12-MED-05-0526
2134-01
K29678
04/12/2013

CONTRACT AGREEMENT

BETWEEN

SHAWNEE STATE UNIVERSITY

AND

SHAWNEE STATE EDUCATION ASSOCIATION

2012 – 2015

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ARTICLE 1. AGREEMENT AND INTENT

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

A. This is an Agreement by and between SHAWNEE STATE UNIVERSITY ("University") and the SHAWNEE EDUCATION ASSOCIATION ("Association"), which is affiliated with THE OHIO EDUCATION ASSOCIATION and THE NATIONAL EDUCATION ASSOCIATION.

B. The purpose of this Agreement is to set forth the wages, hours or terms and other conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code for the employees represented by the Association. All personnel policies and practices in conflict with the provisions hereof are superseded by this contract and discontinued.

Section 2. Purpose and Intent.

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

Section 3. Memorandum of Understanding (MOU).

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

ARTICLE 2. SCOPE OF THE UNIT

Section 1. Bargaining Unit.

A. For AY12-13 - The bargaining unit shall include: all full-service (FS) faculty, full-time instructor (FTI), Department Chairpersons, Endowed Chairs, Directors of the General Education Program, individuals on annual full-service temporary faculty contracts, Program Coordinators, Health Science Program Leaders, except the designated Administrative Chairperson in Health Sciences.

B. Beginning AY13/14 - The bargaining unit shall include:

1. Full-time faculty with earned rank, whose primary duties are instruction, scholarship, and service and who are tenure-track, non-tenure-track, continuing contract, or tenured

2. Department Chairpersons

3. Health Sciences Program Leaders

C. Administrative Department Chairpersons in Health Sciences and Nursing and visiting faculty are not in the bargaining unit. Both sides agree that the administrative versus bargaining unit status of the Teacher Education Chairperson shall be negotiated through an MOU during AY12-13.

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

A. AY12/13 – All faculty employment designations in the 2009/2012 collectively bargained agreement shall remain intact.

B. Beginning AY13/14: The bargaining unit classifications of Full-Service (FS) and Full-Service Temporary (FST) will no longer exist. The designations of continuing contract and full-time instructor (FTI) will continue. The designations of tenure, tenure-track and non-tenure shall be implemented.

C. The determination of positions as either tenure track or non-tenure is at the sole discretion of the administration.

D. Tenure-Track (TT)

1. Bargaining unit faculty members employed in a tenure-track (TT) position shall be awarded employment contracts in accordance with Article 9.

2. A full-time faculty member shall be awarded a contract for the academic year beginning the first Monday in the fall semester and continuing to the submission of grades at the end of the spring semester. The academic year includes an in-service faculty orientation day that shall be scheduled the Friday of the first week of the fall

term. All bargaining unit members are required to attend unless on approved leave or class schedules will conflict.

3. A bargaining unit member may request to teach in the summer and to use such summer teaching to count toward his/her teaching load during the following academic year. Such an arrangement is permissible only with the prior approval of the appropriate Dean and the Provost.

E. Full-Service Temporary (FST)

1. An FST faculty member is awarded a full-service temporary contract for AY12/13 as set forth in paragraph A above. Employment of an FST shall be recommended by a faculty selection committee. Benefits and remuneration shall follow the terms of the Agreement for the duration of the contract.

2. There will be no FST contracts awarded after AY12/13. This classification will be replaced with visiting faculty (see Section 3 of this Article).

F. Full-Time Instructor (FTI) / Non-Tenure-Track (NTT):

1. AY12-13 - A FTI shall be awarded a contract for the academic year beginning the first Monday in the fall semester and continuing to the submission of grades at the end of the spring semester. The academic year includes an in-service faculty orientation day that shall be scheduled the Friday of the first week of the fall term. All bargaining unit members are required to attend unless on approved leave or class schedules will conflict.

2. Beginning AY13/14 – all full-time instructors (FTI) will be in a non-tenure-track (NTT) position.

3. FTI or NTT contracts are awarded to faculty whose primary duty is to provide classroom, laboratory, and clinical instruction for credit and whose annual faculty employment contract specifies appointment to a full-time position with the rank of instructor or senior instructor.

4. There is no limit to the number of FTI or NTT contracts that can be awarded to an individual, however FTI or NTT employment does not automatically continue from year to year. Continuation of this employment status beyond the assigned academic year is at the sole discretion of the University.

5. FTI or NTT teaching in the summer term immediately following the expiration of the academic year contract shall be compensated according to Article 17.

6. Benefits and remuneration for FTI or NTT contracts shall follow the terms of this Agreement.

7. FTI or NTT may teach any developmental or 1000 or 2000 level courses.

8. The employment of full-time instructors (FTI) or NTTs will not exceed 20% of the bargaining unit members.

G. OTHER Full-Time:
Endowed Chairs and faculty members funded partly or fully by grant funds are members of the bargaining unit. (See Article 17 for salary exceptions for holders of Endowed Chairs and faculty fully funded by a grant.)

Section 3. Exclusions from the Bargaining Unit.

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

1. Excluded are faculty members holding a full-time temporary contract for one (1) semester. FTT contracts may be awarded to a qualified candidate for one (1) semester. Such persons:

   a. Shall not teach more than fifteen (15) contractual hours in this term, and

   b. Shall receive prorated salary based upon such assignment.

   c. Other than benefits that may be mandated by law, employment-related fringe benefits are not included as part of any full-time temporary one-semester contract.

2. Persons on FTT contracts are assigned only teaching responsibilities. If employment extends beyond one (1) semester in a full-time temporary capacity, the employee will be considered to be on a full-time non-tenure contract for the remainder of the academic year and will be considered a bargaining unit member.

B. Visiting faculty (VF) will have full-time contracts that clearly indicate their visiting status. Such contracts will normally not exceed two (2) years except in exigent circumstances.

1. Employment of a VF shall be recommended by a faculty selection committee. Salary and University-provided benefits shall follow the terms of the Agreement for the duration of the contract.

2. VF contracts will be awarded for such purposes as: the temporary filling of vacancies due to bargaining unit faculty on leave, inability to obtain qualified faculty for an established bargaining unit position, unforeseen circumstances, etc.

3. VF contracts expire on the last day of the spring semester (after submission of grades.) VF teaching in the summer term immediately following the expiration of

their academic year contract shall be compensated according to Article 17, University Funded Salary System, for AY12-13 only.

C. Part-time (limited service) faculty. Faculty who teach twelve (12) or fewer contractual hours per semester and no more than nineteen (19) contractual hours per academic year.

D. Academic Administrators (including those holding academic titles).

ARTICLE 3. UNIVERSITY GOVERNANCE

Section 1. Purpose of Article.

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

Section 2. Respective Roles of SEA and UFS.

A. Both parties to this Agreement recognize the Shawnee Education Association as the sole representative of the faculty in all matters affecting wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision to this collective bargaining Agreement. Both parties to this Agreement recognize the University Faculty Senate or other organizations jointly approved by the UFS and the Board of Trustees, as long as they exist, as the representative for all matters that do not pertain to or affect wages, hours, or terms and other conditions of employment.

B. Both parties recognize and affirm the importance of faculty participation in the governance of the University on all matters related to the overall academic mission of the University, including the formation of any and all University policies that directly impact faculty and are consistent with this Agreement.

C. Both parties recognize the University Faculty Senate, its committees and subcommittees, and other committees recognized by the Faculty Senate as the appropriate voice of the faculty in the University governance process. Both parties recognize the role of the UFS in recommending policies to the President. The President and/or Provost will ensure that draft policies that may have an impact upon faculty workload and/or other terms and conditions of employment will be reviewed with the Association President prior to the policy being submitted to the Board of Trustees.

Section 3. Academic Department Governance.

A. Certain matters are the prerogative of the academic department, and in these matters the department chairperson and full-time faculty share responsibilities. Each academic department is to develop a shared governance document that describes its departmental participatory decision-making procedures. Upon the recommendation of the Department the document shall be submitted to the EPCC for approval by the UFS and submitted to the President and Provost for administrative review. The document should be relied upon for guidance.

B. The shared governance document should be periodically reviewed and reaffirmed or revised by the department and submitted by the department to the EPCC and the Faculty Senate and submitted to the President and Provost for administrative review.

C. The shared rights and responsibilities may include such matters as:

1. Recommendations of departmental academic goals.

2. Departmental curricular matters such as curriculum revision, requirements for major and minor and program development to be submitted to the Educational Policies and Curriculum Committee (EPCC).

3. Departmental budgetary matters (e.g., distribution of travel funds, procedure for library acquisitions, etc.).

4. Guidance on the participation on faculty selection committees.

5. Recommendations for pre-tenure review procedures; credential review and recommendation of part time faculty, mentoring of new faculty.

6. Development of course/program assessment plans, collection of assessment data, writing assessment reports, and reviewing assessment data (for program and institutional accreditation).

ARTICLE 4. RATIFICATION AND AUTHORIZATION

Section 1. Negotiating Teams.

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

Section 2. Negotiating in Executive Session.

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

Section 3. Consultants.

Both parties are welcome to employ the services of consultants outside the negotiating sessions. Within the negotiating sessions consultants and/or observers may be present and be the spokesperson for the representative side.

Section 4. General Provisions.

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

A. Initiation. Either party may serve the other party by written notice of the desire to negotiate at least ninety (90) days prior to the expiration of the current Agreement. The request from the Association shall be sent to the University President; a request from the University shall be sent to the Association President.

B. Ground Rules. The chief negotiator and one (1) additional representative from each party may meet prior to bargaining and establish alternative ground rules for negotiations by mutual agreement.

C. Agenda. After the Association proposals have been presented at the first meeting, the agenda for subsequent negotiating sessions shall be established. By mutual agreement, the order of items on the agenda subsequently may be changed.

D. Time Table. Meetings during any week or changes in the frequency of time or place of meeting shall be made by mutual consent of the two teams at the end of any meeting. The time and place of each subsequent meeting shall be established before any session is concluded.

E. Exchange of Information. Upon request, the University and the Association agree to provide each other with information pertinent to topics/subjects that may be discussed during the negotiating period.

F. Written Proposals. To avoid misunderstanding and to facilitate communication, all major proposals and counter-proposals shall be provided in writing.

G. Caucus. Either team may call for a caucus during a session. A caucus shall be for a period of no more than thirty (30) minutes unless otherwise agreed to.

H. Tentative Agreement. As items are negotiated and agreement reached, said items shall be reduced to writing and initialed by a representative of each team.

Section 5. Agreement.

A. Preparing Issues for Approval. When agreement has been obtained on all issues submitted to the negotiating process, or issues have otherwise been resolved, each issue shall be reduced to writing, and signed by the members of the teams.

B. Each issue shall include the following provisions in writing:

1. Provisions of the Agreement.

2. Date that said provisions are to be implemented.

C. If the document is endorsed according to the procedure outlined above, the Agreement shall be signed by the President of the Association and by the President of the University and presented to the Board of Trustees for action. Upon the Board's approval of the Agreement, the Chairman of the Board of Trustees shall sign the document. The Agreement shall constitute a legally binding contract between Shawnee State University and Shawnee Education Association.

D. Individual faculty employment contracts shall contain a general acknowledgment of the Agreement.

E. Any modifications, alterations, additions and/or deletions of and/or to this Agreement prior to its expiration shall be set forth in writing and signed by the President of the University and the President of the Association. No modifications, alterations, additions and/or deletions shall have any effect unless set forth in writing and signed by the parties herein identified.

Section 6. Impasse.

A. If by thirty (30) days prior to the expiration date, agreement cannot be reached on all issues, then either party may call for the services of the Federal Mediation and Conciliation Services (F.M.C.S.). If one party requests the services of F.M.C.S., the other shall join in the

request. Mediation shall continue until the expiration date of the Agreement unless both parties mutually agree to a specific extension date.

B. The parties agree that this impasse procedure supersedes the dispute resolution procedure as set forth in Section 4117.14 of the Ohio Revised Code, but it does not waive the Association's rights under Section 4117.14 (D 2) of the Ohio Revised Code.

ARTICLE 5. ASSOCIATION AND MEMBERSHIP

Section 1. Payroll Deduction.

A. The Association Treasurer shall provide the University Payroll Department the amount of bargaining unit dues and fair share fee payers amount no later than two (2) weeks prior to the first pay of the academic year.

B. The faculty member may opt to remit full payment in a lump sum or by payroll deduction. Upon receipt of a written authorization signed by the faculty member, the University agrees to deduct the dues, fair share fees, and assessments from the pay of bargaining unit members. This written authorization will remain in effect from year to year unless a new authorization form is submitted to the Payroll Department and received no later than two (2) weeks prior to the first pay of the academic year.

C. Payroll deductions, if authorized, shall begin with the next full pay period after receiving the notice from the Association. The deductions shall be taken in equal payments over a nine (9) month period unless a 12-month deduction schedule is determined by the University to be appropriate (e.g., supplemental retirement contributions, Flexible Spending Accounts (FSA) elections, etc.)

D. The following are examples of payroll deductions that may be selected by the faculty member:

1. National Education Association (NEA) dues;

2. Ohio Education Association (OEA) dues;

3. Southeastern Ohio Education Association (SOEA) dues;

4. Departments of OEA as found on the yearly enrollment form selected by the individual;

5. Shawnee Education Association (SEA) dues;

6. Other insurances, annuities, and deductions already permissible for University employees;

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

F. Additional payroll deductions may be allowed 30 days after receiving written authorization for such deductions either from 10% of the members of the bargaining unit, if such deduction is specific to the interests of unit members, or from 20 faculty members on the University's payroll records, if such deduction is of general interest to all faculty members (e.g. TIAA-CREF annuities or U.S. Savings Bonds, etc.).

Section 2. Deduction and Payment of Dues or Fair Share Fees.

A. Dues. The University shall deduct dues in the amount specified by the Association from the pay of all bargaining unit members upon receipt of individually signed authorization forms as specified in Section 1 of this Article.

B. Fair Share Fees

1. Faculty members who elect not to become members of the Shawnee Education Association will be assessed a fair share fee for the Association‟s representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the Association‟s work in the realm of collective bargaining.

2. The fair share fee shall not be more than 100% of the certified dues of the Association, as identified in Section 1 of this Article, and notice of such annual fair share fee shall be transmitted by the Association to the Controller's Office and payroll department of the University no later than two (2) weeks prior to the first pay of the academic year. The University agrees to transmit all amounts deducted to the Association on a monthly basis.

3. For new full-time faculty, payroll deduction of the fair share fee shall begin with the second payroll period in January or sixty (60) days after the beginning of employment, whichever is later.

4. The Association represents to the University that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code, that a written procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

5. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

6. On a monthly basis, the University will transmit payment to the Association Treasurer together with a list of names of members of the Faculty whose Association dues or fair share fees have been deducted and, upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted. The University‟s obligation to make deductions for membership dues or fair share fees shall end upon termination of employment.

7. The Association agrees that it shall indemnify and hold harmless the University, its officers, trustees, employees or agents, against all claims, damages, causes of action,

awards, costs, expenses, and any and all damages arising or resulting from, by reason of, or touching upon the University‟s agreement to the provisions of this article providing for a fair share fee payable to the Association, and the University‟s actions and conduct with respect to these provisions.

Section 3. Payroll.

The University will continue to pay bargaining unit members on a bi-weekly basis. If the University changes to a different payroll system (i.e. pay on the 15th or 30th) the University will give the Association members at least six (6) months advance notice. The Payroll change will occur on the first pay in January after notification. Bargaining unit members may elect to have payroll checks deposited electronically as allowable through the University's direct deposit system. All Association members hired after August 17, 2009 will be required to have payroll checks deposited electronically.

Section 4. Non-Discrimination.

The University shall not discriminate against any member of the bargaining unit on account of membership in, or activity on behalf of, the Association or its state or national affiliates. Similarly, the Association shall not discriminate against any bargaining unit member who is not a member of the Association or its state or national affiliates.

Section 5. Uniform Application.

The University and the Association jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit without regard to race, ethnicity, religion, sex, military status, national origin, sexual orientation, disability, or age.

ARTICLE 6. ASSOCIATION RIGHTS

Section 1. Use of University Facilities.

Except for emergency closings deemed necessary by the University President or designee, full-time faculty members shall have 24-hour, 365-day access to their offices and other facilities for University-related professional activities.

Section 2. Rights and Privileges of the Association.

A. The President of the University and representatives of the Association shall meet as requested by either party. The President of the Association shall have the right to address the Board at all public meetings of the Board. At the beginning of each academic year, the Association President will provide to the University a list of those members of the Association who are authorized to speak on behalf of the Association. The Association President shall also provide the University the names of the primary and alternative contacts for communication purposes.

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

   1. Agenda and minutes of all Board of Trustees meetings at the time of dissemination;

   2. University policies and procedures

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

D. The Association shall be permitted to use the University"s classrooms, lounges, and grounds facilities at no cost, unless the University implements a parking fee. Other University facilities shall be provided as per rates established by University policy on an incremental cost basis. Any additional cost incurred by the University shall be paid by the Association upon submission of an appropriately documented charge.

E. The Association shall be authorized to use University-owned office and instructional equipment. Any supplies consumed with the use of the equipment shall be paid by the Association.

F. The Association shall be permitted to use the University"s interdepartmental mail facilities.

G. The Association shall be permitted to use the University telephone and long distance system in order to conduct official Association business. Long distance charges shall be paid by the Association.

H. The Association shall be permitted to use the University"s printing services on a cost for use basis. Billing for these services will be handled through the established billing

procedure of the University. Charges to the Association for such services will be the same as those assessed other campus groups and individuals.

I. Duly authorized representatives of the Association who are not employed by the University shall be permitted to transact official business with Association members on University premises during normal business hours, provided such business does not interfere with the employees‟ duties.

J. The Provost will provide file storage space within the University accessible by the SEA sufficient for three (3) University-provided lockable file cabinets.

K. The University shall continue to provide the Association with rights to communicate with members over a designated SEA e-mail list. The terms and conditions for participation on that list shall be considered an internal SEA matter.

Section 3. Association Rights and Privileges of Bargaining Unit Members.

A. All bargaining unit members, whether they are members or fair share, shall have the right to the active assistance and representation by a representative of the local, state or national organizations of the Association in any dispute with the University regarding the interpretation or application of this agreement.

B. A bargaining unit member may waive representation by the Association in disciplinary proceedings or grievances. If a bargaining unit member chooses to do so, the bargaining unit member shall sign a waiver form.

C. Any conferences, communications, or records between Association representatives and bargaining unit members regarding grievances, complaints or any other matter related to this agreement or collective bargaining that takes place on or off University premises shall be considered private and confidential to the extent permitted by state and federal law.

D. The Association shall determine, in accordance with the standards of the Ohio Education Association, the National Education Association and relevant laws any and all such matters related to its own internal procedures.

E. The Association shall determine in accordance with its own internal policies the conditions under which Association sanctioned or Association grievances may be brought forward.

Section 4. Release Time.

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

Section 5. Personnel Files.

A. The University shall maintain in the Office of the Provost one official personnel file for each bargaining unit member. All documents placed in this personnel file shall be dated and signed by the University official authorized to do so. The bargaining unit member shall be sent a stamped copy of the document at the time of placement and shall have opportunity to add his/her written statement as an attachment to any document in such file.

B. The official personnel file shall be the only file used for personnel decisions under this Agreement except as may be required for sanction purposes only.

C. Upon written request by the bargaining unit member, the Provost shall cause the removal of disciplinary records for corrective actions up to written warnings unrelated to previous corrective actions placed in his/her own official file for more than three years other than those for discrimination prohibited by state or federal law.

D. Other Personnel Files and Investigative Files.

1. Files will be maintained in Human Resources containing copies of contracts and supplemental contracts, rates of pay, sick day accumulation, and other payroll, tax, and fringe benefit information.

2. A file may be maintained by the University‟s investigating official containing information collected during an investigation into a formal complaint, sexual harassment charges, ethics complaint, or alleged illegal activity and will be subject to the University‟s retention schedule or as directed by federal or state laws.

3. If unofficial or working files are maintained for individual bargaining unit members, the member shall be notified of the existence of the files.

E. Access to Files. The bargaining unit member shall have access at reasonable times to his/her personnel file(s), and may have an Association representative present while reviewing his/her file. These files may be reviewed in the Provost‟s Office or Human Resources in the presence of a representative from that office. Each bargaining unit member shall have the right to obtain from the University a copy of any document contained within his/her file(s). The University will provide one copy free of charge but may charge a reasonable fee for additional copies.

Section 6. Electronic Media.

A. Official personnel file(s) may be electronically scanned within the University‟s established electronic imaging record-keeping system in accordance with filing and retrieval procedures instituted within the applicable department. Both parties shall strictly comply with all the laws governing electronic surveillance and access of electronic information.

