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# **Collective Bargaining Agreement**

**Effective: August 19, 2015**

**Parties to the Agreement:**

**Kent State University  
and  
American Association of University Professors  
Kent State Chapter  
Tenured/Tenure-Track Bargaining Unit**

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## **Preamble**

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of January 2016, effective as of the 19<sup>h</sup> day of August 2015, by and between KENT STATE UNIVERSITY (hereinafter called the "University") and the Tenure-Track Unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER, an independent affiliate of the American Association of University Professors (hereinafter called the "Association").

## **Intent and Purpose**

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

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

This document establishes the terms and conditions of employment for members of the Faculty, but it does not limit the means by which Faculty are provided meaningful participation in the governance and planning of a great university nor does it limit the rights and responsibilities of the Board of Trustees and its duly constituted authorities. Except to the extent expressly set forth in this Agreement, it is not intended that the collective bargaining relationship embodied herein will supersede previously existing and hereafter established, modified or terminated policies and procedures which implement the intent and purpose set forth in the preceding paragraphs. The collective bargaining relationship, except when expressly set forth herein, shall not in any way modify or directly impact the future role and function of any other University recognized committee or body including but not limited to the Faculty Senate.

## **ARTICLE I**

### **Definitions**

**Section 1.** Whenever the following terms are used in this Agreement, they shall be defined as set forth in this Article, unless specifically provided for otherwise in this Agreement.

- A. *"Agreement"* -- this collective bargaining agreement as entered into by the University and the Association.
- B. *"Academic Unit"* -- the academic administrative structure in which Faculty members hold academic status and their primary appointment. Currently, these include units identified as Departments, Schools, and Colleges without Departments or Schools (the Colleges of Architecture & Environmental Design, Nursing, Applied Engineering, Sustainability & Technology, and the Regional College) and the University Libraries.
- C. *"Association"* -- the Kent State Chapter of the American Association of University Professors (AAUP-KSU), an independent affiliate of the American Association of University Professors.
- D. *"Chair"* -- the academic administrator of an academic Department. The academic administrator of an academic *"School"* is the *"Director"*.
- E. *"College"* -- either the academic administrative structure which includes Departments or Schools or the academic administrative structure which is identified as a College and does not include Departments or Schools. The academic administrative officer of a College is the Dean.
- F. *"Continuing Faculty/member of bargaining unit"* -- a Faculty member (member of the bargaining unit) who also was employed as a member of the bargaining unit for at least one full semester of the immediately preceding academic year; as distinct from a new hire, a full-time non-tenure track faculty member, a part-time faculty member or an administrator with faculty rank who becomes a member of the bargaining unit for the first time effective with, or during, the referenced academic year.
- G. *"Days"* -- calendar days.
- H. *"Faculty"*, *"members of the Faculty"*, and *"Faculty members"* -- full-time faculty of academic rank who hold tenured or tenure-track appointments at the University and who, therefore, are members of the bargaining unit as defined in Article II of this Agreement.
- I. *"Faculty Employment Contract"* -- the annual employment contract provided by the University to each Faculty member.
- J. *"Intersession"* -- the period between the fall and spring semester and the period between the end of the spring semester and the beginning of the summer terms.
- K. *"Kent State University"* -- a state university as defined in Ohio Revised Code, Section 3345.011, located in Kent, Ohio and including the following regional campuses: Kent State University at Ashtabula, Geauga, East Liverpool. Salem, Stark, Trumbull and Tuscarawas.

- L. *"Regional Campus"* -- a campus of the University other than the Kent Campus where resident Faculty assigned to the campus have rights and responsibilities in addition to those to the academic unit of their academic discipline or program.
- M. *"Regular Academic Year"* -- the period from the beginning of the fall semester and continuing through the completion of the spring semester. The regular academic year does not include the summer terms or intersessions as defined in this Agreement.
- N. *"Vacancy"* -- A vacancy in an administrative position (i.e., Department Chair, School Director, Regional Campus Dean) occurs when the individual leaves that position with no expectation that he/she will return to the same position (e.g., promotion, retirement, return to faculty, termination) or when the individual is, for any reason, unavailable to serve in that capacity for more than a single calendar year.
- O. *"University"* -- as utilized in this Agreement, refers to the executive officers and designated administrative officers of Kent State University authorized by the Board of Trustees to exercise the rights and discharge the responsibilities of Kent State University in accordance with Chapter 4117 of the Ohio Revised Code, pertaining to federal and state statutes and regulations, and the terms of this Agreement.

**Section 2. Rules of Construction.** Unless specified to the contrary elsewhere in this Agreement, the following rules of construction apply:

- A. It is understood that all gender-based references in this Agreement refer to both sexes and that the singular shall include the plural whenever applicable.
- B. Headings and captions are used in this Agreement for the purposes of convenience only and do not carry any substantive meaning.

## **ARTICLE II**

### **Recognition and Dues Deduction**

**Section 1.** The University recognizes the Association as the sole and exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

The bargaining unit shall include all Kent Campus and Regional Campus full-time teaching and research Faculty members, and full-time Faculty in the University Libraries. Current Faculty eligibility shall be determined by the position stated on the individual annual employment contracts. The following shall be excluded:

1. President (including Acting and Interim)
2. Provost (including Senior Associate, Vice, Associate, Assistant, Acting and Interim)
3. Vice Presidents (including Associate, Assistant, Acting and Interim)
4. Regional Campus Deans and Chief Administrative Officers of a Regional Campus (including Associate, Assistant, Acting and Interim)
5. Deans (including Associate, Assistant, Acting and Interim) of Colleges and the University Libraries.
6. Department Chairs and School Directors \* (including Acting and Interim)
7. Administrative Directors and Supervisors (including Associate, Assistant, Acting and Interim); Major Academic Program Directors and supervisors (including Associate, Assistant, Acting and Interim)
8. Full-time non-tenure track faculty, part-time faculty, adjunct faculty, temporary faculty and visiting faculty
9. Teaching Fellows, Graduate Assistants, Research Assistants and Fellows, University Fellows, Postdoctoral Fellows, Postdoctoral Research Associate/Senior Research Associates and Postdoctoral Research Scholars/Senior Research Scholars.
10. Administrative and Professional Contract Employees
11. ROTC Personnel
12. Athletic Coaches

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\*Hereinafter singularly designated as Department Chair and the academic unit as the Department.

**Section 2.** The terms "Faculty," "members of the Faculty" and "Faculty members" whenever used in the Agreement are defined to include only those Faculty members who are included in the bargaining unit pursuant to Section 1 of this Article.

**Section 3.** The University will deduct dues, as well as initiation fees and assessments, if any, in amounts specified by the Association from the pay of members of the Faculty upon receipt of individually-signed authorizations on a form which has been agreed upon by the University and the Association. If a Faculty member has revoked membership in the Association, the Association will promptly notify the University that henceforth the Representation Fee should be assessed instead of dues. The University has 30 days from notification by the Association to change the deduction from the assessment of dues to the assessment of the Representation Fee. The deduction of a Representation Fee from the payroll checks of members of the bargaining unit and its payment to the Association shall be automatic and will not require the authorization of the Faculty member. The University will continue the deduction of the Representation Fee from the payroll check of the bargaining unit member unless that bargaining unit member executes a membership authorization form.

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

**Section 4.** The University's obligation to make deductions for membership dues or the Representation Fee shall terminate automatically upon termination of employment.

**Section 5.** The Association agrees that it will indemnify and hold the University harmless from any and all claims, damages, actions, or suits of any nature arising out of, related to, or in any way connected with the enforcement or application of this Article.



### **ARTICLE III**

### **Management Rights**

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

## **ARTICLE IV**

### **Academic Freedom and Professional Responsibility**

**Section 1.** The parties recognize that membership in the academic profession carries with it both special rights and also special responsibilities. Accordingly, the parties reaffirm their mutual commitment to the concepts of academic freedom and professional responsibility.

**Section 2.** As stated in the American Association of University Professors' 1940 Statement of Principles on Academic Freedom and Tenure, Faculty members are entitled to freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. The principles of academic freedom and freedom of inquiry shall be interpreted to include freedom of expression in both traditional print and newly-emerging electronic formats such as the creation of digital images, web sites, or home pages.

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

**Section 3.** As stated in the American Association of University Professors' 1966 Statement on Professional Ethics, Faculty members, in exercising their professional roles as teacher, scholar and colleague, accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge, and to practice intellectual honesty in accord with the standards of expectation of their respective disciplines and of the University's Faculty Code of Professional Ethics.

## **ARTICLE V**

### **Nondiscrimination**

#### **Section 1. Equal Opportunity.**

The University and the Association affirm their belief in the moral and legal principles supporting an educational, professional and employment environment free of unlawful discrimination. The University and the Association agree that the University must remain a place where there exists the right freely to inquire, teach, discuss, publish, and disseminate the results of inquiry. To these ends, the parties support and pledge themselves to abide by the concepts of non-discrimination and academic freedom. The University is committed to maintaining an environment free of unlawful discrimination based on the list of protected categories and how they are defined as included in Section 3342-5-16 of the University Policy Register.

#### **Section 2. Prohibition against Unlawful Harassment.**

The University and the Association affirm their belief in the moral and legal principles supporting an educational, professional and employment environment free of unlawful harassment. The University and the Association mutually recognize the deleterious effect that sexual or other unlawful harassment has on the University environment. The University is committed to maintaining an environment free of unlawful harassment based on the list of protected categories and how they are defined as included in Section 3342-5-16 of the University Policy Register.

## **ARTICLE VI Governance**

### **Section 1. Open Communications and Faculty Governance.**

Both parties to this Agreement recognize the importance of open communication and meaningful consultation as part of the process of faculty governance. The parties recognize it is mutually desirable, whenever possible and on a timely basis, that:

- A. The Association inform the University of Faculty or Association concerns.
- B. The University inform the Faculty Senate, other appropriate bodies and the Association of planned new policies or changes to existing policies that substantially affect Faculty members in the areas of employment, teaching and research.

This section identifies open communication between the Association and the University as a critical element in faculty governance. However, it creates no rights enforceable under Article VII (Grievance Procedure) of this Agreement.

### **Section 2. Faculty Involvement in University Governance.**

- A. It is recognized that members of the Faculty are uniquely qualified to participate in the governance of the University, particularly with respect to academic matters. It is also recognized that Faculty members acting in concert with other constituencies within Kent State University can provide valuable contributions to all levels of the University administration. Accordingly, it is hereby declared to be the policy of the University and of the Association to cooperate in providing to members of the Faculty meaningful advisory and recommendatory participation in the governance of the University.
- B. During the term of this Agreement the procedures and committees hereinafter set forth shall be maintained as the minimum apparatus for providing Faculty participation in academic affairs of the University. However, the following apparatus is not exclusive, as it is further recognized that Faculty participation in the governance of Kent State University will also be provided through a variety of standing and/or ad hoc bodies as presently exist or as hereafter modified, terminated, or created by the Board of Trustees, the administration, and/or the Faculty.

### **Section 3. Faculty Participation in Department<sup>1</sup> Governance.**

- A. In view of the necessary participation of the Faculty in a department's academic affairs and the need that all Faculty members of the department shall be adequately represented, it is hereby agreed that a Faculty Advisory Committee (FAC) shall be established for each department, which committee shall be representative of the Faculty members of the department and shall, at all times, be comprised of such persons as shall be determined from time to time by the Faculty members of the department. The FAC may comprise, upon the vote of the members of the Faculty, the entire membership of the Faculty or such portion or representative persons from the

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<sup>1</sup> In this Article, "department" shall refer to both departments and schools and "Department Chair" shall refer to the chief administrative officer of a department or school.

department Faculty and full-time non-tenure track faculty members as may be determined by the members of the Faculty within the department.

In departments with five (5) or more full-time non-tenure track faculty on the Kent campus, at least one (1) representative of the Kent campus full-time non-tenure track faculty will be elected to the FAC by the Kent campus full-time non-tenure track faculty of the department. The tenure-track Faculty of each department shall decide whether and the extent to which there will be additional full-time non-tenure track faculty representatives on the Faculty Advisory Committee. In all cases, tenure-track Faculty members of the department shall constitute a majority of the members of the Faculty Advisory Committee. Full-time non-tenure track faculty members who are elected to the Faculty Advisory Committee shall not participate in personnel decisions regarding tenure-track Faculty members, including but not limited to appointment, reappointment, tenure, promotion, merit, or sanctions. This provision does not prohibit units from including full-time non-tenure track faculty members on search committees.

A representative (or representatives in such number as established by the college's section of the Faculty Handbook) to the College Advisory Committee (CAC) shall be elected from and by the department FAC. Department representatives to the CAC shall include at least one (1) tenured Faculty member.

- B. The entire Faculty of the department, acting on its own behalf and/or through the FAC adopted and empowered in accordance with the preceding paragraph, shall be the primary advisory and recommendatory body to the Department Chair on those academic matters which are central to the department's academic mission; on other matters on which the Department Chair seeks its recommendation; and, on other matters of concern to the FAC. Such matters include, but are not limited to:
- issues concerning reappointment, tenure, promotion and dismissal;
  - appointment of new faculty, including issues of rank and salary parameters;
  - performance reviews of full-time non-tenure track faculty;
  - allocation or re-allocation of faculty positions and academic staff positions including new and vacant positions;
  - program development, restructuring, and/or discontinuance;
  - evaluations relating to faculty salary increases and other salary adjustments, when and if applicable;
  - department-level planning and budget priorities, including review of requests for new funding and allocation of discretionary resources;
  - selection and structure of committees, including search committees;
  - issues related to teaching assignments and class schedules including appropriate application of workload equivalencies;
  - Faculty professional improvement, research and other leaves;
  - procedures for the establishment, review and revision of the academic unit's section of the Faculty Handbook;
  - issues related to the advising and retention of students;
  - ensuring that instructional standards are followed; and,
  - ensuring that class and other duties of Faculty members are met.

In addition, the FAC will review the academic qualifications of candidates for distinguished academic ranks. The review and recommendation of the FAC concerning candidates for distinguished academic ranks is limited to only the academic qualifications of the candidate(s) for distinguished academic rank and shall be made within fourteen (14) days of submission of the

candidate(s) to the FAC. Appointments to distinguished academic ranks will normally be made during the academic year. In unusual circumstances requiring summer review of a candidate for distinguished academic rank, the FAC may conduct its review and provide its recommendations via email or other appropriate electronic communication.

The FAC may delegate its duties to other department committees of which tenure-track Faculty members shall constitute a majority, either by a provision of the department's section of the Faculty Handbook or by specific recorded action of the full department Faculty or of the FAC.

Recognizing that the FAC is acting in a representative capacity for the Faculty of the department, it is expected that the FAC will communicate with the department Faculty concerning matters on which it has been consulted through the timely distribution of minutes of its meetings and other appropriate means. Minutes shall consist of a summary of the issues discussed and decisions reached, if any. The department Faculty will also participate in the activities of a variety of other standing and/or ad hoc committees relating to the above listed and other academic matters including, but not limited to, the Curriculum Committee established in the following section 3.C. In addition, at least once per semester, the Department Chair will call a meeting of all Faculty of the department for the purpose of keeping them informed on matters of department business, to facilitate the election of representatives to the FAC and other appropriate committees, and to transact other appropriate business.

- C. Each department shall establish at least one (1) Curriculum Committee as established by the department's section of the Faculty Handbook and elected by the Faculty of the department. In departments with five (5) or more full-time non-tenure track faculty, at least one (1) representative of the full-time non-tenure track faculty will be elected to the undergraduate Curriculum Committee by the full-time non-tenure track faculty of the department. The tenure-track Faculty of each department shall decide whether and the extent to which there will be additional full-time non-tenure track faculty representatives on any Curriculum Committee(s). In all cases, Faculty members of the department shall constitute a majority of the members of any Curriculum Committee. The Department Chair shall act as an ex officio non-voting member of the department Curriculum Committee(s).
- D. It is recognized in this Agreement that while the Department Chair is the chief administrative officer of the department and thus directly accountable to the Dean, the Chair or his/her equivalent is in a unique position in the collegial community in that he/she is also accountable to the Faculty members of the Department for which he/she is Chair. As such, he/she is responsible for recording, maintaining, and implementing the policies and procedures contained in the department's section of the Faculty Handbook which is to be developed and implemented after full consultation with the department Faculty. He/she is responsible for ensuring that such policies and procedures are in conformity with the University Policy Register, collegial rules and regulations, the rules of the Office of the Provost and for implementing regulations and the terms and conditions of this Agreement.

It is also recognized and agreed that while the Chair of the department shall be an ex officio non-voting member of the department FAC, and as such shall be an academic officer charged with the responsibility and the authority of representing the department in collegial and University matters, the Chair is also expected to be cognizant of and receive the advice of the available department Faculty before making decisions and/or recommending decisions to a higher academic officer. With respect to any matter on which the FAC has been consulted, the Chair will notify the FAC of his/her decisions and/or recommendations. In making written recommendations or reports to a higher academic officer on such matters, the Chair will indicate

the substance of pertinent FAC advice. The Chair routinely will inform the FAC of the status and final administrative determination on matters on which it has been consulted.

Given the dual nature of the relationship, it is particularly important that the Academic Unit Chair be sensitive to the interests, perspectives and preferences of the Academic Unit Faculty in the conduct of the unit's affairs, in conducting and setting agendas for meetings of the unit and its FAC, and in representing the unit's perspectives and interests, as well as his/her own administrative perspectives and judgments, in dealings and relationships external to the unit. Therefore, in fulfilling the obligations and responsibilities set forth in this Section, the Chair will consult with the interested members of the FAC so that the agenda for each meeting of the FAC shall include all matters of the department's business deemed important by the Chair and the FAC. While the Chair shall call meetings of the FAC for purposes of transacting department business, he/she shall take into consideration requests of any member of the FAC for a meeting and shall call a meeting any time at least one-half of the members of the FAC request that a meeting be called. While the Chair shall have the obligation of chairing meetings of the FAC called to transact department business, he/she shall do so in a way to assure that all matters on the agenda, including those placed there by members of the FAC, are adequately discussed, and that appropriate action is taken and recorded in the minutes. The elected Faculty representative to the CAC referenced in the preceding Section 3.A may also call, set agendas for, and chair meetings of the FAC, but it is understood that no business of the department may be transacted or represented as having been transacted at such meetings, although matters of concern to the Faculty may be discussed and added to the agenda of the next regular meeting of the FAC. Whenever a peer review involving any sanctions for cause under Article VIII of this Agreement is being carried out, the Department Chair shall temporarily turn over chairing of the department FAC meeting to the above-referenced elected Faculty representative to the CAC.

#### **Section 4. Faculty Participation in College Governance.**

A. It is agreed that a College Advisory Committee (CAC) composed of the elected representatives of each department FAC in the case of colleges with departments and/or schools and composed in accordance with procedures established in the unit's section of the Faculty Handbook in the case of colleges without departments or schools and University Libraries shall be established for each college within the University. The CAC shall act as an advisory and recommendatory committee to the Dean on all academic matters central to the college's academic mission; on other matters on which the Dean seeks its recommendation; and, on other matters of concern to the CAC. Such matters include, but are not limited to:

- college-level issues concerning reappointment, tenure, promotion, and dismissal;
- allocation or re-allocation of faculty positions and academic staff positions within the college;
- the proposed addition, elimination, or restructuring of academic units within the college;
- general guidelines regarding allocation of faculty salary increases from the Dean's salary increase pool and regarding other salary adjustments, when and if applicable;
- collegial planning and budget priorities including allocation of college discretionary resources;
- selection of faculty members for, and structure of, college committees;
- professional improvement and other leaves, if and as appropriate;
- procedures for the establishment, review and appropriate revision of the college's section of the Faculty Handbook; and,
- college-level issues related to the advising and retention of students.

In addition, the CAC will review the academic qualifications of candidates for distinguished academic ranks. The review and recommendations of the CAC concerning candidates for distinguished academic ranks is limited to only the academic qualifications of the candidate(s) for distinguished academic rank and shall be made within fourteen (14) days of submission of the candidate(s) to the CAC. Appointments to distinguished academic ranks will normally be made during the academic year. In unusual circumstances requiring summer review of a candidate for distinguished academic rank, the CAC may conduct its review and provide its recommendations via email or other appropriate electronic communication.

The CAC may delegate its duties to the curriculum committee or other standing committees in the College of which Faculty shall constitute a majority, either by provision of the college's section of the Faculty Handbook or by recorded action of the CAC.

Recognizing that the CAC is acting in a representative capacity for the Faculty of the college, it is expected that the CAC will communicate with the college Faculty concerning matters on which it has been consulted through the timely distribution of minutes of its meetings and other appropriate means. Minutes shall consist of a summary of the issues discussed and decisions reached, if any.

The Dean shall be an ex officio non-voting member of the CAC and shall, with respect to the transacting of the business of the College, function in relation to the CAC in accordance with the general guidelines set forth in the preceding Section 3.D with respect to a Department Chair and the department FAC.

- B. Colleges without departments or schools, and University Libraries do not have academic departments or schools through which they report to the University-wide administrative level and, therefore, have only one Faculty advisory body. The Faculty of each college without departments or schools and University Libraries shall elect a College Advisory Committee (CAC) in accordance with procedures established in the unit's section of the Faculty Handbook. Each CAC shall be of college rank in the governance structure of the University and shall undertake the governance responsibilities and advisory roles identified separately for FACs and CACs in Sections 3 and 4 of this Article. The arrangements by which these responsibilities are to be discharged in a fashion appropriate to the distinctive structure, composition, programmatic mission, and reporting relationships of the college without departments or schools and University Libraries and shall be specified in the unit's section of the Faculty Handbook in accordance with the provisions of Section 7 of this Article.

In Colleges without departments or schools and University Libraries with five (5) or more full-time non-tenure track faculty on the Kent campus, at least one (1) representative of the Kent campus full-time non-tenure track faculty will be elected to the CAC by the Kent campus full-time non-tenure track faculty of the College. If the Regional College has five (5) or more full-time non-tenure track faculty, at least one (1) representative of the full-time non-tenure track faculty will be elected to the CAC by the full-time non-tenure track faculty of the College. The tenure-track Faculty of each college without departments or schools and University Libraries shall decide whether and to what extent there will be additional full-time non-tenure track faculty member representatives on the College Advisory Committee and other committees of the academic unit. In all cases, tenure-track Faculty members of the academic unit shall constitute a majority of the membership of the CAC and Curriculum Committee. In no case shall full-time non-tenure track faculty members participate in personnel decisions regarding tenure-track Faculty members, including but not limited to appointment, reappointment, tenure, promotion, merit, or sanctions. This provision does not prohibit units from including full-time non-tenure



track faculty on search committees, as deemed appropriate or specified in the academic unit's section of the Faculty Handbook.

The CAC of colleges without departments or schools and University Libraries shall each elect a tenured member of its Faculty as a representative to the Provost's Advisory Council (PAC). Each college without departments or schools and University Libraries shall establish at least one Curriculum Committee composed in accordance with the academic unit's section of the Faculty Handbook and elected by the Faculty of the academic unit. In units with five (5) or more full-time non-tenure track faculty, at least one (1) representative of the full-time non-tenure track faculty will be elected to the undergraduate Curriculum Committee by the full-time non-tenure track faculty of the unit. The tenure-track Faculty of the unit shall decide whether and the extent to which there will be additional full-time non-tenure track faculty representatives on any Curriculum Committee(s). In all cases, tenure-track Faculty of the academic unit shall constitute a majority of the members of any Curriculum Committee. The Dean shall act as an ex officio non-voting member of the Curriculum Committee(s).

- C. There shall also be established for each college with departments and/or schools a Curriculum Committee composed of a representative (or representatives in such number as established by the college's section of the Faculty Handbook) elected from and by each department Curriculum Committee. This Curriculum Committee shall act as an advisory and recommendatory committee to the Dean on all matters of curriculum and course offerings in which the department Curriculum Committees are involved. The Dean, or his/her designee shall act as an ex officio non-voting member of the college Curriculum Committee and shall, with respect to the transacting of the business of the Curriculum Committee, function in accordance with the principles set forth in the preceding Section 3.D.

## **Section 5. Faculty Participation in University Governance.**

- A. Faculty participation in University-wide academic affairs is exercised primarily through the elected Faculty Senate and the several committees, commissions and councils established by or in accord with the Charter and Bylaws of the Faculty Senate incorporated in the University Policy Register at 2-05 and 2-06.
- B. The Educational Policies Council, as established by the Charter and Bylaws of the Faculty Senate and operating in accordance with the provisions of 2-07 of the University Policy Register, shall be the primary advisory body on curriculum matters at the University-wide level.
- C. The Provost's Advisory Council (PAC) shall be composed of tenured Faculty members elected one (1) each by each College Advisory Committee (CAC) and by the advisory committee of University Libraries, and also of the elected Faculty chair of the Regional Campuses Faculty Advisory Council (RCFAC). Recognizing that PAC members are acting in a representative capacity for the advisory bodies that elected them, it is expected that PAC members will regularly communicate with their electing advisory bodies concerning matters upon which the PAC has been consulted by the Provost and the nature of their recommendations if any. Members of the PAC may or may not be elected members of their respective CAC. In the event that an elected PAC member is not currently a member of the CAC by which elected, he/she shall, by virtue of membership on the PAC, also become an at-large, non-voting member of the CAC. The Provost or the designee of the Provost shall act as an ex officio, non-voting member of the PAC and shall, with respect to the transacting of the business of the PAC, function in accordance with the principles set forth in the preceding Section 3.D. If it so chooses, the PAC, by formal recorded

action, may adopt a schedule whereby designated members, on a rotating basis, shall serve two-year terms in order to assure a continuity of membership from one academic year to the next. The Provost will call a meeting of the PAC at least twice per semester. The PAC shall act as a consultative advisory committee to the Provost on matters central to the University's academic mission; on other matters on which the Provost seeks its recommendation; and, on other matters of concern to the PAC. Such matters include, but are not limited to:

- issues of University-level significance within the Division of Academic Affairs;
- consultation and advice in the development of academic and budgetary priorities for the Provost's annual Planning and Budget Report for the Division of Academic Affairs prior to determination of its final form;
- recommendation of Faculty to serve on the Kent Campus University-level tenure and promotion advisory boards;
- consultation on newly-proposed provisions of and/or revisions to College, Regional Campus or University Libraries sections of the Faculty Handbook which are in dispute; and
- consultation on Faculty members whom the Provost is considering for appointment to the University Patent and Copyright Board. In filling vacancies on the University Patent and Copyright Board, the Provost will recognize the following principles: there shall be an equal number of Faculty and administrative members on the Board; Faculty members on the Board should serve staggered terms; and Faculty members on the Board should be from different academic departments.

#### **Section 6. Regional Campus Faculty Participation in Regional Campus and Kent Campus Governance.**

- A. It is recognized that while Regional Campus Faculty hold their appointments specifically in the Regional Campuses System, they are also regular members of their respective departments and colleges and, as such, have rights and responsibilities to the academic unit and college as well as to the campus of which they are resident Faculty. Consequently, Regional Campus Faculty will be represented on key department and college committees, which shall, where practicable, include, but not be limited to, the following: department FAC; college CAC; Search Committees; Review Committees; Promotion and Tenure Committees; and committees considering curriculum, department or college policy, instructional standards, and program development. It is the Faculty's responsibility to insure that Regional Campus Faculty members are appropriately represented on the above referenced committees. Procedures to implement representation shall be included in the appropriate department and college sections of the Faculty Handbook.
- B. Regional Campus Faculty, in addition to participating in academic and related governance through the department and college governance mechanisms also can provide valuable contributions to the governance of regional campuses. Accordingly, it is hereby agreed that the following described committees shall be maintained as a minimum apparatus to provide Regional Campus Faculty meaningful advisory and recommendatory participation in the governance of each regional campus and of the Regional Campuses System.

1. Each regional campus shall establish a Faculty Council (FC), which shall be representative of the Faculty members primarily assigned to the regional campus and shall at all times be comprised of such persons as shall be determined from time to time by the Faculty members primarily assigned to the regional campus. Primary assignment will be determined annually based upon the teaching load in the Fall Semester. The Faculty Council may comprise, upon the vote of the members of the Faculty, the entire membership of the Faculty or such portion or representative persons from the Regional Campus Faculty as may be determined by the members of the Faculty who are primarily assigned to the regional campus.

At Regional Campuses with five (5) or more full-time non-tenure track faculty, at least one (1) representative of the full-time non-tenure track faculty will be elected to the FC by the full-time non-tenure track faculty of the Regional Campus. The tenure-track Faculty on each regional campus shall decide whether and the extent to which there will be additional full-time non-tenure track faculty representatives on the Faculty Council. In all cases, tenure-track Faculty members shall constitute a majority of the members of the Faculty Council. If a regional campus elects to include full-time non-tenure track faculty as members of the Faculty Council, these members shall not participate in personnel decisions regarding Faculty members, including but not limited to appointment, reappointment, tenure, promotion, merit, or sanctions. This provision does not prohibit regional campuses from including full-time non-tenure track faculty on search committees.

A Chair of the Faculty Council shall be elected from and by the Regional Campus Faculty Council. Due to the significant leadership responsibilities, the Chair of the Faculty Council shall normally be a tenured Faculty member. The Chair of the Faculty Council shall, after consultation with the Regional Campus Dean, call, chair and set agendas for meetings of the Council. The Dean shall have the right, after consulting with the Chair of the Faculty Council, to call the Council into special session, but such meetings shall also be chaired by the Chair of the Council or his/her designee. The Regional Campus Dean shall serve as ex officio non-voting member of the Faculty Council.

With respect to any matter on which the FC has been consulted, the Regional Campus Dean will notify the FC of his/her decisions and/or recommendations. In making written recommendations or reports, the Chair of the Faculty Council will indicate the substance of pertinent FC advice. The Regional Campus Dean routinely will inform the FC of the status and final administrative determination on matters on which it has been consulted.

Each regional campus Faculty Council shall act as the primary advisory and recommendatory body to the Regional Campus Dean on all matters central to the regional campus' academic mission; on other matters on which the Dean seeks its recommendation; and, on other matters of concern to the FC. Such matters include, but are not limited to:

- issues concerning reappointment, tenure and promotion, and dismissal of Faculty whose primary assignment is at the campus;
- appointment of new faculty whose primary assignment is at the campus, including issues of rank and salary parameters;

- performance reviews of full-time non-tenure track faculty whose primary assignment is at the campus;
- allocation or re-allocation of faculty positions and academic staff positions, including new and vacant positions;
- campus program development, restructuring, and/or discontinuance;
- evaluations relating to faculty salary increases and other salary adjustments, when and if applicable;
- campus planning and budget priorities, including the review of requests for new funding in support of academic programs and allocation of discretionary resources;
- selection and structure of campus-wide committees, including search committees; issues related to teaching assignments and class schedules, including appropriate application of workload equivalencies;
- Faculty professional improvement, research and other leaves;
- procedures for the establishment, review and appropriate revision of the campus' section of the Faculty Handbook;
- issues related to the advising and retention of students;
- ensuring that instructional standards are followed; and
- ensuring that class and other duties of Faculty members are met.

In addition, the FC will review the academic qualifications of candidates for distinguished academic ranks. The review and recommendations of the FC is limited to only the academic qualifications of the candidate(s) for distinguished academic ranks and shall be made within fourteen (14) days of submission of the candidate(s) to the FC. Appointments to distinguished academic ranks will normally be made during the academic year. In unusual circumstances requiring summer review of a candidate for distinguished academic rank, the FC may conduct its review and provide its recommendations via email or other appropriate electronic communication.

The FC may delegate its duties to other campus committees of which tenure-track Faculty shall constitute a majority or to the chair of the FC, either by provision of the campus's section of the Faculty Handbook or by specific recorded action of the full campus Faculty or of the FC.

In connection with the annual performance evaluation of Assistant/Associate Deans, the Regional Campus Faculty Council Chair and/or the FC shall provide the Campus Dean with appropriate feedback.

Recognizing that the FC is acting in a representative capacity for the Faculty of the regional campus, it is expected that the FC will communicate with the campus Faculty concerning matters on which it has been consulted through the timely distribution of minutes of its meetings and other appropriate means. Minutes shall consist of a summary of the issues discussed and decisions reached, if any. The campus Dean will have an opportunity for a timely review of the minutes prior to their distribution.

A Search committee, if it so chooses, shall be permitted to rank candidates recommended for appointment to the regional campus faculty. It is also expected that regional campus Faculty will participate in the activities of a variety of other standing and/or ad hoc committees relating to the operation of each regional campus, including participation with respect to Faculty affairs in any administrative review of Regional Campus Deans.

2. There is also established a Regional Campuses Faculty Advisory Council (RCFAC) composed of the Chair of each regional campus Faculty Council. The RCFAC shall act as an advisory and recommendatory committee to the Provost on academic matters referred to it by the Provost and/or by any Regional Campus Faculty Council. The Provost, or his/her designee, shall act as an ex officio non-voting member of the RCFAC. The Chair of the RCFAC shall, after consultation with the Provost, or his/her designee, call, chair and set agendas for meetings of the RCFAC. The Provost, or his/her designee, shall have the right, after consulting with the Chair of the RCFAC, to call the RCFAC into special session, but such meetings shall also be chaired by the Chair of the RCFAC or his/her designee. The RCFAC shall be involved in an advisory and recommendatory role with respect to academic matters involving all Regional Campuses; other matters on which the Provost, or his/her designee seeks its recommendation; and, on other matters of concern to the RCFAC. Such matters include, but are not limited to:
- academic standards;
  - professional standards;
  - curriculum and program development;
  - conformance of Local Campus and Regional Campus policies and University Policies;
  - recommendation of Faculty to serve on the Regional Campuses University-level tenure and promotion advisory boards.

With respect to any matter on which the RCFAC has been consulted, the Provost, or his/her designee, will notify the RCFAC of his/her decisions and/or recommendations. In making written recommendations or reports, the Chair of the RCFAC will indicate the substance of pertinent RCFAC advice. The Provost, or his/her designee, routinely will inform the RCFAC of the status and final administrative determination on matters on which it has been consulted.

## **Section 7. Faculty Handbook.**

- A. The University and the Association agree that a well-designed, easily-accessible and informative Faculty Handbook is important to the Faculty and to the academic mission of the University. The University and the Association also agree that the Faculty Handbook should facilitate the consistent implementation of University Policies and Procedures while also taking into consideration issues and processes that are unique to Departments, Schools and their Colleges, Colleges without departments and schools, University Libraries and the Regional Campuses. The University and the Association further agree that the implementation of a university-wide Faculty Handbook is best carried out through the process of shared governance.
- B. A university-wide Faculty Handbook shall be developed to ensure the consistent implementation and application of University Policies and Procedures. This university-wide Faculty Handbook will include information about University Policies and Procedures which concern the terms and conditions of employment of all Faculty members. This university-wide Faculty Handbook shall not modify or contain any provision that is inconsistent with University policies and procedures as included in the University Policy Register.
- C. No later than the end of the second week of the Spring semester 2016, the Associate Provost for Faculty Affairs will reconvene the existing university-wide handbook committee. Once the committee is convened and the web-based university-wide section of the Faculty Handbook has

been made available, the committee will have forty-five (45) days to complete and forward the contents of that section to the Provost for review and approval. The Provost may request revisions before giving final approval. The Provost shall consult with the Provost's Advisory Council (PAC) before making a final determination on any provision in dispute before certifying final approval of the university-wide Faculty Handbook.

- D. The university-wide Faculty Handbook, and any of the sections referenced below, will be maintained by the University on the Faculty Affairs website. The University will annually provide information on the Faculty Handbook's electronic location to all Faculty members and the Association.
- E. Once the university-wide Faculty Handbook is completed and made available on the Faculty Affairs website, Colleges, academic units, and Regional Campuses will submit language from handbooks currently in effect as their sections of the university-wide Faculty Handbook as specified in section F below. At that time, the university-wide Faculty Handbook and any College, academic unit, and Regional Campus Sections thereof will be the only official Faculty Handbook. Until that time, existing College, academic unit, and Regional Campus handbooks and any revisions thereto approved in accordance with section G below remain in effect.
- F. College, Academic Unit, and Regional Campus Handbook Sections.
  - 1. By the end of the semester following completion of the university-wide Faculty Handbook, each College with Departments and Schools will revise, as needed, and submit its section of the Faculty Handbook. The College with Departments and Schools sections of the Faculty Handbook shall include only those items specific to the College which concern the terms and conditions of employment of Faculty members in the College.
  - 2. By the end of the semester following completion of the university-wide Faculty Handbook, each Department/School will submit language from the Department/School Handbook currently in effect as its section of the university-wide Faculty Handbook.
    - a. The section of the Faculty Handbook from a Department/School shall be organized into the following sub-sections:
      - i. Matters of Department/School Governance and related procedures;
      - ii. Teaching assignments and workload including workload equivalencies and related procedures;
      - iii. Reappointment, tenure and promotion criteria and the criteria and processes relating to other faculty personnel actions;
      - iv. Criteria, performance expectations, and Department/School procedures relating to Faculty Excellence Awards;
      - v. Other Department/School guidelines.
    - b. The parties to this Agreement recognize that provisions contained in subsection v. are not subject to the grievance and appeals procedure contained in Article VII of this Agreement. In the event that a Faculty member believes that an administrator is not complying with a provision of sub-section v., that Faculty member can request that the matter be reviewed by the College CAC.

