name)

Signature _____ Date _____

cc: Grievant, Chairperson of AAUP-CSU Grievance Committee, President of AAUP-CSU, Department Chairperson, Dean, Provost and Vice President for Academic Affairs

APPENDIX B

AAUP MEMBERSHIP FEE DEDUCTION AUTHORIZATION FORM

MEMBERSHIP FEE DEDUCTION AUTHORIZATION

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

CENTRAL STATE UNIVERSITY CHAPTER

Name _____

Social Security No. _____

Department _____

Home Address _____

I hereby authorize Central State University to deduct from my payroll payments $\frac{3}{4}$ of 1% of my academic year salary, in equal monthly installments from September through June, as my dues to the American Association of University Professors (Central State University Chapter). This deduction is to be turned over to AAUP-CSU.

I voluntarily authorize this deduction on a continuing basis, but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to AAUP-CSU and to the Payroll Office of Central State University.

Signature _____ Date _____

APPENDIX C

POLICIES AND APPLICATION PROCEDURE GOVERNING FACULTY IMPROVEMENT LEAVE

PURPOSE

The purpose of Faculty Improvement Leave is to promote the academic and professional competence of faculty members, thereby strengthening their contribution to the University as teachers and scholars.

ELIGIBILITY

A faculty member holding the rank of Assistant Professor, Associate Professor, or Full Professor is eligible for Faculty Improvement Leave after seven (7) or more consecutive years of full-time service to the University. A faculty member may not count more than one year of leave of absence without pay towards the seven consecutive years of service in meeting the eligibility requirement.

POLICIES

1. An applicant for Faculty Improvement Leave should discuss the proposed time and duration of leave with the Department Chairperson before submitting an application. If the applicant is a Chairperson, s/he should discuss the conditions of the proposed leave with the Dean of the College before submitting an application.
2. No more than one faculty member in a discipline will be awarded a Faculty Improvement Leave at same time. Within a discipline, priorities for Faculty Improvement Leave will be based on length of service, rank, and value of the proposed leave to the University.
3. A Faculty Improvement Leave is approved for a specific period of time. A faculty member with an approved leave who finds that it will be impossible to take the leave should notify his/her Chairperson immediately. Any subsequent request for leave will be treated as a new application.
4. Upon approval, Faculty Improvement Leave will be granted for one academic year at 2/3 annual salary. Granting of Faculty Improvement Leave is contingent upon availability of funds. A faculty member on leave will have the right to participate in any or all fringe benefits to which s/he would have been entitled if not on leave.
5. A faculty member whose application is refused solely because of the needs of the Department or College should be encouraged to submit an application for the following year. In such cases, efforts will be made to arrange to make leave possible.

6. A faculty member on leave shall be considered for the normal salary increase upon his/her return to Central State University.
7. During the period of leave the recipient will be permitted to accept, in addition to the compensation s/he receives from the institution, fellowships, government grants, honorariums, etc., for purposes related to the leave.
8. The recipient of the Faculty Improvement Leave must sign a statement obligating him/her to continue in service to the University for at least twice the length of the leave, or repay the University the amount of the Faculty Improvement Leave stipend with interest.
9. The recipient of a Faculty Improvement Leave is expected to submit a report which describes in reasonable detail the extent to which the objectives stated in the approved plan were met. This report is due three months after the end of the leave and should be distributed to the Department Chairperson, Dean, Provost and Vice President for Academic Affairs and the President.

APPLICATION PROCEDURE

1. To be considered for Faculty Improvement Leave, an eligible faculty member must complete and submit an application with a prospectus through the appropriate administrative channels.

