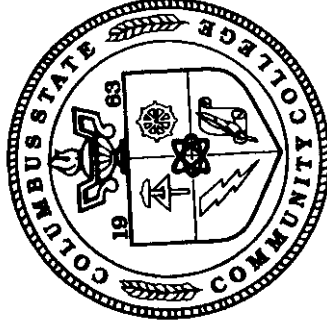


2002-HED-01-0056
2967-01 AGREEMENT
Between
C.S.E.A.
K 19500



COLUMBUS STATE COMMUNITY COLLEGE
AND



Columbus State Education Association

C.S.E.A.

COLUMBUS STATE EDUCATION ASSOCIATION

JULY 1, 2002 – JUNE 30, 2005

AGREEMENT BETWEEN
COLUMBUS STATE COMMUNITY COLLEGE
AND
COLUMBUS STATE EDUCATION ASSOCIATION

Table Of Contents

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - PAYROLL DEDUCTION	1
Section 2.01 - Authorization of Dues	1
Section 2.02 - Termination of Deductions	1
Section 2.03 - Deduction Period	1
Section 2.04 - Indemnification	2
ARTICLE 3 - ACADEMIC CALENDAR YEAR	2
Section 3.01 - Academic Year	2
Section 3.02 - Holidays	2
ARTICLE 4 - FACULTY WORKLOAD AND RESPONSIBILITIES	2
Section 4.01 - Purpose	2
Section 4.02 - Overview	2
Section 4.03 - Summer Quarter	2
Section 4.04 - Overload/Supplemental Contract	3
Section 4.05 - Banking Hours	3
Section 4.06 - Addendum	3
ARTICLE 5 - ACADEMIC FREEDOM	3
ARTICLE 6 - MANAGEMENT RIGHTS	3
ARTICLE 7 - ASSOCIATION BUSINESS	4
Section 7.01 - College Facilities	4
Section 7.02 - Communications	4
Section 7.03 - Printing	4
Section 7.04 - Representation	4
ARTICLE 8 - NO STRIKE NO LOCKOUT	4
Section 8.01 - No Strike	4
Section 8.02 - No Lockout	4
ARTICLE 9 - ASSOCIATION/MANAGEMENT COMMITTEE	4
ARTICLE 10 - IN-TERM BARGAINING	5
ARTICLE 11 - COLLEGE HEALTHCARE COMMITTEE	5
ARTICLE 12 - INTERRUPTION OF CAMPUS OPERATIONS	5
ARTICLE 13 - SICK LEAVE	6
Section 13.01 - Sick Leave Policy	6
Section 13.02 - Sick Leave Procedure	6
ARTICLE 14 - PERSONAL LEAVE	7

ARTICLE 21 - CODING FOR SEPARATION OF EMPLOYMENT	19
Section 21.01 - Retirement, Post-Retirement Employment	19
Section 21.02 - All Other Separations	19
ARTICLE 22 - PERSONNEL FILES	19
Section 22.01 - Access	19
Section 22.02 - Official File	19
Section 22.03 - Review of Documents	20
ARTICLE 23 - REDUCTION IN FORCE	20
Section 23.01 - General	20
Section 23.02 - Non-replacement of Vacated Full-time Faculty	20
Section 23.03 - Documentation	20
Section 23.04 - Order of Layoff	20
Section 23.05 - Appeal	21
Section 23.06 - Recall	21
Section 23.07 - Hiring Preference	22
ARTICLE 24 - SENIORITY	22
ARTICLE 25 - FACULTY SALARY	22
Section 25.01 - One-time Salary Adj. (Autumn Quarter 2002)	22
Section 25.02 - Retroactivity Bonus	23
Section 25.03 - Salary Increases (July 2003)	23
Section 25.04 - Salary Increases (July 2004)	23
ARTICLE 26 - OVERLOAD PAY	24
ARTICLE 27 - SUBSTITUTE PAY	24
ARTICLE 28 - BENEFITS	24
Section 28.01 - Benefits	24
Section 28.02 - Medical and Dental Insurance	24
ARTICLE 29 - FLEXIBLE SPENDING ACCOUNT	24
ARTICLE 30 - COMPLIANCE WITH LAW	25
ARTICLE 31 - GRAMMAR	25
ARTICLE 32 - SAVINGS CLAUSE	25
ARTICLE 33 - TOTALITY OF AGREEMENT, NON-EXERCISE OF RIGHTS AND POLICIES AND PROCEDURES	25
Section 33.01 - Totality of Agreement	25
Section 33.02 - Non-Exercise of Rights	26
Section 33.03 - Policies and Procedures	26
ARTICLE 34 - DURATION	26
LETTERS OF AGREEMENT	27
Faculty Rank And Awarding Of Tenure	28
Solicitation Guidelines	29
Work Related Injuries	30
Faculty Hiring	31
Lead Instructor/ Program Coordinator	32

ARTICLE 15 - LEAVE DONATION	8
Section 15.01 - Definitions	8
Section 15.02 - Transfer of Donation	8
ARTICLE 16 - SABBATICAL LEAVE	8
Section 16.01 - Conditions	9
Section 16.02 - Continuation of Services	9
ARTICLE 17 - COURT SERVICE	9
Section 17.01 - Definition	9
Section 17.02 - Court Leave	9
Section 17.03 - Court Appointed Expert	9
ARTICLE 18 - UNPAID LEAVES OF ABSENCE	10
Section 18.01 - Application for Leave	10
Section 18.02 - Eligibility	10
Section 18.03 - Definition	11
ARTICLE 19 - GRIEVANCE PROCEDURE	12
Section 19.01 - Purpose	12
Section 19.02 - Definitions	12
Section 19.03 - Grievance Procedures Exclusions	13
Section 19.04 - Step One- Informal Chairperson	13
Section 19.05 - Step Two- Executive Director of Human Resources	13
Section 19.06 - Step Three- Optional Mediation	13
Section 19.07 - Scheduling of Mediation	14
Section 19.08 - Expenses	14
Section 19.09 - Step Four- Arbitration	14
Section 19.10 - Arbitration Panel	14
Section 19.11 - Scheduling of Arbitration	14
Section 19.12 - Expenses	14
Section 19.13 - Arbitration Limitations	14
Section 19.14 - Witnesses and Subpoenas	15
Section 19.15 - Exchange of Issues and Documents	15
Section 19.16 - Arbitration Decisions	15
Section 19.17 - Rules for Arbitration	15
Section 19.18 - Time Extensions and Step Waivers	15
Section 19.19 - Disciplinary Grievance Procedures	15
Section 19.20 - Reduction in Force Grievance (RIF)	16
ARTICLE 20 - CORRECTIVE ACTION	16
Section 20.01 - Informal Process	16
Section 20.02 - Progressive Corrective Action	16
Section 20.03 - Definitions	17
Section 20.04 - Investigation Phase	17
Section 20.05 - Pre-Corrective (Loudermilli)	18
Section 20.06 - Personnel File	18
Section 20.07 - Outside Council	19
Section 20.08 - Proactive Approach	19

Intellectual Property/Distance Learning	33
Tenure Track	34
Retroactive Sick Leave	35
APPENDIX	
A. Full-time Faculty Work Load Model, May 2000	A1
B. Grievance Form	B1

ARTICLE 1 - RECOGNITION

This Agreement is made and entered into pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between Columbus State Community College (CSCC) hereafter referred to as the "College" and the Columbus State Education Association (CSEA), an affiliate of the Ohio Education Association and the National Education Association, and hereinafter referred to as the "Association."

The College hereby recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement.

The bargaining unit shall include: Full-time faculty members of CSCC, including instructors, assistant professors, associate professors, professors, as well as all individuals whose names appeared upon the eligible voters list for SERB Case No. 01-REP-05-0123. The bargaining unit shall exclude: Adjunct faculty members; full-time temporary faculty members, heads/directors of non-academic departments or programs; chairpersons of academic departments; administrators at the level of department chairperson and above, including by way of illustration, deans, provost, vice-president, assistant to the president, counselors and library employees.

Full-time, temporary faculty are those faculty who are used, for a period not to exceed three consecutive quarters, to replace full-time tenure-track faculty who:

1. are on any form of paid and/or unpaid leave;
 2. are on sabbatical;
 3. are off summer quarter
- or during the recruitment of any Board approved full-time tenure-track position(s).

ARTICLE 2 - PAYROLL DEDUCTION

Section 2.01 - Authorization of Deductions

The College will deduct from the pay of the members of the Association covered by this Agreement any dues, assessments and fees levied in accordance with the Constitution and Bylaws of the Association and its affiliates. Deductions shall be made only following Human Resources' receipt, from the Association Treasurer and executed by Association members for that purpose, of an individually signed OEA Membership Enrollment Form.

Section 2.02 - Termination of Deductions

The College's obligation to make deductions will terminate automatically upon receipt of revocation of authorization by an employee due to:

1. termination of employment;
2. transfer to a job classification outside the bargaining unit; or
3. written termination of membership in the Association during a period of time between one hundred twenty (120) and ninety (90) days prior to the expiration of this Agreement.

Such written termination of membership shall be presented by the member to the CSEA Treasurer, who will then present such written revocation to the Supervisor of Payroll Operations.

Section 2.03 - Deduction Period

All authorized deductions will be made from the Association member's pay on a regular semi-monthly basis, October 15 through June 30. Pay deductions shall be transmitted to the CSEA Treasurer monthly, with a list detailing the names of the members and the amounts

deducted for Association dues from each member, October 31 through June 30. The College shall levy no charge upon the Association for administering the payroll deduction.

Section 2.04 - Indemnification

The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying, or seeking to comply with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement.

ARTICLE 3 - ACADEMIC CALENDAR YEAR

Section 3.01 - Academic Year

Each bargaining unit member will be assigned duties by the College for 170 days for the 3 quarter academic calendar: Autumn (60 days); Winter (55 days); and Spring (55 days). Faculty members teaching in corporate, union or grant funded degree programs that require additional days will be assigned beyond 170 days. The two days prior to the start of the Autumn quarter are faculty work days. Faculty are to perform duties on these days as they have prior to the effective date of this Agreement.

Section 3.02 - Holidays

All holidays within the 3 quarter academic calendar are paid: Columbus Day, Veteran's Day, Thanksgiving (2 days), Martin Luther King Day, Presidents' Day and Memorial Day.

ARTICLE 4 - FACULTY WORKLOAD AND RESPONSIBILITIES

Section 4.01 - Purpose

The College recognizes that the faculty, as professionals in their respective disciplines, play an integral role in aiding the College to achieve its teaching and service mission. Similarly, faculty members recognize that as members of the College community, their duties and responsibilities must contribute to the overall mission of the College. Both parties agree that any duties assigned will be fundamentally guided by the needs of the students, the College and the larger community that all serve.

Section 4.02 - Overview:

- A. **Instruction.** The standard course load is 16 hours per week each quarter in the defined academic year. A contact hour is 1 class hour and/or laboratory hour.
- B. **Office Hours.** Faculty are required to hold 10 hours per week per quarter in the academic year. Seven hours must be regularly scheduled; 3 hour per week may be flexibly scheduled by the faculty member.
- C. **Mission and Learning Support.** Faculty will be required to undertake a maximum of 14 hours per week in mission and learning support activities.

Section 4.03 - Summer Quarter

Full-time faculty may request summer quarter teaching assignments. Such request is to be filed to the designated administrator by April 1 of the given year. Terms set forth in the preceding Overview section shall apply for the summer quarter assignments. Full-time faculty shall have the right of first refusal for summer school classes in subjects for which they are deemed qualified.

Full-time faculty shall be paid based on the same factors as that applied in the summer of academic year 2002-2003.

Section 4.04 - Overload/Supplemental Contract

Faculty will be permitted a maximum of 12 contact hours of overload assignments per quarter in the defined academic year. Pay for full-time faculty members shall be based on the same factors applied in the 2002-2003 academic year.

Section 4.05 - Banking Hours

Full-time faculty will have the option of deferring compensation during autumn and winter quarters for overload assignments for future quarters with pay during winter and spring quarters.

Section 4.06 - Addendum

The parties agree to adhere to the Workload Model adopted by the Board of Trustees in May, 2000, Appendix A.

ARTICLE 5 - ACADEMIC FREEDOM

Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties.

Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Faculty are citizens, members of a learned profession, and officers of the College. When they speak or write as citizens, they should be free from College censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and the College by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the College.

ARTICLE 6 - MANAGEMENT RIGHTS

Except to the extent expressly abridged only by specific articles and sections of this Agreement, the College reserves, retains, and possesses solely and exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

1. determine matters of inherent managerial policy that include, but are not limited to areas of discretion or policy such as the functions and programs of the College, standards of services, its overall budget, utilization of technology, and organizational structure;
2. direct, supervise, evaluate, or hire faculty;
3. maintain and improve the efficiency and effectiveness of all operations;
4. determine the overall methods, processes, means, or personnel by which College operations are to be conducted;
5. suspend, discipline, demote, or discharge for just cause, reduce in force, transfer, assign, schedule, promote, or retain faculty members;

6. determine the adequacy of the work force;
7. determine the overall mission of the College;
8. effectively manage the work force and
9. take actions to carry out the mission of the College.

ARTICLE 7 - ASSOCIATION BUSINESS

Section 7.01 - College Facilities

The Association shall be permitted reasonable use of College facilities to conduct Association business in a similar manner that such facility use is and has been allowed by other faculty groups.

Section 7.02 - Communications

The Association shall be permitted access to College bulletin boards, faculty mail boxes, and communication systems in the course of performing its representation responsibilities in communication with members of the bargaining unit.

Section 7.03 - Printing

The Association shall be permitted the reasonable use of College printing/reproduction services in activities and communications related to its role as exclusive bargaining representative. The College may charge the Association for use of consumable supplies in an amount and manner that is consistent with other faculty groups; however, such charge shall not exceed the actual per unit cost to the College.

Section 7.04 - Representation

The Association President may become a member of or appoint an Association representative to all faculty Governance Councils and College-level committees that traditionally included faculty representation.

