12-MED-04-0457
1966-04
K29966
10/03/2013

COLLECTIVE BARGAINING AGREEMENT

Effective August 16, 2013

KENT STATE UNIVERSITY

And

THE FULL-TIME NON-TENURE TRACK FACULTY OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER

TABLE OF CONTENTS

Article ..... Page Number
Preamble 1
Intent and Purpose 2
ARTICLE I Definitions 3
ARTICLE II Recognition, Dues Deduction and Association Rights 5
ARTICLE III Management Rights 10
ARTICLE IV Academic Freedom and Professional Responsibility 11
ARTICLE V Nondiscrimination 12
ARTICLE VI Governance and Role in Academic Unit 13
ARTICLE VII Grievance Procedure 15
ARTICLE VIII Disciplinary Provision 20
ARTICLE IX Faculty Workload 22
ARTICLE X Appointments: Terms, Conditions and Renewals 27
ARTICLE XI Salaries and Benefits 36
ARTICLE XII Faculty Fitness for Duty 42
ARTICLE XIII No Strike No Lockout 43
ARTICLE XIV Professional Development 44
ARTICLE XV Intellectual Property Rights 47
ARTICLE XVI Distance Education 48
ARTICLE XVII Miscellaneous 49
ARTICLE XVIII Duration and Negotiation Procedure 50
ADDENDUM A Kent State University Overload and Summer Salary Schedule 53
ADDENDUM B Suggested Documentation Guidelines for Full-Time Non-Tenure Track Faculty 54
ADDENDUM C Guidelines and Procedures for Full-time Non-Tenure Track Faculty Promotion 55
MEMORANDUM OF UNDERSTANDING 58

Preamble

THIS AGREEMENT is made and entered into this 16th day of August, 2013, by and between KENT STATE UNIVERSITY (hereinafter called the "University") and the FULL-TIME NON-TENURE TRACK FACULTY UNIT, of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereinafter called the "Association").

Intent and Purpose

The parties to this Agreement desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote to the fullest extent the basic purposes of Kent State University. The parties endorse Kent State University's commitment to the achievement of optimal conditions of intellectual discovery, human development, and responsible social change and recognize that it can best realize these goals within an atmosphere of freedom and fairness.

The parties have endeavored to produce in this Agreement a document which is completely in keeping with these principles. The parties commit themselves to administer this Agreement in such a way as to insure that the above-stated purposes of Kent State University shall be fully served.

The parties have engaged in the collective bargaining process in full and in good faith and it is not their intent to otherwise alter the policies, processes and procedures of the University affecting members of the bargaining unit except as expressly and explicitly provided for in this Agreement.

It is also not the intent of this Agreement, or of the parties thereto, to contravene the constituted authority of the Board of Trustees or the recognized and duly-established role(s) of the faculty in the governance of the University. Accordingly, the Association recognizes the exclusive right and authority of the Board of Trustees of the University to establish policies and procedures and to modify, amend or terminate those policies and procedures from time to time. Further, the Association recognizes the right and exclusive authority of the duly-constituted faculty committees of the University to advise and make recommendation with regard to the establishment of policies and procedures affecting the University's faculty, including members of this bargaining unit, and to advise and make recommendation with regard to the modification, amendment or termination of those policies and procedures during the life of this Agreement.

ARTICLE I
Definitions

Section 1.

Whenever the following terms are used in this Agreement, they shall be defined as set forth in this Article, unless specifically provided for otherwise in this Agreement.

A. *"Agreement"* -- this collective bargaining agreement as entered into by the University and the Association.

B. *"Academic Unit"* -- the academic administrative structure in which FTNTT Faculty members hold academic status and their primary appointment. Currently, these include units identified as Departments, Schools, and Colleges without Departments or Schools (the Colleges of Architecture, Nursing, Public Health, Applied Engineering, Sustainability and Technology and the Regional College) and the University Libraries.

C. *"Association"* – the Full-Time Non-Tenure Track Faculty Unit of the Kent State Chapter of the American Association of University Professors (AAUP-KSU).

D. *"Chair"* -- the academic administrator of an academic Department. The academic administrator of an academic *"School"* is the *"Director"*.

E. *"College"* – either the academic administrative structure which includes Departments or Schools or the academic administrative structure which is identified as a College without Departments or Schools. The academic administrative officer of a College is the Dean.

F. "*Continuing FTNTT Faculty member*" -- a faculty member who is employed as a member of the bargaining unit in the immediately preceding academic year; as distinct from a new hire or an administrator with faculty rank who becomes a member of the bargaining unit for the first time effective with, or during, an academic year.

G. *"Days"* -- calendar days.

H. *"FTNTT Faculty," "members of the FTNTT Faculty,"* and *"FTNTT Faculty members"* – the full-time non-tenure track faculty of academic rank who hold appointments at the University and only those faculty members who are members of the bargaining unit as defined in Article II of this Agreement.

I. "*Faculty Employment Contract*" – the annual employment contract provided by the University to each FTNTT Faculty member.

J. "*Intersession*" – the period between the fall and spring semester and the period between the end of the spring semester and the beginning of the summer terms.

K. *"Kent State University"* -- a state university as defined in Ohio Revised Code, Section 3345.011, located in Kent, Ohio and including the following regional campuses: Kent State University at Ashtabula, Geauga, East Liverpool, Salem, Stark, Trumbull, and Tuscarawas.

L. *"Regional Campus"* -- a campus of the University other than the Kent Campus where resident FTNTT Faculty members assigned to the campus have rights and responsibilities in addition to those to the academic unit of their academic discipline or program.

M. *"Regular Academic Year"* -- the period from the beginning of the fall semester and continuing through the completion of the spring semester. The regular academic year does not include the summer terms or intersessions as defined in this Agreement.

N. *"University"* -- as utilized in this Agreement, refers to the executive officers and designated administrative officers of Kent State University authorized by the Board of Trustees to exercise the rights and discharge the responsibilities of Kent State University in accordance with Chapter 4117 of the Ohio Revised Code, pertaining to federal and state statutes and regulations, and the terms of this Agreement.

Section 2. Rules of Construction

Unless specified to the contrary elsewhere in this Agreement, the following rules of construction apply:

A. It is understood that all gender-based references in this Agreement refer to both sexes and that the singular shall include the plural whenever applicable.

B. Headings and captions are used in this Agreement for the purposes of convenience only and do not carry any substantive meaning.

ARTICLE II
Recognition, Dues Deduction and Association Rights

Section 1. Recognition

The University recognizes the Association as the sole and exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

A. The bargaining unit shall include all Kent Campus and Regional Campus Full-Time Non-Tenure Track Faculty members whose primary duty is to provide credit instruction and/or other services to the University, whose appointment is solely determined by the University, whose salary is funded from the resources of the University or from external sources, and whose annual faculty employment contract specifies appointment to a fulltime position (100% load) and which confers faculty status at the rank of lecturer, associate lecturer, senior lecturer (without terminal degree), assistant professor, associate professor, professor (with terminal degree). The bargaining unit shall be as certified by the Ohio State Employment Relations Board (SERB) in case no. 95-REP-04-0087 and as modified in this Agreement by the parties from time to time. Current bargaining unit member eligibility shall be determined by the position stated on the individual annual employment contract. The University and the Association mutually agree that the following positions from University Libraries are eligible for inclusion within the bargaining unit: 1) Fashion Librarian; 2) Periodicals Services Librarian; 3) Manager of Circulation; 4) Assistant Curator-Special Collections; 5) Reference Center Manager; 6) Serials/ERM Librarian; and 7) Head of Acquisitions/Serials and Catalog Librarian.

The following shall be excluded:

1. President (including Interim and Acting)

2. Provost (including Senior Associate, Vice, Associate, Assistant, Interim and Acting)

3. Vice Presidents (including Associate, Assistant, Interim and Acting)

4. Deans and Directors of Libraries (including Associate, Assistant, Interim and Acting)

5. Academic Unit Chairpersons and School Directors[1] (including Interim and Acting)

6. Administrative Directors and Supervisors (including Associate, Assistant, Interim and Acting); Major Academic Program Directors and Supervisors (including Associate, Assistant, Interim and Acting); Regional Campus Deans (including Associate, Assistant, Interim and Acting)

7. Adjunct[2], Part-time and Visiting[3] Faculty

---

[1] Hereinafter singularly designated as unit administrator and the academic unit.

[2] *Adjunct faculty* status is an honorific designation denoting the affiliation with a Kent State University program or department of an individual whose primary employment is from outside the University or the department in which *adjunct* status is held. In the Division of the Regional Campuses, the title denotes part-time employment status.

8. Full-time Tenure-Track and Tenured Faculty

9. Teaching Fellows, Graduate Assistants, Research Assistants and Fellows and University Fellows

10. Administrative and Professional Contract Employees

11. ROTC Personnel

12. Athletic Coaches

B. The terms "faculty," "members of the faculty" and "faculty members" whenever used in this Agreement are defined to include only those members of the bargaining unit who are included in the bargaining unit pursuant to Section 1 of this Article.

C. The term “unit administrator” whenever used in this Agreement is defined to include the department chair, school director, dean of a College without departments or schools (i.e., College of Nursing, College of Architecture, College of Applied Engineering, Sustainability and Technology), University Libraries or regional campus dean, as applicable.

Section 2. Dues Deduction

The University will deduct dues, as well as initiation fees and assessments, if any, in amounts specified by the Association from the pay of members of the bargaining unit upon receipt of individually signed authorizations on a form which has been agreed upon by the University and the Association. If a FTNTT Faculty member has revoked membership in the Association, the Association will promptly notify the University that henceforth the Representation Fee should be assessed instead of dues. The University has thirty (30) days from notification to change the deduction from the assessment of dues to the assessment of the Representation Fee. The deduction of a Representation Fee from the payroll checks of members of the bargaining unit and its payment to the Association shall be automatic and will not require the authorization of the faculty member. The University will continue the deduction of the Representation Fee from the payroll check of the FTNTT Faculty member unless that FTNTT Faculty member executes a membership authorization form.

A. Deductions for membership dues will be made from the pay based on forms submitted on or before the tenth (10th) of that month. All deductions, together with an alphabetical list of names of members of the bargaining unit whose dues or Representation Fees, as appropriate, have been deducted, shall be transmitted to the Association no later than the fifteenth (15th) of the following month, and upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

B. The University's obligation to make deductions for membership dues or the Representation Fee shall terminate automatically upon termination of employment of the FTNTT Faculty member.

---

[3] A *Visiting* Faculty member most typically is a faculty member from another institution who is employed by the University in a full-time faculty capacity for a period normally not to exceed one (1) calendar year. In the event that a *Visiting* Faculty member should be employed in that capacity for a second consecutive year, the individual will become a member of the Full-Time Non-Tenure Track Faculty bargaining unit covered by this Agreement.

C. The Association agrees that it will indemnify and hold the University harmless from any and all claims, damages, actions, or suits of any nature arising out of, related to, or in any way connected with the enforcement or application of this Article.

Section 3. Representation Fee

No member of the bargaining unit shall be required to become a member of the Association as a condition for securing or retaining employment at Kent State University. The Representation Fee shall not exceed the dues paid by members of the Association who are in the bargaining unit. Payments by members of the bargaining unit holding religious objections shall be governed by Section 4117.09 (C) of the Ohio Revised Code.

Section 4. Association Rights

A. The University and the Association agree that all members of the bargaining unit shall have the right to join and support the Association for the purpose of engaging in collective bargaining or to refrain from joining and supporting the Association. The University, the Association, and members of the bargaining unit will not penalize or discriminate against any member of the bargaining unit because of his/her membership or non-membership in the Association, because he/she engages in or refuses or refrains from engaging in activity on behalf of the Association, or because he/she participates in or uses this collective bargaining agreement or refrains from doing so.

B. During the Fall semester of each academic year, the University will furnish to the Association a list of all members of the bargaining unit showing the name, rank, salary, track, department and campus assignment. The University will also provide interim changes, including promotions, terminations and new hires of members of the bargaining unit and their departmental and campus affiliations to the Association by copy of the Board Books after each official Board meeting. If a change results in a FTNTT Faculty member becoming ineligible for membership in the bargaining unit, the University will notify the Association within ten (10) calendar days of the effective date of the change in status.

C. The University agrees to make available to the Association during the term of this Agreement such data and information that is relevant to the enforcement or negotiation of this Agreement as provided pursuant to Ohio Rev. Code Ch. 4117 and as it may be amended or interpreted by the State Employment Relations Board. The University guarantees only that the information provided pursuant to this article accurately sets forth the information in the University's possession at the time of the request. The University will inform the Association in a timely manner of any changes or corrections of omissions, errors, etc., that it discovers in information provided to the Association and that are reported to the office of the Associate Provost for Faculty Affairs.

D. The Association will be afforded reasonable use of the University's physical facilities, including meeting rooms, classrooms, and auditoriums, for the limited purpose of transacting official Association business. Such use shall be subject to the same regulations established for campus organizations.

E. The University agrees to extend to the Association general accessibility to University services, including duplicating, audio-visual, and food services, on the same basis that such are made available to campus organizations so long as such accessibility to University services is used by the Association only for activities and communication directly related to its role as sole and

exclusive representative of the members of the bargaining unit and provided further it is not used to gain support for or in furtherance of any activity that would be in violation of Article XIII of this Agreement.

F. The University and the Association will publish the official version, with signatures optional, of the Agreement in PDF format on their respective websites.

G. The University will permit the Association to purchase up to twenty-four (24) hours of workload release per academic year for each of the three (3) years of this Agreement for use by members of the bargaining unit designated by the Association at a rate of $1,450.00 per credit hour or replacement cost, whichever amount is higher.

The Association will notify the office of Faculty Affairs in writing of the members of the bargaining unit for whom release time is requested no later than sixty (60) days prior to the start of the semester for which release time is sought, unless the Association and the Office of Faculty Affairs have agreed in writing to extend this deadline. The specific details of the release from duties will be worked out between the bargaining unit member for whom release time is requested and the appropriate administrative officer. Any unused portion of the Association's allotment of release time for a given academic year may be carried forward to the immediately following academic year.