The prospectus must include, but is not limited to, the following:

- a. a list of objectives to be accomplished during the leave;
- b. a description of any study to be undertaken at other institutions;
- c. a description of the research or other scholarly activity to be undertaken (including the topic, location, and any other persons involved);
- d. an explanation of any travel related to the research or study;
- e. an explanation of whether the proposed research is new, a continuation of, or a conclusion of present research;
- f. an explanation of how the Faculty Improvement Leave will contribute to the applicant's development as a teacher and as a scholar;
- g. an explanation of how the leave will contribute to the development of the applicant's Department and to the fulfillment of the University's mission; and
- h. a current copy of the applicant's curriculum vitae.

2. The completed application should be submitted to the Department Chairperson no later than September 15 during the Fall Semester of the year preceding the leave request. For example, an application for Faculty Improvement Leave beginning Fall Semester 2010 must be submitted by September 15, 2009.
3. The Department Chairperson will forward the application to the Dean of the College within ten working days after its receipt from the faculty member, with an accompanying letter that explain;
 - a. the merits of the proposal;
 - b. the benefits to Departmental program(s);
 - c. plans and resources needed to cover the faculty member's teaching and other responsibilities; and
 - d. the Department's recommendation.
4. The Dean will forward the application to the Provost and Provost and Vice President for Academic Affairs within ten working days after its receipt from the Department Chairperson, with an accompanying letter that explains:
 - a. the merits of the proposal;
 - b. the benefits the proposed research or scholarship will bring to the College;
 - c. an appraisal of the Department's plans for covering the faculty member's teaching and other responsibilities;
 - d. the Dean's recommendation.
5. The Provost and Vice President for Academic Affairs will appoint and chair a review committee consisting of three Department Chairs and three tenured faculty to review all applications received. In evaluating each application the review committee will consider:
 - a. the applicant's length of service without a Faculty Improvement Leave;
 - b. the benefits of the proposed project to the Department, College and University
 - c. the proposed project's contribution to the professional development of the faculty member;
 - d. the faculty member's record of past service, including creative and research contributions, teaching , committee work, and community service.

6. After considering the advice of the review committee, the Provost and Vice President for Academic Affairs will make a recommendation to the President within ten (10) working days after receiving the recommendation(s) of the review committee.
7. The President will make a recommendation to the Board of Trustees at its first meeting subsequent to receiving the recommendation from the Provost and Vice President for Academic Affairs, provided that there is a minimum of fifteen working days separating the two events. If the time frame is less than fifteen working days, a recommendation will be made at the next meeting of the Board of Trustees.
8. With the exception of Board of Trustees approval, all steps in the application, review and recommendation process on Faculty Improvement Leaves should be completed no later than January 1 of the year proceeding the academic year in which the Leave would occur.

APPENDIX D

POLICY AND PROCEDURE 310

AREA: General Administration

Date adopted:

Certified by _____

Colette Pierce-Burnette
Vice President for Administration
and Chief Financial Officer

Revisions approved:

**Subject: POLICY AND PROCEDURES FOR INTELLECTUAL
PROPERTY**

1. Purpose and Scope

a. Introduction

Central State University believes that respect for intellectual labor and creativity is vital to academic discourse and enterprise and that, where possible, it should make results from scholarly pursuits available to industry and the public on a reasonable and effective basis, while at the same time providing adequate recognition to scholars.

b. Who is Covered by this Policy

All University employees are covered by this policy. Also covered are non-employees (including students, visitors, volunteers, fellows, and scholars) who are aided by a significant use of University resources.

c. What is Covered by this Policy

This policy applies to all inventions, discoveries, trademarks, and copyrightable works made or authored by covered individuals, and to any royalties derived there from. It does not apply to University service marks, nor to property belonging to others or in the public domain.

