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AGREEMENT

BETWEEN

CUYAHOGA COMMUNITY COLLEGE

AND

**THE AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS (AAUP),
CUYAHOGA COMMUNITY COLLEGE CHAPTER**

Effective August 16, 2016 to August 15, 2019

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ARTICLE 1
PURPOSE

Section 1.01. This Memorandum of Agreement is entered into between the Cuyahoga Community College District (hereinafter referred to as the “College”) and the American Association of University Professors, Cuyahoga Community College Chapter (hereinafter referred to as the “CCC-AAUP”).

Section 1.02. This Memorandum of Agreement is designed to provide a fair and reasonable method by which faculty members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the College and the faculty who are members of the bargaining unit.

ARTICLE 2
RECOGNITION

Section 2.01. Pursuant to the certification by the American Arbitration Association of the results of the Representation Election conducted in accordance with the Conditions and Procedures established in the Pre-election Agreement as approved by the Cuyahoga Community College District Board on September 29, 1977, the College hereby recognizes the CCC-AAUP as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members of the bargaining unit described below.

Section 2.02. The members of such bargaining unit are full-time tenure and tenure-track faculty members, including instructional faculty, counselors and librarians.

Section 2.03. The following categories of employees are excluded from the bargaining unit:

- A. All Supervisory Employees, including all Deans and Directors. “Supervisor” means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other public employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

- B. All Confidential Employees. “Confidential Employees” means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make their membership in an employee organization incompatible with their official duties.

- C. All Management Level Employees, including all Deans and Directors except faculty coordinators who have more than fifty percent (50%) of their assignments in direct instruction of students. “Management Level Employees” means any individual who formulates policy on behalf of the public employer or who may reasonably be required on behalf of the public employer to assist in preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or has a major role in personnel administration.
- D. All faculty members who are not hired as tenure-track, i.e., including those employed as full-time lecturers.
- E. All part-time faculty members.
- F. All instructional faculty, counselors, faculty coordinators, and librarians spending fifty percent (50%) or more of their assignment in supervisory and/or administrative activities.
- G. The faculty coordinator position is a non-management position. Duties and responsibilities are advisory and under the direction of a Dean/Director.

Section 2.04. Where used in this Agreement, the term “faculty” includes all employees of the bargaining unit, except where otherwise specifically stated.

Section 2.05. Gender and Plural. Whenever the context so requires, the singular shall be construed to include the plural; and words in the plural the singular; and words whether in the masculine, feminine, or gender neutral shall be construed to include all of the aforementioned genders. By the use of either the masculine or feminine genders it is understood that use is for convenience purposes only and it not be interpreted to be discriminatory by reason of sex.

Section 2.06. Headings. It is understood and agreed that the use of headings before Articles or Sections is for convenience only and that no headings shall be used in the interpretation of either Article or Section nor affect the interpretation of any Article or Section.

ARTICLE 3 **MEMBERSHIP OBLIGATIONS**

Section 3.01. Membership in the CCC-AAUP is not compulsory. Members of the bargaining unit have the right to join or not to join the CCC-AAUP as each may decide. Neither party shall coerce or discriminate against a faculty member in this regard. However, the parties recognize that as the exclusive bargaining agent and grievance representative for all members of the bargaining unit, which includes both members

and non-members of the CCC-AAUP, the CCC-AAUP performs an important service for members of the bargaining unit and contributes toward fulfillment of the mission of the institution.

ARTICLE 4 **CHECKOFF**

Section 4.01. The College will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the CCC-AAUP from the pay of members of the bargaining unit covered by this agreement upon receipt from the CCC-AAUP of individual signed authorization cards executed by the member for that purpose and bearing his signature.

Section 4.02. The College's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization during the 15-day period commencing on June 1 and ending on June 15 of each year or upon the termination of employment or transfer to a job classification outside the bargaining unit.

Section 4.03. Agency Shop. All employees who are covered by this Agreement who are not members of the CCC-AAUP and who have been employed by the College for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the CCC-AAUP. The fair share fee shall be paid by payroll deduction as provided in this Article.

All authorized deductions will be made from the member's pay on a regular basis. The College shall deduct on a regular basis from each non-member of the recognized bargaining unit a fair share fee as determined by the CCC-AAUP, but not greater than the amount of monthly CCC-AAUP dues. All deductions shall be transmitted to the CCC-AAUP no later than the fifteenth (15th) day following the end of the month in which the deduction is made, together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt, the CCC-AAUP shall assume full responsibility for the disposition of all funds deducted. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09 (C) pertaining to political expenditures by the employee organization.

Section 4.04. The CCC-AAUP shall indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

Section 4.05. The College shall promptly furnish the CCC-AAUP with the names of all newly hired employees covered by this Agreement together with their addresses as they appear on the records of the College.

Section 4.06. Newly-hired employees in the bargaining unit will conform to job description requirements and receive all wages and benefits of this Agreement.

ARTICLE 5
STATEMENT OF BOARD RIGHTS AND RESPONSIBILITIES

Section 5.01. The Board of Trustees reserves and retains, solely and exclusively, all Board rights, powers and authority, including the right of the Board of Trustees, acting through the Administration, to determine and fulfill the mission of the College, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations, except as specifically limited by explicit provisions of this Agreement, or other mutually agreed upon documents. Such exclusive Board rights include, but are not limited to, the following:

- A. Determine location of campuses, satellites and other facilities and equipment of the College;
- B. Establish, modify and enforce reasonable policies, rules, regulations and standards for faculty performance;
- C. Determine the financial policies and procedures of the College, including the exclusive right to allocate and expend all funds of the College;
- D. Determine position qualifications, recruit and appoint faculty;
- E. Assign work to faculty members;
- F. Evaluate and determine professional competence, grant tenure, promote, supervise, discipline for just cause, discharge for just cause and demote for just cause, lay off, transfer among campuses after consulting with the faculty, assign, schedule, and reappoint faculty;
- G. Establish, define, modify and abolish job classifications;
- H. Initiate, design, develop, adopt, modify and delete degree programs, certificate and award programs, credit courses and non-credit activities and approve and authorize the courses and programs to be offered by the College;
- I. Determine program and course curriculum content, objectives, grading standards and procedures; and

- J. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE 6
CONDITIONS OF EMPLOYMENT AND PROFESSIONAL
RESPONSIBILITIES OF FULL-TIME FACULTY

Section 6.01. Each member of the instructional faculty will be responsible for teaching a standard of 30 ESU's per academic year with a minimum of 9 and a maximum of 18 ESU's per academic semester. Because of variations in enrollment patterns and course sequences, other instructional assignment arrangements shall be permissible so long as the total number of assigned equated semester units is maintained. The College administration may equalize individual faculty members' instructional assignments over a two-year period if deemed appropriate. A faculty member's ability to draw upon carryover ESU's will not supersede the administration's right to assign workload providing such assignment does not result in the faculty member having to accept part-time pay.

Section 6.02. The ESU shall be the college-wide standard unit of measurement for calculating the direct instructional assignments of teacher/faculty members based on the standard of a lecture presentation, wherein one (1) lecture hour of class meeting per week equals one (1) ESU per standard academic semester, upon which all other instructional classification variations are based. Exceptions to this standard are English 1010 and 1020, which shall be assigned 1.2 ESU's for each lecture hour of class meeting per week. In this context, fifty (50) minutes (one laboratory hour) of presentation for all non-clinical laboratory sections (as defined in the official College catalog or otherwise approved by the Board of Trustees) per week for a standard academic semester shall be equated at .85 ESU's for each lecture hour of class meeting per week. Nursing clinical hours shall be equated at 1.0 ESU for each clinical hour per week.

Section 6.03. Professional Responsibilities.

- A. The avowed purpose of the College is to ensure excellence of instruction and student development.
1. The Board of Trustees, the CCC-AAUP and the administration are all committed to these goals. Inherent elements in this commitment are the relationships between faculty workload, standards and performance, student learning and professional responsibilities of faculty. It is recognized that in application to dedicated professionals,

it is not always possible to quantify all expected performance outcomes. It is essential, however, in the context of institutional responsibility to maintain standards of accountability with regard to professional services performed. For purposes of planning the human resource needs of the College in accordance with available fiscal resources, it is important that standards of performance for institutional employees be established and that such standards are communicated to all full-time contracted faculty.

2. The purpose of this article is to set forth in concise manner basic College-wide standards related to full-time faculty workload and professional responsibilities.

B. Bargaining Unit Members (tenure-track status: probationary or tenured) shall consist of the following categories of employee:

1. Instructional faculty
2. Librarian faculty
3. Counseling faculty

NOTE: Those individuals who have a portion of their responsibilities devoted to academic area faculty coordination shall be considered bargaining unit members. The faculty coordination portion of their assignment shall be less than fifty percent (50%) of their equated semester unit (ESU) teaching load.

C. All full-time contracted faculty of the College shall carry out professional duties in the College consistent with written position descriptions (included in Appendix D) which contain stated duties and responsibilities. Work or professional performance objectives have been developed upon which evaluations of faculty will be based. Evaluations of all faculty will be made according to Article 26. Such evaluations will become a part of the faculty member's personnel file.

D. All bargaining unit members may be assigned after appropriate consultation, to one (1) or more campuses of the institution or other instructional sites subject to the program needs within the educational delivery system of the College. Such assignment may be adjusted each semester to achieve effective utilization of personnel resources. Assignments will be made during five (5) days of the standard academic week (Monday through Friday). Full-time contracted faculty may be assigned weekend or evening

or off-campus credit responsibilities as part of their regular load. Campus Presidents/College Vice Presidents or their designees shall be responsible for determining faculty assignments within the total College.

- E. The standard contract year for full-time contracted faculty consists of 180 paid days between August 1st and the following May 31st beginning with the mutually agreed upon academic calendar for Fall 2016. These days are comprised of 155 days devoted to instruction, assessment/evaluation and five (5) holidays. The remaining contract time is comprised of six (6) mandatory days, and additional Faculty Service and Development which is the nominal equivalent of fourteen (14) days as described below. Mandatory days of service for instructional faculty shall commence no sooner than 10 days after the due date for grades at the completion of the final summer term. For full-time teacher/faculty members, the standard contract year is normally subdivided as follows:
1. Instruction/evaluation 31.0 weeks 155 days;
 2. Five (5) Holidays, which include Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Martin Luther King Jr. Day;
 3. Six (6) mandatory days, as defined in section 6.10;
 4. Twenty-eight (28) Service Credits, which is the nominal equivalent of 14 days, as defined in section 6.11.
- F. The standard academic semester for full-time contracted faculty is normally sixteen (16) weeks or eighty (80) days (including instruction/evaluation/holidays).
1. Consistent with the standards established by the Ohio Board of Regents, classroom instruction/evaluation activities are normally to be completed within the eighty (80) day instructional semester.
 - a. Evaluation activities, including academic progress reports and final examinations for each instructional section, will be considered an integral part of the eighty (80) days of instruction/evaluation/holidays. All classes shall utilize an identifiable finals assessment period for an appropriate academic experience. A finals assessment week as scheduled by the College will

occur during the last week of the regular eighty (80) day semester. Exceptions may be made for part-of-term and flexibly scheduled courses. Academic progress reports must be submitted during the assigned time period of the applicable term (full, part-of-term, or flexible). Any changes in current practice regarding academic progress reports must be made in consultation with the CCC-AAUP.

- b. Instructional time lost during a scheduled standard academic semester because of official College closings resulting from unanticipated factors will be made up by the addition of instructional days to the official standard academic semester, after negotiations with the CCC-AAUP with regard to the scheduling of make-up days.

G. The standard academic week for all full-time contracted faculty consists of a minimum of thirty-seven and one-half (37.5) hours of defined responsibility. Under ordinary circumstances, these hours will be divided equally Monday through Friday. In those situations where a portion of a faculty member's responsibilities is carried out on a sixth (6th) day in the standard academic week or in a combination of day and evening assignments, appropriate adjustments in the Monday through Friday schedule will be made. The impact of the minimum thirty-seven and one-half (37.5) hour standard academic week varies for the different categories of faculty covered by this Article.

- 1. Instructional faculty members will be responsible for specified duties and responsibilities assigned within the thirty-seven and one-half (37.5) hour standard academic week. Of the thirty-seven and one-half (37.5) hours, a minimum of thirty hours of professional responsibilities will be assigned and accounted for on campus or at other College-assigned locations where scheduled instructional or student contact activities are conducted. Other professional responsibilities that need to be discharged at off-campus locations are to be accounted for beyond the aforementioned thirty-hour minimum. Specific professional duties and responsibilities are included in the position descriptions for instructional/faculty members and are determined in conjunction with the appropriate administrator.

2. Full-time contracted counselor/faculty members and librarian/faculty members will be responsible for specified duties and responsibilities assigned within the thirty-seven and one-half (37.5) hour standard academic week. These professional duties and responsibilities will be discharged and accounted for on campus or at other College-assigned locations where scheduled activities are conducted. Specific duties and responsibilities are included in the position descriptions for these roles and are determined in conjunction with the appropriate administrator. Counseling faculty schedules will follow the “Counseling Faculty Appointment Schedule Modification” agreement between CCC and the CCC-AAUP dated October 1, 2009.
3. Each full-time contracted instructional faculty is to be available in an assigned faculty office for scheduled and unscheduled student conferences as per Section 6.09 of this Article, at times posted and convenient both to students enrolled in the faculty member’s classes and to prospective students seeking information. Other professional responsibilities such as class preparation and evaluation may be discharged during the specified office hours if student conferences are not taking place. Appropriate approved adjustments will be made for instructional faculty who have off-campus instructional assignments and/or assignments at more than one (1) site.
4. Equated Semester Units (ESU’s)
 - a. Determination as to lecture, laboratory or other instructional classification of a course shall be based upon the Board-approved course description contained in the official College catalog or otherwise officially approved by the Board.
- H. Full-time contracted faculty may, as time permits, request or be requested to assume an additional assignment for extra remuneration.
- I. Members of the full-time contracted faculty may be assigned committee responsibilities, departmental responsibilities, community service responsibilities, responsibilities relating to students (activity and educational advising) and other professional responsibilities consistent with the mission and role of the institution. Such assignments shall be undertaken by the faculty as a part of

their professional assignment. These indirect workload assignments will be made on a rotating basis when feasible and will be accounted for within the established professional assignment system of the College.