1. The Association may purchase workload hours during the summer and/or intersession periods at the then current summer salary rate per credit hour.

2. No member of the bargaining unit may receive more than six (6) hours of release time in any one (1) semester or for the combined Summer Terms. Normally, no bargaining unit member will be released for more than twelve (12) workload hours in a calendar year. Release time will not be available for utilization during the Intersession(s) between the regular academic year and the established Summer Terms or between the semesters of the regular academic year. In no circumstances may the Association's purchase of workload equivalencies reduce the instructional portion of the faculty member's workload to zero in any semester.

3. The Association may purchase three (3) workload hours for each member of the bargaining team at the then current summer salary rate per credit hour during the summer and/or intersession in which bargaining for a successor Agreement occurs.

Normally, the University will make every effort to grant the request. In the event that the University has reason to deny the request, the Office of Faculty Affairs shall notify the Association of the FTNTT Faculty member involved and the reasons for the denial. In such an instance, the Association will be provided with an opportunity to substitute an additional release time or workload purchase request, notwithstanding the timelines indicated above. The affected FTNTT Faculty member may have such a decision addressed through the normal governance process for the review of workload issues.

Section 5. Joint FTNTT AAUP/KSU Study Committee

A. **Charge.** The Joint FTNTT AAUP/KSU Study Committee shall have as its purpose the joint exploration of solutions to problems that are brought by either party and that affect Association-University relations at Kent State. Examples of issues that may be examined are instructional and

professional support for full-time non-tenure track faculty and workload issues for full-time non-tenure track faculty. This Committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle any grievance arising under the Agreement. Recommendations made by this Committee are not binding.

B. **Membership.** The Committee shall be composed of ten (10) members, all of whom may participate fully in the deliberations of the Committee. The Unit President shall appoint five (5) FTNTT Faculty members to represent the Association on this committee. He/she shall designate one (1) of the five (5) to serve as co-chair. The Provost shall appoint five (5) administrators to serve on this committee. He/she shall designate one (1) of the five (5) to serve as co-chair.

C. **Organization.** Responsibility for chairing the committee meetings will rotate between the Association and the University. The Committee will develop ground rules to cover scheduling of meetings, setting agenda and other issues deemed appropriate by both parties. Joint minutes, in the form of a summary of topics discussed and decisions reached, shall be taken. The Association and the University shall alternate in recording the minutes. Drafts of minutes from each meeting will be jointly reviewed and approved by both parties. These minutes will then be sent to committee members, the Unit President and the Associate Provost for Faculty Affairs.

D. **Meetings.** The committee will hold its first meeting not later than sixty (60) days following the ratification of this Agreement or the start of the academic year. The committee will meet on an as needed basis but at least once per semester. By mutual agreement, the committee may meet more frequently. A representative of the U.S. Federal Mediation and Conciliation Service may be invited to attend the meetings by mutual agreement.

E. **Recommendations.** Any recommendation coming from the committee shall be in the form of a joint recommendation to the Provost and the Unit President.

ARTICLE III
Management Rights

Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees and restricts the power of the Board to delegate its authority and responsibility, the University, acting by and through its duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority vested in it, whether exercised or not, none of which are in any way, except as expressly set forth elsewhere in this Agreement, directly or indirectly subject to the Grievance Procedure set forth in Article VII of this Agreement. Without limiting the generality of the foregoing, it is understood and agreed that except where expressly stated in this Agreement, nothing contained herein shall in any way limit the Board'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 nor limit the University's right and responsibility to exercise those rights specifically enumerated in Section 4117.08(C) of the Ohio Revised Code and as it may be amended from time to time.

ARTICLE IV
Academic Freedom and Professional Responsibility

Section 1.

The parties recognize that membership in the academic profession carries with it both special rights and also special responsibilities. Accordingly, the parties reaffirm their mutual commitment to the concepts of academic freedom and professional responsibility.

Section 2.

As stated in the American Association of University Professors' 1940 Statement of Principles on Academic Freedom and Tenure, FTNTT Faculty members are entitled to freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. The principles of academic freedom and freedom of inquiry shall be interpreted to include freedom of expression in both traditional print and newly-emerging electronic formats such as the creation of digital images, web sites, or home pages.

FTNTT Faculty members are entitled to freedom in the classroom (including the virtual classroom) in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. In making public statements -- including the exercise of the right to responsible dissent on matters of institutional policy or educational philosophy -- FTNTT Faculty members have an obligation to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to make every effort to indicate that they are not speaking for the University.

Section 3.

As stated in the American Association of University Professors' 1966 Statement on Professional Ethics, FTNTT Faculty members, in exercising their professional roles as teacher, scholar and colleague, accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge and to practice intellectual honesty in accord with the standards of expectation of their respective disciplines and of the University's Faculty Code of Professional Ethics.

Section 4.

The parties agree that academic freedom and professional responsibility apply to the use of the University's computer and network resources consistent with the University’s policies regarding information technology, currently *University Policy* 3342-9-01 and 3342-9-01.1, as these policies may be modified from time to time.

ARTICLE V
Nondiscrimination

Section 1. Equal Opportunity

The University and the Association affirm their belief in the moral and legal principles supporting an educational, professional and employment environment free of unlawful discrimination. The University and the Association agree that the University must remain a place where there exists the right freely to inquire, teach, discuss, publish, and disseminate the results of inquiry. To these ends, the parties support and pledge themselves to abide by the concepts of non-discrimination and academic freedom**.** The University and the Association define a protected category to include race, color, religion, gender, sexual orientation, national origin, disability, age, genetic information, military status, or identity as a disabled veteran or veteran of the Vietnam era, or other protected veteran, and is committed to maintaining an environment free of decisions and judgments based on these categories.

Section 2. Prohibition against Unlawful Harassment

The University and the Association affirm their belief in the moral and legal principles supporting an educational, professional and employment environment free of unlawful harassment. The University and the Association mutually recognize the deleterious effect that sexual harassment or other unlawful harassment has on the University environment. The University and the Association define a protected category to include race, color, religion, gender, sexual orientation, national origin, disability, age, genetic information, military status, or identity as a disabled veteran or veteran of the Vietnam era, or other protected veteran, and is committed to maintaining an environment free of unlawful harassment based on these categories.

ARTICLE VI
Governance and Role in Academic Unit

Section 1. Definitions and Scope

Inasmuch as FTNTT Faculty members are employed annually and on a year-by-year basis primarily to provide instructional services as defined in the University's workload/teaching load policy as referenced in Article IX (Faculty Workload) and/or other services to the University, they have no required committee or other service obligations beyond those directly related to their responsibilities as specified in their letters of appointment or workload statements. Further, the governance structures and procedures of the University, including the central advisory and recommendatory role of the tenure-track faculty therein, are already established and embodied in a set of University policies, operational procedures and authorized governing documents, including the academic unit and regional campus sections of the Faculty Handbook and/or the handbooks currently in effect or as such handbook(s) may subsequently be modified, amended or otherwise revised for that purpose. Nothing in this Agreement or in this Article, therefore, shall either *create* or *diminish* rights to participation by FTNTT Faculty members other than as currently constituted or as provided for in the collective bargaining agreement between the University and the full-time tenured/tenure-track faculty, policies, programs, and opportunities as may be amended or modified by established procedures for that express purpose during the life of this Agreement. Consistent with these principles, it is nonetheless the intent of the parties to this Agreement that FTNTT Faculty members shall have a recognized role in the governance of the academic unit or regional campus of which the member of the bargaining unit is a member during the term of his/her appointment. The University and the Association encourage academic units and regional campuses to include FTNTT Faculty members on those governance bodies and committees that consider and make recommendations on instructional issues.

Section 2. Governance

Within the context of the foregoing, FTNTT Faculty members shall have the opportunity to participate in governance roles at the academic unit/campus level, including eligibility for committee assignments and other opportunities as are explicitly made available to them through the collective bargaining agreement between the University and the full-time tenured/tenure-track faculty, and other governing documents, policies, or programs. Participation in academic unit/campus governance will include such opportunities to vote in academic unit/campus elections and to service on academic unit/campus committees as are consistent with the collective bargaining agreement between the University and the full-time tenured/tenure-track faculty, applicable provisions of academic unit/campus sections of the Faculty Handbook and/or the handbooks currently in effect or as such handbook(s) may subsequently be modified, amended or otherwise revised for that purpose. The University and the Association encourage academic units and regional campuses to include language in their respective sections of the Faculty Handbook and/or the handbooks currently in effect or as such handbook(s) may subsequently be modified, amended or otherwise revised for that purpose that specifies the role of FTNTT Faculty members in academic unit or regional campus governance. In those academic units or regional campuses that include FTNTT Faculty members in academic unit or regional campus governance, these FTNTT Faculty members shall not participate in any personnel decision regarding tenure-track faculty members, including but not limited to appointment, reappointment, tenure, promotion, Faculty Excellence Awards or sanctions. This provision does not, however, prohibit academic units or regional campuses from including FTNTT Faculty members on search committees.

Section 3. The Non-Tenure Track Provost's Advisory Council (NPAC) shall be composed of the Provost and one (1) FTNTT Faculty member elected from each College and one (1) FTNTT Faculty member elected from the Regional Campuses. NPAC shall act as a consultative advisory committee to

the Provost on issues of University-level significance relating to FTNTT Faculty. The Dean of each College (with or without departments and schools) shall request nominations from all the members of the bargaining unit and oversee the election of NPAC members annually for his/her College. The Provost or his/her designee shall request nominations from all FTNTT Faculty members who are assigned to the regional campuses and will oversee the election of the regional campuses NPAC representative annually. Only FTNTT Faculty members will vote in the elections for NPAC representatives. If it so chooses, the NPAC, by formal recorded action, may adopt a schedule whereby designated members, on a rotating basis, serve two-year terms in order to assure a continuity of membership from one academic year to the next. The Provost will call at least two (2) meetings of NPAC each semester. FTNTT Faculty members will be limited to no more than two consecutive years on the NPAC.

During the term of this Agreement, the NPAC shall discuss and/or make recommendations on the following issues:

A. Inclusion of FTNTT Faculty members in shared governance at all levels of the University (e.g., faculty advisory committees, college advisory committees, curriculum committees, etc.)

B. Review of proposals submitted for the Professional Development Excellence Pool as described in this Agreement.

C. Other topics of University-level significance which concern FTNTT Faculty members.

Section 4. Handbooks

Except for policies specifically affecting the promotion, tenure and appointment or reappointment of regular tenure-track faculty or otherwise exclusively applicable to or reserved for tenure-track faculty, policies set forth in each academic unit's or regional campus' section of the Faculty Handbook and/or the handbooks currently in effect or as such handbook(s) may subsequently be modified, amended or otherwise revised for that purpose shall apply to FTNTT Faculty members in that academic unit. The established faculty advisory body of the academic unit or regional campus shall advise and make advisory recommendation to the unit's administrative officer or regional campus dean on any questions arising from this Article or with regard to needed interpretations of applicability and scope of handbook provisions as such affect FTNTT Faculty members in that academic unit. The University and the Association encourage academic units and regional campuses to consult with FTNTT Faculty members concerning additions and/or other modifications to the academic unit's or regional campus' section of the Faculty Handbook and/or the handbooks currently in effect or as such handbook(s) may subsequently be modified, amended or otherwise revised for that purpose that have an impact on FTNTT Faculty members.

ARTICLE VII
Grievance Procedure

Section 1. Informal Resolution

The University and the Association share a mutual commitment to open communication and efforts to resolve issues of concern or disputes through informal means wherever practicable.

A. The University and the Association encourage FTNTT Faculty members to discuss and to bring to the attention of their department chairperson/school director, regional campus dean, or other University administrator any concern or issue that they may have with regard to their individual terms and conditions of employment.

B. The Association has a formal role in resolving concerns or issues only with regard to the Grievance Procedure defined in Section 2 below; however, FTNTT Faculty members may consult and seek the advice of the Association and/or elect to request the presence of an Association representative during any meeting held pursuant to this Section 1.

C. Inasmuch as the Association does not have a formal role in FTNTT Faculty members' attempts at informal resolution and may not be aware that FTNTT Faculty members have elected to engage in informal resolution of concerns or issues they may have with regard to their individual terms and conditions of employment, the Association assumes no responsibility for the outcome or consequences of the process as it affects FTNTT Faculty members except as a member may have proceeded in accord with the specific advice or recommendation from the Association.

D. A resolution resulting from this informal resolution process shall not constitute binding precedent for other administrative determinations, including similar or related complaints or potential grievances, nor shall it conflict with any provisions of this Agreement.

E. Whenever practicable, the University and the Association expect FTNTT Faculty members to attempt to resolve issues of concern or disputes informally prior to the initiation of the Grievance Procedure described in Section 2 below. In the event that an issue is not resolved informally to the satisfaction of the FTNTT Faculty member(s), the FTNTT Faculty member(s) may request that the Association consider filing a grievance on the issue pursuant to the Grievance Procedure described in Section 2 below.

Section 2. Grievance Procedure

A. ***Definitions:***

1. Grievance. A grievance is defined as a disagreement, arising under and during the term of this Agreement, concerning the interpretation and application of the specific written provisions of this Agreement.

2. Scope. Any grievance a FTNTT Faculty member may have in relation to employment with the University arising from the application or interpretation of this Agreement may be filed as stated in this Section 2. Any FTNTT Faculty member or group of FTNTT Faculty members covered by this Agreement may, in conjunction with and with the approval of the Association, present a grievance to the University and have it adjusted so long as the University and the Association concur that such adjustment is not inconsistent with the terms of this Agreement. A grievance against the University may be presented

by the Association in its own name if the Association believes that any of the terms and conditions of this Agreement or their interpretation, meaning, or application has been violated by the University. Times for hearings and meetings shall be set by mutual agreement of all the parties. No reduction in compensation shall occur for any FTNTT Faculty member as a result of participation in any grievance proceedings. No FTNTT Faculty member shall be disciplined or discriminated against for participation in the grievance procedure.