B. Telephone conversations, electronic communications (including e-mails), oral communications, and University offices of faculty shall be subject to a reasonable degree of privacy. The University will not monitor or intercept such communications, or intrude upon faculty offices, without a determination by the President of the University, or a relevant investigating officer, that such communications are of reasonable probative value to an investigation. Such communications shall be subject to the academic freedom provisions of this section. Provisions of the University"s Campus Computer and Network Use Policy 5.30 Rev. shall remain in force. Both parties recognize that such communications may be subject to legal discovery or public records requests.

C. Telephone and oral communications between and among SEA and SSU employees and Trustees which are recorded without all parties" permission shall not be used in any grievance or arbitration.

D. All parties understand that the Ohio Public Records Act requires the University to release records if available and nothing in this paragraph restricts the use of that information in a grievance or arbitration which was legally obtained through the Ohio Public Records Act.

ARTICLE 7. ACADEMIC FREEDOM, FIRST AMENDMENT RIGHTS AND ACADEMIC RESPONSIBILITY

Section 1. Academic Freedom and First Amendment Rights.

A. The University and the Shawnee Education Association are totally committed to the concept of Academic Freedom and Professional Responsibility of Faculty as those concepts are set forth in the 2010 *Policies and Procedures of the American Association of University Professors* customarily known as the "AAUP Redbook".

B. This provision of the agreement shall apply to any person who is employed by the University in the role of faculty whether that person is, or is not a member of the bargaining unit (e.g., adjuncts, academic administrators when teaching, guest lecturers, etc.).

C. Academic Freedom: Academic freedom protects the right of faculty in the performance of their duties as University professors to:

1. Freedom in their classroom when discussing subject matter that is reasonably related to the relevant course material and established curriculum;

2. Choose curricular materials and pedagogical techniques within the reasonable boundaries of professional discretion subject to relevant standards of academic merit, teaching effectiveness, and consistency with catalogue course descriptions;

3. Freedom in research and publishing subject only to standards of academic merit;

4. Freedom to participate and speak freely on University affairs in one"s Department, the Faculty Senate, the committees of the Faculty Senate, on matters before the Faculty Senate, in governance committees or any other University committee, on educational and curricular issues and on matters of public concern;

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

D. First Amendment Rights: Bargaining unit members retain the right to speak and act within the bounds of the First Amendment as it applies to private citizens outside the scope of their official duties. Under no circumstances may a bargaining unit member be sanctioned or disciplined for exercising their First Amendment rights in their capacity as private citizens, save in those instances in which the bargaining unit member claims to speak on behalf of the University.

Section 2. Academic Responsibility and Professional Ethics.

A. The concept of academic freedom must also be understood in the context of academic and professional responsibility of the University professor as a responsible educator and in accordance with University Policy 2.01, Faculty Responsibilities. When speaking in their capacity as University professors:

1. Faculty shall respect the rights of their colleagues and other members of the University community to voice their views;

2. Faculty shall respect and defend the academic freedom of students;

3. Faculty will not introduce material into the classroom that is unrelated to the subject matter;

4. Faculty will not engage in behavior that materially and substantively disrupts established University procedures. Disagreement, controversy and argumentation shall not constitute evidence of material and substantive disruption of University processes;

5. Faculty will not engage in speech or behavior that is abusive, threatening, defamatory or reasonably interferes with the ability of other members of the University to perform their duties;

6. Faculty shall observe all institutional regulations that are consistent with this Agreement;

7. Faculty shall not claim to speak for the University but may identify the University for affiliation purposes only;

8. Faculty shall adhere to standards of academic honesty as defined by the relevant professional association.

ARTICLE 8. MANAGEMENT RIGHTS

Except as expressly modified by the terms of this Agreement, management shall have all of the rights provided for by the Ohio Revised Code, Section 4117.08 (C) as listed below:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force; and

I. Take actions to carry out the mission of the public employer as a governmental unit.

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

ARTICLE 9. CONTRACT DURATION AND RENEWAL

Section 1. Definition of Tenure.

Except for the grandfather provisions as provided for in this Article, tenure will be defined as the right of those holding earned rank to continue employment following successful completion of the tenure-track process. Upon awarding tenure the University must show cause to discipline or terminate the employment of the tenured bargaining unit member.

Section 2. Transition from Continuing Contract System to Tenure System.

A. Effective with the fall semester 2013, the University will implement a Tenure System as described in (Article 13).

B. In academic year 2012-2013, the contractual limits on the number of promotions allowed will be eliminated.

C. Grandfather Clause for Continuing Contract

1. Automatic Tenure
   a. All existing Professors

   b. All existing Associate Professors who have received that rank as of fall semester of AY13/14

2. Automatic Continuing Contract
   a. Sr. Instructors and Instructors hired prior to AY2000.
   One-time option in AY12/13 to be granted continuing contract status and current rank or apply for promotion to Assistant Professor in which case the terms for Assistant Professor with continuing contract (par. 3. a.) will apply.

3. Continuing Contract and Tenure-Track
   a. Assistant Professors with continuing contract status (hired 2009 and prior) will: Remain on continuing contract status and may apply for tenure and promotion to Associate Professor utilizing the timelines and procedures established in this agreement (excepting the "up or out" nature of tenure).

      i. May apply credit for existing time with SSU, up to 5 years towards tenure and promotion to Associate Professor.

      ii. If tenure and promotion to Associate Professor are denied, the bargaining unit member may reapply within the duration of this Agreement, but shall retain continuing contract status.

b. Assistant Professors without continuing contract status (hired 2010 or later) will:
   1. AY12/13 continue standard contract employment
   2. Fall semester AY13/14 will be placed on tenure-track and follow the procedures established for tenure and promotion as listed in this Agreement:

      i. May apply credit for existing time with SSU, up to 3 years, towards promotion to Associate Professor and tenure.

      ii. If denied promotion/tenure, a one-year terminal contract will be issued.

c. Sr. Instructors/Instructors hired after AY 2000 not including FTIs
   1. AY12/13 continue standard contract employment.

   2. AY13/14 those awarded a contract will be employed as non-tenure Unless:

      i. The faculty member applies for and is granted promotion to the rank of Assistant Professor at which point, they will begin the tenure-track process.

      ii. When on tenure-track status, may apply up to 3 years of continuous SSU service towards future promotion to Associate Professor and tenure.

      iii. If denied promotion/tenure, a one-year terminal contract will be issued.

D. When faculty with grandfathered tenured status as provided by this Section leave the University for any reason the position held by that faculty member may be established by administration as a non-tenure-track position subject to the limits on non-tenure-track faculty established in Article 2 (Scope of the Unit).

Section 3. Newly Hired Tenure-Track (TT) Faculty Contract Status.

A. Beginning fall semester AY12/13, upon initial appointment to tenure-track status the bargaining unit member shall be issued a one year contract.

   During the contract period, the bargaining unit member may only be dismissed for just cause. The bargaining unit member shall be reviewed in accordance with the renewal, promotion and tenure guidelines of this agreement.

B. If a decision is made not to renew the contract of a bargaining unit member during the first year of employment, the bargaining unit member shall be provided with a statement of reasons, but the University is not obligated to show cause when deciding not to renew the

contract of a bargaining unit member in their first year of appointment. Notice of non-renewal shall be provided by March 15.

C. Upon renewal of a contract following the first year of appointment, bargaining unit members on tenure-track shall be issued a two year contract.

1. During this period of time the bargaining unit member may be terminated or disciplined only for just cause.

2. In the third year of his or her appointment, the bargaining unit member shall be reviewed in order to determine whether or not adequate progress is being made toward tenure and shall receive notification of the decision from the President of the University by June 1.

a. If the decision is negative, the bargaining unit member shall be issued a one year terminal contract and shall be provided with a statement of reasons for that decision.

b. If a decision is made to renew the contract of the bargaining unit member, the bargaining unit member shall receive a three year contract.

D. During their fourth, fifth and sixth years of appointment the bargaining unit member shall only be disciplined or dismissed for just cause as addressed by Article 10.

1. In the sixth year of appointment the bargaining unit member shall be evaluated for tenure in accordance with the criteria set forth in this Agreement.

2. If a decision is made not to grant tenure the University shall provide a statement of reasons and issue the bargaining unit member a one year, terminal contract.

a. If the decision not to grant tenure is based on inadequate performance in the areas of teaching, scholarship, and service the University does not have to demonstrate just cause.

b. If the decision not to grant tenure is based on criteria other than teaching, scholarship, and service, then such a decision must adhere to the disciplinary guidelines set forth above.

Section 4. Full-time Instructor (FTI) Contract Status.

A. A full-time Instructor (FTI) shall be issued a standard contract for an academic year (ref. Article 2). FTIs are not eligible for tenure.

B. A full-time Instructor (FTI) may apply and be considered for a tenure-track (TT) faculty vacancy in accordance with the University"s faculty employment procedures. An FTI

faculty member who is awarded a TT contract may elect to have up to three (3) years of their service as an FTI applied towards the timeline for promotion and tenure.

C. Notice of Re-employment:

1. The employment contract of a full-time instructor (FTI) shall be for a full academic year. There is no guarantee of re-employment and a decision to not re-employ an FTI is at the sole discretion of the University.

2. If the University decides not to re-employ the FTI that member shall be notified of such decision by March 15.

Section 5. Standard Contract, Conditional Contract for Incoming Faculty.

A. If a faculty search committee selects a finalist for a bargaining unit position who does not meet all initial criteria for that position, the Dean in consultation with the search committee may recommend that an individual be hired with specific conditions to be placed on his/her contract, such as completion of the terminal degree by a specified date.

B. Said conditions of employment shall remain continuous and binding unless officially removed by the Provost and approved by the President and Board of Trustees. Any condition shall be included on the Worksheet Summary for the candidate and on the initial contract of employment.

C. If that candidate is recommended by the Provost and the President and approved by the Board of Trustees, only those conditions recommended by the committee shall become part of the conditional contract(s) issued to that faculty member.

Section 6. New and Existing Faculty Training and In-Service.

Incoming faculty members hired during or after academic year 2009 are required to participate in annual online information and training (or in-service if offered) regarding such topics as: Sexual Harassment, Disability Management, Workplace Violence, Active Shooter, etc. The University commits to inviting and the SEA commits to encouraging existing faculty members to participate in these awareness activities. Such training is mandatory for all department chairs and program leaders upon appointment or when needed as determined by the University.

Section 7. Resignation or Retirement.

All faculty members retiring or resigning should notify the University in writing at least sixty (60) days prior to the retirement or resignation date.

Section 8. Notice.

For purposes of this Article, notice to the bargaining unit member of improvement, non-renewal, non-re-employment, or termination, is defined as:

1. Having the document served personally on the member; and/or

2. By certified U.S. mail to the member's last address provided by the member for payroll purposes.

The University's obligation to serve notice is met if the date of personal delivery, or the postmarked date of mailing, is on or before the date of notification stated in this Article.

Section 9. SEA Notification of Supplemental Contracts.

The University will make available for inspection all supplemental faculty contracts issued by the Deans‟ offices or Provost‟s office by the SEA President or his/her designee.

ARTICLE 10. COMPLAINT RESOLUTION AND DISCIPLINARY PROCESS

Section 1. Complaint Resolution.

A. Complaint Process and Scope

1. The purpose of this complaint process is to provide a mechanism to resolve complaints against bargaining unit members in a matter that is consistent with due process and sound academic practice.

   a. Any matter that has the potential to result in disciplinary sanctions against a bargaining unit member shall be addressed in accordance with the standards of these procedures.

   b. Complaints may be addressed through informal mechanisms. The bargaining unit member shall have the right to refuse any and all informal resolutions and to pursue his/her rights under this Agreement.

B. Complaint Review Process

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

   a. If the Dean determines that the matter does not merit a disciplinary investigation, the Dean or Dean"s designee will meet with the affected member to discuss the matter and attempt to achieve an informal resolution.

   b. If the matter involves a possible violation of the University"s policy on Unlawful and Prohibited Discrimination and Harassment (Board Policy 5.03), the Dean will direct the complaint to Human Resources. Bargaining unit complainants who believe they have been the recipient of discriminatory conduct may also complain directly to Human Resources. Discipline resulting from a determination of violation of this Policy shall be in accordance with this Article.

   c. If after a preliminary review the Dean determines that the complaint could result in corrective or disciplinary action, the Dean will initiate either an informal or formal action (see Section 2 of this Article) to address the matter as deemed appropriate.

Section 2. Disciplinary Actions.

A. The University subscribes to the principles of progressive and/or proportional discipline through informal and formal actions. The University shall not impose formal discipline except for just cause. It is the responsibility of the University to demonstrate just cause.

B. Informal Actions

1. Informal actions are not subject to the grievance process or entered into the bargaining unit member‟s official personnel file. The bargaining unit member may provide a rebuttal verbally or in writing.

2. If the complaint or supervisory concern appears to be an appropriate matter to be addressed through informal action(s), the Dean may address the complaint in one or more of the following ways:

   a. Verbal counseling, which may be addressed by the Dean or Department Chairperson;

   b. A verbal reprimand;

   c. An advisory letter from the Dean or Dean‟s designee.

C. Formal Actions

1. Formal actions will result in documentation included in the bargaining unit member‟s official personnel file and are subject to the grievance process. Formal actions may include the following:

   a. A written warning from the Dean that is entered into the faculty member‟s personnel file

   b. Placed on an improvement plan;

   c. Suspension for up to one academic year with or without pay including suspension from summer school or overloads;

   d. Termination during the contract of any bargaining unit member.

2. An improvement plan may also be utilized along with a written warning or suspension.

3. Just Cause Standard for Formal Action(s)

   Formal actions shall be imposed only for just cause. Just cause is a reason related directly and substantially to the professional fitness of the collective bargaining unit member one or more of the following areas:

a. Serious professional misconduct as defined in Article 7 (Academic Responsibility) and/ or other serious violations of this Agreement or relevant Board Policies;

b. Misrepresentation of qualifications or credentials pertaining to employment at the University;

c. Plagiarism or other serious dishonesty related to teaching, scholarship, or professional service;

d. Incompetence in performance that is directly related to the bargaining unit member‟s responsibilities to the University;

e. Consistent inability or refusal to fulfill responsibilities to the University;

f. Personal conduct

i. that represents a serious and ongoing threat to the health or safety of any person in the University community, or

ii. that manifests severe or continuing harassment or discrimination, or

iii. that otherwise substantially impairs the bargaining unit member‟s fulfillment of responsibilities to the University;

g. Persistent or malicious conduct that directly obstructs the performance of instructional or scholarly programs of the University;

h. Conviction of felony;

i. Permanent revocation of required professional licensure.

D. Administrative Leave Pending Investigation

1. The Provost may place the bargaining unit member on administrative leave with pay and benefits when s/he determines the presence of a bargaining unit member:

a. Presents a threat to the health or safety of the bargaining unit member or anyone in the University community; and/or

b. Represents a threat of significant disruption or significant interference with the normal and lawful activities of the University community, property, and/or the educational and operational systems.

2. The bargaining unit member may remain on administrative leave pending the disposition of the disciplinary process provided in this Agreement.

3. The Provost may also direct that the bargaining unit member be barred from University property and/or access to University systems discontinued.

Section 3. Dean's Formal Investigation.

A. Initiation of Dean‟s Formal Investigation

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

1. Upon the initiation of a formal investigation, the Dean shall notify the bargaining unit member in writing, with a copy to the SEA, that a formal investigation has begun. If administrative leave in accordance with this Article is determined to be appropriate, the bargaining unit member will be notified.

2. In the event that providing the written notice to the bargaining unit member would compromise the investigation, such notice must be sent to the SEA with a rationale for the need to withhold notice to the bargaining unit member until the conclusion of the initial stage of the investigation.

3. The written notice shall include the following:

   a. The reason for the investigation;

   b. The right to consult with a representative of the SEA and/or OEA; and

   c. The right to request the presence of a representative of the SEA or OEA at any meeting with the investigating officer.

B. Appointment of Investigators and Charge

1. The Dean may assign other investigators who will be responsible to investigate the complaint(s) or supervisory concern and to help assess whether a charge is warranted.

2. The Dean will make a determination as to whether a charge is warranted within twenty (20) working days of the initiation of the investigation and will notify the bargaining unit member and the Association in writing of such determination.

C. Charge Notice and Dean‟s Conference

1. The charge notice will specify the: charge(s), the names of the complainants (with the exception of current students whose names may be withheld until a proposal of discipline is made, if any) and a date for a conference to review the charge(s).

2. The conference shall be held within ten (10) working days of the above notice or by mutual agreement. The bargaining unit member may request a delay to this meeting, not to exceed five (5) working days if s/he needs the additional time to prepare an adequate response to the specific charges. This request shall not unreasonably be denied.

3. At this conference, the bargaining unit member shall have the opportunity to review the specific charges and all relevant information identified to date with the assigned investigator, Dean, and/or designee, and respond to the specific charge(s). The Dean or designee shall take into account the bargaining unit member‟s response and evaluate each piece of information according to its own merit.

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

    a. resolve the charge(s) by mutual agreement

    b. close the investigation without action

    c. enact an informal action

    d. propose formal action

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

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

D. Conclusion of Dean‟s Investigation

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

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

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

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

Section 4. Provost's Conference and Decision.

A. Within five (5) working days of the issuance of the Dean"s report the Provost shall schedule a formal disciplinary conference with the bargaining unit member, a representative of the Association and the investigator. The bargaining unit member may decline attendance and/or respond to the Dean"s report in writing.

B. At this conference both the investigator and the bargaining unit member shall be afforded the opportunity to make a statement. The Provost shall insure that both parties are fully heard. The Provost may ask questions of either party.

1. At the conclusion of the conference the Provost may request additional information from either party within five (5) working days relevant to the original and/or amended charge(s). Any additional information shall be provided to all parties and all parties may have a chance to respond in writing.

C. The Provost shall make a decision within ten (10) working days of the conference (however if additional information is requested by the Provost, the Provost will have mutually agreed upon additional time). If the conference was declined, the Provost has fifteen (15) working days from the date of receipt of the Dean"s report to make a decision.

D. The Provost"s decision will be based on the original or amended charge(s) and may include any of the following:

1. Dismiss the charge(s) in full or in part

2. Uphold the charge(s) in full or in part

3. Determine and apply formal or informal action(s).

E. The Provost"s decision shall be the final step in the disciplinary process; this decision may be grieved.

ARTICLE 11. WORKLOAD AND COURSE LOAD RESPONSIBILITIES

Section 1. Faculty Appointment.

A. A standard faculty appointment shall consist of the fall and spring semesters, from the first day of the term (as identified by the academic calendar or as otherwise set forth in this Agreement) through a faculty member‟s regularly scheduled final examinations and the submission of grades.

B. Upon accepting an appointment as a full-service faculty member of Shawnee State University, the areas of responsibility that are expected are:

1. Undergraduate – teaching, and scholarship or service or both (see Art. 14 for definitions and examples)

2. Graduate – teaching, scholarship and service (see Art. 14 for definitions and examples)

Section 2. Teaching as a Part of Workload.

A. Shawnee State University is largely an undergraduate institution with some graduate level programs. The University recognizes that classroom hours are a significant component of faculty workload. Besides classroom hours, faculty workload also includes classroom preparation, research or scholarship, and service.

1. The normal academic year classroom teaching load for tenured, continuing contract, and tenure-track bargaining unit members teaching on the semester system is 24 contractual hours. During the academic year, no tenured, continuing contract or tenure-track bargaining unit member shall be assigned a workload beyond fifteen (15) contractual hours in a particular semester without his/her permission.

2. As an undergraduate institution with limited graduate programs, the University's teaching load expected of the tenured, continuing contract and tenure-track bargaining unit members should represent 70-80% of their total workload except for departments with master‟s degree programs.

3. Faculty workload should also include scholarship, or service which advances the University mission. The scholarship or service must be substantial and measurable. Faculty members should be accountable for meeting expectations in teaching excellence, meaningful scholarship and substantial service.

4. The normal academic year classroom teaching load for non-tenure-track bargaining unit members (full-time instructors - FTI) on the semester system is 30 contractual hours. During the academic year, no FTI faculty member shall be assigned a workload beyond eighteen (18) contractual hours in a particular semester without his/her permission.

5. Teaching load for full-time instructors shall represent up to 90% of their total workload. The remaining time shall be dedicated to service in the form of committee meetings, scheduled office hours, etc.

B. Workload Equivalencies

Contractual Hour: One contractual hour is earned for each fifty minutes of class time. For courses involving activities other than lecture hours, contractual hours shall be calculated as identified below. The number of students shall be calculated by the Registrar"s official enrollment on the first Monday after the first Tuesday of the semester.

1. Remote Direct Supervision: These courses require the instructor to be present at all times the student is present at an off-campus training site, e.g. nursing clinical instruction.

   a. Contractual hours shall equal 0.75 instructional hours.

   b. Any faculty member assigned to a remote direct supervision site for a minimum of six (6) hours in a specific day may request the chair or dean to approve a portion of their office hours at the remote site.