1. Teacher/faculty members employed during the summer session will be responsible for carrying out related professional responsibilities based on the number of ESU's taught for which compensation is being paid on the basis of a teacher/faculty member's total full-time professional assignment during the standard academic year.
 2. The Executive Vice President for Academic and Student Affairs and the Campus Presidents/College Vice Presidents have been named approving authorities within their designated areas of responsibility and are authorized to assign related professional responsibilities as described above. Such assignments are to be in writing.
 3. Indirect workload responsibilities and accomplishments are to be reported by each bargaining unit member to the appropriate administrator on forms which have been specifically developed for this purpose and in accordance with the established schedule.
- J. Essential to the implementation of College-wide policy standards is the maintenance of flexibility at the campus department level to plan appropriately to assure proper application of differing teaching-learning strategies and other variables related to instructional program delivery. To assure maximum flexibility within the policy standards established herein, campus departmental-level instructional and program planning should take into account the following strategies:
1. Smaller classes could be merged into larger classes to increase the academic unit's student credit hour output yields.
 2. Instructional faculty may be assigned to teach additional ESU's up to eighteen (18) ESU's per semester. This strategy should not be used arbitrarily and should be implemented only after other means for achieving the unit's student credit hour standard have been used. If faculty of the College teach within the regular thirty six (36) week standard academic year (of which 32 weeks

are for instruction/evaluation/holidays), additional credit courses beyond thirty (30) ESU's, as part of the effort to achieve the Board policy standards measured in student credit hours, then such additional ESU's up to a limit of 3.00, may be carried forward to the succeeding academic semester/academic year or compensated at the applicable part-time faculty rate at the option of the teacher/faculty member. Should a teacher/faculty member teach beyond the 3.00 limit, then any additional ESU's beyond 3.00 will be compensated at the applicable part-time faculty rate, but, except under special circumstances, no bargaining unit member may accept an overage of more than 14 ESU's per academic year.

- K. Faculty will carry out workload duties in a professional manner. These include:
1. Presence at contractual activities (e.g. mandatory day activities, office hours, final examinations);
 2. Timelines of contractual activities (e.g. first day syllabi, final grading reporting, academic progress reporting, never attending reporting, early alert leave reporting, responding to student inquiries);
 3. Clear communications (e.g. syllabi, changes in class activity or faculty schedule);

Faculty who repeatedly fail to fulfill the contractual professional responsibilities listed above may be subject to College disciplinary policy.

Section 6.04. Lab-Lecture/English Composition Ratios and other Workload Provisions.

- A. All laboratory sections as defined in the official College catalog or otherwise approved by the Board of Trustees, will be equated on a .85:1 basis. Nursing clinicals shall be equated at 1.0 ESU for each clinical hour per week.
- B. English 1010 and 1020 courses will be equated on a 1.2:1 basis.
- C. The College and the AAUP will monitor and evaluate the English Composition courses in the 090 series, as defined in the official College catalog or otherwise approved by the Board of Trustees, in

order to ensure that the required workload of this series of English Composition courses remains fair, reasonable and equitable.

- D. Academic credit instruction offered at off-campus sites shall be made available to faculty to teach as part of their 30 ESU's provided the programmatic needs, as defined by the College, are met.

Section 6.05. In addition to those ESU's reassigned for non-teaching responsibilities related to professional improvement leaves, CCC-AAUP leadership, Joint Faculty Senate Council participation, faculty coordination, and the reassignment of faculty to perform administration roles, the College also agrees to provide a minimum of 200 ESU's per fiscal year for those functions determined to further enhance the instructional/instructionally-related processes of the institution, with at least 20 of these to be applied to student success, innovations and initiatives. The intent is that all 200 ESU's be awarded each year.

- A. Those areas for which ESU's may be reassigned based on need are the following:
 - 1. Activities related to program or course development;
 - 2. Activities related to faculty professional development;
 - 3. Activities related to program accreditation/re-accreditation;
 - 4. Activities related to program and planning;
 - 5. Activities related to special projects having a direct relationship to instructional or instructionally-related programs; and
 - 6. Other activities determined to be of such scope and structure as to require the assignment of ESU's for those persons directly involved in the effort, with special consideration given to student success, innovations and initiatives or projects that align with College strategic goals.
- B. A joint administration CCC-AAUP committee will be maintained for the purpose of establishing standards and setting the criteria for the types of projects and activities for the granting of faculty members' requests for 200 reassigned ESU's and reviewing the actual reassignment of ESU's to faculty members. The 200 ESU Pool Committee will coordinate with the Executive Vice President of Academic and Student Affairs before requests for submission are sent to the faculty, in order to review the College strategic goals

and focus the requests. The faculty member's Dean/Director is to be copied on all requests for such reassignments of ESU's and Dean/Director may provide comments to the 200 ESU Pool Committee as well as the faculty member. The 200 ESU Pool Committee will advertise, solicit and evaluate projects to be funded, establishing a timeline for review at least once a semester for projects proposed to be undertaken the following semester. The 200 ESU Pool Committee will also meet as needed to address time-sensitive requests for student success initiatives that may fall outside the regular deadlines. The 200 ESU Pool Committee may identify qualifying projects that do not receive funding which may be wait-listed, with the expectation that they will receive priority funding in the next funding period. Unfunded but supported requests to the 200 ESU Pool may be eligible for Service Activity and Development Credits.

The 200 ESU Pool Committee shall provide the faculty member with a concise and informative explanation regarding any rejected proposal. The 200 ESU Pool Committee shall be composed of an equal number of representatives (1) from the administration; and (2) selected by the CCC-AAUP. In the event that a dispute develops regarding the reassignment of ESU's, then the matter may be submitted to advisory, non-binding arbitration by either the CCC-AAUP or the College. Article 33 of this Agreement shall govern the method of selection and the manner of payment of the arbitrator.

Section 6.06. Faculty Class Scheduling. The College will attempt to follow the principle of departmental rotation among qualified faculty where practical and feasible and after consulting with faculty in making multi-campus assignments. In addition, the College will attempt to avoid scheduling a faculty member to teach at more than one (1) campus on a single day if such is practical and feasible. Finally, the College will attempt to avoid assigning a faculty member to an early morning class following a late evening class where practical and feasible. The College will create an annual College-wide schedule that includes modalities of delivery.

Section 6.07. Large Group Instruction. Faculty members engaged in a lecture instructional delivery strategy shall receive additional ESU credit for each state-mandated census date enrollment range as follows:

Number of Students	ESU Bases/Added
1 to 50	1.0/0.0
51 to 85	1.0/0.2
86 to 120	1.0/0.4
121 to 155	1.0/0.6
156 or more	1.0/0.80

Section 6.08. Preparations. Instructional faculty shall normally not be required to make more than three (3) different preparations per standard academic semester, nor more than five (5) per standard academic year. Exceptions to this standard may be necessary in certain subject areas and for certain instructional delivery systems. Such exceptions shall be documented by a written rationale prepared by the respective Deans, in consultation with the faculty member involved. This rationale must be approved by the appropriate Dean and, following approval, kept on file in the Dean's office. Abuses of the College's policy regarding preparations shall be grievable under Article 33 of this Agreement.

Section 6.09. Office Hours. Faculty members are to be available in an assigned faculty office for scheduled and unscheduled student conferences for a minimum of ten (10) hours per week at times convenient to both students enrolled in the faculty member's classes and to prospective students seeking information. A faculty member, with prior approval from his Dean (which shall not be unreasonably withheld), may fulfill the ten (10) hour per week requirement in four (4) days. Exceptions to this standard may be approved by the College.

Section 6.10. Mandatory Days. Faculty's attendance is required on six (6) days, subject to terms of this contract governing faculty absence. These six (6) days are: two (2) convocation days, two (2) campus days, one (1) faculty colloquium day and one (1) commencement day. Each full time faculty member must provide a full day of professional service on the mandatory contract days.

Section 6.11. Faculty Service and Development. Faculty Service and Development will not be measured as days present on campus, but will be measured in "credits," which reflect specific activities and outcomes. Credit activities can be performed at any time during the calendar year, and can occur either on or off campus. These activities will fall into broad categories which will be established by the Service Activity and Development Credits Committee.

A joint Service Activity and Development Credits Committee will be comprised of an equal number faculty and administration. An equal number of faculty members will be chosen by the AAUP and the Faculty Senate. The Committee will create a menu of service options with suggested credit values. Credits do not equate directly to time, but will reflect the relative value of that activity during that given year. Due to institutional priorities, the value of some activities may change from year to year, as determined by the Service Activity and Development Credits Committee. Dean/Directors may add activities which are not on the main "menu" either on their own initiative, or as a result of a faculty request. Faculty requests for changes in the menu must be approved in writing by a Dean/Director, who will communicate with the Service Activity and Development Credits Committee. The Service Activity and Development Credits Committee may also add activities to the menu during the year to respond to emergent needs and opportunities. The Committee may determine a minimum number of credits

required in each category; however, in the first year of implementation, minimum credits per category will not apply.

The Service Activity and Development Credits menu guide will be made available online and in print to faculty and administration prior to the end of the Spring term and will govern the following academic year. Faculty may obtain approval from their Dean/Director to perform activities during the summer and apply those credits to the following academic year.

Each faculty member must meet with his Dean/Director within four (4) weeks of the start of the Fall term to review his planned activities. This review will align with the faculty member's Professional Development Plan. Changes to a faculty member's activity schedule may be made at any time with the approval of the Dean/Director, to take into account unforeseen circumstances, opportunities, and needs of the college.

The Administration will develop a tracking system which permits efficient submission, approval, monitoring, and modification of activity plans. Faculty will be responsible for the timely updating of activity status. This status report will include a brief summary of the outcome of each activity.

Each faculty member will be required to complete a minimum of 10 of their 28 credits prior to December 31, and must complete the full 28 credits prior to the first day of the summer term. Failure to earn 28 credits will result in a reduction in pay corresponding to ½ day (3.75 hours) for each credit short of the required 28. This reduction will occur in the first pay period of the following Fall term.

Because of the need for non-instructional faculty to maintain their traditional service to the College mission during non-instructional periods, non-instructional faculty will spend a minimum of 14 of their 28 total credits performing their regular duties.

Section 6.12. Work Week. Assignments for most full-time faculty will be made during the five (5) days of the regular academic week (Monday through Friday). The College may schedule faculty to work weekends and evenings in identified new market opportunities, provided that it meets with AAUP leadership in advance to share a rationale. These discussions shall be part of the Labor Management Committee communication. The Labor Management Committee shall consider the department size and needs as part of its deliberation on weekend scheduling. Should program needs so dictate, and following consultation with affected faculty, full-time faculty may be given responsibilities involving weekend or evening assignments as part of their regular load. For weekend work, the College will utilize a College-wide rotation system. Faculty will not be required to work weekends as part of their regular schedule during consecutive semesters. In those situations in which a portion of a faculty member's responsibility is carried out on a sixth (6th) day in the instructional week, or in a combination of day and evening assignments, an appropriate adjustment in the Monday through Friday span will be made.

Section 6.13. The College may offer courses at times other than as defined in the contract. The College shall provide a rationale for these courses to the faculty CCC-AAUP leadership in advance of the offerings. The faculty will be given first consideration for these courses. Faculty must be appropriately qualified to teach these courses. The College and faculty member will agree upon appropriate instructional load credit. If no agreement is reached, the College may exercise its right to offer these courses using non-bargaining unit faculty.

ARTICLE 7 **RETRENCHMENT: TENURED FACULTY**

Section 7.01. If, as a result of financial exigency determined in good faith by the CCC Board of Trustees, a material decrease in student enrollment, or a program reduction, consolidation or elimination, it becomes necessary to reduce the number of tenured faculty, tenured faculty may be laid off without pay.

The CCC Board of Trustees' good-faith determination of financial exigency, material decrease in student enrollment, or program reduction, consolidation or elimination requiring a layoff of tenured faculty will be subject to review under the grievance procedure and, in the event of an unresolved dispute, to final and binding arbitration.

To the extent practicable, as soon as the Administration has reason to believe that there is a serious likelihood that any of these conditions will occur, it will so notify the CCC-AAUP of the contingency and provide them with all available information. The CCC-AAUP will have a fair opportunity to evaluate the information and to develop and recommend alternative methods to deal with the problem.

Section 7.02. Layoffs will be implemented on a College-wide basis in the case of financial exigency and within the affected instructional teaching department or equivalent non-instructional unit (considered on a College-wide basis) in the case of a material decrease in enrollment or program reduction, consolidation or elimination.

Except where otherwise required by considerations of program continuity, no tenured faculty member will be laid off in the case of financial exigency until all part-time lecturers, full-time lecturers and non-tenured faculty have been laid off within the instructional teaching department or equivalent non-instructional unit where the tenured faculty is to be laid off.

Except where otherwise required by consideration of program continuity, no tenured faculty member will be laid off in the case of material decreases in student enrollment or program reduction, consolidation or elimination until all part-time lecturers, full-time lecturers and non-tenured faculty within the affected instructional teaching department or equivalent non-instructional unit (considered on a College-wide basis) have been laid off.

Section 7.03. Tenured faculty will be laid off on the basis of College-wide seniority (i.e., full-time service within the bargaining unit) subject to the requirement of possessing the necessary qualifications (1) to teach the courses to be offered, in the case of instructional faculty; or (2) to perform the available and required work, in the case of non-instructional faculty.

Tenured faculty members subject to layoff under these provisions will be given an opportunity to transfer to another instructional teaching department or equivalent non-instructional unit if they possess the necessary qualifications (1) to teach the courses to be offered for instructional faculty; or (2) to perform the available and required work for non-instructional faculty.

Section 7.04. Laid off tenured faculty members will be offered, in accordance with their seniority, reinstatement if, within a period of five (5) years from the date of layoff, an appointment becomes available in the same instructional department or equivalent non-instructional unit to which they were assigned at the time they first became subject to layoff or to which they were subsequently transferred. Laid off tenured faculty members must notify the Administration within thirty (30) days of receiving a recall notice to an available appointment that they intend to accept the offer of reinstatement. The College agrees not to offer an appointment in any instructional department or equivalent non-instructional unit until all laid off tenured faculty members fully qualified to teach therein (instructional faculty) or work therein (non-instructional faculty) have, in accordance with their seniority, been offered reinstatement.

Section 7.05. Laid off tenured faculty members shall have the right to review, through the grievance procedure, subject to final and binding arbitration, the validity of their layoff under applicable criteria and procedure.

Section 7.06. At least one (1) full academic year's notice will be given to a tenured faculty member subject to layoff hereunder, and layoff will become effective only at the end of the appropriate academic year.

ARTICLE 8
REDUCTION IN FORCE: TENURE-TRACK FACULTY

Section 8.01. If, because of operational or financial reasons, it becomes necessary to reduce the number of tenure-track faculty at the college, the necessary number of such faculty can be placed on layoff status without pay, pursuant to the following procedure:

- A. Except where program continuity or limits established by Board staffing policy require otherwise, all full-time and part-time lecturers within the affected instructional department or equivalent non-instructional unit of the College shall be laid off first, before

any tenure-track faculty member in the affected department or equivalent unit is laid off.