B. ***Step One***

1. If, following unsuccessful efforts informally to resolve a concern through Section 1 above, the Association believes that a specific written provision of the Collective Bargaining Agreement has been violated, the Association may reduce the grievance to writing and submit it to the Associate Provost for Faculty Affairs for referral to the appropriate Administrator. (Normally this will be the college dean for FTNTT Faculty members in colleges with departments and schools or the Associate Provost for Faculty Affairs, or his/her designated representative, for FTNTT Faculty members employed in colleges without department and schools, University Libraries or in the regional campus system.)

2. In order to be considered timely for disposition under this Agreement, a grievance must be submitted in writing, on forms provided by the University, within twenty-one (21) calendar days following completion of efforts informally to resolve a concern through Section 1 of this Article.

3. The grievance form ("Grievance") shall be signed and dated by the affected FTNTT Faculty member(s) ("Grievant") and by an authorized representative of the Association and shall set forth the facts and dates, including of efforts at informal resolution, of the conditions or circumstances giving rise to the grievance; the specific provision(s) of the Agreement, with particularity, that are alleged to have been violated; and the remedy or relief desired.

4. At the time the Grievance form is received, the Associate Provost shall sign and date the form, acknowledging its receipt, and forward a copy to the responsible administrative officer ("Administrator") at the college or Provost's level, as appropriate, for consideration and disposition. Copies shall also be provided to the grievant, the Association representative designated on the form, and the department chair, school director or regional campus dean against whom the grievance is being brought.

5. Within fifteen (15) calendar days of receipt of the completed Grievance form from the Associate Provost for Faculty Affairs, the Administrator to whom the Grievance has been referred for disposition shall convene a meeting to discuss the Grievance, its alleged bases, and the appropriateness of the desired remedy or relief with the grievant and, if requested by the grievant, the designated Association representative. Whether the administrative officer at the college/department/school or regional campus level against whom the grievance has been brought shall be included in this meeting, or consulted separately, shall be at the sole discretion of the Administrator to whom the Grievance was referred for disposition.

6. Within fifteen (15) calendar days of the completion of the Step One meeting, the Administrator shall provide a written answer to and disposition of the Grievance on

forms provided by the University. Copies of this form are to be sent to the grievant, the Association representative, the administrative officer against whom the grievance was brought, and the Associate Provost for Faculty Affairs.

7. In the event the answer of the appropriate Administrator is unacceptable to the Association or an answer is not received as set forth in Section 2.B.6., the grievance may be appealed to the next higher step of this grievance procedure. Any grievance not appealed within fifteen (15) calendar days after receipt of such answer shall be considered withdrawn and shall not be subject to further appeal and/or review.

C. ***Step Two***

1. If the Association is not satisfied with the disposition of the grievance at Step One, the Association may appeal the grievance to the Provost or his/her designated representative within fifteen (15) calendar days after receipt of the Step One answer. Such appeal shall be in writing, again upon forms provided by the University, and shall indicate why the Association does not regard the Step One answer as satisfactory and what alleged violation(s) of specific written provisions of this Agreement remain unresolved.

2. Within fifteen (15) calendar days after receipt of such request for appeal, the Associate Provost for Faculty Affairs, or his/her designated representative, shall hold a meeting with the grievant and a representative of the Association in an attempt to resolve the alleged grievance. Only persons directly related to the grievance shall be present at the meeting. Representatives of the University and the Association (including the grievant) shall not exceed four (4) in number respectively.

3. Within fifteen (15) calendar days following conclusion of such meeting(s), the Provost or his/her designated representative shall provide the grievant and the Association with a written disposition of the grievance. Copies shall be provided to the affected administrative officers.

4. Any grievance not appealed within twenty-one (21) calendar days after such answer shall be considered settled on the basis of the written answer of the Provost, or his designated representative, and shall not be subject to further appeal and/or review.

D. ***Arbitration***

In the event of an unsatisfactory decision at Step Two, the Association may submit the grievance to arbitration within twenty-one (21) calendar days after receipt of the Step Two answer.

1. The Association shall serve a demand for arbitration with the American Arbitration Association within twenty-one (21) calendar days of the receipt of the Step Two answer with simultaneous notice to the Provost or his/her designated representative. The selection and assignment of an arbitrator shall proceed under the voluntary rules of the AAA. If the parties are unable to agree upon which of the nominees, from a panel provided by AAA, shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by AAA and request another list.

2. In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of jurisdiction. The arbitrator shall first rule upon the jurisdictional issues, and if a determination is made that there is no jurisdiction, then no decision or recommendation shall be made concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing. The decision is the arbitrator's, following opportunity for the two parties to present their perspectives.

3. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony, argument, or submission of briefs. The decision of the arbitrator shall be final, conclusive and binding on the grievant(s) and all parties to this Agreement.

4. Fees and authorized expenses of the arbitrator shall be shared equally by the University and the Association. Verbatim transcripts of the proceedings may be secured by either party, in which case all expenses will be paid for by the requesting party. If both parties desire a copy of the transcript, the expenses shall be shared equally.

5. The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator. The arbitrator shall not substitute a judgment for that of the University where the University's judgment and actions do not violate the written provisions of this Agreement. The arbitrator shall not render any decision which would require or result in an action in violation of public statutes. The arbitrator may make no award which provides the FTNTT Faculty member compensation greater than would have resulted had there been no violation.

6. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute outside of the submitted issue or issues.

E. ***Other Provisions***

1. Grievances shall be processed as rapidly as practicable. The number of days indicated at each level shall be considered as maximum and substantive and every effort shall be made to expedite the grievance process. Time limits in the steps may be shortened or extended by mutual written agreement of both parties, however. Likewise, steps of the grievance procedure may be waived by mutual agreement, in writing, of both parties.

2. Failure of the Association to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the University to render a decision on a grievance within the specified time limits shall permit its appeal by the Association to the next step.

3. The Association may withdraw a grievance at any step of the grievance procedure by filing written notice with the Associate Provost for Faculty Affairs.

Section 3. Exclusivity of Process

Except as otherwise provided by law, this Article VII, with particular reference to Section 2, shall be the exclusive remedy for an alleged violation of this Agreement by the University.

ARTICLE VIII
Disciplinary Provision

Section 1.

The parties to this Agreement agree that, when warranted, the University has and retains the right to discipline FTNTT Faculty members in accordance with applicable University policy and expectations of employment, up to and including the termination of the employment relationship prior to the expiration date of the employment contract.

A. The parties to this Agreement mutually recognize that, in many instances, the need to impose formal discipline as a matter of record or in a form that would occasion economic or material detriment to the faculty member can best be avoided by efforts at informal resolution of the matter of concern between the affected member of the bargaining unit and the responsible administrative officer.

B. The parties to this Agreement agree that the University will not impose formal discipline except for just cause.

C. The parties further agree that in any matter concerning the possible imposition of formal discipline, normally, the responsible administrative officer will notify the affected FTNTT Faculty member and the Association no less than five (5) working days before any discipline is imposed. In unusual instances where circumstances present a situation wherein the delaying of action could result in immediate harm to the University, the FTNTT Faculty member or a member of the University community, the Provost may take immediate action by way of suspension with full salary and employee benefits provided the FTNTT Faculty member and the Association are first given notice of the impending action and an opportunity to respond.

D. In all situations involving disciplinary action, whether immediate or in the normal course of this process, the affected FTNTT Faculty member may elect to consult with and/or be represented by an individual designated by the Unit President.

Section 2.

The parties to this Agreement mutually recognize that routine reviews of performance, informal suggestions on how to improve performance, the Full Performance Reviews and other performance reviews referenced in Article X, and annual decisions as to renewal or non-renewal of appointment are not disciplinary in nature and, therefore, are not subject to the provisions of this Article.

Section 3.

The parties to this Agreement also agree that, for a period of six (6) months from the effective date of the first appointment as a member of the bargaining unit, both the University and the FTNTT Faculty member have the right, at their respective sole discretion, to terminate the employment relationship prior to the expiration date of the employment contract by providing thirty (30) calendar days' advance notice of the intended action to the other party.

Section 4.

The parties to this Agreement agree that, if the University decides that formal disciplinary action is necessary, the questions of just cause and of the appropriateness of the imposed discipline may be tested under the appropriate section(s) of the *Grievance Procedure* described in Article VII of this Agreement.

ARTICLE IX
Faculty Workload

Section 1. Regular Academic Year Workload

A. FTNTT Faculty members normally will be assigned full-time instructional responsibilities for the academic year in accord with the University policy regarding faculty teaching load which was adopted by the Board of Trustees in 1971 and revised in 1979 and which is incorporated in the *University Policy Register* at 3342-6-18. FTNTT Faculty members will be assigned instructional and/or other responsibilities as specified in their letters of appointment. Assigned workload for all FTNTT Faculty members shall total fifteen (15) credit hours per semester or thirty (30) credit hours for the academic year. The Board of Trustees expressly reserves to itself the sole and exclusive jurisdiction over any modification of the above referenced policy.

B. If a FTNTT Faculty member's letter of appointment specifies a twelve (12) month contract, the FTNTT Faculty member will be assigned a workload of thirty (30) credit hours during the academic year and additional duties required to support the twelve (12) month contract as specified in the FTNTT Faculty member's annual letter of appointment and/or workload statement, as applicable.

C. It is agreed and mutually recognized that, because the nature of work differs among departments, schools, colleges and campuses, itemization of workload is not identical among FTNTT Faculty members. Within the context of the above referenced policy, each unit administrator, along with the appropriate faculty advisory committee, shall specify which assignments appropriate to the instructional and/or other responsibilities of FTNTT Faculty members within the academic unit/campus shall constitute a workload assignment of the fifteen (15) credits per semester/thirty (30) credits per academic year.

1. In making workload assignments for a given semester, the unit administrator should carefully consider the totality of the responsibilities and contributions to the unit/campus and University expected of each FTNTT Faculty member.

2. Academic units and regional campuses are encouraged to acknowledge the varied contributions and responsibilities of FTNTT Faculty members in the performance of their duties to the academic unit/campus and the University. The parties mutually recognize that the calculation of applicable workload equivalencies may not always be directly linked to credit hours of instruction and that class size, number of preparations, grading and/or other student assessment responsibilities, responsibility for coordination of courses or sequences of courses, other assigned duties and other factors should appropriately be considered when workload equivalencies are calculated for FTNTT Faculty members. In addition to the foregoing, the unit administrator should consider various factors in making workload assignments to FTNTT Faculty members, including but not limited to the following:

   a. Assigned tutorial, independent study, and honors thesis supervision;

   b. Assigned laboratory supervision;

   c. Assigned duties with performing groups, professional organizations and other field work;

d. Assigned supervision of interns, student teachers, student organizations, and students assigned to outside agencies or organizations;

e. Assigned academic advising;

f. Assigned reporting duties to regulatory agencies or accrediting bodies; and

g. Other duties as assigned which the unit administrator deems important to the academic unit and/or the University.

3. The parties also mutually recognize that in some academic units scholarly or professional activity, in addition to assigned workload is currently required of FTNTT Faculty members as part of the established criteria for professional standing within the discipline. In such instances, the unit administrator should consider such requirements and the opportunities to fulfill them in establishing workload assignments for FTNTT Faculty members.

D. Workload equivalencies specific and appropriate to FTNTT Faculty members for service and other assigned duties, if any, directly related to their assigned responsibilities shall be developed by the faculty advisory committee of the academic unit or faculty council of a regional campus, subject to approval by the unit administrator, college dean and/or Provost, as appropriate, and set forth in each academic unit/campus Handbook.

1. In academic units or regional campuses whose Handbooks currently contain such specificity unique to the responsibilities of and expectations for full-time non-tenure track faculty, these equivalencies should be carefully reviewed and utilized in making workload assignments to FTNTT Faculty members.

2. In instances in which such specificity of workload equivalencies unique to the responsibilities and expectations for full-time non-tenure track faculty does not currently exist in the academic unit/campus Handbook, the parties mutually agree that the unit administrator should, whenever appropriate, either utilize existing workload equivalencies for tenured or tenure-track faculty, or develop criteria consistent with and appropriate to the assigned responsibilities and expected contributions of full-time non-tenure track faculty.

3. The University and the Association encourage academic units and regional campuses to consult with FTNTT Faculty members in the development and application of workload equivalences consistent with and appropriate to the assigned responsibilities and expected contributions of FTNTT Faculty members.

E. Workload Statements

1. For each semester of the regular academic year, each FTNTT Faculty member shall receive a statement of his/her specific workload assignment at least thirty (30) days prior to the beginning of the semester. This statement shall include the number of credit hours assigned to classroom instruction and/or the number of credit hours assigned to other duties consistent with the FTNTT Faculty member's track, including all workload assignments referenced in Section C.2. above. If any change is made to a FTNTT

Faculty member's assignment after the initial workload statement has been issued, the FTNTT Faculty member will receive an updated workload statement. Questions regarding the assignment may be addressed to the unit administrator who made the assignment. In case of dispute or request for special consideration, the FTNTT Faculty member may request review by the appropriate faculty advisory body which, following such review, will make an advisory recommendation to the unit administrator.

2. A FTNTT Faculty member who is offered a workload assignment outside the academic unit or regional campus of his/her appointment will get approval from his/her unit administrator or regional campus dean prior to accepting any such assignment(s) in another academic unit(s) or at another campus(es). In addition, any such assignment(s) will be included on the FTNTT Faculty member's workload statement.