- c. The FAC of the Department/School, following consultation with the Department/School Chair, will make the initial determination concerning which language from the handbook currently in effect is to be included in each of the sub-sections listed above. By the end of the semester following the submission of the Department/School section of the Faculty Handbook, the Office of the Provost can question the appropriateness of a particular provision for inclusion in subsections i., ii., iii., or iv. If the Department/School FAC, the Department/School Chair, and the Office of the Provost cannot come to agreement on the provisions in dispute, the matter will be heard by a subcommittee of three (3) Faculty members and two (2) administrators from the university-wide handbook committee established above in 7.C. and chosen by the committee which will make a final determination on the provisions in dispute. The Department/School FAC and the Office of the Provost will have equal opportunity to present their respective positions before the subcommittee renders a final determination.
- 3. By the end of the semester following completion of the university-wide Faculty Handbook, each College without Departments and Schools and University Libraries will submit the College or University Libraries Handbook currently in effect as its section of the university-wide Faculty Handbook.
  - a. The section of the Faculty Handbook from a College without Department and Schools or University Libraries shall be organized into the following sub-sections:
    - i. Matters of academic unit Governance and related procedures;
    - ii. Teaching assignments and workload including workload equivalencies and related procedures;
    - iii. Reappointment, tenure and promotion criteria and the criteria and processes relating to other faculty personnel actions;
    - iv. Criteria, performance expectations, and academic unit procedures relating to Faculty Excellence Awards;
    - v. Other academic unit guidelines.
  - b. The parties to this Agreement recognize that provisions contained in subsection v. are not subject to the grievance and appeals procedure contained in Article VII of this Agreement. In the event that a Faculty member believes that an administrator is not complying with a provision of sub-section v., that Faculty member can request that the matter be reviewed by the PAC.
  - c. The College or University Library CAC, following consultation with the College or University Library Dean, will make the initial determination concerning which language from the handbook currently in effect is to be included in each of the sub-sections listed above. By the end of the semester following the submission of the College or University Library section of the Faculty Handbook, the Office of the Provost can question the appropriateness of a particular provision for inclusion in subsections i., ii., iii., or iv. If the College or University Libraries CAC, the College or University Libraries Dean, and the Office of the Provost cannot come to agreement on the provisions in dispute, the matter will be heard by a subcommittee of three (3) Faculty members and two (2) administrators from

the university-wide handbook committee established above in 7.C and chosen by the committee which will make a final determination on the provisions in dispute. The College or University Libraries CAC and the Office of the Provost will have equal opportunity to present their respective positions before the subcommittee renders a final determination.

4. By the end of the semester following completion of the university-wide Faculty Handbook, each Regional Campus will submit the Regional Campus' Handbook currently in effect as its section of the university-wide Faculty Handbook.
  - a. The section of the Faculty Handbook from a Regional Campus shall be organized into the following sub-sections:
    - i. Matters of Regional Campus Governance and related procedures;
    - ii. Teaching assignments and workload including workload equivalencies and related procedures;
    - iii. The weighting of reappointment, tenure and promotion criteria and the criteria and processes relating to other faculty personnel actions;
    - iv. Criteria, performance expectations, and Regional Campus procedures relating to Faculty Excellence Awards;
    - v. Other Regional Campus guidelines.
  - b. The parties to this Agreement recognize that provisions contained in subsection v. are not subject to the grievance and appeals procedure contained in Article VII of this Agreement. In the event that a Faculty member believes that an administrator is not complying with a provision of sub-section v., that Faculty member can request that the matter be reviewed by the RCFAC.
  - c. The Regional Campus FC, following consultation with the Regional Campus Dean, will make the initial determination concerning which language from the handbook currently in effect is to be included in each of the sub-sections listed above. By the end of the semester following the submission of the Regional Campus section of the Faculty Handbook, the Office of the Provost can question the appropriateness of a particular provision for inclusion in subsections i., ii, iii, or iv. If the Regional Campus FC, the Regional Campus Dean, and the Office of the Provost cannot come to agreement on the provisions in dispute, the matter will be heard by a subcommittee of three (3) Faculty members and two (2) administrators from the university-wide handbook committee established above in 7.C and chosen by the committee which will make a final determination on the provisions in dispute. The Regional Campus FC and the Office of the Provost will have equal opportunity to present their respective positions before the subcommittee renders a final determination.

G. Approval Process

1. College, Department/School, University Libraries, or Regional Campus Handbook language currently in effect shall not require additional approval for inclusion in the initial version of the university-wide Faculty Handbook.



2. If new Colleges, Departments/Schools or Regional Campuses are established by the University, the following will apply to the development of a new section of the Faculty Handbook for the newly-created entity:
  - a. The College section of the Faculty Handbook shall be developed by the CAC and the Dean and shall be subject to final approval by the Provost. In reviewing College sections of the Faculty Handbook, the Provost may request revisions before lending final approval. If these revisions are not adopted at the College level, the Provost shall consult with the Provost's Advisory Council before making final determination on any provision in dispute and certifying final approval of the handbook.
  - b. The Department/School section of the Faculty Handbook shall be developed by the departmental FAC and the Chair/Director and shall be subject to final approval by the Dean. In reviewing Department/School sections of the Faculty Handbook, the Dean may request revisions before lending final approval. If these revisions are not adopted at the department level, the Dean shall consult the College Advisory Committee with regard to the provisions in dispute before making a final determination and certifying final approval of the handbook.
  - c. The Regional Campus section of the Faculty Handbook shall be developed by the campus FC and the Dean and shall be subject to final approval by the Provost. In reviewing this section of the Faculty Handbook, the Provost may request revisions before lending final approval. The Provost shall consult with the Regional Campuses Faculty Advisory Council with regard to the provisions in dispute before making a final determination and certifying final approval of the handbook.
3. College, Department/School, University Libraries, and Regional Campus sections of the Faculty Handbook will be reviewed and revised, as needed, but at least once every three (3) years.
  - a. The university-wide section of the Faculty Handbook, as well as, College or University Library sections of the Faculty Handbook shall be developed by the CAC and the Dean and are subject to final approval by the Provost. In reviewing proposed revisions to College sections of the Faculty Handbook, the Provost may request revisions before lending final approval. If these revisions are not adopted at the College level, the Provost shall consult with the Provost's Advisory Council before making final determination on any provision in dispute and certifying final approval of the handbook.
  - b. Revisions to existing Department/School sections of the Faculty Handbook shall be developed by the FAC and the Chair and are subject to final approval by the Dean. In reviewing proposed revisions to Department/School sections of the Faculty Handbook, the Dean may request revisions before lending final approval. If these revisions are not adopted at the department level, the Dean shall consult the College Advisory Committee with regard to the provisions in dispute before making a final determination and certifying final approval of the handbook.

- c. Revisions to existing Regional Campus sections of the Faculty Handbook shall be developed by the FC and the Campus Dean and are subject to final approval by the Provost. In reviewing proposed revisions to Regional Campus sections of the Faculty Handbook, the Provost may request revisions before lending final approval. The Provost shall consult with the Regional Campuses Faculty Advisory Council with regard to the provisions in dispute before making a final determination and certifying final approval of the handbook.
  - d. Administration of and revisions to the university-wide section of the Faculty Handbook shall be the responsibility of the Provost's Advisory Council (PAC) and any revision shall be subject to approval by the Provost.
- 4. Administrators responsible for approving new or newly-revised sections of the Faculty Handbook shall provide a response within ninety (90) days of receipt. If any proposed new section or proposed revisions to an existing section of the Faculty Handbook is rejected, the administrator with final approval authority shall provide a substantive response, i.e., a written rationale for his/her decision and suggestions for acceptable alternative wording. If no response has been received within ninety (90) days of the most recent submission to the responsible administrator on a proposed new or newly revised section of the Faculty Handbook, the proposed new or newly-revised section shall become effective and shall remain in full force and effect on an interim basis unless and until the responsible administrator either certifies formal approval or submits suggestions for modifications and revisions, as described above. Upon receipt of the responsible administrator's substantive response, the College, academic unit, or Regional Campus will re-submit the revised section to the administrator within sixty (60) days of receipt. The responsible administrator will provide subsequent substantive responses to the academic unit or regional campus within thirty (30) days. If no substantive response has been received within one hundred eighty (180) days of initial receipt by the responsible administrator, or within ninety (90) days of the most recent re-submission from the academic unit, the proposed new section or proposed revisions shall be considered as having received final approval of the administrator responsible for reviewing the new or newly revised section of the Faculty Handbook.
- 5. The University will explore the possibility of using an electronic submission and tracking system for handbook revisions, such that each submission, approval, or rejection is time/date stamped.
- 6. The Association will be notified within fifteen (15) days of any changes to the Faculty Handbook including all sections referenced above.
- H. The Faculty Handbook or any section thereof shall not conflict with or modify any University Policy or this Agreement.

## **Section 8. Faculty Participation in the Selection and Review Process of Department Chairs.**

### **A. Selection Process**

It is essential that Faculty members be involved in the selection process for Department Chairs. Such involvement is particularly important in the initial screening and evaluating of candidates

for these positions. Accordingly, it is agreed that the Faculty will participate and cooperate in the selection process as set forth below:

1. When a vacancy occurs in a Chair position, the responsible Dean may either immediately institute a search process to secure a Chair for a full term or, under appropriate circumstances, appoint an Interim<sup>2</sup> Chair for a term not to exceed one (1) full academic year. If the Dean decides to appoint an Interim Chair, the department FAC will forward a maximal list of department Faculty members who are willing to serve and deemed acceptable by the FAC; the Dean must appoint an individual as Interim Chair from this maximal list. At any point during or after the appointment of an Interim Chair, the Dean may choose to institute the search process to secure a Chair for a full term.
2. When the search process is instituted, the responsible Dean shall cause a search committee to be established. A majority of the search committee shall be elected from and by the Faculty within the department. Additional Faculty members may be appointed to the search committee by the Dean either from within or without the department. Additional full-time non-tenure track faculty members may be appointed to the search committee by the Dean from within the department. It is recognized as desirable that the search committee shall be representative of the overall makeup of the department Faculty. Following consultation with the Faculty Advisory Committee of the academic unit, the Dean shall appoint the chair of the search committee.
3. The search committee shall, in accordance with procedures established by the department and approved by the Dean, institute a search and initial screening of qualified candidates for the open position.
4. All members of the Faculty within the department shall be given a reasonable opportunity to participate in the assessment of all candidates screened and deemed qualified and acceptable by the search committee. The assessment by Faculty members shall be in accordance with procedures adopted by the department and approved by the Dean.
5. A panel of qualified candidates, which panel shall normally consist of at least three (3) persons, shall, after assessment by the Faculty, be forwarded to the responsible Dean. If the department desires, the candidates forwarded to the Dean may be ranked in order of Faculty preference. This preferential ranking is advisory to the Dean.
6. In the event none of the candidates forwarded by the search committee is ultimately appointed to fill a vacancy, the Dean shall either cause the selection of a new search committee, in accordance with the above procedure, or direct the existing search committee to submit a new panel of qualified candidates. Such direction from the Dean shall include a written statement of the reasons why each of the candidates on the prior panel was not appointed. The search committee and the department Faculty shall then proceed as before in selecting, assessing, and forwarding a qualified panel of candidates to the Dean.

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<sup>2</sup> When used within this article to modify a specific administrative title, “Interim” refers to an individual temporarily appointed to fill a vacancy in that administrative position.

B. Review Process

The Chair carries no continuing tenure protection as an administrative officer. He/she may resign as Chair without prejudice to any future role as a Faculty member of the department. The appointment of a Chair may be terminated at any time during his/her term of office by action of the Board of Trustees on recommendation of the President.

In order to assist in making a determination, the Dean or other appropriate administrative officer may institute an administrative review of the Chair's performance at any time.

It is further recognized that the Chair also is accountable to the Faculty members of the department for which he/she is Chair.

1. Periodic Review of Department Chairs.

- a. To accomplish a department Faculty assessment of the performance of the Department Chair, the Dean shall institute a performance review during the Spring semester of the third year of a Chair's service of a renewable four (4) year term in office. The Chair may choose not to seek appointment to another term or may, without prejudice, withdraw at any time during the review process. In either event, the review shall be canceled. Where the review is instituted pursuant to Section 8.B.1, the Chair shall complete the remainder of the current term. Where the review is instituted pursuant to Section 8.B.2, the Chair will not serve beyond the end of the academic year, provided that at least thirty (30) days shall elapse between the Dean's notice of final decision to the Faculty and the Chair and the effective date of the action. Should thirty (30) days not be available before the conclusion of the academic year, the decision shall become effective thirty (30) days after formal notice has been given. In either event, the Dean shall proceed with the selection of a new or an Interim Chair in accordance with part A of this Section.
- b. To accomplish a review the Dean shall cause a review committee to be established. A majority of the review committee shall be elected from and by the Faculty within the department. The Dean may appoint additional Faculty members, and only Faculty members, to the review committee either from inside or outside the department. It is recognized as desirable that the review committee shall be representative of the overall makeup of the department Faculty. After the formation of the review committee, the elected members of the committee, if they so desire, may make a recommendation to the Dean as to the appointment of a chair of the review committee. Following consideration of this recommendation, if any, and consultation with the Faculty Advisory Committee of the academic unit, the Dean shall then appoint the chair of the review committee.
- c. The review committee shall, in accordance with procedure established by the department and approved by the Dean, assess the performance of the Chair. The procedure shall provide all department Faculty members a reasonable opportunity to participate in the assessment.

- d. The review committee shall submit a written report of its findings, including recommendations, to the Dean, who shall make the report available to the department Faculty. Within thirty (30) days of receipt of the report, the Dean shall make available to the Chair and the department Faculty, the Dean's written response and the reasons for his/her response.
- e. If the Dean disagrees with the recommendation of the review committee, he/she will meet and confer with the Faculty of the department within fifteen (15) days of having delivered the response referenced in B.1.d., above, and prior to making a final determination on reappointment of the Chair to another four (4) year term.
- f. If the decision by the Dean is not to reappoint the Chair for another four (4) year term, a new Chair will be selected following the process stated under Selection Process (Section 8.A.).

Prior to the conclusion of the fall semester of each academic year, the Office of Faculty Affairs shall provide the Association with a list of department Chairs scheduled to undergo during that academic year the periodic review referenced in B.1. of this section. Prior to the conclusion of the spring semester the Office of Faculty Affairs and Curriculum shall provide the Association with a report on the results or status of those reviews. Ordinarily, it shall be expected that the reviews shall be conducted and concluded during the academic year in which they are undertaken.

## 2. Extraordinary Review of Department Chairs.

- a. *General Principles.* The Association and the University encourage the relevant dean, Faculty, and chair to attempt to openly and informally resolve the respective circumstances and issues prior to the initiation of the Extraordinary Review process. However, it is recognized that, under unusual and compelling circumstances, either the Dean may choose to institute or a department Faculty may request a review of a Chair prior to the regularly scheduled review referenced in Section 8.B.1. above.
  - i. Such an extraordinary review shall be undertaken only once during the four (4) year term of a Department Chair.
  - ii. The review will be undertaken during the semester following the semester in the course of which a petition bearing the requisite number of Faculty signatures is submitted to the office of the Dean.
  - iii. Upon receipt of a petition requesting an extraordinary review, as described in 2.b. below, the Dean shall immediately notify the Chair, the department Faculty, the Association, and the Office of the Provost of the receipt of the petition and of the schedule by which the requested review will be conducted in the following semester.
  - iv. If the Dean's decision at the conclusion of an Extraordinary Review process is to not continue the Chair in that administrative capacity, that decision shall become effective no later than the conclusion of the academic year during which the review was conducted provided that, as

specified in Section 8.B.1.a. above, at least thirty (30) days shall elapse between the notification date of the Dean's decision and the effective date of the action.

b. *Initiation and Review Procedures.*

- i. A petition requesting an extraordinary review that is submitted to the Dean during the *first three semesters*, excluding summers, of a Chair's *initial* four-year term in that administrative capacity shall require the signatures of either two-thirds of the *tenured* Faculty of the academic unit or of sixty percent (60%) of the full department Faculty to initiate the review process.
  - (a) The review shall be an administrative one, conducted by the Dean, as described in 8.B.2.c., below.
  - (b) If the Dean's decision at the conclusion of the administrative review process is to continue the Chair in that administrative capacity, the Chair shall serve out the remainder of the four-year administrative term. The regular *periodic review of Department Chairs* for possible reappointment to a second four-year term shall take place, as scheduled, in the Spring semester of the third year of the initial term, as provided in Section 8.B.1., above.
- ii. A petition requesting an extraordinary review that is submitted to the Dean during the *first two semesters* of a Chair's *second*, or subsequent, four-year term in that administrative capacity shall require the signatures of sixty percent (60%) of the full department Faculty to initiate the review process.
  - (a) The review shall be conducted in accordance with the procedures for the *periodic review of Department Chairs*, as specified in Section 8.B.1. above.
  - (b) If the Dean's decision at the conclusion of the review process is to retain the Chair in that administrative capacity, the Chair shall be reappointed to a full four-year term commencing with the academic year immediately following the academic year in which the requested extraordinary review was conducted.
- iii. A petition requesting an extraordinary review of a Chair's performance that is submitted at a time during the Chair's term, whether the initial or a subsequent four-year term, other than as specified in 1) or 2), above, shall require the signatures of a simple majority (50% plus 1) of the department Faculty to initiate the review process.
  - (a) The review shall be conducted in accordance with the procedures for the *periodic review of Department Chairs*, as specified in Section 8.B.1. above.

- (b) The Dean's options at the conclusion of the review shall be either to reappoint the Chair to a full new four-year term commencing with the academic year immediately following the academic year in which the extraordinary review was conducted or to conclude the Chair's administrative appointment at or prior to the conclusion of the academic year during which the extraordinary review was conducted.
- (c) In the event that the requested extraordinary review should coincide, either in its initiation or in its effect, with the semester during which the regular *periodic review* provided for in Section 8.B.1., above, is scheduled to be conducted, the *periodic review* shall be proceeded with. The only modification from the provisions of Section 8.B.1., above, in such a circumstance would be with regard to the effective date of the conclusion of the Chair's administrative appointment should the Dean's decision at the conclusion of the review be not to reappoint the Chair to an additional four-year term. In such an instance, the Chair's term would conclude at the conclusion of the academic year during which the review was conducted rather than at the end of the four-year administrative term.

c. *Administratively-conducted Review Procedures.*

- i. At the outset of an administratively-conducted extraordinary review process initiated by the submission of a Faculty petition during the first three semesters of a Chair's initial four-year term, as described in b.1.), above, the Dean shall meet with the Faculty to discuss the circumstances and reasons for the requested extraordinary review.
  - ii. Within thirty (30) days of the meeting with the Faculty, the Dean shall provide the Faculty and the Chair with a written statement of his/her observations and conclusions with regard to the issues and concerns raised by the Faculty petition or in the meeting with the Faculty. The Dean shall also provide for the conduct of a preference vote among the Faculty as to whether the Chair should be retained in the administrative capacity for the remainder of the four-year term.
  - iii. Within fifteen (15) days of completion of the preference vote among the Faculty, the Dean shall inform the Faculty and the Chair, in writing, of the results of the preference vote and of his/her decision as to whether the Chair shall complete the four-year administrative term. The Dean shall also meet again with the Faculty to discuss the bases and implications of that decision.
- (a) If the Dean's decision at the conclusion of an Extraordinary Review is to continue the Chair in the administrative capacity for the remainder of the initial four-year term, the Dean's notification to the Faculty and the Chair shall indicate how issues and Faculty concerns that gave rise to the requested

extraordinary review are to be addressed during the remainder of the Chair's administrative term.

- (b) If the Dean's decision at the conclusion of an Extraordinary Review is to remove the Chair from that administrative capacity prior to the completion of the full four-year term, the Dean shall proceed in accordance with Part A of this Section to the selection of a new Chair or of an Interim Chair during the thirty-day period between the date of the Dean's notification of his/her decision and the effective date of the action, as referenced in a.4)., above.

## **Section 9. Selection of Regional Campus Deans.**

- A. When a vacancy occurs in a Regional Campus Dean position, the Provost may either immediately institute a search process to hire a Dean or, under appropriate circumstances and following consultation with the Regional Campus Faculty Council and other groups as he/she deems appropriate, appoint an Interim Dean.
- B. Normally, an Interim Dean will serve a term not to exceed one (1) calendar year during which a search process will usually be initiated. If a second year of service by the same Interim Dean is contemplated, the Provost will meet with the Faculty and the full-time non-tenure track faculty of the Campus to discuss the Interim Dean's performance during the past year. The Provost will communicate the outcome of those discussions to the interim Dean and to the Faculty Chair of the Regional Campus Faculty Council in writing. Or, if a second year of service of an Interim Dean is needed and the appointment of a different Interim Dean is contemplated, the Provost will consult with the Regional Campus Faculty Council and other groups as he/she deems appropriate before making the appointment.
- C. The parties agree that the search for a Dean should be completed by the end of the second year of service by an Interim Dean or Deans. If, for any reason, the search is not completed by the end of the second year of service by an Interim Dean or Deans, the Provost shall meet with the Association pursuant to Article XXIII, Section 2 of this Agreement to request a modification of this provision.

It is essential that a broad-based screening committee be established for the selection of candidates for the position of a Regional Campus Dean. It is also essential that the search committee be representative of the overall makeup of the regional campuses. Therefore, the committee should include representatives from the following groups:

1. University-level administrators (one member);
2. Resident Faculty (four members) elected by and from the Faculty;
3. Local campus administrators (one member);
4. Local campus students (two members) appointed by Student Government;
5. Local campus advisory committee (two members);



6. Local campus alumni (one member);
7. Regional Campus Deans (one member);
8. Affiliated institutions and/or organizations (one member);
9. Civil Service Staff (one member).

To institute the search process, the Provost after consultation with the groups listed above, shall convene a representative search committee and, following consultation with the elected chair of the campus Faculty Council, appoint a chair of the search committee.

The Provost shall consult with the search committee in drawing up a minimum list of qualifications for the position.

The search committee, shall, in accordance with procedures established by the regional campuses and approved by the Provost, and printed in the regional campuses handbook, institute a search and initial screening of qualified candidates for the open position.

All Faculty members teaching at the regional campus, along with students and other interested parties, shall be given a reasonable opportunity to participate in the assessment of all candidates screened and deemed qualified and acceptable by the search committee. This assessment shall be in accordance with the procedures adopted by the regional campuses and approved by the Provost.

If any campus group would like to have the search committee consider a particular candidate, the group should communicate the candidate's name to the committee.

The search committee shall recommend the names of three (3) candidates to the Provost for his/her approval. If the search committee desires, the candidates forwarded to the Provost may be ranked in order of committee preference. This preferential ranking is advisory to the Provost.

In the event none of the three (3) candidates forwarded by the search committee is ultimately appointed to fill a vacancy, then the Provost shall either cause the selection of a new search committee in accordance with the above procedure or direct the existing search committee to submit a new panel of qualified candidates. Such direction from the Provost shall include a written statement of the reasons why each of the candidates on the prior list was not appointed. The search committee shall then proceed as before in selecting, assessing, and forwarding a qualified list of candidates to the Provost.

## **ARTICLE VII**

### **Grievance and Appeals Procedure**

#### **Section 1. Grievance and Arbitration Procedure**

- A. *Definition of Grievance.* A grievance is a claim based upon an event<sup>1</sup> or condition that affects the terms and conditions of employment stated in and governed by this Agreement and that arises from the interpretation, meaning, or application of any of the provisions of the Agreement.
- B. *Grievances and the Appeals Process.* All grievances arising from decisions that are subject to review under the appeals process set forth in Section 2 of this Article may not be appealed under this Section 1, with the exception that specifically cited procedural errors or omissions made in reaching these decisions or in processing any appeals arising from these decisions may be grieved, subsequent to the exhaustion of the said appeals process, under provisions of this Section 1. All other grievances covered hereunder shall be adjusted as stated in this Section 1.
- C. *Informal Resolution.*
1. Definition. Nothing contained in this Section 1 prevents the informal resolution of any grievance. The parties intend and agree that all disputes should be resolved informally, whenever possible, before the filing of a formal grievance, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance as provided under procedures in subsection E hereof, the grieving party and the appropriate Department Chair (or Regional Campus Dean or College Dean, where appropriate) shall make a reasonable effort to meet and resolve the grievance in an informal manner.
  2. Representation. While a grieving party has the right to be advised or assisted by the Association in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the Association's assistance must be consistent with the terms of the Agreement. Any settlement, withdrawal, or other disposition of a grievance at the informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.
- D. *Formal Resolution.*
1. Individual or Group Grievance. Except as otherwise specifically provided for in this Article, any grievance may be filed and will be processed as stated in this Section 1. Any Faculty member or group of Faculty members covered by this Agreement may, in conjunction with and with the approval of the Association, present a grievance to the University and have it processed so long as the University and the Association concur that any such outcome is not inconsistent with the terms of this Agreement.

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<sup>1</sup> The provision in Article I, Section 2.A that “the singular shall include the plural whenever applicable” does not apply to the term “event” as used in this Article VII.

2. Grievance Filed by the Association. A grievance against the University may be presented by the Association in its own name if the Association believes that any of the terms and conditions of this Agreement or their interpretation, meaning, or application have been violated by the University. In such instances the procedures incorporated in subsections E and F of this section shall be waived. The grievance must be filed within forty-five (45) days after the occurrence of the event upon which it is based or within forty-five (45) days after the Association knew or through the exercise of reasonable diligence should have known of the event on which it is based. Grievances shall normally be presented and handled during normal office hours but consistent with the primary obligations of the Faculty members to their students, research, etc. Other times for hearings and meetings shall be set by mutual agreement of all the parties.
  3. Representation. During the formal procedures specified in subsections E through H of this Section 1, the grieving party shall be represented by the Association's designee who shall be present with the grieving party when the grievance is discussed with the University.
  4. No Prejudice. No reduction in compensation shall occur for any Faculty member as a result of participation in any grievance proceedings. No Faculty members shall be disciplined or discriminated against for participation in the grievance procedure.
- E. *Initiation.* A grievance shall be initiated by serving a written notice of the grievance to the Associate Provost for Faculty Affairs or his/her designated representative. A grievance may be initiated at Step Two (Section 1.G., below) if the University and the Association concur that it might more appropriately be initiated at that level. A grievance shall be filed within forty-five (45) days after the occurrence of the event upon which it is based or within forty-five (45) days after the Faculty member knew or through the exercise of reasonable diligence should have known of the event on which it is based. Such notice shall state the event upon which the grievance is based; the contractual basis for the grievance, including the specific Articles and Sections of this Agreement that are alleged to have been violated; and specify the relief and remedy sought. The grievance shall be submitted on a form, which shall be agreed to by the parties, dated and signed by the grieving party and by the President of the Association or his/her designee. No grievance shall be processed or considered timely unless it contains all of the foregoing information.
- F. *Step One.* After receipt from the Associate Provost for Faculty Affairs of the written notice of a grievance, the Dean and/or the Dean's representative(s) (or in grievances arising from Colleges without departments or schools or the Regional Campuses the Provost his/her designee) shall schedule a Step One meeting at a time and place convenient to all parties and shall notify the Association and the grieving party of such time and place. The Step One meeting, unless extended by written agreement for a specified period, shall be completed within fifteen (15) days after the grievance is filed. Within fifteen (15) days after the Step One meeting, the University shall provide the Association and the grieving party with a written answer to the grievance. Following the Association's receipt of the University's Step One answer and prior to the Association's appeal to Step Two, the University and the Association may agree in writing to engage in deliberation for a period of no more than ten (10) days to resolve the grievance.
- G. *Step Two.* If the Association and the grieving party are not satisfied with the University's Step One answer to the grievance, the grievance may be advanced to Step Two by the Association filing a written Notice of Appeal with the Office of the Provost through the Associate Provost for Faculty Affairs within fifteen (15) days after the receipt by the Association of the Step One

answer. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within fifteen (15) days of the receipt of such Notice of Appeal, a Step Two hearing will be scheduled by the University unless the parties agree in writing to extend the time for such hearing for a specified period of time. Such hearing may be adjourned from time to time by mutual agreement to facilitate complete investigation by all parties. In the event the grievance involves any claim of discrimination for any reason, the Director of Affirmative Action shall be involved by the Office of the Provost to insure that adequate investigation and consideration are given to the discrimination claim. The Office of the Provost and the Office of the President of the Association may include other representatives in the meeting. The University shall provide the Association and the grieving party with a written disposition of the grievance within fifteen (15) days following the conclusion of the Step Two hearing.

- H. *Arbitration.* Steps One and Two of the grievance procedure shall be pursued to completion before any application for arbitration may be made under the terms of this subsection unless the parties enter into a written waiver of such limitation. If the Association is not satisfied with the University's Step Two answer, it may, within thirty (30) days of the filing of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration made hereunder is commenced by giving written notice of such appeal to the American Arbitration Association and simultaneous written notice to the Office of the Provost within the thirty (30) day time limit specified herein. Upon receipt of the required notice of arbitration, the University and the Association shall confer and attempt to agree upon the selection of an arbitrator and a procedural format which shall be (a) the American Arbitration Association rules for voluntary labor arbitration or (b) the American Arbitration Association rules for expedited labor arbitration. If the parties cannot agree, within ten (10) days from the date the notice of appeal to arbitration was filed, as to the procedural format to be followed, the arbitration shall be conducted under the American Arbitration Association rules for voluntary labor arbitration. If the parties cannot agree, within thirty (30) days from the date the notice of appeal to arbitration was filed, upon an arbitrator, the arbitrator shall be selected by the alternate strike method for the voluntary labor arbitration procedural format or, where appropriate, by the American Arbitration Association rules for the expedited labor arbitration procedural format.
- I. *Arbitrator's Decision and Compensation.* The arbitrator's decision will be rendered in writing within thirty (30) days or such additional time as the parties may in writing agree, after any grievance has been submitted to the arbitrator. This decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The University and the Association will bear their own grievance process and arbitration expenses individually and will share the arbitrator's fee and expenses equally.
- J. *Limitation of Arbitrator's Authority.* The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator. The arbitrator shall not substitute a judgment for that of the University where the University's judgment and actions do not violate the written provisions of this Agreement. The arbitrator shall not render any decision which would require or result in an action in violation of local, state, or federal law. The arbitrator may make no award which provides the Faculty member compensation greater than would have resulted had there been no violation.
- K. *Procedural Arbitrability and Other Jurisdictional Questions.* In any demand for arbitration in which a question concerning procedural arbitrability and/or an arbitrator's jurisdiction over the grievance is raised, two (2) arbitrators will be selected from two separate lists using the procedure

described in Section 1.H of this Article and two (2) arbitration hearings will be scheduled no more than 45 days apart.

1. The first arbitrator shall make a separate decision on the question of procedural arbitrability and/or jurisdiction.
2. If the first arbitrator rules that there is no jurisdiction, then the second arbitration hearing will be cancelled and no decision or recommendation shall be made concerning the merits of the grievance.
3. If the first arbitrator rules that there is jurisdiction, the second arbitrator will hear and decide the merits of the grievance.
4. By mutual agreement, the parties may agree to waive a bifurcated hearing for any particular case.

L. *Time Limits.*

1. Grievances shall be processed as rapidly as practicable. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the grievance process. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. All references to days in this Article shall mean calendar days. The first day will be counted beginning the day after the filing of the grievance. If the final day for a time deadline falls on a Saturday, Sunday or legal holiday observed by the University, then the next regular business day shall be counted as the final day.
2. The time limits in this Section 1 may be extended by written mutual consent of the parties concerned. Failure of either party to abide by the time limits shall result in the automatic advance of the grievance to the next level, except that failure of the Association to notify the University that it wishes to appeal a Step Two answer to arbitration within thirty (30) days after receipt of the Step Two answer shall result in the grievance being settled on the basis of the University's Step Two answer and the arbitration shall be barred.

M. *Exclusivity of Process.* Except as otherwise provided by law, this Section 1 and, where applicable, the following Section 2 shall be the exclusive remedy for an alleged violation of this Agreement by the University.

**Section 2. Appeals Procedure For Academic Decisions in Specified Areas.**

- A. *Scope.* Article VI sets forth the governance procedures within which substantive academic judgments relating to a variety of subjects are made. Section 1 of this Article VII contains a grievance and arbitration procedure which specifically excludes from that procedure disputes involving substantive academic judgments that are subject to a separate academic appeals process. This Section 2 provides a procedure under which disputes involving substantive academic judgments affecting a Faculty member's employment status in the areas of granting or denial of tenure, appointment/non-reappointment, promotion, academic freedom, professional ethics, or sanctions for cause may be appealed. The procedure set forth in this Section 2 shall be the exclusive procedure for questioning decisions involving academic judgments in the areas listed in this subsection A of this Section 2.

B. *Initiation of the Appeal.* Upon formal notification of a decision involving academic judgments falling within subsection A of this Section 2, the adversely affected Faculty member may, within fifteen (15) days after such official notification, file with the Office of the Provost through the Office of Faculty Affairs an appeal of such decision on forms to be provided. Under the provisions of this Section 2, all references to days shall be defined as calendar days. The appeal filed with the Office of the Provost shall set forth concisely the decision being appealed, the reasons why the appellant disagrees with the decision and shall specifically cite any procedural errors or omissions that were alleged to have occurred in the decision-making process. At the time the appeal is initiated, the appellant may request a meeting with the Office of Faculty Affairs to be held prior to any remand or transmittal of the appeal to the chair of the Joint Appeals Board, for the purpose of discussing the procedures under which the appeal will be processed and the applicable University policy pertaining to the academic judgment that is the subject of the appeal. At the appellant's sole discretion, he/she may be assisted at this meeting and throughout the appeal by the Association's designee. A copy of each such appeal shall immediately be forwarded to the Office of the President of the Association.

C. *Reconsideration of the Appealed Decision.* Upon filing of an appeal in accordance with the preceding subsection B, the Office of the Provost may, in its sole discretion, resubmit the appealed decision to the administrative level within the governance procedure wherein the judgmental decision being appealed occurred. The intent and purpose of this optional remand of the appealed decision is to permit, if possible, the correction of alleged procedural errors or omissions by those charged with having made such errors or omissions and to resubmit the appealed judgmental decision for reconsideration within the governance procedure.

If the Office of the Provost elects to remand an appeal decision, the Office of the President of the Association will be kept informed of the reprocessing of such appealed decision within the governance procedure. In the event there is any question concerning the proper level or procedure to be followed upon the remanding of any appealed question within the governance procedure, the Office of the President of the Association will be consulted concerning the appropriate procedure for any such questioned remand.

D. *Appeal to the Joint Appeals Board.* If, after completion of the appeals process within the governance procedure, an appealed decision is remanded and the Faculty member believes he/she is aggrieved by an adverse reconsideration decision, he/she may, within fifteen (15) days after official notification of such adverse reconsideration decision, file an appeal with the Office of the Provost through the Associate Provost for Faculty Affairs to have the questioned decision heard by the Joint Appeals Board. Each such appeal shall set forth concisely the decision being appealed, the reasons why the appellant disagrees with the decision and shall specifically cite any procedural errors or omissions that were alleged to have occurred in the decision-making process and which were not corrected during the reconsideration process.

If the Office of the Provost elects not to remand an appeal for reconsideration within the governance procedure, the Appeal of Academic Decision shall within fifteen (15) days of its receipt be transmitted by the Office of Faculty Affairs to the chair of the Joint Appeals Board for consideration by that body.