- B. Except where program continuity or limits established by Board staffing policy require otherwise, tenure-track faculty will be laid off in inverse order of seniority (i.e., full-time service) in the affected instructional department or equivalent non-instructional unit considered on a College-wide basis.
- C. In the event that a tenure-track appointment becomes available in the same instructional department or equivalent non-instructional unit of the College in which one (1) or more tenure-track faculty have been laid off, then, after all previously laid off tenured faculty eligible for appointment to such department or unit have been offered and refused such appointment, tenure-track faculty members shall be offered such position in accordance with their relative departmental or unit seniority determined pursuant to paragraph (B.) above, for a period of two (2) years from their respective dates of layoff. Laid off tenure-track faculty members must notify the Administration within thirty (30) days of receiving a recall notice to an available appointment that they intend to accept the offer of reinstatement.
- D. A tenure-track faculty member who disputes the validity of his layoff has the right to review, through the grievance procedure, whether the criteria and procedure set forth in this Article have been properly followed and applied in his case.
- E. Tenure-track faculty subject to layoff hereunder, will receive notice of such layoff in accordance with the following schedule:
 - 1. By April 1 of the academic year, at the conclusion of which it is proposed to lay off the faculty member, if the faculty member is in his first (1st) or second (2nd) year of full-time service at the College;
 - 2. By December 15 of the academic year, at the conclusion of which it is proposed to lay off the faculty member, if the faculty member is in his third (3rd) year of full-time service with the College;
 - 3. One (1) full academic year's notice will be given to tenure-track faculty members who are in their fourth (4th) or subsequent year of full-time service with the College.
- F. Layoff of tenure-track faculty will become effective only at the end of the appropriate academic year.

ARTICLE 9
PERSONAL LEAVE

Section 9.01. All members of the bargaining unit may apply for personal leave with full pay up to a maximum of forty-five (45) hours during the academic year. Request for personal leave must be made with as much advance notification as is practical.

Section 9.02. Personal leave shall be granted only for such matters as religious holidays, deaths of immediate family members, illness of immediate family members if the family member is confined to a hospital, or bona fide personal emergencies. Immediate family members shall include spouse, partner, child, parent, sister, brother, mother-in-law, father-in-law, grandparent or any other relative residing with the member. A member will not need to state the particular reason for seeking personal leave but will be required to certify that he or she is taking personal leave for one of the designated approved reasons.

ARTICLE 10
SICK LEAVE

Section 10.01. All members of the bargaining unit will be entitled to one-hundred twelve and a half (112.5) hours of sick leave each academic year. Sick leave may be used by members who find it necessary to be absent for reasons of personal illness, personal injury, personal disability, maternity, as well as for medical, dental or optical examination or treatment, and absence for reasons of exposure to a communicable disease. In addition, sick leave may be utilized by members who find it necessary to be absent as a result of an illness of a spouse, parent, or child that resides with the faculty member. In order to qualify for sick leave compensation, a member must give notice of an impending absence at the earliest opportunity and submit a bi-weekly automated absence report. (The College is to provide ADA accommodations as needed). In addition, a faculty member who is absent from his assigned professional responsibilities due to illness for a period of five consecutive days or more must provide a physician's statement to continue any further sick leave as soon as possible after the fifth day of absence. Upon return to employment, a faculty member must provide a certifiable physician's statement indicating that he is capable of resuming his full-time responsibilities as a faculty member. All physicians' statements will be on standard forms provided by the College.

Section 10.02. This sick leave shall be accumulated commencing with the effective date of employment and may be accumulated from academic year to academic year up to a maximum of one hundred eighty (180) days. A member of the bargaining unit who has ten (10) or more years of service with the College will, upon retirement, be paid for one quarter (1/4) of his unused sick leave days up to a maximum of forty-five (45) days. This payment shall be at the full-time rate the member was receiving during his final year of employment.

Faculty members who at the beginning of any academic year have accumulated the maximum of one hundred eighty (180) sick days will be entitled to draw upon the annual maximum allotment of one-hundred twelve and a half (112.5) hours of sick time without reducing the accumulated total of one hundred eighty (180) sick days. However, under no circumstances may a faculty member take more than a maximum of one hundred eighty (180) sick days or convert more than the maximum of one-fourth (1/4) of one hundred eighty (180) sick days upon retirement.

Section 10.03. Faculty members who find it necessary to be absent during the summer session for any of the reasons specified in Section 10.01 of this Article may utilize up to twenty-two and a half (22.5) hours of accrued sick leave. Sick leave shall be applied against all scheduled hours on campus.

Section 10.04. Full salary and benefits shall continue to be paid to a member on sick leave until that member's current and accrued sick leave days are exhausted.

Section 10.05. The College shall furnish each member with official notification of the number of sick leave days the member has accumulated.

Section 10.06. In the event of the death of a bargaining unit member, the member's unused sick leave shall be paid to his estate. This payment shall be at the same rate and calculated in the same manner as that paid to a retiree in Section 10.01(A) or 10.02.

ARTICLE 11 **PROFESSIONAL IMPROVEMENT LEAVE**

- A. Professional Improvement Leaves will be made available to members of the bargaining unit to promote instructional excellence and professional development. Such leaves may be made available by the College's Board of Trustees each academic year for the purpose of additional education, research, or other such activities deemed of value to the educational mission of the College. At the discretion of the College, any or all of the professional improvement leaves may be designated to be used by individuals to prepare themselves in an additional field of teaching expertise, or for any other appropriate purpose.

- B. Members of the bargaining unit who have been contracted by the College as full-time faculty members for a minimum of seven (7) academic years of teaching service are eligible to apply for a professional improvement leave. For the purposes of this policy, "academic years of teaching service" shall mean any nine-month period during which a full-time faculty member is under contract with the College.

- C. The number of professional improvement leaves granted by the College each academic year will be limited to five percent (5%) of the total number of full-time faculty members; however, the number of leaves available for each campus will be proportional to the total number of such bargaining unit members eligible for consideration for professional improvement leaves at each campus.
- D. The College will provide professional improvement leaves to a maximum of five percent (5%) of the full-time, tenure-track faculty as follows:
1. Plan A - 2 semester absence at 50% annual salary.
 2. Plan B - 1 semester absence at 75% annual salary.
 3. Plan C - 2 semester absence at 100% annual salary (available to full-time faculty members after 14 years of teaching service with the College provided any such faculty member has not taken a professional improvement leave in the previous 14 years. Plan C shall be limited to eligible faculty up to 50% of the 5% maximum set forth in this article.

ARTICLE 12
MILITARY LEAVE OF ABSENCE

Section 12.01. Members of the bargaining unit who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve components of the United States Armed Forces are entitled to a paid leave of absence from their duties at the College for such time, not to exceed thirty-one (31) days in any one (1) calendar year, that they are required to be in military service (on field training or active duty). Such employees must notify the appropriate College administrator as soon as they are advised of when their military obligation shall commence.

ARTICLE 13
JURY DUTY

Section 13.01. The College recognizes the civic duty of faculty members to respond for service when called for jury duty. A faculty member called for jury duty shall be granted a leave of absence with pay for the duration of his jury duty service.

ARTICLE 14
LEAVES OF ABSENCE WITHOUT PAY

Section 14.01. A faculty member may, upon written request, be granted a leave of absence without pay for up to, but no more than, one (1) academic year for professional or personal reasons with the approval of the Vice President for Human Resources or his designee. Requests for such leaves, specifically stating the reasons, must be submitted in writing at least one (1) semester before the leave is requested to begin, unless impossible because of a bona fide personal emergency.

Except for unusual circumstances, leaves of absence without pay will not be granted to individuals prior to their completion of three (3) consecutive years of full-time tenure-track service to the College.

Section 14.02. A faculty member on leave of absence without pay must notify the Vice President for Human Resources or his designee in writing at least three (3) months prior to the expiration of the leave, or by March 1st if the expected date of return is the next academic year, whether or not he intends to return to the College upon the expiration of the unpaid leave of absence.

Section 14.03. Insurance benefits may be continued during a leave of absence without pay at the faculty member's expense.

Section 14.04. A faculty member on an approved leave of absence will return at his former rank, step, and grade.

ARTICLE 15
PROFESSIONAL DEVELOPMENT AND TRAVEL

Section 15.01. The Administration will provide funds for travel to professional meetings and other appropriate activities in the amount of two-thousand, five-hundred fifty dollars (\$2,550.00) for each faculty member. Such funds may be utilized by faculty members to defer the cost of courses for professional development related to the faculty member's particular discipline and for other faculty professional development purposes. For faculty members hired in the second or third year of this Agreement, the Administration will provide two-thirds or one-third of the \$2,550.00, as applicable. Notwithstanding the foregoing, the College shall be required to provide no more than one-third of the total amount on an aggregate bargaining unit-wide basis during the first year of this Agreement, no more than one-third of the total amount on an aggregate bargaining unit-wide basis during the second year of the Agreement, and the unspent remainder, without cap of the aggregate amount on a bargaining unit-wide basis, during the third year of the Agreement. Professional development and travel funding shall be provided on a first come, first serve basis, up to the overall bargaining unit cap in the first two years of the contract (and consistent with the unused amount allotted to each faculty member's account). Such funds may be utilized by faculty

members to defer the cost of courses for professional development related to the faculty member's particular discipline.

Section 15.02. Unused funds will revert to the College at the end of the three (3) year contract period, to be used at the College's discretion. The College will designate a facilitator(s) at each campus to provide assistance with reimbursements.

Section 15.03. Faculty members who have received funds from the College to attend professional meetings shall report to their colleagues on the substance of the meetings. A written summary shall be filed with the appropriate Dean/Director and, where appropriate, shall be shared with the College community.

ARTICLE 16 **COMPENSATION**

2016-2017, 2017-2018, and 2018-2019 ACADEMIC YEAR SALARIES

Section 16.01. The salary schedules shall reflect the following increases for the applicable year of the Agreement: 2016-17, 1%; 2017-18, 1%; and 2018-19, 2%.

Section 16.02. For academic years 2016-17, 2017-18 and 2018-19, each faculty member will be compensated according to the salary schedule adopted for that year attached hereto as Appendices A, B and C respectively at the next highest ½ salary step, or next highest full step in those instances where there is no ½ salary step between two (2) full steps.

Section 16.03. Each faculty member who has completed three (3) academic years at step 13.5 or 14 of the faculty salary schedule will receive a salary increment in the amount of \$1,000. Each faculty member who has completed five (5) years at step 13.5 or 14 will receive a salary increment in the amount of \$1,500. Each faculty member who has completed seven (7) years at step 13.5 or 14 will receive a salary increment in the amount of \$2,000. Each salary increment will be granted to the faculty member upon the tender and acceptance of his contract for the subsequent academic year.

Section 16.04. A joint administration / faculty committee will review each candidate's credentials and recommend who qualifies for a salary adjustment based upon additional education. To assist the Committee in its work, a Doctoral Criteria report (March 12, 2007), as revised by Side Letter 16, established guidelines, procedures, and criteria concerning the use of graduate education for salary advancement. The report and results of the Committee's deliberations are maintained by the Office of Academic and Student Affairs.

ARTICLE 17
LIFE AND ACCIDENTAL DEATH
AND DISMEMBERMENT INSURANCE

Section 17.01. The College will provide life insurance benefits to members of the bargaining unit equal to 2-1/2 times their basic salary, rounded to the next lower \$500, up to a maximum of \$175,000, subject to the terms and conditions set forth in the insurance policy issued by the College's carrier.

Section 17.02. The College will provide accidental death and dismemberment insurance benefits to members of the bargaining unit equal to 2-1/2 times their basic salary, rounded to the next lower \$500, to a maximum of \$175,000 and accidental dismemberment insurance benefits subject to the terms and conditions set forth in the insurance policy issued by the College's carrier.

ARTICLE 18
HEALTH CARE

Section 18.01. The College shall continue to provide an election of competitive medical plans that allows full-time employees flexibility in the type and level of benefits, consistent with those in effect as of January 1, 2007. Bargaining unit members may also participate in an optional Dental Plan, the Medical Waiver option, and the optional FSA Account.

Section 18.02. Effective August 16, 2016, through August 15, 2019, the College will pay 80% of the College's total healthcare premium costs.

Section 18.03. Employees shall be ineligible to enroll in the Medical Mutual Professional Plan unless enrolled in prior to January 1, 2017.

Section 18.04. Effective January 1, 2018 when the Affordable Care Act (ACA) forty percent (40%) excise tax takes effect, any employee still in the Medical Mutual Professional Plan will have the excise tax built into the premium. When calculating College and employee contributions, the College eighty percent (80%) cost sharing will be determined excluding the forty percent (40%) excise tax. The employee will pay twenty percent (20%) of the cost of the premium, excluding the forty percent (40%) excise tax, in addition to the forty percent (40%) excise tax amount.

Section 18.05. College-wide Health Care Committee. The College-wide Health Care Committee shall have an equal number of representatives from the administration, the various collective bargaining units, and non-bargaining unit support staff. Each constituent group has two (2) representatives. The Committee will explore alternative health care cost containment possibilities.

Section 18.06. Effective January 1, 2016, the College will maintain a level of benefits equivalent to those as set forth in Appendix J, unless the parties mutually agree otherwise.

Section 18.07. The College will provide benefits for eligible children to the age specified by Federal or State law for the College's medical program. The College will provide dental benefits for children up to the age of 26 years old.

Section 18.08. The College may conduct eligibility audits no more than once per calendar year.

ARTICLE 19 **DISABILITY INSURANCE**

Section 19.01. Short Term Disability. After all current and accumulated sick leave has expired, or after sixty (60) calendar days, whichever is greater, the College will provide a disabled member 70% of his basic salary up to a maximum of \$3,000 per month, subject to the terms and conditions set forth in the Short Term Disability Summary Plan Description effective January 1, 2007.

Section 19.02. Long Term Disability State Teachers Retirement System (STRS) Participants. Following the cessation of any short term disability period, the College will provide to employees who participate in the State Teachers Retirement System long term disability benefits in accordance with the Group Long Term Disability Certificate of Coverage in effect as of January 1, 2009.

Section 19.03. Long Term Disability Alternate Retirement Plan (ARP) Participants. Employees who elect to participate in the Alternative Retirement Plan (ARP) may choose to participate in a College sponsored group long term disability insurance plan at their own expense.

Section 19.04. Employee Status After Exhaustion of Short Term Disability. An employee who has exhausted the employee's short-term disability benefit shall be on inactive status. He shall be eligible for COBRA, but shall no longer be eligible for employer-sponsored benefits, other than Long Term Disability as set forth above. This section shall not affect the benefits to which the employee is entitled under STRS as of the date the employee is in an inactive status.

ARTICLE 20 **HEALTH AND WELLNESS**

Section 20.01. The College may offer incentives to eligible bargaining unit participants who voluntarily participate in college-wide health and wellness programming. Such participants could receive incentives including but not limited to a discount in health care premium costs.

ARTICLE 21
SUMMER SCHOOL

Section 21.01. Faculty members (including both instructional and non-instructional faculty) shall be offered summer school assignments under the following provisions: A minimum of 60% of base Summer School IFTE requirements will be filled by regular full-time faculty compensated on a pro-rata basis. Compensation for summer sessions will be based upon 30 ESU's. Both instructional and non-instructional faculty requirements will be based upon the previous summer for the purpose of determining the 60% minimum utilization of full-time faculty.

The College and the CCC-AAUP will create a joint committee to review and recommend guidelines relative to summer session staffing.

Section 21.02. Faculty Workload Assignments for Summer.