2. Definitions

a. Inventions are, under federal patent law (U.S.C. Title 35), novel and useful ideas relating to processes, machines, manufactures, and compositions of matter. An invention can be made solely or jointly with others as co-inventors. To be recognized legally, a co-inventor must have conceived of an essential element of an invention or contributed substantially to the general concept.

b. Copyrightable works are, under federal copyright law (U.S.C. Title 17, as amended by the 1976 Copyright Act), original works of authorship that have been fixed in any tangible

medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include:

- Literary works, such as books, journal articles, poems, manuals, memoranda, tests, instructional material, databases, bibliographies;
- Computer software, which in addition to being copyrightable, may also be patentable;
- Musical works including any accompanying words;
- Dramatic works, including any accompanying music;
- Pictorial, graphic, and sculptural works, including photographs, diagrams, sketches, and integrated circuit masks; and
- Motion pictures and other audiovisual works such as videotapes; and sound recordings.

c. A trademark includes any word, name, symbol, device, or any combination, used, or intended to be used, in commerce to identify and distinguish the goods of one manufacturer or seller from goods manufactured or sold by others, and to indicate the source of the goods.

d. Discoveries are defined for the purpose of this policy as new products or processes that are not patentable inventions or copyrightable works but that may contain or be based on proprietary information. Examples include tangible research property such as biological materials (including cell lines) and chemical substances; prototype devices and equipment; and research data. Discoveries sometimes may be protected as trade secrets.

e. An intellectual property record, according to §149.43 of the Ohio Revised Code, is a record, other than a financial or administrative record, that is produced or collected by or for faculty or staff of a state institution of higher education in the conduct of or as a result of study or research on an educational, commercial, scientific, artistic, technical, or scholarly issue, regardless of whether the study or research was sponsored by the institution alone or in conjunction with a governmental body or private concern, and that has not been publicly released, published, or patented.

f. To make an invention or discovery means to first conceive it or reduce it to practice.

g. A royalty is a payment made to an owner of intellectual property for the privilege of practicing a right under a patent, copyright, or discovery. The term 'royalty' does not apply to funds awarded to the University under sponsored agreements nor to gifts made to the CSU Foundation.

h. Net Revenue is defined as gross royalty income less actual expenses incurred by the University in administration of the intellectual property, including but not restricted to legal fees and patent maintenance fees.

i. An employee's scope of employment is determined by the employee's job description (or functionally equivalent document). It does not include the general obligation of faculty to produce scholarly/aesthetic works and course materials.

j. Significant use of University resources is the use of University facilities, staff or funds beyond those normally available to members of the University community. Some examples are:

- Extended use of time and energy by the developer(s) in the creation or promotion of the intellectual property enabled by a reduction in the levels of teaching, scholarship, or citizenship activities, so that anticipated performance in these areas is at a level significantly less than normal;
- Use of products or services obtained by a substantial expenditure of University funds in support of the intellectual property's creation;
- Direct assignment or commission from the University to undertake a creative project as a part of the developer's regular appointment;
- Substantial use of funding from gifts to the University to support creation of the intellectual property involved; and
- Production of the intellectual property under specific terms of a sponsored research grant or contract.

Use of assigned office space, normal clerical support, and routine use of library resources, desktop computers and office supplies are not significant use of University resources.

k. A work for hire, according to the 1976 Copyright Act, is:

- A work prepared by an employee within the scope of his or her employment [see above definition]; or
- A work specially ordered or commissioned for use if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

l. A disclosure shall include any revelation of the design or workings of the invention or any public use, sale, or publication of the invention anywhere in the world.

m. A patent is granted by the United States government for inventions and gives the patentee the right to prevent others from making, using or selling the patented invention. A patent may be issued to any person who invents or discovers any new and useful process, machine, manufacture or composition of matter.

n. A copyright is created under a federal statute when a work is fixed in tangible form. The copyright gives the owner the right to prevent others from copying all or a significant portion of a work. Copyrights may be obtained for a wide variety of works including books, works of art, musical compositions, motion pictures and recordings, etc.

o. The Chief Intellectual Property officer is an individual appointed by the Provost who is an administrator with special knowledge and experience in matters of intellectual property.

p. The Intellectual Property Advisory committee is a committee made up of six individuals having special knowledge and experience in matters of intellectual property. The committee will be selected based on the field of expertise required to properly review each

application. Three members shall be faculty members appointed by the Senate, and three members shall be administrators appointed by the Provost.