2. Remote Indirect Supervision: These courses require indirect or periodic faculty supervision but do not require the instructor to be present at an off-campus training site with the student at all times (e.g., occupational therapy clinical instruction, physical therapy clinical instruction).

   a. No full-service faculty member shall be required to accept additional responsibilities beyond the assigned remote indirect supervision unless agreed. Additional responsibilities will be reimbursed at a rate determined by contractual definition of remote direct or indirect supervision.

   b. Remote indirect supervision contractual hours shall be equal to 0.05 x-course credit hours of the clinical lab(s) under supervision x number of students.

3. Direct on Campus Supervision: These courses require the instructor to be present at all times the student is present in the laboratory or clinical setting (e.g., Chemistry lab).

   a. Contractual hours shall equal 0.75 instructional hours.

4. Undergraduate Research: These courses require significant faculty and student interaction in a student initiated laboratory research project. These courses must be recognized and approved as undergraduate research courses in accordance with the University"s course approval process.

a. Contractual hours shall be equal to 0.4 x course credit hours x number of students, but not to exceed 3 contractual hours per semester.

5. Physical Education Activity Courses: Contractual hours shall be equal to 0.67 instructional hours.

6. Senior Project Courses: Contractual hours shall be equal to 0.1 x course credit hours x number of students.

7. Teacher Education Field Supervision Workload: Students are required to complete a field placement in the K-12 schools as part of some of their college courses.

   a. The number of required field hours for students and the number of faculty observations varies course to course. The faculty workload credit to be awarded reflects this variation.

   b. The chart found in Appendix B constitutes the workload credit for field observations as designated by course. This workload credit is in addition to the scheduled course credit indicated on the student schedule of classes.

8. Off-Campus Site Coordination/Internship: Faculty who plan and coordinate student placement at training sites shall be compensated in accordance with this Article or Article 16, Section 5.C.

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

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

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

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

    a. Compensation for undergraduate courses shall be $150 per credit hour and $225 per credit hour for graduate courses. No faculty member shall be required to teach such a course.

    b. Such courses by arrangement shall be taught only by bargaining unit members.

c. Such courses are usually offered to meet the emergency needs of students and are not part of a faculty member's workload.

Section 3. Graduate Programs.

A. It is understood that as Shawnee State University continues to have the opportunity to add new graduate programs, matters will arise that have not been anticipated in this collectively bargained agreement. The parties agree that in such instances, the issues will be addressed in a collaborative manner utilizing the Graduate Council and the appropriate governance and Association processes (e.g. EPCC, UFS, SEA, and administrative review). The MOU process will be utilized to address such issues.

B. The University recognizes and supports the Graduate Council created through the governance process.

C. Faculty must apply for graduate faculty status in accordance with the Graduate Council Manual.

D. Graduate Course Contractual Hours

1. The normal academic year work load for graduate faculty is 24 contractual hours.

2. Graduate Lecture Courses: Contractual hours shall be equal to 4/3 x course credit hours.

3. Individual Student Graduate Research: Contractual hours shall be equal to 1/3 X credit hours x number of students, but not to exceed 4 students per semester.

4. Group Student Graduate Research: Contractual hours shall be equal to 1 x course credit hours x number of groups but not to exceed 4 groups per semester. Groups shall be a minimum of 4 students.

5. Graduate Lab Courses: Contractual hours shall be equal to 1 x instructional hours.

6. Field Supervision: Fieldwork credit will be determined as follows:

a. Programmatic Foundations & Practicum courses: Contractual hours shall be equal to 0.26 hours for the course.

b. Action Research Courses: Contractual hours shall be equal to 0.52 hours for the course.

c. Methods Courses: Contractual hours shall be equal to 4/3 hours for the first 10 students plus an additional 0.11 hours for each additional student above 10.

d. Student teaching for program courses: Contractual hours shall be equal to 4/3 hours x number of students.

7. Graduate/Undergraduate Concurrent Instruction: Classes scheduled with one graduate and one undergraduate course in the same room with the same instructor at the same time shall be calculated as if the instructor was teaching one undergraduate section of one course and that instructor shall also receive 0.11 x credit hours x number of graduate students. Graduate students will be engaged in work considerably beyond the scope of that expected of undergraduates in the course.

8. Non-graduate faculty must apply for and be granted associate (temporary) graduate status by the Graduate Council in order to teach graduate courses, and are limited to six (6) credit hours of graduate teaching per year.

9. Graduate Scholarship by graduate faculty is considered part of the workload and shall not be considered for additional compensation.

10. Graduate faculty will submit a report of their annual scholarship activity to the Graduate Council through use of the faculty annual self-evaluation.

11. During the academic year, no graduate faculty member shall be assigned a workload beyond fifteen (15) contractual hours in a particular term without his/her permission.

Section 4. Reductions from a Full-Service Teaching Load.

A. A bargaining unit member may submit a written request to have his/her teaching workload for the term reduced for purposes of professional development or University/community service as defined in Article 12 (Working Conditions). A reduction in teaching workload may be granted by the Provost for one or more of the following activities:

1. Administering Developmental Education programming or the University General Education Program,

2. Chairing major University, Governance and SEA committees,

3. Responsibility for new programs or major curriculum revisions,

4. Scholarly pursuits, including research, publication, and serving as an officer of a national, discipline-related professional organization,

5. Participating in special assignments related to teaching, research, artistic creativity and performance, or professionally-related public/community service,

6. Serving as designated student advisor for a program or Department,

7. Formalizing and coordinating majors within multidisciplinary departments,

8. Managing major grant-funded projects,

9. Faculty development directly related to the improvement of teaching and learning,

10. Serving in other academic leadership roles as approved by the Provost.

B. An FTI may request release time as approved by the Department Chair, Dean and Provost as set forth in this section.

C. Any release time approved for items above shall be assigned a contractual hour value for determination of faculty load or for possible overload compensation. However, faculty approved for a reduced workload under the provisions of this Article shall be assigned an overload during the same academic year only under exceptional circumstances and only with the approval of the Dean.

Section 5. Office Hours as Part of Workload.

A. All bargaining unit members (includes full-time instructors) shall be required to maintain at least four (4) office hours scheduled over three (3) days per week unless excused by the Dean. Such approval shall not be unreasonably denied. Such office hours shall be scheduled at a time convenient for students.

B. Office hours begin the first day of each term and end the last day of classes and must be clearly posted on the faculty member‟s door by the third day of classes and shall be included in their course syllabus.

Section 6. Academic Advising as Part of Workload.

A. Tenured, tenure-track and continuing contract faculty are responsible for academic advising, including assisting students in scheduling the appropriate courses. Bargaining unit members shall be available by appointment during office hours or for assistance at the instructor's and the student's mutual convenience.

B. Full-time instructors (FTIs) may be assigned advising duties as set forth herein and approved by the department chairs, unless such assignment may result in release time that requires Provost approval.

C. No bargaining unit member (includes FTIs when assigned) shall be assigned more than thirty (30) students without the faculty member's approval (see par. I below re: compensation for advisees above 30).

D. The University is responsible for assigning faculty to advise students and shall provide all pertinent information necessary to carry out this function.

E. Bargaining unit members are to be assigned students in the faculty members" areas of teaching specialization(s) whenever possible (this provision shall not be used to avoid compensation related to advising).

F. Pay for any advising function that takes place outside the contract year shall be $45 per hour. Any such advising assignment shall be strictly voluntary and shall be rotated equitably within each academic program or department. These assignments must receive prior approval from the Dean.

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

G. Bargaining unit members who are receiving release time or overload pay for advising are required to attend, upon University request, all of the early and late registration sessions, and to be available for student advising beyond the office hours required of all bargaining unit members. Bargaining unit members who are receiving release time for advising will arrange with the Dean, subject to the approval of the Provost, the extra office hours required to advise the expected number of students in that major, program, division, or college.

H. Only graduate faculty may engage in graduate student advising and directing graduate research and chair thesis or master"s project committees.

I. Bargaining unit members with more than thirty (30) advisees assigned fall and/or spring semester shall be compensated at $10 for each advisee above thirty (30) and $17.50 for each advisee above forty-five (45) per semester.

1. The number of advisees will be determined as of the first Monday after the first Tuesday of fall and spring semesters. Every effort will be made to remit payment by the next following full pay period.

2. The compensation for more than thirty (30) advisees shall not be authorized until all tenured, tenure-track and continuing contract faculty members of the program/discipline have been assigned thirty (30) advisees.

Section 7. Committee Service and University Meetings as Part of Workload.

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

Section 8. Course Responsibilities and Other Classes.

A. Bargaining unit members who voluntarily team-teach a course shall share the total contractual-hour load for the course proportionally. This credit shared load shall not

exceed the contractual-hour load normally assigned for the course. Team-taught courses shall be approved by the Dean. No faculty member shall be assigned a team-taught course without his/her permission.

B. Each bargaining unit member shall be required to develop a course syllabus for each course taught during each term that reflects the course description contained in the University catalog. The course syllabus shall be distributed to students by the faculty member during the first week of classes. The course syllabus shall include, but not be limited to, the course objectives, faculty office hours, grading procedure, reading requirements, and the University‟s ADA statement. The ADA statement may be obtained from the Dean and/or Provost offices. Faculty members are encouraged to post current term course syllabi on the University‟s course management system.

C. A faculty member is permitted to make alternative arrangements for a student who is enrolled in a scheduled class if he/she so desires. This is not considered a "course credit by arrangement as identified in Section 2 B. 11 of this Article. The bargaining unit member will earn the workload contractual hours allotted to that class and it is treated as part of his/her regular assigned load.

D. In order to meet federal financial aid regulations regarding class attendance which is addressed in 34 CFR § 668.21*et seq*. faculty must, at the end of each term, report (available from the Registrar) the last date of class participation of those students who had stopped attending classes and received a failing grade.

E. Student Progress Report: In an effort to improve SSU‟s student retention and increase the rates of successful course completion and degree attainment, bargaining unit members will submit to the Registrar a student progress report (similar to the non-attendance report) from the 4th to the 7th week period of each semester for each enrolled student.

Section 9. Departures from Regular Class Schedules.

A. A bargaining unit member shall obtain prior approval from the appropriate Chair, Dean, or the Provost if the former two are not available, for the following departures from regular class schedules:

1. Not holding any regularly scheduled class, final examination, or evaluation.

2. Holding any class off-campus or at a time or location different from the regularly scheduled class meeting.

3. Moving a class from the regularly scheduled location.

4. Using a substitute or proctor for any assigned class meeting or examination.

B. Failure to comply with any provision of this section may result in disciplinary action, including appropriate reduction(s) in the faculty member's salary. This does not apply to

unexpected sick leave or unexpected emergencies, e.g., two classes scheduled into the same room. Such emergencies shall be reported as soon as possible.

Section 10. Class Schedules and Schedule Changes.

A. The University retains the right to schedule courses in accordance with programmatic needs and shall retain final authority over class schedules.

B. Department Chairs are expected to consult with bargaining unit members in the program area in order to identify the bargaining unit members" preferences prior to recommending class schedules to the Dean for approval.

C. Class schedules shall be assigned equitably among bargaining unit members taking into consideration preference and based upon the academic discipline or subject area, required credentials, and experience, as determined by the department chairperson.

D. Bargaining unit members shall be provided with a copy of the class schedule including clinical and laboratory assignments as well as class hour(s) and days, at least four (4) weeks prior to commencement of each term, including summer. The University shall not subsequently change the faculty member's schedule unless program needs or enrollments require such action. Necessary changes shall be discussed with the affected faculty member prior to any change being made.

E. Bargaining unit members with their consent may be assigned to teach in their area of specialization outside their assigned department or program upon approval of the respective departments and/or programs.

F. During any one day, no more than eight hours shall separate the beginning of a faculty member's first course assignment (classroom, laboratory, or clinic) and the end of his/her last course assignment unless the faculty member agrees to accept the extended day.

G. A faculty member's other University responsibilities, such as committee meetings, administrative duties, and office hours, shall normally be confined within this eight-hour period. In the case of a class ending after 8 p.m., the faculty member shall not be assigned a class before 10 a.m. on the following day unless the faculty member chooses to accept the assignment.

H. Bargaining unit members may be assigned classes within the workday (8 a.m. to 10 p.m.) and the total work week (Monday through Friday). Classes may be scheduled on Saturdays and Sundays. Faculty member may elect not to accept such weekend assignments.

I. Bargaining unit members have preference over temporary and part-time faculty in the selection of scheduled courses in their area of teaching specialization up to three (3) weeks prior to the beginning of each term. Such action will not result in overload.

Section 11. Faculty/Student Ratios.

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

A. Health Science clinics/labs shall have a student/faculty ratio of no more than the current published accreditation standards for the individual program.

B. Each faculty member teaching the courses listed below shall not exceed an average faculty/student ratio of 1:20 for all composition courses taught in one term.

   1. This restriction applies to English 1101, 1102, 1105, and Comm 1121 as determined by the Registrar‟s 14-day class list.

   2. Emergency provision. In an emergency situation within one (1) week of the start of classes where there exists five (5) or fewer students who need an English comp class and no seats are available (because of the 1:20 ratio limit), one additional student may be added per Section with the approval of the faculty member, department chair, and approval of the Provost.

Section 12. Off-Campus Classes.

A. Off-campus class assignment opportunities may be offered to bargaining unit members. No faculty may be involuntarily assigned to an off-campus class except as specified in this Section.

B. With the exception of the clinical/field assignments in the programs in Health Sciences**,** field-based instruction in Teacher Education, and those referenced in paragraph C of this section, a faculty member may choose not to teach an off-campus class, and shall not be required to teach off-campus. There shall be no reprisals for refusing to teach off-campus.

C. The University shall make a good faith effort to first seek faculty volunteers for off-campus teaching at Pike County JVS (PCJVS). Faculty may be assigned to the Shawnee State University off-campus teaching facility at PCJVS. No faculty member will be assigned to any correctional facility. No faculty member may be involuntarily assigned more than one course at PCJVS in any academic year. College credit courses at PCJVS will be scheduled based on normal academic procedures, which include departmental oversight.

D. If the faculty member has an assignment at any off-campus facility, the University will pay mileage above the normal round-trip commute miles between the faculty member‟s home and the Shawnee main campus.

Section 13. Meeting Times and Department Support.

A. At least one (1) full-time laboratory technician shall be assigned to the Department of Natural Sciences.

B. During the weeks of the Fall and Spring semesters when regular University classes are being held, every effort will be made not to assign bargaining unit members to classes scheduled between the hours of 4 P.M. and 5 P.M. on Mondays and Wednesdays. This block of time shall be allotted for the purpose of holding meetings.

C. The University shall furnish all academic departments with administrative support.

ARTICLE 12. WORKING CONDITIONS

Section 1. Policy Consultation.

Proposed University policies affecting articles contained within this negotiated Agreement are governed by the provisions of the Ohio Revised Code Chapter 4117.

Section 2. Student Evaluation of Instruction

A. All bargaining unit members shall be evaluated in two (2) classes during fall and spring semesters.

B. Procedure

1. Student evaluation forms shall be provided by the University for the faculty member to distribute to the class. Any exceptions to the following evaluation process shall be approved by the appropriate Dean:

   a. Student evaluation of instruction will be conducted during the fourteenth or fifteenth week of the course.

   b. In no case may student evaluations be conducted during a class period in which a final exam is administered.

   c. The faculty member shall request that a student accept responsibility for distributing and collecting the forms and returning them to the Dean‟s office.

   d. Faculty members will remain outside the classroom during the evaluation process.

C. The University shall provide the faculty member, department chair and the Dean with copies of the tabulated results and written comments by the third week of the following semester. If the faculty member questions the accuracy of the tabulations and/or comments, the SEA President or designee and a representative of the University shall meet to review the accuracy of the tabulations and/or comments.

D. Follow-up

1. The chairperson will review the results of student evaluations of all untenured bargaining unit members and discuss the results with the faculty member.

2. If the evaluations of a tenured or continuing contract bargaining unit member indicate a lack of teaching effectiveness over two or more semesters the Dean or Chair shall discuss the evaluations with the faculty member to determine whether or not a post-tenure review is necessary.

E. Student Evaluation Forms

1. Both parties recognize that review and revision of student evaluation forms will be necessary from time to time. Changes or revisions to the evaluation forms shall adhere to the UFS procedures in place for the formation of new academic policies and procedures.

2. Prior to administrative review, the form shall be submitted to the SEA Executive Committee for SEA approval. Any changes desired by the administration after this shall be by Agreement with the UFS and SEA.

3. The appropriate Faculty Senate committee and SEA representatives will work with the Deans, Provost and student government to select an online evaluation system to be implemented no later than the second academic year of this Agreement. Upon implementation of such a system all faculty will have evaluations completed for every course in fall and spring semesters.

Section 3. Evaluation of Internet Based Distance Learning.

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

B. All evaluations shall be completed anonymously even if administered online. The University will take reasonable steps to ensure only enrolled students are able to submit a single evaluation per student.

C. An Evaluation of Distance Learning form will be used in all Online and Blended Learning classes in addition to the standard Student Evaluation of Instruction Form.

1. The form will include additional questions relating only and specifically to Distance Learning as a means of determining the infrastructure of delivering courses through distance learning. These questions shall contain:

a. clarity of course content

b. level of interactivity via e-mail, chat rooms, discussion boards, the electronic drop box, or other means

c. appropriate use of outside links

d. sequencing of material within the course

e. overall design and content of the course

f. ease of navigation through the course

g. relatedness of course materials to course syllabus

h. appropriateness of amount of material in relation to the level of the course

i. any other areas related to distance learning

D. Student in-class evaluation of online courses shall be governed by faculty evaluation provisions in Section 2 of this Article.

1. Evaluation shall be available throughout the entire fourteenth and fifteenth week of instruction.

E. Evaluation by the Dean, Chair or Departmental Promotion Screening Committee as provided for in this Agreement shall occur as follows

1. In-class evaluators will be given access to the course site at the student level (not the instructor level).

2. In-class evaluators will be given access to course sites for three (3) consecutive workdays.

3. The instructor of the course will be notified a minimum of 10 work days in advance of evaluation.

Section 4. In-Class Evaluations.

A. The appropriate Dean or the Department Chairperson shall conduct in-class evaluations of all untenured faculty at least once a year.

B. Members of the Department Screening Committee may conduct in-class evaluations of tenure-track faculty.

C. The Dean, Department Chairperson or screening committee shall inform the faculty member and coordinate the visit in advance of the classroom visit.

D. The Dean or the department chair may conduct in class evaluations of a tenured bargaining unit member or of bargaining unit members with continuing contract as part of the post-tenure review process where relevant. This evaluation shall be coordinated with the bargaining unit member.

E. If a written plan for improvement is required for tenured faculty, it will be developed in accordance with the post-tenure review process as described in Article 13. In such cases, the performance improvement plan will specifically address performance deficiencies and the timetable for completion.

Section 5. Safety.

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

A. All hazardous equipment used in classrooms and laboratories by students and faculty must have appropriate safety devices readily accessible, i.e., safety glasses, and/or other personal safety equipment, for each piece of hazardous equipment. The faculty member shall not permit the use of such equipment if the safety devices are lacking.

B. The University agrees to provide timely, appropriate training to bargaining unit members who are required to perform duties which involve potential hazards to safety and health.

C. A central source for assistance and information will be available on campus until 10:00 p.m. on those evenings classes are scheduled.

D. Laboratories where chemical odors are or may be present which can irritate the eyes, nose, throat, and/or skin must have sufficient ventilation to protect all occupants of the laboratory and all persons within the confines of any building which may be affected.

E. The University through the Safety Committee will provide reasonable access to adequate first aid kit(s) for each workspace and/or classroom. The kit(s) will be maintained in designated locations and inspected periodically or upon notification of use, and will be replenished as needed.

F. During all clinical exercises, the number of nursing and health sciences students under a single instructor's direct supervision shall be limited to the number of students who may readily and practicably be observed in a single clinical setting. This number shall not exceed the current accreditation standards for the following programs:

   1. Respiratory Therapy Technician: Faculty/student ratio of 1:5 for each clinical affiliate.

   2. Radiology Technician: Faculty/student ratio of 1:5 for each clinical affiliate.

   3. Dental Hygiene: Faculty/student ratio of 1:6 for first year clinical students and 1:6 for each clinical in the second year.

   4. Nursing: Faculty/student ratio of 1:9 for hospital clinical experiences.

G. The University will follow its bloodborne pathogens policy, University Policy No. 5.21.

H. Student enrollments in laboratory classes will not exceed the maximum number of student lab spaces available as determined by the Office of the Provost.

I. Unless there is a clearly demonstrable space need, non-science classes shall not be scheduled in laboratory classrooms.

J. In the case of imminent danger situations, the person(s) reporting such situations shall make the reports in the most expeditious manner available.

K. Bargaining unit members shall be afforded protection within reason from interference, coercion, discrimination, or reprisal for filing an internal report to the proper University administrative officer or director regarding an unsafe or unhealthful condition(s).

L. SEA shall have two (2) appointments to the University Safety Committee.

Section 6. Academic Calendar.