F. Overload Assignments

1. It is understood and recognized that assignment to overload for additional compensation is not a regular expectation, not a right, and not an obligation of employment. It is also understood and recognized that programmatic need is a primary consideration in the assignment of courses and that expertise relevant to the programmatic need will often be a factor in determining the assignment of specific courses to be offered. To the extent possible within the above parameters, academic units should endeavor to distribute equitably these opportunities to work among members of the faculty. If a unit administrator determines the need for an overload assignment, the expectation of the parties to this Agreement is that every reasonable effort should be made to make the assignment available to continuing tenured and tenure-track faculty and then FTNTT Faculty members in the academic unit or resident at the campus at which the course is to be offered before assigning the course to a part-time or non-university faculty member.

2. Any overload assignment which exceeds one (1) additional course or three (3) additional workload hours shall be necessitated by extraordinary circumstances deriving from demonstrable programmatic need and shall be made only on the basis of a written recommendation and rationale from the academic unit administrator or Regional Campus Dean. In the case of departments or schools, such exceptions shall also require the explicit authorization of the College Dean. In the case of colleges without departments or schools, University Libraries and Regional Campuses such exceptions require the explicit authorization of the recommended exception by the Provost or his/her designee.

3. A FTNTT Faculty member who is offered an overload assignment outside the academic unit or regional campus of his/her appointment will get approval from his/her unit administrator or regional campus dean prior to accepting any such assignment(s) in another academic unit(s) or at another campus(es). In addition, any such assignment(s) will be included on the FTNTT Faculty member's workload statement.

Section 2. Summer and Intersession Workload

A. Summer and intersession teaching is not part of a FTNTT Faculty member's academic year employment contract, is not a right, and no FTNTT Faculty member is required to accept a summer or intersession offer of employment. It is also understood and recognized that programmatic need is a primary consideration in the selection of courses to be offered during a summer session or intersession and, therefore, that expertise relevant to the programmatic need

will often be a factor in determining the assignment of specific courses to be offered in such a session. It is further understood and recognized that all courses at the regional campuses and specified courses at the Kent Campus are offered on an enrollment-contingent basis.

B. The University, in its sole discretion, may offer summer courses on an enrollment contingency basis. The specific minimum enrollment for an enrollment contingent course will be communicated to the FTNTT Faculty member at the time the course assignment is offered. In the event that the student enrollment does not reach the minimum established by the University and with the written agreement of the bargaining unit member, the University may provide compensation proportionate to the number of students enrolled in the class by the relevant census date as determined by the University. In the event that the student enrollment does not reach the minimum established by the University and the FTNTT Faculty member does not agree to compensation proportionate to the number of students enrolled in the class, the University may offer the course to someone else or the University can cancel the course. If a course is canceled after its first meeting, the FTNTT Faculty member shall be compensated proportionate to the number of class sessions and number of students, if applicable, conducted prior to the cancellation decision and notice. In no case, will a new section of a course that has been canceled due to low enrollment be opened after the cancellation and offered to a different instructor.

The maximum summer school workload for which compensation may be made available to a FTNTT Faculty member shall not exceed fifteen (15) hours for Summer Sessions I, II and III in any combination from all sources. However, the full fifteen (15) hours cannot be assigned to the FTNTT Faculty member during one Summer Session. Exceptions to the fifteen (15) hour maximum summer workload that are necessitated by extraordinary circumstances deriving from demonstrable programmatic need shall be made only on the basis of a written recommendation and rationale from the academic unit administrator or Regional Campus Dean. In the case of departments or schools, such exceptions shall also require the explicit authorization of the College Dean. In the case of colleges without departments or schools, University Libraries and Regional Campuses such exceptions require the explicit authorization of the recommended exception by the Provost or his/her designee.

C. Normally, FTNTT Faculty members will receive notification of the cancellation of an assigned course section which is included in a summer session assignment no later than noon on Friday of the week prior to the first day of the class.

D. A FTNTT Faculty member who is offered a summer assignment outside the academic unit or regional campus of his/her appointment will get approval from his/her unit administrator or regional campus dean prior to accepting any such assignment(s) in another academic unit(s) or at another campus(es).

E. Priority of Assignment.

1. To the extent possible within the above parameters, academic units and campuses should endeavor to distribute equitably summer opportunities to work among members of the faculty. It is recognized that certain intersession and summer academic programs and courses offered to meet programmatic need may require particular expertise not normally present, or present only to a limited extent, among the full-time faculty of an academic unit or campus and that priority in assignment to courses to be scheduled is otherwise to go to continuing tenured and tenure-track members of the unit/campus' faculty.

2. On the Kent Campus, FTNTT Faculty members within the academic unit are to receive the next priority in consideration for assignments to instructional opportunities during a summer session or intersession.

3. For the Regional Campuses, after tenured/tenure-track faculty members on the campus and in the Regional Campus System, FTNTT Faculty members at their resident regional campus and then FTNTT Faculty members in the Regional Campus system are to receive the next priority in consideration for assignment to instructional opportunities during a summer session or intersession. This priority in consideration shall pertain, however, only to bargaining unit members who have submitted a letter expressing an interest in a summer/intersession assignment by a date established by the appropriate administrative officer. However, in an instance in which a tenured/tenure-track faculty member assigned to teach a course should subsequently decline or be unable to fulfill the assignment and another qualified tenured/tenure-track faculty member is not available and willing to accept the assignment, the expectation of the parties to this Agreement is that every reasonable effort should be made to make the assignment available to a qualified FTNTT Faculty member resident at the campus at which the course is to be offered before assigning the course to a part-time or non-university faculty member.

ARTICLE X
Appointments: Terms, Conditions and Renewals

Section 1. Definitions

FTNTT Faculty members covered by this Agreement are full-time faculty of Kent State University who are appointed annually to a limited term of employment with the University. Appointments and offers of employment in this role are made annually at the sole discretion of the University. The normal duration of appointment is nine months, encompassing a full academic year, excluding summer and intersession (s) following the conclusion of one (1) academic year and the inception of the next academic year.

Section 2. Appointing Authority and Process

A. Appointments and renewals of appointment to FTNTT Faculty positions are made at the sole and exclusive discretion of the University, based on its assessment of programmatic and staffing needs, of fiscal and budgetary constraints affecting staffing and, if applicable, of satisfaction with fulfillment of duties and responsibilities of employment for the preceding term(s) of employment. The University's discretion and judgments in these regards are exercised in its behalf by the academic administrative officer of the academic unit or regional campus having need of the services that gives rise to the availability of the faculty position.

B. Appointments are effected annually by issuance of an *Offer of Appointment* letter to the member of the bargaining unit by the unit administrator, as is appropriate and customary for the academic unit or regional campus offering appointment.

1. The *Offer of Appointment* letter shall specify the effective dates of the offered appointment, the academic rank at which the appointment is offered, the academic unit and campus of assignment, the anticipated salary for the term of the appointment, and the assignments that shall constitute the fifteen (15) credit hour per semester workload, thirty (30) for the academic year, established by the university workload/teaching load policy referenced in Article IX, Section 1.A. of this Agreement as the normal expectation for FTNTT Faculty members.

2. The *Offer of Appointment* letter shall also specify the track in which the appointment is offered:

   a. *Instructional*. FTNTT Faculty members whose primary role is to deliver instruction.

   b. *Clinical*. FTNTT Faculty members whose primary role is to deliver instruction and/or supervision in a clinical setting (e.g., healthcare facility, agency, workplace, laboratory).

   c. *Practitioner*. FTNTT Faculty members from academia, industry, and/or other professional fields whose primary role is to deliver instruction or service in professional programs and applied areas (e.g., music, journalism, architecture, librarianship, flight).

   d. *Research*. FTNTT Faculty members whose primary role is to engage in research activity funded by external sources.

3. The FTNTT Faculty member shall indicate acceptance of the offer by signing and dating a copy of the letter and returning it to the Office of Academic Personnel by the date specified in the letter.

4. A formal employment contract shall be issued to the appointed FTNTT Faculty member for signature and returned when all necessary procedures attendant to the appointment have been completed and FTNTT Faculty appointments for the academic year have formally been approved by the Board of Trustees.

Section 3. Renewals of Appointment

While it is recognized that appointments for FTNTT Faculty members covered by this Agreement are made annually and that the term of each appointment is limited to a single academic year, a FTNTT Faculty member may be offered an appointment for a subsequent academic year if programmatic need, satisfaction with performance of previous responsibilities, and budgeted resources supporting the position continue in accord with the conditions and provisions of Section 2.A. of this Article and with the procedural expectations detailed in Section 2.B.

A. The provisions of this Section do not, however, create any right to expectation of continuous employment nor do they create a right to renewal of appointment as a regular and routine condition of employment save as the University, at its sole and exclusive discretion and in accord with the provisions of this Article, may deem suitable in accord with the priorities of continuing programmatic need, its assessment of demonstrated satisfactory performance of current and previous responsibilities in a faculty capacity by the FTNTT Faculty member, and its determination of sufficient budgeted resources to continue to sustain the position. In the event of unsatisfactory performance, unit administrators should discuss the performance issue(s) with the FTNTT Faculty member as soon as possible.

B. Academic units, regional campuses and Colleges without departments or schools are encouraged to develop guidelines for the allocation and reallocation of FTNTT Faculty positions and include those guidelines in the unit/regional campus' section of the Faculty Handbook and/or the handbooks currently in effect or as such handbook(s) may subsequently be modified, amended or otherwise revised for this purpose. The following are a list of suggested considerations:

1. completion of one (1) successful Full Performance Review;

2. completion of more than one (1) successful Full Performance Review;

3. the University's commitment to affirmative action and its policies adopted there under;

4. quality of the bargaining unit member's contributions as documented with the accumulated record; or

5. the impact on the academic program resulting from the release of the FTNTT Faculty member, which may be assessed by necessary credentials, experience, and competence to perform the instructional and/or other responsibilities of such a FTNTT Faculty member which are essential to a designated program(s).

Section 4. One-Year Appointments

A. FTNTT Faculty members in year one (1), two (2) or three (3) of employment with the University may expect to be notified by the responsible academic administrative officer as early as possible, but no later than May 1, of opportunities for additional appointment for the subsequent academic year or that an opportunity for additional appointment is not anticipated. Absent written notification prior to May 1 of an academic year that the appointment is not to be renewed for the next academic year, the appointment for the next academic year shall be regarded as renewed. Nothing in the foregoing, however, shall preclude the right of the University to extend an offer of additional appointment, or of the FTNTT Faculty member to accept such offer, later than that date should circumstances create such an opportunity subsequent to May 1.

B. Some academic units, regional campuses or Colleges without departments or schools may elect to require a performance review in the first and/or second year of employment. Information about these reviews will be shared with the FTNTT Faculty member if such a review is required.

Section 5. First Full Performance Review

A FTNTT Faculty member who has received appointments for three (3) consecutive academic years shall be subject to a Full Performance Review during the third year of appointment before a fourth annual appointment can be anticipated or authorized.

A. The Full Performance Review will follow the format, procedures and timelines established by the University, as annually distributed through the Office of Faculty Affairs, concluding with the college or, if applicable, the division of the regional campuses' level of review and determination. The criteria shall be as developed by the academic unit and, if applicable, the regional campus of appointment, based primarily on established instructional and/or professional effectiveness criteria applicable to the renewal of FTNTT Faculty members within the academic unit and/or regional campus. The unit administrator shall notify the FTNTT Faculty member of the review by providing the criteria as developed by the academic unit to the FTNTT Faculty member no later than the end of the spring semester in the academic year prior to the academic year in which the full performance review will be scheduled. The period of performance to be reviewed is the three (3) years of consecutive appointments, including that portion of the third appointment which is subject to evaluation and assessment at the time of the review. For FTNTT Faculty members who are hired at the beginning of the spring semester, the first full academic year will be considered the FTNTT Faculty member's first year for the purposes of the Full Performance Review as described in this Section 5. Guidelines for the submission of materials for review in the spring semester of the third consecutive year of appointment and for the timely conduct of the review process will be issued annually by the Office of Faculty Affairs. (*See*, Addendum B, *Suggested Documentation Guidelines for Full-Time Non-Tenure Track Faculty Full Performance Reviews*.)

B. At the conclusion of the Full Performance Review, the FTNTT Faculty member is to be provided with a written summary of its outcome and conclusions and an indication of whether an additional appointment may be anticipated and, if so, under what programmatic, budgetary and/or anticipated staffing or projected enrollment circumstances. FTNTT Faculty members are encouraged to request a meeting with their unit administrator or regional campus dean, as applicable, at the conclusion of a successful review if they would like to discuss any issues and/or

concerns about the review process.

1. In the event that an additional appointment is not indicated, the FTNTT Faculty member is to be provided with an additional explanation of whether lack of adequate satisfaction with performance or the absence of anticipated continuing programmatic need or budgeted resources to support the position is the reason.

2. The FTNTT Faculty member may consult the academic administrative officer and, if desired, seek review by the established Faculty Advisory Committee or Faculty Council.

3. An additional appointment immediately subsequent to the completion of the Full Performance Review normally is expected to be part of a three-year term of renewable annual appointments as defined in Section 6, below, provided that continuing programmatic need and budgeted resources supporting the position can be anticipated for the term in question.

C. The University and the Association encourage academic units and regional campuses to consult with FTNTT Faculty members concerning the review process, the criteria applicable to the renewal of FTNTT Faculty appointments, and to consider including FTNTT Faculty members on review committees. Academic units are encouraged to use signed evaluation forms as part of the review process of FTNTT Faculty members.

Section 6. Three-year Term of Annually-Renewable Appointments

As indicated in Section 5.B.3., above, a FTNTT Faculty member who has successfully completed three (3) consecutive years of employment and one (1) Full Performance Review becomes eligible for appointment to a three-year term of annually renewable appointments which are conditional from year to year only upon continued satisfaction with demonstrated performance, continued programmatic and staffing need within the academic unit, and continued budgetary resources supporting the position. The terms, conditions and expectations for renewal of appointment throughout the three-year term are to be stated in a written *Offer of Appointment* at the time of appointment to the three-year term. The following special circumstances and expectations pertain to FTNTT Faculty members during the three-year term of annually renewable appointments.