A copy of each such appeal shall immediately be forwarded to the Office of the President of the Association. The appeal shall be scheduled for hearing before the Joint Appeals Board in accordance with the rules and regulations by the Joint Appeals Board pursuant to Section 2.F.

E. *Appeals From Denial of Promotion/Tenure/Reappointment.*

1. A Faculty member adversely affected by a decision of the Provost regarding denial of promotion, tenure or reappointment may file an appeal under the provisions of this Section 2 prior to final consideration of the matter by the President of the University, or may choose to appeal directly to the President of the University. In choosing to appeal directly to the President of the University, however, a Faculty member relinquishes all rights to file an appeal under this Section 2, including recourse to consideration by the Joint Appeals Board.
2. A Faculty member adversely affected by a decision of the Provost regarding promotion and who has not been denied promotion to that rank at least twice previously shall appeal directly to the President of the University. The President's decision shall be final and may not further be appealed under this Section 2.
3. If a Faculty member has been denied promotion to the same rank more than twice, the Faculty member may appeal the denial of promotion to the Joint Appeals Board one time during any three (3) year period that the appellant is employed in the same rank at the University.
4. If the Provost's favorable decision concerning reappointment, tenure or promotion is reversed by the President of the University, then the Faculty member adversely affected by the President's decision may file and exhaust appeal rights under the provisions of this Section 2.

F. *Composition of and Procedures Before the Joint Appeals Board.*

1. There is hereby established a Joint Appeals Board which shall be empowered to hear all appeals involving substantive academic judgments and any alleged procedural errors directly related to those judgments which are filed in accordance with the preceding subsection D. The Board shall be empowered to request any and all parties to submit evidence related to each appeal and to seek testimony from witnesses. The Joint Appeals Board shall establish regularly scheduled sessions for hearing appeals and may adopt such rules and regulations for hearing and deciding appeals that are consistent with this Section 2. These rules and regulations will be made available by the Joint Appeals Board to the Association, to the University, and to the parties to a specific appeal.
2. The Joint Appeals Board shall be composed of at least six (6) full-time tenured members of the Faculty and the same number of full-time academic administrators who hold academic rank. The Faculty representatives shall be elected by the full-time members of the Faculty for three (3) year terms, at least two (2) to be elected in the Fall semester of each year from a slate of candidates which the Faculty Senate is hereby authorized to prepare and to conduct necessary elections. The term for Faculty representatives will commence at the start of the Spring semester immediately following their election and be completed at the end of the Fall semester three (3) years after the semester in which they were elected. In preparing the slate of candidates and holding the elections in accordance with the authorization granted in this Section, the Faculty Senate is requested to evolve a procedure to assure that the Faculty members of the Joint Appeals board shall be as representative as possible of the diverse academic disciplines of the University. The administrative representatives shall be appointed from time to time by the Office of the

Provost, except that an administrative representative's removal from the Appeals Board will not affect such representative's obligation to participate in the decision of any panel involving appeals that were heard by the panel prior to such administrative representative's removal from the Board.

3. Each appeal shall be submitted to a panel of the Joint Appeals Board consisting of two (2) Faculty representatives and two (2) administrative representatives. In assigning appeals for hearing before the three (3) panels, due regard shall be had for the type of appeal and the expertise of the members of the various panels. However, no appeal shall be assigned to a panel having a member who is directly involved in the appeal, is a member of the department in which an appeal arose, or where, for personal reasons, a member of the panel believes that he/she cannot render an impartial judgment. Procedures for assigning appeals to the various panels shall be determined in accordance with the rules and regulations adopted by the Joint Appeals Board.
4. The function of a panel of the Joint Appeals Board is to hear all evidence relating to an appeal and, if possible, to render a majority recommendation. Accordingly, the procedures at the hearing shall be informal and non-adversarial in nature. All persons and parties necessary to a full complete hearing should be present and the various sides to each issue should be presented. However, none of the parties to the appeal may be represented by counsel. A party may be represented by members of the academic administration or members of the Faculty who may act in an advisory role to the appellant.
5. The panel shall prepare a written decision on each appeal and shall respond therein to each of the alleged procedural errors or omissions that is argued to the panel. In reviewing the judgmental decision, the panel shall not substitute its judgment for that of the person or persons charged with the responsibility for making the appealed decision except that it may disagree with an appealed judgmental decision when, upon review of the entire record, the appealed decision is unreasonable as being contrary to the preponderance of the evidence contained in the record. If a majority of the panel concurs in a decision, this decision shall be forwarded to the President of the University as the final recommendation of the academic sector on the appealed decision. Members of the panel not concurring with the majority opinion may submit a minority report, which will be forwarded to the President along with the majority report and recommendation. In the event a majority of the panel does not concur in a decision, then the recommendation on reconsideration by the Provost shall be forwarded to the President.
6. Upon advance written notice to the convener of the panel, the President may meet with the panel at any time after receiving its report and recommendation for the sole purpose of seeking clarification concerning the bases and implications of its recommendation. Normally, the President will accept the recommendation and proceed accordingly except in compelling circumstances wherein the President believes that the best interests of the University would not be served in accepting the recommendation. In those cases where the President does not accept the panel's recommendation, the President shall set forth in writing the reasons for the rejection. This statement shall be included in the Faculty member's file for the action which is under consideration and in the records of the Joint Appeals Board.



- G. *Appeal to Arbitration.* If an appellant believes that an adverse decision ultimately rendered on appeal by the President was caused in substantial part by a procedural error or omission, either in the original decision-making process or in the appeals process and such alleged procedural error or omission was raised when it occurred, or in the original appeal and in the appeal to the Joint Appeals Board or occurred during the Joint Appeals Board or Presidential review, such appellant may, with the concurrence of the Association, appeal the matter to arbitration. This shall be done by filing a grievance, which shall be initiated at the Step 2 level and thereafter proceed to arbitration pursuant to the procedures established in Section 1.H.

In any such arbitration the Arbitrator will be limited to a review of the procedural requirements set forth in Article VI and this Section 2 of Article VII and in relevant University policy. In no event shall an arbitrator consider, review, or substitute his/her judgment for the University's on a substantive academic judgment as described in this Section 2. In the event the Arbitrator finds that (a) a prejudicial procedural error or omission occurred in the original decision-making process or in the appeals process, (b) the error or omission was raised timely by the grievant so that the error or omission could have been corrected prior to the President's decision, and (c) the procedural error or omission was of such a nature that the substantive academic judgment could have been adversely affected by the error or omission, his/her sole authority shall be to send the matter back to the governance procedure under Article VI or under Section 2 of this Article VII or in relevant University policy, as the case may be, with specific findings regarding the procedural error or omission and with instructions to re-evaluate the substantive academic judgment in accordance with the contractual procedures.

## **ARTICLE VIII**

### **Sanctions for Cause**

**Section 1. Construction & Scope.** The parties to this Agreement recognize that effective performance and development of each Faculty member is a mutual concern and responsibility of the Faculty and of the University. At times, the imposition of a sanction may be necessary as a corrective measure. A sanction is a documented corrective action in response to a Faculty member's unsatisfactory performance of his/her duties and responsibilities as a member of the Faculty.

- A. The parties agree that the University has and retains the right to apply sanctions to members of the bargaining unit, up to and including termination of the employment relationship. However, it is further agreed that sanctions will only be applied for cause, and the question of just cause and/or the appropriateness of the sanction imposed in each situation may be tested under the appropriate sections of the Grievance and Appeals Article of this Agreement.
- B. The University and the Association mutually recognize the importance of timeliness, fundamental fairness, and appropriate procedural processes and safeguards as defined below, as well as of thoroughness of review, in matters relating to sanctions. The due process procedure specific to the issue of sanctions for cause is described in this Article.

**Section 2.** The parties recognize that, in many instances, the need to impose a sanction can be averted through informal resolution. Therefore, except in extraordinary circumstances, an administrative officer will meet with the affected Faculty member to discuss a matter and attempt to achieve an informal resolution.

- A. If an administrative officer raises the possibility of imposing a sanction, the administrative officer will immediately notify the affected Faculty member in writing of her/his due process rights as provided in this Agreement and that s/he may be assisted by a designated representative of the Association in any further meetings with the administrative officer concerning the matter. The Association will be notified in writing of the outcome of any such attempts at the informal resolution of possible sanctions.
- B. If the matter is not resolved and the University proceeds with the imposition of a sanction, the sanction will be reduced to writing, including a reasonable statement of the reasons for and background leading to the imposition of such sanction and a statement notifying the Faculty member of the right to consult with the Association regarding the sanction. A copy of said writing will be given to the affected Faculty member and the Association.

**Section 3.** If any sanction involving termination, suspension, reductions or loss of pay and/or benefits or similar economic detriments to the Faculty member is invoked or under formal consideration by the Provost, then the following additional procedures shall be adhered to:

- A. The Faculty member and the Association will be promptly notified in writing if such a sanction is invoked or under formal consideration by the Provost and the reasons for such a sanction. A Faculty member may contest a sanction imposed under this Section 3, including the immediate suspension referenced in B., below, by filing a grievance or appeal under Article VII of this Agreement following completion of the procedures detailed in this Article. In either instance, the Faculty member is entitled to representation by the Association throughout the process, provided that s/he elects to receive it. The Association will be provided with a copy of all appeals contesting Sanctions for Cause even if representation is not requested.

- B. It is recognized that in unusual instances when the circumstances present a situation wherein the delaying of action pending a full Faculty review could result in immediate harm to the University, the Faculty member or a member of the University community, the Provost may take immediate action by way of suspension and/or proposed termination, provided the Faculty member and the Association are first given written notice of the impending action, the basis for the action and an opportunity to present reasons why the impending action should not be taken.

Any Faculty member immediately suspended prior to the completion of a full Faculty review pursuant to this provision will continue to receive full salary and employee benefits as defined in the annual regular faculty employment contract then in effect for the academic year in question. Such salary and benefits will continue until an effective date specified for suspension without pay, termination of employment, or reduction in pay or benefits in a formal notice from the Provost or authorized administrative officer, following the completion of the full Faculty review process defined in this Section 3. A copy of such notice shall be provided to the Association.

- C. In all instances, the circumstances giving rise to sanctions involving suspension or termination, whether immediately imposed or under formal consideration, shall be submitted by the Office of the Provost to the appropriate level of the Governance Procedure for review and advice of the involved Faculty member's peers. The University will meet and confer with the Association prior to selecting the appropriate level of the Governance Procedure to conduct the review. The committee or council, within the Governance Procedure, that conducts the review shall be chaired during the course of the review by its elected chair or, in instances where the body normally is chaired by an administrative officer, by the Faculty member who has been elected to represent the body at the next higher level of the governance structure. If the committee or council does not have an elected chair or no representative at a higher level, the committee or council will elect a chair.
- D. In the event that, with the concurrence of the Association, the University determines that an ad hoc body should be appointed to constitute the peer review committee, the ad hoc body shall be composed of Faculty members selected in consultation with the Provost's Advisory Council. The Provost or the administrative officer to whom the committee is to report its findings shall invite a recommendation from the members of this ad hoc body and shall consult with the President of the Association before designating the chair of the committee from among the members of the ad hoc body.
- E. After being fully informed of the circumstances and the sanctions being considered, or the charges if the sanction has been imposed, the affected Faculty member has the right to appear before the peer group selected to review the circumstances involved in the contemplated or imposed sanction and to be assisted throughout the proceedings by a representative of the Association, if s/he so chooses. No party may be represented by counsel at any meetings before the selected peer group.

The affected Faculty member and the Faculty member's designated representative from the Association, if applicable, shall have the right to attend all meetings during which the selected peer group hears witnesses or receives evidence concerning the contemplated or imposed sanction. The affected Faculty member and, if applicable, his/her designated representative from the Association shall have the opportunity to present his/her position or case; to counter or correct the pertinence or accuracy of any evidence or testimony presented at the hearing(s); to provide the committee with written questions which, if the committee determines are within reasonable limits, will be asked of witnesses; to suggest, in writing, issues to be addressed in the committee report; and, if applicable, to respond to any charges. Likewise, the University through its

designated representative(s) shall have the opportunity to present its position or case; to counter or correct the pertinence or accuracy of any evidence or testimony presented at the hearing(s); to provide the committee with written questions which, if the committee determines are within reasonable limits, will be asked of witnesses or the affected Faculty member; and, to suggest, in writing, issues to be addressed in the committee report. However, only members of the peer group selected to review the case shall have the right to attend that body's deliberations.

F. **Hearing Procedures.** The procedure for a Sanctions Hearing regarding suspension or termination will be as follows:

1. General Procedures

- a. The chair of the selected peer group, in consultation with the members of the selected peer group, will be responsible for implementing the procedures relevant to the structure of the hearing, including scheduling, determining the length of the presentations and any rebuttal or closing statements, and establishing deadlines.
- b. The University will provide the chair of the peer group and the affected Faculty member or his/her designated Association representative with a written statement of the basis relied upon by the University for the imposition of a sanction(s) and supporting materials, if any, no less than twelve (12) days before the hearing.
- c. The Faculty member or his/her designated Association representative will provide the chair of the peer group and the University with written materials, if any, no less than seven (7) days before the hearing.
- d. No less than seven (7) days before the hearing, the University and the Faculty member or his/her designated Association representative will exchange a list of witnesses, if any, who are expected to give testimony at the hearing.
- e. If witnesses are included in the hearing, there will be a separation of witnesses (i.e., witnesses will not be present in the hearing room except during their own testimony). During the hearing, only members of the selected peer group may ask questions of any witness or the affected Faculty member.
- f. The hearing will be closed to all except those who are involved in presenting the case or participating as a member of the selected peer group, the affected faculty member or any witnesses.

2. Order of the Hearing

- a. Opening statements by the University representative(s) and then the affected Faculty member and/or his/her designated Association representative(s), if applicable.
- b. Presentation of the University's position or case supporting the sanction by the University representative(s). This presentation shall include any witness statements or testimony. After such statements or testimony, the affected Faculty member shall have the opportunity to provide the committee with written

questions which, if the committee determines are within reasonable limits, will be asked of witnesses.

- c. Presentation by the affected Faculty member and/or the designated Association representative(s), if applicable. This presentation will include any witness statements or testimony, responses to any charges, countering or correcting the pertinence or accuracy of any evidence or testimony presented by the University. After such statements or testimony, the University shall have the opportunity to provide the committee with written questions which, if the committee determines are within reasonable limits, will be asked of witnesses or the affected Faculty member.
- d. The University and the affected Faculty member and/or the designated Association representative, if applicable, may request additional time to respond to and present rebuttal evidence or testimony to any basis for the sanction(s), issues or evidence introduced for the first time at the hearing. The decision whether to grant additional time and the amount of additional time will be in the sole discretion of the selected peer group.

- G. After carefully evaluating the information and evidence presented to it, the peer group shall address all the pertinent issues and make a written recommendation to the appropriate administrative officer with copies to the affected Faculty member, the Association, and the Provost or his/her designee. The committee shall complete its recommendation within thirty (30) days of the conclusion of the hearing.

**Section 4.** If a sanction is imposed following completion of the review and advice in accordance with Article VI and, if applicable, the provisions of Section 3 of this Article, the Faculty member against whom the sanction is imposed may, with the approval of the Association, file a grievance under the terms of Article VII, Section 1 or, if the sanction involves a substantive academic judgment, an appeal under the terms of Article VII, Section 2. In the latter instance, the Association shall be informed of the outcome of the appeal, whether or not Association representation was requested or exercised.

## **ARTICLE IX**

### **Faculty Workload**

#### **Section 1. Role of Regular Faculty in Academic Programs of the University.**

The parties to this Agreement explicitly recognize the central role of Faculty in carrying out the mission of the University. The University acknowledges that, as a general principle, tenure-track Faculty members are best suited to guide the development and maintenance of effective academic programs. The Association acknowledges, likewise, that there are some circumstances where it is necessary and/or appropriate for faculty who are not members of the bargaining unit to carry out part of the instructional mission.

#### **Section 2. Regular Academic Year Workload.**

- A. There is currently in effect a University policy on workload that was passed by the Faculty Senate and approved by the Board of Trustees in 1971 and revised in 1979. That policy, which is recorded in the *University Policy Register* at 3342-6-18, and incorporated herein as Addendum D, shall remain the University policy on Faculty workload during the term of this contract unless and until said policy is modified as a result of and in accordance with specific recommendations passed by the Faculty elected representatives of the Faculty Senate and approved by the Board of Trustees.
- B. Workload expectations and specification of workload equivalents of classroom instructional assignments are incorporated in each academic unit's or campus' section of the Faculty Handbook. Modification or revision of the basic workload statements and of the specification and/or application of the course load equivalents requires the approval of the full Faculty of the academic unit or campus. Revisions of a unit's workload expectations also require approval by the Provost as well as by the responsible Dean; revisions in the specification or application of course load equivalents also require approval by the Dean as well as by the Department Chair.
- C. For each term of the regular academic year, each member of the Faculty shall receive a statement of his/her workload from his/her academic unit administrator or campus Dean. This statement shall include the number of credit/workload hours to be devoted to instructional assignments and the number of hours within the unit's workload equivalencies to be devoted to the discharge of responsibilities in the areas of research, special service and advising activities significantly above the level expected of all Faculty members in the academic unit or regional campus, services of an administrative nature, and such other applicable workload equivalents as may be specified in the unit's or campus' section of the Faculty Handbook.

Faculty areas of expertise and programmatic need are among the factors taken into consideration in the assignment of instructional workload. Normally, this individual workload statement should be provided to the Faculty member no later than thirty (30) days prior to the end of the academic semester preceding the semester for which the workload is assigned. If a Faculty member's instructional assignments and/or workload equivalencies change after the initial workload statement has been issued, the Faculty member will receive an updated statement as soon as possible. Questions regarding the assignment should be addressed to the academic unit administrator or Regional Campus Dean who made the assignment. In case of dispute or request for special consideration, the Faculty member may request a review by the academic unit

FAC/CAC or Regional Campus FC which, following such a review, will make a recommendation to the academic unit administrator or campus Dean.

- D. Each continuing tenured Faculty member is to prepare and submit an annual workload summary report for the academic year by the end of the Spring semester. Kent campus Faculty members shall submit the annual workload summary report to their academic unit administrator; Regional Campus Faculty shall submit the report to the Regional Campus dean. This report is to identify and update the Faculty member's efforts, accomplishments, scholarly contributions, ongoing professional activities, service and interests during that academic year. These reports will become an ongoing record of each Faculty member's professional activities providing information related to grant activities, collaborative scholarship and teaching activities. The purpose of this report is to document the workload, including utilization of the specified workload equivalencies, for the academic year. This report may be used in planning future workload equivalencies. Any other use of the report requires the consent of the Faculty member. To assist the appropriate administrator in this annual workload planning, each academic unit's or regional campus' section of the Faculty Handbook also will include criteria, developed by the FAC and the Chair, or the Regional Campus Dean and the FC as appropriate, for evaluating the use of and productivity resulting from previous workload equivalencies related to release time from instructional assignments.

The annual workload summary report submitted by the Faculty member shall be submitted electronically and will include a brief summary of the previous year's professional activities, the course syllabi for each course or section of course taught by the Faculty member during the previous academic year and a link to the Faculty member's current curriculum vitae as described in Section 3 below. The academic unit administrator or Regional Campus Dean shall add to the report copies of the summaries of course evaluations for each course section taught during the previous academic year. If necessary, the academic unit administrator or Regional Campus Dean may request additional information from the Faculty member to clarify summary information and the Faculty member shall respond in a timely fashion.

### **Section 3. Annual Curriculum Vitae Update.**

- A. Each Faculty member, as part of her/his academic year workload expectations, will annually update his/her curriculum vitae in the electronic system provided by the University for this purpose. Each Faculty member must update his/her curriculum vitae in this system at least annually no later than the end of the spring semester of each academic year. The University may require that a Faculty member use the annually updated curriculum vitae in this system to apply for various opportunities and to comply with other University procedures including, but not limited to, President's Faculty Excellence Awards; merit awards; Annual Workload Summary Reports; Faculty Professional Improvement Leaves; internal grants and awards; reappointment, tenure and promotion; research and creativity awards; and accreditation and other compliance reports.
- B. If a Faculty member fails to update his/her curriculum vitae annually in the system provided by the University for this purpose, the University may enter information into this electronic system from a curriculum vitae provided to the University for any other purpose. Faculty members and the University have access to this electronic system for any and all purposes related to the academic mission of the University.

#### **Section 4. Summer and Intersession Workload.**

The intersession and summer period is not part of the regular academic year, and the University does not offer a normal range of coursework. Because of this, the number of courses may vary widely between academic units and among the eight campuses of Kent State University. In addition, certain intersession and summer academic programs may require particular expertise not normally present, or present only to a limited extent, in an academic unit or at a specific regional campus. It is understood that summer and intersession teaching is not a right and no member of the Faculty is required to accept a summer or intersession offer of employment. However, to the extent possible within the above parameters, the academic units and the individual regional campuses will endeavor to distribute equitably these opportunities to work among members of the bargaining unit without regard to academic rank. If summer or intersession employment is offered to a Faculty member he/she will be provided a workload statement as soon as possible but no less than ten (10) days prior to the start of the summer term or intersession in which load is assigned. If a Faculty member's instructional assignments and/or workload equivalencies change after the initial workload statement has been issued, the Faculty member will receive an updated statement as soon as possible.

A. *Intersession(s).* A limited number of regular courses and special purpose workshops of a credit or non-credit nature are offered, or may be offered, during the intersessions between the Fall and Spring semesters and between the Spring semester and the formal summer school term(s).

1. Assignments accepted during the intersessions shall be separate and apart from the summer school offerings in Summer Sessions I, II, and III in terms of defining both summer workload and eligibility for compensation.
2. Compensation for intersession courses shall be at the same rate of pay as for summer session courses, as described in B.1., below.

B. *Summer Sessions.*

1. *Workload and Compensation.* The normal summer school load for full pay (one-sixth of the academic year salary) shall be six (6) hours per term as adjusted in accordance with the teaching load policy referenced in the above Section 2. Exceptions to the six (6) hour per term limit may be granted in cases of demonstrable programmatic need. Such exceptions will be made upon the recommendation of the academic unit administrator and approved by the College Dean or in the case of the regional campuses, the Provost or his/her designee. Within these parameters, the rate of compensation shall be one thirty-sixth (1/36) of the academic year salary for each workload credit hour. The instructional overload rate (as defined in Section 5 of this Article) does not apply during the summer terms.
  - a. Accordingly, the maximum summer school workload for which compensation may be made available shall be twelve (12) hours for Summer Sessions I, II, and III in any combination. Exceptions necessitated by extraordinary circumstances deriving from demonstrable programmatic need that cannot be met within the instructional resources available to the academic unit or regional campus shall be made only on the basis of a written recommendation and rationale from the academic unit administrator or Regional Campus Dean. In the case of departments or schools, such exceptions shall also require the explicit authorization of the recommended exception by the College Dean. In the case of



regional campuses such exceptions require the explicit authorization of the recommended exception by the Provost or his/her designee.

- b. Workshops offered for academic credit, as well as regular instructional course offerings, shall be regarded as part of the maximum compensable summer workload(s) referenced above and compensated proportionate to regular academic year salary in accord with the credit hours assigned for the instruction.
- c. Regulations and understandings associated with external grants and research, teaching or professional development awards provided by the University shall also constitute a part of the maximum compensable summer workload to the extent and as defined by the terms and conditions of the grant or award.

2. *Enrollment-Contingent Courses.* The University, in its sole discretion, may offer summer courses on an enrollment contingency basis.

- a. The University will make the formulas and parameters to be used to calculate a course's minimum enrollment in the summer available to all Faculty and academic administrators annually by January 30.
- b. The specific minimum enrollment for the enrollment-contingent course will be communicated to the Faculty member at the time the course assignment is offered to the Faculty member, and noted on the summer workload statement. Within five (5) days of the receipt of her/his workload statement, the Faculty member will notify the academic unit administrator or campus dean, as applicable, (i) whether she/he is willing to accept compensation proportionate to the number of students enrolled in the class by the relevant census date as determined by the University; and, (ii) the minimum amount of proportionate compensation that she/he is willing to accept. Lack of a response by a Faculty member by the date specified by the University is an indication that she/he will only accept full compensation for teaching the course.
- c. In the event that the student enrollment does not reach the specified minimum enrollment by the census date established by the University and with the voluntary written agreement of the Faculty member of his/her acceptance of proportionate compensation and the minimum amount that she/he is willing to accept as described in Section 2.b. above, the University may provide compensation proportionate to the number of students enrolled in the class by the relevant census date as determined by the University.
- d. In the event that the student enrollment does not reach the minimum established by the University and the Faculty member does not agree to compensation proportionate to the number of students enrolled in the class, the University may offer the course to someone else or the University can cancel the course. If a course is canceled after its first meeting, the Faculty member shall be compensated proportionate to the number of class sessions and number of students, if applicable, conducted prior to the cancellation decision and notice. In no case, will a new section of a course that has been cancelled due to low enrollment be opened after the cancellation and offered to a different instructor.

3. *Flat-Fee Compensation.* It is further recognized that there are other forms of employment that, at the sole discretion of the University, may be offered to or requested of Faculty during the intersession or summer period(s) which are not necessarily related to academic year or summer session instructional responsibilities and compensation-base. These include, but are not limited to, assumption of responsibilities which are essentially administrative or supervisory in nature; special assignments not related to summer instructional responsibilities in areas such as academic advising, student recruitment/retention, and outreach activities; appointments/awards designed to foster research, professional development, or teaching/curricular development in lieu of summer instructional appointment; and the offering of non-credit workshops. In any case in which the University offers to or requests such employment of a Faculty member during the intersession or summer period(s), such duties will be compensated on a flat-fee basis mutually agreed to in writing prior to commencement of the employment.
4. *Individual Investigations.* Unless undertaken as part of the assigned summer workload for which compensation is already provided, Faculty shall be compensated, upon prior written request on the form provided by the University for individual investigations, honors thesis direction and other similar individualized instruction at the rate of one-tenth (1/10) hour of workload equivalency per student credit hour, provided that the individualized instruction is a programmatic requirement and/or is being taken by the student as a substitute for a programmatic requirement and with prior approval by the academic unit administrator or Regional Campus Dean, as appropriate. Such approved assignments will appear on the Faculty member's summer workload statement. Normally, Faculty shall be compensated to a maximum of four (4) students registered in a given summer. On the Kent Campus, this number may be exceeded in unusual circumstances and with prior written approval of the academic unit administrator and the College Dean, if applicable. On the Regional Campuses, this number may be exceeded in unusual circumstances and with prior written approval of the Regional Campus Dean.
5. *Dissertation/Thesis Direction.* Within the twelve-hour maximum compensable workload for Summer Terms I, II, and III combined, as referenced above, Faculty actively engaged during the summer terms in dissertation or thesis direction of students actively enrolled and registered for that purpose and who are in "good standing" with respect to program progress, as determined by the academic unit administrator or Regional Campus Dean, shall be compensated. Such compensation shall be on a basis of one third (1/3) of a summer credit hour for each dissertation or thesis directed to a maximum of three (3) summer credit hours of compensation.
  - a. If the academic unit or campus administrator determines that a student is eligible to enroll for summer thesis/dissertation credit, the thesis/dissertation direction will appear on the summer workload statement of the Faculty member assigned to direct the thesis/dissertation.
  - b. Workload credit and the specified compensation for dissertation or thesis direction may be shared by co-directors. Where the workload credit and the compensation are to be pro-rated on other than a 50-50 basis between two Faculty members, the pro-ration is to be initiated by the affected Faculty members, subject to the concurrence and authorization of the academic unit administrator(s).

- c. In conjunction with the directing Faculty member(s), the enrolled student for the direction of whose thesis/dissertation compensation is to be requested shall prepare a brief Program Statement. This written plan for the anticipated progress to be made as a result of thesis/dissertation registration for the Summer term(s) is to be signed by the student and by the directing Faculty member(s) and submitted to the appropriate academic unit or college administrator for placement into the student's program file. The filing of the plan shall become a basis for authorization of payment of the compensation for direction of the thesis/dissertation. Not later than the last day of Summer Session III, the directing Faculty member(s) will file with the appropriate academic unit or college administrator a brief statement of the student's progress.
  - d. A Faculty member may receive compensation within the parameters described above for direction of the thesis of an individual student and/or the dissertation of an individual student, provided that the student is enrolled, is actively engaging the services of the directing Faculty member, and remains in good standing as far as program progress is concerned for each of the summers for which compensated direction of the thesis/dissertation is requested. The maximum number of summers allowable for compensated dissertation direction is four (4). Normally, the maximum number of summers allowable for compensated thesis direction is two (2) summers.
6. *Priority of Summer and Intersession Assignment.*
- a. Kent Campus.  
  
Consistent with the principles and parameters stated in Section 4, priority for assignment to Intersession and Summer Session Courses shall go to Kent Campus Faculty of the academic unit.
  - b. Regional Campuses.
    - i. Consistent with the principles and parameters stated in Section 4, priority for assignment to Intersession and Summer Session Courses shall go to Faculty members at the Campus where the course is scheduled and then Faculty of the Regional Campus system.
    - ii. A Faculty member seeking, within the maximum compensable workload defined in 4.B.1.a. above, assignment to courses at more than a single campus has an obligation to inform the offices of the campus Deans of the respective campuses of the courses to which he/she has been assigned or is seeking assignment at other campus(es).

## **Section 5. Regional Campuses.**

- A. *Teaching Assignments.* Teaching assignments in the regional campuses are made by the Dean of the local regional campus and are contingent upon the materialization through sufficient enrollment of those courses which have been scheduled.

- B. *Involuntary Reassignment of Regional Campus Faculty.* Prior to exercising the right to change the resident campus assignment of a regional campus Faculty member(s), the Provost or his/her designee will initiate a process that includes the following elements: a) prior consultation with the affected Faculty member, including a discussion of the reason(s) for the proposed change of resident campus assignment; b) prior consultation with the Faculty Councils of the campus to which the Faculty member is currently assigned and the campus to which the Faculty member will be reassigned; c) prior consultation with the RCFAC if the University determines that the planned change has system-wide implications; d) prior notice to the Association; and e) timely notice to affected Faculty member(s) of the decision to change the resident campus assignment as follows: preferably at least ninety (90) calendar days prior to the effective date of the change but, in any case, not later than thirty (30) days before the effective date of the change.

The parties to this agreement acknowledge that the above-mentioned process will work most effectively if there is open and good faith communication between Faculty and University administrators. A Faculty member who is reassigned to a different Campus under this Section will retain his/her salary, position in the probationary period, rank, and tenure status, if applicable.

- C. *Voluntary Reassignment of Regional Campus Faculty.* This process governs a request for reassignment to another Regional Campus, as his/her resident campus, that is initiated by a Faculty member.
1. The Faculty member who is seeking a transfer shall initiate a written request to both his/her current regional campus Dean and to the Dean of the regional campus to which he/she seeks a transfer.
  2. The Faculty Council of the campus from which the Faculty member seeks a transfer will review the request, and the Faculty Council chair will provide to the campus Dean a written summary of the Faculty Council's recommendation on the acceptability of the transfer. Upon receipt of the Faculty Council's recommendation, the campus Dean will forward his/her recommendation together with that of the Faculty Council to the Provost.
  3. The Faculty Council of the campus to which the Faculty member seeks a transfer will review the request, and the Faculty Council chair will provide to the campus Dean a written summary of the Faculty Council's recommendation on the acceptability of the transfer. Upon receipt of the Faculty Council's recommendation, the campus Dean will forward his/her recommendation together with that of the Faculty Council to the Provost.
  4. The final decision on the transfer of a Faculty member between campuses rests with the Provost.
  5. In the event that the Provost's decision is different from the recommendations of the Faculty Council(s) or Dean(s), the Provost shall provide a statement in writing to the campus Deans explaining the decision.
  6. A Faculty member who transfers between Campuses under this Section will retain his/her salary, position in the probationary period, rank, and tenure status, if applicable.

## **Section 6. Overload Assignments and Payment**

Assignment to instructional overloads for additional compensation is neither a regular expectation nor an obligation of employment of a Faculty member. An overload occurs when, and only when, a person exceeds the number of hours which are listed as his/her load in his/her current contract.

- A. Payment for such assignments is made on the basis of the appropriate percentage of the Faculty member's base annual contract salary (1/24 of base annual contract salary for each workload credit hour).
- B. In instances in which an overload assignment is authorized by the office of the Dean, the assignment ordinarily may not exceed one additional course for a semester nor may overload compensation for an academic year exceed twenty-five percent (25%) of a Faculty member's base academic year salary. Exceptions to this rule require prior written authorization from the Office of the Provost upon recommendation from the appropriate Dean.

## **ARTICLE X**

### **Retrenchment**

**Section 1.** Retrenchment is defined as the release of members of the bargaining unit resulting from the reduction in the number of bargaining unit members within a designated academic unit including a department or program within an academic unit or department (for these purposes the regional campuses shall be designated as one academic unit) under the procedures and conditions as hereinafter set forth. A member of the bargaining unit released as a result of retrenchment shall retain certain rights under this Agreement, as hereinafter defined, which rights shall distinguish such released person from members of the bargaining unit who are terminated for any other reason.

- A. Retrenchment may be necessary when a judgment, made by the University, based upon the evidence, indicates one of the following:
  - 1. the University finds it desirable to change or adopt new academic missions; or
  - 2. the University's ability to fulfill its academic goals has been or will be seriously affected because of a pattern of declining income; or
  - 3. a general pattern of declining enrollment in the University or in a particular unit(s) or program(s), either of which has seriously affected or will seriously affect the University's ability to fulfill its academic goals and responsibilities; or
  - 4. the University faces the need for quick and substantial retrenchments due to documented extraordinary circumstances (beyond the general pattern of declines in enrollment and/or income covered by the above subsections 2 and 3).
- B. When implemented, retrenchment will be reflected in any one or more of the following ways:
  - 1. Program modification;
  - 2. Reallocation of resources;
  - 3. Changes in academic organizations;
  - 4. Program excision.

**Section 2.** If the University determines that a reduction in the Faculty is necessary, it shall first attempt to achieve the desired result through the following:

- a. Attrition, including voluntary early retirement;
- b. A release of faculty who are not members of the bargaining unit, unless no member of the bargaining unit has the necessary credentials, experience and competence to perform the service of such a faculty member in teaching a course or courses essential to a designated program (s).

After completing this procedure, and after consultation with the Faculty Senate, the University may determine that retrenchment is necessary.

**Section 3.** Following the determination provided for in the above Section 2, and after consultation with the Provost's Advisory Council, the Office of the Provost, acting in behalf of the University, will notify the Dean of the affected unit(s) or program(s) that retrenchment may be required. Accompanying such notification shall be a written description and rationale for the proposed reductions, a copy of which is to be simultaneously forwarded to the Chair of the Faculty Senate and the Association.

- A. Upon receipt of the above described notice of possible retrenchment, the Dean of the affected unit(s) shall, in accordance with the Governance Procedure set forth in this Agreement, obtain the recommendations of the affected unit(s)'s Faculty on how best to carry out the proposed retrenchment. The Faculty recommendations, including any alternative proposals, shall be submitted by the Dean to the Office of the Provost within fifteen (15) calendar days after receipt of the aforesaid notification of possible retrenchment.
- B. The original notice of possible retrenchment, plus all recommendations from the affected unit(s) submitted in accordance with the above Section 3.A. will then be submitted to the Educational Policies Council for review and recommendations. The Educational Policies Council may then review the proposed retrenchment, take into consideration any other matters it considers relevant and submit its recommendations to the Faculty Senate within fifteen (15) calendar days. The recommendation, if any, of the elected representatives of the Faculty Senate must be received by the University within thirty (30) calendar days after receipt by the Senate of the recommendation from the Educational Policies Council.

**Section 4.** When retrenchment is invoked under Section 1.A.4, or under circumstances of financial exigency, then the Association will have fifteen (15) calendar days from the receipt of the notification specified in Section 3 in which to request a meeting with the Provost to discuss the proposed retrenchment. The Provost will meet and confer with the Association within fifteen (15) calendar days of receipt of such request and prior to the issuance of his/her final determination as specified in Section 5, below.

**Section 5.** After receiving and considering the recommendation(s) of the affected unit(s) and the Senate, if such is submitted, the University, through the Provost, will make the final determination on any retrenchment.