The University shall develop the academic calendar in consultation with the Association, which will be involved from the onset of the process. The Association shall appoint two (2) representatives to work with the administration in development of the calendar.

Section 7. Academic Administrator Search Committees.

The Association shall have the right to appoint one (1) member to search committees established for the purpose of selecting any administrative officer in the academic area at the level of Chair, if chairs are not in the bargaining unit, and Dean or above.

Section 8. Use of Tobacco Products and Drug-Free Workplace.

A. Smoking and the use of smokeless tobacco products are prohibited as provided in University policy 5.08. Smoking and the use of smokeless tobacco products shall be prohibited in all vehicles owned or leased by the University or groups and organizations connected with the University.

B. The University and the Association agree that it is their mutual goal to achieve and maintain a drug-free workplace in accordance with federal legislation. Once the University has identified and documented that a faculty member is having recurring work-performance problems related to substance or alcohol abuse, a conference will be called (ref. Article 10). The faculty member may be provided an opportunity to participate in an independent rehabilitation program. It is understood that refusal to participate in such rehabilitation program may result in the application of appropriate disciplinary action sanctions. The University retains the right to apply sanctions to members of the bargaining unit, up to and including termination for matters and/or events resulting from or caused by substance or alcohol abuse (ref. Article 10).

C. The University may:

1. Request a regular report from the agency responsible for rehabilitation, which shall be kept confidential.

2. Require a statement of readiness from the agency before permitting the faculty member to return to work.

3. The SEA President and the University will agree to a plan for re-entry.

D. Any rehabilitation and re-entry plan, HIPAA regulation will apply.

ARTICLE 13. TENURE SYSTEM

Effective with the fall semester of AY13/14, the University will implement a tenure system as described in this Article and throughout the relevant Articles in this Agreement.

Section 1. Definition.

A. An award of tenure is not a right but a privilege that must be earned by faculty members and academic administrators on the basis of their past performance during the tenure-track period as evaluated by tenured faculty, the administration, the University President, and the Board of Trustees. Tenure cannot be acquired automatically by length of service. Tenure cannot be acquired or denied automatically by procedural error.

B. The awarding of tenure is one of the most significant aspects of the performance evaluation system of Shawnee State University. A favorable tenure recommendation exemplifies a record of demonstrated achievements in teaching, as well as, scholarship (which can include creative activities, etc.), and/or service for which the evidence of excellent or highly proficient performance is clear, consistent, and compelling.

Section 2. Application Procedure.

Awarding of tenure at Shawnee State University coincides with promotion to the rank of Associate Professor. Application for tenure, therefore, is included as part of the application for promotion to Associate Professor. See Article 14 for details regarding the application process.

Section 3. Application and Review Timeline.

Year 1: 1-Year Contract

Beginning of Fall Semester	Promotion and Tenure Plan Established, Departmental Promotion Screening Committee Established
End of Fall Semester	1st Semester Progress Meeting
End of Spring Semester	1st Year Progress Review

Year 2: 1st Year of 2-Year Contract

End of Fall Semester	2nd Year Progress Meeting
End of Spring Semester	2nd Year Progress Review

Year 3: 2nd year of 2-Year Contract

Spring Semester	Administrative review, notification of contract status due June 1st (see Article 9 Contract Duration).

Year 4: 1st Year of 3-Year Contract

End of Spring Semester	Pre-Tenure & Promotion Review; Plan is finalized

Year 5: 2nd Year of 3-Year Contract

No Mandatory Review

Year 6: 3rd Year of 3-Year Contract

See Timeline in Article 14, Section 8

First Day of Fall Semester:	Application for Promotion & Tenure Due
Eleventh week of Fall	College Promotion Committee Established
End of Fall Semester	College Promotion Committee Process completed
Tenth week of Spring Semester	Notice of promotion and/or tenure award or denial. (See Article 14)

Year 7:

First Day of Fall Semester	Promotion and Tenure in effect OR on a 1-Year, Non-Renewable Contract

Section 4. Reviews and Progress Meetings.

A. Promotion and Tenure Plan

The promotion and tenure plan is established jointly between the chairperson of the department, a departmental promotion screening committee consisting of three (3) tenured members of the faculty member"s department, and the faculty member during the first year

of tenure-track status. (Note: If a department does not currently have at least three (3) tenured faculty members, tenured faculty members may be selected by the department chairperson from other departments within Shawnee State, or from another regionally-accredited baccalaureate-granting institution of higher education.)

This promotion and tenure plan details the route necessary for the faculty member to achieve promotion to associate professor and tenure. The promotion and tenure plan will be based upon the discipline-specific criteria established by the faculty member‟s department (see Article 14). The promotion and tenure plan will be included in the faculty member‟s promotion folder.

B. Progress Meetings

Progress meetings are short, informal face-to-face meetings between the faculty member and his or her chairperson designed to give an assessment of the faculty member‟s progress-to-date along their promotion and tenure plan. A summary of the assessment should be provided to the faculty member and maintained in the departmental records.

C. Progress Reviews

Progress reviews are formal face-to-face meetings between the faculty member and his or her Departmental Promotion Screening Committee and chairperson and written evaluations of the faculty member‟s progress-to-date along the promotion and tenure plan. The faculty member or chair may suggest a change to the promotion and tenure plan during the progress review. Written evaluations are further reviewed by the dean of the appropriate college. Progress reviews are primarily formative, secondarily evaluative. They are not punitive. Progress reviews will be included in the faculty member‟s promotion folder.

D. Pre-Tenure and Promotion Review

The pre-tenure and promotion review is a formal face-to-face meeting between the faculty member and his or her departmental promotion screening committee and chairperson, and a written evaluation of the faculty member‟s progress-to-date along the promotion and tenure plan. Results of the pre-tenure and promotion review are shared with the Dean of the appropriate college and the Provost. No changes may be made to the promotion and tenure plan after the pre-tenure and promotion review. The pre-tenure and promotion review will be included in the faculty member‟s promotion folder.

E. Post Tenure Review (PTR)

1. Post Tenure Review (PTR) will focus on supporting continued excellence in teaching, scholarship and service.

2. A PTR will be triggered by: documented deficiencies in teaching, research or service: e.g. consistently unacceptable student evaluations, failure to engage in reasonable levels of either service or scholarship.

3. The PTR will be initiated by the Dean and/or department chair.

4. PTR is conducted by the Departmental Promotion Screening Committee (DPSC)

    a. The written standards and criteria by which faculty members are evaluated in post tenure review will be developed and periodically reviewed by the relevant department"s faculty.

    b. The standard for review will be whether the faculty member being reviewed fully meets professional expectations.

    c. The DPSC shall determine whether the faculty member has met expectations or not.

    d. If the DPSC determines the faculty member has met expectations the committee shall forward that finding to the Dean in writing, who shall review.

    e. If the DPSC determines the faculty member has not met expectations, the committee shall forward that finding to the Dean in writing.

        i. The Dean shall meet with the faculty member and develop an appropriate plan for improvement, based on the recommendation of the DPSC and input from the faculty member.

        ii. Progress on the plan shall be reviewed in the following academic year or mutually agreed upon timeframe by the faculty member and Dean.

        iii. If the Dean determines that satisfactory progress is not being made, as determined by the improvement plan, the Dean may initiate the procedures for formal action as determined by Article 10.

5. Any formal action against a tenured faculty shall be for just cause (see Article 10) and shall proceed via the contractually-defined disciplinary process. Failure to meet minimum expectations over the course of multiple post tenure reviews may provide evidence of just cause but will not trigger an automatic formal action against the faculty member.

ARTICLE 14. PROMOTION

Section 1. Definition.

Advancement in rank for undergraduate and graduate faculty members at Shawnee State University is based on pars. A. B. and C. listed below. Evidence is not required to be presented for all listed examples for promotional consideration.

A. Advancement in rank to Assistant or Associate Professor is viewed as recognition for:

   1. excellence in teaching and outstanding achievements in scholarship; or

   2. excellence in teaching and outstanding achievements in service; or

   3. excellence in teaching and substantial contributions in both scholarship and service.

B. Advancement in rank to full professor at Shawnee State University is viewed as recognition for:

   1. excellence in teaching, outstanding achievements in scholarship, and substantial contributions in service or

   2. excellence in teaching, outstanding achievements in service and substantial contributions in scholarship.

C. Advancement in rank for graduate faculty at Shawnee State University is viewed as recognition for:

   1. excellence in teaching and outstanding achievements in scholarship; or

   2. excellence in teaching and substantial contributions in both scholarship and service.

D. In each of the cases above, excellence in teaching is considered the primary qualification for promotion and shall be weighted accordingly. Documentation submitted for promotion consideration (Section 3, infra) may only include teaching, scholarship, and service by the candidate since his or her last promotion at SSU or since the date of hire if this is the first promotion.

E. The candidate must demonstrate that service and scholarship are related to the mission of the University, College, or Department.

F. The criteria to determine evidence of excellence or substantial contributions in teaching, service, and/or scholarship shall be determined by the individual department. The exemplars listed below shall be the basis for determining criteria for promotion. Each

department may refine these as needed, and in multi-disciplinary departments, the criteria may be discipline–specific.

1. In all cases different levels of criteria must be established to differentiate between evidence of substantial contributions in service and scholarship and evidence of excellence in service and scholarship.

2. Each department must establish promotion criteria by March 15, 2013. A promotion criteria committee composed of one member of each academic department, and the deans of the colleges of arts and sciences and professional studies will conduct an initial review of the criteria from each department in order to ensure consistent rigor (despite disciplinary differences in criteria) across departments and colleges. This committee may request that criteria be amended or altered as necessary. Following this initial review, promotion criteria will be re-examined during departmental program reviews.

G. Exemplar promotion criteria:

1. In order to ensure consistency of academic rigor across departmental criteria, the following exemplars are provided for each of the three categories of evaluation (teaching, scholarship, and service). It is not expected that each department will utilize each of these criteria. Further, departments may utilize additional criteria of similar academic merit. In all cases, promotion criteria must be observable, measurable, and related to the mission of the University, College, or Department.

2. Effective teaching may be demonstrated through the following criteria, or similar criteria:

   a. maintaining currency in one"s subject matter;

   b. effectively communicating subject matter by several means or methods such as lecture, discussion, demonstration, laboratory exercise and practical experience;

   c. assisting students in course-related work outside of class;

   d. developing improved instructional materials or methods;

   e. promoting students" critical and creative thinking;

   f. mentoring students in professional scholarly activities (for example, presentations at conferences or participation in research projects and/or publications).

3. Effective scholarship may be demonstrated through the following criteria, or similar criteria:

   a. giving scholarly presentations to academic organizations;

   b. giving scholarly presentations to the campus community;

   c. publishing books or publishing treatises in scholarly professional journals;

   d. having books accepted for publication or treatises accepted for publication in scholarly professional journals;

   e. exhibiting creative works or acquiring show or performance credits at prestigious venues when they are appropriate to the field of study;

   f. having creative works accepted for exhibition or shows or performances at prestigious venues when they are appropriate to the field of study;

   g. holding offices or positions in professional academic organizations or on scholarly editorial boards;

   h. obtaining grants, contracts or similar financial support from government, foundations, or other sources for scholarly purposes (other than those included as service);

   i. acquiring a degree or certification other than the University required minimum degree as appropriate to the candidate"s department; and

   j. maintaining professional certification and licensure.

4. Effective service may be demonstrated through the following criteria, or similar criteria:

   a. actively serving on University-wide committees;

   b. actively serving on departmental committees;

   c. holding leadership positions on University-wide and departmental committees;

   d. having responsibility in accreditation and reaccreditation activities;

   e. advising student organizations;

   f. representing the University at civic groups, municipal or state governmental agencies, primary or secondary schools in the state, and community groups;

g. developing curriculum with special emphasis on academic degree program development or enhancement;

h. advising students in degree-related matters;

i. obtaining grants, contracts or similar financial support from government, foundations, or other sources for University purposes (other than those included in scholarly and professional activity);

j. implementing the strategic plan of the University.

Section 2. Eligibility.

A. A bargaining unit member may apply for promotion to a specific rank if he/she meets the following criteria (see Article 9, Section 2. C.):

1. Rank of Professor:

   Doctorate or appropriate terminal degree in area of teaching specialization and five (5) years of full-service teaching experience as an Associate Professor at Shawnee State University, or

   Master's degree in area of teaching specialization and nine (9) years of full-service teaching experience as an Associate Professor at Shawnee State University

2. Rank of Associate Professor:

   Doctorate, appropriate terminal degree, or Master‟s degree in area of teaching specialization six (6) years of full-time teaching experience as an Assistant Professor at Shawnee State University

3. Rank of Assistant Professor:

   Doctorate or appropriate terminal degree in area of teaching specialization, or Master's degree in area of teaching specialization and five (5) years of full-service teaching experience as a senior instructor at Shawnee State University.

4. Rank of Senior Instructor:

   Master's degree in area of teaching specialization, or

   Bachelor's degree in area of teaching specialization and five (5) years of full-time teaching experience as an instructor.

5. Rank of Instructor:

   Bachelor's degree in area of teaching specialization and/or certification in specialized area.

B. Full-time instructors will be hired at the rank of instructor or senior instructor and are not eligible for promotion beyond senior instructor. FTIs are non-tenure-track but may apply for tenure-track positions if available.

C. Associate, Bachelor"s, Master"s, and Doctorate degrees are those degrees awarded by institutions of higher education which were regionally accredited for the degree awarded at the time it was awarded by agencies recognized by the Secretary of the U.S. Department of Education. The Provost and President of SEA, or their designees, must mutually agree that degrees from foreign institutions are the equivalent of regionally accredited degrees.

D. A faculty member may be promoted to the rank of senior instructor without submitting application documents if that faculty member meets the criteria for promotion and receives a written recommendation from the Provost and the appropriate Dean. However, the candidate must submit a letter requesting this promotion to the Provost and Dean before the application for promotion deadline in Section 8 (except for AY12-13).

E. Determination of which degrees are acceptable as "in the area of teaching specialization" and which degrees are considered terminal is the joint responsibility of the departmental faculty, Dean, and the Provost (see Article 22, Initial Appointments). All full-service faculty employed by Shawnee State University prior to April 1, 1994 shall be considered to have their current, highest degrees in area of teaching specialization.

Section 3. Application Procedure.

In the event that an eligible faculty member desires to apply for a promotion, he/she shall make application with the Provost and not later than the first day of Fall semester of the year prior to the academic year in which such contract would commence, if granted.

A. A standard promotion form which shall be available in the Provost's office,

B. A cover letter which must address:

   1. the candidate"s eligibility for promotion (see Section 2 of this Article); and

   2. the basis of the candidate"s application for promotion (see Section 1 of this Article); and

   3. a short summary of any additional information that may be pertinent to the candidate's evaluation

C. A detailed and current vita,

D. A letter of support from the chairperson of the department,

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

F. If the candidate is applying for Associate Professor, a copy of the promotion and tenure plan, progress reviews, and pre-tenure and promotion review (see Article 13, Section 4),

G. A narrative describing the candidate"s excellence in teaching, which must be supported by the following evidence:

   1. A faculty-developed summary and discussion of all student evaluations for the past three (3) academic years; and

   2. A Dean or Chair's in-class evaluation within the twelve (12) months preceding the application, if the candidate does not hold continuing contract; and

   3. Additional exemplars of teaching effectiveness as determined by the candidate"s departmental criteria (see Section 1, infra).

H. A narrative (or narratives) describing the candidate"s outstanding achievements in scholarship, outstanding achievements in service, or substantial contributions in both scholarship and service, and citing exemplars of the candidate"s scholarship or service, or both (see Section 1, infra). The narrative(s) should be supported by appropriate documentation (for example: reprints of publications, presentations, book chapters, and other evidence of scholarship and/or service),

I. An appendix containing copies of the original summaries of all student course evaluations, including student comments since the last promotion.

Section 4. Departmental Promotion Screening Committees.

A. Four (4) representatives shall be elected from each of the academic departments in each College. At least two (2) of the representatives shall hold the rank of Professor. The remaining representatives shall hold the rank of either Associate Professor or Professor. (Note: If a department does not currently have at least two full Professors, full Professors may be selected by the department chairperson from other departments within Shawnee State, or from another regionally-accredited baccalaureate-granting institution of higher education.)

B. For candidates seeking promotion to Associate Professor (and tenure), the purpose of the Departmental Promotion Screening Committee shall be to guide the candidate through the promotion process, thoroughly review the candidate"s promotion materials and present a summary including strengths and weaknesses of the candidate to the tenured members of the candidate"s department.

1. The screening committee is established in the first year of the candidate‟s employment. The tenured members of the candidate‟s department will then vote to recommend or not recommend the candidate for promotion. Candidates may not vote on their own promotion recommendation.

2. The vote shall be by secret ballot and shall include comments supporting the recommendation. All comments shall be typed verbatim by the departmental secretary.

3. The results of the vote (including comments) and a summary of the assessment from the Screening Committee will be forwarded to the appropriate Dean and college-wide promotion committee by the date indicated in Section 8.

4. The College Promotion Committee must provide a recommendation (for or against promotion) to the provost. In the event of a tie vote, reconsideration will take place until such time that a majority decision is reached.

C. For candidates seeking promotion to Professor, the purpose of the Departmental Promotion Screening Committee shall be to thoroughly review the candidate‟s promotion materials and present a summary including strengths and weaknesses of the candidate to the full Professors of the candidate‟s department.

1. The screening committee is established in the fall semester of the year prior to the candidate‟s promotion (see Section 8, infra). The full Professors of the candidate‟s department will then vote to recommend or not recommend the candidate for promotion. At least 3 full Professors are required for this vote (If a department does not currently have at least two full Professors, full Professors may be selected by the department chairperson from other departments within Shawnee State, or from another regionally-accredited baccalaureate-granting institution of higher education). Candidates may not vote on their own promotion recommendation.

2. The vote shall be by secret ballot and shall include comments supporting the recommendation. All comments shall be typed verbatim by the departmental secretary.

3. The results of the vote (including comments) and a summary of the assessment from the Screening Committee will be forwarded to the appropriate Dean and college-wide promotion committee by the date indicated in Section 8.

4. The College Promotion Committee must provide a recommendation (for or against promotion) to the provost. In the event of a tie vote, reconsideration will take place until such time that a majority decision is reached.

D. Departmental Promotion Screening Committees shall select College Promotion Committee representatives from among their respective membership.

Section 5. College Promotion Committees.

A. All faculty serving on a college promotion committee shall hold, at a minimum, the rank being sought by the candidate(s), as such, if any candidate is applying for promotion to professor, all members of the college promotion committee must hold the rank of professor. Should a department not have any full professor available the senior tenured member of the department, not applying for promotion, shall represent the department on the college promotion committee.

B. The application materials of the candidate will be evaluated by the College Promotion Committee from their respective college, which shall be assembled by the date indicated in Section 8.

C. The membership of the College of Arts and Sciences Promotion Committee shall include the Dean and one (1) elected representative from each of the departments within the College.

D. The membership of the College of Professional Studies Promotion Committee shall include the Dean and two (2) elected representatives from each of the departments within the College.

E. The Dean will act as chair and convene the College Promotion Committee. The Dean is not a voting member of the committee. A majority vote is required to recommend a candidate for promotion.

F. The College Promotion Committees and subsequent reviewers will review all documents stated in Section 3 above, the report of the Screening Committee, and the results and comments of the departmental recommendation vote. During the review process, the committees may be allowed to interview a candidate. If one (1) candidate is interviewed, all other candidates must be provided an opportunity to be interviewed. The College Promotion Committee shall only consider information contained within the candidate‟s promotion application binder, the results of the departmental vote (including comments), the summary of the assessment from the Screening Committee, and any pertinent information within the faculty member‟s personnel file (if candidates are interviewed, information gained during the interview process may be considered).

G. The College Promotion Committees shall vote by secret ballot with written comments providing justification for their vote. All comments shall be typed verbatim by the dean‟s secretary. Applicants denied promotion by majority vote may appeal no later than the date indicated in Section 8. A majority vote is required to recommend or deny a candidate for promotion.

H. The College Promotion Committees shall submit the results of the vote (including comments), the report of the Screening Committee, and the results and comments of the departmental recommendation vote to the Provost with copies to the candidate.

Section 6. Administrative Review.

A. For each candidate, the Provost will review the promotion folder and all documents enumerated in the last paragraph of Section 5, and will submit his/her recommendation in support or opposition to the candidate's request for a promotion. The Provost may consult with the Dean and may call a special meeting of the College Promotion Committee prior to making his or her recommendations. Should a candidate not be recommended for promotion by the Provost, after receiving a recommendation for such by the committee, he/she shall be provided with the rationale, in writing, for the denial.