- A. Summer session staffing will be governed by all appropriate Board policies and the following procedure.
- B. This section pertains to the assignment of instructional faculty.
 - 1. Because the principles pertaining to the selection of faculty members for summer session assignments as contained in the policy on full-time faculty workload and professional responsibilities are intended to emphasize that the faculty is an all-College faculty, and within the limits established in paragraph (F) of this procedure, any full-time faculty member of the College qualified under paragraph (H) who submits a timely, written request for a summer session teaching assignment, shall be given at least one (1) class assignment, if one is available at sufficient enrollment, before any other full-time faculty member is given a second (2nd) teaching assignment. Using the same principle, and within the limits established in paragraph (F) of this procedure, any full-time teaching faculty member who requests two (2) summer teaching assignments shall be given the second assignment, if a second assignment is available, before any other full-time faculty member is given a third teaching assignment. For purposes of this procedure, a "class assignment" is a section with a unique section number.
 - 2. Summer assignments will be made College-wide under the direction of the Dean of the campus with communication and agreement of the Dean responsible for planning and budgeting in the academic area.

3. Class assignments will be initially made to full-time faculty up to the maximum ESU load (see paragraph F) without regard to pro-rata full-time faculty salary schedule rates. Where choices in assignments are possible, full-time faculty members shall receive first priority consideration for all classes offered.
4. In any case in which there are insufficient summer class assignments for full-time faculty, College-wide, requesting an assignment within a subject area, assignments will be made based upon a random selection from among those faculty members who have formally expressed a desire and who are qualified to teach the available class(es). In situations which require such a selection, records will be kept by appropriate personnel which will indicate for prior summer session those faculty who did not receive their assignment of choice during the random selection process. These records will be used so that such faculty will be accorded, during the current summer session assignment process, treatment which would reduce the chances of this situation occurring again.
5. Should a situation arise in which two (2) or more faculty members request the same course assignment, preference will be given to the faculty person who has requested a course on the campus which was his "home campus" during the preceding academic year, assuming this assignment was the faculty member's course of first choice. On second or subsequent choices, or in the event of two (2) faculty each requesting the same assignment on their "home campus," the random selection process described in paragraph (B) (4) will be utilized.
6. Faculty members who are chosen by appropriate administrators to prepare a particular course which requires unusual lead time for preparation will be assured of receiving the assignment for which they prepared (assuming that the class is actually offered). In order to be "guaranteed" these assignments, faculty must list such courses as their first choice. At this point, this category of courses includes only television courses. Additionally, faculty members developing new television courses will be guaranteed the opportunity to teach the new course for the first two (2) summers. After that time, any faculty member may request to teach it.

7. If necessary, adjunct faculty may be released from class assignments as late as the end of the first (1st) week of class to assure that the principles and priorities established in paragraph (B) are met.
8. After the tentative assignments of full-time faculty have been made initially, the pro rata ESU's available for payment of the assignments will be apportioned to all assigned full-time faculty. The apportionment will be determined by taking the total number of ESU's available and dividing by the number of faculty who wish to teach at pro-rata pay. The resulting number of pro-rata ESU's will be assigned to each faculty member's assigned load. Those faculty who teach at a load less than the ESU's available to them will have the pro-rata ESU's not used returned to a college-wide pool, where the number of faculty who have more ESU's than those originally available at pro-rata pay will be divided into this remaining pool of ESU's apportioned to them. After the second round of determining the number of ESU's available to each remaining faculty, that number will be assigned to those faculty. If there are any remaining ESU's, they will again go into a pool which will be divided by the number of remaining faculty members and assigned. Those ESU's taught over and above the assigned pro-rata pay ESU's will be paid on a part-time basis.
9. Summer session salaries for persons employed as full-time faculty members during the standard academic year immediately preceding their summer session professional service to the College shall be paid on the basis of a proration of that standard academic year's salary. The salary figure to be used as the basis for the proration shall include the longevity salary increments for those full-time faculty members who received the increment(s) during the immediately preceding academic year. Pro-rated salaries shall be paid only for those ESU's which do not exceed the limits established in paragraph (F) of this procedure. Summer session salaries paid for ESU's which exceed the limits established in paragraph (F) of this procedure and/or which are paid to faculty assigned to sections budgeted totally or in combination at part-time rates, shall be paid at the applicable part-time lecturer salary rate.

C. This section pertains to the assignment of non-instructional faculty (counselors and librarians).

1. The procedure for assigning non-instructional faculty is intended to emphasize that the faculty is an all-College faculty. Separate College-wide pools of summer assignments will be created for counselors and librarians. The available assignments will be divided equitably among the full-time faculty qualified in their respective areas who have submitted a timely, written request for such assignments.
2. Each full-time non-instructional faculty member who requests a summer assignment shall have one assignment unit before any other full-time non-instructional faculty member receives a second assignment unit, and each who wishes a second assignment unit shall have it before any other receives a third unit, etc. One (1) ESU for a full-time non-instructional faculty member is equal to six (6) days of summer employment at full-time pro-rata. The maximum number of full-time assignment units is seven (7) for forty-two (42) days at full-time pro-rata. This is not subject to any summer school pool calculation.

Half of the faculty member's selected pro rata days may be scheduled at the College's discretion. The other half of the faculty member's selected pro rata days may be scheduled at his discretion. Pro-rata summer days may only be taken during Summer semester, or on non-instructional days when the College is open between the day following the end of the Spring semester through the day before the start of the following Spring semester.

All assignments of pro rata, whether done at the College's discretion or the faculty member's discretion, shall be made in consultation between the Director of Counseling and the non-instructional faculty member before the decision is final. The scheduling process shall be completed no later than March 31.

3. The portion of each full-time non-instructional faculty member's summer assignment to be paid at pro-rata full-time faculty salary schedule rates will be determined on an hourly basis. The number of pro-rata hours available will be apportioned among the full-time faculty who have summer assignments. Each full-time faculty member may be paid at pro-rata rates for the number of hours up to the maximum allowed as a fair share. All

assignments for professional counselors and librarians will be included in the computation of the fair share of pro-rata pay. Non-instructional faculty members who accept instructional assignments during the summer session will be compensated at the applicable part-time lecturer salary rate.

D. In addition to responsibilities enumerated in applicable Board policies and College-wide procedure, the faculty member who accepts a summer session appointment is required to fulfill completely all teaching and related professional responsibilities.

E. Contract Dates

1. The contract for instructional faculty employed during either the early or the late five (5) week summer session will consist of a total of twenty-five contract days. There are twenty-five (25) days of class meetings.
2. The contract for instructional faculty employed during the eight-week summer session will consist of a total of forty (40) contract days. There are forty (40) days of class meetings.
3. The contract for instructional faculty employed during the ten-week summer session will consist of a total of fifty (50) contract days. There are fifty (50) days of class meetings.
4. The calendar for non-instructional faculty summer school contract assignments shall be made by March 1.

F. Full-time and Part-time ESU Workload Assignments

1. In accordance with Article 6, the maximum load per full-time instructional faculty member at pro-rata full-time faculty salary schedule rates during the summer session will be on the basis of the equity system of distribution of pro-rata assignments, not to exceed the maximums specified in (F)(2) of this rule.
2. The maximum workload for full-time faculty members in terms of full-time pro-rata ESU's is seven (7) for a part of term summer session and seven (7) full-time pro-rata ESU's for a ten-week full term summer session. In those instances where a full-time faculty member teaches

a combination of part of term and full term classes, the maximum load will be seven (7) full-time ESU's for the combined assignment. In those instances where a full-time faculty member teaches a different number of weeks (e.g., four), the maximum ESU's, number of days, and other associated responsibilities will be apportioned based upon the full term standard. In those instances where a faculty member teaches both 5 week summer terms, the maximum load will be 7.0 full time ESU's.

3. In order to maintain a certain degree of flexibility in developing class assignments for instructional faculty, a faculty member may teach an overall maximum of twelve (12) ESU's (the maximum under the equity pool system up to seven (7) full-time and five (5) part-time). The maximum may not be extended by "contributed" or "donated" services (without pay); although the College appreciates the intent of faculty members who would offer their services without pay.
4. Any assignments to a full-time faculty member, either instructional or non-instructional, will count toward the maximums stated in paragraph (F) of this rule. The total amount earned for summer assignments shall not exceed the total which would be paid for the equivalent of the ESU maximums stated in paragraph (F) of this rule.
5. Non-instructional faculty members shall be subject to the dollar equivalent of the ESU limitations specified above, based on the following translation of potential maximum ESU earnings into non-instructional days.

Six (6) non-instructional days shall be the equivalent of one (1) ESU. Therefore, a non-instructional faculty member will be limited to a maximum of eighty-four (84) days (14 FT/PT ESU's x 6 days = 84 days maximum) for all summer pro-rata assignments. Non-instructional faculty members who accept any instructional assignment shall have that assignment(s) included as part of their maximum potential earnings on the basis of one (1) ESU = six non-instructional days.

6. The system to provide an equitable distribution of assignments paid at pro-rata full-time faculty salary schedule rates does not apply to all assignments to faculty.

College policy paraphrased above specifies the limits to the dollar equivalent of ESU's which can be earned during the summer session. These earnings may be earned under two (2) distinct types of assignments. The equity system of distribution of assignments at pro-rata full-time faculty salary schedule rates applies to credit instructional assignments and assignments to serve as a professional librarian or counselor.

Other assignments, not distributed under the equity system, may be taken by a full-time faculty member beyond the assignments made under the equity system of distribution of pro-rata assignments. However, the ESU maximums stated in paragraph (F) (2) must not be exceeded, unless written authorization to do so has been obtained from the Executive Vice President or designee. Such assignments are known as "special assignments." Special assignments require the written approval of the Executive Vice President or designee in respect to both work to be accomplished and amount of compensation. They would consist of such assignments as might be funded by "Title III" for non-instructional duties, for example. They cannot be funded out of summer instructional monies identified to pay the assignments at pro-rata full-time faculty salary schedule rates under the terms of the sixty (60%) percent minimum utilization specified herein.

G. Non-instructional Assignment Pool

1. All non-instructional faculty members shall be eligible for 42 pro-rata summer school assignments. One (1) ESU of instruction will equate to six (6) days of non-instructional work.

H. Assigned Instructional Area

1. An instructional faculty member for whom a summer session teaching assignment is available will be assigned only to specific courses which the faculty member has been teaching as part of his/her assignment during the three (3) academic years immediately preceding the summer session. When deemed necessary, campus president/college vice presidents are authorized to make exceptions to this provision and report to the Office of the Executive Vice President the reasons therefore in writing, with a copy to be placed in the faculty member's personnel file.

However, a full-time faculty member who has not taught the specific course but is otherwise qualified will be given preference over a part-time lecturer.

I. Faculty Absence

1. Faculty members may take up to twenty-two and a half (22.5) hours of accrued sick leave during the Summer Session. Sick leave shall be applied against all scheduled hours on campus. Additional absences shall be without pay.
2. Upon the death of a member of a bargaining unit member's immediate family, as defined in Article 9, the bargaining unit member may use the twenty-two and a half (22.5) hours of accrued sick leave as personal days with the approval of the appropriate administrator.

J. Hours On-campus

1. Instructional and non-instructional faculty members on pro-rata pay rates are to develop and submit to the designated administrator an appropriate schedule of hours on-campus and office hours. Faculty members will be available in their assigned faculty offices for a minimum of two (2) hours per day on days during which they have scheduled classes.

A faculty member's less-than-full-time summer session assignment on pro-rata full-time pay is considered as a proportion of a full workload and the hours on-campus and the days on-campus, will be proportioned accordingly. Ideally, hours on-campus will be apportioned about equally among the days on-campus.

2. On-campus is defined in terms of the location of the faculty member's assignment and/or office. In some cases, faculty members may be assigned to a site located away from the campus on which they are based. Hours at this site are to be classified as on-campus for purposes of meeting the on-campus requirement.
3. Office hours are to be classified as on-campus hours.
4. First line administrators will keep readily available a schedule of hours on-campus and office hours by day of the

week for each faculty member on pro-rata full-time pay. The total on-campus hour requirement for instructional faculty is illustrated by the following schedule. On-campus hour requirements for fractional ESU values which are not in the following schedule will be the nearest value in the schedule.

Weekly Hours on Campus For Full-time Instructional Faculty		
10 week	8 week	5 week
7 ESU's = 21 hours	7 ESU's = 30 hours	7 ESU's = 42 hours
6 ESU's = 18 hours	6 ESU's = 22.5 hours	6 ESU's = 36 hours
5 ESU's = 15 hours	5 ESU's = 18.75 hours	5 ESU's = 30 hours
4 ESU's = 12 hours	4 ESU's = 15 hours	4 ESU's = 24 hours
3 ESU's = 9 hours	3 ESU's = 11.25 hours	3 ESU's = 18 hours
2 ESU's = 6 hours	2 ESU's = 7.5 hours	2 ESU's = 12 hours
1 ESU = 3 hours	1 ESU = 3.75 hours	1 ESU = 6 hours

ARTICLE 22
RETIREMENT

Section 22.01. All faculty members of the College come under the provision of the State Teachers Retirement System (STRS) or the Alternative Retirement Plan (ARP). The College will continue to provide retirement benefits in accordance with the Ohio Revised Code.

Section 22.02. The College agrees to continue the practice of STRS pick-up.

Section 22.03. Alternative Retirement Plan (ARP)

- A. The College offers an Alternative Retirement Plan (ARP) to eligible full-time employees who opt out of the applicable state retirement plan - Ohio Public Employees Retirement System (OPERS) and/or State Teachers Retirement System of Ohio (STRS) - and elect ARP. The ARP is a defined contribution plan. Contributions to the ARP are in accordance with the Ohio Revised Code and are mandatory for both the ARP participants and the College.
- B. Eligible full-time employees opting into ARP on or before December 31, 2016 shall be vested 100% in Employer contributions after one year of service.

- C. Eligible full-time employees opting into ARP on or after January 1, 2017 will follow a graduated five-year vesting schedule for the Employer's contributions:

<u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
Less than one year	0%
1 year	20%
2 years	40%
3 years	60%
4 years	80%
5 or more years	100%

- D. This schedule aligns with the vesting schedule of the defined contribution plans of OPERS and STRS. All ARP participants through 12/31/2016 will continue to be vested 100% in employer contributions after one year of service.

ARTICLE 23

FACULTY BENEFITS AND PRIVILEGES

Section 23.01. Any benefits and/or status to which faculty members presently have vested rights will remain in effect.

Section 23.02. The CCC-AAUP will be notified before the College adopts any new policy which adversely affects members of the bargaining unit.

Section 23.03. Any mistaken overpayment in a bargaining unit member's salary, benefits, or other compensation may be recovered by being deducted from such member's compensation over the same period as the payments were made, except that if the member's employment terminates sooner than would permit full collection, such collection may be advanced. Such provisions of collection shall be outlined in the faculty member's individual contract.

ARTICLE 24

PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY

Section 24.01. Faculty members shall have sole rights of ownership and disposition of copyrightable material, patents and intellectual property generated by their own individual initiative, provided there is not substantial use of College personnel, facilities or resources. However, supplementary course material prepared by a faculty member, even if copyrighted, which has no reasonable market potential outside the College will be made available without charge. Intellectual property is defined as any trademarkable, copyrightable, or patentable matter or any intellectually created tangible or digital (electronic) thing or matter including, but not limited to: books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory

manuals, syllabi, tests and work papers; lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids; video and audio tapes and cassettes; computer programs; live video and audio broadcasts; programmed instruction materials; drawings, paintings, sculptures, photographs and other works of art.