A. FTNTT Faculty members in years four (4) and five (5) of employment with the University may expect to be notified by the responsible academic administrative officer as early as possible, but no later than March 1, of opportunities for additional appointment for the subsequent academic year or that an opportunity for additional appointment is not anticipated. Absent written notification prior to March 1 of a given year that the appointment is not to be renewed, the appointment for the next academic year within the three-year term shall be regarded as renewed. The basis for failure to renew the appointment, which shall be stated in the notification letter, shall be the absence of one or more of continuing satisfactory performance of instructional and/or other faculty responsibilities, of continuing programmatic and/or staffing need within the unit, or of anticipated budgeted resources sufficient to support the position for the coming year.

B. Upon completion of a three-year term of annually renewable appointments, a FTNTT Faculty member in the sixth year of consecutive employment with the University becomes eligible for consideration for another three-year term of annually renewable appointments based upon successful completion of a second Full Performance Review, as provided for in Section 5.A. and B. above; favorable assessment of service and contributions during the initial and most recent

three-year term; and anticipated continuation of programmatic and staffing needs and of budgetary resources sufficient to support the position.

C. In the event of notification prior to March 1 that an appointment is not to be renewed for the next year of the uncompleted term or of notification at the conclusion of the second Full Performance Review that appointment to an additional three-year term is not to be offered, the affected FTNTT Faculty member may request the opportunity to have the situation reviewed by the Faculty Advisory Committee of the academic unit, or Faculty Council of a regional campus, and by the College Dean, if applicable, as provided for in Article VII, Section 1. of this Agreement.

D. A FTNTT Faculty member serving a three-year term of annually renewable appointments who desires to resign his or her position within the bargaining unit or from the University during the course of that term shall be expected to notify the academic administrator of the academic unit or regional campus in which appointment is held, in writing, no less than thirty (30) days prior to the conclusion of the semester immediately preceding the desired effective date of the resignation.

E. If a FTNTT Faculty position held by a FTNTT Faculty member serving a three-year term of annually renewable appointments is discontinued for reasons of programmatic need or lack of budgetary resources to continue funding the position, the affected FTNTT Faculty member normally will be offered the opportunity to continue the appointments only if programmatic need is redefined or only if budgetary resources are rediscovered within the same three-year term of annually renewable appointments so that the position could be made available within the same three-year term. Such an opportunity to continue the same term of three-year term of renewable appointments will be offered in accord with the terms and conditions of such appointment referenced in this Section 6.

Section 7. Additional Three-year Terms of Annually Renewable Appointments

A. FTNTT Faculty members in the first two (2) years of a third, fourth, fifth, *et seq.* three-year term of annually renewable appointments (e.g., years seven (7) and eight (8); ten (10) and (11); thirteen (13) and fourteen (14), *et seq.*) of employment with the University may expect to be notified by the responsible academic administrative officer as early as possible, but no later than October 1 of a given year that the appointment is not to be renewed for the next academic year, the appointment for the next academic year within the three-year term shall be regarded as renewed. The basis for failure to renew the appointment, which shall be stated in the notification letter, shall be the absence of one or more of continuing satisfactory performance of instructional and related faculty responsibilities, of continuing programmatic and/or staffing need within the unit, or of anticipated budgeted resources sufficient to support the position for the coming year.

B. Upon completion of two (2) three-year terms of annually renewable appointments, a FTNTT Faculty member in the ninth, twelfth, fifteenth *et. seq.* year becomes eligible for consideration for another three-year term of annually renewable appointments based upon successful completion of a performance review, as provided for in Section 8 below; favorable assessment of service and contributions during the most recent three-year term; and anticipated continuation of programmatic and staffing needs and of budgetary resources sufficient to support the position.

C. In the event of notification prior to October 1 that an appointment is not to be renewed for the next academic year of the uncompleted term or of notification at the conclusion of the performance review that appointment to an additional three-year term is not to be offered, the affected FTNTT Faculty member may request the opportunity to have the situation reviewed by

the Faculty Advisory Committee of the academic unit, or Faculty Council of a regional campus, and College Dean, if applicable, as provided for in Article VII, Section 1 of this Agreement.

D. A FTNTT Faculty member serving a three-year term of renewable appointments who desires to resign his or her position within the bargaining unit or from the University during the course of that term shall be expected to notify the unit administrator of the academic unit or regional campus where the appointment is held, in writing, no less than thirty (30) days prior to the conclusion of the semester immediately preceding the desired effective date of the resignation.

E. If a FTNTT Faculty position held by a FTNTT Faculty member serving a three-year term of annually renewable appointments is discontinued for reasons of programmatic need or lack of budgetary resources to continue funding the position, the affected FTNTT Faculty member of the unit normally will be offered the opportunity to continue the appointments only if programmatic need is redefined or only if budgetary resources are rediscovered within the same three-year term of appointments so that the position could be made available within the same three-year term. Such an opportunity to continue the same term of three-year renewable appointments will be offered in accord with the terms and conditions of such appointment referenced in Section 6 above.

Section 8. Additional Performance Reviews

A. After nine (9) years of consecutive appointments, and every three (3) years thereafter, FTNTT Faculty members shall undergo a performance review. The performance review will follow the format, procedures and timelines established by the University, as annually distributed through the Office of Faculty Affairs, concluding with the college or, if applicable, the regional campuses' level of review and determination. FTNTT Faculty members will submit to the unit administrator a vitae, summaries of student surveys of instruction, if applicable, and a narrative of up to five (5) pages in which the FTNTT Faculty member describes her/his professional activities during the past three (3) years. A FTNTT Faculty member who successfully completes this performance review is eligible for a three (3) year term of annually renewable appointments which is conditional from year to year only upon continued satisfaction with demonstrated performance, continued programmatic and staffing need within the academic unit, and continued budgetary resources supporting the position.

B. At the conclusion of the performance review, the FTNTT Faculty member is to be provided with a written summary of its outcome and conclusions and an indication of whether an additional appointment may be anticipated and, if so, under what programmatic, budgetary and/or anticipated staffing or projected enrollment circumstances. FTNTT Faculty members are encouraged to meet with their unit administrator or regional campus dean, as applicable, at the conclusion of a successful review if they would like to discuss any issues and/or concerns about the review process.

1. In the event that an additional appointment is not indicated, the FTNTT Faculty member is to be provided with an additional explanation of whether lack of adequate satisfaction with performance or the absence of anticipated continuing programmatic need or budgeted resources to support the position is the reason.

2. The FTNTT Faculty member may consult the academic administrative officer and, if desired, seek review by the established Faculty Advisory Committee or Faculty Council of a regional campus, and by the College Dean, if applicable, as provided for in Article VII, Section 1. of this Agreement.

3. An additional appointment immediately subsequent to the completion of the performance review normally is expected to be part of a three-year term of renewable annual appointments as defined in Section 6 above, provided that continuing programmatic need and budgeted resources supporting the position can be anticipated for the term in question.

C. The University and the Association encourage academic units and regional campuses to consult with FTNTT Faculty members concerning the review process, the criteria applicable to the renewal of FTNTT Faculty appointments, and to consider including FTNTT Faculty members on review committees. Academic units are encouraged to use signed evaluation forms as part of the review process of FTNTT Faculty members.

Section 9. Reduction In Force

It is recognized that appointments for FTNTT Faculty members covered by this Agreement are made annually and subject to programmatic need, satisfactory performance, and budgeted resources (See Article X, Section 3.A). The University currently has policies and procedures in place which govern a reduction in force (retrenchment) of tenured and tenure-track faculty. The University will determine the need to reduce the number of FTNTT Faculty members within a designated academic unit, including a department or program within an academic unit or department (for these purposes the regional campuses shall be designated as one academic unit), consistent with extant retrenchment policies and procedures.

A. The University first shall attempt to achieve the desired result through the following:

1. Attrition, including voluntary early retirement;

2. A release of faculty who are not FTNTT Faculty members, unless no FTNTT Faculty member has the necessary credentials, experience and competence needed to perform the assigned responsibilities and to teach a course or courses essential to a designated program(s).

B. If, consistent with extant University policies and procedures referenced above, the University makes a final determination that a reduction in force of FTNTT Faculty members is necessary, the following factors shall be used to determine which FTNTT Faculty members within the affected unit(s) will be released:

1. The affected FTNTT Faculty member(s) shall first be placed in the appropriate one (1) of the following categories:

a. No Full Performance Review completed;

b. One (1) successful Full Performance Review completed;

c. Two (2) successful Full Performance Reviews completed; or

d. Seven (7) or more years of consecutive employment completed.

2. Normally, FTNTT Faculty members with no Full Performance Review completed will be considered for release first. FTNTT Faculty members who have completed one (1) successful Full Performance Review will be considered for release before FTNTT

Faculty members who have completed two (2) successful Full Performance Reviews. FTNTT Faculty members who have completed two (2) successful Full Performance Reviews will be considered for release before FTNTT Faculty members who have completed seven (7) or more years of consecutive employment.

3. The following additional factors will be given full consideration in the final determination as to whether a FTNTT Faculty member will be released:

   a. The FTNTT Faculty member's length of service as a FTNTT Faculty member;

   b. The quality of the FTNTT Faculty member's contributions as documented with the accumulated record;

   c. The impact on the academic program resulting from the release of the FTNTT Faculty member, which may be assessed by necessary credentials, experience, and competence needed to perform the assigned responsibilities and to teach a course or courses essential to a designated program(s);

   d. The University's commitment to affirmative action and its policies adopted there under.

Section 10. Academic Ranks

As noted in Article II, Section 1.A., above, FTNTT Faculty members hold appointment at one (1) of the following six (6) academic ranks: Lecturer, Associate Lecturer, Senior Lecturer, Assistant Professor, Associate Professor, or Professor. The academic ranks of Lecturer, Associate Lecturer and Senior Lecturer are reserved for FTNTT Faculty members who have not earned a terminal degree in their discipline, but whose professional experience and demonstrated performance warrant these ranks. The academic ranks of Assistant Professor, Associate Professor and Professor are reserved for FTNTT Faculty members who have earned the terminal degree in their discipline and whose professional experience and demonstrated performance warrant these ranks.

A. Determination of academic rank is a function of the combination of earned academic credentials and demonstrable experience and achievement appropriate to the level of appointment. Normally, initial appointment as a FTNTT Faculty member will be at the rank of Lecturer unless the appointee possesses the doctoral degree or, in some instances, the highest available earned advanced degree ("terminal degree") appropriate to the academic discipline. In the latter instance, the expectation is that the FTNTT Faculty member will be appointed at the rank of Assistant Professor.

B. When the combination of academic credential and demonstrated appropriate experience and professional contribution would warrant appointment within the academic unit at the rank of Associate Lecturer, Senior Lecturer, Associate Professor or Professor, the University, in its sole discretion, may appoint new FTNTT Faculty members at those ranks.

C. FTNTT Faculty members may request reconsideration of the rank of appointment with each annual renewal of appointment if he/she believes that he/she was hired at an inappropriate rank. To request such a reconsideration of rank, a FTNTT Faculty member should submit a written request to the unit administrator providing a rationale for reconsideration of rank citing earned academic credentials and appropriate professional experience and contributions that would warrant such reconsideration. A change in rank which results from a reconsideration of rank has

no impact on salary other than the salary minima, if applicable, as established in Article XI (Salaries and Benefits).

D. A FTNTT Faculty member who receives the doctoral or established appropriate terminal degree that would warrant initial appointment at the rank of Assistant Professor will be appointed at that rank with the renewal of appointment, if offered, for the academic year immediately following receipt of verification of the award of the appropriate advanced degree. A change in rank resulting from the awarding of a doctoral or established appropriate terminal degree has no impact on salary other than the salary minima, if applicable, as established in Article XI (Salaries and Benefits).

E. FTNTT Faculty members who have completed six (6) consecutive years of employment and two (2) successful Full Performance Reviews may apply for promotion at the time of their second Full Performance Review or with any scheduled performance review thereafter. (*Guidelines and Procedures for Full-time Non-tenure Track Faculty Promotion* – see Addendum C). A change in rank resulting from a successful promotion application has an impact on salary as provided in Article XI (Salaries and Benefits).

Section 11. Promotion

A. FTNTT Faculty members who have completed five (5) consecutive years of employment as a FTNTT Faculty member and one (1) successful Full Performance Review may apply for promotion to the rank of Associate Lecturer/Associate Professor, as applicable, at the time of their second Full Performance Review or with any scheduled performance review thereafter. FTNTT Faculty members who have completed two (2) successful Full Performance Reviews may apply for promotion to the rank of Senior Lecturer/Professor, as applicable, in the seventh year of consecutive employment as a FTNTT Faculty member or any year thereafter.

B. Guidelines for the submission of materials for promotion review and for the timely conduct of the promotion review process will be issued annually by the Office of Faculty Affairs. (*See also*, Addendum C, Guidelines and Procedures for Full-Time Non-Tenure Track Faculty Promotion.)

Section 12. Access to Tenure-Track Appointments

A. Nothing in this Agreement shall create either special advantage for or detriment to FTNTT Faculty members in seeking appointment to vacancies and appointments in the tenure-track as positions for which they are qualified become available. A FTNTT Faculty member may apply and compete for such opportunities as they become available on the same basis as all other qualified candidates from within or outside the University and without jeopardy to the FTNTT Faculty appointment he/she currently holds.

B. Similarly, nothing in this Agreement shall either guarantee to a FTNTT Faculty member or preclude the University from offering, appointment in the tenure-track to a FTNTT Faculty member during the term of his/her appointment, consistent with fulfillment of the criteria, procedures and policies for making appointments to such positions.

ARTICLE XI
Salaries and Benefits

Section 1. Salaries - General Principles

A. Any standard increment provided during the term of this Agreement will be applicable only to that portion of a FTNTT Faculty member's salary that is included in the academic unit budget. Standard increments provided during the term of this Agreement will not be applicable to any portion of the FTNTT Faculty member's salary, up to and including 100%, which is determined and funded by other agencies of the State of Ohio or other external sources.