B. The promotion folder, all documents enumerated in the last paragraph of Section 5, and the Provost's recommendations will be forwarded to the President no later than the date indicated in Section 8. The President may consult with the Provost, Dean and may call a special meeting of the College Promotion Committee prior to making his or her decision. The President will present written notification of his/her approval or denial of a promotion to the candidate by the date indicated in Section 8. Should a candidate not be granted a promotion by the President, he/she shall be provided with the rationale, in writing, for the denial. The President's approval of a candidate's promotion will be forwarded to the Board of Trustees as required by Board policies.

Section 7. Appeal Procedure.

If a candidate has been denied a promotion recommendation by the College Promotion Committee, he/she shall have the right to appeal the rationale for the decision by written request to the committee by the date indicated in Section 8. The committee will meet with the candidate to re-assess the candidate's application for a promotion. The candidate will be given an opportunity to address deficiencies as defined by the committee"s denial. The committee may request additional information, clarification, or explanation of materials from the candidate. This committee will make its final ruling and notify the candidate and the Provost of its decision by the date indicated in the timetable reflected in Section 8 below.

Section 8. Timetable Summary - Academic Year Calendar.

The criteria for promotion established in this Agreement will be implemented in the first academic year of this contract (2012-2013) following the timetable established in the 2009-2012 CBA.

The timetable below will become effective for the 2013-2014 academic year.

First Day of Fall Semester	Application for Promotion Due
First Week of Fall Semester	Promotion Folders available for review and Departmental Promotion Screening Committee(s) assembled
Tenth Week of Fall Semester	Departmental Promotion Screening Committee presents its review to the Department. Departmental vote is taken. Results are forwarded to the Dean for review by the College-wide Promotion Committee
Eleventh Week of Fall Semester	College-wide Promotion Committee(s) assembled
First Week of Spring Semester	Candidates denied Promotion notified by the College Promotion Committee
Third Week of Spring Semester	Last day to appeal a promotion denial by the College Promotion Committee
Sixth Week of Spring Semester	College Promotion Committee documents forwarded to Provost and Candidate
Eighth Week of Spring Semester	College Promotion Committee documents and Provost recommendation forwarded to the President
Tenth week of Spring Semester	President's decision

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

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

ARTICLE 15. GRIEVANCE PROCEDURES

Section 1. Definitions.

A. A grievance is a claim of any alleged violation, misapplication or misinterpretation of this negotiated Agreement.

B. A grievant shall be any bargaining unit member, group of bargaining unit members, or the Association acting on behalf of itself or bargaining unit members.

C. The term "days" shall mean working days in which the University is open for business during the academic year (spring and fall semesters). Working days does not include Summer Semester, Scheduled Breaks, Intersession(s), Saturdays or Sundays, or days when classes are not in session.

D. The time limits set forth in this article may be extended by mutual agreement in writing by the grievant and the University.

Section 2. Purpose.

The purpose of this grievance procedure is to create a collegial mechanism for justly resolving disagreements with respect to specific claims of improper application, violation or misinterpretation of this Agreement. The Parties agree that informal actions under Article 10 are not grievable.

Section 3. Grievance Procedure.

A. Nothing herein contained in this grievance procedure shall be construed to prevent an individual grievant from first seeking to informally resolve a grievance if he/she chooses, provided that such an informal grievance settlement is not inconsistent with the terms of the Agreement and the grievant has not initiated the formal grievance process (i.e. filed a Grievance Form).

B. In the event that the above informal step is unsuccessful or not exercised, the grievant may file a formal grievance form. This form shall be distributed to the grievant, the Association, and the Dean.

C. Formal grievances must be filed within forty-five (45) working days from the date in which the grievant knew or the date by which a reasonable person should have been aware of the incident.

    1. A grievance must identify and reference a specific Article(s) and Section of the Agreement alleged to have been violated, misapplied, or misinterpreted.

2. New issues that may emerge after an initial grievance has been filed will be treated as a separate grievance unless the parties mutually agree to consolidate into one grievance.

D. Insofar as practicable, grievance conferences will be scheduled so as not to interfere with the class or work schedule of the grievant or administrative officers whose presence will be required. A grievant shall have the right to be present at any level in the grievance procedure without loss of pay.

E. Any grievance not acted on in the time limits provided in this article is automatically appealed to the next level, unless the timeline has been mutually extended.

Section 4. Level One – Dean.

A. A meeting shall take place between the grievant and Dean at a time mutually agreed to by all parties, but no later than ten (10) days following the date the grievance was filed. A grievant may be accompanied by a witness(es), one (1) Association representative of his/her choice and an OEA Representative. The University Administration reserves the right to have comparable representation present.

B. If the Dean lacks authority to resolve the grievance, the grievance shall be forwarded to Level 2 within ten (10) working days and the Dean shall notify all parties that the matter has been forwarded.

C. A written answer will be given by the Dean or (his/her designee) no later than ten (10) days after this meeting.

Section 5. Level Two – Provost.

A. In the event that the formal grievance is not resolved to the satisfaction of the grievant at Level One or the Dean lacks authority to resolve the grievance, the grievant may request within ten (10) days a Level Two meeting with the Provost by filing a grievance form.

1. A meeting shall take place between the grievant and the Provost (or his/her designee) at a time mutually agreed to by all parties, but no later than ten (10) days following the date the grievance was filed with the Provost.

2. A grievant may be accompanied by a witness(es), one (1) Association representative of choice, and/or an OEA Representative. The University Administration reserves the right to have comparable representation present. The parties may mutually agree to expand the number of representatives for each side.

B. If the Provost lacks authority to resolve the grievance, the grievance shall be forwarded to Level 3 within ten (10) working days and the Provost shall notify all parties that the matter has been forwarded.

C. Any grievance resulting from formal disciplinary actions addressed in Article 10 (Complaint Resolution, Discipline and Termination) of this Agreement will be initiated at the Provost level.

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

Section 6. Level Three – President.

A. In the event that the formal grievance is not resolved at Level Two, the President will review the Provost"s decision. The Association or grievant may request a Level Three meeting with the President by filing a grievance form within fifteen (15) working days of the Provost"s decision.

1. A meeting shall take place between the grievant (or his/her designee) and the President (or his/her designee) at a time mutually agreed to by all parties, but no later than fifteen (15) working days following the date the grievance was filed with the President.

2. A grievant may be accompanied by a witness(es) and one (1) Association representative of choice and an OEA Representative. The University Administration reserves the right to have comparable representation present. The parties may mutually agree to additional representatives for each side.

B. A written decision will be given by the President within fifteen (15) work days after this meeting.

Section 7. Binding Arbitration.

A. Within twenty (20) working days after receipt of the President"s decision the Association may file a demand for arbitration to the American Arbitration Association (AAA) with a copy to the University President.

B. The SEA representative and the University President (or his/her designee) will select an Arbitrator pursuant to the voluntary selection rules of the American Arbitration Association (AAA) with the following understandings:

1. The arbitrator will not add to, subtract from, or otherwise change any provisions of this Agreement or the ORC not otherwise superseded by this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

2. Any award involving a salary adjustment shall be limited to the life of the contract. All other awards shall be limited to a period not to exceed sixty (60) calendar days from the filing of the grievance.

3. The costs of the services of the arbitrator, and the cost of the hearing room, if any, shall be shared equally by the University and Association.

Section 8. Miscellaneous.

A. Copies of all written University decisions shall be given to the grievant and the Association President.

B. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision.

C. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

D. By mutual agreement of the Association and the University, a grievance may be initiated at any higher applicable level.

E. The grievant may withdraw the grievance at any level without prejudice with the understanding that if the same grievance is filed at a later date outside the time limits as defined in the grievance process, it will be considered untimely.

F. A copy of the grievance form shall not become a part of the unit member"s personnel file unless the grievant, SEA and University agree otherwise.

ARTICLE 16. DEPARTMENT CHAIRPERSONS, HEALTH SCIENCES PROGRAM LEADERS, AND COORDINATORS

Academic Departments are those departments recognized and approved by the Board of Trustees. For purposes of this Article, bargaining unit members refer to those faculty holding contracts in accordance with Article 2.

Section 1. General Information - Department Chairpersons.

A. The University and the Association recognize that department chairpersons, health sciences program leaders, and coordinators are faculty members with assigned administrative functions that may include some supervisory responsibilities.

B. Academic year - Department chairpersons shall be awarded a nine (9) month contract with a supplement payment of $7,500 or 15% of the base academic-year salary (whichever is greater). This supplement terminates upon the incumbent‟s departure from the position of department chairperson. Chairpersons are expected to be available on campus and to work forty (40) hours each week from one week prior to fall semester continuing through the end of spring semester. An average of 20 hours/week is expected during winter and spring breaks). Time away from campus on approved University or departmental business will be considered work time.

1. No individual may receive more than one (1) department chair supplement under this section in any academic year.

2. This supplement shall not be used in the computation of overload.

3. The department chairperson shall receive a course load reduction of twelve (12) contractual hours per academic year.

C. Summer - Department chairpersons will receive a summer contract that will extend from the end of spring term through the beginning of fall semester at one-fourth (¼) of his/her academic year base salary (not including supplement) for availability as follows:

1. Average twenty (20) hours per week from the end of the spring term until one week prior to the start of fall term. Hours on campus may fluctuate from week to week depending upon programmatic needs).

2. A forty (40) hour work week on-campus the week prior to the start of fall term.

3. The chairperson may teach summer courses and receive additional compensation as provided in Article 17. Time spent teaching is not included in the twenty (20) hours average per week on campus.

D. At the beginning of each fall semester, department chairpersons will be provided one hundred sixty eight (168) hours of available leave time (prorated if appointment is mid-

year). This leave does not accrue and any remaining unused leave balance shall not carry over from year to year. Leave requires prior approval by the Dean and may be used during any break or when classes are not in session (excludes official University holidays). This leave may be scheduled during either the nine-month contract or the summer contract. Time away from campus should be scheduled to avoid conflict with assigned teaching.

Section 2. Department Chairperson's Responsibilities.

The department chairperson holds faculty rank and status and is a member of the bargaining unit. Department chairpersons report directly to the Dean. He/she shall serve as a liaison between faculty and the administration and is responsible for providing overall leadership for faculty within his/her department. Consistent with this role, the chairperson:

A. Coordinates the activities of the faculty and department in the recruitment and review of applicants for appointment to the faculty;

B. Assists the Dean or designee in orienting new faculty;

C. Prepares and recommends course offerings of the department and of the faculty assigned to the department. Such work includes coordinating requests from department faculty for schedule preferences, considering student scheduling needs, developing the departmental class schedule, and recommending that schedule to the Dean or designee;

D. Provides for meetings of the department to discuss department needs, activities, and recommendations;

E. Represents the department to the administration;

F. Recommends all expenditures from department budgetary allocation. Provides initial recommendations for new departmental budgets;

G. Coordinates all departmental academic advising including acceptance of majors, fulfillment of degree requirements, and assessment of equivalency and transfer credits;

H. Prepares departmental information for program reviews, accreditation visits, and University publications;

I. Assists in planning departmental offerings through assessing needs and recommending revisions in curricula, new degree programs, and other approaches to improving education;

J. Assists in recruiting and retaining students;

K. Assesses adequacy of library support and recommends acquisitions relevant to department programs and offerings;

L. Attends meetings of chairpersons;

M. Serves as readily accessible point of contact and source of information for students, faculty, and staff on all matters involving departmental activities;

N. Recommends the need for part-time faculty, assists in selecting and orienting part-time faculty, and recommends concerning the rehiring of part-time faculty;

O. Selects and maintains clinical site affiliations or internship sites and agreements;

P. Performs other assignments relevant to the department as assigned by the Dean. These additional duties shall not include taking disciplinary action against a bargaining unit member.

Q. Assists in the supervision and evaluation of faculty teaching in the department.

R. Establishes initial promotion and tenure plan for new tenure-track faculty in the department.

S. Conducts Progress Meetings, Progress Reviews, and Pre-Tenure and Promotion Reviews of TT faculty in the department.

T. May be assigned other administrative duties as required.

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

A. Term of Office

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

B. Selection of Chairperson

1. Prior to the start of spring break during the last year of a chairperson"s term, the Dean will solicit from the department"s bargaining unit members names of individuals to be considered for the chairperson position. Individuals may self-nominate or be nominated by others within the department. Only tenured or continuing contract faculty members who meet the academic requirements of relevant accrediting bodies are eligible for the chairperson position. The Dean will compile a list of those nominated and meet with department faculty to arrive at a mutually agreeable slate of candidates who meet the eligibility requirements.

2. The Dean will identify dates of the voting period which shall not be less than five (5) consecutive workdays and will distribute-the ballots containing the slate of candidates. All bargaining unit members will be eligible to participate in the election

of the chairperson. The Dean and an SEA representative will tabulate election results and make the results known to the faculty of the department. The Dean will then forward the selected candidate to the Provost for consideration and appointment. The three (3) year term will begin with the summer term following appointment by the Provost.

3. Notwithstanding the number of votes cast, an individual must receive votes equal to or greater than the majority of eligible voters to be elected chairperson. To be considered valid, a ballot must conform to instructions written on the ballot and clearly indicate only one (1) choice from among the names listed on the ballot. Write-in candidates will not be considered. If no one receives a majority vote, a run-off election between the two (2) candidates with the highest number of votes-will be held.

4. If the department faculty are unable to decide on a candidate by vote, the Dean may appoint a chairperson from the slate of approved candidates to serve the three (3) year term or appoint an individual, not necessarily a bargaining unit member, to carry out the duties of chair until the next election cycle. An individual may serve no more than one (1) year in this capacity without the support of a majority of the full-service faculty.

5. If no faculty member consents to permit his/her name to be on the ballot and a vacant faculty line is not available within the department, the Dean may appoint an individual, not necessarily a bargaining unit member, to carry out the duties of chairperson for the remainder of the academic year. Upon completion of that year, a special election will be held in which the appointee may stand for re-election. An individual may serve no more than one (1) year in this capacity without the support of a majority of the full-service faculty. The Dean and an SEA representative will tabulate the faculty vote.

6. If no faculty member consents to permit his/her name to be on the ballot and a vacant faculty line is available within the department, a national search for a new faculty member to serve as chair may be initiated.

    a. The department faculty shall recommend individuals to serve on the search committee and submit the list of names to the Dean who will forward a suggested committee to the Provost.

    b. The search committee,,s appointment and conduct shall be consistent with University guidelines provided by the Human Resources department. A new faculty member hired as department chair will be subject to reappointment as chair at the end of the three (3) year cycle specified above.

    c. Any faculty member hired as chair must hold the rank of Associate or full Professor and will be granted tenure upon hire.

d. A chairperson seeking promotion to full Professor will have his/her promotion schedule and review conducted by a full Professor within the department. In such case that no full professor is available within a department, two full Professors from outside the department shall act in this capacity. (See Article 14 Promotion)

C. Evaluation of Administrative Function.

1. Evaluation of all department chairs will be conducted annually no later than six (6) weeks prior to the end of the spring term using the standard evaluation form. The purpose of the annual chair evaluation will be to provide a basis for improving the chair‟s performance. The Dean will use results of the faculty evaluation of the chairperson to develop a plan for improvement as appropriate. Evaluation of the chair‟s teaching effectiveness will be conducted as provided in Article 12 and shall not be included in the administrative evaluation.

2. The chair evaluation instrument will be distributed to the faculty by the dean and will be collected and tabulated by the Dean. The Dean will discuss results with the chair privately before dissemination to the department faculty.

D. Early Removal of Department Chairperson.

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

a. Department Initiated:

i. If prior to the triennial election, two-thirds 2/3 of departmental bargaining unit members petition the dean in writing, stating reasons that warrant removal, the Dean will investigate the complaints, consult with the faculty, and make a recommendation for removal or retention to the Provost.

ii. If, in response to the annual evaluation, two-thirds (2/3) of departmental bargaining unit members indicate that they do not support continuation of the individual in the chair position, the process for selecting a new chair will begin as soon as possible.

b. Dean Initiated:

i. The Dean may discuss deficiencies in performance with the chairperson at any time and provide the chairperson with a written notice of improvement. If the chairperson does not improve performance as provided in the notice the Dean may submit a recommendation of removal to a vote of the department bargaining unit faculty. The Dean‟s recommendation, department bargaining unit faculty vote, and the chair‟s

comments will be forwarded to the provost for a decision on removal. The Provost‟s decision may be appealed by the chairperson to the President.

Section 4. **Health Sciences Program Leaders.**

A. Health Sciences Program Leaders (Program Leaders) report to an administrative chairperson or the Dean and shall be awarded a nine (9) month contract that includes a pro-ratable supplemental payment of $5000 for the academic year. This supplement terminates upon the incumbent‟s departure from the position as program leader. Since accrediting and licensing bodies prescribe specific credentials for program leaders in the health professions, the program leader will be appointed by the Dean with the approval of the faculty in the program area. In the case of a vacancy, internal candidates with appropriate credentials will be given first consideration for appointment as program leader.

B. Program Leaders are expected to be available on campus and to work their forty (40) hour work week from one week prior to fall semester continuing through the end of spring semester. An average of 20 hours/week is expected during winter and spring breaks. Time away from campus on approved University or departmental business will be considered work time.

   1. No individual may receive more than one (1) supplemental payment under this section in any academic year.

   2. The supplement shall not be used in the computation of overload.

   3. For AY12-13 only, program leaders shall receive a course load reduction of twelve (12) contractual hours.

   4. Beginning AY13-14, program leaders shall receive a course load reduction of six (6) contractual hours per academic year. (Additional course load reductions or payment via a limited term contract may be available for program leaders in years in which self-studies and accreditation site visits are scheduled.)

C. Program Leaders will receive a summer contract for administrative duties that will extend from the end of spring term through the beginning of fall semester at one-fourth (¼) of his/her academic year base salary (not including supplement) for availability as follows:

   1. Average twenty (20) hours per week from the end of the spring term until one week prior to the start of fall term. Hours on campus may fluctuate from week to week depending upon programmatic needs).

   2. A forty (40) hour work week on-campus the week prior to the start of fall term.

   3. The program leader may teach summer courses and receive additional compensation as provided in Article 17. Time spent teaching is not included in the twenty (20) hours average per week on campus.

D. At the beginning of each fall semester, program leaders will be provided one-hundred-sixty eight (168) hours of available leave time (prorated if appointment is mid-year). This leave does not accrue and any remaining unused leave balance shall not carry over from year to year. Leave requires prior approval by the Dean and may be used during any break or when classes are not in session (excludes official University holidays). This leave may be scheduled during either the nine-month contract or the summer contract. Time away from campus should be scheduled to avoid conflict with assigned teaching.

E. Program leaders are expected to perform administrative duties that include: budget management; adjunct faculty recommendation for hire, orientation, and evaluation; accreditation site-visit reports; and other duties when the administrative chairperson and/or Dean determine that such assignments are deemed necessary.

F. Those health science departments with five (5) or more full-service faculty members will evaluate the program leader as specified in Section 3.C. of this Article. In departments with fewer than five (5) full-service faculty members, the Dean will solicit input from program faculty members prior to the annual evaluation of the program leader. The faculty of a given department may petition for removal of the program leader by presenting to the Dean a written statement providing reasons that warrant removal. The program leader‟s ability to maintain continuing programmatic accreditation shall be a primary factor in the Dean‟s recommendation to hire, remove, or retain an individual as program leader. The Provost will review the Dean‟s recommendation and make the final decision regarding the appointment, removal, or retention of the program leader. Faculty members removed from their position as program leaders retain their faculty status.

Section 5. Program Coordinators.

A. Program coordinators are bargaining unit members recommended by the department chairperson or health sciences program leader to the Dean and appointed annually by the Dean with approval of faculty in the specific program area. Program coordinators may report to the chairperson, administrative chairperson, or Dean. The Provost may appoint non-departmental program coordinators for special projects and/or assignments. Examples include: assessment coordinators, Peace Corps prep, faculty athletic representative, student ombudsperson, etc.

B. Duties of program coordinators are varied and may include, but not be limited to: assisting in faculty staffing decisions, textbook selections, program review, clinical coordination and other duties which are germane to the program as assigned by the chairperson in consultation with the faculty in that program. Duties shall not include supervision or evaluation.

C. Program coordinators shall be awarded a stipend for duties as assigned by the chairperson with approval of the Dean. A stipend for academic program coordination, excluding

laboratory duties during the academic year shall range from $400 - $1,200 per semester. This stipend shall not be included in calculation for workload or overload.

D. Should the Dean decide that the work must be completed outside of the fall and spring semesters, the program coordinator will be compensated at the rate of $45 per hour, to be paid upon satisfactory completion of the project.

Section 6. Director Assignments.

The Provost may appoint directors for non-departmental assignments including: oversight of Centers (Women"s, Teaching and Learning, etc.), specific needs and/or projects (assessment, Celebration of Scholarship) non-degree academic programs (composition, general education, distance learning, planetarium, field clinical coordination, etc.). It is understood that these assignments may be staffed by bargaining unit members as determined by the Provost. Such bargaining unit members will be equitably compensated.

Section 7. Administrative Right of Return or Integration into the Bargaining Unit.