3. Policy

a. Discoveries and Inventions

(i) All rights to and interests in discoveries or inventions, including patents thereon, which result from research or investigation conducted in any experiment station, bureau, laboratory, or research facility of the University or by employees of the University acting within the scope of their employment or with funding, equipment, or infrastructure provided by or through the University, shall be the sole property of the University. All rights and interests in software, although it is copyrightable, shall be the property of the University when it is required for an invention or is part of an invention. Covered individuals who make or participate in the making of such discoveries or inventions in the course of fulfilling their University responsibilities or with use of University resources shall promptly disclose their discovery or invention to the Chief Intellectual Property Officer, using the disclosure form prescribed by that official. Use of this form has the effect of initiating the process of review for patentability and commercialize-ability.

(ii) Rights to inventions arising in the course of government or other externally sponsored research are controlled by the terms of the agreement between the University and the sponsor and/or applicable federal regulations.

(iii) Inventors shall be entitled to share in any royalty income received by the University for their discoveries or inventions, in accordance with the University's royalty distribution schedule (see 6.b. below). The University shall maintain distributions of an inventor's respective share of such royalties after the inventor terminates his or her University employment.

(iv) Covered individuals agree to assist and cooperate with the University in obtaining and enforcing patents, including, without limitation, executing and delivering all assignments, documents and instruments reasonably requested by the University in conjunction with obtaining and enforcing patents within the United States or any foreign jurisdiction.

(v) The University has no obligation to pursue or maintain patent protection for disclosed inventions. If, following consultation with the Intellectual Property Advisory Committee, the Chief Intellectual Property Officer recommends that the University not pursue a patent application, maintain a patent, or otherwise market that invention, then the University may assign ownership to the inventor(s) while retaining a royalty-free license to use the invention for non-commercial purposes. The University shall duly consider a covered individual's request for assignment of an invention, in which that individual has had input, when the University chooses not to pursue a patent application, maintain a patent for that invention, or otherwise market that invention.

(vi) The University will consult with the inventor(s) who discloses a discovery or invention before marketing such discovery or invention.

b. Copyrightable Works

(i) Covered individuals retain ownership of their own copyrightable works unless the work is a work for hire or is subject to a separate written agreement that requires assignment to the University or to a third party. In the case of assignment to the University, the author will retain the right to use the material for his or her own non-commercial purposes.

It is emphasized that the legal copyright owner is the author of the work—the person(s) who gives tangible expression to the idea regardless of who might have been the original creator of that idea. For example, if a student writes a paper based on a professor's idea, and the professor is not a co-author of the work, the student is, by law, the sole copyright owner.

(ii) Covered individuals shall cooperate with and sign all documents reasonably requested by the University to enable it to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to the University. The University shall cooperate with and sign all documents reasonably requested by a covered individual to enable him or her to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to that individual.

(iii) Traditional faculty products of scholarly activity that have customarily been considered to be the restricted property of the author will be owned by the author regardless of the medium in which the work is embodied. Such traditional products include, but are not limited to, journal articles; textbooks; monographs; works of art, including paintings and sculptures; and musical compositions. The University does not claim any ownership rights to such works.

The University also does not claim ownership of traditional academic works produced by professional employees who, though not appointed as faculty, play a role in supporting the academic mission of the University. In addition, the author of such traditional works is responsible for compliance with applicable copyright laws. If such works embody a patentable invention, the inventor will disclose and assign ownership of the invention to the University in accordance with the above policy on "Discoveries and Inventions."

(iv) Royalties earned from the commercialization of traditional faculty products will accrue entirely to the author(s) as personal income, unless copyright was previously assigned to the University or significant University resources were used in the production of the work. For traditional faculty products requiring significant use of University resources, author(s) will repay the University for identifiable resources from any personal income earned. Before making significant use of University resources in the creation of such works, covered individuals shall consult with their Chair or supervisor, who shall have the opportunity to consult with the Chief Intellectual Property Officer prior to approval.