**Section 6.** Once the final determination has been made that retrenchment is necessary, the following factors shall determine which Faculty members within the affected unit(s) will be released:

- A. The affected Faculty member shall first be placed in the appropriate one of the following categories:
  - 1. Probationary Faculty status,
  - 2. Tenured Faculty status.
- B. Faculty members, when within each of the categories listed in above Section 6.A., will then be placed in the appropriate subcategory to each such major category:
  - 1. Instructor
  - 2. Assistant Professor
  - 3. Associate Professor
  - 4. Professor

- C. Faculty members will be recommended for release starting with the lowest numbered subcategory within the lowest numbered category. In making the final determination within each subcategory of a category as to whether or not an individual Faculty member will be released, the following additional factors will be given full consideration:
1. the University's commitment to affirmative action and its policies adopted there under,
  2. the quality of the Faculty member's service in the areas of teaching, research and publication and University and Public Service
  3. the impact on the academic program resulting from the release of the Faculty member,
  4. length of service with the University.
- D. The Dean of the affected unit(s) after receiving the recommendation of the affected unit's Faculty and the College Advisory Committee concerning the factors listed in subsection C, above, will make final recommendations in accordance subsections A., B., and C., above, to the Office of the Provost concerning the individual Faculty members to be released.

The Provost will then make the final decision for the University in accordance with subsections A., B., and C., above, concerning the Faculty members to be released and will notify each such Faculty member in accordance with the time limitations set forth in the following Section 7. A copy of each such notification shall be sent to the Chair of the Faculty Senate and to the Association.

## **Section 7. Notice of Release.**

- A. The circumstances requiring retrenchment set forth in Sections 1.A.1, 2, and 3 of this Article cover reductions in the number of Faculty members which could be anticipated and planned for well in advance of the actual release of Faculty members. Accordingly, in circumstances requiring retrenchment under subsections A.1, 2 or 3, the University will provide notice of release to affected members of the bargaining unit in accordance with the following:
1. For a first or second year untenured probationary Faculty member, at least one-hundred twenty (120) days in advance of release.
  2. For an untenured probationary Faculty in years three, four and five, at least six (6) months in advance of release.
  3. For an untenured probationary Faculty member who is under tenure consideration, or for a tenured Faculty member, at least twelve (12) months in advance of release.
- B. When retrenchment is invoked under Section 1.A.4, of this Article, notices of release to be effective at the end of the current academic year must be received by the affected Faculty member not later one-hundred twenty (120) days in advance of release in the case of probationary Faculty and not later than six (6) months in advance of release in the case of tenured Faculty.

**Section 8.** The University will endeavor to place released Faculty members, only when and if qualified, in other available teaching positions within the University. If another teaching position for which the Faculty member is qualified is available within the University, the University, in its sole discretion may, in lieu of placement in another available teaching position within the University, offer a released faculty a one-year buy-out with no future employment rights at the University. A Faculty member offered such a buy-out may either accept the buy-out or choose to be placed into the available teaching position. If



placement of a released Faculty member in another teaching position in the University, after the appropriate unit has determined that the released member is qualified by credentials and experience for said position, would be facilitated by a reasonable period of training, the academic unit desirous of employing the released Faculty member may, in its discretion, provide such training. In addition to the foregoing, the University will endeavor to find other areas of employment with the University community for tenured Faculty members who are scheduled for release under this retrenchment Article. Such employment will be offered pursuant to the terms and conditions of those positions and the pay rates applicable to those positions. The University, in its discretion, may also consider such potential employment areas as dual appointments between academic departments and possible shared or reduced appointments and reduced compensation within an affected academic unit or program(s).

**Section 9.** For no more than a total of four (4) semesters following release of a Faculty member under this Article, such Faculty member shall be offered reinstatement to the same or a similar position if reauthorized, provided that within a period of thirty (30) calendar days after the date of release, the Faculty member formally requests in writing he/she be placed or retained on the reinstatement list. Released Faculty members who have indicated an interest in being considered for reinstatement will have a period of thirty (30) calendar days in which to accept or decline an offer of reinstatement. The University's offer to reinstate to the same position, if accepted, shall be at the same tenure status, rank and salary, adjusted to incorporate any general, non-performance based salary increases that were granted since the time the Faculty member was released. The University's offer to reinstate to a similar position, if accepted, shall be offered pursuant to the terms and conditions and pay rate applicable to that position. If the Faculty member declines the offer of reinstatement, all re-employment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or a similar position is not reopened within the four (4) semesters referenced above, the Faculty member's employment rights at the University shall be terminated.

**Section 10.** In the event that a part-time teaching position becomes available in the program of a released Faculty member while the Faculty member is on the reinstatement list and if, as determined by the academic unit, the Faculty member has the appropriate qualifications for the position, the released Faculty member will receive first consideration for the position. A released Faculty member's decision to accept or decline a part-time teaching position does not affect, in any way, his/her rights to re-employment under Sections 8 or 9 of this Article X.

**Section 11.** The procedure for retrenchment set forth in this Article is designed to accommodate both the orderly change in the University and reductions that must accompany more abrupt changes in circumstances. Therefore, this Section 11 shall not be used to accomplish retrenchment. However, the parties do recognize that catastrophic circumstances could develop which are beyond the control of the University and which would render impossible or unfeasible the implementation (but only so long as these circumstances are in effect) of any or all of the procedures contained in this Article. If such unforeseen, uncontrolled and catastrophic circumstances should occur, then the University agrees that, before taking any action that could be interpreted as bypassing the retrenchment procedures, representatives of the University will meet with representatives of the Association to discuss and show evidence of the circumstances described above and to discuss the proposed course of action.

## **ARTICLE XI**

### **Promotion, Tenure and Reappointment**

#### **Section 1. Promotion.**

There is currently in effect a University policy on Faculty promotion that was passed by the Faculty Senate and approved by the Board of Trustees on August 22, 2010. That policy, which is recorded in the *University Policy Register* at 3342-6-15 and incorporated herein as Addendum A, shall remain the University policy on promotion during the term of this contract unless and until said policy is modified as the result of and in accordance with specific recommendations passed by the Faculty elected representatives of the Faculty Senate and approved by the Board of Trustees.

#### **Section 2. Tenure.**

The University reaffirms its commitment to the basic concepts of tenure and pledges that those concepts will be maintained as the basic standards for tenure at Kent State University during the term of this Agreement. There is currently in effect a University policy on Faculty tenure that was passed by the Faculty Senate and approved by the Board of Trustees on August 22, 2010. That policy which is recorded in the *University Policy Register* at 3342-6-14 and incorporated herein as Addendum B, shall remain the University policy on tenure during the term of this contract unless and until said policy is modified as the result of and in accordance with specific recommendations passed by the Faculty elected representatives of the Faculty Senate and approved by the Board of Trustees.

#### **Section 3. Reappointment.**

There is currently in effect a University policy and procedures regarding reappointment that was passed by the Faculty Senate and approved by the Board of Trustees on June 6, 2012. That policy, which is recorded in the *University Policy Register* at 3342-6-16 and incorporated herein as Addendum C, shall remain the University policy and procedures on reappointment during the term of the contract unless and until said policy and procedures are modified as a result of and in accordance with specific recommendations passed by the Faculty elected representatives of the Faculty Senate and approved by the Board of Trustees.

## **ARTICLE XII**

### **Salary**

#### **Section 1. Salaries - General Principles.**

- A. The salary provisions of this Article XII will not be applicable to members of the bargaining unit holding Distinguished Academic Ranks whose salary shall be determined annually by the President of the University. The provisions will also not be applicable to Faculty members who are holders of endowed chairs.
- B. Any standard increment provided during the term of this Agreement will be applicable only to that portion of a Faculty member's salary that is a line item in the academic unit budget and is not applicable to any portion of the Faculty member's salary up to and including 100% of which is determined by other agencies of the State of Ohio.
- C. The University shall continue to "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS) or to an Alternative Retirement Plan (ARP) selected by the Faculty member in lieu of contributions by bargaining unit members, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS or to the selected ARP picked up by the University and contributed to STRS or the ARP for the account of the member employee. No Faculty member shall have the option to receive the contributed amount directly.
- D. Faculty members with twelve (12) month contracts will receive across the board increases which are 2/9 greater than the amount awarded for Faculty members with nine (9) month contracts whenever fixed amounts, rather than percentage increases, are negotiated.

#### **Section 2. Special Salary Adjustments.**

- A. While the Association remains the exclusive agent for negotiating salaries for members of the Faculty, the University reserves the right to adjust salaries beyond the negotiated levels (i) to address salary discrepancies if proven to exist through a salary review, (ii) to match bona fide offers of employment, (iii) and/or in other unusual circumstances. When such an adjustment occurs, the University will inform the Association, in writing, within ten (10) days of its action.
- B. If a salary adjustment is initiated by the University, the appropriate administrator will solicit supporting evidence from the Faculty member and submit that information along with a rationale for the adjustment to the appropriate Dean. The Dean shall then initiate a salary review by consulting with the appropriate Faculty advisory bodies.
- C. If a salary adjustment request is initiated by a Faculty member, he/she shall make the request for a special salary review not later than January 15 by notifying the appropriate Dean with a copy to the departmental chair or school director, if applicable. This request shall include a rationale statement with supporting evidence that documents the Faculty member's case for the adjustment. The Dean shall then initiate a salary review by consulting with the appropriate Faculty advisory bodies.

- D. The University will inform the Faculty member and the Association, in writing, of the outcome of a review initiated by January 15 not later than May 31<sup>st</sup> of the calendar year of the request. If the decision is to grant a salary adjustment, such salary adjustment shall be added to the Faculty member's base salary no later than the start of the academic year following the completion of the review process.
- E. In the case of bona fide offers of employment or other unusual circumstances, an expedited consultation process may be necessary. If a Faculty advisory body cannot meet in a timely manner to consider these adjustments and make a recommendation, the appropriate administrator may consult Faculty via email or other electronic forum.

### **Section 3. President's Faculty Excellence Awards – General Principles.**

- A. When provided for in this Agreement, the University will establish an additional salary pool for the purpose of recognizing exceptional performance by a Faculty member which leads to the achievement of national or international recognition.
- B. All Faculty members are eligible for consideration for these awards. For an initial award, all of the Faculty member's accomplishments while at the University shall be considered. Normally, Faculty members are eligible to receive an award under this Section once in any three-year period; however, an additional award in the same three-year period or in any subsequent award period would be based on additional achievements since the last award. If a Faculty member earned national or international recognition before joining the University, she/he may be considered; however, the Faculty member's record since being hired at the University must justify an award. Similarly, a Faculty member's past achievements that have been previously recognized by any special salary increase(s), (e.g., as described in Section 2 above), will not be considered for an award under this Section.
- C. Awards will be granted to Faculty members based on exceptional performance leading to the achievement of national or international recognition. National or international recognition may be demonstrated in research, teaching, and/or service. Faculty members in all disciplines will be considered and the measures of national or international recognition will be appropriate to the discipline.
- D. The President will award the total amount available in the designated pool during the time period specified in the Agreement. The number of awards per year, the amount of individual awards, and the total amount awarded in each year of the Agreement will be in the sole discretion of the President of the University and the President's decision is final.
- E. Procedures
  - 1. During each award period, the Provost shall request nominations, which may come from department Chairs/Directors, Deans, Faculty advisory body, or individual Faculty members. Those who are nominating colleagues (or self) for this award should provide a discipline-specific context so that reviewers of the nominations understand how to assess the achievement of "national or international recognition." A standard form for nominations will be distributed by the Provost's office and nominations will be collected by the unit administrator for each academic unit on this form.
  - 2. At regional campuses, in Colleges without Departments or Schools, or in the University Libraries the Dean will consult with the appropriate Faculty advisory body and make a

recommendation to the Provost. This recommendation will include all nomination forms submitted, and a summary listing the names and academic units of all Faculty members nominated, whether or not the College or the Campus recommended an award, and the amount recommended (if any).

3. In Colleges with Departments or Schools, the Chair/Director will consult with the FAC and make a recommendation to the Dean. This recommendation will include all nomination forms submitted, and a summary listing the names and academic units of all Faculty members nominated, whether or not the Department/School recommended an award, and the amount recommended (if any). The Dean will then consult with the CAC regarding the nominations and recommendations from the Department/School level before making a recommendation to the Provost which will include all materials provided to the Dean by the Department or School in addition to the Dean's recommendation.
4. The Provost shall make a final recommendation of the awardees which is subject to the approval of the President. President's Faculty Excellence Awards will be distributed at the beginning of the next academic year, and will become part of the Faculty member's base annual contract salary. The awards will be added to the Faculty member's salary after all other applicable salary increments have been entered.

#### **Section 4. Merit Awards – General Principles.**

- A. When provided for in this Agreement, the University will establish an additional salary pool for the purpose of recognizing documented meritorious Faculty performance. The parties agree that the purpose of merit awards is to both reward meritorious performance during the period reviewed and motivate future meritorious performance.

Three (3) broadly-defined categories of documented meritorious Faculty performance, consistent with the mission of the academic unit/campus and the evaluative criteria and relative weighting defined in the academic unit/campus section of the Faculty Handbook, are to be recognized through merit awards: (1) documented meritorious performance in research and/or creative activities; (2) documented meritorious performance in teaching; and (3) documented meritorious service to the unit/campus, college, University, and/or academic profession.

- B. When merit awards are available, pools for this purpose shall be established separately for the Kent campus (the "Kent Campus pool") and for the Division of Regional Campuses (the "Regional Campus pool"). In each year, the Kent Campus pool shall be equal to the designated percentage of the previous academic year's base annual contract salaries of Faculty members eligible for consideration for a merit award under Section D below. In each year, the Regional Campuses pool shall be equal in per capita amount for eligible Faculty members from the Division of Regional Campuses to the per capita amount calculated for eligible Faculty members from the Kent Campus by the application of the above formula.
- C. Each academic unit on the Kent Campus and each Regional Campus will determine what percentage of the merit award pool shall be used to support awards in each of the three (3) categories identified in Section 4.A. of this section. However, no academic unit or Regional Campus shall allocate less than 20% of the merit award pool to support any of the three (3) categories. This determination shall be made by each academic unit and campus prior to the review of materials submitted by Faculty members applying for merit awards and shall be included in the academic unit/campus section of the Faculty Handbook.

- D. To be eligible for consideration for a merit award, an individual must be a current member of the bargaining unit and have been a member of the bargaining unit for the majority (more than 50%) of the period established as the review period for the awards. Only documented meritorious performance that took place while the individual was a member of the bargaining unit may be considered when allocating merit awards. In the case of long term projects, some portion of the work, including its final phase, may have been undertaken while the Faculty member was not a member of the bargaining unit. In such cases, only the portion of the work that was undertaken while the Faculty member was a member of the bargaining unit may be considered when allocating merit awards.
- E. Procedures.
1. The Provost shall distribute the Kent Campus pool on a per capita basis to the academic units of the Kent Campus. The Provost shall distribute the Regional Campuses pool on a per capita basis to each of the regional campuses within the Division of Regional Campuses.
  2. Eighty percent (80%) of the allocation shall be distributed on a per capita basis to each college, college without departments or schools, University Libraries or regional campus and shall be for the purpose of establishing merit awards at the academic unit or regional campus level. For colleges with departments or schools on the Kent campus, the Dean shall distribute the 80% pool on a per capita basis to the academic units in the College.
  3. Twenty percent (20%) of the allocation shall be reserved for use in the sole discretion of the College or regional campus Dean to supplement awards or to make additional merit awards in the College, regional campus or University Libraries.
  4. At each academic unit and regional campus, preliminary assessment of materials submitted for evaluation will be made by an ad hoc Faculty body composed of the Faculty advisory body identified for that purpose according to the criteria in the academic unit/campus section of the Faculty Handbook and any other Faculty applying for an award who wish to participate in the evaluation. The ad hoc Faculty body will make an advisory recommendation to the academic unit or regional campus administrator concerning the allocation of merit awards in each of the three (3) categories of research/creative activity, teaching, and/or service.
  5. Following receipt and consideration of these advisory recommendations from the ad hoc Faculty body, the academic unit or campus administrator will make a preliminary determination of merit awards, and will notify all Faculty of the preliminary determinations for all Faculty members in the academic unit or campus. A Faculty member will have the right to request reconsideration of the preliminary determination. This request will be considered by the ad hoc Faculty body, which will make an advisory recommendation on the merits of the request to the academic unit or campus administrator. The academic unit or campus administrator makes the final determination on the allocation of the merit awards at this level.
  6. The final determination of a department Chair or school director shall be transmitted to the appropriate Dean, along with a justification for the awards based on the criteria for merit awards as established in the academic unit/campus section of the Faculty Handbook. The final determination of a regional campus Dean, along with a justification

for the awards based on the criteria for merit awards as established in the academic unit/campus section of the Faculty Handbook, shall be transmitted to the Provost or his/her designee. The final determination of the Dean of an academic unit without departments or schools shall be transmitted directly to the Provost, along with a justification for the awards based on the criteria for merit awards as established in the academic unit/campus section of the Faculty Handbook.

7. While there is no guarantee that all who are eligible and apply for a merit award will receive one, no limit shall be imposed on the number or percent of eligible Faculty who may receive an award in each academic unit or regional campus. In some cases, two or more Faculty members may have equally meritorious performance in a given category; however, in no case should all eligible Faculty members in an academic unit or campus receive identical merit awards in any of the three (3) categories of research/creative activity, teaching, and service. Instead, differences in award amounts shall reflect differences in Faculty performance in each of the three (3) categories.
  8. Upon receipt of final determinations from department Chairs/school directors in Colleges with departments and schools or from the ad hoc Faculty body in Colleges without departments or school, University Libraries, or regional campuses, the Deans of Colleges with departments and schools, Deans of Colleges without departments or schools, the Dean of University Libraries and the Regional Campus Deans, shall distribute his/her discretionary pool and distribute the final merit awards
  9. Procedures and timelines for determining merit awards for any given year shall be conducted in accordance with guidelines issued by the Office of the Provost, following consultation with the Association. The Association shall be provided at least five (5) days to review and comment upon the proposed guidelines. Criteria, performance expectations, and academic unit/campus procedures for assessing meritorious performance shall be included in academic unit/campus sections of the Faculty Handbook and communicated to the Faculty in advance of the submission of materials for review.
- F. Merit awards will become part of the continuing bargaining unit member's base annual contract salary at the beginning of the employment contract for the academic year after the award is given. The award will be added to the bargaining unit member's salary after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

## **Section 5. Salaries - Academic Years 2015-2016 through 2017-2018.**

### **A. For the Academic Year 2015-2016.**

1. *Standard increment.* For the academic year 2015-2016, each continuing member of the bargaining unit shall receive a standard increment of two percent (2%) of his/her base annual contract salary as it had been established for academic year 2014-2015. This standard increment will be retroactive to the start of the 2015-2016 academic year contract.
2. *Compression Adjustment.* Faculty at the rank of Associate Professor and Professor will receive the following Compression Adjustment: \$150 added to base salary for each full academic year of service in the rank held at the beginning of academic year 2015-2016, up to a maximum of \$1,500. These adjustments will be added to the faculty member's

salary for academic year 2015-2016 after the standard increment has been applied. This Compression Adjustment will be retroactive to the start of the 2015-2016 academic year.

3. *President's Faculty Excellence Awards.* In addition to the above minimum standard base increment, an additional salary pool of \$400,000 is established for academic years 2015-2016, 2016-2017 and 2017-2018 for the Kent Campus and Regional Campuses combined for President's Faculty Excellence Awards as set forth in Section 3 above. The amount awarded from the pool for academic year 2015-2016 will be in the sole discretion of the President and shall be for the purpose of recognizing documented Faculty excellence in achievement, performance, and contribution in accord with the principles set forth in Section 3 above. Any amount remaining in the pool will be available in academic years 2016-2017 and 2017-2018, as determined by the President. Awards will be made by April 15, 2016 and will be added to the faculty member's salary at the beginning of the employment contract for academic year 2016-2017 after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

B. For the Academic Year 2016-2017.

1. *Standard increment.* For the academic year 2016-2017, each continuing member of the bargaining unit shall receive a standard increment of two percent (2%) of his/her base annual contract salary as it had been established for academic year 2015-2016.
2. *President's Faculty Excellence Awards.* In addition to the above minimum standard base increment, an additional salary pool is established for both the Kent Campus and Regional Campuses for President's Faculty Excellence Awards as set forth in Section 3 above. The amount awarded from the pool for academic year 2016-2017 will be in the sole discretion of the President and shall be for the purpose of recognizing documented Faculty excellence in achievement, performance, and contribution in accord with the principles set forth in Section 3 above. Any amount remaining in the pool will be available in academic year 2017-2018, as determined by the President. Awards will be made by April 15, 2017 and will be added to the faculty member's salary at the beginning of the employment contract for academic year 2017-2018 after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

C. For the Academic Year 2017-2018.

1. *Standard increment.* For the academic year 2017-2018, each continuing member of the bargaining unit shall receive a standard increment of two percent (2%) of his/her base annual contract salary as it had been established for academic year 2016-2017.
2. *President's Faculty Excellence Awards.* In addition to the above minimum standard base increment, an additional salary pool is established for both the Kent Campus and Regional Campuses for President's Faculty Excellence Awards as set forth in Section 3 above. The amount awarded from the pool for academic year 2017-2018 will be the amount remaining in the pool, if any, that was not distributed in academic years 2015-2016 and 2016-2017 and will be awarded in the discretion of the President for the purpose of recognizing documented Faculty excellence in achievement, performance, and contribution in accord with the principles set forth in Section 3 above. Awards will be



made by April 15, 2018 and will be added to the faculty member's salary at the beginning of the employment contract for academic year 2018-2019 after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

3. *Merit Awards.* In addition to the above minimum standard base increment, an additional salary pool equal to two percent (2%) of the base annual contract salaries for academic year 2017-2018 of continuing members of the bargaining unit shall be established at the Kent Campus and for the Regional Campuses for the purpose of recognizing documented, meritorious Faculty performance in accord with the principles set forth in Section 4 above. The period for which Faculty performance is to be assessed is from August 18, 2014 through December 31, 2017, or for Faculty who entered the bargaining unit after August 18, 2014, from the effective date of appointment to a position in the bargaining unit of Kent State University through December 31, 2017. Awards will be made by May 1, 2018 and will be added to the faculty member's salary at the beginning of the employment contract for academic year 2018-2019 after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

#### **Section 6. Promotion Increments.**

Any Faculty member who is promoted in rank shall receive the following promotion increase:

<i>Promoted to:</i>	<i>Promotion Increase:</i>
Full Professor	\$9,000
Associate Professor	\$6,000

#### **Section 7. Salary Minima [Floors].**

As a means of assuring appropriate entry-level pay at each regular full-time academic rank for highly skilled and extensively trained professionals such as University Faculty, the University's past practice of establishing salary minima on a University-wide basis for each regular academic rank shall be preserved. The minimum annual contract salaries for Faculty members at each of the professional academic ranks for the term of this Agreement shall be as follows:

	<i>9 mo. contract</i>	<i>12 mo. contract</i>
Professor	\$80,896	\$98,872
Associate Professor	\$67,432	\$82,418
Assistant Professor	\$52,397	\$64,042

## **ARTICLE XIII**

### **Medical Benefits**

#### **Section 1. Medical Insurance.**

##### **A. Maintenance of Benefits**

1. During the life of this Agreement the University agrees to maintain the existing insurance benefits unless otherwise stipulated below including the removal of benefit limits for well-child care for children from birth to age eighteen (18). Well-child care includes a review performed in accordance with the American Academy of Pediatrics. This review includes a history, complete physical examination, and developmental assessment along with anticipatory guidance, laboratory tests, and immunizations.
2. During the life of this Agreement, the University agrees to continue offering health insurance plans according to the guidelines set forth below:
  - a. The University reserves the right to change or reduce the number of medical insurance carriers during the life of this Agreement so long as there is no significant disruption in patient provider relationships as a result of a change in carriers or a reduction in the number of carriers. "Significant disruption in patient provider relationships" shall be determined for medical insurance plans according to the following method:
    - i. The University will request from the current primary insurance network administrator or administrators a complete provider utilization profile for the most recent twelve (12) months of claim experience. This file will contain all facility (hospital, urgent care center, etc.) and professional (physician, physical therapist, etc.) claim charges submitted for the group for the specified time.
    - ii. The University and the administrator will then identify the percent total dollars and the percent of individual claims that were incurred with providers that are participating in the current network. If the analysis is for a proposed reduction in carriers, the calculation will be based on the combined coverage of the current carriers.
    - iii. The University will then request that prospective insurance network administrators make a similar determination for the percent of total dollars charged and percent of individual claims incurred.
    - iv. If both the percent claim dollars charged and individual incurred claims covered by the proposed administrator are equal to or greater than ninety (90) percent of the percentage identified by the current network administrator, then "no significant disruption" is determined.
  - b. The University may offer Faculty voluntary access to additional plans provided by medical insurance carriers that do not meet the requirement of "no significant disruption."

- c. The University reserves the right to change carriers for other types of coverage during the life of this Agreement so long as the plan of benefits is not reduced, except as provided below.

**B. Health Insurance Benefits for 2016 and later.** During the life of this Agreement, the University will allow Faculty members to select one (1) of three (3) health insurance plans as set forth herein:

1. For calendar year 2016 and thereafter for the life of this Agreement, the 90/70 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment A hereto.
2. For calendar year 2016 and thereafter for the life of this Agreement, the 80/60 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment A hereto.
3. In calendar year 2016, the 70/50 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment A hereto. In calendar year 2017 and later, a high deductible health plan will replace the 70/50 PPO plan, with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment B hereto.
4. In addition to the plans described in B1 to B3 above and made available through the primary insurance network, the University may, in its discretion also offer access to an alternative network of providers for benefits and cost sharing provisions identical to the 90/70 PPO and 80/60 PPO plans.
5. Faculty members electing coverage under any of the Medical Plan options will contribute an amount per paycheck which will be calculated with the contribution at the median University salary level equal to 17% of the cost of coverage for the 90/70 PPO, 15% of the cost of coverage for the 80/60 PPO and 13% of the cost of coverage for the 70/50 PPO.
6. There shall be twelve (12) salary levels in the schedule of employee contributions. Contributions per paycheck will be calculated in the same manner as those appearing in the estimates in Schedule A attached.

**C. Coverage for Preventive Services.**

All mammograms, routine PAP smears, and routine prostate function examinations (to include the prostate-specific antigen (PSA) test) are considered to be covered expenses under all medical plans, subject to the terms and conditions of those plans. These services will not be subject to the annual deductible, but will be subject to appropriate coinsurance and other coverage provisions.

**D. Prescription Drug Benefit.**

Faculty members electing any of the Medical Plan options will be covered under the current prescription drug benefit plan. Purchases are subject to a co-insurance payment from the employee, but are not subject to an annual deductible.

1. Prescription drug benefits for Faculty members electing any medical benefit plans shall also include coverage for oral contraceptives.
2. The prescription drug benefit provided to employees electing any of the medical plans will include the following features:
  - a. Medications may be received from either a retail pharmacy or a mail service pharmacy subject to the limitations below. The maximum prescription available at a retail pharmacy is a 30-day supply; the maximum prescription available from the mail service pharmacy is a 90-day supply.
  - b. Co-insurance levels will be 10% for generic medications, 20% for brand name medications and 40% for brand name medications when a generic equivalent is available. The maximum coinsurance for any single prescription will be \$60, except when a brand name medication is prescribed when a generic equivalent is available. In this case, the maximum coinsurance for any single prescription will be \$100, unless the physician has written the prescription dispense as written.
  - c. Benefits will be provided for maintenance medications (whether brand or generic) through a retail pharmacy for a 30-day prescription and two 30-day refills at the retail level. After the initial 90-day period, benefits will be provided for maintenance medications through the mail service pharmacy only.

## **Section 2. Dental Benefits.**

For calendar year 2016 and thereafter during the life of this Agreement, the University will maintain the current PPO plan, or its equivalent, currently administered by Delta Dental, which includes a high, basic or low option. The terms of the coverage will remain unchanged from those in calendar year 2015. (See Attachment C.) Employee co-payment of premiums for single, dual coverage (one dependent) and family coverage (more than one dependent) will be calculated at a rate of 26.4% of the cost of coverage for each plan option.

## **Section 3. Vision Care Benefit.**

Faculty members electing any of the Medical Plan options will be covered under the current vision care benefit plan. The basic vision care benefit plan effective January 1, 2016 shall be maintained for the life of this Agreement. (See Attachment D.) Any unused benefit per person per year may be carried over to the subsequent year up to a maximum of two years.

## **Section 4. Wellness Benefit.**

The University will continue to explore enhancements to its wellness programs. This may include voluntary programs that include financial incentives. The comprehensive wellness program optimally supports the engagement of faculty, staff and families to develop a sustainable culture of wellness on campus.

## **Section 5. Domestic Partner Benefits.**

Domestic partners, opposite or same sex, of a bargaining unit member may be covered for all benefits including medical, dental, life, personal accident insurance, and tuition remission at the same contribution

level applicable to a spouse. Benefits for domestic partners will be subject to IRS rules and regulations, including any limitations to working partners covered by other employers. In order to be eligible for domestic partner benefits, the following conditions must be met: Faculty member and domestic partner

- A. share a permanent residence (unless residing in different cities, states, or countries on a temporary basis);
- B. are the sole domestic partner of each, having been in the relationship for at least six (6) months, and intending to remain in the relationship indefinitely;
- C. are not currently married to or legally separated from another person under either statutory or common law.
- D. are responsible for each other's welfare;
- E. are not related by blood to a degree that would bar marriage in the state of Ohio;
- F. are financially interdependent on each other verified by documentation of at least three of the following:
  - 1. joint ownership of real estate property or joint tenancy on a residential lease;
  - 2. joint ownership of an automobile;
  - 3. joint bank account or credit account;
  - 4. a will designating the domestic partner as the primary beneficiary;
  - 5. a retirement plan or life insurance policy designating the domestic partner as the primary beneficiary;
  - 6. a durable power of attorney signed to the effect that powers are granted to one another.
- G. Faculty and partner shall be at least age eighteen and be able to enter into contracts.

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

#### **Section 6. Donated Sick Leave Pool.**

- A. Guidelines
  - 1. The parties agree that the currently existing Sick Leave Bank will be converted to a Donated Sick Leave Pool. All previously donated sick leave currently in the Sick Leave Bank shall be transferred to the Sick Leave Pool and will continue to be available to Faculty.
  - 2. Participation by Faculty in the Donated Sick Leave Pool will be on a voluntary basis.
  - 3. Only Faculty may use sick leave from this Donated Sick Leave Pool.

4. Each Faculty member may contribute up to ten (10) days of his/her accumulated sick leave during the annual donation period. The donation periods will be September 1 through September 30 of each academic year. Donated days are not returnable.
5. Faculty may also donate sick leave to others in the University community in response to requests through other campus wide sick leave donation programs if they so choose.

**B. Operational Procedures.**

1. The Office of Academic Personnel will be responsible for the ongoing administration of the Donated Sick Leave Pool.
2. Use of days from the Donated Sick Leave Pool will be limited to personal illness of, or injury to, the bank member and to other qualifying circumstances as defined in the University's sick leave policy and procedures, currently incorporated in the University Policy Register at 3342-6-11.1. For the limited procedural purposes of implementing and maintaining the Donated Sick Leave Pool only, a "day" is defined as an 8-hour working day.
3. Use of days from the Donated Sick Leave Pool will be considered only after the individual has used all of his/her accumulated sick leave days.
4. Normally the maximum number of days that a Faculty member may use may not exceed thirty (30) days in any academic year. In cases of a documented medical condition requiring an extended absence from assigned duties, beyond the normal parameters of the Donated Sick Leave Pool, a Faculty member may request an additional thirty (30) days. In cases involving extraordinary circumstances, a request for the withdrawal of additional days in thirty-day increments beyond the initial extension of thirty days in thirty-day increments, up to a total of 180 days, may be made to the administering office or agency. The administering office or agency will review all such requests and make a recommendation to the Vice President for Human Resources, or his/her designee, for final determination.

**Section 7. Conversion of Sick Leave to Paid Personal Leave.**

Faculty shall be eligible for and may request conversion of accrued sick leave to paid personal leave during a regular academic year for 9-month Faculty and for the regular annual appointment period for 12-month Faculty within the following parameters:

- A. Requests to convert accrued sick leave to personal leave are intended to cover absences due to mandatory court appearances, legal or business matters, family emergencies or any other personal matters.
- B. The following procedures will be followed:
  1. Requests must be approved in advance by the appropriate academic unit administrator (department chair, school director, regional campus dean, college dean, or Dean of Libraries and Media Services).

2. Normally such requests, utilizing the University's standard procedure for approving sick or personal leave absences, will be filed with the appropriate administrator five (5) days in advance of the requested absence.
  3. Any such request will indicate how any instructional duties or other University-service responsibilities will be affected and what is the planned disposition of those duties and responsibilities during the requested absence.
  4. Personal leave requests will not be granted unless approved by the appropriate administrator.
  5. If a Faculty member is unable to submit a request in advance of an absence, then he/she must submit the appropriate request for approval of an absence immediately upon return.
- C. Personal leave may be requested in minimum units of one-half day (4 hours).
- D. A Faculty member must retain a minimum balance of at least 120 hours of accrued sick leave.
- E. A maximum of 32 hours (4 days) of accrued sick leave may be converted to personal leave per year for 9-month Faculty.
- F. A maximum of 40 hours (5 days) of accrued sick leave may be converted to personal leave per year for 12-month Faculty.

## **ARTICLE XIV**

### **Other Benefits**

#### **Section 1. Life Insurance Benefits.**

- A. During the life of this Agreement, the basic life insurance benefit made available to Faculty members shall be calculated as 3 times base annual earnings, rounded to the next highest \$1,000, but not more than \$225,000. A separate additional benefit up to the amount of the life insurance will be paid for accidental death and, dismemberment, or loss of sight. The amount of Life and Accidental Death and Dismemberment/ Loss of Sight benefits will be reduced to 65% at age 65, and further reduced (from the original insurance amount) as follows: to 50% at age 70, and 35% at age 75. Basic life insurance and AD&D benefits will be provided with no employee contributions.
- B. Faculty members will be eligible to purchase the following supplemental coverage:
  - 1. additional amounts of group term life insurance at a level of between one and three (3) times the Faculty member's annual salary with a maximum of \$600,000. The guaranteed issue level at initial enrollment will be determined by the life insurance carrier and any amounts over the guaranteed level will be subject to the underwriting requirements of the life insurance carrier.
  - 2. group term life insurance for spouses at a level of between one (1) and three (3) times annual salary with a maximum of \$600,000. The guaranteed issue level at initial enrollment will be determined by the life insurance carrier and any amounts over the guaranteed level will be subject to the underwriting requirements of the life insurance carrier.
  - 3. group term life insurance for eligible dependent children at a level of \$10,000.

#### **Section 2. Utilization of Wellness and Recreation Center.**

For the duration of this Agreement, Faculty will have the right to utilize the University's Wellness and Recreation Center (WRC) at membership rates no greater than the "Dependent Membership" rate established by the membership rate structures for WRC membership.

#### **Section 3. Section 125 Plan.**

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

The University will continue to treat qualified transportation expenses as provided for in Section 132 of the Internal Revenue Code.



#### **Section 4. Non-Academic Leaves.**

The University will continue to make leaves of absence available to members of the Faculty in accordance with then-current University policy. The University will give the Association thirty (30) days written notice prior to implementing any change in non-academic leaves, during which time the University agrees to meet and confer with the Association concerning the impact of such proposed changes on members of the Faculty. Such leaves shall include: leave of absence without pay, sick leave, temporary disability leaves, court leave, and military leave of absence.

#### **Section 5. Vacation for 12-month Faculty.**

Vacation will accrue for 12-month Faculty on the same basis as full-time unclassified employees.

#### **Section 6. Reimbursement for Instructional Travel Mileage, Parking & Tolls.**

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

#### **Section 7. Rates for Kent Campus Faculty Parking Permits.**

Rates for parking for members of the bargaining unit shall be as follows during the life of this Agreement:

	<i>Per semester</i>	<i>Per academic year</i>	<i>Per twelve months</i>
2015-2016	57.33	114.66	152.88
2016-2017	59.04	118.08	157.44
2017-2018	60.75	121.50	162.00

The above rates will not apply to any newly-developed premium parking locations/parking decks provided that Faculty members are not assigned to park there without another option.