ARTICLE 8 - NO STRIKE NO LOCKOUT

Section 8.01 - No Strike

During the term of this Agreement, the Association shall not sanction nor authorize, and no members of the bargaining unit shall withhold services, or engage in any strike, slowdown, or refuse to perform assigned duties, or interrupt the normal operations of the College. If there is a violation of this clause the involved members of the unit will be subject to disciplinary action.

Section 8.02 - No Lockout

The College agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 9 - ASSOCIATION/MANAGEMENT COMMITTEE

The Committee shall have equal representation and may be comprised of up to five members from each side unless agreed otherwise.

The parties agree to meet at least once each quarter to address issues related to administration of this agreement and matters of concern to either party in order to maintain a harmonious relationship. The parties shall jointly develop an agenda for the meeting no less than 72 hours prior to the meeting.

Additional meetings shall be scheduled upon the request of either party. The meeting will be held within ten (10) days from the day of the request unless an extended date is agreed to by both parties. The parties shall jointly develop an agenda for the meeting no less than 72 hours prior to the meeting.

This Committee shall not be used as a substitute for the Grievance Procedure.

ARTICLE 10 - IN-TERM BARGAINING

The College and the Association recognize that, during the course of this contract, unanticipated issues in which the parties have a joint interest may arise. Upon written notification by either party, and where there is mutual agreement of the parties, an in-term bargaining session shall be initiated for the purpose of discussion and attempted resolution of the issues identified in the written notice. In the event the parties reach a tentative agreement, such agreement shall be signed and dated by each party's designated representative, and shall be presented to the appropriate constituents pursuant to their respective requirements for approval. In the event that agreement is not reached then the parties will revert to the status quo in existence prior to the commencement of in-term bargaining.

ARTICLE 11 - COLLEGE HEALTHCARE COMMITTEE

Due to the continual increase in the cost of healthcare for the College and faculty, the College agrees to create the College Healthcare Committee. The purpose and charge of this committee is to study and research different facets of healthcare to make recommendations to the President and the various constituencies. Some of the responsibilities of this committee will include but are not limited to the following:

1. Monitor the operations, service, and any problems with the current vendor.
2. Review benefit options from current and competitive vendors.
3. Study methods to reduce the experience rate of the College.
4. Review bids of the vendors.
5. Promote Wellness campus-wide
6. Distribute surveys as needed.

The Committee shall have two members representing the Staff, two Administrator representatives, and two members from each union. The Executive Director of Human Resources/designee shall chair the Committee. The Committee shall meet no less than once per quarter and shall have the right to have others in attendance who have the expertise that is needed for the work of the Committee.

ARTICLE 12 - INTERRUPTION OF CAMPUS OPERATIONS

The President of the College has the sole authority and responsibility to interrupt all or a specific part of the operations of the College.

If the operations are interrupted, the Board of Trustees will decide if the days will be rescheduled. If the days are rescheduled, faculty will work those rescheduled days.

ARTICLE 13 - SICK LEAVE

Section 13.01-Sick Leave Policy

The College recognizes that from time to time faculty members will need to take sick leave. Paid sick leave will be used only for personal illness, adoption, injury, pregnancy, exposure to a contagious disease which could be communicated to others, or for death, illness, or injury to a member of the faculty's immediate family. [See also benefits available under College's Family and Medical Leave Policy No. 3-36.]

Full-time faculty who work a 100 percent schedule are credited with time for sick leave at a rate of 10.00 hours per calendar month of completed service. Other faculty working reduced work schedules shall have their time for sick leave credited and deducted at a rate in proportion to their appointment. Full-time faculty members, regardless of whether they are employed three or four quarters during a fiscal year, will be credited with time for sick leave at a rate of fifteen days per year. Time for sick leave may be accumulated without limit.

Adjunct instructors are credited with time for sick leave at a rate equal to the total number of contact hours for that quarter times 0.667, rounded to the nearest half hour. Adjunct instructors do not accumulate sick leave credit from quarter to quarter. A full-time faculty member who is employed as an adjunct faculty member under a supplemental contract is eligible to be credited with sick leave in accordance with the above. Sick leave credit earned as a full-time faculty member and sick leave credit earned as an adjunct faculty member are not interchangeable.

If a faculty member is absent from work due to a work-related injury and receives lost-time compensation from the Bureau of Workers' Compensation, that faculty member is not eligible to utilize sick leave or receive pay from the College for that absence or any subsequent related absence for which he/she receives lost-time compensation. (Such leave shall be counted as Family and Medical Leave under Policy No. 3-36.)

Sick leave accumulated by a faculty member while previously employed by another public agency is transferable in accordance with the provisions of the Ohio Revised Code and related regulations.

Faculty who, at the time of their disability or service retirement, have ten or more years of service with the College or any agency of the state or any of its political subdivisions, may convert their accrued but unused time for sick leave to monetary compensation. In order to be eligible for this payment, the faculty member must retire directly into a state retirement system from active employment with the College.

One-fourth of the accumulated sick leave earned as a faculty of the College or any agency of the State or any of its political subdivisions to a maximum of forty (40) days may be converted to a cash payment at the time of retirement, based upon the faculty member's rate of compensation at the time of retirement. The payment for sick leave under this policy eliminates for all time the sick leave credit of the faculty at the time of retirement, and such payment will be made only once to any faculty member.

The College will establish procedures to administer this policy.

Section 13.02-Sick Leave Procedure

Faculty members who must be absent because of sick leave shall notify their administrator as soon as possible; at least within one hour of reporting time. Faculty members shall file with their administrator a completed form HR004 within three working days following the period of sick leave absence. The administrator shall sign the form, return one copy to the faculty member, retain one copy, and forward the original to the Human Resources Department. Disciplinary action may be taken if a faculty member fails to file or falsifies a report as provided in this section.

Immediate family, for the purpose of this section, includes: parent, sibling, grandparent, child, spouse, parents-in-law, children-in-law, sibling-in-law, grandchild, stepchildren, stepchildren, a legal guardian or other person who stands in the place of a parent, other persons residing in the home of the faculty member, or a domestic partner. To use sick leave for the death, illness, or injury of a domestic partner, a completed and notarized Affidavit of Domestic Partnership form must be on file with the Human Resources Department.

If medical attention is required, the faculty member must present a health care provider's statement confirming the nature of the illness. An administrator may request information from a faculty member requesting sick leave to determine whether the sick leave request should be approved. A health care provider's statement, if available, will be attached to form HR004.

If a faculty member's sick leave meets the conditions of the College's Family and Medical Leave Policy No. 3-36, the absence will also be counted as Family and Medical Leave.

If a faculty member is taking Family and Medical Leave for a reason that meets the criteria for taking sick leave [see Sick Leave Policy No. 3-10 (A)], the faculty member shall, while on FML, utilize his or her accumulated sick leave balance [see FML Procedure No. 3-36 (D), paragraph (5)]. If a faculty member's absence due to a reason covered by FML policy exceeds the faculty member's earned sick leave, vacation, and personal leave, the faculty member will continue to be eligible for leave pursuant to the FML policy and procedure but will not be paid for the balance of the FML absence.

There may be times when a faculty member has utilized FML available to him or her in a given year but needs additional leave because of a serious medical condition. As long as the faculty member has a sufficient accumulated leave balance to cover the additional leave needed, the faculty member will be entitled to reinstatement at the end of said leave, under the same conditions reinstatement is available under the FML policy. [See Procedure No. 3-36 (D), paragraph (7).]

Sick leave may not be taken in increments of less than one hour. If a faculty member is absent from work and on sick leave, that faculty member continues to earn sick leave credit as if he/she were at work.

The Human Resources Department shall maintain a record of the balance of sick leave available to each faculty member and provide that information on the faculty member's semi-monthly paycheck stub. It is the responsibility of a faculty member who was previously employed by another public agency to obtain documentation as to the amount of sick leave that can be transferred to the College. The Human Resources Department will provide assistance in arranging for the transfer.

ARTICLE 14 - PERSONAL LEAVE

Faculty shall receive 4 personal days per year. Personal Leave is a faculty member's absence from instruction, in class or laboratory, or other duty-specific assignment in the course of the Academic Year. Such leave shall be for use of matters of a personal nature or for a religious observance that cannot be accomplished at times other than normal working hours. Such leave shall not be used for vacation.

As of January 1, annually, each faculty member shall be credited four (4) days of such leave. A bargaining unit member with less than 100% of a full-time annual schedule, or newly hired during the current year, shall have the time credited proportionately for this leave.

Personal leave shall not be used in less than 2-hour daily increments, nor more than a maximum of 2 full consecutive days of instructional duties. With approval of the bargaining unit member's department chair/immediate administrator, the number of consecutive days used may be extended.

Personal leave shall not be unreasonably denied nor shall such leave be denied in an arbitrary or capricious manner.

At the conclusion of each calendar year, bargaining unit members will be compensated at their current per diem rate for all unused Personal Leave up to a maximum of 2 days (16 hours). There shall be no carry-over of Personal Leave from year to year.

ARTICLE 15 - LEAVE DONATION

Faculty members may voluntarily donate any form of accrued paid leave to fellow full-time employees who are in critical need of leave due to a catastrophic illness/injury of the employee or his/her immediate family.

Section 15.01- Definitions

- A. **Immediate family** for the purposes of this program is defined as children, spouse, parents, and domestic partner.
- B. **Catastrophic illness/injury** is one that is life threatening or requires an extensive period of recovery.

Section 15.02- Transfer of Donation

Once leave is donated, it shall not be returned.

Donated leave is paid at the rate of pay of the employee for whom the leave is donated no matter which employee donates the leave. When an employee is diagnosed with a catastrophic illness/injury, the employee must apply for Long-Term Disability, Workers Compensation, and/or STRS disability retirement benefits within 30 days of the diagnosis. Once an employee qualifies for another leave benefit, such as Long-Term Disability, Workers Compensation or Disability Retirement with one of the retirement systems (School Employees Retirement System or State Teachers Retirement System), the employee shall no longer receive or use donated leave. At no time will an employee be on donated leave for more than 180 days consecutively. Employees receiving donated leave will be considered in a pay status and shall accrue all benefits for which they normally would be eligible.

ARTICLE 16 - SABBATICAL LEAVE

Sabbatical leave may be granted to a faculty member who has completed a minimum of seven years of full-time service to the College. Subsequent sabbaticals may be granted after a minimum of seven years of additional service after the satisfactory completion of the previous granted sabbatical. Candidates for sabbatical must meet all other deadlines and requirements for sabbatical leave as noted in the College's Policy and Procedures Manual.

Sabbatical leave will generally be granted for a period of one quarter for faculty. Special circumstances and opportunities, however, may merit the granting of an extended sabbatical not to exceed three quarters.

Each faculty member granted sabbatical leave shall receive compensation during his/her leave as follows:

- A. First quarter of leave: one hundred percent of salary and benefits.
- B. Second quarter of leave: seventy-five percent of salary and benefits.
- C. Third quarter of leave: benefits only.

Monies received by an individual on a sabbatical leave cannot exceed the amount he/she would normally receive in salary from the College. Fellowships, grants-in-aid, or earned income to assist the purpose of the sabbatical may be permissible with prior approval. Compensation

from the College will be adjusted so that total compensation monies will not exceed one hundred percent (100%) of full salary.

Section 16.01-Conditions

- A. All candidates for sabbatical must meet all deadlines and requirements as set forth in College Procedure.
- B. Faculty members granted sabbatical leave must take the leave the quarter and year for which it is granted. The College reserves the right, however, to grant the requested sabbatical at a time more convenient to the College in light of department/division priorities.
- C. Agreed upon products of the sabbatical experience—written reports, department/division/College presentations, instructional materials, etc.—must be completed by the date agreed to on the faculty member's sabbatical application.

Section 16.02-Continuation of Services

Faculty members receiving sabbatical leave are required to return to Columbus State Community College for a period of one contract year following the sabbatical leave. Failure to do so shall require that the faculty member reimburse the College for salary and fringe benefits paid on their behalf.

ARTICLE 17 - COURT SERVICE

The College recognizes that it is the civic duty of its faculty to participate in court service. Therefore, faculty members shall be paid their regular scheduled pay for the actual time served in court service.

Section 17.01-Definition

Court service is defined as a situation in which a faculty member is summoned for jury service or subpoenaed to appear before a court or other legally constituted body authorized by law to compel the attendance of witnesses as a witness, except when the employee is a party to a civil or criminal action.

Section 17.02-Court Leave

When a faculty member is summoned or subpoenaed for court service as defined above, the faculty will immediately submit a copy of the summons or subpoena to his/her chairperson/administrator. Court reimbursement of personal expenses such as transportation, parking costs, and meals made to the faculty member need not be turned over to the College. All other payment to the faculty member shall be turned in to the College business office except as designated below, in Court Appointed Expert Section. A faculty member excused or discharged from court service before the end of the normal work day shall report to work as soon as possible after being excused or discharged.

Section 17.03-Court Appointed Expert

If a faculty member is subpoenaed to serve the court as an interpreter or as an expert witness and receives compensation other than personal expenses for this service, the College guidelines will determine the appropriateness of the compensation. With the department chairperson's/administrator's approval, working hours may be adjusted in order to fulfill these court requirements while still maintaining the assigned workload within the area of responsibility.

ARTICLE 18 - UNPAID LEAVES OF ABSENCE

The College recognizes that occasionally some faculty may need to take a leave of absence from their jobs to deal with illness or disability not covered by sick leave and/or Family Medical Leave policy, personal needs, for professional development purposes, or to participate in a faculty exchange program.

An unpaid leave of absence is defined as an authorized, extended absence from employment for faculty for which regular compensation is not paid.

Faculty granted a long-term unpaid leave of absence are eligible for the medical and dental insurance benefits, at their own expense, except as provided under FMLA, for the period of the leave of absence or as specifically stated in the terms of the approved leave of absence or as may be restricted by the insurance carrier.

Faculty returning from an unpaid leave of absence who have complied with all aspects of the College's Leave of Absence Procedure will be reinstated in either their original job, if vacant, or another job at a similar level of responsibility for which they are qualified and does not infringe on another bargaining unit's jurisdiction.