A. Academic administrators (President, Provost, Associate Provost(s), Academic Deans, and Administrative Chairpersons) have the right to step down from their position as administrator and enter the ranks of the faculty under the following conditions:

1. The administrator possesses the academic credentials and qualifications to meet or exceed the rank of Assistant Professor in a current department at SSU.

    a. Internally hired administrators will be deemed to have met these criteria and possessed such rank prior to their entry into the administration.

    b. A bargaining unit member in a temporary (interim) academic administrator position and elects to return to the bargaining unit.

    c. Externally hired academic administrators will be evaluated by the appropriate academic department prior to their hire at SSU, in order to determine appropriate rank.

    d. Any administrator determined to have met the qualifications for rank at the Associate Professor level or above, shall also have been determined to possess tenure should they enter the ranks of the faculty.

2. The administrator shall be placed on the step system as follows:

    a. Internally hired administrators will receive one step per year of academic administrative service on top of their final step level before entering the administration.

b. Upon initial hire, externally hired administrators will be placed on the step system as specified in Article 22. They will then receive one step per year of administrative service on top of that initial step level.

3. Academic administrators who are ranked at the Assistant or Associate Professor level shall be eligible for promotion and/or tenure based upon the timeline established in Articles 13 and 14. Service as an academic administrator may be utilized to demonstrate outstanding achievements or substantial contributions in service. Administrators who will be seeking promotion and/or tenure still need to demonstrate excellence in teaching. It is strongly recommended that they continue teaching in addition to their administrative duties.

B. Right of return is guaranteed regardless of the status of faculty lines in the department.

ARTICLE 17. UNIVERSITY FUNDED SALARY SYSTEM

Section 1. Salary.

Salaries for newly hired and continuing bargaining unit members shall be determined by the Salary Table (Appendix A).

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

A. Academic Year 2012-2013

1. All continuing bargaining unit members employed at SSU as of the end of AY11-12 shall move one (1) step as reflected in the Salary Table (Appendix A).

2. The nine (9) faculty members whose base salaries are above the salary of their assigned step as of the end of AY11-12 will be re-positioned on the AY12-13 Salary Table. If the re-positioned step results in less than $1,900, the bargaining unit member will receive the difference to his/her base salary.

B. Academic Year 2013-2014

All continuing AY12-13 bargaining unit members shall move one step as reflected on the Salary Table (Appendix A).

C. Academic Year 2014-2015

All continuing AY13-14 bargaining unit members shall move one step as reflected on the Salary Table (Appendix A).

D. Faculty Salary Study Commission

1. Beginning fall semester AY13-14, the University President shall appoint three (3) administrators to a faculty salary study commission for the specific purpose of developing a "white paper" that illustrates and analyzes the implications (including costs) of transitioning from the current "step" system of pay to a "range" system of pay as well as research other alternative pay system options. The SEA President shall appoint three (3) faculty representatives. With mutual agreement, the parties may modify the number of appointees to this Commission.

2. The Commission shall issue the white paper at the same time to the University President and to the SEA President for their review no later than the end of fall semester AY14-15.

3. This Faculty Salary Study Commission white paper may be relied upon by either (or both) party(ies) during the AY15-16 collective bargaining sessions for possible implementation in the subsequent collectively bargained agreement. It is understood

that neither party is obligated to accept the Commission‟s recommendations or have agreed to modify the faculty salary system.

Section 2. Promotion.

Each bargaining unit member who is promoted in academic rank during the term of this Agreement (including those whose promotion was granted in 2012) shall receive additional step increases with corresponding salary increases in the following academic year in the amounts listed below for a standard contract:

Professor	Minimum step 40 or 4 Steps, whichever is higher
Associate	Minimum step 30 or 3 Steps, whichever is higher
Assistant	Minimum step 19 or 2 Steps, whichever is higher

Section 3. Advanced Degree Completion.

A. Each bargaining unit member earning a Professional Certification as defined in Article 22, Section 3 D, a first Master‟s degree above the Bachelor's degree or a first Terminal degree as defined in Article 22 Section 3. K, both of which are directly related to current teaching assignments as determined by the appropriate Dean, shall receive a step increase with associated increase in salary as follows:

Professional certification (one time only)	5 steps
From Bachelor‟s degree to Master‟s degree	10 steps
From Bachelor‟s degree to Terminal degree	16 steps
From Master's degree to Terminal degree	6 steps

B. These steps are added to the bargaining unit member‟s current step. No other steps will be added. Any step placement under this Section will not result in a step or salary increase for any other faculty member.

C. Associate, Bachelor‟s, Master‟s, and Terminal degrees are those degrees awarded by institutions of higher education which were regionally accredited for the degree awarded at the time it was awarded by agencies recognized by the Secretary of the U.S. Department of Education. The Provost and President of SEA, or their designees, must mutually agree that degrees from foreign institutions are the equivalent of regionally accredited degrees. Bargaining unit members that are ABD shall be considered to have a Master‟s degree equivalent for purposes of salary.

D. The salary increase related to attaining either an advanced degree or professional certification shall be effective the first pay period following the date on which the degree or certification was conferred. No retroactive compensation shall be awarded for either the attainment of an advanced degree or professional certification.

Section 4. Exceptions to the University Funded Salary System.

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

Section 5. Overload.

A. Overload assignments must be approved in advance by the Provost or designee. No bargaining unit member shall be required to accept an overload assignment.

B. Whenever a faculty member agrees to overload teaching, the Dean shall provide the faculty member written confirmation that the overload assignment has been approved prior to teaching the course.

C. The opportunity to teach an overload course shall be offered equitably among bargaining unit members based upon the academic discipline or subject area, required credentials, and experience, as determined by the department chairperson.

D. Any assignment beyond fifteen (15) contractual hours in any academic term shall be considered overload for tenured, tenure-track and continuing contract faculty members. Any assignment beyond eighteen (18) contractual hours in any academic term shall be considered overload for full-time instructors (non-tenure-track).

E. Any contractual hours above twenty-four (24) for tenured, tenure-track, or continuing contract or thirty (30) contractual hours for full-time instructors (non-tenure-track) assigned for the academic year shall also be considered overload. For the purpose of calculating overload, faculty members hired mid-academic year or on an approved leave of absence shall be presumed to have had a workload of twelve (12) contractual hours, or fifteen (15) contractual hours for full-time instructors, for any academic term they are absent.

F. For AY12-13, any bargaining unit member voluntarily accepting a teaching load which exceeds the maximum contractual hours shall be compensated at 75%. All overload compensation will be based on a twenty-four (24) contractual hour year for full-service or full-service temporary faculty and a thirty (30) contractual hour year for full-time instructors.

G. Effective AY13-14, overload shall be compensated at 75% of the bargaining unit member‟s current base salary (not including stipends or other adjustments) for the first 8 credit hours of overload. Compensation for overload beyond 8 credit hours will be at 50% of the bargaining unit member‟s current base salary (not including stipends or other adjustments).

H. The Dean‟s office shall submit the approved overload for each bargaining unit member (on a supplemental pay remittance document) to the Payroll department no later than the 5th week of the semester. The supplemental pay for overload will be remitted on the last regular payroll of each fall and spring semester.

Section 6. Course Preparations.

A course preparation shall be defined as a three (3) credit hour or higher course with a lecture component. In any academic year, multiple sections of the same course shall be considered one (1) prep. Multiple courses taught at the same time by any one faculty member shall be considered one (1) prep. No later than three (3) weeks prior to the start of an academic term faculty members may request the chair to change their course assignments among those available on the department schedule which they are qualified to teach if they have been assigned more than three (3) preparations in a term and the other full-service faculty members in the department do not exceed three (3) preparations in the term as a result of the change. Faculty members affected by any course changes under this section may appeal the chair‟s decision to the Dean.

Section 7. Summer and Intersession Employment.

A. Summer/intersession teaching is voluntary.

   1. Tenured, tenure-track, and continuing contract faculty members have a preference (up to two courses) over full time instructors and part-time faculty in the selection of summer/intersession courses.

   2. Such assignment(s) shall be rotated equitably based upon the academic discipline or subject area, required credentials, and experience, by the Dean in consultation with the department chairperson.

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

B. Summer/intersession compensation for both undergraduate and graduate courses shall be 100% of the bargaining unit member's per-hour annual academic-year salary over a twenty-four (24) contractual hour base, as long as the course enrollment is a minimum of twenty-two (22) students.

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

Number of Students	Percentage	Number of Students	Percentage
21	97.5%	13	77.5%
20	95%	12	75%
19	92.5%	11	70%
18	90%	10	64%
17	87.5%	9	59%
16	85%	8	54%
15	82.5%	7	48%
14	80%	6	43%
		5 or less	38%

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

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

E. The bargaining unit member‟s standard per-hour contractual rate (100%) shall be paid for those courses with a maximum enrollment established by the Provost or where accreditation standards set the maximum enrollment. This includes senior seminar (18), English Composition (20), and laboratory components of courses (not including the didactic class component). Compensation for these courses will be reduced by 2.5% for each student under the agreed upon maximum enrollment.

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

G. The determination of whether a course is to be offered, regardless of the enrollment, shall remain at the discretion of the Provost. Once a faculty member commits to teaching a summer/intersession course by signing a summer/intersession contract, the member may not withdraw the teaching obligation except as otherwise permitted under this contract (See Article 19). If the Registrar‟s official course enrollment on the first Monday following the first Tuesday of the term is greater than the contracted amount, the higher (actual) enrollment will be applied and the faculty member‟s contract adjusted accordingly. In no case will the contracted amount be lowered.

ARTICLE 18. FRINGE BENEFITS

Section 1. Retirement Plans.

A. The University shall designate each bargaining unit member‟s mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the University as permitted by Internal Revenue Service rulings. Such contributions shall continue to be designated as employee contributions as recognized by state law. Therefore, the amount of the employee's income reported by the University as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System of Ohio contribution. Such shall be included in computing final average salary, provided that no bargaining unit member‟s total salary is increased by such "pick up" nor is the University's total contribution to the State Teachers Retirement System of Ohio increased thereby.

B. All newly hired bargaining unit members may elect to participate in the Ohio Alternative Retirement Plan (ARP) within 120 days of hire. If no election is made, the bargaining unit member shall be enrolled into Ohio‟s State Teachers Retirement System (STRS). This election is irrevocable for the member‟s continuous employment with Shawnee State University.

C. The University‟s employer contribution rate to a faculty member‟s Alternative Retirement Plan will be the required employers‟ contribution rate to the State Teachers Retirement System (STRS) less any mitigating contributions to the state retirement system as required under ORC Chapter 3305 for electing employees.

Section 2. Group Health Plan.

The University shall provide group health coverage for medical, prescription, dental, and vision to all eligible bargaining unit members for the duration of this contract. Detailed descriptions of the group health plan(s) will be maintained in Human Resources and all plan participants will be provided summary descriptions of each Plan.

A. Medical Insurance

1. The University‟s health insurance plan in effect as of July 1, 2012 shall remain in effect through December 31, 2013, as follows:

   a. The faculty plan participants will be covered by the University‟s health care program which will include deductibles of $250(S)/$500(F) and a 90/10 in-network co-payment with out of pocket maximum of $600(S)/$1,200(F) excluding the deductible and 75/25 out-of-network with deductible $400(S)/$800(F) co-payment with out of pocket maximum of $1,200(S)/$2,400(F) excluding deductible. Emergency room visits not followed by admission to the hospital will have a user copay of $60.00 per visit.

b. Bargaining unit member contributions shall be deducted during the academic year at $34.67/pay for single and $57.78/pay (based on 18 pay periods - remaining pays no deduction) for family coverage through December 31, 2012.

2. Beginning January 1, 2014, The University‟s health insurance plan shall be:

a. The faculty plan participants will be covered by the University‟s health care program which will include deductibles of $500(S)/$1,000 (F and E+1) and a 90/10 in-network co-payment with out of pocket maximum of $1,500(S)/$3,000(F and E+1) including the deductible and 75/25 out-of-network with deductible $1,000(S)/$2.000(F and E+1) co-payment with out of pocket maximum of $3,000(S)/$6,000(F and E+1) including deductible. Emergency room visits not followed by admission to the hospital will have a user co-pay of $75.00 per visit.

b. Bargaining unit member contributions shall be deducted over the academic year (18 pay periods, remaining pays no deduction) as follows:

Beginning	January 1, 2013 (18 pays)	January 1, 2014 (18 pays)	January 1, 2015 (18 pays)
Employee (single)	$28/pay	$31/pay	$38/pay
Employee + 1	$56/pay	$63/pay	$75/pay
Family	$90/pay	$100/pay	$120/pay

B. Prescription

1. Through December 31, 2012 the co-pay for 30 day supply of prescription drugs will be $10 for generic drugs and $15 on preferred brand name drugs and $20 for non-preferred brand name drugs. The co-payment for mail order (90-day supply) will be $15 for generic, $15 for approved list brand, and $15 for non-approved list brand name drugs.

2. Beginning January 1, 2013 the co-pay on prescription drugs for retail (30 day supply) will be $10 for generic, $25 for approved list (formulary) brand, $35 for non-formulary brand. Mail order (90-day supply) co-pay will be $20 for generic formulary, $50 for brand formulary, and $70 for non-formulary.

C. Election and Waiver

1. A bargaining unit member married to an SSU employee may elect the family plan option or the employee plus one option and will advise the University which member will make the contributions. Faculty married to other SSU employees are not required to make health care contributions if their spouse is contributing to the SSU health care plan.

2. Those eligible bargaining unit members who wish to waive participation in the University's health insurance plan(s) and who demonstrate coverage under another plan

(other than an SSU health plan) and elect this option during the new-hire and annual open enrollment period will receive $150/month if they were otherwise eligible for single coverage, $200/month for Employee + 1, or $250/month for family coverage for waiving such participation. Payment will be made monthly.

D. University-wide Insurance Committee

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

E. Life Insurance

The University shall provide $50,000 Basic Life and Accidental Death & Dismemberment Insurance coverage for eligible faculty members.

F. Domestic Partners

Effective July 1, 2013, a bargaining unit member who has shared a committed, on-going domestic relationship with a same-sex partner for not less than the continuous preceding twelve (12) months and meeting all eligibility criteria established by the University will be offered benefits as determined by the University.

G. University Health Clinic

Bargaining unit members may utilize the University‟s Health Clinic as needed for the payment of $20/visit. Other charges may be required depending upon the services provided.

H. Health and Wellness Committee

1. The President will establish a Health and Wellness Committee for the purpose of identifying programs and initiatives that promote health and well-being of University employees. This Committee will be chaired by the Director of Human Resources and all constituent groups shall be represented. The SEA President may appoint two (2) representatives to the Committee.

2. This Committee will convene no later than fall semester and will submit a report of recommendations to the President no later than the end of spring semester 2013.

3. Upon acceptance of the Committee‟s recommendations, the President will allocate a pool of $25,000 to be utilized for approved health and wellness initiatives.

Section 3. Flexible Spending Account (FSA).

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

Section 4. Implementation of Insurance Benefits.

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

B. Bargaining unit members who separate employment either voluntarily or non-voluntarily from Shawnee State University may continue their insurance benefits per the Consolidated Omnibus Budget Reconciliation Act (COBRA) legislation.

C. Bargaining unit members employed for a single academic year shall have their insurance benefits discontinued at the end of their contract. Benefits will extend through the summer only if rehired for an additional consecutive year prior to the end of the current academic year‟s contract.

Section 5. Faculty Enrichment and Tuition Reimbursement (On and Off Campus).

A. Faculty Enrichment

1. Bargaining unit members may apply for reimbursement for professional enrichment purposes including but not limited to, non-credit courses, presentation of papers at professional conferences, and travel related to scholarly pursuits.

2. Application shall be made in writing to the Provost. All Faculty selections must receive prior approval of the Dean and the Provost.

3. An SEA committee, which will include the Provost or his/her designee, will establish criteria and award funds based on the criteria.

4. Application deadlines will be established and announced by the committee. No bargaining unit member may be awarded enrichment funds in two (2) consecutive academic years unless all other applications are funded and the enrichment funds are not exhausted.

    a. The annual dollar pool for faculty enrichment shall be $60,000 for fiscal year 2012/13, $65,000 for fiscal year 2013/14, and $70,000 for fiscal year 2014/15.

B. Off-Campus Tuition Reimbursement

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

2. The graduate course of study must be relevant to the bargaining unit member‟s position or taken at the request of the University. Evidence of a grade of B or better or satisfactory progress (e.g., dissertation credits as PR, etc.) is required and must be attached to a request for tuition reimbursement.

3. Prior approvals of the course of study by the Dean and concurrence by the Provost are required. In addition, after the initial approval, subsequent requests for reimbursement for the same course of study will be submitted through the department chairperson and approved by the Dean.

4. Any graduate degree sought by the bargaining unit member that is offered at Shawnee State University must be obtained at Shawnee State University, or at the bargaining unit member‟s own expense.

5. Reimbursement shall be 100% of tuition or a maximum of $250 per quarter hour, $350 per semester hour. A faculty member shall not exceed four (4) hours per semester or six (6) hours per quarter of reimbursable studies.

6. This reimbursement shall be available for the duration of the advanced degree sought (not to exceed $2,500 per faculty member per year).

7. Non-traditionally structured graduate programs may be reimbursed based on a pro-rated basis equivalent to the above.

8. Only courses that contribute towards successful degree completion are eligible for reimbursement.

9. Reimbursement is limited to one graduate-level program.

10. A bargaining unit member awarded benefits as permitted herein must agree, in writing, to remain employed at the University for at least two (2) years from the end date of the term of the approved coursework. If not, the employee will repay the tuition reimbursement amount received. This agreement applies for all departures except the loss of position due to a reduction in force (RIF).

Section 6. On-Campus Tuition Reimbursement.

A. Bargaining unit members and their eligible dependents enrolled as of AY2012-13 will continue to receive the educational scholarship remitted in accordance with the 2009-2012 Agreement as long as the enrollment is continuous (except for summer term) and/or the current program or course is completed whichever is sooner.

Effective AY13-14, the University will reimburse bargaining unit members, their spouses, and their dependent children (twenty-four or younger) for the successful completion of undergraduate programs offered at the University using the following criteria:

1. A bargaining unit member may be reimbursed for the successful completion of up to a maximum of six (6) credit hours per semester. All classes are to be taken on the bargaining unit member‟s non-work time.

2. Spouses and dependent children twenty-four or younger of bargaining unit members may enroll in as many hours per semester as are permitted under the University academic policies. The maximum lifetime allowance for benefits covered under this section shall be 160 credit hours per spouse or dependent child.

3. Bargaining unit members, their spouses, and their dependent children shall enroll during the regular registration processes.

4. Programs or classes which have special admission requirements or class size limitations will be available to bargaining unit members, their spouses, and their dependent children age twenty-four (24) or younger in the same way they are available to the general student body; and they will be required to compete for admission into these programs or courses with other student applicants.

5. Bargaining unit members must remit payment for tuition in accordance with University student payment deadlines.

6. Upon the successful completion of attempted courses the amount of instructional, general, technology, and applicable out-of-state fees to be reimbursed shall be determined after the grades are officially posted. All other costs and/or fees are the responsibility of the bargaining unit member.

7. The bargaining unit member, spouse or dependent child must file the Free Application for Federal Student Aid (FAFSA) and complete the verification process if necessary. Reimbursement will be equal to the billed instructional, general, technology and applicable out-of state fees less any federal, state, or scholarship funds.

8. All necessary and required forms must be completed according to University policies and timetables.

Section 7. Other Provisions.

A. All bargaining unit members who have retired from the University through Ohio STRS and alternative retirement plans (ARP), with (5) consecutive academic years of service immediately preceding retirement will be awarded the same discretionary SSU-awarded benefit(s) as retired university administrators by Board of Trustees policy.

B. All bargaining unit members who have retired from the University through Ohio STRS and alternative retirement plans (ARP), with 10 years of continuous service to the University immediately preceding retirement (including those who retired prior to this contract) shall be granted the following privileges consistent with University policies:

1. Full library privileges

2. University email access

3. University identification card

4. Educational benefits in accordance with Article 18, Section 6, for the individual retiree only

5. Opportunity to purchase tickets to performing arts and athletic events

6. Opportunity to use recreational facilities at no charge

7. Use of facilities for meetings of retired faculty members

8. Opportunity to attend University functions including, but not limited to, commencements, holiday celebrations, alumni events, etc.

Section 8. Athletic Center/Natatorium.

Effective January 1, 2013, all bargaining unit members and immediate family members (children must meet facility age requirements) may use the University Natatorium and the Athletic Center facilities without charge.

Section 9. Children's Learning Center.

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

ARTICLE 19. LEAVES OF ABSENCE

Section 1. Paid Leaves: A paid leave is a period of time that a bargaining unit member is away from his/her job while on active pay status (includes academic year and summer).