#### **Section 8. Early Retirement.**

- A. The decision to retire is an individual matter. The University will provide advice and counsel to any Faculty member who may wish to examine the possibilities available through early retirement. The individual Faculty member should first determine his/her retirement status and options with the State Teachers Retirement System.
- B. The University and the Association mutually recognize that under appropriate circumstances and when appropriately structured and implemented, an early retirement incentive program is mutually desirable. Accordingly, the Association hereby authorizes the University to develop and implement an early retirement incentive program at such time and under such terms and conditions as the University deems appropriate. The University shall provide the Association

with information about the terms and conditions of the program at least three (3) months prior to implementation.

#### **Section 9. Alternative Retirement Plan.**

The University will continue to offer an alternative retirement plan (ARP) to Faculty who are eligible under state law to participate in such a plan. The terms of the plan are spelled out in a plan document approved by the Ohio Attorney General, and include the following provisions:

- A. Contributions will be maintained so that the total University contribution (the combination of: the payments to STRS to offset the negative impact of the ARP and the contributions to the ARP itself) will be equal to the University contributions for STRS members.
- B. Employee contributions shall be identical to the employee contribution to STRS.
- C. The vesting in the ARP shall be immediate.
- D. Contributions during leaves of absence would be continued as they are for STRS currently, to the extent permissible under the Internal Revenue Code.

#### **Section 10. Fee Remission.**

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

#### **Section 11. Paid Parental Leave.**

The University will provide paid parental leave to Faculty members to recover from childbirth and/or to care for or bond with a child.

- A. Eligibility
  - 1. In order to be eligible for Paid Parental Leave, a Faculty member must have become a new parent as a birth mother, birth father, adoptive parent, foster care parent with legal custody or guardianship, same sex spouse, or domestic partner.
  - 2. A Faculty member must have completed at least one full academic year of service, excluding summer sessions, prior to the date Paid Parental Leave is to commence. Faculty members who attain one full academic year of service, excluding summer sessions, while on leave for the purpose of birth, the adoption of a child, or the fostering of a child will be eligible for a pro-rated portion of Paid Parental Leave. One Paid Parental Leave benefit is available per Faculty member, per birth, adoption, or foster care placement event. The number of children involved does not increase the length of Paid Parental Leave granted for that event.

3. Eligible parents who are both Faculty members are individually entitled to use Paid Parental Leave.
4. There shall be no limit placed on the age of a newly adopted or foster care child for purposes of eligibility to utilize Paid Parental Leave.

B. Terms and Conditions

1. Paid Parental Leave is paid at 100% of the Faculty member's regular base salary only during the Faculty member's nine (9) or twelve (12) month contract, as applicable. Paid Parental Leave does not include payment for any summer, intercession or overload assignment(s).
2. A Faculty member will be eligible for six (6) weeks of Paid Parental Leave for a birth mother, birth father, adoptive parent, foster care parent with legal custody or guardianship, same sex spouse, or domestic partner to care for and bond with a newborn, newly adoptive child, or newly fostered child.
3. An additional six (6) weeks of sick leave either from the Faculty member's own accumulated total of sick leave and/or vacation or time transferred to the Faculty member from the sick leave pool may be used to supplement the Paid Parental Leave benefit so that a parent is able to maintain income for the entire twelve (12) weeks of FMLA eligibility following childbirth, adoption, or foster care placement for the purpose of recovery from childbirth, and bonding.
4. An eligible Faculty member will have the discretion to use Paid Parental Leave before or after accrued sick leave and vacation. However, an employee must exhaust Paid Parental Leave and accrued sick and vacation leave prior to going on an unpaid FMLA status.
5. Paid Parental Leave shall run concurrently with FMLA. Paid parental leave will ordinarily be used on a continuous leave basis, but may be used intermittently subject to the same requirements, including the University's approval, as required under the FMLA.
6. Paid Parental Leave should generally commence following the birth, adoption, or foster care placement, but in some instances may occur prior to the event when deemed medically necessary or when needed to fulfill the legal requirements for an adoption or foster placement, provided all eligibility requirements are met.
7. Paid Parental Leave should be used during the twelve (12) weeks immediately following the birth, adoption, or foster care placement. Exceptions will be considered on a case-by-case basis and the Faculty member's request is subject to approval by the academic unit administrator or campus dean, the College Dean and the Provost.
8. A Faculty member who utilizes Paid Parental Leave is required to return to full-time work for at least one full academic year, excluding summer sessions, following the conclusion of the leave. If the employee does not fulfill this obligation, he/she must reimburse the University for the salary that he/she received during the leave. This requirement may be waived if the employee is unable to return to work due to non-reappointment, denial of tenure, a disabling medical condition, to care for a newborn with a serious medical condition(s), or other circumstances beyond the employee's control.

9. During the period a Faculty member is utilizing Paid Parental Leave, there shall be no accrual of sick leave and/or vacation.
10. Unless a probationary Faculty member has requested and been granted an extension of his/her probationary period under the University Policy and Procedures Governing Modification of the Faculty Probationary Period (Policy Register 6-13), use of Paid Parental Leave will not affect the date for his/her mandatory tenure review.
11. Paid Parental Leave is a benefit of employment and its use shall not have a negative impact on the Faculty member's evaluation in the reappointment, tenure or promotion process and/or the Faculty member's employment status.

## **ARTICLE XV**

### **Faculty Fitness for Duty**

**Section 1.** The University and the Association are committed to providing a safe, efficient and productive working environment for the benefit of the University community and the public. The University and the Association agree that Faculty members are expected to be fit for duty when they are performing work for the University and that Faculty members are expected to perform their job responsibilities in an effective and safe manner at all times. The University and the Association agree that Faculty members who are not fit to perform their duties may have a detrimental impact on themselves, on other members of the University community, and/or on the public. The University and the Association agree that, from time to time, various issues that can be identified and addressed may have an impact on a Faculty member's fitness for duty. The University and the Association also agree that the need for a fitness for duty evaluation of a Faculty member is a serious matter and should only take place when the University's ability to provide a safe, efficient and productive working environment is at risk. The University and the Association also agree that a fitness for duty evaluation, while serious, is itself a non-disciplinary process intended to identify and potentially address any issue that may be having an impact on a Faculty member's fitness for duty.

**Section 2.** This Article establishes the non-disciplinary procedures by which the University may evaluate a Faculty member's fitness for duty and, whenever possible, assist the Faculty member in addressing any issue(s) that may be identified. A Faculty member's fitness for duty may be evaluated when a Faculty member is:

- A. Having difficulty performing his/her duties effectively and/or in a manner that is safe for the Faculty member, for other members of the University community, or for the public, as observed and reported by a University employee, student and/or member of the public and as verified by an administrative officer. (For the purposes of this Article, an administrative officer is defined as an unclassified University employee who holds a position at the level of Department Chair and higher in the University's administrative structure); or
- B. Posing an imminent and/or serious threat to self or others, as determined by an administrative officer.

#### **Section 3. Procedures.**

- A. An administrative officer who receives reliable information that a Faculty member may not be performing his/her job responsibilities in an effective and/or safe manner, or through personal observation believes a faculty member is not performing his/her duties in an effective and/or safe manner, will validate and document the information or observations as soon as is practicable. Observations that may trigger the need to evaluate a Faculty member's fitness for duty include, but are not limited to: a noted deterioration in coordination, dexterity, concentration, memory, alertness, vision, hearing, speech or hygiene; apparent drug or alcohol abuse; a pattern of inappropriate interactions with colleagues, students, or staff; or suicidal and/or threatening statements.
- B. In some circumstances, an administrative officer, in his/her discretion, may address a short term concern about a Faculty member's fitness for duty by sending the Faculty member home for the remainder of the day. In these circumstances, the administrative officer will meet with the

Faculty member upon his/her return to work to confirm that any short term concern has been resolved.

- C. The administrative officer will discuss the information or observations with the Faculty member at the earliest possible time and he/she will encourage the Faculty member to explain his or her actions, and/or to correct any errors of fact contained in the administrative officer's description of those actions.
  - 1. If, after discussing the matter with the affected Faculty member, the administrative officer determines that an evaluation of the Faculty member's fitness for duty is needed, the administrative officer will immediately notify the affected Faculty member that additional steps are contemplated. The administrative officer will discuss options with the Faculty member and will advise the Faculty member that his/her agreement is needed before a fitness for duty evaluation will be initiated. The administrative officer shall contact the Provost, or his/her designee, as soon as reasonably possible after he or she determines that further evaluation of the Faculty member's fitness for duty is needed. The Provost, or his/her designee, will contact the Office of Human Resources and the Association.
  - 2. If, after discussing the matter with the affected Faculty member, the administrative officer determines that the Faculty member is an immediate danger to him/herself, to others, or to University property, the administrative officer shall direct the Faculty member to leave the work place, immediately contact the Kent State University Police Department, and, after any safety issues have been addressed, contact the Office of Human Resources and the Provost.
  - 3. If, after discussing the matter with the affected Faculty member, the administrative officer has a reasonable belief that a crime may have been committed, the administrative officer will immediately contact the Kent State University Police Department for assistance.
- D. Based on the information provided by the administrative officer, the Provost or his/her designee, in consultation with a representative from the Office of Human Resources, will assist the administrative officer in determining whether a fitness for duty evaluation is required and, if so, the type of evaluation and the type of health service provider needed to make the evaluation. (For the purpose of this Article, 'health service provider' is defined as a doctor of medicine or osteopathy, clinical psychologist, psychiatrist, advanced practice nurse, licensed professional counselor, or other medical service provider that is licensed to practice in the state of Ohio or in the state in which the employee resides, if the Faculty member resides outside the state of Ohio, and has the necessary competencies to evaluate the issue(s) identified.)
- E. After consultation with the Provost, or his/her designee, and a representative from the Office of Human Resources, the administrative officer will provide information concerning the fitness for duty evaluation to the Faculty member. The administrative officer will also provide the Faculty member with a copy of this Article and inform the Faculty member that he or she may consult with the Association concerning the fitness for duty evaluation. Within five (5) working days, the Faculty member will decide whether to undergo the proposed fitness for duty evaluation.
- F. If the Faculty member agrees to undergo the fitness for duty evaluation, the Provost, or his/her designee, may, in his/her discretion either return the Faculty member to his/her regularly assigned duties or place the Faculty member on paid administrative leave for the duration of the fitness for

duty evaluation. The Provost, or his/her designee, will notify the Association if a Faculty member is placed on paid administrative leave for the duration of a fitness for duty evaluation.

- G. When the Office of Human Resources and administrative officer determine that a fitness for duty evaluation is required and the type of health service provider needed to make the evaluation, the Faculty member will have an opportunity to designate a qualified health service provider from among providers who have the necessary competencies to evaluate the issue(s) identified.
- H. The Office of Human Resources will provide a form for the designated health service provider to complete to certify whether the Faculty member is fit for duty and, if applicable, any conditions of return to work. The form will include a description of the circumstances leading to the request for evaluation and a list of the faculty member's job responsibilities. The Faculty member will provide the appropriate consent and release so that the Office of Human Resources may communicate with the health service provider as necessary.
- I. The University is responsible for the cost of the fitness for duty evaluation to the extent that such assessment is not covered by the Faculty member's health insurance.
- J. The Office of Human Resources will inform the Provost whether or not the health service provider has determined that the Faculty member is fit for duty and, where applicable, of any conditions of return to work.
- K. Where the health care provider determines that the Faculty member is fit for duty, the Provost, in his/her discretion, may request a second independent certification provided by a health service provider selected by the University. The University will be responsible for the cost of the second health service provider's evaluation.
- L. If the second health service provider agrees that the Faculty member is fit for duty, that determination shall be final regarding the Faculty member's fitness for duty. If the first and second health service providers come to different conclusions about whether a Faculty member is fit for duty, the Faculty member may request a third evaluation by a health service provider mutually agreed upon by both the University and Faculty member. The Faculty member will be responsible for the cost of the third health service provider. The third health service provider's determination shall be final regarding the Faculty member's fitness for duty. If the final determination is that the Faculty member is not fit for duty, the Faculty member can make use of available sick leave, vacation, or other paid or unpaid leave(s) that may be available pursuant to University policy and applicable law. Prior to returning to work, the Faculty member will present a written determination from a health service provider that the Faculty member is fit to return to work.
- M. Once a Faculty member agrees to undergo a fitness for duty evaluation, the Faculty member will comply with all aspects of the fitness for duty evaluation process including, but not limited to, furnishing necessary consent and release forms to the health service provider and, if applicable, any conditions of return to work. Noncompliance by the Faculty member may result in disciplinary action up to and including termination pursuant to Article VIII (Sanctions for Cause) of this Agreement.
- N. Any document containing medical information about a Faculty member is considered a medical record, will be treated as confidential, and will be maintained in the Office of Human Resources in a file separate from the Faculty member's personnel file.

- O. This Section is not intended to be used as a substitute for routine performance evaluations of Faculty pursuant to University policies or this Agreement.
- P. The University and the Association agree that this process is non-disciplinary; that this process is not required prior to action by the University pursuant to Article VIII (Sanctions for Cause) of this Agreement; and that any grievance or arbitration would be limited solely to a review of the procedural requirements set forth in this Article. The University and the Association also agree that a Faculty member's decision not to undergo a fitness for duty evaluation is not in and of itself a basis for action by the University pursuant to Article VIII (Sanctions for Cause) of this Agreement.



## **ARTICLE XVI**

### **No Strike No Lockout**

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

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

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

## **ARTICLE XVII**

### **Association Rights**

#### **Section 1.**

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

#### **Section 2.**

During the fall semester of each academic year, the University will furnish to the Association a complete list of the members of the Faculty. The University will also provide interim changes, including promotions, terminations, and new hires of bargaining unit members and their departmental affiliation to the Association by copy of the Board Books after each official Board meeting. If a change results in a Faculty member becoming ineligible for membership in the bargaining unit, the University will notify the Association within ten (10) calendar days of the effective date of the change in status.

#### **Section 3.**

The University agrees to make available to the Association during the term of this Agreement such data and information that is relevant to the enforcement or negotiation of this Agreement as provided pursuant to Ohio Revised Code, Chapter 4117 as it may be amended or interpreted by the State Employment Relations Board.

#### **Section 4.**

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

#### **Section 5.**

The University agrees to extend to the Association general accessibility to University services, including duplicating, printing, audio-visual, and food services, on the same basis that such are made available to campus organizations so long as such accessibility to University services is used by the Association solely for activities and communication directly related to its role as sole and exclusive representative of the Faculty and provided further it is not used to gain support for or in furtherance of any activity that would be in violation of Article XVI of this Agreement.

The Association will have the right to purchase a Vendor parking permit for the Kent Campus. The Association will also have the right to purchase one-day permits under the same terms as one-day permits are made available to academic units.

For the duration of this Agreement, up to three (3) AAUP-KSU staff with continuing employment will have the opportunity to purchase memberships at the University Wellness and Recreation Center at the same rate as Faculty.

#### **Section 6.**

The University and the Association will publish the official, signed version of this Agreement in PDF format on their respective websites.

#### **Section 7. Release Time.**

The University will permit the Association to purchase up to thirty (30) workload hours per academic year for use by Faculty members designated by the Association at a rate of \$1,450 per credit hour or replacement cost, whichever amount is higher.

The Association will notify the Office of Faculty Affairs in writing of the Faculty members for whom release time is requested no later than sixty (60) days prior to the start of the semester for which release time is sought, unless the Association and the Office of Faculty Affairs have agreed in writing to extend this deadline. The President of the Association and the Chair of its grievance committee may be released for up to six (6) workload hours per semester to a maximum of twelve (12) hours each for a calendar year. Ordinarily, no other Faculty member will be released for more than three (3) workload hours per semester.

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

Normally, the University will make every effort to grant the request. The specific details of the release from duties will be worked out between the Faculty member and the appropriate administrative officer. In the event that the University has reason to deny the request, the Office of Faculty Affairs shall notify the Association of the fact and of the reasons therefore. In such an instance, the Association will be provided with an opportunity to substitute an additional release time purchase request, notwithstanding the timelines indicated above. The affected Faculty member may have such a decision addressed through the normal governance process for the review of workload issues.

Only in extraordinary circumstances may the utilization of the Association's purchase of workload equivalencies reduce the instructional portion of the Faculty member's assigned workload to zero for a semester. In no circumstances may the Association's purchase of workload equivalencies reduce the instructional portion of the Faculty member's assigned workload to zero for two (2) semesters in consecutive academic years.

#### **Section 8. Representation Fee.**

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

## **ARTICLE XVIII**

### **Notification of Non-reappointment and Resignation**

#### **Section 1. Notification of Non-reappointment.**

The following dates are established for the notification of probationary Faculty who are not being reappointed:

<i><b>Probationary Year of Employment</b></i>	<i><b>Notification Date</b></i>
First year	By March 1
Second year	By December 15
Third year	By August 15 of the year preceding the terminal academic year of employment
Fourth year	By August 15 of the year preceding the terminal academic year of employment
Fifth year	By August 15 of the year preceding the terminal academic year of employment
Sixth year	By March 15 of the year preceding the terminal academic year of employment [in accord with <i>University Policy and Procedures Regarding Faculty Tenure</i> (Addendum B of this Agreement)]

#### **Section 2. Resignation/Retirement.**

- A. Any member of the Faculty who is resigning or retiring from the University must notify in writing the Provost at least sixty (60) days prior to the end of the regular academic year. The Association will be notified of such resignations or retirements within ten (10) working days of receipt of the Notification of Separation form in the Office of Academic Personnel.
- B. Any member of the Faculty who accepts another position prior to leaving the University will meet with his/her Department Chair, College Dean, and/or Regional Campus Dean, as applicable, to discuss issues related to his/her separation from the University and any potential conflict of interest.

## **ARTICLE XIX**

### **Faculty Professional Development**

In order to support Faculty in meeting the challenges that confront the education profession, the University and the Association hereby establish this Article which addresses and describes institutional structures that support Faculty professional development related to teaching and research. The University and the Association mutually recognize the importance of support for Faculty professional development activities in order to enhance student learning as well as to promote the scholarship that is central to the mission of Kent State University. Accordingly, nothing in this Article shall be interpreted to constrain the University's ability to enhance support for Faculty professional development as set forth in sections 2, 3, and 4 below as part of the University's customary budget planning process.

#### **Section 1. Faculty Professional Improvement Leaves.**

There is currently in effect a University policy on faculty professional improvement leaves that was passed by the Faculty Senate and approved by the Board of Trustees on June 11, 1986. That policy, which is recorded in the University Policy Register at 3342-6-12, shall remain the University policy on faculty professional improvement leave during the term of this Agreement unless and until said policy is modified as the result of and in accordance with specific recommendations passed by the Faculty-elected representatives of the Faculty Senate and approved by the Board of Trustees.

#### **Section 2. Maintenance of Faculty Research Support.**

For the duration of this Agreement, the University will continue to support Faculty research and creative activities through the University Research Council (URC). The University may increase or decrease the URC budget, but may not reduce the budget allocation below that shown in Addendum E. Any change in the annual budget requires consultation with the URC. The URC, in consultation with the Vice President for Research or his/her designee, will determine the URC's programs and practices.

#### **Section 3. Maintenance of Faculty Teaching Support.**

For the duration of this Agreement, the University will continue to support Faculty teaching improvement and innovation through the University Teaching Council (UTC). The University may increase or decrease the UTC budget, but may not reduce the budget allocation below that shown in Addendum E. Any change in the annual budget requires consultation with the UTC. The UTC, in consultation with the Director of the Center for Teaching and Learning (CTL) and the Provost or his/her designee, will determine the UTC's programs and practices.

#### **Section 4. Maintenance of Support for the Center for Teaching and Learning.**

For the duration of this Agreement, the University will continue to support Faculty teaching improvement and innovation through the Center for Teaching and Learning (CTL). The University may increase or decrease the CTL budget, but may not reduce the budget allocation below that shown in Addendum E. Any change in the annual budget requires consultation with the CTL Advisory Council. The Director of the CTL, in consultation with the CTL Advisory Council will determine the CTL's programs and practices.

## **ARTICLE XX**

### **Intellectual Property Rights**

#### **Section 1. Scope.**

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

#### **Section 2. Principles.**

- A. Encouraging the creation of intellectual property by the Faculty at Kent State University through royalty and workload remuneration is in the best interest of both the Faculty and the University.
- B. The Faculty, through University facilities, workload, and salary support, are in the best position to create intellectual property.
- C. Protecting the ownership of intellectual property created by the Faculty at Kent State University is in the best interests of both the Faculty and the University.
- D. The University, through its financial systems, records systems, legal counsel support, collective purchasing power, and administrative staff support, is in the best position to administer, license, and protect intellectual property.
- E. The named owner is responsible for all incidents of protection of the intellectual property and liable for all claims that the intellectual property infringe on rights held by third parties.
- F. The University acknowledges the need to encourage and reward Faculty creation of works of intellectual property. Likewise, Faculty who develop or enhance their intellectual property with the assistance and support of University resources and services recognize an obligation to reserve the distribution and uses of the products of that collaboration to support and not compete or conflict with the interests and educational purposes and programs of the University.
- G. Faculty possess an implicit right-to-use of intellectual property owned and/or made available as a service by the University in the course of the fulfillment of the Faculty member's normal duties and responsibilities. Such use shall respect the copyright protections and rights of the copyright holder and established procedures for access to those materials.
- H. The University historically has not, and does not now, assert any claim or ownership interest in the following categories of scholarly works: textbooks; class notes; class handouts; test items and examination materials; student responses on tests and examinations; research proposals; classroom presentations; research articles; research monographs; student theses and dissertations; paintings; drawings; sculpture; musical compositions and performances; dramatic works and

performances; poetry; and popular fiction and nonfiction. Ownership of these categories is waived by the University. Nothing in this Section 2 shall compete or conflict with the educational interests and purposes of the University.

### **Section 3. Definitions.**

- A. **WORK:** A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional material, as defined herein, is included in this definition.
- B. **INSTRUCTIONAL MATERIAL:** "Instructional material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional coursework/software, programmed instructional materials, three-dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by a Faculty member, and which are used to assist or enhance instruction. Included in this definition are all distance/distributed learning courses and/or modules.
- C. **NET PROCEEDS:** "Net proceeds" are the gross receipts derived from intellectual properties, including but not limited to rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the University in connection therewith, including but not limited to, all direct costs and expenses, costs and expenses of obtaining, securing and protecting copyrights and all attorney's fees except those attorneys fees incurred in challenges to Faculty members' ownership claims or disputes. Gross receipts do not include tuition and fees received by Kent State University. Net proceeds from copyrights will be distributed in accordance with a written agreement between the University and the Faculty member. If no agreement exists, the matter may be referred to the Intellectual Property Rights Resolution Board for determination of the distribution of the net proceeds.
- D. **INDEPENDENT FACULTY EFFORTS:** "Independent Faculty efforts" are "works" made in the course of independent efforts of the Faculty; the ideas came from the Faculty, and the "work" was not a University sponsored effort. Intellectual property created by the Faculty member in the fulfillment of the Faculty member's normal duties and responsibilities under this Agreement is presumed to be an independent effort.
- E. **UNIVERSITY SPONSORED EFFORTS:** "University sponsored efforts" occur only when the Faculty member and the University knowingly and voluntarily enter into a written agreement to specifically create such specified intellectual property. Such efforts are not a part of the fulfillment of a Faculty member's normal duties and responsibilities under this Agreement.
- F. **JOINT EFFORTS:** "Joint Efforts" occur when the Faculty member and the University knowingly and voluntarily enter into a written agreement to specifically create or use such specified intellectual property as part of the fulfillment of the Faculty member's normal duties and responsibilities under this Agreement.
- G. **COMPILATION:** Works which are created involving a combination of university-owned intellectual property together with faculty-owned intellectual property.

## Section 4. Ownership, Rights, and Responsibilities.

### A. *Exemption.*

Scholarly works created by a Faculty member in the fulfillment of the Faculty member's normal duties and responsibilities under this Agreement are exempted from the provisions and requirements of this Article. Ownership of these categories of traditional faculty endeavor are waived by the University in favor of the Faculty member, and no test or registration of ownership is required.

### B. *"Works".*

1. *Independent Faculty Efforts:* A work made in the course of a Faculty member's normal duties and responsibilities is the property of the Faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The University is not held responsible for any opinions expressed in the work nor for any direct, indirect, special or consequential damages resulting from the creation or exploitation of the property.
2. *University-Sponsored Efforts:* If the work was sponsored by the University, the University shall retain all rights and net proceeds. The University is the owner of intellectual property only when the Faculty member and University knowingly and voluntarily enter into a written agreement to specifically create or use such specified intellectual property in exchange for additional compensation. A copy of this agreement shall be filed with the University Counsel, with copy to the Association when Faculty are party to the agreement.
3. *Joint Efforts:* A Faculty member and the University are joint owners of intellectual property only when they knowingly and voluntarily enter into a specific written agreement to create and use such intellectual property. This agreement defines the developmental obligations, the rights to revise and update, the conditions of use, the terms and compensation for subsequent use, and the ownership share of each party. A copy of this agreement shall be filed with the University Counsel, with copy to the Association when Faculty are party to the Agreement. Leaves, grants or awards supporting professional development and/or scholarly activity from the University Teaching Council, the University Research Council and the Faculty Professional Development Center, which are part of a Faculty member's duties and responsibilities under this Agreement, shall not be considered compensation for the purposes of establishing University ownership unless the stipulated purpose of the paid leave, grant or award is to produce a University-sponsored work. The transfer or rights to use intellectual property of Faculty shall not be a condition for access to an award for faculty professional development, nor is it permitted to be included in the evaluation process for competitive awards.
4. *A Compilation:* If the work is a compilation, the Faculty member shall retain all ownership interests in his or her contribution but by allowing, by prior written agreement, his or her work to become part of the compilation thereby grants a non-exclusive, royalty-free license to the University for use of his/her contribution. While the University shall own the rights to the compilation, it shall own no rights in the underlying work beyond said license. Notwithstanding the royalty-free license, the University will



share the net proceeds from the compilation with the Faculty member, as described in Section 3.C., above.

#### **Section 5. Intellectual Property Rights Resolution Board.**

- A. An Intellectual Property Rights Resolution Board shall be empowered to provide internal resolution procedures in the case of a dispute of the ownership of intellectual property.
  - 1. The resolution of ownership disputes by the Board shall be limited to the determination of the ownership of intellectual property and that determination shall be based primarily, but not exclusively, on the extent to which interested parties generated the intellectual property upon which the ownership question rests. If no prior agreement has been reached between the parties on ownership rights to the intellectual property in question and the University or any Faculty collaborator wishes to assert rights of ownership, the University or the Faculty member may request such determination by the Intellectual Property Rights Resolution Board.
  - 2. The Board shall resolve disputes arising from the failure of one or more of the parties to fulfill the terms of an agreement. In the case that the Board finds that one or more of the parties failed to meet its obligations, the Board may recommend a new distribution of ownership rights and subsequent use.
  - 3. The Board shall be empowered to request any and all parties to submit evidence related to each case and to seek testimony from witnesses. The Board shall establish regularly scheduled sessions for hearing cases and may adopt such rules and regulations for hearing and deciding cases that are consistent with this Article. These rules and regulations shall be made available by the Board to the Association, to the University and to the parties to a specific case.
  - 4. By engaging in these procedures, neither a Faculty member nor the University waives other rights described elsewhere in this Agreement or as provided by applicable state and federal law.
- B. The Board shall consist of three (3) members of the University administration appointed by the Vice President and Dean for Research and Graduate Studies and three (3) Faculty members appointed by the Association.
  - 1. The Chair of the Board shall be determined annually by the Board members.
  - 2. The term of Faculty members shall be three years except that the initial appointments shall be for staggered terms. The terms of all Board members shall begin with the Fall Semester of the Academic Year except that if a case is being heard the Board as constituted at the start of the case shall hear the case to its conclusion.
  - 3. The Board shall report to the Vice President and Dean for Research and Graduate Studies.
- C. In considering a dispute as to ownership rights, the Board shall hear all evidence relating to a case and render a majority decision. Accordingly, the procedures at the hearing shall be informal and nonadversarial in nature. All persons and parties necessary to a full and complete hearing should

be present. However, none of the parties to the case may be represented by legal counsel. A party may be represented by other members of the academic administration or by members of the Faculty who may act in an advisory role to the party.

- D. After hearing the case, the Board shall render a determination of the ownership rights of each party to the intellectual property in question. Each party shall receive in writing notice of this determination. An appeal by either party of such determination by the Board shall be directed, in writing, to the Provost for final determination within the University.
- E. All policies, procedures and responsibilities of the Patent and Copyright Board not modified in this Section shall remain as stated in University Policy 5-09.1, as in effect January 1, 1999, and apply to the Intellectual Property Rights Resolution Board.

## **ARTICLE XXI**

### **Distance Education**

#### **Section 1. Scope, Definition, and Principles.**

A. Scope of this Article

This Article, in conjunction with appropriate University policy and applicable provisions of academic unit's or regional campus' section of the Faculty Handbooks, provides procedures and guidelines for the development and use of Distance Education.

B. Definition of Distance Education

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

1. synchronous distribution, e.g., face-to-face interaction provided through room-based video, desktop-based video, or other modes of interactive audio and video conferencing; and,
2. asynchronous distribution, e.g., web-based or internet-based online courses/sections.
3. Distance Education courses may be offered in any combination of the above and/or through such other technologies as identified, provided, and supported by the University.

#### **Section 2. Course Management System.**

The parties to this Agreement recognize and agree that the University currently provides Faculty with access to, training in, and use of an electronic course management system. Use of such an electronic course management tool to enhance delivery of traditional classroom-bound courses does not, as a sole criterion, constitute development, delivery, or distribution of distance education instruction through a course or course section. In light of the need to remain current in the development of technologies supporting Faculty instructional efforts utilizing an electronic course management system, the parties agree the current use of any electronic course management system does not commit the University to any particular system or third-party vendor product.

#### **Section 3. Responsibilities of Parties.**

- A. The Faculty of an academic unit, in accordance with the curricular provisions of the academic unit's section of the Faculty Handbook, have the primary responsibility for selecting the content of courses. All courses are subject to curricular requirements and specifications established by the unit, as outlined in the academic unit's section of the Faculty Handbook and the curricular regulations of the college, if applicable, and the University. These expectations pertain to courses taught through distance education modalities as well as those offered in the traditional classroom setting and modalities. An academic unit's curricular authority and oversight responsibility for its course offerings extends to the right to review individual course offerings being delivered for the first time in new or modified formats or time frames for conformity with the unit's established curricular expectations and purposes for the course. Likewise, review and approval of instructors

afforded distance education instructional opportunities (development or teaching) will follow the unit's established standards, expectations and review processes as stated in unit's section of the Faculty Handbook.

- B. The textbooks and learning materials for distance education courses shall be selected in the same manner as they are for traditional courses. Any additional requirements that expand upon the Basic Data Sheet and catalogue description that has been approved by the Departmental Faculty shall be included in writing with the teaching assignment/workload statement that is provided in accordance with Article IX of this Agreement.

#### **Section 4. Workload, Compensation, and Support for Distance Education.**

- A. *Right of Refusal to Teach Distance Education Courses.*
  - 1. Faculty may refuse to develop or teach distance education courses as defined in Section 1 above.
  - 2. In the case where a Faculty member refuses to teach a distance education course, the University may, in its discretion, appoint another faculty member to teach the course. However, this provision does not affect the priority of assignment for intersession and summer assignments as provided for in Article IX, Section 4 of this Agreement.
- B. *Initial Offerings of Distance Education Courses.* Because the teaching of distance education courses may require additional preparation and teaching time for Faculty, additional workload equivalency for initial offerings by Faculty members who teach distance education courses may be specified in the academic unit's or regional campus' section of the Faculty Handbook.
- C. *Development and Revision of Distance Education Courses.* In requesting the development of distance education courses, academic units and regional campuses shall give priority to Faculty of the unit/campus, consistent with the nature of the course and the qualifications and technical expertise of Faculty. This does not, however, preclude other faculty from developing distance education courses.
- D. *Compensation for the Initial Development or Extensive Revision of Distance Education Courses.* Initial development or extensive revision of distance education courses as defined in this Article shall be compensated as a workload equivalency as specified for this purpose in the academic unit's or regional campus' section of the Faculty Handbook.
- E. *Overload Assignments.* Distance education course assignments or workload equivalency for initial development or significant revision of distance education courses that are assigned as an overload assignment shall be compensated at the applicable overload compensation rate provided for in this Agreement.

#### **Section 5. Instructional and Technical Support for Distance Education.**

- A. *Travel Reimbursement.* Faculty shall be entitled to travel reimbursement for travel directly and necessarily related to the instructional assignment in accordance with applicable University guidelines. Travel reimbursement shall be agreed to by the Faculty member and the University prior to the Faculty member beginning to develop or to teach a course.

- B. *Faculty Development.* Faculty members who develop and/or teach distance education courses must be provided with opportunities for access to supportive Faculty development, consistent with the need of the Faculty and availability of University resources and services for that purpose.
1. In the event that a Faculty member develops and/or teaches, for the first time, a distance education course, the Faculty member will receive appropriate professional development and technical support assistance. Faculty whose assignments require them to be trained in specific technologies in order to offer a distance education course may be paid a one-time cash payment for such training.
  2. In instances of succeeding assignments to teach distance education courses, the Faculty member is expected to demonstrate a level of technical competence that would enable him/her to teach the course. Ongoing technical support assistance will be available to Faculty members who teach succeeding offerings of the same course. In addition, technical support and logistical assistance shall be available to Faculty at all sites at which distance education courses are offered.

#### **Section 6. Intellectual Property and Distance Education.**

- A. In all cases, the Faculty member(s) will retain all ownership interests in his or her contribution to the development or revision of a distance education course unless agreed otherwise in writing by the Faculty member(s) and the University.
- B. The University may, in its sole discretion, request that a Faculty member(s) develop or substantially revise a distance education course and provide additional compensation and substantial assistance including, but not limited to, assistance by course designers provided by the University. If the Faculty member(s) agrees to this request, the Faculty member(s) and the academic unit administrator must agree in writing to all the terms of the project on a form to be provided by the University before the project begins.

## **ARTICLE XXII**

### **Joint Committees**

The parties to this Agreement recognize the importance of direct communication and a collaborative problem-solving approach to issues and problems that affect Association-University relations. Accordingly, the parties agree to establish the following joint committees. These Committees will not replace or override existing faculty governance bodies at the University or other joint committees established in this Agreement. In order to have a frank and open discussion, these Committees shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle grievances arising under the Agreement. Recommendations made by these Committees are not binding.

#### **Section 1. Health Benefits Review Committee.**

- A. **Charge.** The Health Benefits Review Committee may review all existing medical, dental, vision, prescription drug and life insurance benefits currently provided by the University. Among other things, the Committee may review the current level of benefits and methods of delivery and alternative structures for benefits plans, as well as the costs to the University and Faculty of such benefits. The University and the Association may each designate issues to be studied by the Committee when the Committee is given its charge each year. The Association will have an opportunity to consult with the Vice President for Human Resources prior to the implementation of any decision regarding the establishment of a specific charge for the Committee.
- B. **Membership.** The Health Benefits Review Committee will be comprised of two members of the bargaining unit designated by the Association, two (2) members of the Administration, and not more than four (4) other individuals designated by the Administration. The Association will have an opportunity to consult with the Vice President for Human Resources prior to the implementation of any decision regarding the specific composition of the Committee. Additional members of the committee may be appointed as specified in other Collective Bargaining Agreements.
- C. **Organization.** The Committee will be chaired by the designee of the Vice President of Human Resources, usually the Director of Benefits. The Committee will develop ground rules to cover scheduling of meetings, setting agendas and other issues deemed appropriate by both parties. Joint minutes, in the form of a summary of topics discussed and recommendation made, shall be taken. Drafts of minutes from each meeting will be jointly reviewed and approved by both parties. These minutes will then be sent to committee members, the Association President, and the Vice President for Human Resources.
- D. **Meetings.** The Committee will meet on an as needed basis but at least once per semester unless both the Administration and the Association agree that a meeting is unnecessary.
- E. **Recommendations.** The Committee will issue an annual written report setting forth its findings and recommendations. Such report will be available to the parties in advance of negotiations for a successor agreement to facilitate such negotiations. However, the parties may by mutual written agreement implement recommendations of the Committee during the term of this Agreement even if such recommendations involve changes in or additions to existing benefits provided under this Article.