Section 24.02. Faculty members and the College shall share the ownership and disposition of copyrightable material, and patentable discoveries or inventions and intellectual property generated where there is a substantial use of College personnel or facilities not uniformly provided to other similarly-situated faculty members.

The “notification and intellectual property assessment process,” established by the Intellectual Property Review Board (the IP Board), includes a definition of substantial use and process for faculty to follow when pursuing patents, copyrights, and intellectual property. Faculty shall inform the respective Dean/Director of intellectual property development projects when the faculty member is able to identify resources needed for the development of intellectual property. Thereafter, faculty shall provide the respective Dean/Director with periodic reports as agreed by the faculty member and Dean/Director, by at least once per academic term. College personnel or facilities include, but are not limited to, reassigned time, secretarial help, financial assistance (such as student aides) or College services, equipment or building. Division of royalties under these circumstances shall be 80% to the faculty member and 20% to the College unless other written arrangements are made prior to the initiation of the work.

Section 24.03. Copyrights, patents and intellectual property developed from projects undertaken by a faculty member pursuant to an agreement with the College whereby the College commits substantial resources to the project shall belong to the College together with all royalties or profits therefrom.

Section 24.04. Rights to copyrightable material, patents and intellectual property developed as a result of work supported partially or totally by an outside agency or sponsor through a contract or grant shall be disposed of in accordance with the terms of the contract or grant. Prior to the faculty member accepting sponsored research or developmental assignments, the College will be consulted and must approve the contract or grant and the details of the project, the division of any resulting copyrights, patents, or intellectual property and the division of royalties.

Section 24.05. Faculty members must provide any requested relevant material, including intellectual property of the faculty member, to the respective Dean to resolve any faculty-student dispute (e.g., grade disputes). Further, faculty members shall provide intellectual property upon request with reasonable business justification (e.g., accreditation) after notice, meeting, and conference with the affected faculty member. The material will be used only for the requested purpose. Any dispute under this provision shall be referred to the Intellectual Property Board for resolution.

Section 24.06. The College and CCC-AAUP will maintain a Joint College-AAUP Intellectual Property Review Board (the “IP Board”). The College and the CCC-AAUP shall each appoint three members to the IP Board. At any time either party may enlist the resources of relevant experts upon notice to the other party. Initially, the IP Board will create a process and associated forms to be used in the course of individual faculty member’s intellectual property development. Specifically, the IP Board is charged with developing a notification and intellectual property assessment process and providing guidelines for identifying and quantifying “substantial use” and “reasonable market value” as those terms are used in Article 24, as well as identifiable resources for the development of intellectual property and any other factors that may help avoid and/or resolve intellectual property disputes. The IP Board will manage the intellectual property notification and assessment process and compile intellectual property accomplishments for appropriate annual recognition.

Section 24.07. The IP Board will attempt to resolve intellectual property disputes. If the IP Board is unable to resolve the dispute within thirty (30) calendar days, either party may initiate final and binding expedited arbitration. A three (3) party panel shall be convened with the CCC-AAUP appointing one member, the College appointing one member, and the parties jointly appointing a third impartial member by agreement, or, if unable to agree, through the auspices of the Federal Mediation and Conciliation Service. A hearing shall be conducted and a decision rendered within sixty (60) calendar days. Timelines may be extended by written agreement.

ARTICLE 25 **CCC-AAUP RIGHTS AND RESPONSIBILITIES**

Section 25.01. The President of the CCC-AAUP shall be provided with a private faculty office.

Section 25.02. Bulletin boards for each campus will be designated for the use of the CCC-AAUP.

Section 25.03. The maximum aggregate for reassigned time shall be 60 (sixty) ESU’s per year, provided that the CCC-AAUP submits to the College a list of specific acceptable union-related responsibilities that its officers will be involved in during such reassigned time. A maximum of five of the aggregate ESU’s can be awarded for union related responsibilities during Summer. The President of the CCC-AAUP must teach, counsel, or function as a librarian a minimum of 10.05 ESUs per academic year unless waived by the College. Similarly, CCC-AAUP officers must teach, counsel or function as a librarian a minimum of 15.41 ESUs per academic year unless waived by the College. Additionally, the CCC-AAUP will be able to purchase space from the College up to 24.12 ESU’s at the “part-time” rate during the spring and summer semesters immediately preceding the expiration date of this agreement.

Section 25.04. A variety of professional activities undertaken through or on behalf of the CCC-AAUP, including, but not limited to, negotiation of the Memorandum of Agreement, coordination of national or regional AAUP seminars and participation in governance and community affairs or appropriate committees as an AAUP representative, will be counted as professional service for the purpose of fulfilling the faculty obligations under the professional accountability system. If a faculty member intends to seek credit for activities other than those listed above, he should notify his Dean/Director prior to undertaking the activity and obtain approval.

Section 25.05. The CCC-AAUP, faculty members and the Administration recognize the professional rights and responsibilities for which professional faculty and administrators are responsible within an academic educational community.

Section 25.06. The CCC-AAUP will be permitted to use College classrooms and equipment for meetings subject to availability and prior administrative approval.

Section 25.07. The CCC-AAUP and the College will share equally in the cost of the preparation and printing of the collective bargaining agreement.

ARTICLE 26 **FACULTY EVALUATION PROCEDURE**

Section 26.01. Background. The purpose of evaluation is to document faculty effectiveness and to establish the basis for professional development. The process is objective in the intent and comprehensive in nature. The evaluation must focus on assessing professional responsibilities which broadly described include: instruction, facilitating and promoting student learning, college service, professional service including reassigned time.

Several approaches are to be used to collect information regarding these responsibilities: self-evaluation, peer evaluation, student/classroom evaluation and supervisor evaluation including outcomes assessment.

Faculty, in collaboration with the Dean/Director, will develop performance objectives annually. Once every three (3) years the faculty, in collaboration with the Dean/Director will develop a three (3) year professional development plan. These objectives and the professional plan must reflect the goals of the academic department, the campus and the College and must facilitate student learning under five categories of competency: content area, classroom performance, effective professional relations with students, academic and professional standards and professional development. Both documents must be approved by the appropriate Dean/Director.

Section 26.02. Categories of Faculty Performance. Faculty at Cuyahoga Community College may be assigned professional responsibilities in the areas listed below. Experience indicates, however, that all faculty do not perform the same tasks. Accordingly, the procedure for evaluation of faculty performance must, therefore,

balance the institution's need for uniformity and fairness with the diversity and flexibility of professional responsibilities.

- A. Teaching. Direct Instruction: this includes lecture, lab, clinical or instruction in other settings, including preparation, presentation, evaluation, out of class consultation and student orientation.
- B. Student Learning: This includes assessment of student outcomes, student retention, and responsibility for assisting students to adequately prepare for additional related course work within their programs or in anticipation of further baccalaureate studies.
- C. Counseling: this includes student advising, group and individual counseling, seminars, orientation of new students, liaison with other faculty and direct student instruction.
- D. Library Services: this includes patron services, direct student instruction, reference seminars and liaison services with other faculty. Instructional faculty are responsible for reviewing the holdings with the librarian in order to ensure relevance and appropriateness.
- E. College Service: includes participation in college governance, faculty development, general committee involvement, curriculum review, evaluation, revision, and development and mentoring of full-time and part-time faculty, and other reassigned time outlined in Article 6, section 6.05, or as otherwise approved by an authorized administrator.
- F. Student Service: this includes admissions/recruiting, advising and placement of new students, student activities and athletics.
- G. Public Service: this includes participation in community services programs, continuing education and public relations programs.
- H. Professional Service: this includes professional growth and development. Also includes active participation in professional organizations, through attendance, presentation, publications and holding offices at the local, state and national levels.

Section 26.03. Sources of Information. Standard evaluation instruments will be used College-wide to gather information from the following sources:

- A. Dean/Director: The Dean/Director will evaluate overall effectiveness and performance of the faculty member's teaching and other responsibilities based on visitation of classes and day-to-day interaction.

- B. Students: Students will be asked to evaluate the basic elements of a course, including tests, course content, method of instruction, materials, etc.
- C. Self: Self-evaluation may take the following forms: a rating form, video records, informal feedback or other methods. However, self-evaluation must include a description of progress made toward the achievement of annual objectives and the Professional Development Plan.
- D. Peers: Peer observation will review course materials such as outlines, syllabi, examinations, texts, to evaluate organization, methodology, currency of materials, appropriateness of course goals, content and grading procedures. Peer is defined as a faculty counterpart from another campus or as a faculty member in the same campus division. The Dean/Director and faculty member will agree upon the selection of a peer.
- E. Other: Clinical, practicum, field experience, cooperative education, directed practice and observation sites and reassigned time may also provide evaluation information on the faculty member's performance at the location.

These sources and instruments will be evaluated and updated on an annual basis by the policy-established Permanent Joint Committee on Faculty Evaluations.

Although each of the five (5) sources listed above can provide significant information, no one source can be expected to provide accurate and reliable assessments for all of the various kinds of faculty responsibilities. It is important, therefore, to clarify which sources will be used for each faculty role. Examples are displayed in the matrix below.

Source					
Role	Students	Self	Peers	Dean/Director	Other Sources*
Teaching	X	X	X	X	X
College Service		X	X	X	
Student Service	X	X	X	X	X
Public Service		X	X	X	X
Professional Service		X		X	X
*See Section 26.03, E.					

Section 26.04. Individualizing the Evaluation System. The challenge of accounting for the different kinds of faculty assignments can be addressed by emphasizing the significance of each assignment or role. Each faculty member will come to an agreement with his Dean/Director on the combination of roles or activities

comprising the contractual responsibilities for the academic year and consistent with teaching load responsibilities, as applicable, contained in the College's contract with the CCC-AAUP. Faculty will therefore, be evaluated on the basis of their individual contributions to the College instead of being forced into a particular role model. For tenured faculty this combination will include evaluation by the Dean/Director, the faculty member's students, and any other sources agreed upon by the faculty and Dean/Director. Tenure-track faculty should include in the combination the sources required for the academic rank and tenure procedures.

In the event that the contractual responsibilities should change substantially during the year, an adjustment in the agreement will be made by the Dean/Director in conjunction with the faculty member.

Section 26.05. Faculty Evaluation Procedure.

- A. Faculty Evaluations by Dean/Director:
 - 1. Shall occur in each term for the first two (2) years of tenure-track;
 - 2. Shall occur in each year for remaining three (3) for years tenure track;
 - 3. Shall occur one every three (3) years for tenured faculty;
 - 4. Shall occur on one of two (2) possible days, which have previously been agreed to by both faculty and Dean/Director;
 - 5. Can take up to one (1) entire class session (for on-ground classes).

- B. During the Fall Semester, each full-time faculty member to be evaluated will meet and reach agreement with the Dean/Director on the semester to be evaluated, on the combination of roles and activities comprising the contractual responsibilities for the academic year and will review the evaluation forms.

- C. When peer evaluation is part of the process, during the Fall Semester the Dean/Director and the faculty member to be evaluated will agree upon a faculty colleague(s) to act as a source for peer review.

- D. Dean/Director Evaluation of Faculty.
 - 1. The Dean/Director will observe at least one (1) class of the faculty member being evaluated during the academic year. For counseling faculty, there will be an observation of at least one (1) but no more than three (3) student counseling or advising sessions, either in person or via recording. For

librarian faculty, there will be an observation of at least one (1) but no more than three library instructions sessions, either in person or via recording. Prior to the observation, a conference will be held between the faculty member and the Dean/Director to schedule two (2) potential class sessions for the single observation and to discuss the course or counseling objectives.

Observations should span the breadth of the faculty member's assignment. The number of the observations needed will vary according to the familiarity of the Dean/Director with the faculty member's work as well as the status of the faculty member's professional development plan. Multiple observations shall not be conducted in an arbitrary, capricious, or discriminatory way, but, rather, should be done in a manner consistent with the purposes of assisting the faculty member and/or implementing the faculty member's professional development plan. Multiple observations shall occur only after prior consultation with the affected faculty member, where the Dean/Director and faculty member will meet to discuss the reason for additional observations. Within one (1) week of the observation, the Classroom Visitation Report, Counseling Observation Report, or Librarian Instructional Observation Report will be prepared by the Dean/Director and submitted to the faculty member for discussion with the faculty member. This report will also be kept by the Dean/Director for inclusion in the Summary Evaluation Report.

2. The Dean/Director will complete and submit to the faculty member a Summary Evaluation Report. Included with the report will be all evaluation forms, materials and questionnaires that were used to compile the Summary Report. A conference between the Dean/Director and the faculty member will be scheduled to discuss this report. The report will be signed by the faculty member and submitted to the Dean/Director by the end of the spring semester. The report will provide for comments by the faculty member. The Dean/Director will forward the report to Human Resources and provide a copy of the report to the faculty member.

E. Student Evaluation of Faculty.

1. For instructional faculty, student evaluations will occur

after two-thirds (2/3) of the course has been completed. These evaluations will occur in all courses, except courses during the summer.

2. All data relating to student evaluation of faculty shall be seen by the faculty member only. The exception to this is the semester in which a faculty member is being evaluated by his Dean/Director. In this semester, the Dean/Director will review the previous semester's student evaluations for the faculty member.
3. The student evaluation can be incorporated into the faculty member's self-evaluation, if desired.
4. The student evaluation of faculty will be aggregated. This aggregate information will not have attribution to any individual faculty member. The data will be compiled on a discipline-wide basis for the purposes of institutional analysis by Planning and Institutional Effectiveness (PIE).
5. For counseling faculty, the Student Evaluation Form will be obtained from a sample of at least twenty-five (25) students. The sample to be included will include students from each of the Fall and Spring semesters. The faculty member and the Dean/Director will receive a copy of the tabulated results and will have access to the original questionnaires completed by the students.
6. For librarian faculty, evaluations will be distributed to one (1) class of students who have had a formal orientation to the library and to a sample of those for whom the librarian has provided other direct service. Both will be completed during the Fall or Spring Semesters. The faculty member and the Dean/Director will receive a copy of the tabulated results and will have access to the original questionnaires completed by the students.

Section 26.06. Self-Evaluation. The faculty member will include a self-evaluation in the Dean/Director evaluation discussion. A self-evaluation report should include such documents as a completed Professional Development Plan, a completed self-evaluation form and copies of course syllabi, handouts, tests and any other relevant information.

Section 26.07. Peer Observation. When Peer Observation is part of the process, the peer observation instrument will be submitted by the faculty member to the Dean/

Director by the end of the fifth (5th) week of the appropriate Semester. Additional documents may be submitted (as agreed upon by the faculty member and the peer observer) which support the observation.

Section 26.08. Professional Development Plan. At the beginning of each three (3) year evaluation cycle, the faculty member will submit to the Dean/Director a Professional Development Plan (e.g., reading, professional literature, attending conferences, seminars, conventions, etc.), which will then be formally discussed and agreed upon by both parties for the next evaluation period. The responsibility for the completion of the plan is that of the faculty member and the Dean/Director. The individual plan will stay with the Dean/Director. The Dean/Director will meet annually with the faculty member to discuss progress.