Section 18.01-Application for Leave

Requests for unpaid leave of absence must be in writing and state the reason for which the leave is requested. The length of the requested leave and a statement that the faculty member does, in fact, intend to return to regular employment status with the College at the end of the leave of absence must also be included in the request.

Section 18.02-Eligibility

Reasons for and conditions pertaining to an unpaid leave of absence include:

- A. Illness or Disability - Faculty may request an unpaid leave of absence for their own illness or disability or the illness or disability of an immediate family member. Such leave may be granted for no more than one year (including any time taken pursuant to the Sick Leave or Family and Medical Leave policies for the illness or disability).

1. Request for Leave: A request for such a leave must be accompanied by a statement from a health care provider certifying the basis for leave (or for additional leave if it is an extension of FML) and that the length of time requested is reasonably necessary given the medical condition.

2. Reinstatement: Before faculty can be reinstated, they must submit to the Human Resources Department a health care provider's statement, certifying that they have been examined and are able to resume the essential functions of their job. In addition, the Human Resources Department may request that faculty be examined by a physician appointed by the College. If there is disagreement between the faculty member's physician and the College's physician, the parties shall agree to a third physician whose decision shall be final and binding on the parties. The cost for this will be split evenly between the College and the faculty member.

- B. Professional Development - Professional development may include but is not limited to academic study, educational fellowship, and employment in a related business, industry, or profession. Approval of such leave requires the recommendation of the faculty member's immediate administrator and concurrence of all other administrators in the organizational chain. A request for an unpaid leave of absence for professional development, including academic or practical experiences, shall include an outline of the program of development to be pursued.

An approved unpaid leave of absence without pay or fringe benefits for professional development shall be granted for no longer than one year. An unpaid leave of absence for a fraction of any academic quarter will be granted to faculty with instructional responsibilities only with the approval of the department administrator to ensure that instruction is not disrupted. In order to maintain the quality of service at the College, an administrator may limit the number of concurrent leaves of absence for that department.

- C. Faculty Exchange/Visitation Program - A request for a leave of absence to participate in an approved faculty exchange or visitation program may be granted on request for not more than one year. The request must be approved by the faculty member's administrator, dean, and the provost. Terms of compensation and benefits will be designated by the President at the time the unpaid leave of absence is granted. If faculty involved in the faculty exchange program receive regular full-time compensation from the College visited, they will earn one year's service credit at the College.

- D. Personal Needs - A leave of absence for personal reasons may be requested and approved for a period not to exceed one year.

Section 18.03-Definition

Unpaid leaves of absence shall be classified as either short-term or long-term. Both require the approval of the faculty member's immediate administrator.

- A. Short-term leave of absence shall be for a period of 30 calendar days or less and shall be requested in writing. Credit for service accumulation, salary calculation, promotional consideration, and payment of benefit premiums by the College will not be affected. Faculty on an unpaid leave of absence may elect to continue receiving fringe benefits by paying their portion of this premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.

- B. Long-term leave of absence shall be for a period of more than 30 calendar days and shall be requested in writing. Credit for service accumulation, salary calculation, sick leave, personal leave, vacation leave, and promotional consideration will not be accrued. Faculty on an unpaid leave of absence may elect to continue receiving fringe benefits by paying both the College's and their own portion of this premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.

1. Amendments to an approved long-term leave of absence must be requested in writing. Amendments require approval by the faculty member's immediate administrator and the concurrence of the next-level administrator in the organizational chain.

2. Upon completion of not more than three-fourths of the approved long-term leave of absence, faculty on leave will notify the Human Resources Department of their intention to return to employment with the College. Failure to make such notification could delay reinstatement.

- C. Factors: For all leaves of absence, the factors to be considered in determining whether to grant or deny the leave of absence will include, but will not be limited to, the following:

1. whether the work unit can function effectively without the faculty member for the time of leave requested;

2. whether the faculty member's work can effectively be accomplished in his or her absence by someone else within the work unit;
3. whether the faculty member's work can effectively be accomplished by the short-term hire of another employee;
4. the availability of other employees or potential employees with similar skills and experience necessary to accomplish the faculty member's work;
5. whether denial of the leave serves the best interests of the work unit or the College; or
6. ability of the College to reinstate faculty at the conclusion of the requested leave to their original job or another job at a similar level of responsibility.

- D. Failure to return from a leave of absence on the scheduled date of leave termination, or failure of faculty to abide by the terms of the leave of absence, may be just cause for discharge of the faculty member, effective on the day following the last day worked. Benefits eligibility, if any, shall be based on benefits due the faculty member on the last day worked.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.01-Purpose

The parties recognize that in the interest of harmonious relations, a procedure is necessary whereby the parties are assured of prompt processing of grievances. The grievance procedure shall be the sole and exclusive method of resolving grievances except where otherwise provided by this Agreement. The parties agree to share reasonable and relevant documents, reports, and witness names to facilitate the resolution of grievances at the initial stage of the grievance procedure. Where the parties mutually agree, telephone and/or teleconferencing are acceptable options for the purpose of conducting grievance meetings.

Section 19.02-Definitions

- A. **Grievance**- an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement or College Policy and Procedure to the detriment of the Grievant.
- B. **Grievant** - An individual member of the bargaining unit, a group of bargaining unit members, or the Association.

The parties shall design a mutually acceptable grievance numbering and tracking system and grievance form. The assignment of a number is merely for tracking purposes and shall not be construed as a recognition that it is a valid grievance. A grievance under this procedure may be brought by any faculty setting forth the name of the Grievant(s). At each step of the grievance procedure, except Step One, the Association must specify on the written grievance form the specific provision(s) of the Agreement alleged to have been violated and the desired resolution.

When a decision has been accepted by the parties at any step of this grievance procedure, the grievance shall be terminated. Should the Association fail to meet the time limits specified herein, that grievance shall be terminated and considered resolved in favor of the College. Should the College fail to meet the time limits specified herein, the Association may file a grievance at the next step of the grievance procedure.

Section 19.03-Grievance Procedure Exclusions:

The following procedure applies to the processing of all grievances except:

- A. Promotion and tenure, unless:
 1. the President overrides a recommendation for promotion by both the academic division faculty committee and the College faculty committee or
 2. the President overrides a recommendation for tenure by the College faculty committee.
- B. All forms of illegal discrimination claims
- C. Non-renewal of a non-tenured faculty contract
- D. The substantive judgment/content of performance appraisals
- E. Reprimands

Section 19.04- Step One -Informal-Chairperson

A faculty member, or a group of members (where applicable), having a grievance shall first attempt to resolve it informally with his/her Chairperson within ten days of the date on which the faculty member knows or reasonably should have had knowledge of the event giving rise to the grievance, but in no case later than thirty days after the event. At this step, the faculty member(s) may be represented by an Association representative if the faculty member so desires. Every effort shall be made to resolve the grievance at the informal stage. Within seven days after the faculty member(s) has met with the Chairperson, the Chairperson shall respond to the Attendees and the Association in writing. No resolution shall be formalized unless approved by the Association and the Executive Director of Human Resources or his/her designee.

Section 19.05-Step Two-Executive Director of Human Resources/or Designee and Provost/or Designee

Should the Association not be satisfied with the written answer received at Step One within ten days after receipt thereof or the date such answer was due, whichever is earlier, the grievance shall be filed with the Executive Director of Human Resources/designee. The grievance shall be submitted by serving written notice (including a copy of the grievance and previous answer if applicable) presented to the Executive Director/designee. Upon receipt of the grievance, the Executive Director/designee and the Provost/designee shall hold a meeting within fifteen days after receipt of the grievance with the Grievant and the Association representative and render a written decision to the Association within ten days after the meeting. The Association shall receive notification at least five days prior to the meeting. The parties will engage in a full discussion of all issues involved in the grievance in a good faith attempt to resolve these issues and shall identify relevant witnesses, documents and any other evidence they believe relevant to these issues.

Section 19.06-Step Three-Optional Mediation

The parties may, upon mutual agreement, take the grievance to Mediation prior to the Arbitration step. If the parties agree to take a grievance to Mediation, the time lines to file a grievance at Arbitration (Step 4) shall be extended until the outcome of the mediation.

Within thirty days after this Agreement becomes effective the College and the Association shall select a continuing panel of three mediators. The panel shall be assigned in rotation order designated by the parties. Each mediator shall be assigned to serve for the duration of this Agreement but either party may notify the other of its intent to terminate a mediator prior to the expiration of this Agreement. Within five days of receipt of such notification, the parties shall notify the mediator by joint letter that his/her services are terminated. Any successor mediator(s) shall be mutually selected by the parties.

Section 19.07-Scheduling of Mediation

Mediation cases shall be scheduled in chronological order from the date of filing unless otherwise agreed to by both parties.

Section 19.08-Expenses

All fees and expenses of the mediator and meeting shall be borne equally by the parties except as provided in this Section. When applicable, the mediator shall submit an account for the fees and expenses for mediation to each party. All other costs incurred by each party will be paid by the party incurring the costs.

The parties acknowledge that communications made in the course of and relating to the subject matter of a mediation are confidential under Ohio law (RC 2317.023).

Section 19.09-Step Four –Arbitration Request for Arbitration

The Association may appeal the grievance to Step Four arbitration by filing a written appeal and copy of the grievance form to the Executive Director of Human Resources within fifteen days of the Step Two answer or Mediation outcome, whichever is later.

Section 19.10-Arbitration Panel

Within thirty days after this Agreement becomes effective, the College and the Association shall select a continuing panel of four arbitrators. The panel shall be assigned in rotation order designated by the parties. Each arbitrator shall be assigned to serve for the duration of this Agreement but either party may notify the other of its intent to terminate an arbitrator prior to the expiration of this Agreement. Within five days of receipt of such notification, the parties shall notify the arbitrator by joint letter that his/her services are terminated. The arbitrator shall conclude his/her services by processing/completing any grievances previously heard within forty-five days of such notification. Any successor arbitrator(s) shall be mutually selected by the parties.

Section 19.11-Scheduling of Arbitration

Arbitration cases shall be scheduled in chronological order from the date of filing unless otherwise agreed to by both parties.

Section 19.12-Expenses

All fees and expenses of the arbitrator and meeting shall be borne equally by the parties except as provided in this Section. The arbitrator shall submit an account for the fees and expenses for arbitration to each party. If one party requests a transcript of the proceedings, the total cost for such transcript shall be paid by the party requesting the transcript. If the other party requests a copy, then the total cost for such transcription shall be equally shared by both parties. All other costs incurred by each party will be paid by the party incurring the costs (to include witnesses).

Section 19.13-Arbitration Limitations

Only disputes involving the interpretation, application or alleged violation of specific provisions of topics listed in Section A of Definitions of this Article shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the express language of this Agreement.

Section 19.14-Witnesses and Subpoenas

The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of the Ohio Revised Code. Upon receiving a request to issue a subpoena(s), the arbitrator shall contact the other party and hear and consider any objections to the issuance of said subpoena(s). If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall immediately inform the parties. The arbitrator shall not knowingly subpoena persons to offer repetitive testimony, nor shall he/she subpoena persons who do not have direct knowledge of the incident giving rise to the grievance or whose testimony is not relevant to the grievance.

When the arbitrator determines that so many employees from the same work area have been subpoenaed that the number of subpoenaed employees would impede the ability of the College to carry out its mission or inhibit the College's ability to conduct an efficient operation, arrangements shall be made to take the testimony desired in such a manner to alleviate these concerns. Five days prior to the start of an arbitration hearing, the parties shall deliver the names of all witnesses to each other. Where either party will make an issue of "intent", that party will notify the other party ten days prior to the hearing.

Where the intent of the Agreement is determined to be relevant, only the Chief Spokesperson may be called as a witness by a party.

The Association shall assume all costs for witness pay, transportation, meals and lodging for the Grievant's witnesses called by the Association.

Section 19.15-Exchange of Issues and Documents

At least one week prior to the start of an arbitration hearing, the representatives of the College and the Association shall attempt to reduce to writing the issue(s) to be placed before the arbitrator and any stipulations as may be agreed upon. At the meeting, they shall exchange individual versions of the issue(s), all documents to be used and witness summaries in writing to each other, and shall submit copies to the arbitrator at the hearing. Where such a statement is submitted, the arbitrator's decision shall address itself solely to the issue(s) presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue(s).

Section 19.16-Arbitration Decisions

The arbitrator shall render a decision as quickly as possible, but in any event, no later than thirty days after the close of the record unless the parties agree otherwise.

The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the College, the Association and the employee(s) involved, except as provided in Chapter 2711 of the Ohio Revised Code.

Section 19.17-Rules for Arbitration

The parties shall not ordinarily use pre or post hearing briefs, but either party may choose to do so.

Arbitration hearings shall normally be at a site jointly selected by the parties but usually at the College or at the Union offices.

Section 19.18-Time Extensions and Step Waivers

The parties may agree to time extensions and the waiving of any step of the procedure. All extensions or waivers must be reduced to writing and signed by both parties.

Section 19.19-Disciplinary Grievance Procedures

Faculty who wish to grieve a suspension or discharge shall file such grievance at Step Two of the grievance procedure within ten days after notification of the suspension or discharge.

Section 19.20-Reduction in Force Grievance (RIF)

Grievances which arise due to a reduction in force shall be filed at Step Two of the Grievance Procedure within ten days of the notification of such RIF.

ARTICLE 20 - CORRECTIVE ACTION

The College is dedicated to the policy of constructive corrective action. In general, corrective action should be imposed with the intent of giving the faculty member the opportunity to correct his/her behavior. If the behavior is not corrected, formal corrective action should be applied and become increasingly more severe up to and including removal. Certain major offenses warrant severe discipline which could include removal on the first offense.

Imposing corrective action on faculty who violate work rules, policies, and/or established procedures of the College is necessary if order, safety, and efficiency are to prevail in the work place.

Section 20.01-Infarmal Process

It is the goal of the College to identify inappropriate performance/conduct by faculty members as soon as practicable and utilize informal corrective counseling and early resolution where appropriate. While the chairperson and the faculty member are encouraged to resolve issues by themselves, they may seek advice and assistance from the Human Resources Department (also identified as: HR) and the Association. All resolutions derived through this informal process shall be subject to the approval of HR and the Association. Resolutions derived through this informal process may be recorded in the member's personnel files if agreed to by the parties.