## **Section 2. Quality of Faculty Work/Life Committee.**

- A. **Charge.** The Quality of Faculty Work/Life Committee is charged with the review and study of ways, exclusive of salary, in which the University could enhance the quality of the work/life of faculty members, especially women and minority faculty members. In reviewing and studying quality of work/life issues, the Committee will pay special attention to gender and minority faculty issues that may impact recruitment and retention of Faculty within the nonsalary parameters stated above. This committee may also consider issues concerning child care services which were previously the charge of the Child Care Review Committee. The University and the Association may each designate issues to be studied by the Committee.
- B. **Membership.** The Committee will be comprised of four (4) members designated by the Association and four (4) members designated by the University. The Association and the University will each designate one of their respective appointees to serve as convenor so that there will be two (2) convenors.
- C. **Organization.** Responsibility for chairing committee meetings will rotate between the Association and the University convenors. The Committee will develop ground rules to cover scheduling of meetings, setting agendas and other issues deemed appropriate by both parties. Joint minutes, in the form of a summary of topics discussed and recommendation made, shall be taken. The Association and the University shall alternate in recording the minutes. Drafts of minutes from each meeting will be jointly reviewed and approved by both parties. These minutes will then be sent to committee members, the Association President, the Provost, and the Vice President for Human Resources.
- D. **Meetings.** The committee will hold its first meeting not later than sixty (60) days following the ratification of the Agreement or the start of the academic year. The committee will meet on an as needed basis but at least twice per semester. By mutual agreement, the committee may meet more frequently.
- E. **Recommendations.** All reports or sets of recommendations emanating from this Committee will be sent to the Provost, the Vice President for Human Resources, and the President of the Association. The University and the Association recognize that the establishment of this Committee does not imply a commitment on the part of the University to commit additional resources.

## **ARTICLE XXIII**

### **Miscellaneous**

#### **Section 1. Separability, Savings, and Applicable Law.**

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

#### **Section 2. Additions or Modifications to Agreement.**

During the term of this Agreement, either party may request that any matter relating to the contents of this Agreement be scheduled for discussion between the parties. While each party agrees to meet at reasonable times to discuss any such matter raised by the other party, it is expressly understood and agreed that neither party is under any obligation to negotiate and/or agree upon any change, modification or supplement to this Agreement during the term hereof, except as set forth in Article XXIV, Section 1. To facilitate the implementation of this Agreement and to assure a continuing dialogue on matters of mutual concern, the parties accept the concept of periodic meetings. Either party may request a meeting to discuss implementation or problems, which meeting shall be held as quickly as is convenient.

#### **Section 3. Past Practice.**

This Agreement does not obligate the University to continue any practice, policy, pronouncement or benefit that affects Faculty, except as expressly set forth in this Agreement. However, the University agrees that any discontinuance or modification of a practice, policy, pronouncement or benefit that affects Faculty and which is not set forth in this Agreement will be developed and implemented only with due consultation and advice of appropriate Faculty bodies.

#### **Section 4. Academic Year.**

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



## **ARTICLE XXIV**

### **Duration and Negotiation Procedure**

**Section 1.** The effective date of this Agreement shall be August 19, 2015. Except as changes, amendments or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 11:59 p.m. on August 18, 2018, and from year to year thereafter unless either party shall, at least one hundred twenty (120) days but not more than one hundred thirty-five (135) days prior to the expiration date or any anniversary thereof, notify the other party in writing of its desire to amend or terminate this Agreement. In the event that such notice is given, the parties agree to meet within ten (10) days.

#### **Section 2.**

- A. The parties hereby adopt the following mutually agreed upon and exclusive procedure and provisions for negotiations and dispute resolution with respect to negotiations for a new or amended agreement conducted pursuant to Section 1 hereof.
- B. The Association and the University shall each select its own core bargaining committee of not more than five (5) members. The Association and the University will exchange, in writing, the names of the members of their respective core bargaining committees on or before the date of the first negotiation session. Further, each side will designate a chief negotiator and advise the other party of such designation in writing.
- C. In the event that either the University or the Association plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than five (5) persons, inclusive of resource persons, at any negotiating session.
- D. Negotiation sessions will be conducted as frequently as the parties determine. If either party is unable to attend the scheduled session, at least twenty-four (24) hours' notice of said intention shall be given to the other party.
- E. All negotiating sessions will be held at a mutually agreed upon site at the University. The University will provide a meeting room for negotiations and will provide to the Association a locked caucus room for meetings and storage for the duration of negotiations near the negotiations site. The University will discuss the location of this caucus and storage room with the Association prior to negotiations and will provide the room to the Association at no charge.
- F. Each negotiating team has authority to negotiate tentative agreements. The tentative agreement shall be subject to ratification by the Association membership, and subject to the approval of the Board of Trustees of the University. Any tentative agreements reached shall be drafted and initialed by both parties, but shall not become effective until a full contract is finally approved and executed.
- G. It is the intent of both parties that negotiations be conducted at the bargaining table and not through the media. Media is understood to include both traditional media (e.g., newspapers, television, radio, etc.) and social media (e.g., Facebook, Twitter, etc.). If both parties mutually agree that a joint statement to the media regarding negotiations is necessary or advisable, such must be mutually acceptable and shall be jointly released. Each party has the right to make periodic progress reports to

the party's constituencies, though such reports shall be truthful and designed to be informative of the bargaining process.

- H. The parties will include a provision in the ground rules concerning how notes of the bargaining sessions will be recorded.

### **Section 3.**

- A. At any time, either party may declare an impasse and invite mediation assistance by the Federal Mediation and Conciliation Service (FMCS). Each party shall cooperate fully with FMCS. The parties will continue to bargain in good faith (with or without FMCS assistance). If impasse is declared and mediation assistance requested during the course of the negotiations, then fact-finding on non-governance issues may also be requested by either party no earlier than fourteen (14) days nor later than twenty-eight (28) days from the date of the first mediated negotiation session attended by the federal mediator. The fact-finding shall be conducted by the mediator assigned by FMCS or by some other third party mutually acceptable to the University and the Association.
- B. The purpose of the fact-finding process is to facilitate the negotiation process with the goal of reaching final agreement on unresolved non-governance issues. Each party shall cooperate fully with the fact-finder. The fact-finder will be responsible for evaluating all relevant, probative information submitted by the parties on issues subject to fact-finding and issuing a written report which finds on the facts and assists the parties in resolving such issues. The fact-finder's report is not binding. The parties shall continue to negotiate in good faith during and after the fact-finding process (with or without FMCS assistance).
- C. In the event either party has requested fact-finding, such fact-finding should commence within one week of the date of the request. The fact-finder will issue a written report to the respective parties no later than three (3) weeks after fact-finding was requested. In order to facilitate the parties' use of the fact-finder's report in reaching final agreement, the report and its contents will be restricted to the use of the parties' negotiating teams and their respective advisory bodies during the seven (7) day period following receipt by the parties. At this time, the contents of the fact-finder's report may be made public by either party. The deadlines for the fact-finding process may be extended by mutual written agreement of both parties.
- D. It is the intent of both parties that fact-finding exclude governance issues that are peculiar to a university setting. Consequently, fact-finding shall be limited to the Articles entitled Recognition and Dues Deduction (Article II of this Agreement), Retrenchment (Article X), Salary (Article XII), Medical Benefits (Article XIII), Other Benefits (Article XIV), Fitness for Duty (Article XV), No Strike No Lockout (Article XVI), Association Rights (Article XVII), Duration and Negotiations Procedure (Article XXIV), those portions of the Article entitled Faculty Workload (Article IX) which relate to compensation and those portions of the Article entitled Miscellaneous (Article XXIII) which do not relate to governance issues or academic policy. By prior written mutual agreement, both parties may elect to include other items in the fact-finding process.
- E. In the event that the parties are unable to reach an agreement ten (10) days prior to the expiration of the existing Agreement, then either party shall have the right to proceed in accordance with Ohio Revised Code (ORC), Chapter 4117, such right being modified by future changes, if any, to the Ohio Revised Code.

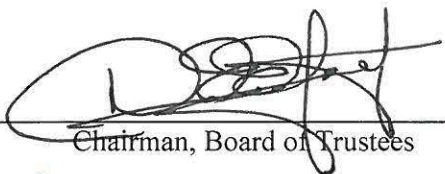
- F. The process set forth in this Section 3 shall constitute the parties' sole dispute resolution procedure and there shall be no other third party intervention, including those procedures set forth in O.R.C. Section 4117.14 unless both parties subsequently agree otherwise in writing.
- G. Should no agreement be reached by August 1, 2018, then the University shall issue continuation contracts to members of the bargaining unit who are being employed for the following academic year, which continuation contracts shall be at the same salary and benefit levels and subject to the same terms and conditions as were in effect during the preceding academic year. This Agreement, including Articles XII, XIII, and XIV and the continuation contracts, shall continue in full force and effect until terminated in accordance with the above Section 1. It is specifically agreed and understood that should such continuation contracts be issued, there is no guarantee that any eventual agreement on salary and benefit levels will be retroactive.

**Section 4.** The parties by this Agreement have set forth their entire understanding on all matters which are or may properly be subject to collective bargaining. Furthermore, all matters subject to collective bargaining have been bargained upon whether or not such matters are included and they may not be made the subject of collective bargaining during the term of this Agreement.

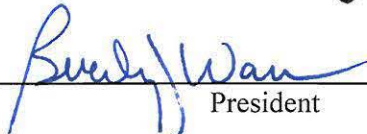
IN WITNESS WHEREOF, the University and the Association have caused this Agreement to be executed by their duly authorized representatives as of this 27<sup>th</sup> day of January, 2016.

KENT STATE UNIVERSITY

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

By   
Chairman, Board of Trustees


By   
Association President

By   
President


By   
Chief Negotiator

By   
Chief Negotiator


By   
Member, Bargaining Team


By   
Member, Bargaining Team

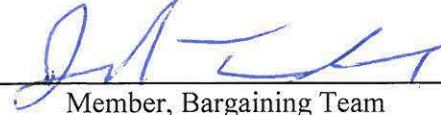
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Member, Bargaining Team

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## **Addendum A**

### **University Policy Regarding Faculty Promotion (3342-6-15)**

Effective: August 23, 2015

- (A) Purpose. Promotion shall be viewed as recognition of a faculty member's sustained and distinguished scholarship, teaching, and service. For the purposes of this policy, "scholarship" is broadly defined to include research, scholarly and creative work. For the purposes of this policy "service" is broadly defined to include administrative service to the university, professional service to the faculty member's discipline, and the provision of professional expertise to public and private entities beyond the university.
  - (1) For promotion purposes, the term "unit" shall be defined as a department, school, or college without subordinate academic departments or schools (hereafter, 'independent college'). The term "faculty" shall be defined as those who hold regular full-time tenured or tenure-track appointments. Given some variance in procedures followed for faculty from independent colleges and/or regional campuses, sections of this policy have been included to delineate these specific procedural differences.
  - (2) Criteria appropriate to a particular unit shall be formulated by that unit in light of college (if applicable) and university standards and guidelines, the mission of the unit, and the demands and academic standards of the discipline.
- (B) Promotion criteria. Recommendations for promotion shall be based upon two major classes of criteria. The first, "academic credentials and university experience," describes the normal minimums of credentials and time-in-rank necessary for promotion consideration. The second, "academic performance and service," refers to the record of actual performance and the accomplishments by the faculty member in academic and service areas, as defined by the unit handbook. Unless otherwise specified in the unit handbook, documented in-press and forthcoming scholarly or creative works will be considered as part of the record of accomplishments.
  - (1) Academic credentials and university experience.
    - (a) Assistant professor. A faculty member will not be considered for advancement to this rank until either completion of three years as an instructor and possession of at least the master's degree, or until the academic credentials minimally required for initial appointment at the assistant professor's level are achieved.
    - (b) Associate professor. This is one of the two senior ranks in academia; accordingly a faculty member must possess the terminal degree in his/her discipline before promotion consideration. In exceptional cases, this rule may be modified with the approval of the unit's promotion committee and the provost. A faculty member will usually not be considered for advancement to this rank until completion of five years as an assistant professor, but in extraordinary cases may be considered after completion of fewer years as an assistant professor. A non-

tenured faculty member applying for promotion to the rank of associate professor must also undergo a successful tenure review.

- (c) Full professor. As with associate professor, a faculty member must possess the terminal degree in his/her discipline before promotion consideration. In exceptional cases, this rule may be modified with the approval of the unit's promotion committee and the provost. A faculty member will usually not be considered for advancement to this rank until completion of five years as an associate professor, but in extraordinary cases may be considered after completion of fewer years as an associate professor. A non-tenured faculty member applying for promotion to the rank of full professor must also undergo a successful tenure review.
- (2) The criteria for assessing the quality of scholarship, teaching and service shall be clearly specified and included in the handbook of each unit and campus. Guidelines for weighting the categories of scholarship, teaching and service shall be established by each unit for Kent campus faculty. For regional campus faculty, guidelines for weighting the categories of scholarship, teaching and service shall be established by each campus faculty council and this weighting shall be used at all levels of review. The handbook should indicate with some specificity, how the quality and significance of scholarship and the quality and effectiveness of teaching and service are to be documented and assessed. Only documented evidence of scholarship, teaching, and service will be used in assessing a faculty member's eligibility for promotion. In the evaluation of scholarship, emphasis should be placed on external measures of quality.
- (3) All tenured and tenure-track faculty members of the unit must have the opportunity to participate in the establishment, development and revision of the unit's criteria. These processes should be democratic and public.
- (4) As the university enters new fields of endeavor, including interdisciplinary initiatives, instances may arise in which the scholarship of faculty members may extend beyond established disciplinary boundaries. In such cases, care must be taken to apply the criteria with sufficient flexibility. In all instances, superior scholarly attainment, in accordance with the criteria set forth in the unit handbooks, is an essential qualification for promotion.
- (5) Criteria based on sex, race, color, age, national origin, religion, disability, sexual orientation, or political activity or other legally protected categories are expressly forbidden.
- (C) Procedures for making decisions regarding promotion.
  - (1) Due process is integral to an effective promotion policy. The guiding premise in the following procedure is that the essential phases in promotion consideration occur at the unit level and at the regional campus (if applicable). Assessments and the recommendations beyond these levels should reflect due regard for the professional judgments and recommendations made at the unit and regional campus levels. Review

and assessment by extra-unit and extra-regional campus faculty and the academic administration are necessary to insure the integrity of the system.

- (2) External reviewers. All candidates for promotion must submit the names of at least five persons outside the university who are qualified to evaluate their achievements objectively. The unit administrator shall solicit evaluations from at least three of the qualified individuals whose names have been submitted by the candidate. The unit administrator may also solicit evaluations from external reviewers other than those named by the candidate but must inform the candidate of the persons contacted. In addition, the college dean, where appropriate) may consult with the unit administrator regarding any letters the dean may wish to solicit for consideration at the unit level and inform the candidate of such letters received. The candidate shall be given a copy of the letter to be sent to outside evaluators and have the opportunity to comment before the letter is mailed.
  - (3) Any agreement at the time of appointment concerning a candidate's future promotion must be approved in writing by the unit administrator with the advice of the unit's faculty advisory committee. Such agreement also must be approved by the college dean (if applicable) and the provost. If previous experience at another institution or in a related field is to be counted toward eventual promotion, that shall be made clear in such an agreement.
- (D) Procedures for making decisions regarding promotion: the unit level. Any action for the promotion of a faculty member shall be initiated at the academic unit level. (See paragraph (A)(1) of this rule for definition of "unit".) Consideration of those standing for promotion shall be undertaken by a unit promotion committee chaired by the unit administrator as a nonvoting member and composed of the tenured members of the unit's faculty advisory committee and any tenured full professors of the unit who may not be on the faculty advisory committee. No member of the committee shall be present while the committee deliberates or votes on the promotion of a spouse or relative and no member other than the unit administrator (who shall not be present when his/her own promotion is discussed) shall be present while the committee deliberates or votes on promotions to a rank higher than that of an individual committee member.
- (1) Each spring semester, the unit's faculty advisory committee shall review all faculty members below the rank of full professor in the unit, including regional campus faculty members, and from them nominate by simple majority vote a list of nominees for promotion. To this list must be appended any names submitted by persons in their own behalf, by the unit administrator and/or by an academic administrative officer of the university. Those nominated shall be notified by the unit administrator and permitted to withdraw their names if they wish. Faculty with dual appointments shall be considered for promotion in their primary academic unit after consultation with the secondary academic unit.
  - (2) The unit administrator shall make available copies of the guidelines, timetables and other information concerning promotion review to all candidates in the unit, Kent campus and regional campus faculty members alike, no later than three weeks before the deadline for submission of materials, which is at the end of the first week of the fall semester.

- (3) Faculty members being considered for promotion are responsible for developing, organizing, and submitting to the unit administrator the evidence supporting their candidacy for promotion. The unit administrator will review the file with the candidate for promotion in order to ensure that the file is complete and will prepare a statement indicating that the file is complete. The completed file statement will be signed by both the candidate and the unit administrator. Thereafter, the candidate must be informed of anything that is added to or removed from the file, and provided the opportunity to insert written comments concerning that new or removed material. At each level of review, advisory bodies and administrators will have access to the complete file before they consider the case.
- (4) Before convening the promotion committee, the unit administrator shall formally invite written comments from all tenured faculty members who are not eligible to vote on the promotion. The unit administrator shall provide those comments to the promotion committee, shall provide a copy to the candidate, and shall place the comments in the file.
- (5) Members of the promotion committee on leave of absence or absent for justifiable reasons shall be notified of the nominations and shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the promotion committee consists of fewer than four members, excluding the non-voting chair, then a special procedure for enlarging it shall be developed by the unit administrator with the advice of the faculty advisory committee and the assistance of the college dean, if applicable, and the approval of the provost.
- (6) The unit administrator shall discuss his/her estimate of the strengths and weaknesses of each candidate with the unit promotion committee.
- (7) The case of each candidate shall be the subject of candid discussion by the committee. During the committee meeting, each voting member shall indicate his/her nonbinding "yea" or "nay." After the meeting, each voting member shall record his/her final vote by completing a signed evaluation form with comments.
- (8) Approval of at least three-fourths of the members of the unit's promotion committee who vote (excluding those who abstain under paragraph (D)(5) of this rule) shall constitute the formal endorsement to the unit administrator for promotion.
- (9) The unit administrator shall assemble the recorded votes, signed evaluation forms, along with supporting statements, as well as other relevant documents regarding the faculty member's application for promotion. The unit administrator shall weigh and assess all relevant information and decide whether to recommend promotion. He/she shall record his/her decision, along with a signed statement supporting it.
- (10) In the case of regional campus and Kent campus faculty alike, the unit administrator shall extend an invitation to the candidate to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the unit administrator must meet with the candidate within

five working days from the date of the submission of the unit administrator's letter to the administrator at the next higher level.

- (11) The unit administrator shall inform the offices of the appropriate college dean, regional campus dean, where appropriate, and the provost of the results of the unit's deliberations. The file must be completed and closed at the unit level and no material shall be added or removed except as provided for in this policy.
- (12) No later than the date when the unit administrator transmits his/her recommendation to the next higher administrative officer, he/she shall notify the candidate of his/her recommendation by letter.
  - (a) The unit administrator shall include with this letter a copy of his/her letter of recommendation to the next higher administrative officer, a summary of the advisory recommendations of the promotion committee, and copies of the committee's signed evaluation forms.
  - (b) In the unit administrator's letter to the candidate he/she shall inform the candidate that he/she has the right, within ten working days, to add a letter to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in either the unit administrator's letter, or the committee members' statements.
  - (c) The letter shall also indicate that, if the candidate wishes to appeal a negative recommendation, such intent shall be expressed to the next higher academic officer in writing within ten (10) working days of receipt of the unit administrator's letter.
- (E) Procedures for making decisions regarding promotion: the regional campus level. Regional campus candidates for promotion will be reviewed at the unit level (as described in paragraph (D) of this rule) and at the regional campus level. The promotion committee of a regional campus shall be composed of the tenured members of the faculty council and the campus tenured full professors. No member of the committee shall be present when the committee deliberates or votes on the promotion of an individual to a rank higher than that of the individual faculty member of the promotion committee, or on the promotion of a spouse or relative. The faculty chair is a voting member of the campus promotion committee except in cases when the committee deliberates or votes on the promotion of an individual to a rank higher than the faculty chair. In such cases, the faculty chair will recuse himself or herself and a tenured individual with the appropriate rank will be elected from and by the campus promotion committee to fill the role of the faculty chair provided for in the policy.
  - (1) The regional campus dean will make available to the candidate and the unit copies of those sections of the campus handbook concerning the campus' method of weighing unit criteria.



- (2) Regional campus faculty members being considered for promotion are responsible for developing, organizing, and submitting to the unit administrator the evidence supporting their candidacy for promotion. The unit administrator will review the files with the candidate for promotion in order to ensure that the files are complete and will prepare a statement for inclusion in each file indicating that the file is complete as indicated in paragraph (D)(3) of this rule. The unit administrator must notify the regional campus dean in a timely fashion that the file is available for review by the campus promotion committee. Thereafter, the candidate must be informed of anything that is added to or removed from the file and provided the opportunity to insert written comments concerning the added or removed material.
- (3) Before convening the campus promotion committee, the faculty chair shall formally invite signed written comments from all campus tenured faculty members who are not eligible to vote on the promotion. The faculty chair will provide the comments to the campus promotion committee, copy the candidate, and place the comments in the file.
- (4) Members of the campus promotion committee on leave of absence shall be notified of the candidacies and shall vote by absentee ballots or they may request from the committee the right to abstain from voting. If the campus promotion committee consists of fewer than four members, including the voting chair, then a special procedure for enlarging it shall be developed by the regional campus dean, with the advice of the faculty council and the approval of the provost.
- (5) The case of each candidate shall be subject to candid discussion by the committee. During the committee meeting, each voting member shall indicate his/her nonbinding "yea" or "nay." After the meeting, each voting member shall record his/her final vote by completing a signed evaluation form with comments.
- (6) Approval of at least three-fourths of the members of the campus promotion committee who vote (excluding those abstaining under paragraph (E)(4) of this rule) shall be required for a recommendation to the regional campus dean for promotion.
- (7) The faculty chair shall then summarize the committee's vote, signed evaluation forms, and recommendation for support or non-support of granting promotion to the candidate in a signed letter to the candidate and the regional campus dean. The letter shall indicate that, if the candidate wishes to respond to a recommendation for non-support, such a response must be made to the campus dean and copied to the unit administrator within ten working days of receipt of the letter. Copies of the faculty chair's letter shall be provided to the college dean and to the unit administrator of the candidate's unit.
- (8) The regional campus dean shall assemble the records, along with supporting statements, ballots, and other relevant documents. The regional campus dean will then review the file and the advisory recommendations of the campus promotion committee and the unit administrator, weigh and assess all relevant information, and decide whether to recommend the granting of promotion to the candidate. He/she shall record his/her decision along with a signed statement supporting the decision.

- (9) The regional campus dean should extend an invitation to the candidate to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible in all cases. In all cases that are not unanimously positive, the regional campus dean must meet with the candidate within five working days from the date of the submission of his/her letter to the appropriate administrator.
- (10) The regional campus dean's recommendation to grant or deny promotion to the candidate shall be submitted to either the college dean (in the case of a candidate from a dependent department or school) or to the provost (in the case of a candidate from an independent college), with copies to the unit administrator and (where the recommendation is to a college dean) to the provost. The file must be completed and closed at the regional campus level and no material is to be added or removed except as provided for in this policy.
- (11) No later than the date when the regional campus dean transmits his/her recommendations to the college dean or provost, the regional campus dean shall notify the candidate of her/his recommendation by letter.
  - (a) The regional campus dean shall include within this letter a copy of his/her letter of recommendation to the college dean or provost, a summary of the advisory recommendations of the tenure committee, and copies of the committee's signed evaluation.
  - (b) In the regional campus dean's letter to the candidate he/she shall inform the candidate that he/she has the right, within ten working days, to add a letter to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in either the regional campus dean's letter, the faculty chair's letter, or the committee member's statements.
  - (c) The letter shall also indicate that, if the candidate wishes to appeal a negative recommendation, such intent shall be expressed to the next higher academic officer in writing within ten working days of receipt of the regional campus dean's letter.
- (F) Procedures for making decisions regarding promotion: colleges with dependent units. The college dean shall conduct a review of the unit's decision and, where applicable, the regional campus' actions and shall convene the college advisory committee, which shall function as the college promotion committee. On the basis of the qualifications of the candidate, this committee shall evaluate all assessments deriving from the unit and, where applicable, the regional campus levels, and recommend to the college dean either promotion or denial of promotion.
  - (1) The college dean shall be the chair and a nonvoting member of the college promotion committee. Tenured members of the elected college advisory committee shall serve as the college promotion committee to review recommendations and evaluations from the departments and schools and recommend to the college dean in each case whether promotion should be granted. This committee shall have made available to it all data developed by the unit and, where applicable, the regional campus. These materials shall

be the subject of candid discussion by the committee, except that no member of the college promotion committee may vote on candidates from their own unit and no member of the committee shall be present when the committee deliberates or votes on the tenure of a spouse or relative.

- (2) During the committee meeting each voting member shall indicate his/her nonbinding "yea" or "nay." After the meeting, each voting member shall record his/her final vote by completing a signed evaluation form with comments.
- (3) Approval of three-fourths of the members of the promotion committee who vote (excluding those who abstain for reasons under paragraph (F)(1) of this rule) shall constitute a recommendation for promotion by the college promotion committee to the college dean.
- (4) The college dean shall prepare a written statement in which is recorded the recommendation of the college promotion committee, along with the numerical vote. In addition, the college dean shall submit a recommendation for approval or disapproval of the candidate's promotion.
  - (a) For Kent campus and regional campus candidates alike, the college dean's statement and candidate's file are submitted to the provost.
  - (b) The file must be completed and closed at the college level and no material shall be added or removed except as provided for in this policy.
- (5) No later than the date the college recommendation is submitted to the provost, the college dean shall notify the candidate of his/her recommendation by letter.
  - (a) The college dean shall include with this letter a copy of his/her letter of recommendation to the provost, a summary of the advisory recommendations of the promotion committee, and copies of the committee's signed evaluation forms.
  - (b) In the college dean's letter to the candidate he/she shall inform the candidate that he/she has the right, within ten working days, to add a letter to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in either the college dean's letter or the committee member's statements.
  - (c) The letter shall also indicate that, if the candidate wishes to appeal a negative decision recommendation, such intent shall be expressed to the next higher academic officer in writing within ten working days of receipt of the college dean's letter.

- (G) Procedures for making decisions regarding promotion: the provost level. The provost shall conduct a review of the previous actions and shall make an academic administrative recommendation on promotion forwarded to the president.
- (1) To assist in this process with respect to Kent campus faculty, the provost shall convene the Kent campus promotion advisory board. The members of this board shall be appointed by the provost in consultation with the provost's advisory council, from a list of tenured associate and full professors nominated by the faculty senate executive committee, the college advisory committees, and the college deans. It is ordinarily expected that, through such discussion, consensus on the Kent campus promotion advisory board members will be reached. In the unusual circumstance that the provost's faculty advisory council and the provost are unable to reach consensus in regard to the members of the board by the specified date for the beginning of the board's activity, the provost shall convene a Kent campus promotion advisory board that includes those for whom consensus has been reached and others that the provost appoints. This board shall evaluate from a Kent campus-wide perspective the recommendations made thus far and shall formally advise the provost as to whether, in its view, these recommendations should be accepted.
  - (2) To aid in making a recommendation with respect to regional campus faculty, the provost shall convene a regional-campus-wide promotion advisory board. The members of this board shall be appointed by the provost in consultation with the regional campuses faculty advisory council and regional campus deans from a list of tenured associate and full professors nominated by each regional campus faculty council and the regional campus deans. It is ordinarily expected that, through such discussion, consensus on the regional campuses-wide promotion advisory board members will be reached. In the unusual circumstance that the regional campuses faculty advisory council and the provost are unable to reach consensus in regard to the members of this board by the specified date for the beginning of the board's activity, the provost shall convene a regional campuses-wide promotion advisory board that includes those members for whom consensus has been reached and others that the provost appoints. This board shall evaluate from a regional campus-wide perspective the recommendations made thus far and shall formally advise the provost as to whether, in its view, these recommendations should be accepted.
  - (3) No member of the Kent campus or regional-campus-wide promotion advisory board will vote on a candidate for whom he/she cast a ballot at a lower level of review and no member may be present while the board deliberates or votes on the promotion of a spouse or relative.
  - (4) The provost shall provide written notification to the candidates for promotion of the action taken. Such notification shall be made at least one week prior to the date designated as the submission date for recommendations for promotion by the president to the board of trustees. The communication to candidates whose promotions are not approved shall include reasons why approval was withheld. A negative recommendation shall include a statement of the relevant handbook criteria or criteria as established in this policy that the candidate has failed to meet. Copies of each communication shall be sent to the college dean, regional campus dean (if applicable) and academic unit administrator.

- (H) New material may be added as requested by a review committee or the responsible academic administrator at any level of review in order to correct or more fully document information contained in the promotion file. In such instances, the candidate shall be notified of, and given the opportunity to review, such new material as is added to the file and shall also be provided with the opportunity to include written comments relevant to this material and/or the appropriateness of its inclusion in the file.
- (I) Any faculty member whose promotion has been disapproved at any level shall have the right to appeal to the next higher academic administrative officer. In the case of denial by the provost, the appeal shall be to the president, or when appropriate, to the joint appeals board (see collective bargaining agreement, Article VII, Section 2). All appeals must be initiated by the candidate in writing within ten working days of the candidate's receipt of the disapproval notification or as otherwise specified by the collective bargaining agreement. At each level of appeal, the appellant shall be offered an opportunity to appear in person to present his/her case orally before the appropriate promotion advisory committee or board. The appellant may be accompanied by a colleague who may assist in presenting his/her case. Furthermore, if an individual other than the appellant is invited to address the committee or board, the appellant shall have an opportunity to respond to any new information. The committee or board shall determine whether the information is new and whether to invite an oral or written response. The academic administrator in question shall consider the vote of this body seriously before making his/her recommendation and shall inform both the appellant and the academic administrator at the next higher level of the results of this vote.
- (J) Academic administrators and members of promotion committees are expected to act in accordance with the principles of due process and abide by the Professional Code of Ethics (rule 3342-6-17 of the Administrative Code). All documents in the promotion process are subject to the Ohio Open Records Law (section 149.43 of the Revised Code).
- (K) Faculty members being considered for promotion up to, and including the 2012-2013 academic year, may elect to be considered under the policy and the unit handbook in place at the time of their initial appointment. The faculty member will include a written election of this option in their file. Decisions regarding promotion made after the 2012-2013 academic year will be governed by this policy and the unit handbook in effect at the time of the promotion decision. Given the elimination of the position of the executive dean for regional campuses, for regional campus faculty electing to be governed by the University policy regarding promotion in place at the time of their initial appointments, paragraphs (G)(16) to (18) and (H)(1) of that rule will be replaced by paragraph (G)(2) of this rule.

Policy Effective Date: August 23, 2015

Policy Prior Effective Dates:

4/5/1982, 8/7/1987, 10/20/1997, 4/5/2010, 8/22/2010

## **Addendum B**

### **University Policy Regarding Faculty Tenure (3342-6-14)**

Effective: August 23, 2015

- (A) Purpose. Within the limitations of Ohio laws and after the successful completion of the specified probationary period and the evaluative process called for in this policy, Kent State University shall grant faculty members indefinite tenure as one means of ensuring academic freedom.
  - (1) The only faculty members covered by this policy are those who hold full-time appointments to the regular ranks of the assistant professor, associate professor, or full professor. Such appointments as term, full-time non-tenure track, casual or continuing, part-time, lecturer, visiting, or adjunct and others are not included in these understandings.
  - (2) Kent state university recognizes a limited appointment, that is, one automatically expiring after a specified time, when the appointment recommendation particularly notes such an automatic time limit and is accepted by the appointee. Such appointments are not included in these understandings.
  - (3) This policy applies to administrative personnel who hold academic rank, but only in their capacity as faculty members.
- (B) Initial procedure. "Indefinite tenure" is a right of a faculty member to continuous appointment to a professional position of specified locus in the university. The services of a faculty member with tenure may be terminated by the university only under policies stated in the sanctions for cause and retrenchment articles of the applicable collective bargaining agreement.
  - (1) For the purposes of tenure, the term "unit" shall be defined as a department, school, or college without subordinate academic departments or schools (hereafter, "independent college"). The term "faculty" shall be understood to mean those who hold regular full-time tenured or tenure-track appointments. Given some variance in procedures followed for faculty from independent colleges and/or regional campuses, sections of this policy have been included to delineate these specific procedural differences.
  - (2) Criteria appropriate to a particular unit shall be formulated by that unit in light of college (if applicable) and university standards and guidelines, the mission of the unit, and the demands and academic standards of the discipline.
  - (3) Tenure is granted in the unit of instruction, department, school, or independent college specified in the appointment.
  - (4) Tenure is granted either at the Kent campus or in the regional campuses system, but not both, and is specified at the time of the appointment.

- (5) The unit handbook may recommend that candidates for tenure should be expected to meet the minimum criteria for promotion to associate professor and, in such cases, the higher standards that a candidate for early promotion is expected to meet may be applied to the candidate's application for early tenure as well. These criteria only apply to regional campus faculty if a similar standard has been set in the regional campus handbooks.
- (C) Probationary periods and notice: In considering an individual for tenure, the length of time in the probationary rank and the dates of notice are related to the initial appointment rank.
- (1) Probationary periods and notices dates.
    - (a) An initial appointment at the rank of assistant professor shall be subject to the following probationary periods.
      - (i) If the appointment carries no years of credit toward tenure the appointee shall receive written notification by the fifteenth of March of the sixth year of service that:
        - (a) Tenure will be granted. In this case the tenure shall be effective at the start of the next contract year; or
        - (b) Tenure is not to be granted. In this case, the appointee shall receive a one-year terminal appointment for the following academic year.
      - (ii) If the appointment as assistant professor carries some years of credit toward tenure, the number of years shall be deducted from six and the provisions of paragraph (C)(1)(a) of this rule shall be used with the new number replacing the six-year provision; thus if an assistant professor is hired with two years credit towards tenure, then the notification shall occur by the fifteenth of March of the fourth year of service
        - (a) Typically, the maximum years of credit toward tenure for an assistant professor hire is two years. However, in extraordinary circumstances, additional credit may be granted after consultation with the Faculty Advisory Committee (FAC) at the time of appointment.
      - (iii) The terms and conditions of every appointment, including credit for the previous academic appointment and specification of the year in which tenure procedures will take place, shall be stated in writing, which shall be in the possession of both Kent state university and the faculty member before the appointment is finalized. The tenure decision should be based upon these initial terms and conditions.

- (iv). Faculty members may apply for early tenure consideration. The criteria for evaluating an application for early tenure will be the same as the criteria for an on-time application for tenure. A positive vote on early tenure shall automatically constitute a positive vote for reappointment. A negative decision on early tenure shall not prejudice the decision on re-appointment or a later application for tenure.
  - (b) Typically, an initial appointment at the rank of associate professor, or an initial appointment at the rank of professor carries a probationary period of three (3) years. In extraordinary cases, a shorter probationary period may be considered after consultation with the FAC at the time of appointment.
    - (i) If tenure is awarded in consequence of the tenure review during the third full year of service, it shall become effective with the contract for the fourth year of service.
    - (ii) If tenure is denied, the candidate shall receive written notification by the fifteenth of March of the third full year of service and shall receive a terminal appointment for the fourth year.
  - (c) Tenure with Appointment: An initial appointment at the rank of associate professor or at the rank of professor may carry tenure if, after consultation with the unit's tenure committee at the time of the appointment, the dean determines that a candidate's qualifications and credentials meet Kent state university standards and the standards appropriate to the candidate's discipline for the rank of associate professor, or professor, as applicable. Approval of at least three-fourths of the members of the unit's tenure committee eligible to vote, excluding those who abstain, is required for tenure with appointment.
- (2) Because the purpose of the probationary period is to provide an opportunity for observation, time spent on leave other than a scholarly leave of absence (e.g., university policy and procedures governing modification of the faculty probationary period) is not considered as part of the probationary period. Summer appointments are not counted within yearly appointments.
  - (3) The conferring of tenure is a positive act by the university and as such a faculty member cannot receive tenure by default.
    - (a) If an untenured faculty member does not receive notification by the appropriate date, the fifteenth of March of the year in which the tenure review is scheduled to be conducted in accord with paragraph (C)(1) of this policy, the faculty member as part of his/her professional responsibility, shall have twenty working days to inquire of the unit administrator, dean, or provost as to the status of his/her tenure decision. The university will have ten working days in which to respond.