Section 26.09. In the event that a faculty member and Dean/Director cannot agree upon an aspect of the evaluation process or the faculty member may request a re-evaluation, the issue will be resolved according to the grievance policy described in the current agreement between the College and the CCC-AAUP.

Section 26.10. The Joint Committee on Faculty Evaluation. The Joint Committee on Faculty Evaluation, consisting of an equal number of CCC-AAUP and management representatives, will be responsible for monitoring the effectiveness of the policy and procedure and making appropriate recommendations for improvement of sources of information and instruments as deemed necessary. The Joint Committee on Faculty Evaluation will also identify items for the professional improvement plan and process, as part of the evaluation system, in cases where faculty are deemed not fully effective.

ARTICLE 27 **ACADEMIC FREEDOM AND RESPONSIBILITY**

Section 27.01. Academic Freedom at Cuyahoga Community College is the right of a faculty member, in his capacity primarily as a teacher, to engage in the search for truth and its exposition within his academic discipline free from institutional censorship.

Section 27.02. A faculty member is entitled to freedom in the classroom in discussing his subject but should be careful to present the various scholarly views related to the subject and to avoid introducing in his teaching, or intruding into the classroom setting, material, particularly controversial material, which has no relation to his subject.

Section 27.03. A faculty member is entitled to full freedom in research and in the publication of the results, but this right is subject to the performance of his primary duties as a teacher at the College.

Section 27.04. A faculty member is also entitled to speak or write free from institutional censorship or sanction, but his special position as a member of a learned profession and as a professional member of this educational institution imposes special obligations upon him. Because the public may judge the profession and the College by his utterances, a faculty member should at all times strive to be accurate, exercise appropriate restraint and show respect of the opinions of others. It is of special importance that in making such public utterances, a faculty member indicates that he is not a spokesman for the College.

Section 27.05. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the institution and its members regarding safeguards for academic freedom must extend equally to requiring responsible service, consistent with the mission, purpose, goals and objective of the College.

Section 27.06. Prior to any change of grade, other than one made by a faculty member, the College shall notify the affected faculty member of any and all changes of grade for whatever reason. Moreover, the College agrees to abide by the established College procedure for the resolution of a contested grade.

ARTICLE 28 **TUITION REMISSION**

Section 28.01. Members of the bargaining unit shall be permitted to take up to eight (8) hours of credit, audit, or non-credit courses each academic semester for which the instructional fee shall be waived. The general fee must be paid by the faculty member.

Section 28.02. Members of the bargaining unit are expected to attend course(s) during their non-working hours.

Section 28.03. In order to attend non-credit courses/workshops/ seminars that are conducted by the College, members of the bargaining unit may receive tuition remission each academic semester up to a maximum dollar value equal to eight (8) credit hours of in-county tuition.

Section 28.04. Dependents of faculty members covered by this Agreement shall be permitted to take credit, audit, or non-credit courses up to an amount that is considered the status of full-time student for which the instructional fee shall be waived. The general fee and an additional fee of \$5.00 per semester shall be paid by the students.

Section 28.05. For the purpose of this Agreement, dependent means spouses and any dependent eligible for insurance under the College's flexible benefits program, up to age 23.

Section 28.06. The foregoing benefit shall extend to the natural or legally adopted dependent unmarried children of deceased persons who, at the time of their death were members of the bargaining unit. However, the right to such benefit will terminate upon a dependent child's attainment of age twenty-three (23).

Section 28.07. Post retirement training program:

- A. Shall be discontinued as of August 15, 2016.

Section 28.08. Non-Credit Courses

- A. Non-Credit courses shall be covered in accordance with the procedure referenced below. Coverage cannot exceed the employee's and/or dependent's per-term, non-credit limit of a maximum dollar value equal to eight (8) credit hours as defined in this procedure.
 - 1. Professional Development courses with CEU's, Fire Academy, Police Academy, and Private Security Training will be covered at one hundred percent (100%);
 - 2. Group lessons and summer camps will be covered at a maximum of fifty percent (50%);
 - 3. Private lessons are not covered.

ARTICLE 29
PERSONNEL FILES

Section 29.01. Faculty members will have access to their complete personnel file upon making a written request to the Vice President for Human Resources or designee two (2) work days in advance of the time they wish to inspect the file. However, letters of recommendation solicited with respect to initial employment or other letters of recommendation subsequently solicited with the consent of the faculty member will be excluded from inspection. Copies of any material placed in the personnel file other than written recommendations will be given to the faculty member. If any material is adverse, the faculty member will be given the opportunity to place an appropriate response stapled to the adverse material.

Section 29.02. The personnel file will be located in the Human Resources Office, and is the only permanent file for each faculty member. It will contain:

- A. Annual contracts, personnel actions and assignment records;
- B. Performance evaluations/appraisals;

- C. Full and part-time proffers;
- D. Leave, tax and benefit records;
- E. Letter(s) of application;
- F. Professional credentials;
- G. Signed letters of commendation;
- H. Signed letters of complaint (and responses, if any).

While the above list is believed by the College to cover all categories of items, the College reserves the right to add additional materials as it deems appropriate. Such items will be made available to the affected faculty member and the CCC-AAUP in accordance with the current collective bargaining agreement.

It is further agreed that the College will not maintain any other personnel files on full-time faculty members except those needed by the appropriate administrators on a day-to-day basis. Such “working” files could include information related to a grievance file while it is still in the resolution process, faculty teaching schedules prior to their confirmation and emergency medical information, among other materials necessary to carry out the day-to-day administrative functions at the campus level. Again, as with the list of items contained in the centrally located personnel files, this list is not intended to be all-inclusive.

Further, because the “working” files are temporary in nature, and all lasting relevant materials will be transferred to the Human Resources Office on at least an annual basis, faculty members and the CCC-AAUP will not have access to the “working” files.

When it deems it necessary to do so, the College shall maintain personnel information by means of controlled, secure, electronic data storage with limited access.

ARTICLE 30
NON-DISCRIMINATION AND WORKPLACE POLICIES

Section 30.01. Both the College and the CCC-AAUP recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operation. Furthermore, the College will not discriminate on the basis of handicap, provided the handicap does not substantially

impair the person's ability to perform the work, and employing a handicapped person would not significantly increase the occupational hazards affecting either the handicapped person, other employees, the general public or the facilities in which the work is performed. The College and the CCC-AAUP will likewise not discriminate on the basis of disability. The College and CCC-AAUP agree to cooperate in efforts to comply with the Americans with Disabilities Act (ADA). Towards this end, the parties will use their best efforts to help place qualified individuals with disabilities in jobs, the essential functions of which the individual can perform without posing a direct threat to the health and/or safety of himself or others. Such determinations will be handled on an individual, case-by-case basis and will be non-precedent setting.

Section 30.02. Subject to the maintenance of membership obligations set out in Article 3, the College and the CCC-AAUP recognize the right of all faculty members and all applicants for employment to be free to join or not to join the CCC-AAUP and to participate or to refrain from participation in lawful concerted CCC-AAUP activities. Therefore, the College and the CCC-AAUP agree that there shall be no discrimination, interference, restraint, coercion or reprisal by the College or the CCC-AAUP against any faculty member or members or any applicant for employment because of CCC-AAUP membership or non-membership or because of any lawful activity in an official capacity on behalf of the CCC-AAUP.

Section 30.03. Workplace Harassment. The College and the CCC-AAUP hereby incorporate by reference as applicable the College policy effective July 8, 2011, on affirmative action, equal opportunity, discrimination, and harassment as set forth at College policy 3354:1-42-01.

ARTICLE 31 **COLLEGE GOVERNANCE**

Section 31.01. The principles and guidelines of the existing College-wide Governance System shall be updated to reflect the College-wide participative governance structure. The revised College Governance Structure shall be created in consultation with the CCC-AAUP. The updated governance structure shall be continued for the duration of this agreement, as outlined in Appendix L. No committee of the College-wide Governance System shall take action on any matter that affects wages, hours or terms and conditions of employment of the bargaining unit members.

Section 31.02. One-half (½) of the faculty representatives to each of the committees of the college-wide Governance System shall be appointed by the CCC-AAUP and one-half (½) shall be appointed by the Joint Faculty Senate Council. The right to appoint such committee representatives shall include the right to reappoint representatives to consecutive terms. In the event that the number of faculty representatives on any given committee is an odd number, the CCC-AAUP shall appoint the majority (e.g., if the number of faculty is 7, the CCC-AAUP shall appoint 4 and the Joint Faculty Senate Council shall appoint 3).

Section 31.03. The Advisory Budget Committee, composed of representatives appointed by the Administration and the CCC-AAUP, with equal administrative and faculty representation, shall be continued unless or until agreement is reached to incorporate the committee with additional representation from support staff and students into the College-wide Governance System.

- A. The committee will review campus and district budget proposals and relevant background materials at appropriate times in the budgetary process.
- B. The committee shall make reports and recommendations as it deems appropriate from time to time and such reports shall be submitted to the Vice President for Finance/Business Services, the Vice President for Human Resources, the President of the CCC-AAUP, and the Chairperson of the Joint Faculty Senate Council.
- C. The committee will be the vehicle through which the College, upon CCC-AAUP request, will provide the AAUP with data on information directly relevant to collective bargaining and contract administration.
- D. The College agrees to provide quarterly detailed consolidating financial statements with budget variances to the CCC-AAUP Advisory Budget Committee on a timely basis.

ARTICLE 32 **MEET AND CONFER**

Section 32.01. The leadership of the CCC-AAUP and the College shall meet periodically to discuss matters of mutual concern. Such meetings shall be scheduled by the President of the CCC-AAUP and the College upon request of either party. The requesting party will provide an agenda at least twenty-four (24) hours prior to the meeting.

Section 32.02. The College and the CCC-AAUP will maintain a College-Wide Labor-Management Committee comprised of six (6) members from the College and six (6) members from the CCC-AAUP to meet quarterly or more frequently on reasonable request in order to facilitate communication, promote understanding, advance discussion and solve problems. The College representatives on the Committee shall consist of the Executive Vice-President of Academic and Student Affairs, the Executive Vice-President of Administration and Finance, and each Campus President. The College may designate alternates to sit in place of the above-identified individuals upon notice to the CCC-AAUP. The CCC-AAUP representatives shall consist of the CCC-AAUP President, the four (4) CCC-AAUP Vice Presidents, and one member at large selected by the CCC-AAUP. Agendas for each meeting shall be exchanged at

least one (1) week in advance of the scheduled meeting. To facilitate the utility of this Labor Management Committee, the College and CCC-AAUP agree to participate in training conducted by the Federal Mediation and Conciliation Service (FMCS) on the conduct of Labor Management Committees.

Section 32.03. The College and the CCC-AAUP will maintain Campus Labor-Management Committees. Each Campus Labor Management Committee shall be comprised of four (4) individuals: two (2) individuals representing the College and two (2) individuals representing the CCC-AAUP. One (1) of the individuals shall be the Campus President or designee who participates in the College-Wide Labor Management Committee set forth in Section 32.02, above. Similarly, one of the CCC-AAUP representatives on each Campus Labor Management Committee shall also be a member of the College-Wide Labor Management Committee set forth in Section 32.02, above.

The Campus Labor Management Committees shall meet quarterly or more frequently on reasonable request in order to facilitate communication, promote understanding, advance discussion and solve problems. Agendas for the meeting shall be exchanged at least one week in advance. To facilitate the utility of this Campus Labor Management Committee, the College and CCC-AAUP agree to participate in training conducted by the Federal Mediation and Conciliation Service (FMCS) on the conduct of Campus Labor Management Committees.

Section 32.04. The parties agree that the CCC-AAUP President, the Executive Vice President of the Academic and Student Affairs and the Executive Vice President of Administration and Finance shall meet monthly to discuss matters of interest. The Campus President or designee and the CCC-AAUP Vice President for the relevant Campus shall meet monthly to discuss matters of interest.

ARTICLE 33 **GRIEVANCE PROCEDURE**

Section 33.01. The CCC-AAUP and the College recognize that the prompt resolution of difficulties is essential to sound employer-employee relations. To this end, it is a declared objective of the CCC-AAUP and the College and/or its designated representatives to encourage the prompt and informal resolution of complaints by faculty members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

All grievances concerning the interpretation and/or application of the provisions of this Agreement shall be settled in strict accordance with the procedure set forth in this Article, and except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances. It is mutually understood and agreed that the operation and recommendations of the Advisory Governance committees, as well as the decision of the College with respect

to the granting of tenure or advancement in rank, are not subject to this grievance procedure or any other dispute resolution mechanism. The College agrees that in all cases of discipline, notification of such discipline will be simultaneously issued to both the affected member and the CCC-AAUP.

Step 1. The Informal Pre-grievance Consultation. The College and the CCC-AAUP agree that a number of potential grievances may be avoided if the affected faculty member(s) and the appropriate College administrator (lowest level administration with the ability to resolve the grievance) are able to discuss and resolve problems by these means. These informal discussions may include a grievance advisor. If the potential grievance is not resolved by this informal procedure within fifteen (15) working days of the alleged violation of the Agreement, then a formal written grievance must be filed. Members of the bargaining unit are encouraged to work out grievances on an informal basis wherever possible.

Step 2. Beginning of the Formal Process. If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the designated Step Administrator at the site where the alleged grievance arose. Such written grievance must be filed within fifteen (15) working days following either the day that both parties reach impasse or following the fifteenth (15th) day of Step 1, whichever comes first. Within ten (10) working days after the filing of the grievance, a meeting will be held among the designated administrator, the aggrieved member(s), and if the member(s) so elect(s) a representative of the CCC-AAUP. Following this meeting, the designated administrator shall issue a written answer to the grievance within seven (7) working days or the grievance moves automatically to Step 3.

Step 3. If the grievance is not satisfactorily settled in Step 2, the member and/or the CCC-AAUP may appeal the Step 2 answer to the Campus President/College Vice President/Vice President of Academic Affairs within seven (7) working days after receipt of the Step 2 response. In the case of the Division of Workforce and Economic Development, the grievance shall be filed with the Executive Vice President of that Division. Such appeal shall be in writing and shall specify the reason why the grievant believes the Step 2 decision is in error. The Campus President/College Vice President/Vice President of Academic Affairs shall hold a grievance meeting with the member(s) and if the member(s) so elect(s), a representative of the CCC-AAUP, within ten (10) working days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) working days after the close of the meeting or the grievance moves automatically to Step 4. If the issue could affect other members of the bargaining unit, the CCC-AAUP shall be notified of such meeting and have a right to be present and participate.

Step 4. If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the CCC-AAUP may file an appeal of the Step 3 answer to the Executive Vice President for Administration and Finance or designee within seven (7) working days after receipt of the Step 3 decision. Such appeal shall be in writing and shall specify the reason why the grievant believes the Step 3 decision is in error. The Executive Vice President for Administration and Finance or designee shall hold a grievance meeting with the member(s) and/or a representative of the CCC-AAUP as outlined above within ten (10) working days after the receipt of the appeal and shall render a written response within seven (7) working days after the close of the meeting.