A. Sick Leave

1. Sick leave is the authorized absence of an individual to be away from work duties due to:
   a. Personal illness;

   b. Personal injury;

   c. Medical emergencies or illness in the immediate family,

   d. Medical, dental or optical examination or treatment;

   e. Exposure to a contagious disease;

   f. Death of a member of the employee's immediate family,

      i. "Immediate family" shall include: grandparents, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in the place of a parent.

2. Sick Leave Credit – Upon hire the University will credit sick leave up to a maximum of 120 hours to the faculty member‟s sick leave account. In accordance with Ohio law, if the faculty member elects to do so and informs the Department of Human Resources within 90 days of his/her employment date, he/she may elect to transfer any unused and unpaid sick leave balance above 120 hours from a state of Ohio agency or public institution of higher education to their Shawnee State University sick leave account. This amount will be in addition to the University credited amount.

3. After the first year of employment and thereafter, sick leave shall accumulate evenly per pay period. A total of 120 hours may be earned per academic year. Faculty members‟ sick leave for a 12-month period is permitted to accumulate over 9 months.

4. There will be no maximum on the number of sick leave hours which may be accumulated from year-to-year.

5. A faculty member may request the use of accumulated but unused sick leave during any term (including summer) in which the faculty member has a regular teaching

assignment. Sick leave is not intended for intersession courses which are not part of the faculty member's regular teaching load.

6. A continuous period of sick leave commences with the first day of absence and includes all subsequent days except Saturday, Sunday, or holidays until the faculty member returns to work (assuming no regular classes are scheduled).

7. The process to follow for the utilization of sick leave is:

    a. Unless in the case of an emergency, the faculty member shall contact the department chairperson by telephone or electronic message prior to the scheduled start time that he/she is unable to meet his/her classes, office hours, labs, etc. due to illness. The Department Chair or designee shall maintain a log of such notifications and notify the department of Human Resources.

    b. The bargaining unit member must submit the request for sick leave form in advance of scheduled appointments or when the bargaining unit member knows that sick leave will be needed.

    c. It is understood that in cases of emergency in which the bargaining unit member is incapacitated that the bargaining unit member may be unable to submit the sick leave form prior to the use of sick leave. In such case every effort must be made to communicate to the department chairperson or other University official (Human Resources, Dean, Provost) of his/her inability to report to work. In order to assure payment of sick leave time, immediately upon return, the bargaining unit member shall submit the sick leave to the department chairperson.

    d. The Association recognizes that the proper submission of this form for the proper crediting of sick leave time is the responsibility of the faculty member and that failure to submit the sick leave form to the appropriate administrative official may result in loss of payment for the time missed.

    e. Disciplinary sanctions shall be applied only in cases of deliberate abuse of sick leave or deliberate violation of this Article.

8. When the faculty member requests the use of sick leave for an illness or injury requiring medical care for ten (10) consecutive days (unless FMLA regulations would be applicable), the faculty member shall furnish the name, address and phone number of the physician consulted to Human Resources. Upon request by the University, the faculty member shall submit a physician statement attesting to his/her health condition. The University may require the faculty member to submit to a physical examination with a physician of the University's choosing and the University will pay all costs incurred in obtaining the physical examination.

9. Accumulated sick leave shall be reduced in the following manner:

   a. Partial day - The sick leave account will be reduced by the actual number of hours a faculty member was absent from assigned duties. A partial day reduction will apply only if the faculty member is absent from a portion of the scheduled classes for that day.

   b. Full day - The sick leave account will be reduced by eight (8) hours. A full day reduction will apply when a faculty member misses all assigned work for a particular day.

   c. Full week – The sick leave account will be reduced by forty (40) hours when a faculty member misses all assigned work in a week and/or is on continuous sick leave for multiple weeks.

10. Sick leave granted by reason of death in the immediate family shall not exceed five (5) days. Any days beyond five (5) must receive prior approval from the Dean with notification to Department Chairperson.

11. Non-compliance with sick leave rules and regulations may result in the faculty member not receiving pay for the sick leave requested. Misuse of the sick leave provision herein may be considered grounds for disciplinary action in accordance with Article 10.

12. An accounting of sick leave days accumulated shall be maintained by Human Resources and shall be available to the individual faculty member upon request.

13. Failure to provide notice to the University regarding leave (including sick leave) for a period of five (5) consecutive work days will create a rebuttable presumption of resignation or abandonment of a faculty member‟s position with Shawnee State University.

14. Sick Leave Payout

   a. Upon retiring from active service with at least ten (10) years of service (any combination with the University and its predecessor institutions), the bargaining unit member may elect to be paid one-fourth (1/4) of the accrued but unused sick leave credit (but in no case more than one-fourth (1/4) of 160 days, or 320 hours). This payment will be based upon the bargaining unit member‟s rate of pay at the time of retirement. Upon accepting such payment all sick leave credit accrued up to that time will be eliminated.

   b. Such payment will be made only once to any bargaining unit member. That is, such a member who returns to University service after retiring may accrue and use sick leave but may not convert the unused sick leave at the time of the second retirement.

c. For the purpose of sick leave payment the academic year shall be considered 165 days (1,320 hours).

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

d. Sick leave pay out does not apply to any termination or separation other than regular retirement.

B. Personal Leave Days - bargaining unit members shall be granted up to two (2) days of paid personal leave per academic year. Such personal days shall be used only with prior notification to the Dean who will notify the department chairperson. Notification for use of personal leave shall be made three (3) days prior to use, except in emergency situations.

1. Except in emergencies, a personal day may be used at any time other than one day before or after a scheduled holiday, unless approved by the Dean and/or Provost.

2. Unused personal leave shall not be carried forward to subsequent years.

3. Personal leave shall be granted in whole day increments.

C. Jury Duty or Court Summons

1. The University shall grant leave with full pay to any bargaining unit member who:

a. Is summoned for court duty or jury duty by a court of competent jurisdiction; or

b. Is subpoenaed to appear before any court, commission, board or other legally construed body authorized by law to compel the attendance of witnesses where the employee is not a party to the action.

2. Evidence in the form of a subpoena or other written court notification shall be presented to the department chairperson as far in advance as possible and forwarded to Human Resources for record-keeping purposes.

3. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours shall be remitted to the University‟s Bursar Office.

D. Family Leave. A bargaining unit member may use earned but unused sick leave for:

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

2. Family care. The bargaining unit member may utilize sick time for the purpose of providing care for a newborn child, newly adopted child, care of an immediate family member.

E. Military Leave – a bargaining unit member who is a member of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard is entitled to be paid military leave in accordance with Ohio law.

1. To be eligible for this leave and in accordance with federal and state law, the bargaining unit member is expected to provide the order or written statement from the appropriate military commander to his/her department chairperson which shall be forwarded to Human Resources.

F. Paid Professional Leaves

1. Paid professional leave may be partial or full and requires advance approval from the Provost.

2. The primary purpose of paid professional leave is faculty development: advancing the academic competence of faculty members and enhancing their contribution to the University in teaching, scholarship, and service. A bargaining unit member requesting tuition reimbursement with a partial leave (reduced work load) or a full professional leave will continue to receive pay and University-provided benefits. The tuition reimbursement payment will be in accordance with Article 18. If a bargaining unit member returns mid-semester, or later, he/she may be assigned modified duties by his/her department chairperson or Dean.

G. Paid Sabbatical Leave

1. Tenured, continuing contract, and tenure-track faculty members are eligible to request a sabbatical leave following the guidelines in the University policy on Faculty Development and adhere to all requirements stated in the Ohio Revised Code 3345.28.

2. Upon return to service, the faculty member shall be restored to his/her former teaching assignment, and shall suffer no loss of rank or contract status.

H. Association Leaves

1. Association leave is leave with pay to attend the conventions or meetings of the NEA or the OEA. Association leave shall be limited to five (5) days per fiscal year for the faculty as a whole and shall not include travel expenses or conference fee reimbursement.

2. The bargaining unit member shall provide a minimum of ten (10) working days written notice to the department chairperson who will inform the Dean prior to taking such leave.

Section 2. Unpaid Leaves.

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

A. FMLA Leave

1. FMLA leave shall run concurrently with any paid leave of absence available to a faculty member for such serious health condition or disability, including leaves outlined in Section 1 (i.e., maternity, birth, and family care).

2. Eligible bargaining unit members shall be entitled to receive leave up to twelve (12) weeks of paid sick leave and unpaid leave for: (a) birth of a child and to care for the newborn child; (b) placement with the faculty member of a child for adoption or foster care; (c) a faculty member‟s own serious health condition (including pregnancy) or to care for the faculty member‟s child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the faculty member‟s spouse, child or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the faculty member is the spouse, child, parent, or next of kin of the service member.

B. Unpaid Medical Leave

1. Upon exhaustion of sick leave and unpaid FMLA leave, a bargaining unit member may request and shall be granted a leave of absence without pay for a documented medical condition. The bargaining unit member must provide a physician's statement with such application at least one (1) week prior to the effective date of the request, except in cases of emergency. The University may request a second opinion from a physician of the University's choosing. Costs associated with obtaining such opinion shall be paid by the University.

2. All such unpaid medical leaves shall not exceed one (1) academic year.

3. The faculty member will notify the University of his/her need to utilize medical leave thirty (30) working days prior to the beginning of each semester in which the employee is on unpaid leave status.

4. While on an approved unpaid medical leave, the bargaining unit member will retain all University-provided benefits except for sick leave accrual and retirement contributions based on salary, provided the bargaining unit member timely remits the established employee contribution payments for the duration of the leave. If the employee payment contributions are not timely remitted, the employee will forfeit University-provided health plan coverage and may elect health plan continuation under COBRA at 102% of the full cost of the University‟s health plan.

C. Voluntary Professional Leave (Unpaid)

1. A tenured, continuing contract and tenure-track bargaining unit member who has held such status with the University for at least two (2) years shall be eligible to request a professional leave of absence without pay for approved purposes of advanced study, an exchange teaching assignment, travel, government service, or any other professional experience which is related to the field of teaching, or which will improve professional competence as a University faculty member. Such leave will be for a minimum of one (1) semester to a maximum of one (1) academic year.

2. Written request for unpaid professional leave shall be submitted to the Dean for administrative action one (1) year in advance. The leave must be recommended by the faculty member's Department Chairperson, Dean, and approved by the Provost.

3. No University-provided benefits including health insurance are available under this leave. While on unpaid professional leave, the bargaining unit member will be able to purchase health insurance as provided by COBRA provided the bargaining unit member timely remits the employee contribution payments. The time spent on an approved leave shall be counted as teaching time for purposes of seniority and salary determination.

4. Upon return to service, the bargaining unit member shall be restored to his/her former teaching assignment and shall suffer no loss of rank or contract status.

D. Military Leave Unpaid

Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Act (USERRA).

Section 3. Miscellaneous.

A. Faculty who are placed on unpaid suspension per Article 10, shall continue to receive University-provided benefits, except for sick leave accrual and retirement contributions based on salary.

B. Continuous Service: Time on approved unpaid leaves of absence shall not break the continuous service seniority of an individual on such leave so long as the faculty member returns to work with no break and immediately following the approved unpaid leave. However, time on such leave shall not be applied to salary schedule increments with the exceptions of:

1. An increment due an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave; or

2. An increment due an individual who returns from an approved unpaid professional leave or USERRA leave as defined in this Article.

C. Return to Work – Upon return to active service, the faculty member shall be restored to his/her former teaching assignment and shall suffer no loss of rank or contract status except that a faculty member who returns from leave mid-semester or later may be assigned modified duties by the department chairperson or Dean.

D. Declination of Overload and Summer Opportunities

A bargaining unit member on an approved leave of absence will be deemed to have declined all offered summer teaching and/or overload opportunities which occur during the period of the leave.

Section 4. Faculty Development.

A. The University encourages the continued professional and intellectual development activities of faculty members. This development may incorporate a number of individualized programs which may require adjustments in schedules.

B. Flexible Scheduling. Upon approval by the Department Chair and Dean, a bargaining unit member‟s assignment may be adjusted during the year (including summer) to permit time to pursue advanced course work. This adjustment may include a heavier load during a particular term(s) and/or specific assignments during the summer term. Flexible schedules might also include two or three day assignments, or morning or afternoon schedules. Where appropriate, all assignments would be in agreement with the current Agreement with regard to faculty workload expectations.

ARTICLE 20. DISTANCE LEARNING

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

Section 1. Definitions for Internet Based Distance Learning.

A. Online Course: any course offered by the University in which 80% or more of the course, the class meetings and/or instructional materials are online for access from on and/or off-campus sites. In an online course, students may be required to come to campus for exams, class meetings, orientations, labs, or other purposes; however, the clear majority of the work of the course will be online. Distance Learning courses include those that utilize a University-approved learning management system (LMS) to access or facilitate videoconferencing, teleconferencing, mail (email) correspondence, etc.

B. Blended Learning Course (also known as Hybrid or mixed mode): any course offered by the University in which 30-79% of class meetings and/or instructional activities are replaced with online instruction. In a blended learning course, students may be required to come to campus for exams, class meetings, orientations, labs, or other purposes.

C. Web-enhanced Course: any course offered by the University in which less than 30% of the class meetings are replaced with online material. This category will include all courses utilizing the University-approved course management system or other online materials for supplementary purposes even if no class meetings are replaced with online activity.

Section 2. Non-internet Based Distance Learning.

A. Non-internet based distance learning shall include but not be limited to all courses offered by the University which utilize videoconferencing, teleconferencing, mail correspondence, videotape correspondence, or other non-computer based means of teaching in place of one or more in-class meetings for some or all students in a section.

B. Procedures

1. Distance learning courses shall be subject to all policies of the UFS, EPCC, General Education Advisory Committee (GEAC), Distance Learning Committee and other University governance structures to which traditional courses are subject.

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

    a. Existing Online Courses: will be reviewed and must have completed the UFS process no later than the end of spring semester 2013. Any existing online/blended courses not approved by this date will go through the procedures for new online/blended courses.

    b. Existing Online Courses in Accredited Online Programs: will be verified in an expedited fashion by the Distance Learning Committee.

c. New Online Courses: prior to offering any course online which has not been previously offered through Distance Learning, the course shall be submitted to the UFS Distance Learning course approval process.

d. Following this initial review, all existing distance learning courses shall be submitted for review and approval to the Distance Learning Committee at least once every three (3) years.

e. Any distance learning course not reviewed and/or updated within three years of development will no longer be able to be offered as a distance learning course.

Section 3. Ownership, Copyright, and Intellectual Property.

A. University Owned Courses. For the purposes of facilitating distance learning initiatives:

1. In such case that the University determines that a course will be offered for redesign and/or development as a distance learning course by a bargaining unit member, the following shall apply:

    a. The University may offer a supplemental contract to a bargaining unit member for development of a distance learning online or blended learning course.

    b. Distance learning materials may include but not be limited to entire courses, handouts, software, or other aids.

2. Compensation shall be structured as follows:

    a. If the bargaining unit member is certified via a University-approved distance learning certification program and has previously developed a distance learning course compensation for a newly developed course will range from $3,500 - $4,500, based upon course complexity and as determined by the Provost in consultation with the Distance Learning Committee. Release time may be awarded for the maintenance and updates of the course as determined by the Provost in consultation with the Distance Learning Committee.

    b. If the bargaining unit member is not certified and requires completion of University-approved distance learning certification training, compensation will include:

        i. University-paid certification distance learning training

        ii. Payment in the range of $2,000 - $3,000 based upon course complexity and as determined by the Provost in consultation with the Distance Learning Committee. Release time may be awarded for the maintenance and updates of the course as determined by the Provost in consultation with the Distance Learning Committee.

c. Development of such courses must occur at least one term before the course is offered.

d. The University will retain ownership of distance learning materials developed for such courses.

e. The University shall not sell such courses to third parties.

f. Any University faculty member or adjunct may, at the discretion of the University, utilize such materials in teaching.

B. University External Purchase of Distance Learning Course

1. In accordance with the UFS course approval process, the development by or purchase of an online course may only be undertaken by persons outside of the University when the qualified bargaining unit member declines or is unable to develop such course or a qualified bargaining unit member is unavailable.

2. Purchase of commercially developed ancillary software is not considered "development" by persons outside the University.

C. Faculty Owned Courses

1. Faculty who develop material for use in their courses for which they have received no additional compensation whether through released time or additional pay through a special contract with the University, shall retain all property rights over such material.

2. Distance learning material owned by faculty members may not be used by other faculty, staff, adjuncts, or any University employee without the written approval of the owner. In the event that a faculty member other than the owner is assigned to teach the course, the newly assigned faculty member may not utilize any previously developed distance learning materials without the written permission of the owner.

3. If the Provost or Dean desires that a faculty member other than the original developer/owner utilize distance learning materials, either in whole or in part, developed for a course for which a faculty member was not specifically contracted by the University, the University may license the course materials from the owner under the following terms:

a. The owner of the material has the right to refuse to license the material to the University.

b. License rates shall be $900 per thirty-six (36) month period to be remitted at the time of licensure. Additional payment will be remitted in the amount of $300 per credit hour for one (1) section each semester and $200 per credit hour for each additional section taught during that semester.

c. During the term of the license, the department sponsoring the course may assign any faculty member, adjunct, or other employee to utilize the material.

d. Upon expiration of the license agreement, the University or any of its agents must deactivate the course site and may not retain copies (electronic, paper, or other media) of any of the licensed material.

e. During the term of the contract the University shall not distribute or re-license the course or its relevant material to a third party without the express approval of the faculty member.

f. Faculty development of distance learning material shall be subject to University Policy 2.10.

g. Faculty shall be responsible for the upkeep and maintenance of faculty-owned course content/material.

D. Workload, Enrollment Limits, and Promotion

1. Workload

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

b. No faculty member may be required to develop any distance learning materials except as provided on an initial contract as provided in Article 20.

c. Teaching a course with a distance learning component shall be considered part of a faculty member‟s normal contractually defined workload.

d. No additional contract hours shall be earned for teaching web-enhanced, blended learning, online, or non-internet based distance learning classes.

e. No additional contract hours shall be earned for developing distance learning materials for teaching a faculty owned course.

f. Development of a University owned course shall be construed as outside of the normal workload and compensated as set forth in this Article.

2. Enrollment Limits

a. Except for enrollment limits established in other sections of this Agreement, enrollment for online or blended learning courses will not exceed twenty-six (26) students unless agreed to by the faculty member teaching the course, and the Provost.

b. Faculty may be scheduled to teach more than one section of a blended learning or online course but each section will count in the faculty member‟s nomal workload.

3. Promotion

Development and teaching of online, blended learning, or web-enhanced courses may be included as part of a candidate‟s promotion folder under teaching or professional development.

E. Training and Support

1. Coordination of Distance Learning Program

   a. The Director of Distance Learning shall be a faculty member appointed by the Provost for a one (1) year term.

   b. The Distance Learning Committee shall make recommendations to the Provost as to who should be appointed to the position of Director of Distance Learning.

   c. If no recommended faculty member is available or willing to serve, then the Provost may appoint a faculty member who is not recommended by the Distance Learning Committee, or a qualified non-faculty member to the position.

   d. The Director of Distance Learning shall receive six (6) credit hours of release time per year, to be distributed over two semesters. Additional hours of release may be granted at the discretion of the Provost.

2. Resources and Training

   The University will maintain a course (learning) management system and the necessary hardware and software to support online, blended, and web-enhanced courses. Technical support and training for the use of distance learning technology will be provided to all faculty. Training will include the introduction to best practices and the utilization of new technologies in distance learning so that the University online and distance learning offerings are high quality and current with latest developments.

ARTICLE 21. RETRENCHMENT

Days in this article refer to calendar days.

Section 1. Conditions for Retrenchment.

The conditions that may lead to a reduction in force (RIF) are:

A. Change(s) in the University‟s mission and goals; or

B. Financially unsound programs resulting from consistently low student enrollments and/or programs showing a trend of negative cost/income benefits; or

C. Lack of quality as identified in internal academic program reviews or external accreditation reviews; or

D. The University faces the need for quick and substantial retrenchment due to documented extreme circumstances beyond the general pattern of declines in enrollment and/or income covered by Section 2 B that would not allow the University to continue to operate without a reduction in force. The President shall provide the Association with the facts which led to the decision to declare the financial exigency. In the case of a RIF due to financial exigency, Section 2 B of this Article shall be followed.

Section 2. Determination of Reduction In Force (RIF).

A. Long Range Reductions

1. If it is determined that the long-range educational mission of the University necessitates the reduction of faculty or discontinuation of an academic unit of instruction, the President will notify the President of the Shawnee Education Association and schedule a consultation to discuss the conditions for the reduction.

    a. Academic units are defined as each of the departments and programs in the College of Arts and Sciences (CAS) and the College of Professional Studies (CPS).

2. After consultation between the University President and the President of the SEA, the Provost will prepare a preliminary report to be submitted to the President of the Shawnee Education Association. The report shall be prepared at least one year prior to reducing faculty or closing the program and shall include a rationale based on Section 1 (A), (B) or (C) herein, or any combination of the three conditions. The preliminary report serves as official notification of the plan to implement a reduction in force to the Association and affected units. Notifications to affected faculty members shall be handled in accordance with this Article, Section 5.