- (i) In the event that the evaluative process has been conducted, the university will notify the individual and the decision will go forward as if the appropriate notification dates had been met.
    - (ii) In the extreme case that a candidate has not been evaluated for tenure at the proper time, he/she will be evaluated at the next regular evaluation period after the error has been detected with all relevant notification dates delayed accordingly.
  - (b) Any failure in procedural matters by the university or the faculty member shall not be sufficient cause for the conferring of tenure, the denial of tenure, or the termination of employment.
- (D) Tenure criteria. For the purposes of this policy "scholarship" is broadly defined to include research, scholarly and creative work. For the purposes of this policy "service" is broadly defined to include administrative service to the university, professional service to the faculty member's discipline, and the provision of professional expertise to public and private entities beyond the university.
- (1) The granting of tenure is a decision that plays a crucial role in determining the quality of university faculty and the national and international status of the university. Essentially, those faculty members involved in making a tenure decision are asking the question; "Is this candidate likely to continue and sustain, in the long term, a program of high quality scholarship, teaching, and service relevant to the mission of the academic unit and the mission of the university?" The awarding of tenure must be based on convincing documented evidence that the faculty member has achieved a significant body of scholarship, excellence as a teacher, and has provided effective service. The candidate must also be expected to continue and sustain, over the long term, a program of high quality scholarship, teaching, and service relevant to the mission of the candidate's academic unit(s) and to the mission of the university.
  - (2) A minimum requirement for tenure is the terminal degree in the candidate's discipline as noted in the handbook of her/his academic unit. In exceptional cases, this rule may be modified with the approval of the unit's tenure committee and the provost.
  - (3) The criteria for assessing the quality of scholarship, teaching and service shall be clearly specified and included in the handbook of each unit and campus. Guidelines for weighing the categories of scholarship, teaching and service shall be established by each unit for Kent campus faculty. For regional campus faculty, guidelines for weighting the categories of scholarship, teaching and service shall be established by each campus faculty council and this weighting shall be used at all levels of review. The handbook should indicate with some specificity how the quality and significance of scholarship, and the quality and effectiveness of teaching, and service are to be documented and assessed. Only documented evidence of scholarship, teaching, and service will be used in assessing a faculty member's eligibility for tenure. In the evaluation of scholarship, emphasis should be placed on external measurements of quality.

- (4) All tenured and tenure-track faculty members must have the opportunity to participate in the establishment, development, and revision of the unit's criteria. These processes should be democratic and public.
  - (5) As the university enters new fields of endeavor, including interdisciplinary initiatives, instances may arise in which the scholarship of faculty members may extend beyond established disciplinary boundaries. In such cases, care must be taken to apply the criteria with sufficient flexibility. In all instances, superior scholarly attainment, in accordance with the criteria set forth in the unit handbooks, is an essential qualification for tenure.
  - (6) A non-tenured faculty member applying for promotion to the rank of associate professor or full professor must also undergo a successful tenure review.
  - (7) Criteria based upon sex, race, color, age, national origin, religion, disability, sexual orientation, political activity or other legally protected categories are expressly forbidden.
- (E) Procedure for making decisions regarding tenure.
- (1) Due process is integral to an effective tenure policy. The guiding premise in the following procedure is that the essential phases in the tenure consideration occur at the unit level and at the regional campus (if applicable). Assessments and the recommendations beyond these levels should reflect due regard for the professional judgment and recommendations made at the unit and regional campus levels. Review and assessment by extra-unit and extra-regional campus faculty and the academic administration are necessary to insure the integrity of the system.
  - (2) External reviewers: All candidates for tenure must submit the names of at least five persons outside the university who are qualified to evaluate their achievements objectively. The unit administrator shall solicit evaluations from at least three of the qualified individuals whose names have been submitted by the candidate. The unit administrator may also solicit evaluations from external reviewers other than those named by the candidate but must inform the candidate of the persons contacted. In addition, the college dean (where appropriate) may consult with the unit administrator regarding any letters the dean may wish to solicit for consideration at the unit level and inform the candidate of such letters received. The candidate shall be given a copy of the letter to be sent to outside evaluators and have the opportunity to comment before the letter is mailed.
- (F) Procedures for making decisions regarding tenure: the unit level. All actions involving tenure shall be initiated at the academic unit level. (See paragraph (B)(1) of this rule for definition of "unit.") Consideration of those standing for tenure shall be undertaken by the unit tenure committee, chaired by the unit administrator as a non-voting member and composed of all tenured members of the unit's advisory committee and any tenured full professors who may not be members of the faculty advisory committee. No member of the committee shall be present when the committee deliberates or votes on the tenure of an individual in a rank higher than that

of the individual member of the tenure committee, or on the tenure of a spouse or relative. The unit administrator serves as the non-voting chairperson of the tenure committee.

- (1) Each spring semester the unit administrator shall notify those faculty members who are eligible for tenure consideration during the next academic year.
- (2) The unit administrator shall make available copies of the guidelines, timetables, and other information concerning the tenure review to all candidates in the unit, Kent campus and regional campuses faculty members alike, no later than three weeks before the deadline for submission of materials, which is at the end of the first week of the fall semester.
- (3) Faculty members being considered for tenure are responsible for developing, organizing, and submitting to the unit administrator the evidence supporting their candidacy for tenure. The unit administrator will review the file with the candidate for tenure in order to insure that the file is complete and will prepare a statement indicating that the file is complete. The completed file statement will be signed by both the candidate and the unit administrator. Thereafter, the candidate must be informed of anything that is added to or removed from the file and provided the opportunity to insert written comments concerning that new or removed material. At each level of review, advisory bodies and administrators will have access to the complete file before they consider the case.
- (4) Before convening the tenure committee, the unit administrator shall formally invite signed written comments from all tenured faculty members who are not members of the tenure committee. The unit administrator shall provide these comments to the tenure committee, shall provide a copy to the candidate, and shall place the comments in the file.
- (5) Members of the tenure committee on leave of absence or absent for justifiable reasons shall be notified of the nominations and shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the tenure committee consists of fewer than four members, excluding the non-voting chair, then a special procedure for enlarging it shall be developed by the unit administrator with the advice of the faculty advisory committee and the assistance of the college dean, if applicable, and the approval of the provost.
- (6) The unit administrator shall discuss his/her estimate of the strengths and weaknesses of each candidate with the unit tenure committee.
- (7) The case of each candidate shall be subject to candid discussion by the committee. During the committee meeting, each voting member shall indicate his/her nonbinding "yea" or "nay." After the meeting, each voting member shall record his/her final vote by completing a signed evaluation form with comments. -
- (8) Approval of at least three-fourths of the members of the tenure committee who vote, excluding those who abstain under paragraph (F)(5) of this rule, shall constitute formal endorsement to the unit administrator for tenure.

- (9) The unit administrator shall assemble the recorded votes, and signed evaluation forms, along with supporting statements, as well as other relevant documents regarding the faculty member's application for tenure. The unit administrator shall weigh and assess all relevant information and decide whether to recommend the granting of tenure to the candidate. He/she shall record his/her decision, along with a signed statement supporting it.
- (10) In the case of regional campus and Kent campus faculty alike, the unit administrator shall extend an invitation to the candidate to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the unit administrator must meet with the candidate within five working days from the date of the submission of the unit administrator's letter to the administrator at the next higher level.
- (11) The unit administrator shall inform the offices of the appropriate college dean and/or regional campus dean, where appropriate, and the provost of the results of the unit's deliberations. The file must be completed and closed at the unit level and no material shall be added or removed except as provided for in this policy.
- (12) No later than the date when the unit administrator transmits his/her recommendation to the next higher administrative officer, he/she shall notify the candidate of this recommendation by letter.
  - (a) The unit administrator shall include with this letter a copy of his/her letter of recommendation to the next higher administrative office, a summary of the advisory recommendations of the tenure committee, and copies of the committee's signed evaluation forms.
  - (b) In the unit administrator's letter to the candidate he/she shall inform the candidate that he/she has the right, within ten working days, to add a letter to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in either the unit administrative officer's letter, or the committee members' statements.
  - (c) The unit administrator's letter shall also indicate that, if the candidate wishes to appeal a negative recommendation, such intent shall be expressed to the next higher academic officer in writing within ten working days of receipt of the unit administrator's letter.
- (G) Procedures for making decisions regarding tenure: the regional campus level: Regional campus candidates for tenure will be reviewed both at the unit level, as described in paragraph (F) of this rule, and at the regional campus level. The tenure committee of the regional campus shall be composed of tenured members of the faculty council and the campus tenured full professors. No member of the committee shall be present when the committee deliberates or votes on the tenure of an individual in a rank higher than that of the individual member of the tenure committee, or on the tenure of a spouse or relative. The faculty chair is a voting member of the campus tenure committee except in cases in which the faculty chair is untenured or has otherwise not achieved

the rank held by the candidate for tenure. In such cases, the faculty chair will recuse himself or herself and a tenured individual with the appropriate rank will be elected from and by the campus tenure committee to fill the role of the faculty chair provided for in the policy.

- (1) The regional campus dean will make available to the candidate and the unit copies of those sections of the campus handbook concerning the campus' method of weighting unit criteria.
- (2) Regional campus faculty members being considered for tenure are responsible for developing, organizing, and submitting to the unit administrator the evidence supporting their candidacy for tenure. The unit administrator will review the files with the candidate for tenure in order to insure that the files are complete. The unit administrator will prepare a statement for inclusion in each file indicating that the file is complete as indicated in paragraph (F)(3) of this rule. The unit administrator must notify the regional campus dean in a timely fashion that the file is available for review by the campus tenure committee. Thereafter, the candidate must be informed of anything that is added to or removed from the file and provided the opportunity to insert written comments concerning the added or removed material.
- (3) Before convening the campus tenure committee, the faculty chair shall formally invite signed written comments from all campus tenured faculty members who are not members of the tenure committee. The faculty chair shall provide the comments to the campus tenure committee, shall provide a copy to the candidate, and shall place the comments in the file.
- (4) Members of the campus tenure committee on leave of absence or absent for justifiable reasons shall be notified of the candidacies and shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the campus tenure committee consists of fewer than four members, including the voting chairperson, then a special procedure for enlarging it shall be developed by the regional campus dean, with the advice of the faculty council and the approval of the provost.
- (5) The case of each candidate shall be subject to candid discussion by the committee. During the committee meeting, each voting member shall indicate his/her nonbinding "yea" or "nay." After the meeting, each voting member shall record his/her final vote by completing a signed evaluation form with comments.
- (6) Approval of at least three-fourths of the members of the tenure committee who vote excluding those abstaining under paragraph (G)(4) of this rule shall constitute a formal endorsement to the regional campus dean for tenure.
- (7) The faculty chair shall then summarize the committee's vote, signed evaluation forms, and recommendation for support or non-support of granting tenure to the candidate in a signed letter to the candidate and the regional campus dean. The letter shall indicate that, if the candidate wishes to respond to a recommendation for non-support, such a response must be made to the campus dean and copied to the unit administrator within ten working

days of receipt of the letter. Copies of the faculty chair's letter shall be provided to the college dean, and to the unit administrator of the candidate's unit.

- (8) The regional campus dean shall assemble the records, along with supporting statements, ballots, and other relevant documents. The regional campus dean will then review the file and the advisory recommendations of the campus tenure committee and unit administrator, weigh and assess all relevant information, and decide whether to recommend the granting of tenure to the candidate. He/she shall record her/his decision along with a signed statement supporting the decision.
- (9) The regional campus dean should extend an invitation to the candidate to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the regional campus dean must meet with the candidate within five working days from the date of the submission of his/her letter to the appropriate administrator.
- (10) The regional campus dean's recommendations to grant or deny tenure to the candidate shall be submitted to either the college dean (in the case of a candidate from a dependent department or school) or to the provost (in the case of a candidate from an independent college), with copies to the unit administrator and (where the recommendation is to a college dean) to the provost. The file must be completed and closed at the regional campus level and no material added or removed except as provided for in this policy.
- 11) No later than the date when the regional campus dean transmits his/her recommendations to the college dean or provost the regional campus dean shall notify the candidate of her/his recommendation by letter.
  - (a) The regional campus dean shall include within this letter a copy of his/her letter of recommendation to the college dean or provost, a summary of the advisory recommendations of the tenure committee, and copies of the committee's signed evaluation forms.
  - (b) In the regional campus dean's letter to the candidate he/she shall inform the candidate that he/she has the right, within ten working days, to add a letter to her/his file responding to any procedural errors or errors of fact that the candidate believes have been included in either the regional campus dean's letter, the faculty chair's letter, or the committee members' statements.
  - (c) The letter shall also indicate that if the candidate wishes to appeal a negative decision, such intent shall be expressed to the next higher academic officer in writing within ten working days of receipt of the regional campus dean's letter.
- (H) Procedures for making decisions regarding tenure: colleges with dependent units. The college dean shall conduct a review of the unit's decision, and where applicable, the regional campus' actions and shall convene the college advisory committee, which shall function as the college tenure committee. On the basis of the qualifications of the candidate, this committee shall

evaluate all assessments deriving from the unit and, where applicable, regional campus levels, recommend to the dean whether tenure should be granted or denied.

- (1) The college dean shall be the chairperson and a nonvoting member of the college tenure committee. Tenured members of the elected college advisory committee shall serve as the college tenure committee to review recommendations and evaluations from the departments and schools and recommend to the dean in each case whether tenure should be granted or denied. This committee shall have made available to it all data developed by the unit and where applicable, the regional campus. No members of the college tenure committee may vote on candidates from their own unit and no member of the committee shall be present when the committee deliberates or votes on the tenure of a spouse or relative.
- (2) The case of each candidate shall be subject to candid discussion of the committee. During the committee meeting, each voting member shall indicate his/her nonbinding "yea" or "nay." After the meeting, each voting member shall record his/her final vote by completing a signed evaluation form with comments.
- (3) Approval of at least three-fourths of the tenure committee who are eligible to vote (excluding those who abstain for reasons under paragraph (F) of this rule) shall constitute a recommendation for tenure by the college tenure committee to the college dean.
- (4) The college dean shall prepare a written statement in which is recorded the recommendation of the college tenure committee, along with the numerical vote. In addition, the college dean shall submit a recommendation for approval or disapproval of tenure.
  - (a) For Kent campus and regional campus candidates alike, the college dean's statement and candidate's file are submitted to the provost.
  - (b) The file must be completed and closed at the college level and no material shall be added or removed except as provided for in this policy.
- (5) No later than the college recommendation is submitted to the provost, the college dean shall notify the candidate of his/her recommendation by letter.
  - (a) The college dean shall include with this letter a copy of his/her letter of recommendation to the provost, a summary of the advisory recommendations of the tenure committee, and copies of the committee's signed evaluation forms.
  - (b) In the college dean's letter to the candidate he/she shall inform the candidate that he/she has the right, within ten working days, to add a letter to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in either the college dean's letter or the committee member's statements.

- (c) The letter shall also indicate that, if the candidate wishes to appeal a negative recommendation, such intent shall be expressed to the next higher academic officer in writing within ten working days of receipt of the college dean's letter.
- (I) Procedures for making decisions regarding tenure: The Provost Level. The provost shall conduct a review of the previous actions and shall make an academic administrative recommendation on tenure to the president.
  - (1) To assist in this process with respect to Kent campus faculty, the provost shall convene the Kent campus tenure advisory board. The members of this board shall be appointed by the provost in consultation with the provost's advisory council from a list of tenured associate and full professors nominated by the faculty senate executive committee, the college advisory committees, and the college deans. It is ordinarily expected that, through such discussion, consensus on the Kent campus tenure advisory board members will be reached. In the unusual circumstance that the provost's advisory council and the provost are unable to reach consensus in regard to the members of the board by the specified date for the beginning of board's activity, the provost shall convene a Kent campus tenure advisory board that includes those for whom consensus has been reached and others that the provost appoints. This board shall evaluate from a Kent campus-wide perspective the recommendations made thus far and shall formally advise the provost as to whether, in its view, these recommendations should be accepted.
  - (2) To aid in making a recommendation with respect to regional campus faculty, the provost shall convene a regional-campus-wide tenure advisory board. The members of this board shall be appointed by the Provost in consultation with the regional campuses faculty advisory council and regional campus deans from a list of tenured associate and full professors nominated by each regional campus faculty council and the regional campus deans. It is ordinarily expected that, through such discussion, consensus on the regional campuses-wide tenure advisory board members will be reached. In the unusual circumstance that the regional campuses faculty advisory council and the provost are unable to reach consensus in regard to the members of the board by the specified date for the beginning of the board's activity, the provost shall convene a regional campuses-wide tenure advisory board that includes those members for whom consensus has been reached and others that the provost appoints. This board shall evaluate from a regional campus-wide perspective the recommendations made thus far and shall formally advise the provost as to whether, in its view, these recommendations should be accepted.
  - (3) No member of the Kent campus or regional-campus-wide tenure advisory board will vote on a candidate for whom he/she cast a ballot at a lower level of review and no member may be present while the board deliberates or votes on the tenure of a spouse or relative.
  - (4) The provost shall provide written notification to all candidates for tenure of the action taken. Such notification shall be made at least one week prior to the date designated as the submission date for recommendations for tenure by the president to the board of trustees. The communication to candidates whose tenure is not approved shall include reasons why approval was withheld. A negative recommendation shall include a statement of the relevant unit handbook criteria or criteria as established in this policy



that the candidate has failed to meet. Copies of each communication shall be sent to the college dean, regional campus dean (if applicable) and the unit administrator.

- (J) New material may be added as requested by a review committee or the responsible academic administrator at any level in order to correct or more fully document information contained in the tenure file. In such instances, the candidate shall be notified of, and given the opportunity to review, such new material as is added to the file and also be provided with the opportunity to include written comments relevant to this material and/or the appropriateness of its inclusion in the file.
- (K) Any faculty member whose tenure has been disapproved at any level shall have the right to appeal to the next higher academic administrative officer. In the case of denial by the provost, the appeal shall be to the president, or when appropriate, to the Joint Appeals Board (see collective bargaining agreement, Article VII, Section 2). All appeals must be initiated by the candidate in writing within ten working days of the candidate's receipt of the disapproval notification or as otherwise specified by the collective bargaining agreement. At each level of appeal, the appellant shall be offered an opportunity to appear in person to present his/her case orally before the appropriate tenure advisory committee or board. The appellant may be accompanied by a colleague who may assist in presenting his/her case. Furthermore, if an individual other than the appellant is invited to address the committee or board, the appellant shall have an opportunity to respond to any new information. The committee or board shall determine whether the information is new and whether to invite an oral or written response. The academic administrator in question shall consider the vote of this body seriously before making his/her recommendation and shall inform both the appellant and the academic administrator at the next higher level of the results of this vote.
- (L) Academic administrators and members of tenure committees are expected to act in accordance with the principles of due process and abide by the Professional Code of Ethics (rule 3342-6-17 of the Administrative Code). All documents in the tenure process are subject to the Ohio Open Records Law (Section 149.43 of the Revised Code).
- (M) Decisions regarding tenure for all faculty members who are appointed to a tenure-track position for academic year 2010-11 or later will be governed by this policy and the unit handbook in place at the time of the initial appointment. Faculty members who were appointed prior to the adoption of this policy will have the option of being governed by this policy and the current unit handbook or the University policies and procedures regarding faculty tenure and promotion and the handbook in place at the time of the faculty member's initial appointment. The faculty member will include a written election of this option in his/her file. Given the elimination of the position of the executive dean for regional campuses, for regional campus faculty electing to be governed by the University policy and procedures regarding faculty tenure in place at the time of the faculty member's hire, paragraphs (H)(15) to (H)(17) and (I)(1) of that rule will be replaced by paragraph (I)(1) of the current rule.
- (N) Transfer of tenure. Tenured faculty members may transfer from one academic unit to another; from the regional campus system to an academic unit at the Kent campus, or from an academic unit at the Kent campus to the regional campus system in accordance with the following procedure.

- (1) The tenured faculty member who is seeking a transfer shall initiate a written request to both his/her current academic administrator (i.e., department chair, school director, independent college dean or regional campus dean) and to the academic administrator of the academic unit or regional campus to which he/she seeks a transfer.
- (2) The appropriate faculty advisory body of the academic unit or regional campus from which the incoming faculty member seeks a transfer should provide a written recommendation on the acceptability of the transfer to the academic administrator. Upon receipt of this recommendation, the academic administrator will forward his/her written recommendation together with that of the faculty advisory committee, to the dean of the college, who in turn makes a recommendation to the provost. In the case of faculty in independent colleges, the unit administrator's recommendation is forwarded directly to the provost.
- (3) The appropriate faculty advisory body of the academic unit or regional campus to which the incoming faculty member seeks a transfer should provide a written recommendation on the acceptability of the transfer to the academic administrator. In addition, the ad hoc tenure committee of the academic unit or regional campus to which the incoming faculty member seeks a transfer should evaluate the professional credentials of the incoming faculty member and provide a recommendation to the academic administrator. In order to undertake this evaluation, the committee may request evidence of excellence in scholarship, teaching, and service in a form to be decided by the committee (i.e., curriculum vita, teaching dossier, a written statement from the faculty member seeking the transfer). Approval of at least three-fourths of the members of the unit's or campus' tenure committee who vote, excluding those who abstain, is required for transfer of tenure. If the ad hoc tenure committee approves the transfer of tenure, the academic administrator will forward his/her recommendation together with that of the faculty advisory committee and the ad hoc tenure committee to the dean of the college who in turn makes a recommendation to the provost. In the case of faculty in independent colleges, the unit administrator's recommendation is forwarded directly to the provost.
- (4) The provost shall consult with the provost's advisory council. The final decision on the transfer of a tenured faculty member between academic units and/or campuses rests with the provost. In the event that the provost's decision conflicts with the unit tenure committees vote, the provost shall provide a statement in writing to the unit administrator explaining the decision
- (5) A faculty member whose tenure transfers under this section will retain his/her rank.

Policy Effective Date: August 23, 2015

Policy Prior Effective Dates:

11/4/1977, 9/18/1978, 8/31/1979, 10/1/1985, 8/21/1989, 4/19/1991, 6/1/2007, 8/5/2009, 10/14/2010, 3/1/2015

## **Addendum C**

### **University Policy and Procedures Regarding Faculty reappointment (3342-6-16)**

Effective: August 20, 2012

- A. Purpose. All tenure-track faculty members hold probationary appointments for one year, subject to annual renewal. Except where indicated below in this section (A), the total period of full-time tenure-track employment at the university prior to continuous tenure will not exceed six (6) years. Faculty members with probationary appointments in the tenure track will be reviewed annually until the academic year in which they are considered for tenure.

Because the purpose of the probationary period is to provide an opportunity for observation, time spent on leave other than a scholarly leave of absence or time spent pursuant to the *University policy and procedures governing modification of the faculty probationary period* is not considered part of the probationary period. Summer appointments are not counted within yearly appointments. Scholarly leaves of absence for one (1) year or less will count as part of the probationary period.

Reappointment reviews have as their primary purpose the preparation of probationary faculty members for a successful tenure review, and annual reviews will help to prepare them in the following ways:

1. Probationary faculty members will be given information about university policies and unit and/or regional campus goals, culture, and professional, and college standards and expectations. For the purposes of reappointment, the term “unit” shall be defined as a department, school, or college without departments or schools. The term "faculty" shall be understood to mean those who hold regular full-time tenured or tenure-track appointments. Given some variance in procedures followed for faculty from colleges without departments or schools and/or regional campuses, sections of this policy have been included to delineate these specific procedural differences.
  2. Probationary faculty members will participate in regular, complete, and specific formative evaluations during the probationary period to foster their scholarship, teaching, and service.
  3. Probationary faculty members will have an opportunity to discuss their annual reviews; to respond to suggestions for improvement in scholarship, teaching, and service; and, to receive a timely, fair evaluation of their responses.
  4. Probationary faculty members will have the opportunity to establish a mentoring relationship as an aid in satisfying unit and, if applicable, regional campus requirements and conditions for tenure;
  5. Finally, probationary faculty members will have the opportunity to establish a clear and consistent record from which the university may confidently draw conclusions about their future performance.
- B. Initial Procedure. Reappointment review is a deliberate and important process. During the course of reappointment reviews, the appropriate academic administrators (e.g., department chair,

school director, college dean, regional campus dean) will communicate to both the probationary faculty member and to the evaluators a clear understanding about the requirements and conditions of tenure. Eventually, at the time of tenure review all parties should be sufficiently informed of these requirements and conditions so that the process occurs in an atmosphere of fairness and is based on well-documented employment practices. To help make sure this takes place, the format of the electronic file (or portfolio) to be submitted at the time of application for tenure and promotion should be shared with the probationary faculty member early in the probationary period. To prevent annual reappointment reviews from becoming an undue burden on probationary faculty members and the colleagues who evaluate their files, units shall develop reasonable guidelines for the construction of electronic reappointment files and the presentation of documentation.

All reappointment reviews will be carried out on a paperless, electronic system provided by the university for this purpose. Probationary faculty members, reviewers and administrators must submit and review reappointment documents on this system and any official notification required under this policy will appear in this system. The probationary faculty member will be notified by email of anything that is added to or removed from the file as soon as it is added or removed. At each level of reappointment review, the probationary faculty member, faculty advisory bodies and administrators will be able to view the complete file.

- C. Criteria. The criteria used in assessing the quality of scholarship, teaching, and service in the review of faculty seeking reappointment should conform to the unit's tenure guidelines in the unit's handbook. Guidelines concerning the weighting of those criteria will be applied consistently at all levels of review and will come from the probationary faculty member's unit of appointment or, if applicable, campus of appointment as follows: all reappointment evaluations of Kent campus probationary faculty members shall follow the unit's guidelines concerning the weighting of the unit's tenure criteria, and all reappointment evaluations of regional campus probationary faculty members shall follow the campus' guidelines concerning the weighting of the unit's tenure criteria.
- D. Affirmation Principle. The principle to affirm at reappointment review is, "Given the years of service to date and the number of years until mandatory tenure review, it is reasonable to expect that the probationary faculty member will eventually undergo a successful tenure review." To help the probationary faculty member accomplish this and to aid the reappointment committee in making such an affirmation, expectations about scholarship, teaching, and service should be outlined in the letter of appointment. Specific criteria should be detailed in the unit handbook, and if applicable, the campus handbook.
- E. Due process is integral to an effective reappointment policy. The guiding premise in the following procedure is that the essential phases in reappointment considerations occur at the unit level and, if applicable, at the regional campus. Assessments and recommendations beyond these levels should reflect due regard for the professional judgment and recommendations made at the unit and regional campus levels. Review and assessment by extra-unit and extra-regional campus faculty and the academic administration are necessary to insure the integrity of the reappointment process.
- F. Procedures for making decisions regarding reappointment: the unit level. All actions involving reappointment shall be initiated at the academic unit level (department, school, or college without departments or schools). Consideration of those standing for reappointment shall be undertaken by the unit reappointment committee, chaired by the unit administrator as a non-voting member and composed of all tenured members of the unit's faculty advisory committee and any tenured

Professors who may not be members of the advisory committee. No member of the committee may be present when the committee deliberates or votes on the reappointment of an individual in a rank higher than that of the individual member of the reappointment committee, or on the reappointment of a spouse, domestic partner, or relative.

1. In the first year of the probationary period the unit administrator will notify the probationary faculty member in the appointment letter that a reappointment review will occur shortly after the end of the first semester. At that time the probationary faculty member will submit only a two (2) to three (3) page statement describing his/her accomplishments and plans for the remainder of the academic year. All parties participating in the review should be aware that a full review is not required at this time, but that two things should be accomplished during this first review.
  - a. The unit administrator and the unit's reappointment committee should review the probationary faculty member to make certain that the terms of the initial appointment have been satisfied.
  - b. The unit administrator and the unit's reappointment committee should apply those criteria in section (C) above which are appropriate or are available (e.g., first semester peer review(s) and student surveys of instruction) for the reappointment review.

Faculty members from departments or schools in their first probationary year will not be reviewed by the college advisory committees, but will be reviewed only at the unit and, where appropriate, regional campus level, with a recommendation by the unit administrator and, where appropriate, campus dean to the college dean.

2. For every following annual review, near the end of the spring semester the unit administrator shall notify all probationary tenure-track faculty members in the unit, Kent campus and regional campus faculty members alike, that a reappointment review will begin early in the fall semester of the next academic year.
3. The unit administrator shall make available copies of the guidelines, timetables, and other information concerning reappointment review to all probationary faculty members in the unit no later than three (3) weeks before the deadline for submission of materials, which is at the end of the first week of the fall semester. At the same time, for regional campus probationary faculty, the campus dean will make available to the probationary faculty member and to the unit copies of those sections of the campus handbook concerning the campus' method of weighting unit criteria.
4. Probationary faculty members are responsible for developing, organizing and submitting the documentation supporting their reappointment. However, the unit administrator, as well as colleagues, should assist probationary faculty members in the preparation of their files, especially in their early years of service.
5. The unit administrator is responsible for including past reappointment letters and, for Kent campus probationary faculty, the original letter of appointment in the file. For regional campus probationary faculty, the campus dean is responsible for including past reappointment letters and the original letter of appointment in the files. The unit administrator will review the file with the probationary faculty member to insure that the file is complete and the probationary faculty member and the unit administrator will certify that the file is complete. Thereafter, the probationary faculty member must be

informed of anything added to or removed from the file and provided with the opportunity to include written comments concerning that new or removed material.

6. Before convening the reappointment committee, the unit administrator will inform all tenured faculty members that the files are available for inspection and will formally invite written comments from all tenured faculty members who are not members of the reappointment committee. The unit administrator will include those comments in the file.
7. Members of the reappointment committee on leave of absence may vote or they may request from the committee the right to abstain from voting. If the reappointment committee consists of fewer than four (4) members, excluding the non-voting chair, then a special procedure for enlarging it shall be developed by the unit administrator, with the advice of the faculty advisory committee and the assistance of the college dean, if applicable, and the approval of the provost.
8. The unit administrator will comment on the strengths and weaknesses of, and the extent to which the probationary faculty member has responded to issues raised in previous reappointment reviews, especially suggestions about improvement in scholarship, teaching, and service. Finally, the unit administrator should provide his or her judgment of how well the probationary faculty member is progressing toward a successful tenure review.
9. Each candidate's file shall be subject to candid discussion by the committee. During the meeting, each voting member shall indicate his/her non-binding vote of "yes," "yes with reservations," or "no" concerning the reappointment of the probationary faculty member. After the meeting, each voting member shall record his or her final vote by completing the electronic evaluation form with comments. The reappointment committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process.
10. A simple majority of the reappointment committee members who vote, excluding those who abstain under section (F)(7) of this policy, will constitute a recommendation to the unit administrator for reappointment. A vote of "yes with reservations" will count as a positive vote to reappoint the probationary faculty member, but it shall carry an additional message of concern.
11. The unit administrator shall review the recorded votes, and evaluation forms, along with supporting statements, as well as other relevant documentation regarding the faculty member's application for reappointment. The unit administrator shall weigh and assess all relevant information and decide whether to recommend the reappointment of the probationary faculty member. He or she will include in the file a single, detailed assessment and recommendation, which clearly conveys the strengths and weaknesses of the probationary faculty member's performance in scholarship, teaching, and service. The assessment and recommendation should follow the criteria as specified in section (C) of this policy and also any individual expectations for a given probationary faculty member. Specific suggestions concerning performance necessary to achieve a positive tenure decision should also be included in this assessment and recommendation.
12. As part of the unit administrator's assessment and recommendation, the unit administrator shall inform the candidate that he/she has the right, within ten (10) working days, to add a statement to his/her file responding to any procedural errors or errors of

fact that the candidate believes have been included in either the unit administrative officer's assessment and recommendation or in the committee members' evaluations. The unit administrator shall also indicate that, if the candidate wishes to appeal a negative recommendation, such intent shall be expressed to the next higher academic officer in writing within ten (10) working days of the submission of the unit administrator's assessment and recommendation.

13. In addition, for regional campus and Kent campus faculty alike, the unit administrator should invite the probationary faculty member to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the unit administrator must meet with the probationary faculty member within five (5) working days from the date of the submission of the unit administrator's assessment and recommendation.

G. Procedures for making decisions regarding reappointment: the regional campus level. Faculty members at the regional campuses will have reappointment reviews occur at both the regional campus level and unit level (as described above in section (F)). The reappointment committee of a regional campus will be composed of tenured members of the campus' faculty council and the campus' tenured Professors. No member of the committee may be present when the committee deliberates or votes on the reappointment of an individual in a rank higher than that of the individual reappointment committee member, or on the reappointment of a spouse, domestic partner, or relative. The faculty council chair conducts the deliberations and is a voting member of the campus reappointment committee.

1. In the first year of the probationary period the campus dean will notify the probationary faculty member in the appointment letter that a reappointment review will occur shortly after the end of the first semester. At that time the probationary faculty member will submit only a two (2) to three (3) page statement describing his or her accomplishments and plans for the remainder of the academic year. All parties participating in the review should be aware that a full review is not required at this time, but that two things should be accomplished during this first review at the campus level.
  - a. The campus dean and the campus reappointment committee should review the probationary faculty member to make certain that the terms of the initial appointment have been satisfied.
  - b. The campus dean and the campus reappointment committee should apply those criteria and weighting in section (C) above which are appropriate or are available (e.g., first semester peer review(s) and student surveys of instruction) for the reappointment review.

Regional campus faculty members from departments or schools in their first probationary year will not be reviewed by the college advisory committees, but will be reviewed only at the campus and unit levels with a recommendation by the unit administrator and the campus dean to the college dean.

2. For every following annual review, near the end of the spring semester the unit administrator shall notify all probationary tenure-track faculty members in the unit, Kent campus and regional campus faculty members alike, that a reappointment review will begin early in the fall semester of the next academic year.

3. The unit administrator shall make available copies of the guidelines, timetables and other information concerning reappointment review to all probationary faculty members no later than three (3) weeks before the deadline for submission of materials, which is at the end of the first week of the semester. At the same time, for regional campus probationary faculty, the campus dean will make available to the probationary faculty member and to the unit copies of those sections of the campus handbook concerning the campus' method of weighting unit criteria.
4. Probationary faculty members at the regional campuses are responsible for developing, organizing and submitting to the unit administrator the documentation supporting their reappointment. However, it is expected that the campus dean, unit administrator, and campus and unit colleagues will assist probationary faculty members in the preparation of their files, especially in their early years of service.
5. The unit administrator is responsible for including past reappointment letters from the unit administrator, and the campus dean is responsible for including past reappointment letters from the campus dean and the original letter of appointment in the file. The unit administrator will review the file with the probationary faculty member in order to insure that the file is complete and the probationary faculty member and the unit administrator will certify that the file is complete. Thereafter, the probationary faculty member must be informed of anything that is added to or removed from the file and provided with the opportunity to include written comments concerning that new or removed material.
6. Before convening the campus reappointment committee, the faculty council chair shall inform all tenured faculty members that the files are available for inspection, and will formally invite written comments from all tenured faculty members who are not members of the campus reappointment committee. The faculty council chair will include these comments in the file.
7. Members of the campus reappointment committee on leave of absence may vote or they may request from the committee the right to abstain from voting. If the campus reappointment committee consists of fewer than four (4) members, including the voting faculty council chair, then a special procedure for enlarging it shall be developed by the regional campus dean with the advice of the faculty council and the approval of the provost.
8. The campus reappointment committee will discuss the strengths and weaknesses of each probationary faculty member. The committee will evaluate the probationary faculty member's response to previous reappointment letters, especially to suggestions about improvement in scholarship, teaching, and service, and judge how well the faculty member is progressing toward successful tenure review.
9. Each candidate's file shall be subject to candid discussion by the committee. During the meeting, each voting member shall indicate his/her nonbinding vote of "yes," "yes with reservations," or "no" concerning the reappointment of the probationary faculty member. After the meeting, each voting member shall record his/her final vote by completing the electronic evaluation form with comments. The campus reappointment committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process.