B. The University shall continue to "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS), or to an Alternative Retirement Plan (ARP) selected by the FTNTT Faculty member, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS or to the selected ARP picked up by the University and contributed to STRS or the ARP for the account of the member employee. No FTNTT Faculty member shall have the option to receive the contributed amount directly.

C. While the Association remains the exclusive agent for negotiating salaries for FTNTT Faculty members, the University reserves the right to adjust salaries beyond the negotiated levels to address special or unusual circumstances affecting the employment and assigned responsibilities of an individual FTNTT Faculty member. FTNTT Faculty members may request a salary review by notifying the appropriate dean with a copy to the unit administrator, if applicable, no later than March 15. The request shall include a rationale statement with supporting evidence that documents the FTNTT Faculty member's case for the adjustment. The dean shall then initiate a salary review by consulting with the appropriate faculty advisory bodies. The dean will notify the FTNTT Faculty member of the outcome of the review no later than the end of the academic year in which the request was made. If the decision is to grant a salary adjustment, such adjustment shall be added to the FTNTT Faculty member's base salary no later than the beginning of the academic year following the completion of the review process. The FTNTT Faculty member's adjusted salary shall become the FTNTT Faculty member's final salary for the academic year in which the adjustment is applied. When an adjustment occurs pursuant to this Section, the University will inform the Association, in writing, within fifteen (15) calendar days of its action.

D. FTNTT Faculty members with twelve (12) month contracts will receive across the board increases which are 2/9 greater than the amount awarded for FTNTT Faculty members with nine (9) month contracts whenever fixed amounts, rather than percentage increases, are negotiated.

E. While employment during the summer or intersession and opportunities to perform overload assignments are neither required of nor guaranteed to FTNTT Faculty members by this Agreement, when such opportunities are offered to and accepted by a FTNTT Faculty member, the additional compensation for FTNTT Faculty members shall be no less than at the rate established by the Non-Tenure Track Faculty Overload and Summer Salary Schedule appended to this Agreement as Addendum A.

Section 2. Salaries - Academic Years 2013-2014, 2014-2015, 2015-2016

A. ***Standard Increments.*** Each FTNTT Faculty member who was also a member of the bargaining unit in the immediately preceding academic year ("continuing member") shall receive for the referenced year of appointment an increment to salary determined in relation to his/her base

annual contract salary as it had been established for the immediately preceding academic year, as defined below:

1. ***For the Academic Year 2013-2014***

   Each FTNTT Faculty member who was also a member of the bargaining unit in the 2012-2013 academic year ("continuing member") shall receive a salary increment for his/her appointment for AY 2013-2014 equal to two and one-quarter percent (2.25%) of his/her base annual contract salary for the 2012-2013 academic year.

2. ***For the Academic Year 2014-2015***

   Each FTNTT Faculty member who was also a member of the bargaining unit in the 2013-2014 academic year ("continuing member") shall receive a salary increment for his/her appointment for AY 2014-2015 equal to two percent (2%) of his/her base annual contract salary for the 2013-2014 academic year.

3. ***For the Academic Year 2015-2016***

   Each FTNTT Faculty member who was also a member of the bargaining unit in the 2014-2015 academic year ("continuing member") shall receive a salary increment for his/her appointment for AY 2015-2016 equal to two percent (2%) of his/her base annual contract salary for the 2014-2015 academic year.

B. ***Salary Minima (Floors).*** It is recognized that the salaries of individual FTNTT Faculty members will vary from one another in terms of differentiations in academic credentials and appropriate background experience, in salary at time of initial hire and in length of service at Kent State University, in the nature of responsibilities and in prevailing compensation patterns among differing units of instruction, and in performance assessments which have an impact on salary level prior to the inception of this Agreement. It is, nonetheless, the intent of the contracting parties that there be minimum salaries at each academic rank for FTNTT Faculty members.

Effective with appointments for the 2013-2014 year, and continuing through academic years 2014-2015 and 2015-2016, those minimum salaries, dependent upon the academic rank and duration of appointment specified in the individual's academic year full-time non-tenure track faculty employment contract, shall be as follows:

For academic years 2013-14, 2014-15, and 2015-16

Academic Rank	9 mo. contract	12 mo. contract
Lecturer/Assistant Professor	$40,000	$48,889
Associate Lecturer/ Associate Professor	$45,000	$55,000
Senior Lecturer/ Professor	$50,000	$61,111

Salary minima for appointments other than those of nine or twelve months in duration will be adjusted appropriately.

C. ***Longevity Increments.*** Each FTNTT Faculty member, who is also a member of the bargaining unit in the 2012-2013 academic year, shall receive a longevity increment lump sum amount equal to $125.00 per year of service with the University up to a maximum of sixteen (16) years of service. The longevity increment lump sum amount will not be added to the FTNTT Faculty member's base pay. The lump sum amount will be paid in the following manner: The first $400.00 will be paid in AY 2012-2013; any remaining amount will be equally split into three parts and paid in AY 2013-2014, AY 2014-2015 and AY 2015-2016.

Section 3. Promotion Increments

Any FTNTT Faculty member who is promoted in rank during an academic year shall receive the following promotion increase, in addition to any salary increment(s), at the beginning of the next succeeding appointment, if offered.

Promoted to:	*Promotion Increase:*
Professor/Senior Lecturer	$6,000.00
Associate Professor/Associate Lecturer	$4,000.00

Section 4. Professional Development Excellence Pool

A. In order to support the professional development activities of FTNTT Faculty members and to assist FTNTT Faculty members in preparing for promotion-based advancement, the University will establish a Professional Development Excellence Pool. Funds will be awarded for those professional development activities which have a clear connection to the professional advancement of FTNTT Faculty members and enhance learning and educational excellence.

1. For the duration of this Agreement, the total pool for this purpose shall be $375,000 to be divided equally for AY 2013-14 ($125,000.00), AY 2014-15 ($125,000.00), and AY 2015-16 ($125,000.00).

2. All continuing FTNTT Faculty members who have completed one (1) Full Performance Review are eligible to apply for funds from the Professional Development Excellence Pool.

3. NPAC will establish application procedures and guidelines for the submission and review of proposals which will be distributed to FTNTT Faculty members annually by the Associate Provost for Faculty Affairs.

Section 5. Benefits

A. The University shall provide FTNTT Faculty members hospitalization, medical and life insurance benefits as are provided to other full-time University employees. The University expressly reserves the right during the life of this Agreement, with prior notification to the Association, to change carriers or otherwise to modify details of the programs in effect as of the Effective Date of this Agreement, provided that the modified programs remain equivalent to benefits currently in effect. Summary descriptions of coverage for all medical, dental and vision plans are available from the Benefits Office.

B. ***Alternative Retirement Programs.*** FTNTT Faculty members who meet the eligibility requirements and time-lines established for election of the program are eligible to elect to participate in an Alternative Retirement Program (ARP) approved, and under the terms and conditions set, by the University's Board of Trustees as an alternative to membership in the State Teachers' Retirement System (STRS). Those failing to make such election in timely fashion or who do not meet the eligibility requirements for participation in an ARP will continue to be enrolled in STRS.

C. ***Domestic Partner Benefits*****.** Domestic partners, opposite or same sex, of a FTNTT Faculty member may be covered for all benefits including medical, dental, life, personal accident insurance, and tuition remission at the same contribution level applicable to a spouse. Benefits for domestic partners will be subject to IRS rules and regulations, including any limitations to working partners covered by other employers. In order to be eligible for domestic partner benefits, the following conditions must be met:

FTNTT Faculty member and domestic partner:

1. Share a permanent residence (unless residing in different cities, states, or counties on a temporary basis);

2. Are the sole domestic partner of each, having been in the relationship for at least six (6) months, and intending to remain in the relationship indefinitely;

3. Are not currently married to or legally separated from another person under either statutory or common law;

4. Are responsible for each other’s welfare;

5. Are not related by blood to a degree that would bar marriage in the state of Ohio;

6. Are financially interdependent on each other verified by documentation of a least three (3) of the following:

    a. joint ownership of real estate property or joint tenancy on a residential lease;

    b. joint ownership of an automobile;

    c. joint bank account or credit account;

    d. a will designating the domestic partner as the primary beneficiary;

e. a retirement plan or life insurance policy designating the domestic partner as the primary beneficiary;

f. a durable power of attorney signed to the effect that powers are granted to one another; and

7. Shall be at least age eighteen (18) and be able to enter into contracts.

A complete and signed "Affidavit of Domestic Partnership" will be required to initiate benefits.

D. ***Fee Remission.*** The general fee and the instructional fee shall be waived for eligible FTNTT Faculty members' spouses and also for dependent children to age 28 for FTNTT Faculty members whose appointment began prior to August 2005. For FTNTT Faculty appointments beginning with AY 2005-06, the general fee and the instructional fee shall be waived for eligible FTNTT Faculty members' spouses and also for dependent children to age 25. Overall eligibility requirements will not be greater than those specified in the University's revised Administrative Policy Regarding Tuition Benefits published at 3342-6-09.1 of the *University Policy Register*, as it may be amended from time to time.

E. ***Utilization of Recreation and Wellness Center.*** For the duration of this Agreement, FTNTT Faculty members will have the right to utilize the University's Recreation and Wellness Center at membership rates no greater than the "Dependent Membership" rates as established by the membership rate structure for RWC membership.

F. ***Sick Leave Pool.*** FTNTT Faculty members may participate in a Sick Leave Pool for FTNTT Faculty members under the same terms, conditions, and requirements as pertain to the Sick Leave Pool for tenure-track faculty.

Section 6. Section 125 Plan

Effective January 1, 1993, the University established plans, in accordance with and subject to applicable laws and regulations, pursuant to which FTNTT Faculty members could annually make a voluntary election to have a specified amount withheld on a pre-tax basis from each paycheck to be used to pay the FTNTT Faculty member's share of any contributions to premium costs for medical or dental coverage under Section 5 hereof (the "Section 125 plan") and for reimbursement of eligible dependent care and health care expenses (the "Flexible Spending plans").

Section 7. Health Benefits Review Committee and Quality of Faculty Work/Life Committee

A. There currently are established and in operation, prior to and outside the scope of this Agreement, a Health Benefits Review Committee and a Quality of Faculty Work/Life Committee, both of which report administratively and in an advisory capacity on matters specific to their respective charges to the Vice President for Human Resources.

B. Within the constraints noted above, the Unit President of the Association will be invited to recommend to the Vice President for Human Resources up to two (2) FTNTT Faculty members for appointment to the Health Benefits Review and two (2) FTNTT Faculty members for appointment to the Quality of Faculty Work/Life Committees. With the concurrence of the bargaining representative through whose Agreement with the University these committees were established and their respective memberships constituted, the Vice President for Human

Resources shall appoint one (1) additional member to each of the Health Benefits Review Committee and the Quality of Faculty Work/Life Committee from among the recommendations forwarded to him/her by the Unit President of the Association.

Section 8. Non-Academic Leaves

Subject to the review and approval procedures appropriate to the request, non-academic leaves of absence established by current University policy for all full-time employees of the University will be made available to FTNTT Faculty members. Currently, such leaves include sick leave, unpaid leave during a period of employment, jury duty, and military leaves. The University will give the Unit President thirty (30) days written notice prior to implementing any change in non-academic leaves, during which time the Unit President may request to meet and confer with the University concerning the impact of such proposed changes on FTNTT Faculty members.

Section 9. Reimbursement for Instructional and Professional Travel Mileage, Parking & Tolls

All FTNTT Faculty members shall receive reimbursement for travel expenses directly and necessarily related to their instructional and/or professional assignment. Such reimbursement shall be at the prevailing University rate and as described below. Regional Campus FTNTT Faculty members shall be entitled to travel reimbursement for instructional travel from their primary campus to another campus or from their primary campus to an off-campus site pursuant to the "Regional Campus Travel Expense Guidelines." Reimbursable travel expenses for FTNTT Faculty members shall be limited to mileage, documented parking and toll costs associated with teaching within the FTNTT Faculty member's approved instructional load or for other approved University business during the regular academic year. Reimbursement for travel expenses for voluntary teaching assignments such as overload or summer courses shall be at the discretion of the University.

Section 10. Faculty Parking Fees

It is mutually agreed and understood between the parties to this Agreement that FTNTT Faculty members whose primary assignment is at the Kent Campus shall be assessed fees for given parking privileges on the Kent Campus properties of Kent State University in the same amount and in accordance with the same fee structure applicable to tenure-track faculty.

Section 11. Early Retirement

A. The decision to retire is an individual matter. The University will provide advice and counsel to any FTNTT Faculty member who may wish to examine the possibilities available through early retirement. The individual FTNTT Faculty member should first determine his/her retirement status and options with the State Teachers Retirement System.

B. It is mutually agreed and understood between the parties to this Agreement that the eligible FTNTT Faculty members may participate in an early retirement incentive program under the same terms, conditions and requirements as tenure-track faculty, if the University develops and implements such a program during the life of this Agreement.

Section 12. Emeritus Status

FTNTT Faculty members may be awarded Emeritus status consistent with the University's policy on emeritus status, currently *University Policy* 3342-6-19, and as this policy may be modified from time to time.

ARTICLE XII
Faculty Fitness for Duty

Section 1.

The University and the Association are committed to providing a safe, efficient and productive working environment for the benefit of the University community and the public. The University and the Association agree that FTNTT Faculty members are expected to be fit for duty when they are performing work for the University and that FTNTT Faculty members are expected to perform their job responsibilities in an effective and safe manner at all times. The University and the Association agree that FTNTT Faculty members who are not fit to perform their duties may have a detrimental impact on themselves, on other members of the University community, and/or on the public. The University and the Association agree that, from time to time, various issues that can be identified and addressed may have an impact on a FTNTT Faculty member's fitness for duty. The University and the Association also agree that the need for a fitness for duty evaluation of a FTNTT Faculty member is a serious matter and should only take place when the University's ability to provide a safe, efficient and productive working environment is at risk. The University and the Association also agree that a fitness for duty evaluation, while serious, is itself a non-disciplinary process intended to identify and potentially address any issue that may be having an impact on a FTNTT Faculty member's fitness for duty.