Section 20.02-Progressive Corrective Action

The objective of imposing corrective action is to correct undesirable behavior that adversely affects the work area, other employees, and/or the mission of the College. Corrective actions shall be for just cause and shall be administered fairly and consistently throughout the College within the guidelines set herein. The suggested corrective action outlined shall also be commensurate with the offense taking into account the severity of the violations(s), mitigating circumstances, and previous corrective action history.

Progressive corrective action may include:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Salary reduction
- E. Demotion
- F. Removal

All formal meetings and communications related to this Corrective Action provision shall occur in private and shall be conducted in a businesslike manner.

In general, it is the philosophy of the College to encourage the use of the Employee Assistance Program where appropriate and at the earliest possible time. Employee Assistance is not considered corrective action.

While recognizing that every expectation for appropriate conduct cannot be put in writing, the parties agree that it is helpful to provide illustrations of serious misconduct which could lead to suspension or removal. The following are illustrations of such misconduct:

1. Serious violations of important College policies such as harassment, sexual harassment, sexual misconduct, academic misconduct and conflict of interest.
2. Any behavior that presents imminent serious threat to the health, welfare or safety of College employees, students or others in the campus community or to College property.
3. Serious insubordination (i.e., willful disregard of direction by supervisor except as permitted by law).
4. Unlawful possession or distribution of illicit drugs or controlled substances on campus.
5. Illegally bringing or bearing firearms or other lethal weapons/devices on campus.
6. Intentional falsification of College records.
7. Serious misuse or misappropriation of College equipment, materials, funds or other resources.
8. Job abandonment (i.e., no call-no show for 3 consecutive, scheduled workdays).

The above behaviors may range from minor to very serious in nature. Therefore, each incident will be evaluated on an individual basis.

Section 20.03-Definitions

- A. **DEMOTION** - the reduction in pay, position, and duties due to formal corrective action.
- B. **LAST CHANCE NOTICE** - a formal warning/notice that may accompany a formal corrective action. The last chance is intended to put faculty on notice that any subsequent violation(s) of policy, procedure, or rules of the College will likely result in removal of the faculty member from his/her position. The last chance is not a mandatory or additional step in the formal corrective action process but merely an acknowledgement that removal is likely pending further violations.
- C. **ORAL REPRIMAND** - an oral admonishment with a memorandum to the faculty member with a copy to the personnel file. The memorandum should include the time, date, and nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- D. **REMOVAL** - the involuntary termination of employment with the College based on formal corrective action.
- E. **SALARY REDUCTION** - the reduction in pay of up to 5% for an established period of time.
- F. **SUSPENSION** - the loss of scheduled workday(s) without pay.
- G. **WRITTEN REPRIMAND** - a memorandum to the faculty member with a copy to the personnel file recording and documenting the nature of the written admonishment. The memorandum should include the time, date, and the nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- H. **PRIMA FACIE EVIDENCE** - Prima facie evidence is evidence that, until other evidence overcomes its effect, will suffice as proof of fact in issue.

Section 20.04-Investigation Phase

If circumstances warrant, the accused faculty member may be placed on suspension of duties for up to ten workdays without pay with approval of the Executive Director of Human Resources where it is necessary to carry out an effective investigation. Suspension without pay for up to ten

Section 19.20-Reduction in Force Grievance (RIF)

Grievances which arise due to a reduction in force shall be filed at Step Two of the Grievance Procedure within ten days of the notification of such RIF.

ARTICLE 20 - CORRECTIVE ACTION

The College is dedicated to the policy of constructive corrective action. In general, corrective action should be imposed with the intent of giving the faculty member the opportunity to correct his/her behavior. If the behavior is not corrected, formal corrective action should be applied and become increasingly more severe up to and including removal. Certain major offenses warrant severe discipline which could include removal on the first offense.

Imposing corrective action on faculty who violate work rules, policies, and/or established procedures of the College is necessary if order, safety, and efficiency are to prevail in the work place.

Section 20.01- Informal Process

It is the goal of the College to identify inappropriate performance/conduct by faculty members as soon as practicable and utilize informal corrective counseling and early resolution where appropriate. While the chairperson and the faculty member are encouraged to resolve issues by themselves, they may seek advice and assistance from the Human Resources Department (also identified as: HR) and the Association. All resolutions derived through this informal process shall be subject to the approval of HR and the Association. Resolutions derived through this informal process may be recorded in the member's personnel files if agreed to by the parties.

Section 20.02- Progressive Corrective Action

The objective of imposing corrective action is to correct undesirable behavior that adversely affects the work area, other employees, and/or the mission of the College. Corrective actions shall be for just cause and shall be administered fairly and consistently throughout the College within the guidelines set herein. The suggested corrective action outlined shall also be commensurate with the offense taking into account the severity of the violations(s), mitigating circumstances, and previous corrective action history.

Progressive corrective action may include:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Salary reduction
- E. Demotion
- F. Removal

All formal meetings and communications related to this Corrective Action provision shall occur in private and shall be conducted in a businesslike manner.

In general, it is the philosophy of the College to encourage the use of the Employee Assistance Program where appropriate and at the earliest possible time. Employee Assistance is not considered corrective action.

While recognizing that every expectation for appropriate conduct cannot be put in writing, the parties agree that it is helpful to provide illustrations of serious misconduct which could lead to suspension or removal. The following are illustrations of such misconduct:

1. Serious violations of important College policies such as harassment, sexual harassment, sexual misconduct, academic misconduct and conflict of interest.
2. Any behavior that presents imminent serious threat to the health, welfare or safety of College employees, students or others in the campus community or to College property.
3. Serious insubordination (i.e., willful disregard of direction by supervisor except as permitted by law).
4. Unlawful possession or distribution of illicit drugs or controlled substances on campus.
5. Illegally bringing or bearing firearms or other lethal weapons/devices on campus.
6. Intentional falsification of College records.
7. Serious misuse or misappropriation of College equipment, materials, funds or other resources.
8. Job abandonment (i.e., no call-no show for 3 consecutive, scheduled workdays).

The above behaviors may range from minor to very serious in nature. Therefore, each incident will be evaluated on an individual basis.

Section 20.03-Definitions

- A. **DEMOTION** - the reduction in pay, position, and duties due to formal corrective action.
- B. **LAST CHANCE NOTICE** - a formal warning/notice that may accompany a formal corrective action. The last chance is intended to put faculty on notice that any subsequent violation(s) of policy, procedure, or rules of the College will likely result in removal of the faculty member from his/her position. The last chance is not a mandatory or additional step in the formal corrective action process but merely an acknowledgment that removal is likely pending further violations.
- C. **ORAL REPRIMAND** - an oral admonishment with a memorandum to the faculty member with a copy to the personnel file. The memorandum should include the time, date, and nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- D. **REMOVAL** - the involuntary termination of employment with the College based on formal corrective action.
- E. **SALARY REDUCTION** - the reduction in pay of up to 5% for an established period of time.
- F. **SUSPENSION** - the loss of scheduled workday(s) without pay.
- G. **WRITTEN REPRIMAND** - a memorandum to the faculty member with a copy to the personnel file recording and documenting the nature of the written admonishment. The memorandum should include the time, date, and the nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- H. **PRIMA FACIE EVIDENCE** - Prima facie evidence is evidence that, until other evidence overcomes its effect, will suffice as proof of fact in issue.

Section 20.04-Investigation Phase

If circumstances warrant, the accused faculty member may be placed on suspension of duties for up to ten workdays without pay with approval of the Executive Director of Human Resources where it is necessary to carry out an effective investigation. Suspension without pay for up to ten

days by the EDHR may occur and be implemented by the EDHR only in instances where a prima facie case exists against a faculty member. In no instance shall a faculty member be placed on unpaid leave in excess of ten scheduled workdays during the Investigation Phase, unless the additional time is caused by an outside investigatory agency. If the President decides that formal corrective action is warranted, then the suspension during the investigation phase will be credited when serving a formal disciplinary suspension and the affected individual shall be made whole for the difference between the assessed formal corrective suspension and the number of days he/she had been suspended without pay. If the President gives no corrective action, then the time served without pay during the investigation will be given back to the accused faculty member and that individual shall be made whole. If the faculty member is removed from his/her position for just cause, there shall be no compensation for the time off during the investigation.

Section 20.05-Pre-Corrective (Loudermill)

If the proposed formal corrective action involves suspension, demotion, salary reduction or removal, the faculty member is accorded a meeting (Loudermill) prior to the decision to discipline/remove. The purpose of the meeting is to allow the accused faculty member, either personally or through the Association's designated representative(s), the ability to tell his/her side of the story as to why he/she should not be disciplined/removed. The faculty member and the Association will be given at least 5 days written notice before the meeting by registered and regular U.S. Mail at the last known address on file in the Human Resource Department. In attendance at the meeting will be the recommending supervisor if necessary, the faculty member, a representative from Human Resources, and representation as designated by the Association.

Accompanying the above-referenced written notice, the faculty member and the Association will be given the actual charges, a copy of the evidence and a list of witnesses that the College will use to support the allegations. Any additional such information that becomes available will be immediately forwarded personally to the faculty member's Association representative. There shall be no witnesses or testimony at the Loudermill meeting. The faculty member may individually, or through his/her representation as designated by the Association, ask questions to clarify the issues and charges. However, there will be no cross-examination of the faculty member or the supervisor. The Human Resources Representative may ask questions of all parties involved.

At the conclusion of the meeting, the Human Resources Representative shall write a summary of the meeting and determine if there was a violation of the work rules, policies or procedures. That report shall be sent to the Executive Director of Human Resources within 5 days of the conclusion of the meeting. The supervisor, Provost/designee, and the Executive Director of Human Resources/designee shall meet to discuss the proposed corrective action. Within five days, the faculty member will be notified of the corrective action in writing in a meeting with the supervisor, the Executive Director of Human Resources/designee and the Association.

Section 20.06-Personnel File

All formal corrective actions will be placed in the faculty member's personnel file for a minimum of 1 year for oral and written reprimands and 2 years for all other forms of discipline provided there are no subsequent infractions. All formal corrective action shall be removed from faculty member's personnel files at the faculty member's request and at the conclusion of the time periods as listed above herein and said faculty member's records shall be considered to have been cleared and purged. The Executive Director of Human Resources/designee in consultation with the supervisor, must remove the corrective action. The Personnel Action form shall remain in the file for historical purposes. The actual letter documenting the corrective action will be removed and filed outside.

Section 20.07-Outside Representative(s)

The parties recognize that the College and the Association shall respectively select and determine their designated and participating representatives during all meetings and proceedings of this procedure. No matter who the parties select to represent them, the advocates are bound by the process and procedure negotiated herein.

Section 20.08-Proactive Approach

The CSEA President and/or designee and the EDHR and/or designee will consult informally regarding matters which come to their attention and, if permitted to develop unabated, could lead to corrective action being taken, including timing, notice, actions to be taken when faculty are not scheduled to be on campus, or other matters related to corrective action. The parties may agree to adjust the meeting dates pending the schedules of their respective designated representatives.

ARTICLE 21 - CODING FOR SEPARATION OF EMPLOYMENT

A faculty member who has retired or has separated from the College and is seeking re-employment with the College shall be subject to the same hiring procedure as any other new employee.

Section 21.01-Retirement, Post-Retirement Employment

Faculty, before retiring from the College, shall be notified of their eligibility status for re-employment with the College either in person or via certified mail at the last address of record with the College.

Section 21.02-All Other Separations

Faculty separating from the College for reasons other than retirement shall be notified of their eligibility status for re-employment with the College either in person or via certified mail at the last address of record with the College.

ARTICLE 22 - PERSONNEL FILES

Section 22.01-Access

Each faculty member shall have the right to inspect the contents of his/her personnel file upon request. Faculty shall make an appointment during normal business hours, Monday through Friday, excluding holidays. Access to review and copy the faculty member's personnel file shall also be granted to the designated representative upon written authorization by the faculty member. Any person inspecting a faculty member's file shall sign indicating he/she has reviewed the file.

Personnel files shall not be made available to anyone other than the College without the faculty member's express written authorization unless pursuant to court order, subpoena or proper request made pursuant to the Ohio Public Records Act. All faculty personnel files shall be reviewed in the presence of a designated representative of the Human Resources Department.

Section 22.02-Official File

There shall be only one official personnel file for each faculty member. The official file shall be maintained by the Human Resources Department. A copy of all documents relating to

conduct, discipline or job performance shall be given to the faculty member at the time of their placement in the official file.

Section 22.03-Review of Documents

A faculty member who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his/her personnel file may submit a memorandum to the Human Resources Department requesting that the documents in question be reviewed. The Department will review the matter and respond within fourteen days and immediately correct the file if necessary. If the faculty member disagrees with the Department's determination, the faculty member may submit a written statement noting his/her objections to the material in question to be placed in the file within thirty days of notification of the document. Documents may only be reviewed or destroyed in accordance with the provisions of this Agreement or College Policy and Procedure.

ARTICLE 23 – REDUCTION IN FORCE

Section 23.01 – General

Reduction in full-time faculty "layoff" is defined as suspension of contract of faculty resulting from the reduction in the number of bargaining unit members within a designated academic unit, including a division, department or program within an academic unit or department, under the procedures and conditions as hereinafter set forth, or the failure to fill a vacancy. A member of the bargaining unit laid off as a result of a reduction in force shall retain certain rights under this Agreement, as hereinafter defined. Such rights shall distinguish such laid off person(s) from members of the bargaining unit who are terminated for any other reason.

If a reduction in full-time faculty is deemed by the College to be necessary, it shall be based upon documented evidence.

No course that is interchangeable with a course contained in the current Columbus State Community College Catalog (or equivalently titled publication) or approved since its last printing may be offered on campus by another institution during a period of RIF.

Section 23.02 – Non-replacement of Vacated Full-time Faculty Position

When a full-time faculty position is vacated for any reason and the College anticipates not filling the position with full-time faculty, then written notification of this possibility shall be forwarded by the appropriate Division Dean to the Association and the affected department faculty within 30 days of the decision not to replace, and no more than 90 days from the date of the faculty member's separation of employment. Such non-replacement may only be effectuated if all the conditions listed in Sections 23.03 and 23.04 hereunder have been fulfilled.