(v) As a public institution subject to State and Federal laws and regulations pertaining to access by certain public officials to research data, the University, in order to be able to investigate allegations of scientific misconduct, will have unlimited access to records, notebooks and other repositories of information arising out of sponsored research. The research project Principal Investigator is responsible for the maintenance and retention of research data. Information on required retention periods may be obtained from the Chief Research Officer.

(vi) Development of distance learning courseware, instructional software, and other multimedia works involving significant University resources requires a written agreement between the University and the creator(s) outlining the rights and responsibilities of the parties. The agreement will cover, at a minimum, ownership, the right of the creator(s) to erase videotape or delete from a Web server any or all of the course content at the conclusion of a course, the need for written permission from the creator for the modification, reuse, or sale of courseware, the responsibility for obtaining copyright permission for items used in the creation of courseware, and the distribution of royalties.

(vii) University faculty may request the Chief Intellectual Property Officer to assist them in registering their copyrights with the U.S. Copyright Office. Copyright owners may assign their copyrights to the University, which may, at its option, endeavor to commercialize the copyrighted work. Any royalties generated would be shared in accordance with the royalty distribution schedule in section 6.b. of this policy.

(viii) Students own project reports or theses, including any computer software developed as part of the student project. However, students, as a condition of enrollment, grant royalty-free permission to the University to reproduce and publicly distribute, on a noncommercial basis, copies of these documents. In certain situations the Chief Intellectual Property Officer, in consultation with the thesis director or faculty advisor, may conclude that joint ownership by the University and student is appropriate for computer software developed as part of a student project, thesis or dissertation. In such cases the Chief Intellectual Property Officer shall prepare an agreement between the University and the student as soon as practicable during the process of carrying out the research project but prior to the final submission of the student project report or thesis. Notwithstanding the preceding, if the student authors copyrightable material that is either subject to requirements of a sponsored agreement or is research data, such material will be owned by the University or the supervising faculty member pursuant to any such sponsored agreement and this policy.

c. Trademarks

(i) Any trademarks created by a covered individual at the request of the University shall be owned by the University.

(ii) Trademarks created by a covered individual in association with an invention, discovery, or copyrighted material shall be owned by the same party that owns the invention, discovery or copyrighted material.

d. Intellectual Property Records

(i) Pursuant to §149.43 of the Ohio Revised Code, intellectual property records are not considered "public records" and so are not subject to public inspection. Requests for access to intellectual property records should be referred to the Office of General Counsel.

4. Responsibilities

a. Inventors are responsible for promptly disclosing the inventions they make to the

Chief Intellectual Property Officer when required by this policy. The Chief Intellectual Property Officer may call upon inventors for advice and cooperation in order to assist the University's efforts to patent and/or market the invention.

b. Copyright holders are responsible for assigning copyright ownership to the University when required by this policy. Copyright assignments should be processed through the Chief Intellectual Property Officer.

c. Custodians of University-owned discoveries and proprietary information owned by third parties are responsible for taking reasonable steps to prevent unauthorized use or inadvertent public disclosure of such discoveries and information. These steps may include requiring those who have access to the discovery or information to sign a non-disclosure agreement.

d. The Chief Intellectual Property Officer, in consultation with the Intellectual Property Advisory Committee, and with the advice of the Office of General Counsel, the Chief Research Officer, the inventor or author, and outside organizations as appropriate, is responsible for:

- administering, in a confidential and expeditious manner, all intellectual property disclosed to him or her;
- seeking the advice of the Intellectual Property Advisory Committee; conducting patent searches, marketability assessments, and license negotiations; licensing, marketing, and distributing (either directly, through members of the University community, or through outside organizations) intellectual property in which the University has rights;
- providing information on intellectual property issues to the University community;
- interpreting requirements of sponsored agreements regarding intellectual property;
- providing assistance in registering the copyright to any works in which the University has rights and, upon request, in registering the copyright to faculty- owned work;
- arranging the distribution of royalty income earned by the University under license agreements or other arrangements in accordance with the royalty distribution schedule in section 6.b. below;
- making recommendations to the Office of General Counsel concerning patent applications and maintenance of patents;
- defraying the costs (either directly or through licensees) of patent applications, maintenance fees, registration fees, and other costs incurred in administering intellectual property;
- preparing or assisting in preparing reports on intellectual property matters, including royalty income, for members of the University community, external sponsors, and other requesting organizations; and
- determining the rights of the University in any invention, discovery, or copyrightable work covered by this policy. Inventors and authors may appeal this determination to the Chief Academic Officer.

e. The Office of General Counsel is responsible for providing advice to the Chief Intellectual Property Officer and for liaison with the University's patent attorneys.

f. The University Purchasing Director is responsible for ensuring that professional consulting agreements awarded by the University contain appropriate provisions for protection of University intellectual property rights.

5. Intellectual Property Rights Resolution Board

a. An Intellectual Property Rights Resolution Board shall be established and empowered to provide internal resolution procedures in the case of a dispute of the ownership of intellectual property, or other interpretations of this policy.

(i) If no prior agreement has been reached on ownership rights to the intellectual property in question and the University or any Faculty collaborator wishes to assert rights of ownership, the University or the Faculty member may request such determination by the Intellectual Property Rights Resolution Board.

(ii) The Board shall resolve disputes arising from the failure of one or more of the parties to fulfill the terms of an agreement. In the case that the Board finds that one or more of the parties failed to meet its obligations, the Board may recommend a new distribution of ownership rights and subsequent use.

(iii) The Board shall be empowered to request any and all parties to submit evidence related to each case and to seek testimony from witnesses. The Board may adopt such rules and regulations for hearing and deciding cases that are consistent with this policy. These rules and regulations shall be made available by the Board, to the University, and to the parties to a specific case.

(iv) By engaging in these procedures, neither a Faculty member nor the University waives other rights as provided by the collective bargaining agreement between the University and the American Association of University Professors (AAUP) and applicable state and federal law.

b. The Board shall consist of three members of the University administration appointed by the Provost and three Faculty members appointed by the AAUP.

(i) The Chair of the Board shall be determined annually by the Board members.

(ii) The term of Faculty members shall be three years, except that the initial appointments shall be for staggered terms. The terms of all Board members shall begin with the fall semester of the academic year except that if a case is being heard, the Board, as constituted at the start of the case, shall hear the case to its conclusion.

(iii) The Board shall report to the Provost.

c. In considering a dispute as to ownership rights, the Board shall hear all evidence relating to a case. Accordingly, the procedures at the hearing shall be informal and nonadversarial in nature. All persons and parties necessary to a full and complete hearing should be present. However, none of the parties to the case may be represented by legal counsel. A party may be represented by other members of the academic administration or by members of the Faculty who may act in an advisory role to the party.

d. After hearing the case, the Board shall render a determination of the ownership rights of each party to the intellectual property in question. Each party shall receive in writing notice of this determination. Should the Board fail to reach a majority determination or should either party disagree with any such determination, an appeal shall be directed, in writing, to the Provost for final determination within the University.

6. Royalty Distribution Schedule

a. At the time that the invention disclosure form is filed with the Chief Intellectual Property Officer, the inventor shall assign all rights to the invention or discovery to the University.

b. Any net revenue deriving from an invention owned by the University, whether patented or not, shall be shared between the inventor(s) and the University according to the following schedule.

Net Revenue Income Distribution

Inventor	University
40%	60%

c. Determination of net financial returns as used in this policy shall be made by the Chief Intellectual Property Officer in accordance with generally accepted accounting principles.