10. A simple majority of the campus reappointment committee who vote, excluding those who abstain under section (G)(7) of this policy, will constitute a recommendation to the campus dean for reappointment. A vote of “yes with reservations” will count as a positive vote to reappoint the probationary faculty member, but it shall carry an additional message of concern.
  11. The faculty council chair shall then summarize the committee’s vote and evaluation forms in a single, detailed assessment and recommendation to the regional campus dean which addresses the strengths and weaknesses of the probationary faculty member’s performance in scholarship, teaching, and service. The assessment should follow the unit and campus standards as specified in section (C) of this policy as well as any individual expectations for a given probationary faculty member. The assessment and recommendation shall be included in the file and shall indicate that, if the candidate wishes to respond to a recommendation of not to reappointment, such a response must be made to the campus dean and the unit administrator within ten (10) working days of the submission of the faculty council chair’s assessment and recommendation to the campus dean.
  12. The regional campus dean shall review the recorded votes and evaluation forms, along with supporting statements, as well as other relevant documentation regarding the faculty member’s application for reappointment. The campus dean shall weigh and assess all relevant information and decide whether to recommend the reappointment of the probationary faculty member. He or she will include in the file a single detailed assessment and recommendation, which clearly conveys the strengths and weaknesses of the probationary faculty member’s performance in scholarship, teaching, and service. The assessment and recommendation should follow the unit and campus standards as specified in section (C) of this policy and also any individual expectations for a given probationary faculty member. Specific suggestions concerning performance needed to achieve a positive tenure decision should also be included in this assessment and recommendation.
  13. As part of the regional campus dean’s assessment and recommendation, the regional campus dean shall inform the candidate that he/she has the right, within ten (10) working days, to add a statement to her/his file responding to any procedural errors or errors of fact that the candidate believes have been included in either the regional campus dean’s assessment and recommendation, the faculty council chair’s assessment and recommendation, or the committee members’ evaluations. The regional campus dean shall also indicate that if the candidate wishes to appeal a negative decision, such intent shall be expressed to the next higher academic officer in writing within ten (10) working days of the submission of the regional campus dean’s assessment and recommendation.
  14. In addition, the regional campus dean should invite the probationary faculty member to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the campus dean must meet with the probationary faculty member within five (5) working days from the date of the submission of the campus dean’s assessment and recommendation to the college dean or provost, as applicable.
- H. Procedures for making decisions regarding reappointment: colleges with departments or schools. The dean shall conduct a review of the unit’s and, if applicable, the regional campus’ assessments and recommendation for reappointment. Probationary faculty members in the first year will not

be reviewed by the college reappointment committee. For every following annual review, the college dean shall convene the college advisory committee, which shall function as the college reappointment committee. Based on the probationary faculty member's progress toward tenure as presented in the supporting materials and the unit /regional campus level assessments and recommendations, this college reappointment committee will recommend to the dean whether to reappoint or not to reappoint the probationary faculty member.

1. The college dean shall be the chair and a nonvoting member of the college reappointment committee. Tenured members of the college reappointment committee shall review the assessments and recommendations from the departments and schools and recommend to the dean in each case whether to reappoint or not to reappoint the probationary faculty member. No member of the college reappointment committee may vote on candidates from his/her own unit and no member of the committee shall be present when the committee deliberates or votes on the reappointment of a spouse, domestic partner, or relative.
2. In the cases of a positive recommendation from the unit's reappointment committee and the unit administrator, and positive recommendations from the regional campus reappointment committee and the campus dean, where applicable, the college reappointment committee may approve all such recommendations without reviewing each individually. Each voting member of the college reappointment committee will say either "yes" or "no" and the dean will record the vote.
3. In the case of:
  - (a) a negative reappointment recommendation by the unit's reappointment committee or the unit administrator, or the campus' reappointment committee or campus dean where applicable, or
  - (b) any individual case not acted on pursuant to section (H)(2) of this policy,the probationary faculty member's file will be the subject of candid discussion by the committee. During the meeting, each voting member will indicate his/her non-binding vote of "yes," "yes with reservations," or "no" concerning the reappointment of the probationary faculty member. After the meeting, each voting member will record his/her final vote by completing the electronic evaluation form with comments. The college reappointment committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process.
4. Approval by a simple majority of the members of the college reappointment committee who are eligible to vote (excluding those who abstain for reasons under section (H)(1) of this policy) shall constitute a recommendation for reappointment to the college dean. A vote of "yes with reservations" will count as a positive vote to reappoint the probationary faculty member, but it shall carry an additional message of concern.
5. The dean shall prepare the recommendation of the college reappointment committee. In the case of a block vote, the dean will report whether the college reappointment committee supports the unit or regional campus recommendation. In the case of votes on individual cases, the dean will submit the actual vote of the college reappointment committee. The dean will include in the file the recommendation from the college

reappointment committee along with his/her recommendation whether to reappoint or not to reappoint the probationary faculty member.

6. As part of the college dean's recommendation, the college dean shall inform the candidate that he/she has the right, within ten (10) working days, to add a statement to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in either the college dean's recommendation or the committee member's statements. In addition, the college dean shall also indicate that, if the candidate wishes to appeal a negative recommendation, such intent shall be expressed to the next higher academic officer in writing within ten (10) working days of receipt of the college dean's recommendation.
- I. Procedures for making decisions regarding reappointment: The provost level. The provost shall review the reappointment recommendations at the college/school and unit/regional campus levels. Unless reversed by the provost, the recommendation of the previous level academic administrator will stand. The unanimous recommendations of the college/school dean and his/her reappointment committee and the unit administrator and his or her reappointment committee, or where applicable the campus dean and his or her reappointment committee, will stand unless the provost can provide compelling reasons for reversing them. Probationary faculty members receiving a negative recommendation at the provost level must be notified in accordance with guidelines established in the Collective Bargaining Agreement.
- J. New material may be added as requested by a review committee or the responsible academic administrator at any level of review or appeal in order to correct or more fully document information contained in the reappointment file. In such instances, the probationary faculty member will be notified of, and given the opportunity to review such new material as is added to the file and also provided the opportunity to include written comments relevant to this material and/or the appropriateness of its inclusion in the file.
- K. Any faculty member who has not been recommended for reappointment at any level will have the right to appeal to the next highest academic administrative officer. In the case of denial by the provost, the appeal shall be to the President, or when appropriate, to the Joint Appeals Board. All appeals must be initiated by the probationary faculty member in writing within ten (10) working days after the submission of a negative recommendation by an administrative officer or as specified otherwise in the Collective Bargaining Agreement. Appeals should be heard in a timely manner (e.g., thirty (30) calendar days). At each level of appeal at which a faculty advisory body is designated to hear an appeal and make a recommendation to the next highest academic administrative officer, the appellant will be offered the opportunity to appear in person to present his/her case orally before the appropriate reappointment committee. At the college level, appeals are heard by the college advisory committee. The appellant may be accompanied by a colleague who may assist in presenting her/his case. Furthermore, if an individual other than the appellant (including any academic administrator) is invited to address the committee, the appellant shall have an opportunity to respond to any new information. The committee shall determine whether the information is new and whether to invite an oral or written response. The academic administrator in question will consider the vote of this body seriously before making his/her recommendation and will inform both the appellant and the academic administrator at the next highest level of the results of this vote.
- L. Academic administrators and members of reappointment committees are expected to act in accordance with the principles of due process and abide by the *University policy regarding*

*faculty code of professional ethics*. All official documents in the reappointment process are subject to the Ohio Public Records Act as included in the Ohio Revised Code.

- M. Decisions regarding reappointment for all faculty members who are appointed to a tenure-track position for academic year 2010-11 or later will be governed by this policy and the unit handbook in place at the time of the initial appointment. Faculty members who were appointed prior to the adoption of this policy will have the option of being governed by this policy and the current unit handbook or the university policies and procedures regarding faculty reappointment, tenure and promotion and the handbook in place at the time of the faculty member's initial appointment. The faculty member will include an election of this option in his/her file. Given the elimination of the executive dean for regional campuses, for regional campus faculty electing to be governed by the *University policy and procedures regarding faculty reappointment* in place at the time of the faculty member's hire, sections (H)(1)-(2) and (I) of that policy will be replaced by section (I) of the current policy.

Effective August 20, 2012 Prior Effective Dates: 11/20/2004, 3/7/2000

## **Addendum D**

### **University Policy Regarding Faculty Teaching Load (3342-6-18)**

6 - 18

(A) All regular, full-time faculty are expected to work full-time for the university. This does not mean that each contributes in the same way. Some professors are employed by mutual agreement between themselves and their departments solely for undergraduate teaching. For these persons the teaching load shall be twenty-four credit hours per academic year. Some professors are employed for a mixture of undergraduate teaching, graduate teaching, and the public research that is an inherent part of graduate education. Their teaching load shall be the equivalent of twenty-four credit hours of teaching and shall include formal class teaching and appropriate teaching credit for advising of individual investigations, seminars, research, theses, and dissertations.

(B) Some professors may serve the public professionally and without remuneration in ways that lie outside the classroom, laboratory, or studio. When this service contributes toward fulfilling the goals of the university, it may be part of the load of that professor.

(C) University service, such as committee work, is expected from all regular, full-time faculty as part of their normal service. In those few cases when such service is very heavy the vice president for academic and student affairs or the collegial dean may allow this service to be an appropriate part of the load of the professor.

(D) Since the nature of work differs among departments, load regulations cannot be applied uniformly. Therefore, each department chairperson, along with the departmental faculty advisory committee, shall specify which kinds of loads shall be the equivalents of twenty-four credits of formal course teaching per academic year, with appropriate adjustments being made for graduate teaching, research involvement, direction of laboratory and studio sections, and excessive number of preparations by a new faculty member, and unusually large class sections. Upon approval by the collegial dean, these specifications shall be filed with the dean and the human resources. All regular full-time faculty in the department shall be informed of these departmental understandings.

(E) Full-time temporary faculty normally are assigned to teaching responsibilities which will total fifteen credit hours per semester.

(F) Nothing in this policy shall contravene the terms of any contract which may be in effect between the university and a recognized agent of the faculty for collective bargaining.

Policy Effective Date:

Mar. 01, 2015

Policy Prior Effective Dates:

11/4/1977, 8/24/1979, 12/6/1985, 6/1/2007

## **Addendum E**

### **Minimum Annual Funding Levels for Faculty Professional Development (Fiscal Year 2015 Budgeted)**

- University Research Council - \$273,219
- University Teaching Council - \$117,613
- Center for Teaching and Learning - \$313,953

# Attachment A

MEDICAL PLANS FOR CALENDAR YEAR 2016						
**PLAN**	PPO Option 90/70 (Anthem & Med Mutual)		PPO Option 80/60 (Anthem & Med Mutual)		PPO Option 70/50 (Offered by Med Mutual ONLY)	
BENEFIT PERIOD	Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)	
Primary Care Physician (PCP) Required	No		No		No	
Dependent age limit	age 25, age 26-28 Adult Child		age 25, age 26-28 Adult Child		age 25, age 26-28 Adult Child	
	BENEFIT		BENEFIT		BENEFIT	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Annual Deductible	\$250/\$500		\$350/\$700		\$500/\$1,000	
Annual out-of-pocket max (excl deductible)	\$750/\$1,500		\$900/\$1,800		\$1,000/\$2,000	
Coinsurance (employee pays)	10%		20%		30%	
IN-PATIENT CARE						
Semi-private room and board	90%	\$100 copay, then 70%	80%	\$100 copay, then 60%	70%	\$100 copay, then 50%
Surgery	90%	70%	80%	60%	70%	50%
Anesthesia	90%	70%	80%	60%	70%	50%
Consultations	90%	70%	80%	60%	70%	50%
Maternity care	90%	\$100 copay, then 70%	80%	\$100 copay, then 60%	70%	\$100 copay, then 50%
Lab and X-ray services	90%	70%	80%	60%	70%	50%
Therapy services	90%	70%	80%	60%	70%	50%
Drugs and Medications	90%	70%	80%	60%	70%	50%
OUT-PATIENT CARE						
Outpatient surgery	90%	70%	80%	60%	70%	50%
Second Surgical Opinion	100%	100%	100%	100%	100%	100%
Diagnostic services, lab and x-ray	90%	70%	80%	60%	70%	50%
MRI (require prior authorization)	90%	70%	80%	60%	70%	50%
Cardiac Rehabilitation	90%	70%	80%	60%	70%	50%
Physical, occupational and speech therapy	90%	70%	80%	60%	70%	50%
Office visits - PCP <sup>1</sup>	\$15 copay then 100%	70%	\$15 copay then 100%	60%	\$15 copay then 100%	50%
Office visits - Specialist <sup>4</sup>	\$30 copay then 100%	70%	\$30 copay then 100%	60%	\$30 copay then 100%	50%
Urgent Care <sup>4</sup>	\$15 copay then 100%	70%	\$15 copay then 100%	60%	\$15 copay then 100%	50%
Routine Physical exam <sup>4</sup>	\$15 copay then 100%	not covered	\$15 copay then 100%	not covered	\$15 copay then 100%	not covered
Routine Testing (5 standard) <sup>1</sup>	100%	not covered	100%	not covered	100%	not covered
Well child care (birth to age 18) <sup>4</sup>	\$15 copay then 100%	70%	\$15 copay then 100%	60%	\$15 copay then 100%	50%
Immunizations	100%	70%	100%	60%	100%	50%
Routine Mammogram <sup>2</sup>	100%	70% no deductible	100%	60% no deductible	100%	50% no deductible
Routine Pap test <sup>2</sup>	\$15 copay then 100%	70% no deductible	\$15 copay then 100%	60% no deductible	\$15 copay then 100%	50% no deductible
Routine PSA <sup>2</sup>	100%	70% no deductible	100%	60% no deductible	100%	50% no deductible
Routine Hearing Exam	\$15 copay then 100%	70% no deductible	\$15 copay then 100%	60% no deductible	\$15 copay then 100%	50% no deductible
Prenatal and postnatal maternity care	90%	70%	80%	60%	70%	50%
Sterilization	90%	70%	80%	60%	70%	50%
Allergy test and treatment	90%	70%	80%	60%	70%	50%
Durable medical equipment	90%		80%		70%	
Emergency room services (emergency)	90%		80%		70%	
- non-emergency use of emergency room <sup>3</sup>	\$50 copay then 90%	\$50 copay then 70%	\$50 copay then 80%	\$50 copay then 60%	\$50 copay then 70%	\$50 copay then 50%
Ambulance	90%		80%		70%	
Biologically Based Mental Illness Services	\$15 copay then 100%		\$15 copay then 100%		\$15 copay then 100%	
Substance/Chemical Abuse	90%	70%	80%	60%	70%	50%
Inpatient	90%	70%	80%	60%	70%	50%
Outpatient benefit	90%	70%	80%	60%	70%	50%
Skilled nursing facilities	90%, 120 days per calendar year		80%, 120 days per calendar year		70%, 120 days per calendar year	
Home healthcare	90%, 120 days per calendar year		80%, 120 days per calendar year		70%, 120 days per calendar year	
Private Duty Nursing	90%		80%		70%	
Hospice	90%		80%		70%	
Organ transplants	90%	70%	80%	60%	70%	50%
Prescription Drug (CVS Caremark)	10% coinsurance generic, 20% coinsurance brand, 40% coinsurance for brand if generic is available; \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.		10% coinsurance generic, 20% coinsurance brand, 40% coinsurance for brand if generic is available; \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.		10% coinsurance generic, 20% coinsurance brand, 40% coinsurance for brand if generic is available; \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.	

1) EKG, chest x-ray, complete blood count, SMA 12, urinalysis.

2) Once per calendar year for covered persons within eligible groups

3) No coverage for facility charges during non-emergency use of emergency room; benefits cover professional component only.

4) Office visit co-pays apply to cost of the office visit only.

5) All plans are grandfathered.



This is a summary. If there is a difference between this summary and the plan documents, benefits will be paid in accordance with the plan documents.

# Schedule A

## KENT STATE UNIVERSITY Employee Contribution Rates Calendar Year 2016 Semi- Monthly Bi- Weekly

12 - Month (24 Pays Annually)	MEDICAL MUTUAL						ANTHEM			
	90 / 70 PPO		80 / 60 PPO		70 / 50 PPO		90 / 70 PPO		80 / 60 PPO	
Salary Range	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family
0.00 - 22,000.00	\$26.66	\$70.64	\$19.85	\$52.59	\$13.57	\$35.95	\$26.13	\$68.53	\$19.65	\$51.54
22,000.01 - 26,500.00	\$31.67	\$83.93	\$24.68	\$65.41	\$18.26	\$48.39	\$31.04	\$81.42	\$24.44	\$64.10
26,500.01 - 31,000.00	\$36.69	\$97.22	\$29.52	\$78.23	\$22.96	\$60.84	\$35.96	\$94.31	\$29.23	\$76.67
31,000.01 - 37,000.00	\$41.70	\$110.51	\$34.36	\$91.04	\$27.66	\$73.28	\$40.87	\$107.20	\$34.02	\$89.23
37,000.01 - 44,000.00	\$46.72	\$123.80	\$39.20	\$103.86	\$32.36	\$85.73	\$45.79	\$120.09	\$38.81	\$101.80
44,000.01 - 52,000.00	\$51.73	\$137.09	\$44.04	\$116.68	\$37.05	\$98.17	\$50.71	\$132.98	\$43.61	\$114.36
52,000.01 - 63,500.00	\$56.29	\$149.19	\$48.44	\$128.35	\$41.33	\$109.50	\$55.18	\$144.72	\$47.97	\$125.80
63,500.01 - 78,500.00	\$60.86	\$161.29	\$52.84	\$140.02	\$45.60	\$120.83	\$59.65	\$156.45	\$52.33	\$137.23
78,500.01 - 100,000.00	\$65.42	\$173.38	\$57.25	\$151.69	\$49.88	\$132.16	\$64.13	\$168.19	\$56.69	\$148.67
100,000.01 - 150,000.00	\$69.99	\$185.48	\$61.65	\$163.36	\$54.15	\$143.49	\$68.60	\$179.92	\$61.05	\$160.11
150,000.01 - 200,000.00	\$74.55	\$197.57	\$66.05	\$175.03	\$58.43	\$154.81	\$73.07	\$191.65	\$65.41	\$171.54
200,000.01 +	\$79.12	\$209.67	\$70.46	\$186.69	\$62.70	\$166.14	\$77.55	\$203.39	\$69.77	\$182.98

10 - Month (20 Pays Annually)	MEDICAL MUTUAL						ANTHEM			
	90 / 70 PPO		80 / 60 PPO		70 / 50 PPO		90 / 70 PPO		80 / 60 PPO	
Salary Range	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family
0.00 - 22,000.00	\$31.99	\$84.77	\$23.81	\$63.10	\$16.28	\$43.14	\$31.35	\$82.23	\$23.58	\$61.85
22,000.01 - 26,500.00	\$38.01	\$100.72	\$29.62	\$78.49	\$21.92	\$58.07	\$37.25	\$97.70	\$29.33	\$76.92
26,500.01 - 31,000.00	\$44.02	\$116.67	\$35.43	\$93.87	\$27.55	\$73.01	\$43.15	\$113.17	\$35.08	\$92.00
31,000.01 - 37,000.00	\$50.04	\$132.61	\$41.23	\$109.25	\$33.19	\$87.94	\$49.05	\$128.64	\$40.83	\$107.08
37,000.01 - 44,000.00	\$56.06	\$148.56	\$47.04	\$124.64	\$38.83	\$102.87	\$54.95	\$144.11	\$46.58	\$122.16
44,000.01 - 52,000.00	\$62.08	\$164.51	\$52.84	\$140.02	\$44.46	\$117.81	\$60.85	\$159.58	\$52.33	\$137.23
52,000.01 - 63,500.00	\$67.55	\$179.03	\$58.13	\$154.02	\$49.59	\$131.40	\$66.21	\$173.66	\$57.56	\$150.96
63,500.01 - 78,500.00	\$73.03	\$193.54	\$63.41	\$168.03	\$54.72	\$145.00	\$71.58	\$187.74	\$62.79	\$164.68
78,500.01 - 100,000.00	\$78.51	\$208.06	\$68.70	\$182.03	\$59.85	\$158.59	\$76.95	\$201.82	\$68.02	\$178.41
100,000.01 - 150,000.00	\$83.99	\$222.57	\$73.98	\$196.03	\$64.98	\$172.18	\$82.32	\$215.90	\$73.26	\$192.13
150,000.01 - 200,000.00	\$89.46	\$237.09	\$79.26	\$210.03	\$70.11	\$185.78	\$87.69	\$229.98	\$78.49	\$205.85
200,000.01 +	\$94.94	\$251.60	\$84.55	\$224.03	\$75.25	\$199.37	\$93.06	\$244.07	\$83.72	\$219.58

9 - Month (18 Pays Annually)	MEDICAL MUTUAL						ANTHEM			
	90 / 70 PPO		80 / 60 PPO		70 / 50 PPO		90 / 70 PPO		80 / 60 PPO	
Salary Range	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family
0.00 - 22,000.00	\$35.54	\$94.19	\$26.46	\$70.11	\$18.09	\$47.93	\$34.84	\$91.37	\$26.20	\$68.72
22,000.01 - 26,500.00	\$42.23	\$111.91	\$32.91	\$87.21	\$24.35	\$64.52	\$41.39	\$108.56	\$32.59	\$85.47
26,500.01 - 31,000.00	\$48.91	\$129.63	\$39.36	\$104.30	\$30.61	\$81.12	\$47.95	\$125.75	\$38.98	\$102.22
31,000.01 - 37,000.00	\$55.60	\$147.35	\$45.81	\$121.39	\$36.88	\$97.71	\$54.50	\$142.93	\$45.36	\$118.98
37,000.01 - 44,000.00	\$62.29	\$165.07	\$52.26	\$138.49	\$43.14	\$114.30	\$61.05	\$160.12	\$51.75	\$135.73
44,000.01 - 52,000.00	\$68.97	\$182.79	\$58.71	\$155.58	\$49.40	\$130.90	\$67.61	\$177.31	\$58.14	\$152.48
52,000.01 - 63,500.00	\$75.06	\$198.92	\$64.59	\$171.14	\$55.10	\$146.00	\$73.57	\$192.96	\$63.95	\$167.73
63,500.01 - 78,500.00	\$81.15	\$215.05	\$70.46	\$186.69	\$60.80	\$161.11	\$79.54	\$208.60	\$69.77	\$182.98
78,500.01 - 100,000.00	\$87.23	\$231.18	\$76.33	\$202.25	\$66.50	\$176.21	\$85.50	\$224.25	\$75.58	\$198.23
100,000.01 - 150,000.00	\$93.32	\$247.30	\$82.20	\$217.81	\$72.21	\$191.31	\$91.47	\$239.89	\$81.40	\$213.48
150,000.01 - 200,000.00	\$99.40	\$263.43	\$88.07	\$233.37	\$77.91	\$206.42	\$97.43	\$255.54	\$87.21	\$228.72
200,000.01 +	\$105.49	\$279.56	\$93.94	\$248.93	\$83.61	\$221.52	\$103.40	\$271.18	\$93.02	\$243.97

DENTAL PLAN OPTION	12- Month & Bi-weekly			10-Month			9-Month		
	Single	EE + 1	Family	Single	EE + 1	Family	Single	EE + 1	Family
Delta Dental PPO High Option	\$4.04	\$7.93	\$13.78	\$4.85	\$9.52	\$16.54	\$5.39	\$10.58	\$18.38
AAUP Tenure Track High Option*	\$4.24	\$8.19	\$14.10	\$5.08	\$9.83	\$16.93	\$5.65	\$10.92	\$18.81
Delta Dental PPO Basic Option	\$2.98	\$5.89	\$10.72	\$3.58	\$7.06	\$12.87	\$3.97	\$7.85	\$14.30
Delta Dental PPL Low Option	\$2.33	\$4.55	\$8.16	\$2.79	\$5.46	\$9.80	\$3.11	\$6.07	\$10.88

Effective Date 01/01/2016



## Attachment B

<b>Qualified High Deductible Health Plan/Health Savings Account<sup>1</sup></b> Replaces 70/50 Plan <sup>2</sup> Effective 1/1/2017 <sup>3</sup>		
Benefits	High Deductible Health Plan <sup>3</sup>	
	Network	Non-Network
Annual Deductible Single/Family <sup>1</sup>	<b>\$2,600 / \$5,200</b>	<b>\$3,100 / \$6,200</b>
Coinsurance	<b>100%</b>	<b>60%</b>
Coinsurance Maximum Single/Family	<b>\$0</b>	<b>\$4,500 / \$9,000</b>
Medical Maximum Out of Pocket Single/Family	<b>\$2,600 / \$5,200</b>	<b>\$7,600 / \$15,200</b>
<b>Combined Medical Maximum Out of Pocket Single/Family</b>	<b>\$6,550/\$13,100</b>	<b>unlimited</b>
PCP Office Visit	<b>100% after deductible</b>	<b>60% after deductible</b>
Specialist Office Visit	<b>100% after deductible</b>	<b>60% after deductible</b>
Routine Physical Exams	<b>100%</b>	<b>60% after deductible</b>
Well Child Care Services	<b>100%</b>	<b>60% after deductible</b>
Prescription Drugs	<b>100% after deductible</b>	<b>60% after deductible</b>

<sup>1</sup>Health Savings Account to be annually funded at \$1,000 for single, \$2,000 family.

<sup>2</sup>This is a high-level comparison only. For additional plan provisions and details refer to benefit plan documents.

<sup>3</sup>Combined medical and prescription out-of-pocket maximums are based on 2016 limits and are subject to change annually. Applies only to non-grandfathered plans.

**Attachment C**  
**Summary of Dental Plan Benefits**  
**Kent State University**  
**AAUP Tenured/Tenure-Track Faculty**  
**High Plan**

	<b>PPO Dentist</b>	<b>Premier Dentist</b>	<b>Nonparticipating Dentist</b>
	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> – exams, cleanings, fluoride, and space maintainers	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Sealants</b> – to prevent decay of permanent teeth	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Brush Biopsy</b> – to detect oral cancer	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Radiographs</b> – X-rays	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Basic Services</b>			
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	<b>90%</b>	<b>80%</b>	<b>80%</b>
<b>Minor Restorative Services</b> – fillings	<b>90%</b>	<b>80%</b>	<b>80%</b>
<b>Endodontic Services</b> – root canals	<b>90%</b>	<b>80%</b>	<b>80%</b>
<b>Periodontic Services</b> – to treat gum disease	<b>90%</b>	<b>80%</b>	<b>80%</b>
<b>Oral Surgery Services</b> – extractions and dental surgery	<b>90%</b>	<b>80%</b>	<b>80%</b>
<b>Major Restorative Services</b> – crowns	<b>90%</b>	<b>80%</b>	<b>80%</b>
<b>Other Basic Services</b> – misc. services	<b>90%</b>	<b>80%</b>	<b>80%</b>
<b>Major Services</b>			
<b>Crown Repair</b> – to individual crowns	<b>60%</b>	<b>50%</b>	<b>50%</b>
<b>Occlusal Guards/Adjustments</b> – bite guards and occlusal adjustments	<b>60%</b>	<b>50%</b>	<b>50%</b>
<b>Relines and Repairs</b> – to bridges, implants, and dentures	<b>60%</b>	<b>50%</b>	<b>50%</b>
<b>Prosthodontic Services</b> – bridges, implants, and dentures	<b>60%</b>	<b>50%</b>	<b>50%</b>
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> – braces	<b>60%</b>	<b>60%</b>	<b>60%</b>
<b>Orthodontic Age Limit</b> -	<b>Up to age 19</b>	<b>Up to age 19</b>	<b>Up to age 19</b>

***Note** - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.*

**Summary of Dental Plan Benefits  
Kent State University  
Basic Plan**

	<b>PPO Dentist Plan Pays</b>	<b>Premier Dentist Plan Pays</b>	<b>Nonparticipating Dentist Plan Pays</b>
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> – exams, cleanings, fluoride, and space maintainers	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Brush Biopsy</b> – to detect oral cancer	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Bitewing Radiographs</b> – bitewing X-rays	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Basic Services</b>			
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	<b>75%</b>	<b>65%</b>	<b>60%</b>
<b>Sealants</b> – to prevent decay of permanent teeth	<b>75%</b>	<b>65%</b>	<b>60%</b>
<b>All Other Radiographs</b> – other X-rays	<b>75%</b>	<b>70%</b>	<b>50%</b>
<b>Minor Restorative Services</b> – fillings	<b>75%</b>	<b>70%</b>	<b>50%</b>
<b>Endodontic Services</b> – root canals	<b>75%</b>	<b>70%</b>	<b>50%</b>
<b>Periodontic Services</b> – to treat gum disease	<b>75%</b>	<b>70%</b>	<b>50%</b>
<b>Oral Surgery Services</b> – extractions and dental surgery	<b>75%</b>	<b>70%</b>	<b>50%</b>
<b>Major Restorative Services</b> – crowns	<b>75%</b>	<b>70%</b>	<b>50%</b>
<b>Other Basic Services</b> – misc. services	<b>75%</b>	<b>70%</b>	<b>50%</b>
<b>Major Services</b>			
<b>Crown Repair</b> – to individual crowns	<b>50%</b>	<b>50%</b>	<b>40%</b>
<b>Occlusal Guards/Adjustments</b> – bite guards and occlusal adjustments	<b>50%</b>	<b>50%</b>	<b>40%</b>
<b>Relines and Repairs</b> – to bridges, implants, and dentures	<b>50%</b>	<b>50%</b>	<b>40%</b>
<b>Prosthodontic Services</b> – bridges, implants, and dentures	<b>50%</b>	<b>50%</b>	<b>40%</b>
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> – braces	<b>50%</b>	<b>50%</b>	<b>0%</b>
<b>Orthodontic Age Limit</b> -	<b>No Age Limit</b>	<b>Up to age 19</b>	

**Note** – This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

**Summary of Dental Plan Benefits  
Kent State University  
Low Plan**

	<b>PPO Dentist Plan Pays</b>	<b>Premier Dentist Plan Pays</b>	<b>Nonparticipating Dentist Plan Pays</b>
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> – exams, cleanings, fluoride, and space maintainers	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Brush Biopsy</b> – to detect oral cancer	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Bitewing Radiographs</b> – bitewing X-rays	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	<b>60%</b>	<b>50%</b>	<b>50%</b>
<b>Basic Services</b>			
<b>All Other Radiographs</b> – other X-rays	<b>60%</b>	<b>50%</b>	<b>40%</b>
<b>Minor Restorative Services</b> – fillings and crown repair	<b>60%</b>	<b>50%</b>	<b>40%</b>
<b>Endodontic Services</b> – root canals	<b>60%</b>	<b>50%</b>	<b>40%</b>
<b>Non-Surgical Periodontic Services</b> – non-surgical services to treat gum disease	<b>60%</b>	<b>50%</b>	<b>40%</b>
<b>Simple Extractions</b> – non-surgical removal of teeth	<b>60%</b>	<b>50%</b>	<b>40%</b>
<b>Major Restorative Services</b> – crowns	<b>60%</b>	<b>50%</b>	<b>40%</b>
<b>Other Basic Services</b> – misc. services	<b>60%</b>	<b>50%</b>	<b>40%</b>
<b>Relines and repairs</b> – to bridges, implants, and dentures	<b>60%</b>	<b>50%</b>	<b>40%</b>

**Note** - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

## Attachment D

### Summary of Vision Benefits Kent State University

<b>Vision Care Services</b>	<b>In-Network Member Cost</b>	<b>Out-of-Network Reimbursement</b>
<b>Exam With Dilation as Necessary</b>	\$0 Co-pay	Up to \$90
<b>Frames, Lens &amp; Options Package</b>	\$0 Co-pay; \$240 allowance; 20% off balance over \$240	Up to \$240
<b>Contact Lenses</b>		
Conventional	\$0 Co-pay; \$190 allowance; 15% off retail price over \$190	Up to \$190
Disposable	\$0 Co-pay; \$190 allowance; plus balance over \$190	Up to \$190
Medically Necessary	\$0 Co-pay; Paid-In-Full	Up to \$190
<b>Laser Vision Correction</b>		
Lasik or PRK from U.S. Laser Network	15% off the retail price or 5% off the promotional price	N/A
<b>Frequency</b>		
Examination	Once every 12 months	
Frames, Lens or Contact Lens	Once every 12 months	

**Note** - This document is only intended to provide a brief description of your benefits. Please refer to your Summary of benefits for complete descriptions of benefits, exclusions, and limitations

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by and between KENT STATE UNIVERSITY (hereinafter called the “University”) and the Tenure-Track Bargaining Unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereinafter called the “Association”).

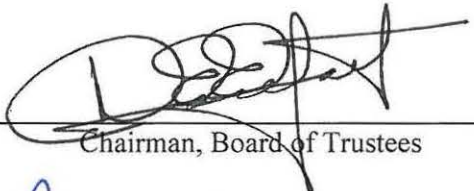
The University and the Association are parties to a Collective Bargaining Agreement, effective August 19, 2012. The parties have engaged in negotiations for a successor collective bargaining agreement. During these negotiations, the parties have identified several issues to be resolved by this Memorandum of Understanding. Consequently, upon ratification of the tentative agreement by the Association membership and its approval by the Board of Trustees of the University, the parties will also execute this Memorandum of Understanding.

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

1. Funding levels for the University Research Council, the University Teaching Council, and the Center for Teaching and Learning.
  - a. For FY 2016, 2017, 2018 the budget for the University Research Council will be at least \$500,000.
  - b. For FY 2016, 2017, 2018 the budget for the University Teaching Council will be at least \$205,000.
  - c. For FY 2016, 2017, 2018 the budget for the Center for Teaching and Learning will be at least \$495,000.
2. Resolution of Grievance G-1516-KSU-02.
  - a. On December 21, 2015, the Association filed G-1516-KSU-02 concerning its objections to the content of a Management Update that the University administration sent to its management personnel on November 16, 2015.
  - b. In order to resolve the issue raised in this Grievance, the parties reaffirm their commitment to Article XXIV, Section G of the Collective Bargaining Agreement which states, in part, the following: “Each party has the right to make periodic progress reports to the party's constituencies, though such reports shall be truthful and designed to be informative of the bargaining process.”
  - c. To date, no hearing has taken place concerning this Grievance. Moreover, given that the subject matter of the Grievance concerns events that allegedly occurred during the collective bargaining and/or mediation processes, the parties have agreed to resolve Grievance G-1516-KSU-02 as part of this Memorandum of Understanding for the purpose of bringing these negotiations to conclusion.
  - d. Therefore, upon execution of the Collective Bargaining Agreement and this Memorandum of Understanding, the Association agrees to withdraw Grievance G-1516-KSU-02, with prejudice.

IN WITNESS WHEREOF, the University and the Association have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of this 27<sup>th</sup> day of January, 2016.

KENT STATE UNIVERSITY

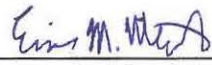
By   
Chairman, Board of Trustees

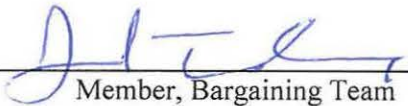
By   
President

By   
Chief Negotiator

By   
Member, Bargaining Team

By   
Member, Bargaining Team


By   
Member, Bargaining Team

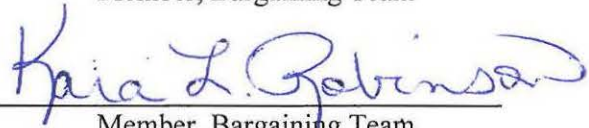
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Member, Bargaining Team

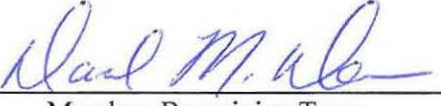
FULL-TIME TENURE TRACK  
FACULTY UNIT, AMERICAN  
ASSOCIATION OF UNIVERSITY  
PROFESSORS, KENT STATE CHAPTER

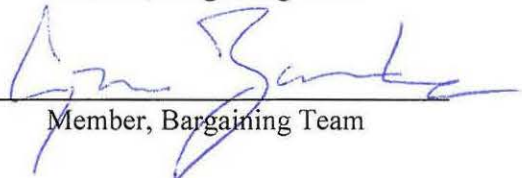
By   
Association President

By   
Chief Negotiator

By   
Member, Bargaining Team

By   
Member, Bargaining Team

By   
Member, Bargaining Team

By   
Member, Bargaining Team