Section 23.03 – Documentation

The College recognizes that the information including relevant evidence which, the College believes may necessitate a reduction in full-time faculty, shall be made available to the Association, affected departments, and faculty for their input prior to final decision. Once the determination that a reduction in full-time faculty is necessary has been made by the College, written notification of this determination (which shall include a written description and rationale for the proposed reductions) shall be forwarded by the College administration to the Division Dean or immediate supervisor of the affected units or programs and to the Association.

Section 23.04 – Order of Layoff

- A. Once it has determined the rationale for faculty workforce reduction, the College shall decide which department(s) within a Division and the number of positions

that shall be affected by the reduction. The following process shall apply when a reduction in faculty workforce is necessary:

1. Identify the division and department(s).
 2. Identify the number of faculty affected in each of those departments.
- B. Prior to initiating a reduction in force of full-time faculty members, the College shall layoff all individuals within the affected positions in the following order:
1. First – adjunct faculty
 2. Second – temporary full-time faculty
 3. Third – non-bargaining unit teaching personnel within the affected program/department
- C. If these actions do not satisfy the need for a reduction in force based on the required rationale, then, a reduction(s) shall be implemented in other departments in the same order as listed above before full-time members are laid off.
- D. If, after all the above-listed steps have been exhausted, a lay off of bargaining unit members becomes necessary, it shall transpire in the following order and in reverse order of College seniority:
1. Faculty who are not yet eligible for tenure.
 2. Faculty who are now eligible for tenure but have not yet received it.
 3. Full-time tenured faculty.
- E. Seniority shall be as defined in the Seniority provision of this Agreement.
- F. The following process will apply to the laying off of full-time faculty in the bargaining unit:
1. Laid-off faculty members shall be recalled to fill full-time positions within the program/department in order of College seniority, with the most senior laid off full-time faculty member being recalled first, provided that such position openings occur within three years of the date the full-time faculty member was laid off.
 2. Once all full-time faculty members have been recalled, non-full-time faculty members shall be recalled in like manner.
 3. A home division is obligated to take back a transferred faculty member before hiring a new faculty member or part-time faculty member in the area of his/her competency. However, the return to the home division must be acceptable to the transferred faculty member.
 4. No adjunct faculty, temporary faculty nor other individuals, shall be rehired nor teach courses offered by the College until all laid off members of the bargaining unit have been rehired by the College.

Section 23.05 – Appeal

Appeal of the designation of the specific faculty members to be laid off under a reduction in staff, or any other alleged violation, misinterpretation, and/or misapplication of any provisions of this Article may be made through the grievance procedure.

Section 23.06 – Recall

- A. Recall shall be in inverse order of layoff.
- B. The most senior qualified full-time faculty member shall be first recalled.
- C. Recall rights will remain in effect for three (3) years from the date of layoff.
- D. Non-bargaining unit teaching staff shall not be recalled before bargaining unit staff have been recalled.
- E. Non-bargaining unit employees, continued to be actively employed, shall not fill a layoff vacancy while a RIF situation is in effect.

F. No subcontracting or out-sourcing of bargaining unit work shall occur during a RIF situation.

Section 23.07 - Hiring Preference

A laid-off full-time faculty member, qualified to fill a vacant non-faculty position within the College, shall receive preference in hiring over external candidates and other College employees not currently on lay-off status.

ARTICLE 24 - SENIORITY

Seniority is defined as the length of continuous service with the Columbus State Community College as a member in a bargaining unit position.

Continuous service shall mean performing three (3) or more quarters in an academic year not interrupted by resignation or non-bargaining unit employment.

Seniority shall not accumulate during an unpaid leave of absence, lay-off, or other services or employment outside the bargaining unit for a period of thirty (30) or more days.

Issues regarding the application of equal seniority shall be determined by the College, after discussion with the Association.

ARTICLE 25 - FACULTY SALARY

Section 25.01- One-time Salary Adjustment (Autumn Quarter 2002)

A. Effective Autumn Quarter, 2002 the base salary for each rank will be as follows:

1. Instructor: \$36,482
2. Assistant: \$41,954
3. Associate: \$48,250
4. Professor: \$55,970

B. All faculty employed on the first day of Autumn Quarter, 2002 will receive a one-time salary adjustment based on the number of years the faculty member is starting in his/her current rank. This placement will occur according to the following table:

Current Rank in Beginning of Autumn 2002	Instructor	Assistant	Associate	Professor
1	36,482	41,954	48,250	55,970
2	37,576	43,213	49,697	57,649
3	38,704	44,509	51,188	59,378
4	39,865	45,845	52,724	61,159
5	40,662	46,761	54,305	62,994
6	41,475	47,697	55,391	64,254
7	42,305	48,651	56,499	65,539
8	43,151	49,624	57,629	66,850
9	43,151	50,616	58,782	68,187
10	43,151	50,616	59,957	69,551
11	43,151	50,616	60,557	70,942

12	43,151	50,616	61,163	71,651
13	43,151	50,616	61,774	72,368
14	43,151	50,616	62,392	73,091
15	43,151	50,616	63,016	73,822

The years of service in the table indicate the year in which the faculty member is currently serving (i.e., the table starts at year 1 not at year 0).

C. No faculty member will have his/her salary reduced as a result of the one-time salary adjustment. The pay rate of any faculty member whose current salary is higher than the salary that he/she would be placed at using the one-time salary adjustment table shall not receive an increase in pay at this time. He/she will receive the scheduled pay increases in the following years.

Section 25.02- Retroactivity Bonuses

Each faculty member that has a start date prior to July 1, 2002 will receive a one-time retroactivity bonus based on the following schedule:

- Professors: \$1,500
Associate Professors: \$1,125
Assistant Professors: \$ 750
Instructor: \$ 375

Section 25.03- Salary Increases (July 2003)

A. Effective July 1, 2003 the base salary for each rank, and the current salary of each faculty member in the rank, shall be increased by 2%. The following shall be the new base salaries for each rank:

1. Instructor: \$37,212
2. Assistant: \$42,793
3. Associate: \$49,212
4. Professor: \$57,086

B. All faculty employed on July 1, 2003 will also receive a stratification increase of 2% applied to their new salary established above.

Section 25.04- Salary Increases (July 2004)

A. Effective July 1, 2004 the base salary for each rank, and the current salary of each faculty member in the rank, shall be increased by 2%. The following shall be the new base salaries for each rank:

1. Instructor: \$37,956
2. Assistant: \$43,649
3. Associate: \$50,196
4. Professor: \$58,228

B. All faculty employed on July 1, 2004 will also receive a stratification increase of 2% applied to their salary as established above.

ARTICLE 26 - OVERLOAD PAY

The overload pay rate shall be \$36.00 per hour retroactive to January 1, 2002 and for the life of this Agreement shall always be equal to the adjunct rate of pay.

ARTICLE 27 - SUBSTITUTE PAY

The College will compensate full-time faculty who substitute for other faculty at the current adjunct rate of pay.

ARTICLE 28- BENEFITS

Section 28.01-Benefits

All bargaining unit members shall receive the following benefits for the term of this Agreement. In the event of a change in carrier or program, the overall benefits shall be no less than the benefits provided on the effective date of this Agreement.

To insure that benefits are not diminished, the College shall negotiate any proposed change in benefits with the Association prior to implementation or agreement with a carrier or provider.

Section 28.02-Medical and Dental Insurance

The College shall pay 80% of the medical insurance premium. The faculty member shall pay 20% of the premium.

Faculty members electing medical or dental coverage may elect to have their premium contributions deducted from their salary before federal taxes are deducted.

Any changes to this plan requires in-term bargaining between the College and the Association.

The College shall pay 80% of the dental insurance premium. The faculty member shall pay 20% of the premium.

The plan design shall remain substantially similar to the current plans: United Healthcare Plus Plan 580, United Healthcare Prescription Drug Plan (plan No. 95610), DeltaPremier (Group #2414-001) or Delta Dental DeltaPreferred Option (point-of-service Group #7414-0001).

In addition, the College shall provide Vision Insurance as a rider to the medical plan or as a separate plan. All medical, dental, and vision plans maintained by the College for the duration of this Agreement shall be substantially similar or greater than those described in the plan summaries in place January 1, 2002.

ARTICLE 29 - FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2003, the College shall establish and maintain a flexible spending account for faculty members, hereafter referred to as the "Plan." The College will provide faculty members with Plan information materials annually during the life of the collective bargaining agreement and with election and all other forms necessary to participate in the Plan.

Individuals participating in this Plan ("Participants") shall participate in the plan from January 1 through December 31 of each year, making elections annually. Elections thereafter cannot be changed or revoked during the Plan year unless the Participant or their spouse experiences a change of status, or the required contributions to pay premiums for the elected

benefits change during the Plan year. Eligible expenses must be incurred during the Plan year. Eligibility and use of the Plan shall be governed by Internal Revenue Code 125 and any and all subsequent amendments.

Employee contributions to the Plan for health insurance premiums, medical and dental expenses and child and dependent care expenses shall be made by payroll deduction on a pre-tax basis. Examples of eligible Plan expenses include but are not limited to certain insurance premiums, co-pays and deductibles, contact lenses and eyeglasses, and adult and child daycare expenses.

The Plan shall provide a copy of the Summary Plan Description to each Participant upon request, and shall provide quarterly to each Participant a written statement showing the amounts paid or expenses incurred during the previous quarter and all payments to date.

If, after the conclusion of a two-year trial period (January 1, 2003-December 31, 2004), Plan participation does not exceed 15% of eligible faculty, the College may, in its discretion, discontinue the Plan.

ARTICLE 30 - COMPLIANCE WITH LAW

The College and the Union agree to comply with federal and state law.

ARTICLE 31 - GRAMMAR

Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of these genders. It is understood that this use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 32 - SAVINGS CLAUSE

Should any specific provision of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

If any portion of this Agreement is invalidated by a court of competent jurisdiction, and upon written request by either party, the College and the Association shall meet within thirty days at a mutually convenient time in an attempt to modify the invalidated provision by good faith negotiations.

ARTICLE 33 - TOTALITY OF AGREEMENT, NON-EXERCISE OF RIGHTS AND POLICIES AND PROCEDURES

Section 33.01-Totality of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter, whether or not the matter is specifically referred to or covered in this Agreement, even though the matter may not have been within the knowledge or

contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 33.02 -Non-Exercise of Rights

The non-exercise of rights held by the College or by the Association shall not be deemed to waive any such rights or the right to exercise them in some way in the future.

Section 33.03 -Policies and Procedures

The parties recognize that practices and policies of general application have developed at the College over a period of years and are set forth in writing in policies and procedures of the College. The parties further recognize that the faculty have a substantial interest in providing effective advice and input into the development of these policies and procedures which affect them. Accordingly, the parties recognize that promulgation and revision of these policies and procedures are part of the continuing exercise of the management rights of the College, pursuant to, and consistent with RC 4117.08 C, and that policies and procedures applicable to bargaining unit members which are not in direct and obvious conflict with the provisions of this Agreement may be continued during the life of this Agreement or amended or discontinued by the College. However, it is further recognized that the Association will play a significant role in policy development which affects their members, and that the College will promulgate or significantly amend these policies and procedures only after providing timely opportunity for the Association to review any such proposed draft policies or procedures and to comment upon and discuss these policies and procedures with College representatives, ordinarily as part of the CSEA/College Oversight Committee discussions. Past practices not codified in the policies and procedures of the College shall have no binding effect upon the parties.

ARTICLE 34 - DURATION

This Agreement shall become effective July 1, 2002 and shall remain in full force and effect until midnight June 30, 2005. If prior to the termination date of this Agreement either party wishes to negotiate a successor to this Agreement, such party must serve upon the other party written notice of such intent at least ninety days prior to the termination date of this Agreement.

Letters of Agreement

LETTER OF AGREEMENT FACULTY RANK AND AWARDING OF TENURE

In February of 1999, at the request of the Faculty Senate, the Excellence in Teaching/Faculty Appraisal Committee was charged by the President to review Excellence in Teaching procedures, including student appraisals and classroom observations, and make recommendations for changes in those procedures. The Committee completed this phase of its work in February, 2001, and, with the approval of both the President and the Senate, implemented changes in

1. the distribution and usage of Excellence Funds;
2. the frequency and method of Classroom Observations; and
3. the content, structure and frequency of Student Evaluation of Instruction.

The Committee was then asked to extend its work by reviewing the comprehensive faculty appraisal system at the College. This work continues and the Committee's goals are to make recommendations in the following tenure and promotion-related categories:

1. Combining tenure and first promotion into one process after completion of four, 3-quarter academic years (as defined in Section 5-02 of the Policy and Procedure Manual).
2. Identifying the number and type of portfolio categories both for the initial promotion/tenure decision as well as for promotion in rank.
3. Developing the format and scope of the Annual Faculty Appraisal form.
4. Establishing the role of peer review/mentoring in promotion/tenure process.
5. Processing implementation procedures including due dates for portfolio, etc.
6. Converting the Student Evaluation to an on-line process after the Committee has piloted the process and is sufficiently satisfied with the outcome.

The parties see no reason to duplicate the valuable work of this Committee and agree to postpone consideration of these issues until the Committee has completed its work. Until the parties reach agreement, if necessary in accordance with the provisions of the In-Term Bargaining Article tentatively agreed to by the parties on 7-11-02, the current promotion and tenure policies will be followed (Policy and Procedure 5-02). For the first year of implementation after the parties reach agreement, a faculty candidate who is eligible for tenure under the new timeline may choose either the existing or new timeline for tenure.

LETTER OF AGREEMENT SOLICITATION GUIDELINES

The College and the Association agree that the College solicitation guidelines will be reviewed by the Association/Management Committee.

LETTER OF AGREEMENT WORK RELATED INJURIES

When employees are injured on campus in the course of performing their work duties, the College currently, based on the employee's injury and related circumstances, makes a business judgment about providing wage continuation for the employee in lieu of Workers' Compensation. The College hereby agrees to apply the same judgment criteria and practice to any instance in which faculty who are assaulted in the course of their work duties on the campus.