APPENDIX E

ITEMS FOR INCLUSION IN LETTER OF APPOINTMENT TO NEW FACULTY

The letter of appointment to a new faculty member at Central State University may include information deemed appropriate by the Administration, but will include at a minimum the following items:

1. The precise terms of the appointment (e.g., annual salary, whether tenured, tenure-track or term).
2. The rank and title of the appointment (e.g., “Assistant Professor of Chemistry”).
3. The department(s) in which the faculty member’s appointment will reside.
4. The number of prior years of service at another institution (if applicable) which are being credited toward the probationary period at Central State University.

APPENDIX F

DISTANCE EDUCATION

Definitions

A. Distance Education: A general term used synonymously with distributed education, distance learning, online learning, e-learning, or applied to a range of other teaching and learning activities delivered at a distance through technology. Distance Education at Central State University will be defined as “any facilitated formal instructional delivery system utilizing contemporary technologies that is not self paced where the students and faculty are separated by time and/or distance.”

B. Online course: Any course offered by the University in which 100% of the instruction occurs online. These courses require no face-to-face or classroom attendance. Online courses will be offered through Central State University’s Course Management System (CMS).

C. Hybrid course: Any course offered by the University in which some portion of traditional face-to-face "seat time" has been replaced by online or interactive video course activities. Online course activities will be offered through Central State University’s CMS.

D. Interactive video course: Any course offered by the University in which face-to-face interaction is provided through room-based video, desktop-based video, or other modes of interactive audio and video conferencing.

General Principles

- A. Faculty engaged in distance education shall have the same academic freedom as faculty have in the traditional learning environment.
- B. Distance education courses will be assigned to an instructor in the same manner as traditional courses, except that no faculty member may be required to teach via distance education.
- C. Development and delivery of distance education courses and materials will be offered to qualified full-time faculty first. If insufficient qualified faculty volunteer, the administration may contract with adjunct faculty to develop and/or deliver courses or outside vendors to develop courses.
- D. Distance education courses shall be subject to the same principles and procedures of shared governance as other curricular matters.

Ownership, Compensation, Copyright, and Intellectual Property

A. Distance Education Courses

1) The administration may contract with full-time faculty to develop distance education materials or courses. This shall include, but not be limited to, entire courses, software, or other aids. Development by or purchase of such courses or materials from persons other than full-time faculty shall only be done with the participation and approval of the full-time faculty in the

department in which the course will be offered or the materials used except when full-time faculty have exercised their right of first refusal or when there are no qualified full-time faculty. Purchase of “off-the-shelf” ancillary software is not subject to these requirements.

2) Compensation for development of distance education courses and components of courses, software, or other materials for use in distance education shall be:

To develop and create your own content for the full course using only approved copyrighted material. Supplemental pay of \$2,500.00 for the original developed course only, this course may be updated but not recreated;

When the majority of the course content is uploaded from the publisher, with no original content being provided. Supplemental pay of \$500.00 per course will be paid to the instructor; or

When there is a balance between the course content and the content from the publisher being used to motivate the online students to ensure participation in the online course or the development of a course less than 3 credit hours, Supplemental pay will be determined by the Online Learning Committee.

3) Pursuant to Section 3(vi) of the CSU “Policy and Procedures for Intellectual Property” (Appendix D), the University retains ownership of distance education courses or materials when the faculty developing the course or materials is compensated. Any full-time faculty member or adjunct may utilize such materials in teaching a course.

Workload and Enrollment Limits

A. Teaching a course with a distance education component shall be considered part of a faculty member’s normal workload unless the distance education course creates an overload in which case Article 37 of this Agreement applies.

B. Enrollment limits for distance education courses should be based on pedagogical considerations and negotiated at the time of development. Any course enrollments that exceed that of comparable traditionally taught courses must be approved by the On-line Learning Committee.