Section 2.

The collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University includes a non-disciplinary procedure for evaluating the fitness of faculty members under certain circumstances. The parties to this Agreement agree to the implementation of this procedure for evaluating the fitness of FTNTT Faculty members as described therein.

ARTICLE XIII
No Strike No Lockout

Section 1.

The University and the Association agree that all differences arising under this Agreement shall be resolved by peaceful and appropriate means without interruption of the University's programs and operations. During the term of this Agreement, the Association and its officials will not cause, support, or condone, nor shall FTNTT Faculty members of the bargaining unit take part in any action that would diminish the quantity or quality of work performed by FTNTT Faculty members of the bargaining unit or in any way interrupt or interfere with the operations of the University. Any member of the bargaining unit who engages in any activity in violation of this Section 1 during the term of this Agreement shall be subject to the imposition of sanctions up to and including dismissal for cause.

Section 2.

The University shall not conduct a lockout of FTNTT Faculty members of the bargaining unit during the term of this Agreement.

Section 3.

Neither the Association nor any member of the bargaining unit shall engage in any action in violation of O.R.C. §4117.18. The Association further agrees to strictly observe the requirements of O.R.C. Chapter 4117 and the rules of the Ohio State Employee Relations Board relating to strikes. The University expressly retains all rights accorded it pursuant to O.R.C. Chapter 4117 in responding to any strike prohibited under this agreement or not authorized pursuant to O.R.C. Chapter 4117.

ARTICLE XIV
Professional Development

Section 1. Faculty Professional Development

Consistent with the eligibility criteria and procedures of specific University programs which support the professional development of faculty members, FTNTT Faculty members are eligible to participate in professional development opportunities at the academic unit, college and university levels.

Section 2. Leaves of Absence for Professional Development

The parties to this Agreement recognize the importance and positive nature of continued professional development for the purpose of enhancing the University's mission as well as the performance and role of FTNTT Faculty members with regard to that mission.

A. Under conditions specified below, FTNTT Faculty members may apply in writing to his/her academic unit administrator (department chair, school director, college dean or regional campus dean, as applicable) for an unpaid leave of absence for the purpose of continued professional development, approval of which shall be at the sole discretion of the University. The parties to this Agreement understand and agree that the University shall accept no responsibility in any instance for offering, securing, or otherwise generating financial support for such a leave. Funding to make possible or to support the leave is the sole responsibility of the FTNTT Faculty member who requests the leave.

B. A FTNTT Faculty member, in the course of a three-year term of annually renewable appointments is eligible to apply and to be considered for an unpaid leave of absence for professional development provided that:

1. Funding for the unpaid professional development leave of absence is secured by the applicant and awarded through external sources for the period of the proposed leave. The FTNTT Faculty member must provide evidence from the funding source of the external support for the period of the proposed leave.

2. The purpose(s) of the proposed leave must be deemed acceptable in terms of the leave's potential for upgrading professional skills, acquiring new skills, and intellectual and professional development that will be of benefit to the individual and the University.

3. The FTNTT Faculty member has served a minimum of two (2) consecutive three-year terms of annually-renewable appointments and completed reviews for each appointment, the results of which would permit the University to continue the person in the position for a third three-year term of annually renewable appointments subject to availability of budgetary resources and programmatic need;

4. The applicant shall provide the University with written assurance that he/she will return in the subsequent academic year to complete the three-year term of annually renewable appointments. The normal duration of the approved unpaid leave of absence for continued professional development shall be one (1) academic year. In its sole discretion, the University may approve such a leave of one (1) semester in duration, but not for a shorter period; and

5. The academic unit or regional campus, as applicable, must be able to support the programmatic and staffing needs of the unit or campus in the absence of the FTNTT Faculty member.

C. After the conditions stated in B. above have been satisfied, the following apply:

1. If approved, the leave takes place within a three-year term of annually renewable appointments.

2. If the leave is approved and taken, the position of the FTNTT Faculty member receiving approval for the leave shall remain available to the FTNTT Faculty member upon completion of the leave;

3. The university shall continue to make available full-time employee benefits to the FTNTT Faculty member during the period of the approved professional development leave of absence;

4. Upon completion of the leave, the FTNTT Faculty member shall provide a brief written summary report of the outcomes of the leave to the Provost or his/her designee. (Copies of this summary should also be sent to the department chair, school director and/or college dean, as applicable, by a FTNTT Faculty member whose appointment is at the Kent Campus and to the campus dean by a FTNTT Faculty member whose appointment at a regional campus.)

Section 3. Professional Development Workload Equivalencies

FTNTT Faculty members may request and be considered for a three (3) credit hour Professional Development Workload Equivalency. Two conditions must be met in order for a FTNTT Faculty member to request consideration of a workload equivalency for the purposes of professional development. The FTNTT Faculty member i) must have successfully completed at least one (1) Full Performance Review; and ii) must be serving at least the first year of a three-year term of annually renewable appointments, as described in Article X, at the time of the submitted request.

A. If these conditions are met, a FTNTT Faculty member may request consideration for a Professional Development Workload Equivalency through the unit administrator (department chair, school director, college dean or regional campus dean, as applicable). The written request shall state the rationale for the proposed workload equivalency and the work that the bargaining unit member intends to accomplish with the requested workload equivalency, as that work relates to the FTNTT Faculty member's instructional and/or other professional services within the unit.

B. The approval of any request for a workload equivalency for professional development shall be at the sole discretion of the University through the unit administrator in consultation with the appropriate advisory bodies or college dean, if applicable.

C. The FTNTT Faculty member must request consideration for such workload equivalency no later than November 1 of the academic year preceding the regular academic year for which the workload equivalency would be approved.

D. Limitations. If approved, the following limitations apply to workload equivalencies for professional development:

1. Workload equivalencies for the purposes of professional development can be utilized only during the regular academic year requested.

2. A FTNTT Faculty member may receive no more than one (1) approved workload equivalency under this provision during the course of a three-year term of annually renewable appointments.

3. A FTNTT Faculty member will not be eligible or considered for an overload assignment during the semester in which a workload equivalency granted for professional development would be utilized.

E. The FTNTT Faculty member shall provide a written summary report of the outcomes of the workload equivalency prior to the beginning of the subsequent academic year. This written summary shall be included with the documentation for the next Full Performance Review or performance review, respectively.

Section 4. Instructional and Professional Support

A. Within the context of prevailing policies, procedures and practices, FTNTT Faculty members should expect to have access to adequate instructional and/or professional support services, facilities, and clerical services of the academic unit or regional campus in support of their instructional and/or other professional activities. As consistent with established policies and practices of the unit/campus and within the constraints of resources, budgeted and physical, available for the purpose(s), these normally should be expected to include access to adequate office space, to instructional equipment and supplies, and to clerical support available within the unit.

B. Questions and/or disputes arising under this Section are not subject to the Grievance Procedure in Article VII. FTNTT Faculty members should work with unit administrators to resolve informally questions and/or disputes arising under this Section. FTNTT Faculty members may request that the matter be considered by the established Faculty Advisory Committee (Faculty Council in instances involving faculty assigned to a regional campus) and/or the FTNTT AAUP/KSU Joint Study Committee which body shall offer its advice on the matter in dispute to the unit administrator. That administrative officer shall make a final determination on the matter.

ARTICLE XV
Intellectual Property Rights

Section 1.

This Article sets forth the rights and obligations of the parties hereto as to intellectual property rights of the University and the FTNTT Faculty, such rights to include, but not be limited to, rights in intellectual property that can be copyrighted. The conditions of this Article exist within the context of, and are not intended to contravene, applicable federal or state statute or regulations, including but not limited to Section 201(b) of the Copyright Revision Act of 1976 and Ohio Revised Code Section 3345.14, and extant University policy and established procedures. Works subject to trademark or patent registration as defined in University Policy 5-09, as in effect January 1, 1999, are explicitly excluded from the provisions of this Article.

Section 2.

The collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University includes terms and conditions which apply to the intellectual property rights of full-time tenured and tenure-track faculty members. The parties to this Agreement agree to the implementation of these terms and conditions for FTNTT Faculty members as described therein, including any changes, modifications, amendments, revisions or interpretations of those terms and conditions during the life of this Agreement.

ARTICLE XVI
Distance Education

Section 1.

A. Definition of Distance Education

Distance education is defined as courses (or course sections) in which instruction occurs remotely and various forms of technology are utilized to provide students/faculty with differentiated modes of interaction and communication, including but not limited to modes identified in the following terms:

1. synchronous distribution, e.g., face-to-face interaction provided through room-based video, desktop-based video, or other modes of interactive audio and video conferencing; and,

2. asynchronous distribution, e.g., web-based or internet-based online courses/sections.

3. Distance Education courses may be offered in any combination of the above and/or through such other technologies as identified, provided, and supported by the University.

B. The collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University includes terms and conditions which apply to distance education, as defined herein, and the rights and responsibilities of full-time tenured and tenure-track faculty members. The parties to this Agreement agree to the implementation of these terms and conditions for FTNTT Faculty members as described therein, including any modifications, amendments, revisions or interpretations of those terms and conditions during the life of this Agreement.

ARTICLE XVII
Miscellaneous

Section 1. Separability, Savings, and Applicable Law

Should any portion of this Agreement be found by a duly constituted authority to be in conflict with any applicable law, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law shall be controlling. The invalidation of any portions of this Agreement in accordance with this Section shall not affect the legality and enforceability of the remainder of this Agreement.

Section 2. Additions or Modifications to Agreement

During the term of this Agreement, either party may request that any matter relating to the contents of this Agreement be scheduled for discussion between the parties. While each party agrees to meet at reasonable times to discuss any such matter raised by the other party, it is expressly understood and agreed that neither party is under any obligation to negotiate and/or agree upon any change, modification or supplement to this Agreement during the term hereof. To facilitate the implementation of this Agreement and to assure a continuing dialogue on matters of mutual concern, the parties accept the concept of periodic meetings. Either party may request a meeting to discuss implementation or problems, which meeting shall be held as quickly as is convenient.

Section 3. Past Practice

This Agreement does not obligate the University to continue any practice, policy, pronouncement or benefit that affects members of the bargaining unit, except as expressly set forth in this Agreement. However, the University agrees that any discontinuance or modification of a practice, policy, pronouncement or benefit that affects members of the bargaining unit and which is not set forth in this Agreement will be developed and implemented in accord with established University procedures and processes appropriate to the purpose(s), including due consultation and advice of appropriate faculty bodies.

Section 4. Academic Year

It is agreed that the regular academic year refers to the period covered by regular faculty employment contracts from the beginning of the fall semester and continuing through the completion of the spring semester. It is understood that the regular academic year does not include the summer or the intersession referenced in Article IX of this Agreement; however, employment contracts for bargaining unit members include the intersession between the fall and spring semesters.

ARTICLE XVIII
Duration and Negotiation Procedure

Section 1. Duration

The effective date of this Agreement shall be the 16th day of August, 2013. Except as changes, amendments or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 A.M. on August 16, 2016, from year to year thereafter, unless either party shall at least one hundred twenty (120) calendar days but not more than one hundred thirty-five (135) calendar days prior to the expiration date or any anniversary thereof notify the other party in writing of its desire to amend or terminate this Agreement. In the event that such notice is given, the parties agree to meet within fifteen (15) calendar days.

Section 2. Negotiation Procedure

A. The parties hereby adopt the following mutually agreed upon and exclusive procedure and provisions for negotiations and dispute resolution with respect to negotiations for a new or amended agreement conducted pursuant to Section 1 hereof.

B. The Association and the University shall each select its own core bargaining committee of not more than five (5) members. The Association and the University will exchange, in writing, the names of the members of their authorized bargaining teams at, or prior to, the first negotiating session. Further, each side will designate a chief negotiator and advise the other party of such designation in writing.

C. In the event that either the University or the Association plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than five (5) persons, inclusive of resource persons, at any negotiating session.

D. Negotiation sessions will be conducted as frequently as the parties determine. If either party is unable to attend the scheduled session, at least twenty-four (24) hours' notice of said intention shall be given to the other party. The notification period may be shortened in the event of an emergency.

E. All negotiating sessions will be held at a mutually agreed upon location. The University will provide up to six (6) parking passes for the scheduled negotiations sessions.

F. Each negotiating team represents that it has authority to negotiate a tentative agreement and that its designated chief negotiator is authorized to enter into and initial tentative agreements as they are developed. The tentative agreement shall be subject to ratification by the Association membership and subject to the approval of the Board of Trustees of the University. Any tentative agreement reached shall be drafted and initialed by both parties but shall not become effective until a full contract is finally approved and executed.

G. The University and the Association agree that each committee shall have the right to caucus.

H. The chief negotiators shall have authority to meet separately to review the progress of negotiations, to set agendas for individual negotiating sessions and generally to discuss matters that could facilitate a timely progression of the negotiations.

I. Each party is responsible for taking its own notes during negotiations. No mechanical records of the negotiating sessions will be permitted; however, the parties may use the services of a court reporter.

J. It is the intent of both parties that the negotiations be conducted at the bargaining table and not through the media. If both parties mutually agree that a joint statement to the media regarding negotiations is necessary or advisable, such must be mutually acceptable and shall be jointly released. Each party has the right to make periodic progress reports to its constituency.

K. It is recognized that the University has need to issue annual employment contracts for any given academic year no later than August 1. If a ratified collective bargaining agreement between the University and the Association is not in effect as of that date or if negotiations for establishing salary and benefits levels for that academic year have not been completed and duly ratified as of that date, provisional contracts will be issued to members of the bargaining unit who are to be offered full-time non-tenure track faculty contracts for the academic year and who were also members of the designated unit during the preceding academic year. Until a ratified agreement is secured, the provisional contract shall be at the same salary and benefits levels as were in effect during the preceding academic year. Should the University conclude that there is compelling reason for making an exception to this rule as it pertains to special circumstances affecting the anticipated employment during the forthcoming academic year of an individual member of the bargaining unit, the University will consult and secure the consent of the Association before proceeding to issue an annual employment contract for the academic year to the affected member of the bargaining unit at a salary or benefits level other than as prescribed in this section.