Step 5. If the CCC-AAUP is dissatisfied with the Step 4 response and the grievance does not involve the non-renewal of a faculty member's contract, the CCC-AAUP may refer the matter to binding arbitration within ten (10) working days after the issuance of the Step 4 decision or by agreement of the parties. Relatively uncomplicated grievances may be submitted to expedited arbitration or streamlined arbitration pursuant to the Rules of the Federal Mediation and Conciliation Service (FMCS). Notwithstanding anything to the contrary above, the parties may, by mutual written agreement, agree upon another expedited arbitration procedure.

Section 33.02. If, in the opinion of the College or the CCC-AAUP, an individual's grievance affects a substantial number of employees as it relates to a particular set of facts, circumstances or issues similar to other employees, or as it relates to certain provision of the Memorandum of Agreement, that grievance shall be converted to a policy grievance. Through the mechanism of the policy grievance, the related grievances of similarly-situated employees whether filed or not, will be consolidated into one (1) proceeding, the outcome of which will be binding on all parties, actual or potential. Once classified as a policy grievance, the dispute will be handled pursuant to the existing procedure culminating in limited jurisdiction binding arbitration.

Section 33.03. An individual grievance that is subsequently converted to a policy grievance will be advanced at the time of conversion to Step 4 of the grievance procedure.

Section 33.04. A grievance filed initially as a policy grievance must be filed directly with the Executive Vice-President for Administration and Finance and will be initiated at Step 4 of the grievance process.

Section 33.05. Upon written notice of the CCC-AAUP's intent to arbitrate a grievance, the College and CCC-AAUP shall request a list of arbitrators from Federal Mediation and Conciliation Service (FMCS) who are members of the National Academy of Arbitrators. The parties shall each designate a representative, and the two (2) representatives shall attempt to agree upon an impartial arbitrator from the list of arbitrators. If such Agreement is not made within ten (10) days, the parties shall meet

to strike names alternately, the last remaining name shall be the arbitrator to hear the matter. If the list of arbitrators is not acceptable to both parties, the parties may request a new list of arbitrators.

Section 33.06. In the event the CCC-AAUP is dissatisfied with the Step 4 response of the Executive Vice President for Administration and Finance on a grievance involving non-renewal of a faculty member's contract, it may appeal the decision to advisory arbitration. The procedure for setting up such advisory arbitration shall be the same as the procedure set forth in Section 5. The findings and recommendation of the arbitrator under this procedure shall be issued to the College, the CCC-AAUP and the faculty member.

Section 33.07. In the event a grievance goes to arbitration, this Agreement shall be the basis on which the arbitrator's decision is rendered, and in reaching his decision, the arbitrator shall have no authority to amend, modify or in any way change its terms.

Section 33.08. Expenses and fees of the arbitrator shall be shared equally by the College and the CCC-AAUP.

Section 33.09. Decisions of arbitrators and settlements reached by the College and the CCC-AAUP in any step of the Grievance Procedure shall be final and binding on the CCC-AAUP, the College and the grievant.

Section 33.10. The time limits imposed by this Article shall, unless extended by mutual agreement, be considered as binding. A request to extend any of the time limits, except the initial filing period, shall not be unreasonably denied. All College responses shall be sent to the grievant by certified mail, return receipt requested. In the event the College fails to answer a grievance at Step 3 within the established time limit, the CCC-AAUP may give notice in writing to the Executive Vice President for Administration and Finance or his designee that the grievance will be considered granted unless the College answers the grievance within five (5) working days following receipt of the notice. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step. The time limits set forth in this article shall be suspended during the summer session or breaks upon good cause shown (e.g., grievant's absence from geographic area), if the said grievant makes a timely request in writing at any stage of the grievance procedure other than Steps 1 and 2.

ARTICLE 34 **NO STRIKE/NO LOCKOUT**

Section 34.01. The College and the CCC-AAUP subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the College programs and operations. Therefore, the CCC-AAUP agrees that during the term of this Agreement it shall not

directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike (including a sympathy strike), slowdown, work stoppage or any interruption or interference with the normal operations of the College. Further, the CCC-AAUP agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way or sanction any strike (including a sympathy strike), slowdown, work stoppage or any interruption or interference with the normal operations of the College, except as provided by and in conformance with the Ohio Public Sector Bargaining Act.

Section 34.02. In addition, no faculty member shall instigate or participate, directly or indirectly, in any strike (including sympathy strike), slowdown work stoppage or any interruption or interference with the normal operations of the College. Provided, however, it shall not be a violation of this Agreement for a faculty member to refuse to cross a picket line where there is a real and bona fide concern for personal safety. Violation of this provision shall be proper cause for disciplinary action, including discharge at the College's sole discretion. The sole question of whether a faculty member has engaged in any conduct prohibited by this provision is reviewable through the grievance and arbitration process.

Section 34.03. The CCC-AAUP shall at all times cooperate with the College in continuing normal operations and shall actively discourage and endeavor to prevent or terminate any violation of this provision. In the event any violation of this provision occurs, the CCC-AAUP shall immediately notify all faculty members that the strike, slowdown, work stoppage or other interference with normal College operations is prohibited and is not in any way sanctioned or approved by the CCC-AAUP. Furthermore, the CCC-AAUP shall immediately advise members of the bargaining unit to return to their duties at once.

Section 34.04. The College agrees that during the term of this Agreement, it shall not lock out any faculty members covered by this Agreement.

ARTICLE 35 **PROFESSIONAL ACTIVITIES OUTSIDE THE COLLEGE**

Section 35.01. It is recognized that faculty members may engage in limited professional activities outside the College and for which compensation is not received through the College, provided such activities do not interfere with the individual's full-time responsibilities to the College. In those instances, when a faculty member has failed to perform one (1) or more of his contractual responsibilities with the College and there is sufficient reason to believe that such performance is due to interference from the faculty member's outside professional activities, the faculty member will, upon written request, provide to the appropriate academic administrator sufficient information in writing concerning his outside professional activities.

ARTICLE 36
LEGALITY

Section 36.01. It is the intent of the College and the CCC-AAUP that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions. If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement. In the event any article, section or clause is adjudged to be unlawful, and if the CCC-AAUP so requests, the parties will meet and discuss a lawful alternative provision.

ARTICLE 37
TENURE POLICY

Section 37.01. Tenure is awarded in recognition of faculty competence to the College's instructional faculty, counselors and librarians. Tenure, by tradition, is evidence of an academic institution's support of academic freedom and the professional responsibility of the individual to whom tenure is awarded.

Section 37.02.

- A. Tenure, the continuous appointment to employment, awarded by the Board of Trustees in recognition of faculty competence, is the College's most effective means for establishing a climate of academic freedom and professional responsibility.

- B. All tenure-track faculty shall become eligible for tenure after five (5) years of service to the College during which they have served over 50% of their annual contractual time in a teaching capacity. Teaching capacity is defined by the College as: classroom instruction, college librarian or counseling. Additionally, in order to be granted tenure, tenure-track faculty must meet the criteria governing eligibility for the rank of assistant professor. Further, in order to be granted tenure, tenure-track faculty must have demonstrated teaching ability, creative achievement, academic integrity and professional service to the College. Once awarded, tenure shall be continuous until the retirement of the faculty member or the termination of the individual's contract.

- C. Should a faculty member be denied tenure at the time of eligibility, the College shall provide the member with written reasons for the denial.

- D. A tenured faculty member may be terminated due to retrenchment or just cause.
- E. The Executive Vice President for Academic and Student Affairs, using appropriate governance guidelines, is authorized to develop and implement procedures necessary to carry out this policy.

ARTICLE 38
DISTANCE LEARNING

Section 38.01. General Principles.

- A. Faculty engaged in distance learning shall have the same academic freedom (see Article 27) as faculty have in the traditional learning environment.
- B. Methods of presentation (pedagogical, not technical) and course materials are to be under the control of the faculty member assigned to develop and/or teach the distance learning course.
- C. The mode of delivery does not change the meaning of “course” for purposes of the collective bargaining agreement.
- D. Distance learning courses will be assigned to an instructor in the same manner as traditional courses.
- E. Distance learning course will be offered to qualified faculty first. However, if insufficient qualified faculty volunteers, then the College may mandate qualified faculty to teach the distance learning course.

Section 38.02. College-wide Committee on Distance Learning. The College-wide Committee on Distance Learning comprised of representatives from the College, CCC-AAUP and Faculty Senate, along with subject matter experts as needed, will be responsible for investigating and providing guidelines as they relate to Distance Learning issues, including, without limitation, what constitutes “appropriate lead time” in the context of:

- A. A faculty member teaching a new distance learning course;
- B. A faculty member teaching a distance learning course for the first time; or
- C. A faculty member converting a traditional course to a distance learning course. This committee shall make recommendations to the Administration, CCC-AAUP, and Faculty Senate. Those re-

commendations shall be implemented in whole, in part, not at all, or as modified, all by consensus. To the extent these parties are unable to reach consensus, each party retains its respective rights.

Section 38.03. Training/Qualifications.

- A. The College shall provide distance learning training to faculty members who wish to or do teach on-line. All faculty teaching on-line must go through course management system training before offering course.
- B. All new faculty must go through course management system training.
- C. Faculty who teach on-line should maintain appropriate distance learning skills that they use in teaching.
- D. The College will provide technical support to those faculty teaching distance learning courses.

Section 38.04. Evaluation.

- A. Deans/Directors evaluating distance learning courses must have received training and be up to date in course management systems.
- B. Distance learning “classroom observation” involves a Dean / Director logging in for a twenty-four (24) hour period of time.
- C. A faculty member who is teaching a fully on-line course for the first time may be evaluated by the Dean/Director, regardless of the evaluation cycle, for the purpose of evaluating the faculty member’s criteria, (Dean/Director observations, peer observations, self-evaluation, and student evaluations).

Section 38.05. Definitions of Delivery Modes at Tri-C.

Delivery Modes	% time online	Description	Seat Time
Online	90-100%	Course or program is delivered online. Participants can complete all course requirements without coming to Campus. Tests may be online or in a suitable proctored environment.	0 to 10% seat time for testing only. Testing options must include locations close to participants
Blended	30-89%	Course or program combines online and face-to-face learning. Characterized by a reduction in seat time, some on-ground, face-to-face sessions are replaced with online learning. Web-based activities and content in a blended course or program is in addition to classroom content. Both online and on-ground, face-to-face sessions are required elements of a blended course or program.	Split online learning with seat time (e.g., limited classroom sessions, exams, lab sessions, clinical)
Web-enhanced	0-29%	Course is delivered in an on-ground, face-to-face environment, and augmented with a web-based course site. Content in a web-enhanced course supports or augments the classroom environment.	100% seat time with a web-based course site
Classroom (traditional)	0%	Course is delivered 100% in an on-ground, face-to-face environment.	100% seat time

Additional delivery modes include:

Cable College: A course where the live delivery of instruction occurs via television.

Interactive Video: A face-to-face course delivered simultaneously to multiple locations via video technology. Students and the faculty may be attending in different geographical locations.

Section 38.06. Virtual Office Hours.

- A. Virtual office hours are an acceptable way to serve students in online courses. Virtual office hours can occur anywhere with appropriate, College-supported technology, including a faculty member's on-ground office.
- B. Virtual office hours are scheduled just like on-ground office hours. A faculty member's respective Dean/Director approves virtual office hours.
- C. The amount of virtual office hours should be in proportion to a faculty member's online course workload. However, all faculty members will have at least three (3) of their ten (10) office hours in their on-ground faculty office spread over at least two (2) workdays.

Section 38.07. Online Course Caps.

- A. The first time a faculty member teaches a particular course online, the cap should not exceed fifteen (15).
- B. The maximum course cap in online courses is thirty (30), plus or minus three (3).
- C. Online course caps should be consistent per course within disciplines College-wide. Lower caps may be established for specific courses with the approval of the Dean.

ARTICLE 39 **DURATION**

Section 39.01. This Agreement represents a complete and final understanding on all bargainable issues between the College and the CCC-AAUP. This Agreement shall be effective August 16, 2016, and remain in full force and effect until August 15, 2019, and thereafter from year to year unless at least one hundred twenty (120) days prior to said expiration date or any anniversary thereof, either party gives timely written notice of an intention to reopen negotiations.

Section 39.02. The College shall have the right to reopen the contract on all economic subject matters based on the Board of Trustees' good faith determination of the existence of a "crisis" financial exigency.

Section 39.03. Such good-faith determination of "crisis" financial exigency will be subject to expedited review under the grievance/arbitration procedure. The Administration will endeavor to provide a sixty (60) day notice of its reason to believe

that there is a pending “crisis” financial exigency to the CCC-AAUP and provide that organization with all available information. For the purpose of this section, “crisis” financial exigency shall be defined as follows: That current and projected revenues are so limited that the College can no longer continue to fulfill current and future financial obligations under the contract without disrupting the administration and program integrity of the College. During the pendency of such “crisis” financial exigency, Article 34, No Strike, No Lockout, shall be suspended.

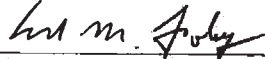
ARTICLE 40
EXECUTION


Section 40.01. In witness whereof, the parties hereto have hereunto set their hands this month of August, 2016.

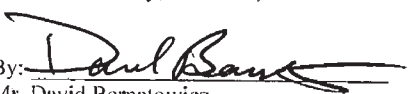
CUYAHOGA COMMUNITY COLLEGE
DISTRICT COMMUNITY COLLEGE

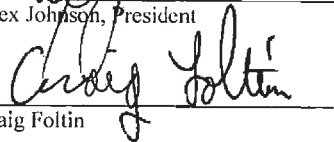
THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS (AAUP),
CUYAHOGA CHAPTER


By: 
Victor Ruiz, Chairperson, Board

By: 
Dr. Edward Foley, President, CCC-AAUP

By: 
Dr. Alex Johnson, President

By: 
Mr. David Bernatowicz

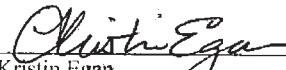
By: 
Dr. Craig Foltin

By: 
Mr. Michael Boyko

By: 
Ms. Judith McMullen

By: 
Ms. Ashlee Brand

By: 
Ms. Lillian Welch

By: 
Ms. Kristin Egan

By: 
Ms. Anna Lauer

By: 
Ms. Suzanne Reyes

Date: August 9, 2016

APPENDIX A
FACULTY SALARY SCHEDULE FOR 36 WEEKS OF SERVICE
CUYAHOGA COMMUNITY COLLEGE – CLEVELAND, OHIO
ACADEMIC YEAR 2016-2017

Step	GRADE						
	A	B	C	D	E	F	G
14.00			\$80,913	\$84,085	\$89,105	\$92,634	\$98,239
13.50	\$69,522	\$74,975	\$79,383	\$82,486	\$87,393	\$90,858	\$96,336
13.00	68,239	\$73,569	\$77,878	\$80,913	\$85,719	\$89,105	\$94,469
12.00	\$65,745	\$70,840	\$74,975	\$77,878	\$82,486	\$85,719	\$90,855
11.50	\$64,532	\$69,522	\$73,569	\$76,410	\$80,913	\$84,085	\$89,105
11.00	\$63,353	\$68,239	\$72,192	\$74,975	\$79,383	\$82,486	\$87,394
10.00	\$61,066	\$65,745	\$69,522	\$72,192	\$76,410	\$79,384	\$84,085
9.50	\$59,959	\$64,532	\$68,239	\$70,840	\$74,975	\$77,878	\$82,486
9.00	\$58,880	\$63,353	\$66,977	\$69,522	\$73,569	\$76,410	\$80,913
8.00	\$56,786	\$61,066	\$64,532	\$66,977	\$70,840	\$73,569	\$77,878
7.50	\$55,770	\$59,959	\$63,353	\$65,745	\$69,522	\$72,192	\$76,410
7.00	\$54,775	\$58,880	\$62,203	\$64,532	\$68,242	\$70,840	\$74,975
6.00	\$52,857	\$56,786	\$59,959	\$62,203	\$65,745	\$68,239	\$72,192
5.00	\$51,012	\$54,775	\$57,816	\$59,959	\$63,352	\$65,745	\$69,522
4.00	\$49,254	\$52,857	\$55,770	\$57,816	\$61,063	\$63,353	\$66,977
3.00	\$47,564	\$51,012	\$53,804	\$55,770	\$58,880	\$61,066	\$64,532
2.00	\$46,141	\$49,254	\$51,927	\$53,804	\$56,786	\$58,880	\$62,203
1.00	\$44,415	\$47,564	\$50,122	\$51,927	\$54,775	\$56,786	\$59,959
A = B.A. or equivalent			D = M.A. + 15 Semester (22.5 quarter credits)			G = Doctorate	
B = B.A. + 15 Semester (22.5 quarter credits)			E = M.A. + 30 Semester (45 quarter credits)				
C = B.A. + 30 Semester (45 quarter credits) or M.A. degree			F = M.A. + 45 Semester (67.5 quarter credits)				

For guidelines, procedures and criteria concerning the use of graduate education for salary advancement, please refer to Article 16, Compensation, Section 16.04.