Evaluation

A. Distance education courses shall be subject to the same student evaluation requirements as traditional courses.

B. In addition to the standard course evaluation, an “Evaluation of Online Courses” will be used in online and hybrid classes either separately or incorporated into the standard evaluation. The “Evaluation of Online Courses” shall be developed jointly by the University Senate Faculty Affairs Committee, and the University’s Online Learning Committee, and approved by the University Senate, and the Provost during the 2011-2012 academic year for implementation no later than fall 2012.

Training and Support

A. The administration will maintain a CMS and the necessary hardware and software to support distance education courses.

B. Technical support and training for the use of distance education technology will be available to all faculty, and faculty will have significant input on the training and support to be provided. At a minimum, training will include the introduction to best practices and the utilization of new technologies in distance education so that the distance education offerings are high quality and current with the latest developments.

Compliance

If any section of this Article is non-compliant with federal or state law in any state where Central State has or seeks to have students, the University may comply with the federal or state law in question.

APPENDIX G

MEMORANDUM OF UNDERSTANDING ON SECURITY AND PRIVACY

The Administration and the AAUP-CSU recognize the University's need and obligation to ensure the security and privacy of faculty data and communications. Pursuant to that end, a joint committee composed of three representatives chosen by the Administration and three representatives chosen by AAUP-CSU will develop a policy on security and privacy to be submitted to the Board of Trustees through the Policy Review process.

The committee will convene for an initial session no later than thirty (30) days after ratification of this agreement. The committee shall make its recommendation to the Board no later than sixty days after its initial meeting. The Provost will initiate the policy review process for the policy on security and privacy through the University Policy Review Committee. The University Policy Review Committee and the joint AAUP-CSU/Administrative Committee will meet after the public comment period to discuss changes and finalize the policy. Once the University Policy Review Committee and the joint AAUP-CSU/Administrative Committee agree on the proposed policy, the policy will be forwarded to the Board of Trustees for its consideration.

The Board of Trustees will consider the proposed policy no later than the second meeting after receiving the recommended policy. Any policy adopted pursuant to this process will be appended to this agreement.

In the event that the Board of Trustees does not adopt the recommended policy, the joint AAUP-CSU/Administrative and the University Policy Review Committee shall reconvene and recommend a revised policy.

APPENDIX H

MEMORANDUM OF UNDERSTANDING ON CHANGES OF GRADES

Assessment of student learning, including the assignment of grades is one of the most important rights and responsibilities of a faculty member:

“A faculty right that flows from a ‘teacher’s freedom in the classroom’ is the assessment of student academic performance, including the assignment of particular grades.”

AAUP (1940) *Statement of Principles on Academic Freedom and Tenure*

(<http://www.aaupt.org/AAUP/protect/legal/topics/whogrades.htm>)

This AAUP statement established the following principles in assigning grades: (1) the faculty has the responsibility for the assignment of grades; (2) students should be free from prejudicial or capricious grading; and (3) no grade may be assigned or changed without faculty authorization. It provides, in relevant part, that administrators should not “substitute their judgment for that of the faculty concerning the assignment of a grade. The review of a student complaint over a grade should be by faculty, under procedures adopted by faculty, and any resulting change in grade should be by faculty authorization.”

In keeping with these principles the Administration and AAUP-CSU agree that:

- a) the decision to change a student’s grade shall be made by the instructor of record unless the instructor is incapacitated or cannot be contacted or there is evidence of prejudicial or capricious grading.
- b) any change of grade made over the objection of the instructor shall be made by a committee of three tenured faculty within the discipline (or department when sufficient faculty are not available to serve) in which the grade was issued under procedures to be developed and adopted by the University Senate during the 2012-2013 academic year. Once adopted, changes to these procedures must be developed and approved by the University Senate and the Provost.
- c) unless the instructor is incapacitated or cannot be contacted, no change of grade will be made without the instructor of record being informed.