For purposes of this letter of agreement "campus" includes those sites which require faculty oversight of course related work such as student clinical and internship worksites.

LETTER OF AGREEMENT FACULTY HIRING

The parties agree that any issues they wish to discuss regarding faculty hiring procedures will be considered by the Association/Management Committee.

LETTER OF AGREEMENT LEAD INSTRUCTOR/PROGRAM COORDINATOR

The parties agree that the roles of these positions should be evaluated, including the issues of reassigned time and clerical support to carry out these roles. The parties agree to submit this evaluation to a Committee that will study and make recommendations to the Association/Management Committee regarding these issues.

This Committee will draw upon the work of the Faculty Workload Committee in addressing these issues.

The Committee shall consist of 3 faculty members appointed by the Association and 3 administrators appointed by the Provost of the College. The Committee shall select its chair or co-chairs.

The Committee shall submit its recommendations and final report to the Association/Management Committee for appropriate action within one year of the first meeting date of the Committee. At that point this Committee shall dissolve.

LETTER OF AGREEMENT INTELLECTUAL PROPERTY/DISTANCE LEARNING

The parties agree to submit these issues to a Committee on Intellectual Property/Distance Education that will study and make recommendations to the Association/Management Committee regarding the issues of intellectual property rights for faculty and distance education.

This Committee will draw upon the work of any existing College committee to address these issues.

The Committee shall consist of 4 faculty members appointed by the Association and 4 administrators appointed by the Provost of the College. The parties recognize that a major aspect of this issue centers around distance learning and technology; therefore, at least two appointees to this Committee from each side shall have experience and expertise in either or both of these areas. The Committee shall select its chair or co-chairs.

The Committee shall submit its recommendations and final report to the Association/Management Committee for appropriate action within 15 months of the first meeting date of the Committee. At that point the Committee on Intellectual Property/Distance Education shall dissolve.

LETTER OF AGREEMENT TENURE TRACK

The status of the positions of the following faculty members: Gil Feiertag, (Business Management), Larry Edwards, (Communication Skills), and James Duffey (Allied Health) is hereby converted to tenure-track.

Feiertag and Edwards will "immediately" be placed in rank using the original ranking criteria used when faculty were placed in rank in 1988-89 and based on their status at that time. Duffey is an Instructor and may apply for promotion in rank in accordance with his hire date. Feiertag and Edwards, after having been placed in rank, may apply for a first promotion in rank in any cycle without regard to the four (4) year time in rank waiting period requirement.

All three will be absorbed into their respective departments and assume the same duties as regular departmental full-time faculty.

All three individuals must apply for tenure in accordance with the tenure procedure within the next three (3) years. If any one of them is not granted tenure, then that person is terminated from employment in accordance with the tenure policy and procedures. If the prison programs are eliminated, the three will be treated the same as any other non-tenured faculty member within their respective departments, until a decision is made regarding their tenure applications. If a program is eliminated prior to completion of the tenure process, the affected person will be treated the same as any other non-tenured faculty member in a program that is eliminated.

LETTER OF AGREEMENT RETROACTIVE SICK LEAVE

The College will determine the total number of accrued sick leave hours as of July 1, 2002, divide that number by 7.5 hours and multiply the amount by 7.75, resulting in the number of new sick leave hours balance per faculty member as of March 1, 2003.

APPENDIX A

**FULL-TIME FACULTY WORKLOAD MODEL
MAY, 2000**

Redefining Faculty Role Committee Executive Summary

May 2000

The Redefining Faculty Role Committee was charged with reviewing the activities and processes that govern the role and workload of full-time faculty at Columbus State Community College. The purpose of the committee as stated in the charter was: "To review the role of faculty in a rapidly changing world that is demanding different educational needs such as: distributed learning, international/global perspectives, workforce development, community outreach."

The charges to the committee included:

- > review current practices of the faculty at Columbus State,
- > review current practices of other community colleges both in Ohio and nationally,
- > consider the appropriate use of faculty time including flexibility, hours in the classroom, sabbatical leaves, professional development, distance learning considerations and other workload criteria.

The committee's work involved a comprehensive review of current practices at Columbus State. This included the review of documents from the Policy and Procedures Manual, the Academic Affairs Manual, faculty job descriptions, faculty contracts, division and departmental written descriptions of the duties of lead instructors and coordinators, surveys conducted by Faculty Senate, Program, Review and Evaluation reports, Faculty Deployment Reports and other internal documents. In addition, several lead instructors and technology coordinators, a representative from Business and Industry and the Director of Instructional Services presented and were interviewed by the committee.

To study current practices of other community colleges in Ohio and nationally, a literature search and survey were completed. The literature search lead to an extensive bibliography of more than 150 books, articles, ERIC microfiche, Internet documents, collective bargaining agreements and reports. The survey of Ohio's two-year colleges generated responses from 11 community/technical colleges.

The committee developed three Faculty Workload Models. Each model was mailed to all full-time faculty members, chairpersons and deans/director in the Learning Systems. In addition, a minimum of two campus forums were conducted for each model. Committee members were also available to attend department/division meetings and to meet individually with faculty members. A survey of full-time faculty and chairpersons was also conducted after the release of each model. It is the information gathered from the forums, various meetings and survey results that generated the next model.

The input from Model III has lead to modifications found in the attached **Full-time Faculty Workload Proposal**. The following is a brief comparison of the present faculty workload model to the proposed model:

Present:

20 contact hours of instruction
10 office hours
10 hours of professional development

Proposed (by Autumn 2001):

16 contact hours of instruction
10 office hours (7 hours scheduled, 3 hours flexible)
14 hours of Mission and Learning Support Activities

The proposed model will require a two-year implementation. This implementation will start Autumn 2000 with 18 contact hours of instruction and 12 hours for Mission and Learning Support Activities. The 10 office hours (7 scheduled, 3 flexible) will be implemented Autumn 2000. Effective Autumn 2001, the contact hours of instruction will be 16 contact hours with 14 hours of Mission and Learning Support Activities.

Redefining Full-time Faculty Workload Proposal May 2000

In this redesign of the College's faculty workload model, Columbus State Community College acknowledges the critical role of its full-time faculty in fulfilling its mission, both within and outside of the traditional classroom. In its reallocation of faculty work hours across *instruction*, *office hours*, and *mission and learning support activities*, the college has aligned its greatest institutional resource—the expertise of its full-time faculty—in a bold initiative that both fulfills and furthers the published Values, Goals, and Mission of Columbus State Community College.

I. LEARNING FACILITATION

> Instruction

The standard course load for the 2000 academic year will be 54 contact hours:

- 18 contact hours per week
- 1 contact hour = 1 class hour and/or laboratory hour
- Faculty may choose to do an overload or reassigned leadership activities to reach the standard course load.

The standard course load for the 2001 academic year will be 48 contact hours:

- 16 contact hours per week
- 1 contact hour = 1 class hour and/or laboratory hour
- Faculty may choose to do an overload or reassigned leadership activities to reach the standard course load.

> Office Hours

10 hours per week per academic quarter beginning Autumn 2000
7 hours scheduled, 3 hours flexible (see Office Hours on next page)

II. MISSION AND LEARNING SUPPORT ACTIVITIES

> See Attachment I

- 12 hours per week - Autumn 2000
- 14 hours per week - Autumn 2001

Explanation and Clarification of Workload Components

OFFICE HOURS

- > Seven (7) hours scheduled per week.
- > Three (3) hours per week as flexibly scheduled and for utilization of innovative methods to increase accessibility to students
 - E-mail
 - Home page
 - Chat rooms
 - FAQs

- > Office hours should correspond with learning activities.

OVERLOADS

- > Autumn 2000: full-time faculty will be permitted an average of 10 contact hours per quarter not to exceed 30 per academic year.
- > Autumn 2001: full-time faculty will be permitted an average of 8 contact hours per quarter not to exceed 24 per academic year.
- > Full-time faculty overloads (supplemental contracts) will be calculated based on the contact hour adjunct faculty salary scale.
- > Overloads will not be granted if a full-time faculty member is not meeting his/her mission and learning support activities or obligations.
- > Flex courses that will be taught entirely during quarter breaks may be excluded from maximum allowable overload workload calculations for an eleven week quarter.
- > After all full-time faculty in the department have been given a full teaching load, full-time faculty should then be given first rights of refusal for all courses in the division/department which they are qualified to teach.

BANKING OF HOURS

- > Full-time faculty will have the option of deferring compensation for overload assignments for future release time with pay during a regular academic year (Autumn, Winter, Spring).

FLEX COURSES

- > Full-time faculty may teach flex courses as part or all of full-time workload.
- > Full-time faculty may also teach flex courses as an overload.
- > Flex courses taught entirely during quarter breaks may be excluded from maximum allowable overload workload for an eleven week quarter.

INDEPENDENT STUDY

- > The following formula will be utilized to calculate full-time faculty workload for independent studies:
 - 1 - 3 students = 0.25 x course contact hours
 - 4 - 6 students = 0.50 x course contact hours

INTERNSHIPS, CLINICALS, AND PRACTICUMS

- > Internships, clinicals, and practicums will be staffed according to program accreditation standards.
- > Instructional workload will be calculated by headcount or by lab-hour ratio as established by the department.

SUMMER TERM

- > Full-time faculty will have the option of requesting a supplemental contract during the summer session. The workload requirements for summer term are the same as they are during the regular academic year (Autumn, Winter, Spring Quarter).
- > Summer 2001: 18 contact hours of instruction per week, 10 office hours, 12 hours mission and learning support activities.
- > Summer 2002: 16 contact hours of instruction per week, 10 office hours, 14 hours mission and learning support activities.
- > Follow first rights of refusal for full-time faculty.

- > Full-time faculty may petition or apply for additional teaching hours in another area in which they are qualified to teach if their discipline/department does not provide full-time employment.

NEW FULL-TIME FACULTY

- > New full-time faculty will be released from one class to participate in college-sponsored professional development activities for the first academic year (not to exceed 5 contact hours).
- > The committee recognizes that new full-time faculty need the opportunity to become acclimated to Columbus State and new course preparations.

CLASS SIZE

- > Class size will be determined by the College's mission, values, and goals as evaluated by the Institutional Effectiveness Plan (Program Review and Evaluation).

MULTI-CAMPUS ASSIGNMENTS

- > A flexible schedule that includes a variety of times, days and locations, will be taken into consideration when determining a full-time faculty members workload.

DISTANCE EDUCATION

- > See Attachment II

REASSIGNED LEADERSHIP ROLES

- > See Attachment III

- > Full-time faculty will be expected to teach at least 50% of the full instructional load.
 - Role of Lead Instructor
 - Responsibilities of Program Coordinators
 - Reassigned Time

Mission and Learning Support Activities

Definition: This category of faculty workload includes instructional support activities, student advising/mentoring, professional development activities, institutional service, leadership activities, community service, and scholarship, research, and/or performance activities.

Plan: A mission and learning support faculty developed plan will be utilized to provide guidance to the faculty member in selecting activities that support the College's mission, department/division needs, and that enhance the learning environment. The plan will also provide a method of documenting the time spent on these activities in this component of the workload and assisting the College with identifying areas of faculty expertise. Faculty members will evaluate their Mission and Learning Support Plan with their annual self-appraisal report at the end of each academic year and the Department chairperson will evaluate these activities as part of the annual performance review process. Activities identified in this plan are those that support the goals of the division/department, the College Mission, the enhancement of the learning environment, and the tenure/promotion process.

Clock Hours Requirements: The time allocated for mission and learning support activities averages 14 clock hours per week (154 clock hours per quarter) starting Autumn Quarter 2001 (see attached Mission and Learning Support Plan for phase-in procedures). Activities completed within the required clock hours may be in any combination of the seven categories listed below.

Activities: The following is a list of activities that would satisfy the requirement for this component of the workload model. The list is not inclusive and the faculty member may choose to complete other activities that meet the definitions provided above.

Instructional Support Activities

- Grading papers and exams
- Preparing for courses
- Up-dating course materials
- Planning lessons
- Reviewing instructional materials
- Reviewing and selecting textbooks
- Developing new instructional methodology
- Developing and/or revising course modules
- Reviewing and revising curriculum

Student Advising/Mentoring

- Advising (e.g., program advising that exceeds the office hours requirement)
- Coordinating honors programs
- Mentoring students within a program/department
- Advising a student group affiliated with the College
- Participating in student recruitment and retention activities for the department/program

Professional Development Activities

- Acquiring new skills (e.g., workshops, seminars, conferences, enrollment in course and/or programs of study).
- Contributing to one's profession (e.g., holding office in a professional organization)
- Maintaining currency in one's profession (reading, networking with colleagues, enrollment in course and/or programs of study, etc.)

Institutional Service

- Participating on College/department/division committees
- Formal mentoring of faculty
- Participating in accreditation activities
- Attending CSCC sponsored events
- Participating in the program validation process
- Developing and maintaining program/department home pages
- Organizing program/department/College colloquia
- Participating in programs for new faculty
- Participating in college-wide student recruitment and retention activities

Leadership Activities

- Chairing College/division/department committees
- Coordinating retention activities within a program/department
- Coordinating a learning/tutoring center within a program/department
- Coordinating a distance learning program within a program/department
- Coordinating a department library and/or other instructional resource facilities
- Coordinating K-12 initiatives
- Coordinating evening/weekend/off-campus instruction within a program/department
- Coordinating recruitment and marketing activities relating to CSCC
- Coordinating accreditation activities

Community Service

- Coordinating community outreach projects
- Representing CSCC at professional, educational, or business activities
- Participating in community service activities related to education and the College
- Coordinating/participating in K - 12 initiatives

Scholarship, Research, and/or Performance Activities

- Conducting College-related educational research studies
- Publishing books, articles, workbooks, etc.
- Editing journals
- Conducting scholarship activities
- Writing grant proposals related to CSCC
- Performing in a musical and/or theatrical productions
- Exhibiting creative works in a gallery and/or show

Guidelines for Implementation of the Mission and Learning Support Plan

The mission and learning support category of the faculty workload has been allocated 35 percent of a standard workweek (14 hours per week based on 16 instruction hours, 10 office hours, and 14 mission and learning support activities hours) starting Autumn Quarter 2001 (see attached Mission and Learning Support Plan for phase-in procedures). A faculty-developed plan will provide guidance to the faculty member to select activities that support the College's mission, department/division needs, and enhance the learning environment. The Mission and Learning Support Plan also provides a method of accountability for the time spent on activities in this component of the workload. Faculty members will evaluate their Mission and Learning Support Plan with their annual self-appraisal report at the end of each academic year and the Department chairperson will evaluate these activities as part of the annual performance review process.