Section 3. Dispute Resolution

A. If tentative agreement on a full contract has not been reached thirty (30) days prior to the expiration date of any current collective bargaining agreement, the parties may jointly and in writing request mediation and submit all issues in dispute to the Federal Mediation and Conciliation Service (FMCS). Alternatively, either party may declare impasse for the sole purpose of inviting intervention by FMCS. Each party shall cooperate fully with FMCS and will continue to bargain in good faith, with or without FMCS assistance. Such request for mediation does not constitute a request for arbitration and shall constitute the parties' sole dispute settlement procedure. The parties agree that nothing herein shall be deemed to impair or restrict the parties' respective full statutory rights in the event mediation does not resolve the impasse.

B. This Agreement may be extended by mutual agreement beyond the termination date.

Section 4.

The parties by this Agreement have set forth their entire understanding on all matters which are or may properly be subject to collective bargaining. Furthermore, all matters subject to collective bargaining have been bargained upon whether or not such matters are included, and they may not be made the subject of collective bargaining during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands at Kent, Ohio this 13th day of March, 2013.

KENT STATE UNIVERSITY

By Signature on file
Chairman, Board of Trustees

By Signature on file
President

By Signature on file
Chief Negotiator

By Signature on file
Member, Bargaining Team

By Signature on file
Member, Bargaining Team

By Signature on file
Member, Bargaining Team

FULL-TIME NON-TENURE TRACK FACULTY UNIT, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER

By Signature on file
Unit President

By Signature on file
Chief Negotiator

By Signature on file
Member, Bargaining Team

By Signature on file
Member, Bargaining Team

By Signature on file
Member, Bargaining Team

ADDENDUM A
Kent State University Overload and Summer Salary Schedule
Effective Summer Semester 2013
UNDERGRADUATE AND GRADUATE

Rank: *Load Hrs*	**Lecturer/ Assistant Professor**	**Associate Lecturer/ Associate Professor**	**Senior Lecturer/ Professor**
1.00	1,694.91	2,060.48	2,492.51
1.25	2,118.64	2,575.61	3,115.65
1.50	2,542.37	3,090.73	3,738.78
1.75	2,966.10	3,605.85	4,361.91
2.00	3,389.83	4,120.96	4,985.05
2.25	3,813.56	4,636.08	5,608.16
2.50	4,237.28	5,151.20	6,231.30
2.75	4,661.01	5,666.32	6,854.43
3.00	5,084.75	6,181.44	7,477.56
3.25	5,508.48	6,696.57	8,100.70
3.50	5,932.20	7,211.70	8,723.83
3.75	6,355.93	7,726.82	9,346.94
4.00	6,779.65	8,241.94	9,970.08
4.25	7,203.38	8,757.06	10,593.21
4.50	7,627.11	9,272.18	11,216.34
4.75	8,050.84	9,787.30	11,839.48
5.00	8,474.57	10,302.42	12,462.60
5.25	8,898.30	10,817.54	13,085.72
5.50	9,322.02	11,332.66	13,708.86
5.75	9,745.75	11,847.78	14,331.99
6.00	10,169.48	12,362.90	14,955.13
6.25	10,593.21	12,878.02	15,578.26
6.50	11,016.94	13,393.14	16,201.38
6.75	11,440.67	13,908.26	16,824.51
7.00	11,864.40	14,423.38	17,447.64
7.25	12,288.12	14,938.50	18,070.77
7.50	12,711.85	15,453.62	18,693.91
7.75	13,135.58	15,968.74	19,317.04
8.00	13,559.31	16,483.87	19,940.16

ADDENDUM B
Suggested Documentation Guidelines for Full-Time Non-Tenure Track Faculty Full Performance Reviews

This Agreement at Article X, Sections 5 and 6 provides that FTNTT Faculty members who have completed three (3) or six (6) consecutive academic years of annually renewable contracts shall be subject to a Full Performance Review during the third and sixth year respectively before an additional appointment can be anticipated or authorized. The following guidelines are provided to assist FTNTT Faculty members in the preparation of the documentation to be submitted for the Full Performance Review.

Normally, the Full Performance Review file will include the following suggested items:

A. A self-evaluation providing an assessment of the candidate's teaching and other assigned duties and responsibilities, if any, during the period under review;

B. An up-to-date curriculum vita;

C. The syllabi for courses taught during the period under review; and

D. The Evaluation Summaries of Student Surveys of Instruction (SSI) for all courses taught during the period under review.

FTNTT Faculty members are encouraged to contact their unit administrator/regional campus dean for more specific academic unit/campus guidelines, as applicable.

At his/her discretion, the FTNTT Faculty member may include other materials (e.g., peer reviews, awards, evidence of professional development) which document his/her assigned duties and responsibilities during the period under review.

The unit administrator/regional campus dean and/or the unit/campus review committee(s), as applicable, may modify documentation requirements as established by the unit/campus.

ADDENDUM C
Guidelines and Procedures for
Full-time Non-Tenure Track Faculty Promotion

Section 1.

Promotion is recognition of a FTNTT Faculty member's sustained contributions and distinguished service to the University.

A. FTNTT Faculty members may stand for promotion in the third year of a cycle of three (3) one-year annually renewable appointments. Promotion is from rank to rank and is sequential.

B. Only FTNTT Faculty members who have successfully passed one (1) Full Performance Review are eligible to stand for promotion. FTNTT Faculty members who have completed five (5) consecutive years of employment as a FTNTT Faculty member and one (1) successful Full Performance Review may apply for promotion to the rank of Associate Lecturer/Associate Professor, as applicable, at the time of their second Full Performance Review or with any scheduled performance review thereafter. FTNTT Faculty members who have completed two (2) successful Full Performance Reviews may apply for promotion to the rank of Senior Lecturer/Professor, as applicable, in the seventh year of consecutive employment as a FTNTT Faculty member or any year thereafter.

C. Candidates for promotion shall submit a promotion file consisting of at least the following materials:

1. Current curriculum vitae

2. Narrative supporting the rationale for promotion

3. Peer review(s)

4. Summary sheets for Student Surveys of Instruction for candidates who have instructional assignments

5. Workload statements for at least the past three academic years

6. A written evaluation of the FTNTT Faculty member's performance which shall include a recommendation on promotion. For Kent Campus FTNTT Faculty members this evaluation and recommendation shall be prepared by the department chair/school director. For Regional Campus FTNTT Faculty members this evaluation and recommendation shall be prepared by the regional campus dean.

7. Other materials supporting the request for promotion

D. Promotion files must be submitted to the appropriate College office by the second week of the spring semester in which the FTNTT Faculty member is applying for promotion.

E. For promotion to the rank of Associate or Professor a faculty member <u>must</u> hold the terminal degree in his/her field. For promotion to Associate or Senior Lecturer the terminal degree is not required.

F. Recommendation for promotion shall be based on the following criteria:

1. Performance: To be assessed on the performance of assigned duties and responsibilities associated with the assigned track of the candidate (Instructional, Clinical, Practitioner or Research).

2. Professional Development: To be assessed as it relates to the assigned track of the candidate.

3. University Citizenship: To be assessed as it relates to the assigned track of the candidate.

4. Research: To be assessed on the performance of assigned duties and responsibilities of candidates who are assigned to the Research Track. (Note: Research that results in publication is not a requirement for promotion in the Instructional or other tracks, however, research and/or publications can be submitted by FTNTT Faculty members as an indication of professional development and/or contributions/service to the University or the discipline/profession.)

G. Evidence of significant accomplishments in both Performance and Professional Development is required for promotion. Accomplishments and/or contributions in the area of University Citizenship are neither required nor expected, except as to the extent such accomplishments and/or contributions are appropriate to the FTNTT Faculty member's track and/or workload assignments, but will, when they exist, contribute to the bargaining unit member's overall record of accomplishments.

Section 2. College-level Non-tenure Track Promotion Advisory Board (NPAB)

A. Each college's Non-tenure Track Promotion Advisory Board (NPAB) shall be composed of FTNTT Faculty members and the Dean of the College who shall act as chair and non-voting member of NPAB.

B. In the fall semester, the College Dean shall initiate and oversee an election of FTNTT Faculty members to serve on the College or University Libraries NPAB, as appropriate. Normally, each NPAB will include three (3) FTNTT Faculty members from the Kent Campus and two (2) FTNTT Faculty members from the Regional Campuses, if applicable. Whenever possible, all NPAB representatives should hold at least the rank of Associate Professor or Associate Lecturer. In the event that FTNTT Faculty members at these ranks are not available or willing to serve on the NPAB, the College may elect FTNTT Faculty members to NPAB who hold the Assistant Professor and Lecturer ranks and who have at least ten (10) years of consecutive employment as a FTNTT Faculty member.

C. The Dean shall convene the NPAB to evaluate the applications for promotion and lead a candid discussion of the strengths and weaknesses of the candidates. Each voting member shall indicate on a signed ballot either to recommend or not recommend a candidate's application for promotion along with written comments. Approval of at least a simple majority of the board members voting is needed for a positive recommendation for promotion to the Dean.

D. The Dean shall record the vote and forward his/her recommendation to the Provost with a copy to the candidate and the unit administrator.

E. If the Dean does not support the candidate's application for promotion, the candidate has ten (10) working days to appeal in writing to the Provost.

Section 3.

After review of the Dean's recommendation on each candidate's application for promotion, the Provost makes a final assessment and determination.

A. In the case of a positive decision, the President shall notify the successful candidates.

B. In the case of a negative decision, the Provost shall notify the candidate of the decision and inform the candidate of the right to appeal the decision to the President within ten (10) working days of the receipt of the letter.

C. Each bargaining unit member who applies for promotion should be notified no later than the end of the spring semester in which the application was submitted.

D. In no instance shall any member of the NPAB or any academic administrative officer violate the confidentiality of the promotion process or compromise the principles of due process.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between KENT STATE UNIVERSITY (hereinafter called the "University") and the Full-Time Non-Tenure Track Faculty Unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereinafter called the "Association").

The University and the Association are parties to a Collective Bargaining Agreement, effective August 16, 2009. The parties have engaged in extensive negotiations for a successor collective bargaining agreement. During these discussions, several issues were identified by the parties as being better handled and resolved through this Memorandum of Understanding. Consequently, upon ratification of the tentative agreement by the Association membership and its approval by the Board of Trustees of the University, the parties will also execute this Memorandum of Understanding.

NOW THEREFORE, the University and the Association in consideration of and for the mutual promises and covenants contained herein, agree to the following:

1. For the academic year 2012-2013, each continuing member of the bargaining unit shall receive a standard increment of two and a half percent (2½%) of his/her base annual contract salary as established for academic year 2011-2012. The standard increment will be added to the Faculty member's base salary for the 2011-2012 AY. This retroactive salary increment will be effective upon final approval of the new Collective Bargaining Agreement and

this Memorandum of Understanding. The amount of that increment for the period of time from the beginning of the 2012-2013 academic year through the date of final approval of the new Collective Bargaining Agreement will be paid in a lump sum. After the lump sum payment has been made, the rest of the standard salary increment will be paid in the ordinary course over the remaining pay periods/paychecks for the 2012-2013 academic year. In addition to this retroactive standard increment, Faculty members who were eligible to receive promotion increments in 2012-2013 will receive those increments in full and retroactive from the beginning of the 2012-2013 academic year. These promotion increments will be added to the Faculty member's base salary for academic year 2011-2012 after the retroactive standard increment has been applied. The amount of the promotion increment for the period of time from the beginning of the 2012-2013 academic year through the date of final approval of the new Collective Bargaining Agreement will be paid in a lump sum. After the lump sum payment has been made, the rest of the promotion increment will be paid in the ordinary course over the remaining pay periods/paychecks for the 2012-2013 academic year.

2. Each continuing member of the bargaining unit for the academic year 2012-2013 will receive a one-time longevity payment, which will not be added to base salary, in the total amount of One Hundred Twenty-Five Dollars ($125.00) for each year of service with the University as of beginning of academic year 2012-2013, up to a maximum of sixteen (16) years of service, with up to the first Four Hundred Dollars ($400.00) of such lump sum amount

being paid in academic year 2012-2013 and any remaining portion of the lump sum amount being equally split and paid over the next three (3) academic years.

3. The University has established a Professional Development Excellence Pool. Funds from this Pool will be awarded for those professional development activities which have a clear connection to the professional advancement of FTNTT Faculty members and enhance learning and educational excellence. The total pool for this purpose shall be $62,500.00 for the second semester of AY 2012-2013. All continuing FTNTT Faculty members who have completed one (1) Full Performance Review are eligible to apply for funds from the Professional Development Excellence Pool.

4. The University and the Association agree that the terms of the new collective bargaining agreement they have negotiated for the period beginning August 16, 2013 and ending August 15, 2016, will apply to the balance of academic year 2012-2013, except as otherwise noted in this Agreement.

5. The parties acknowledge that due to the extensive negotiations in reaching a tentative agreement, the benefits available to other full-time University employees beginning January 1, 2013, will be made available to continuing members of the bargaining unit effective February 1, 2013.

IN WITNESS WHEREOF, the University and the Association have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of this 13th day of March, 2013.

KENT STATE UNIVERSITY

By: Signature on file
Chairman, Board of Trustees

By: Signature on file
University President

By: Signature on file
Chief Negotiator

By: Signature on file
Member, Negotiating Team

By: Signature on file
Member, Negotiating Team

By: Signature on file
Member, Negotiating Team

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER

By: Signature on file
Unit President

By: Signature on file
Chief Negotiator

By: Signature on file
Member, Negotiating Team

By: Signature on file
Member, Negotiating Team

By: Signature on file
Member, Negotiating Team