B. Imminent Reduction in Force

1. If it is determined that reductions in academic units and/or faculty members are imminent due to financial exigency as described in Section 1 D above, the President will schedule a joint meeting with the Provost, SEA President, and OEA representative regarding this matter. This meeting may consider such actions as voluntary early retirements, voluntary, and/or mandatory furloughs, etc.

2. If after this meeting, the President determines a reduction in force or furloughs is necessary, the Provost shall begin the process to prepare a report and recommendations that will be submitted to the President for implementation of this decision.

3. Prior to submission of the Provost‟s report to the President, the Provost shall solicit alternative recommendations from the Association for minimizing an anticipated reduction in force. These recommendations from the Association shall be submitted to the Provost no later than fifteen (15) calendar days after the Provost‟s request.

4. Within fifteen (15) calendar days of receipt of the Association‟s written recommendations, the Provost will submit the report to the President.

5. The President (or designee) will notify the Association of the final decision regarding the reduction in force.

6. Individual notifications to affected faculty members shall be in accordance with Section 5 of this Article.

Section 3. Joint Review Committee.

A. In the case of imminent reduction in force as defined in this Article, this Section shall not apply.

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

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

receipt of the Joint Committee‟s recommendation or thirty (30) calendar days after the President‟s request to convene, whichever occurs first.

Section 4. Procedures for Retrenchment.

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

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

B. Faculty members already employed by the University shall have a priority of employment as follows: (1) Tenured and/or continuing contract faculty in their specialization or area(s) of competence, (2) Tenured and/or continuing contract faculty teaching outside their specialization or area(s) of competence, (3) Tenure-track faculty in their specialization or area(s) of competence, (4) Full-time instructors (non-tenure) in their specialization or area(s) of competence, (5) visiting professors and/or (6) part-time faculty.

C. A retrenched bargaining unit member‟s specialization or area(s) of competence shall be based upon the individual‟s teaching history and academic credentials, and such an individual must be recommended for an appointment by a vote of the Department‟s faculty.

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

E. The University shall make every effort to relocate displaced faculty into other faculty positions, administrative, or staff positions needing personnel as the faculty member‟s qualifications permit. If a shift involves movement to an administrative or staff position, the salary and other conditions of employment shall not exceed those which are shown in the guidelines for the administrative or staff position. If the appointment is a full time faculty assignment, the rank and salary shall be the same as held by the faculty member being transferred.

F. Displaced faculty who file a complete, up-to-date dossier with Human Resources will be considered for such positions by submitting a formal application for a period of one (1) year following the date of retrenchment. Consideration will be given for faculty openings for an additional three (3) years upon receipt of notification of interest by the displaced faculty member.

G. A faculty member whose academic unit has been reduced but not eliminated shall have his/her contract placed in suspension and will have recall rights to that program or unit for three (3) years. A right to recall means that the retrenched bargaining unit member has first rights to a position for which he/she is deemed qualified.

H. During the three (3) year period, the faculty member‟s advancement in the salary system shall cease. Upon recall, the faculty member will enter the salary system at the level held at the time of retrenchment, unless additional degrees, credit hours, and/or related professional

experience were earned during the period of retrenchment place the faculty member at a higher salary level as determined by the Provost and the SEA.

I. A faculty member whose academic unit has been eliminated shall have his/her contract placed in suspension and will have recall rights to the program or unit should it be reinstated within a three (3) year period.

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

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

Section 5. Notification of Layoff.

A. For purposes of this Article, notice to the bargaining unit member of improvement, non-renewal, or termination, is defined as:

1. Having the document served personally on the member; or

2. Sending the notice by Certified US mail to the member‟s last address provided by the member for payroll purposes.

B. The University‟s obligation to serve notice is met if the date of personal delivery or the postmarked date of mailing is on or before the date of notification stated in this Article.

C. The layoff shall commence on the date set forth in the notice.

D. In the case of a faculty member‟s layoff status, the President will stipulate that his/her contract suspension was due to program retrenchment.

Section 6. Seniority.

A. Seniority shall be defined as the length of continuous employment as a full-time bargaining unit member with the University or its predecessors. Time spent on an approved leave of absence with no break in service shall be considered continuous service.

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

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

2. Retirement

3. Resignation

4. Non-renewal of contract. However, if reinstated the following academic year, seniority shall be considered to have been continuous.

5. Retrenchment. However, if recalled within one academic year, seniority shall be considered to have been continuous.

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

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

C. Seniority shall not accrue during the time spent out of the bargaining unit as an administrator, but previously accumulated seniority shall not be lost. A bargaining unit member shall not accrue seniority while on retrenchment, but shall retain seniority earned prior to retrenchment.

Section 7. Seniority Determination.

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

A. Tenure/Contract Status

B. Areas of Specialization

C. Academic Rank

D. Level of Degree

E. Date and Time of Hiring

ARTICLE 22. INITIAL APPOINTMENTS

Section 1. Rank Assignment for New Faculty.

Assignment of rank for new faculty members (tenure-track and non-tenure-track) shall be recommended by the faculty search committee in consultation with the Dean and jointly approved by the SEA President and the Provost. New faculty may be hired in at a rank higher than that of Assistant Professor for exceptional past teaching, service, and scholarship at the college level. The rank of new faculty with experience at other regionally accredited institutions of higher education will be evaluated using the standards for academic rank at SSU in Article 14. With the exception of Chairs, no new faculty members may be hired in with tenure**.** Full-time instructors (FTI) are not eligible for appointment above senior instructor.

Section 2. Promotion and Tenure.

A. Promotions and tenure are awarded in recognition of faculty accomplishments while employed at SSU. In cases of exceptional past teaching scholarship, and/or service at the college level; however on initial appointment, partial credit (to a maximum of three (3) years) may be awarded toward promotion with the recommendation of the search committee and joint approval of the Provost and the SEA President.

B. In such cases that a non-tenure-track faculty member applies for and is awarded a tenure-track position, that faculty member may elect to use up to 3 years of their prior service at SSU as credit towards promotion and tenure.

Section 3. University Funded Salary/Step Placement.

University funded salaries are those salaries that are not supplemented as provided in Article 17, Section 4. The following criteria shall be used in determining step credit and as a guide for determining salaries for new full-service faculty appointments. Any assignment of step credit requires the joint approval of the Provost and the SEA President or designee.

A. Step Credit for Degree:

Bachelor"s Degree	0
Master"s Degree	10 STEPS, or
Terminal Degree	16 STEPS

B. Step Credit for Teaching Experience:

The faculty search committee shall be provided the opportunity to recommend the assignment of teaching credit for new faculty members.

One (1) step for each complete year of service as a full-service faculty member at a regionally accredited institution of higher education, and

One (1) step for every two (2) years taught at the secondary level, and

One (1) step for every two (2) years taught at the pre-secondary level. (this is only applicable to relevant experience for a particular Teacher Education faculty appointment), and

One (1) step for every twenty-four (24) semester hours (Q:36) taught as an adjunct faculty member at Shawnee State University since 1986 but not to exceed four (4) steps.

C. Step Credit for Work Experience (15 Step Maximum):

The faculty search committee shall be provided the opportunity to recommend the assignment of work experience for new faculty members.

One (1) step awarded for every two (2) years of full-time substantive work experience directly related to area of teaching specialization. Generally, pre-baccalaureate experience is not credited for step placement, unless otherwise agreed to in accordance with this section, and

Up to five (5) additional steps may be considered for exceptional or distinguished experience.

D. Credit for Professional Certification:

Professional certification is limited to certified public accountant, registered architect and licensed professional engineer (5 STEPS).

E. Step Credit for Rank Assigned Upon Hire:

Assistant Professor	2 STEPS, or
Associate Professor	5 STEPS, or
Full Professor	9 STEPS

F. For purposes of initial placement on the step system, all bargaining unit faculty members who at the time of hire possess a terminal degree, or a master‟s degree plus five (5) years or more higher education teaching experience, as stipulated in Article 14 for Assistant Professor rank, shall be afforded that rank upon hire. This provision does not permit initial appointment to any higher rank, except for Department Chairpersons.

G. Bargaining unit faculty members hired with a bachelor‟s degree shall only be employed conditionally and required to obtain an approved graduate degree from a regionally accredited institution within a time frame established by the Provost.

H. Full-time instructors will not initially be placed any higher than step 30 but may progress normally through the step system.

I. The Office of the Provost will maintain and keep on file a list of faculty step/placements, salaries and academic departments throughout the duration of this contract.

J. Salaries of currently employed faculty members shall not be reduced.

K. Terminal degrees shall be those degrees achieved by a regionally-accredited institution of higher education within the faculty member‟s area of teaching specialization. Following is a list of recognized terminal degrees. If there is a dispute over whether a degree shall be considered terminal, the faculty member may request an appeal hearing with a committee composed of three (3) members of the SEA appointed by the SEA Executive Committee and three (3) administrators from the division of academic affairs. Any degrees determined to be terminal shall be added to this list via the MOU process.

1. Ph.D. or equivalent (i.e., Ed.D., Psy.D., D.Sc., D.Eng., D.B.A., D.M.A.)

2. M.F.A. in studio arts or theater in which there is no doctorate degree such as: computer and graphic design, ceramics, theater, drama, painting, drawing, computer art and photography). This does not include the MFA in creative writing and does not include those non-studio areas in art in which there is a doctorate available (e.g., D.M.A. in music, and Ph.D. in art history). The MFA as a terminal degree shall not apply to any area outside of the arts.

3. Professional degrees (i.e., M.D., D.O., D.D.S., D.V.M., J.D., D.N.P.)

4. This list of terminal degrees shall apply to existing bargaining unit members, as well as newly hired faculty.

Section 4. Additional Contract Conditions on Initial Appointment.

The Dean in consultation with the search committee may recommend that individuals be hired with specific conditions placed on his/her contract, such as completion of the terminal degree by a specified date, attaining certain enrollment levels, achieving other benchmarks of his/her program's success, etc. Any condition shall be included on the Worksheet Summary for the candidate and on the initial contract of employment. Conditions of employment, other than completion of degrees, shall be used for contract nonrenewal in accordance with Article 9 or the conditions will be removed at the end of the fourth year of employment. If that candidate is recommended by the Provost and the President and approved by the Board of Trustees, only those conditions recommended by the committee in consultation with the Dean shall become part of the conditional contract(s) issued to that faculty member.

Section 5. Application.

This Article shall be used to determine step placements and salaries for new faculty appointments only. This Article has no application in any other situations including academic reorganization where existing faculty are reassigned to new or different academic programs.

ARTICLE 23. INTELLECTUAL PROPERTY

Section 1. Intellectual Property, Patents, Inventions or Discoveries.

These items shall be addressed according to BOT policy 2.10, Administration of Inventions, Discoveries & Patents.

Section 2. Copyrightable Material.

A. Intellectual Property for Distance Learning shall be in accordance with Article 20.

B. Copyrightable Academic Work Product:

1. Faculty shall retain the copyright to any Academic Work Product. Academic work product includes any copyrightable work which is an artistic creation or which constitutes, or is intended to disseminate the results of, academic research or scholarly study.

2. This also includes material created for teaching use in the classroom and in department programs, such as syllabi, assignments, tests and other such course materials.

3. With faculty cooperation, the University may use such materials for administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions. The University will not utilize such material for profit unless specifically authorized in writing by the author(s).

Section 3. Contracted/Shared Copyrightable Material.

Ownership of copyrightable material may be shared by the faculty member and the University when the materials support a course taught by other faculty. Any consideration for the sale or transfer of such shared material shall be in accordance with Board of Trustee policy.

Section 4. Consulting.

Faculty shall be permitted to engage in limited consulting or speaking so long as these activities do not interfere with the University‟s educational mission. In doing so, bargaining unit members may make limited and reasonable use of University resources.

Section 5. IP Task Force.

A. No later than January 31, 2013, the President will appoint a task force to review the Board Policy 2.10, Administration of Inventions, Discoveries, and Patents.

B. This task force will be made up of three (3) SEA representatives appointed by the SEA, three (3) administrators appointed by the University President.

C. The task force will research best practices related to Intellectual Property, examine policies from other Ohio public higher education institutions, and develop proposed recommendations and/or revisions in a report. Proposed policy revisions will be reviewed following the appropriate policy review process.

D. The task force shall submit the report to the University President by April 30, 2013.

ARTICLE 24. SIGNIFICANT DISRUPTIONS TO ACADEMIC OPERATIONS

A. The University is subject to a myriad of possible extended disruptions to the delivery of educational services due to major disasters, pandemics, and other cataclysmic events. In the interest of students continuing their educational goals, conserving public funds, and continuing the University‟s mission during and after an emergency, the following procedures will be implemented.

B. Subject to directives from state and/or federal authorities to the contrary, the University will continue to pay salary and benefits of faculty so long as the term is determined salvageable, which may require flexibility in order to assist with the successful completion of the semester including scheduling, changes in the academic calendar, teaching and other duties on weekends or on scheduled breaks (i.e. spring break) within the semester without additional compensation. The bargaining unit member will work with administration to assure that timely communication to students occurs.

C. If a term cannot be salvaged the University will maintain pay and benefits in order to ensure continuity of the institution and to assure the University can be reconstituted once the emergency subsides. Faculty members accepting salary and benefits while the term is cancelled are required to perform reasonable services that may not be consistent with normal responsibilities or work schedules. An individual who elects not to perform reasonable services may have their pay and benefits terminated. An individual who fails to return upon the University‟s request to help in the resumption of normal University activities shall be required to refund the University an amount equal to pay and benefits received during the emergency.

D. If more than one regular term (excluding summer) in sequence is cancelled the parties agree to meet and negotiate continuance of pay and benefits and duties associated therewith.

E. This Article does not apply to events and resulting workforce actions addressed in Article 21, Retrenchment.

ARTICLE 25. NO STRIKE/NO LOCKOUT

Section 1.

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

Section 2.

During the life of this contract, the University administration shall not lock out or otherwise prevent employees from performing their regularly scheduled duties, unless such employee has been placed on administrative leave or suspended as addressed in Article 10.

Section 3.

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

Section 4.

After ratification of this Agreement, individual members agree to abide by the No Strike/No Lockout article.

Section 5.

Either party may utilize the procedures outlined in Article 15 for violations of the No Strike/No Lockout Agreement.

ARTICLE 26. SEPARABILITY

Section 1. Determination of Invalidity.

The parties intend that this Agreement shall be construed under the laws of Ohio and applied in a manner consistent with applicable statutes and regulations properly enacted thereunder. In particular, this Agreement shall be governed under O.R.C. Section 4117.10(A). In the event a court of competent jurisdiction shall determine that any provision of this Agreement is contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect. The remainder of this Agreement shall not hereby be deemed illegal or unenforceable. The parties agree to meet within thirty (30) days following any decision which renders any portion of this Agreement null and void for the purpose of negotiating an alternate provision on the same topic which is lawful.

Section 2. Necessitated Revision.

If a state or federal law is enacted covering members of the unit affecting one or more provision(s) of this Agreement, the parties agree to meet as soon as practicable but no later than one (1) year after the effective date for the purpose of negotiating a substitute provision, if necessary.

ARTICLE 27. ENTIRE AGREEMENT

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

ARTICLE 28. NO REPRISALS

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

ARTICLE 29. TERM OF AGREEMENT

This Agreement shall become effective on August 20, 2012 and remain in full force and effect until midnight on the last day before the start of the Academic Year 2015-2016 (as reflected on the approved AY calendar).

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

Shawnee Education Association

by_____
Clifford S. Poirot, Ph.D.
Association President

Shawnee State University

by_____
Rita Rice Morris, Ph.D.
University President

by_____
Daniel E. Mooney, Chairperson
Shawnee State University
Board of Trustees

APPENDIX A – SALARY TABLE

ACADEMIC YEAR

Step Level	AY12-13	AY13-14	AY14-15
1	$27,450	$28,450	$28,450
2	$28,350	$28,575	$29,375
3	$29,250	$29,500	$29,525
4	$30,150	$30,425	$30,475
5	$31,050	$31,350	$31,425
6	$31,950	$32,275	$32,375
7	$32,850	$33,200	$33,325
8	$33,750	$34,125	$34,275
9	$34,650	$35,050	$35,225
10	$35,550	$35,975	$36,175
11	$36,450	$36,900	$37,125
12	$37,350	$37,825	$38,075
13	$38,250	$38,750	$39,025
14	$39,150	$39,675	$39,975
15	$40,050	$40,600	$40,925
16	$40,950	$41,525	$41,875
17	$41,850	$42,450	$42,825
18	$42,750	$43,375	$43,775
19	$43,650	$44,300	$44,725
20	$44,550	$45,225	$45,675
21	$45,450	$46,150	$46,625
22	$46,350	$47,075	$47,575
23	$47,250	$48,000	$48,525

24	$48,150	$48,925	$49,475
Step Level	**AY12-13**	**AY13-14**	**AY14-15**
25	$49,050	$49,850	$50,425
26	$49,950	$50,775	$51,375
27	$50,850	$51,700	$52,325
28	$51,750	$52,625	$53,275
29	$52,650	$53,550	$54,225
30	$53,550	$54,475	$55,175
31	$54,450	$55,400	$56,125
32	$55,350	$56,325	$57,075
33	$56,250	$57,250	$58,025
34	$57,150	$58,175	$58,975
35	$58,050	$59,100	$59,925
36	$58,950	$60,025	$60,875
37	$59,850	$60,950	$61,825
38	$60,750	$61,875	$62,775
39	$61,650	$62,800	$63,725
40	$62,550	$63,725	$64,675
41	$63,450	$64,650	$65,625
42	$64,350	$65,575	$66,575
43	$65,250	$66,500	$67,525
44	$66,150	$67,425	$68,475
45	$67,050	$68,350	$69,425
46	$67,950	$69,275	$70,375
47	$68,850	$70,200	$71,325
48	$69,750	$71,125	$72,275

49	$70,650	$72,050	$73,225
50	$71,550	$72,975	$74,175
Step Level	**AY12-13**	**AY13-14**	**AY14-15**
51	$72,450	$73,900	$75,125
52	$73,350	$74,825	$76,075
53	$74,250	$75,750	$77,025
54	$75,150	$76,675	$77,975
55	$76,050	$77,600	$78,925
56	$76,950	$78,525	$79,875
57	$77,850	$79,450	$80,825
58	$78,750	$80,375	$81,775
59	$79,650	$81,300	$82,725
60	$80,550	$82,225	$83,675
61	$81,450	$83,150	$84,625
62	$82,350	$84,075	$85,575
63	$83,250	$85,000	$86,525
64	$84,150	$85,925	$87,475
65	$85,050	$86,850	$88,425
66	$85,950	$87,775	$89,375
67	$86,850	$88,700	$90,325
68	$87,750	$89,625	$91,275
69	$88,650	$90,550	$92,225
70	$89,550	$91,475	$93,175
71	$90,450	$92,400	$94,125
72	$91,350	$93,325	$95,075
73	$92,250	$94,250	$96,025

74	$93,150	$95,175	$96,975
75	$94,050	$96,100	$97,925
76	$94,950	$97,025	$98,875

Appendix B

Faculty Field Supervision Workload
Department of Teacher Education

Course	**Workload Credit**	**Number of observations**	**Student field hours required**
EDUC 1115	0.1 hours for the course	Students are observed/evaluated at least once in the field per student by university faculty.	18 hours
Programmatic Foundations & Practicum: EDAE 3285 EDEC 2285 EDIS 3285 EDMC 3285 EDVA3285	0.25 hours for the course	Students are observed/evaluated at least 2 times in the field per student by university faculty.	51 hours
Action Research: EDAE 3385 EDEC 3385 EDIS 3385 EDMC 3385 EDVA 3385	0.50 hours for the course	Students are observed/evaluated at least 3 times in the field per student by university faculty.	84 hours
Methods Courses: EDAE4400, EDAE 4433, MATH 4700, ENGL 4434, SOCI 4435, ARTP 4801, ARTP 4802, EDMC 4470, EDMC 4472, EDMC 4473, EDMC 4475, EDMC4476, EDEC 4400, EDEC 4415, EDEC 4416, EDEC 4420, EDEC 4421, EDIS 4485, EDIS 4585, EDRE 4406, EDRE 4407, EDRE 4485	1 hour of workload credit for first 10 students plus 0.1 credit hours for each additional student above 10	Students are observed/evaluated at least 5 times in the field per student by university faculty.	126 hours
Student Teaching for programs: EDAE 4490, EDEC 4490, EDMC 4490, EDVA 4490 **Prorated ½:** EDEC 2290, EDIS 4490, EDIS 4590	1 hour of credit for each student.	Students are observed/evaluated at least 7 times in the field per student by university faculty.	450 hours (EDIS4490/4590 225 hours each; EDEC2290 240 hours)

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