Professional performance is extremely complex and can best be evaluated by using numerous sources of information. Personnel decisions concerning reappointment, tenure, and promotion are based on faculty evaluations. Also important to the College and the faculty member, is the use of evaluation procedures to aid faculty development. Faculty development and improvement are of critical importance to the College in its pursuit of excellence. Faculty members are required to participate in mission and learning support activities to maintain or improve performance.

Each department or program shall develop a set of guidelines describing the expected level of participation for all applicable areas of responsibility of the faculty. Guidelines for promotion and tenure have been established (see Procedure 3-01 (C)). The guidelines should contain the expectations and/or levels of productivity by faculty ranks (see faculty job descriptions) in the following mission and learning support areas:

1. Instructional Support Activities
2. Student Advising/Mentoring
3. Professional Development Activities
4. Institutional Service
5. Leadership Activities
6. Community Service
7. Scholarship, Research, and/or Performance Activities

A peer review procedure will be developed to evaluate the Mission and Learning Support Plan. A faculty member will be provided with an explanation if their plan is not accepted and will be given recommendations on how to improve his/her Mission and Learning Support Plan. If the faculty member and chairperson cannot agree, the faculty member may appeal to the dean and then to the division review committee as found in the Faculty Rank Procedure 3-01 (C) (4).

Mission and Support Activities by Faculty Rank

Instructional Support Activities (related to promotion categories a, b, and c)	Required	Required	Required	Required
Student Advising/Mentoring (related to promotion category d)	Required	Required	Required	Required
Professional Development Activities (related to promotion category i)	Required	Required	Required	Required
Institutional Service (related to promotion categories f and g)	Recommended	Required	Required	Required
Leadership Activities (related to promotion categories f, g, h, and i)	Optional	Optional	Recommended	Required
Community Service (related to promotion category h)	Optional	Optional	Recommended	Recommended
Scholarship, Research, and/or Performance Activities (related to promotion category e)	Optional	Recommended	Recommended	Recommended

(See Faculty Rank, Procedure No. 3-01 (C))

The following defines the categories of service in the mission and learning support workload category for non-reassigned time roles:

1. Instructional Support Activities -- Work that is directly related to the planning, development, and evaluation of instruction.
2. Student Advising/Mentoring -- Work that exceeds or is outside of scheduled faculty office hours spent advising and/or mentoring students, some examples include: assisting students with scheduling, career planning, advising students regarding the selection of courses or majoring in the faculty member's discipline(s), etc. Also included are serving as a faculty advisor/mentor for student organizations, coordinating the honors program, learning communities or other formal advising/mentoring capacities.
3. Professional Development Activities -- Work that is directly related to the function of the department/program and provides service to the faculty member's profession or discipline; for example attending and/or presenting at professional conferences or workshops, taking courses, holding offices in professional associations, etc.
4. Institutional Service -- Work that is essential to the operation of the College; for example contributing to the formation of academic programs and policy, student recruitment and retention activities, and serving and/or participating on department, division and College committees.
5. Leadership Activities -- Faculty members may also provide administrative service to their department, division or the College; for example mentoring faculty, providing leadership in the development, maintenance, and design of course curriculum outlines and syllabi, providing leadership

Distance Education

Types of Distance-Learning Courses

Video-based courses:

Telecourse – any course where the primary mode of delivery is by videotape.

Web-based courses:

Internet course – any course where the primary mode of instruction is over the Internet.

Web-based courses with scheduled laboratories:

Internet course with scheduled laboratory – any primarily Internet course that has a required scheduled laboratory component that is supervised by an instructor/laboratory assistant in a College facility.

Video-conferencing courses:

Videoconferencing course – any course that utilizes two-way interactive video and audio as the primary mode of delivery where courses are “broadcast” from one classroom to one or more remote classroom(s).

Teleconferencing course:

Teleconferencing course – any course that uses the phone as the primary mode of instruction.

General Guidelines

The guidelines developed for the delivery of distance-learning courses assume that adequate equipment and technical support personnel will be available to support the course offerings.

A faculty member teaching a course utilizing distance-learning technology may select from the following options:

1. The course(s) may be taught as part of regular load.
2. The course(s) may be contracted as voluntary overload.

The workload issues in distance learning courses are new and complex and may need to be reviewed and modified at regular intervals.

Class Size

Class size for distance learning classes will be determined by the College's mission, values, and goals as evaluated by the Institutional Effectiveness Plan (Program Review

in keeping the department current in the discipline, chairing department promotion committees, coordinating an honors program, coordinating a weekend-college program, etc.

6. Community Service -- Efforts on behalf of the College that are directed to the application of knowledge and expertise intended for the benefit of a non-academic audience; for example providing training for a local business organization, serving as a science fair judge, etc.
7. Scholarship, Research, and/or Performance Activities – Faculty members may also pursue publication and performance opportunities in their discipline and/or program area; for example publishing articles, writing books, editing journals, and contributing to and participating in artistic and creative performance activities.

A faculty member's Mission and Learning Support Plan will be guided by the following as he/she prepares to move forward in academic rank:

1. The percentage of time allocated to each category of the mission and learning support area.
2. The number of mission and learning support areas identified to work on during the academic year (appraisal period).
3. The percent of time spent in each of the mission and learning support categories will be reflective of the faculty member's rank.

Components of the Mission and Learning Support Plan

1. Categories of Service - (e.g., Institutional Service)
2. Objectives - (e.g., to be an active member of Faculty Senate during the 2000-2001 academic year)
3. Activities - (e.g., Faculty Senate objective to be measured by attendance at Senate meetings, membership on Senate sub-committees, and serving as a liaison between the Senate and the faculty elected/appointed to represent.)
4. Percent of Workload (12 hours/week) Allocated - (e.g., 10 percent of mission and learning support time or 15 hours/quarter)
5. Department/Program's Minimum Standards - (e.g., attend all formally scheduled department and division meetings)

and Evaluation). Departments and/or Divisions need to evaluate the distance learning course, the distance learning format, and the cost of delivery when setting class size. Some faculty members have found the delivery of distance learning courses strenuous, time consuming, and feel there are limits as to the number of students they can accommodate successfully in a class. The selection of an optimal class size is an area that needs further research, careful monitoring, and continued evaluation.

Development of Distance Learning Course Options

A faculty member shall have the option of requesting reassigned time to develop a distance-learning course. The amount of reassigned time granted to develop a web-based or video-based course option shall be equal to the course contact hours (Please see workload model for an explanation of the reassigned time formula: one hour of reassigned time = two hours dedicated to the project per week). For example, the reassigned time to develop a web-based version of a five-contact hour course would be the equivalent to 110 hours (5 contact hours X 2 hours X 11 weeks = 110 hours).

Delivery of Distance Learning Courses

It is assumed that a distance learning section of a course will deliver the required course content, meet the required course objectives, utilize similar assessment methods, and be comparable in the degree of rigor as the traditional sections of the course. It is understood that the instructor of record in a distance-learning course will spend time on instruction equal to the contact hours of the course (e.g., a 5 contact hour course = 55 faculty contact hours per quarter) in addition to their office hours and the time spent on evaluation of student assignments (papers, quizzes, exercises, exams, etc.). The instructional time could be spent on modifying, revising, and up-dating the web-based course, revision of course assessments, etc.

It is recommended that the feasibility of using instructional assistants to assist faculty in the delivery of distance learning courses be studied.

Virtual Office Hours

It is recommended that faculty members teaching students who are at a physical distance allocate some of their office hours to meet the unique needs of the students enrolled in distance-learning course(s). The virtual office hours should reflect the percentage of fulltime workload that the faculty member is teaching distance learning course(s) during the quarter (e.g., an instructor teaching a five contact hour distance-learning course would schedule 20 percent of their office hours to meet the needs of distance learning students). The instructor of record could elect to be available to communicate to his/her distance learning students outside of the traditional work week and/or via virtual office hours, email, telephone, "snail" mail, fax, video-conferencing, etc.

Full-Time Distance Learning Faculty

The growth of distance learning course options and increased student enrollments in the Columbus State Community College's global campus could result in full-time distance learning faculty. Faculty members who elect to teach distance-learning courses full-time or who are hired as full-time distance learning instructors shall be expected to fulfill all faculty workload requirements. It is recommended that the workload components of instructional facilitation and mission and learning support activities may need to be reviewed and modified at regular intervals to reflect the increase in distance education students and/or programs.

Web-Based Courses

Teaching Responsibilities

The faculty member who developed the web-based course should have the first opportunity to teach the course. If the course developer is no longer affiliated with the College (or on sabbatical leave, etc.) the web-based course assignment will be handled in the same manner as other courses in the Department/Division.

If the web-based course enrollment increases to the point where it is the equivalent to several sections, the Department chair in consultation with the course developer shall have the option of assigning section(s) of the web-course to other full-time or adjunct faculty members in the Department.

Class Size

The maximum class size for a web-based course shall be the same as for traditional sections of the course offered by the Department. In situations where the course enrollment exceeds that of one section the faculty member workload will be adjusted by the following guidelines:

1. Maximum class size for one distance learning class is equal to a traditional class section (unless specified otherwise by the program/department).
2. Maximum class size plus 20 percent over capacity is equal to one distance learning class section. The 20 percent over the maximum class size is an enrollment buffer (a parallel can be drawn between the enrollment buffer and an airline's over booking passengers).
3. Once the class enrollment has reached capacity plus the 20 percent buffer, an additional .1 of a workload unit X the number of contact hours of the course per student will be credited to the faculty until the course enrollment reaches the workload of a second section. (For example in a course with a maximum class size of 25 students, the 20 percent buffer enrollment is 5 students, the next ten students would add .1 workload units each, and when enrollment reached 40 students the class would equal two sections.)

4. A faculty member has the right to refuse the addition of students over the 120 percent of maximum class size if he/she has reached the required instructional load for the term.

Workload Calculations

The faculty workload calculation for a section of a web-based course will be the same as for a traditional section of the course.

Web-Based Courses with Laboratories

Teaching Responsibilities

The faculty member who developed the web-based course with scheduled laboratories should have the first opportunity to teach the course. If the course developer is no longer affiliated with the College (or on sabbatical leave, etc.) the web-based course assignment will be handled in the same manner as other courses in the Department/Division.

If the web-based course enrollment increases to the point where it is the equivalent to several sections, the Department chair in consultation with the course developer shall have the option of assigning section(s) of the web-course to other full-time or adjunct faculty members in the Department.

Class Size

The maximum class size for a web-based course with a laboratory scheduled at Columbus State Community College facilities shall be the same as for traditional sections of the course offered by the Department (class size limited by the number of laboratory stations).

Workload Calculations

The faculty workload calculation for a web-based course with a scheduled laboratory will be the same as for a traditional section of the course (class hours + laboratory hours).

Video-Based (Telecourses)

Teaching Responsibilities

The faculty member who developed the video-based course (including courses using commercially prepared video programs) should have the first opportunity to teach the course. If the course developer is no longer affiliated with the College (or on sabbatical leave, etc.) the video-based course assignment will be handled in the same manner as other courses in the Department/Division.

If the video-based course enrollment increases to the point where it is the equivalent to several sections, the Department chair in consultation with the course developer shall

have the option of assigning section(s) of the video-course to other full-time or adjunct faculty members in the Department.

Class Size

The maximum class size for a video-based course shall be the same as for traditional sections of the course offered by the Department. In situations where the course enrollment exceeds that of one section the faculty member workload will be adjusted by the following guidelines:

1. Maximum class size for one distance learning class is equal to a traditional class section (unless specified otherwise by the program/department).
2. Maximum class size plus 20 percent over capacity is equal to one distance learning class section. The 20 percent over the maximum class size is an enrollment buffer (a parallel can be drawn between the enrollment buffer and an airline's over booking passengers).
3. Once the class enrollment has reached capacity plus the 20 percent buffer, an additional .1 of a workload unit X the number of contact hours of the course per student will be credited to the faculty until the course enrollment reaches the workload of a second section. (For example in a course with a maximum class size of 25 students, the 20 percent buffer enrollment is 5 students, the next ten students would add .1 workload units each, and when enrollment reached 40 students the class would equal two sections.)
4. A faculty member has the right to refuse the addition of students over the 120 percent of maximum class size if he/she has reached the required instructional load for the term.

Workload Calculations

The faculty workload calculation for a section of a video-based course will be the same as for a traditional section of the course.

Video-Conferencing Courses

Class Size

The maximum class size for courses offered, as video-conferencing courses shall be the same as traditional courses in the Department/Division. In situations where the course enrollment at multiple sites exceeds that of one section the faculty member workload will be adjusted by the following guidelines:

1. Maximum class size for one distance learning class is equal to a traditional class section (unless specified otherwise by the program/department).
2. Maximum class size plus 20 percent over capacity is equal to one distance learning class section. The 20 percent over the maximum class size is an

enrollment buffer (a parallel can be drawn between the enrollment buffer and an airline's over booking passengers).

3. Once the class enrollment has reached capacity plus the 20 percent buffer, an additional .1 of a workload unit X the number of contact hours of the course per student will be credited to the faculty until the course enrollment reaches the workload of a second section. (For example in a course with a maximum class size of 25 students, the 20 percent buffer enrollment is 5 students, the next ten students would add .1 workload units each, and when enrollment reached 40 students the class would equal two sections.)
4. A faculty member has the right to refuse the addition of students over the 120 percent of maximum class size if he/she has reached the required instructional load for the term.

The distance-learning component of the workload model will need to be changed and augmented as new technologies and administrative systems become available. The addition of new distance learning delivery systems and the refinement of current systems will have an impact on faculty workload. It is recommended that the workload model be tested, evaluated on a regular schedule, modified as needed, and reviewed/revised every three to five years.

Attachment III

Reassigned Leadership Roles

Columbus State Community College recognizes the need for faculty to participate in leadership activities. The committee identified three areas in which faculty assume leadership roles at the College. These include program coordination, lead instruction, and special project management. The following section identifies the particular elements within each of these roles.

The descriptions are made up of activities identified by faculty members who currently hold these roles. It should be noted, however, that a faculty member assuming one of these roles will not perform every task within the description. The chair, department members, and faculty member will negotiate which of the leadership tasks need to be performed.

The amount of reassigned or released time is negotiated and calculated based on the 11-week quarter model. It is assumed that for every one hour reassigned or released time granted, two hours will be dedicated to the task. For example, for five-hours reassigned or released time, the faculty member would spend an average of 10 hours per week on task (e.g., 5 hours reassigned time X 2 hours X 11 weeks = 110 hours per quarter dedicated to the leadership duties.) The formula expects that the faculty member will adjust his/her workload for each hour of reassigned time as follows: one hour from direct instruction, one-half hour from office hours, and one-half hour from mission and support learning activities.

A total of 467 reassigned time hours were awarded to lead instructors and coordinators at Columbus State Community College during Autumn Quarter, 1999. The proposed 14 hours in mission and learning support activities provides an opportunity for each full-time faculty to assume some of the tasks currently assigned to coordinators and/or lead instructors, as well as, other activities. Based on assumption of no new programs and a stable enrollment, the workload model recommends a 20 percent reduction in the number of reassigned hours granted to lead instructors and coordinators to be phased in over two years (See Table 1). The decision as to how to award lead instructor and coordinator hours shall continue with the approval of the Provost to remain with the Division and Department.

Table 1
Reallocation of Reassigned Time
for Lead Instructors and Coordinators

Coordinator Hours	260	234	208
Lead Instructor Hours	207	186	166
Total	467	420	374

Leadership Role I: Role of Lead Instructor

Lead instructors are most commonly found in the Arts and Sciences Division. Generally, Lead Instructors are assigned responsibility for a certain set of courses or a subject area.

The duties of Lead Instructor may include the following:

I. Instruction:

- A. Conducting workshops for students
- B. Team teaching large lecture classes

II. Administrative duties:

- A. Evaluation of adjunct faculty - performed for three consecutive quarters for new faculty and once per year thereafter.
 - 1. class observations - faculty observation report completed
 - 2. post-observation review of report with adjunct faculty member
 - 3. reviewing syllabi and exams of adjunct faculty
 - 4. providing a mentor (can be an experienced adjunct) to a new adjunct
 - 5. keeping a file of exams, syllabi, grade reports, student evaluations, faculty observation reports for each adjunct
- B. Communication with adjunct faculty
 - 1. attending lead instructor meetings which may include discussions of curriculum, new business, departmental policies, teaching techniques, new multimedia and its use, textbook changes, test banks and other informational material
 - 2. sending memos concerning the above items, or problems that arise or to welcome new adjuncts to the department
 - 3. receiving input from adjunct faculty - concerns, problems, new ideas, etc.
 - 4. orientation of new adjuncts - review course material and requirements, provide all course materials, assist with paperwork required for employment
 - 5. reminding secretaries to keep current course materials available
 - 6. distributing departmental exams, keys and review sheets
- C. Hiring new adjuncts
 - 1. collecting resumes from Human Resources Department
 - 2. making phone calls
 - 3. interviewing prospective hires - applicant may be required to give a lecture
 - 4. informing Department Chair of suitability of applicant for hire
- D. Mediation of student complaints
 - 1. listening to students' complaints involving faculty
 - 2. listening to faculty about the student complaint
 - 3. providing feedback to student and/or faculty member to resolve problem

- 4. referring student complaints to Department Chair if the situation warrants
- 5. sitting on Grade Grievance Panels, as requested
- E. Curriculum design, revision, assessment
 - 1. updating course outlines and departmental syllabi in assigned area
 - 2. reviewing textbooks, multimedia material, etc. (in consultation with other faculty)
 - 3. constructing test banks
 - 4. developing departmental exams or portions of exams
 - 5. providing sample exams to adjuncts
 - 6. writing lab manuals
 - 7. filling out bookstore textbook revision, adoption form
 - 8. serving on course sequence committees to ensure proper sequence of materials in sequential courses
 - 9. monitoring writing assignments, computer assisted instruction and assessment activities in assigned courses
- F. Special projects as assigned by the Department Chair
 - 1. writing grant applications
 - 2. organizing an entire curriculum to maximize articulation with baccalaureate institutions
 - 3. keeping computer labs up to date with equipment, software, etc.
 - 4. using the Internet as a research tool
 - 5. establishing professional student organizations
 - 6. reviewing programs at other institutions and in some cases advising those institutions of possible changes to assure competency and efficiency of the program
 - 7. developing specialized classroom demonstrations or interactive learning
- G. Other duties as assigned by the Chair
 - 1. preparing goal sheets for the next quarter
 - 2. preparing a summary of the lead instructor activities accomplished
 - 3. establishing a Lead Instructor/Coordinator

Leadership Role 2: Role of Program Coordinator

Program coordinators are commonly found in the Career and Technical Programs Division. Generally, they are assigned responsibility for a certain specific program or the clinical portion of a program.

The duties of Program Coordinators may include the following:

I. Program Leadership-Program Coordinator

- A. Coordinator Meetings
 - 1. Attend weekly meeting
 - 2. Disseminate information to technology faculty
- B. Accreditation
 - 1. Submit required reports
 - 2. Data collection
 - 3. Self-study (special projects)
 - 4. Monitor program requirements
 - 5. Assure compliance to standards
 - 6. Coordinate site visits
 - 7. Monitor and analyze student outcome data

C. Program Planning

- 1. Coordinate process of program planning
- 2. Coordinate the program review

D. Budget

- 1. Coordinate input for annual budget
- 2. Monitor budget
- 3. Oversee initiation of budget expenditures

E. Capital Expenditures

- 1. Establish equipment lists
- 2. Contact vendors and obtain costs
- 3. Review bids and assist purchasing agent

F. Staffing

- 1. Develop annual staffing plans
- 2. Develop quarterly staffing plan
- 3. Find, hire, faculty and staff
 - a. Participate in hiring process
 - b. Orientation for new persons
 - c. Resource person for new person
 - d. Pay requests for TAs
 - e. Evaluation

- 4. Quarterly workload report
 - 5. Evaluation of faculty and staff
- G. Establish operational procedures for the program
- 1. Development and updating of a student handbook
 - 2. Maintain compliance with accreditation standards

H. Recruitment

- 1. Coordinate bulletin revisions
- 2. Coordinate brochures
- 3. Coordinate special recruiting activities

II. Program Logistics/Coordination

A. Program communication

- 1. Written
 - a. Letters of inquiry
 - b. Completion of surveys
 - c. Employer inquiry
 - d. Letters of recommendation
 - e. Resource for profession
- 2. Telephone
 - a. Inquiries
 - b. Employer inquiries (References, job opportunities)
 - c. Graduates
 - d. Resource for profession
- 3. Walk-Ins
 - a. Inquiries
 - b. General information regarding College
 - c. Admission office referrals

B. Academic requests

- 1. ERC purchases
- 2. Quarterly book order for classes
- 3. On-line quarterly class schedules

C. Interaction with support services

- 1. Assist in room assignment coordination
- 2. Assist in on-line course scheduling
- 3. Student problems unique to the system
- 4. Quarterly review of advising/counseling office materials for the program
- 5. Job placement
- 6. Records and registration (petitions to graduate/DARs)
- 7. Handle purchasing problems

D. Advance standing credit

1. Reviews and approves
 - a. Transfer credit
 - b. Proficiency credit
 - c. Life experience credit
 - d. Course substitutions
 2. Submit appropriate documentation
- E. Technology admission process
1. Set admission criteria
 2. Request data runs for applicant records
 3. Advising applicants
 4. Interviewing applicants
 5. Advising "potential" applicants
 6. Coordinate student health records with College Health Office
- F. Program equipment/supplies/inventory
1. Evaluates equipment needs
 2. Facilitates equipment purchases
 3. Solicits and facilitates equipment donations
 4. Quarterly ordering and inventory of supplies
 5. Maintains safety standards
 6. Maintenance of equipment
- III. Professional Direction
- A. Maintain liaisons with professional organizations
1. Local
 2. State
 3. National
- B. Coordinate advisory committee
1. Member selection
 2. Meetings
 3. Communication updates
- C. Monitor job market
1. Compile job posting
 2. Facilitate employment contracts
 3. Measure employment availability
 4. Assist placement of intern/coop positions
- D. Coordinate articulation agreements
- E. Coordinate alumni activities
- F. Coordinate scholarships
- G. Monitor changes in certification examinations (content and procedures)

IV. Clinical Management

- A. Secure Sites
- B. Maintain Sites
- C. Initiate and maintain clinical agreements
- D. Schedule student experiences
- E. Liaison between program and site personnel
- F. Hire, supervise, and evaluate teaching assistants and/or adjuncts

V. Program Leadership-Lead Instructor

- A. Course outlines
 1. Ensures that outlines are current
 2. Periodic review of necessary content
 3. Ensures that outlines are utilized by instructors
 4. Coordinates review at advisory committee
 5. Selects appropriate textbooks > multimedia
 6. Constructs test banks
- B. Curriculum Revisions
 1. Coordinate curriculum reviews
 2. Prepare materials for Academic Council
 3. Supervise implementation of curriculum changes
 4. Update Bulletin, brochures, plan of study
- C. Program/Course Content
 1. Utilize accreditation requirements
 2. Utilize OBOR guidelines
 3. Utilize advisory committee input
 4. Utilize graduate survey
 5. Utilize job market surveys
- D. Adjunct Faculty Coordination
 1. Adjunct faculty observations
 2. Facilitate adjunct arrangements

Leadership Role 3: Reassigned Time

Reassigned time will be granted for special projects that require more time than is allocated in the faculty workload model. In general, a faculty member may apply for reassigned time for roles that exceed the faculty member's normal service expectations.

A faculty member with reassigned time assignment may select from the following options:

1. The reassigned time may be calculated as part of the regular workload.
2. The reassigned time may be contracted as voluntary overload.

Reassigned time requests may be initiated by the following:

1. Faculty Member
2. Department Chairperson
3. Division Dean

4. Learning Systems Administrator
5. Administrator
6. Provost/President
7. Other

Reassigned time may be granted for (but is not limited to) the following projects:

1. Preparation of a formal accreditation self-study report
2. Development of approved and budgeted new courses (not to exceed the contract hours of the course)
3. Development of new programs of study
4. Conversion of a traditional course to a distance-learning format
5. Development and implementation of international experience (study abroad)
6. Faculty Senate (President and Secretary)
7. Special projects

APPENDIX B

Grievance Form



GRIEVANCE FORM

OEA

Columbus State Community College - Ohio Education Association / OEA

Date:

Grievant(s) Name:

Job Classification:

Department:

Chairperson:

Date of Occurrence:

Has the Grievance been discussed with the Department Chair?

If yes, when:

Work Phone: []

Home Phone: []

Work Location:

Association Rep.

Yes ☐

No ☐

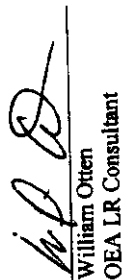
Grievant Signature

Date:

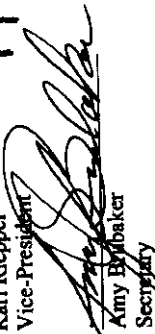
The parties have caused this Agreement to be executed July 1, 2002.

On behalf of
Columbus State Education Association

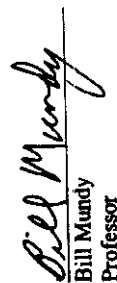

Steve Abbott
President

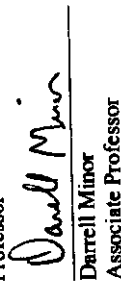

William Otten
OEA LR Consultant


Karl Rieppel
Vice-President


Amy Brubaker
Secretary


Greg Goodhart
Treasurer

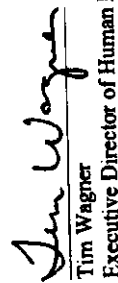

Bill Mundy
Professor

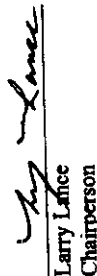

Darrell Minor
Associate Professor

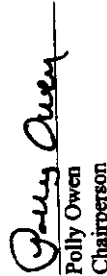
On behalf of
Columbus State Community College


Valeriana Moeller
President

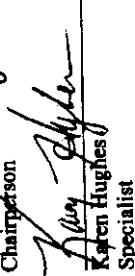

Michael Snider
Provost


Tim Wagner
Executive Director of Human Resources


Larry Lance
Chairperson


Polly Owen
Chairperson


Mary Vaughn
Chairperson


Karen Hughes
Specialist

Department Chairperson

Date received: _____
Date discussed: _____
Date of response: _____

Response by department chairperson:

See attached response

Signature: _____ (Department Chairperson) Date: _____

☐ Accepted ☐ Rejected Association Representative _____ Date: _____

Executive Director of HR / Provost or designee

Date received: _____
Date of meeting: _____
Date of response: _____
Signature: _____ (Executive Director of HR / Provost or designee) Date: _____

See attached response

☐ Accepted ☐ Rejected Association Representative _____ Date: _____

A faculty member(s), having a grievance shall first attempt to resolve it informally with his/her Chairperson within 10 days of the event, but in no case later than 30 days after the event. Within 7 days after the faculty member has met with the Chairperson, the Chairperson shall respond to the Association and the Association in writing. No resolution shall be formalized unless approved by the Association and the Executive Director of Human Resources or his/her designee.

If appealing to Step 2, the Association submits within 10 days of receipt of the Step 1 response or the date such answer was due, whichever is earlier.
Discuss within 10 days; give response within 10 days after discussion.