APPENDIX B
FACULTY SALARY SCHEDULE FOR 36 WEEKS OF SERVICE
CUYAHOGA COMMUNITY COLLEGE – CLEVELAND, OHIO
ACADEMIC YEAR 2017-2018

Step	GRADE						
	A	B	C	D	E	F	G
14.00			\$81,722	\$84,926	\$89,996	\$93,560	\$99,221
13.50	\$70,217	\$75,725	\$80,177	\$83,311	\$88,267	\$91,767	\$97,299
13.00	\$68,921	\$74,305	\$78,657	\$81,722	\$86,576	\$89,996	\$95,414
12.00	\$66,402	\$71,548	\$75,725	\$78,657	\$83,311	\$86,576	\$91,764
11.50	\$65,177	\$70,217	\$74,305	\$77,174	\$81,722	\$84,926	\$89,996
11.00	\$63,987	\$68,921	\$72,914	\$75,725	\$80,177	\$83,311	\$88,268
10.00	\$61,677	\$66,402	\$70,217	\$72,914	\$77,174	\$80,178	\$84,926
9.50	\$60,559	\$65,177	\$68,921	\$71,548	\$75,725	\$78,657	\$83,311
9.00	\$59,469	\$63,987	\$67,647	\$70,217	\$74,305	\$77,174	\$81,722
8.00	\$57,354	\$61,677	\$65,177	\$67,647	\$71,548	\$74,305	\$78,657
7.50	\$56,328	\$60,559	\$63,987	\$66,402	\$70,217	\$72,914	\$77,174
7.00	\$55,323	\$59,469	\$62,825	\$65,177	\$68,924	\$71,548	\$75,725
6.00	\$53,386	\$57,354	\$60,559	\$62,825	\$66,402	\$68,921	\$72,914
5.00	\$51,522	\$55,323	\$58,394	\$60,559	\$63,986	\$66,402	\$70,217
4.00	\$49,747	\$53,386	\$56,328	\$58,394	\$61,674	\$63,987	\$67,647
3.00	\$48,040	\$51,522	\$54,342	\$56,328	\$59,469	\$61,677	\$65,177
2.00	\$46,602	\$49,747	\$52,446	\$54,342	\$57,354	\$59,469	\$62,825
1.00	\$44,859	\$48,040	\$50,623	\$52,446	\$55,323	\$57,354	\$60,559
A = B.A. or equivalent			D = M.A. + 15 Semester (22.5 quarter credits)			G = Doctorate	
B = B.A. + 15 Semester (22.5 quarter credits)			E = M.A. + 30 Semester (45 quarter credits)				
C = B.A. + 30 Semester (45 quarter credits) or M.A. degree			F = M.A. + 45 Semester (67.5 quarter credits)				

For guidelines, procedures and criteria concerning the use of graduate education for salary advancement, please refer to Article 16, Compensation, Section 16.04.

APPENDIX C
FACULTY SALARY SCHEDULE FOR 36 WEEKS OF SERVICE
CUYAHOGA COMMUNITY COLLEGE – CLEVELAND, OHIO
ACADEMIC YEAR 2018-2019

Step	GRADE						
	A	B	C	D	E	F	G
14.00			\$83,356	\$86,625	\$91,796	\$95,431	\$101,205
13.50	\$71,621	\$77,240	\$81,781	\$84,977	\$90,032	\$93,602	\$99,245
13.00	\$70,299	\$75,791	\$80,230	\$83,356	\$88,308	\$91,796	\$97,322
12.00	\$67,730	\$72,979	\$77,240	\$80,230	\$84,977	\$88,308	\$93,599
11.50	\$66,481	\$71,621	\$75,791	\$78,717	\$83,356	\$86,625	\$91,796
11.00	\$65,267	\$70,299	\$74,372	\$77,240	\$81,781	\$84,977	\$90,033
10.00	\$62,911	\$67,730	\$71,621	\$74,372	\$78,717	\$81,782	\$86,625
9.50	\$61,770	\$66,481	\$70,299	\$72,979	\$77,240	\$80,230	\$84,977
9.00	\$60,658	\$65,267	\$69,000	\$71,621	\$75,791	\$78,717	\$83,356
8.00	\$58,501	\$62,911	\$66,481	\$69,000	\$72,979	\$75,791	\$80,230
7.50	\$57,455	\$61,770	\$65,267	\$67,730	\$71,621	\$74,372	\$78,717
7.00	\$56,429	\$60,658	\$64,082	\$66,481	\$70,302	\$72,979	\$77,240
6.00	\$54,454	\$58,501	\$61,770	\$64,082	\$67,730	\$70,299	\$74,372
5.00	\$52,552	\$56,429	\$59,562	\$61,770	\$65,266	\$67,730	\$71,621
4.00	\$50,742	\$54,454	\$57,455	\$59,562	\$62,907	\$65,267	\$69,000
3.00	\$49,001	\$52,552	\$55,429	\$57,455	\$60,658	\$62,911	\$66,481
2.00	\$47,534	\$50,742	\$53,495	\$55,429	\$58,501	\$60,658	\$64,082
1.00	\$45,756	\$49,001	\$51,635	\$53,495	\$56,429	\$58,501	\$61,770

A = B.A. or equivalent	D = M.A. + 15 Semester (22.5 quarter credits)	G = Doctorate
B = B.A. + 15 Semester (22.5 quarter credits)	E = M.A. + 30 Semester (45 quarter credits)	
C = B.A. + 30 Semester (45 quarter credits) or M.A. degree	F = M.A. + 45 Semester (67.5 quarter credits)	

For guidelines, procedures and criteria concerning the use of graduate education for salary advancement, please refer to Article 16, Compensation, Section 16.04.

APPENDIX D
POSITION SPECIFICATION: INSTRUCTIONAL AND
NON-INSTRUCTIONAL FACULTY

Section 1. Description. Each teacher, counselor and librarian is a College faculty member who is responsible to a designated campus or district office administrator for providing authorized professional instructional and instruction-related services to students in support of student success and completion. Each full-time bargaining unit member appointment is by individual contract at a rank of Assistant Professor, Associate Professor or Professor. All instructional and non-instructional bargaining unit members are subject to all policies, procedures and regulations of the College.

Section 2. Duties. Specific duties within appropriate responsibility areas are assigned to each bargaining unit member by the administrator whom the Campus President or district administrator designates. Specific duties within direct and indirect responsibility areas will be assigned in relation to the expertise of the bargaining unit member and institutional priorities.

Section 3. Instructional Bargaining Unit Member Direct Responsibility Areas.

- A. Duties in the direct responsibility areas involve the delivery of instruction directly to students and/or activities in direct support of instruction.
- B. Instruction. Duties in this responsibility area pertain to instruction for credit classes. Duties include: preparation, presentation, student consultation and evaluation.
- C. Special ESU assignment. A special ESU assignment, in lieu of instruction, may be made for a semester OR for an academic year. Faculty coordination duties comprise the principal type of special assignment. Specific duties for other types of special ESU assignments which support instruction or academic administration may be assigned.

Section 4. Instructional Bargaining Unit Member Indirect Responsibility Areas.

- A. Duties in the indirect responsibility areas involve professional service to the College, the community, students and the profession. Duties may relate to, but are not limited to, such non-instructional responsibility areas as:
 - 1. College Services
 - a. College Governance
 - b. Campus and district committees

- c. Curriculum development
 - d. Special service
2. Student Services
 - a. Admissions and Records
 - b. Advising--discipline expertise for academic plans
 - c. Student Activities
 3. Public Services
 - a. Community services
 - b. Continuing education
 - c. Public Relations
 4. Professional Services
 - a. Instructional development
 - b. Professional growth
 - c. Technology training

Section 5. Non-Instructional Bargaining Unit Member Direct Responsibility Areas.

- A. Duties in the direct responsibility areas involve delivery of professional services directly to students and/or activities in direct support of such services.
- B. Counselors. Professional duties can include individual and group counseling, personal and career counseling, student orientation, assessment, guiding student development of an academic plan, verifying and assigning the academic plan, verifying transferability, and teaching classes.
- C. Librarians. Duties in this area of responsibility include providing effective professional services which enable students and other faculty members to access printed and non-printed resources. Such duties pertain to: acquisition, processing, reference and circulation of materials that are linked with curricular offerings of the campus as well as with special need of students and teachers. Duties also include facilitating and directing student career research, teaching information literacy skills, and teaching classes.
- D. Non-instructional faculty may teach, as assigned by their Dean/Director, up to a maximum of three (3) semester hours per term (Fall and Spring), as part of the normal workload within the 37.5 hour week. Additional courses taught beyond the three (3) semester hour limit would be paid at the adjunct faculty rate, and would

occur outside of the scheduled 37.5 work week. Course assignments will be made by their Dean/Director as determined by campus and departmental needs.

- E. Non-instructional faculty are eligible to teach as adjuncts subject to established College guidelines. Instruction in credit bearing courses is not mandatory; therefore, non-instructional faculty are not required to teach for either advancement in rank or tenure.

APPENDIX E
ACADEMIC RANK POLICY

- A. The purpose of a system of academic rank at the College is to give recognition to bargaining unit members for excellence in performing their respective duties consistent with the aims and philosophy of the College as a teaching-learning institution. The policy requires academic preparation, professional accomplishment and meaningful service to students, peers, the College and the community at large. It is believed that these combined attributes characterize the model faculty member.
1. The system of professional rank established at the College consists of three (3) classifications as represented by the titles of Assistant Professor, Associate Professor, and Professor.
 2. Professional rank shall have no relationship to the “Faculty Salary Schedule” nor will professional rank be a factor in the determination of full-time professional salary or compensation.
- B. A bargaining unit member is considered for initial rank placement under the policy which is in effect at the time of initial appointment. A bargaining unit member may be considered for promotion in rank under the policy in effect at the time he becomes eligible for promotional consideration.
1. Application for consideration for promotion in rank under this policy is voluntary.
 2. Under circumstances deemed advisable by the Board of Trustees, any of the provisions or restrictions of this policy may be waived in a specific instance in the best interest of the College.
- C. All bargaining unit members employed on the “Faculty Salary Schedule” are entitled to the rank of Assistant Professor upon entry to full-time service at the College.
- D. The rank of Associate Professor may be granted to bargaining unit members who meet the following criteria and are recommended for such rank according to specified procedure:
1. If the candidate holds an earned doctorate in a field directly related to the professional assignment and which has been formally recognized by the Board of Trustees; or
 2. If the candidate holds a master’s degree, plus thirty (30) additional semester credits of graduate work. Of these graduate credits, at least

twenty (20) shall be in the subject area of, or shall be directly related to, the major instructional or professional work assignment in the area in which the rank is to be granted; or

3. If the candidate holds a bachelor's degree and holds a valid legal or professional license in fields where the master's degree is normally not offered and which is formally accepted by the College as equivalent to a master's degree plus thirty (30) semester credits in the subject area or directly related subject area relevant to the major instructional or professional work assignment in the area in which the rank is to be granted; and
4. If the candidate has completed four (4) years of teaching experience in the area in which the rank is to be granted, at least three (3) years or which have been on the college level, or four (4) years of work-related experience in the area in which have been on or equivalent to college level experience; and
5. If the candidate has held the rank of Assistant Professor for at least two (2) years; and
6. In addition to those qualifications listed above, the candidate shall have evidenced teaching excellence, or excellence in the professional and assignment in which the rank is the granted as judged by faculty, students and administration.

E. The rank of Professor may be granted to bargaining unit members who meet the following criteria and are recommended for such rank according to specified procedure:

1. If the candidate holds an earned doctorate in a field directly related to the professional assignment and which has been formally recognized by the Board of Trustees; or
2. If the candidate holds a master's degree and at least forty-five (45) additional graduate semester credits. Of the total graduate credits, at least fifty (50) shall be in the subject area or shall be directly related to the major instructional or professional work assignment in the area in which the rank is to be granted; and
3. If the candidate has completed seven (7) years of experience in the area in which the rank is to be granted, at least four (4) years of which have been on the college level, or work-related experience at the college level at least two (2) years of which must have been served as an Associate Professor at the College; and

4. If the candidate to be awarded the status of Professor shall have evidenced teaching excellence, or excellence in the area in which the rank is to be granted, as judged by faculty, students and administration;
5. If in addition to those qualifications listed above, the candidate to be awarded the status of Professor shall have evidenced outstanding achievement in at least three (3) of the following categories:
 - a. Service to the College through assistance to students outside the classroom, such as advising student groups;
 - b. Service to the College through published scholarly materials or unpublished materials for district-wide educational use;
 - c. Service to the College through significant participation in professional and educational organizations through active membership and/or service as an officer or leader in conferences, workshops and conventions;
 - d. Service to the College through significant participation on campus-wide or College-wide committees;
 - e. Service which reflects favorably upon the College through participation in the Greater Cleveland area as a speaker, advisor or as an active member in community groups.

F. Instructional personnel who elect to participate in the rank advancement system shall be designated according to rank and discipline; e.g., Assistant Professor of Mathematics; non-instructional personnel such as counselors and librarians shall be designated according to the position description and rank: e.g., counselor, rank of Assistant Professor.

1. The policy applies to all bargaining unit personnel;
2. Bargaining unit members who revert to part-time teaching or retire will retain their highest rank;
3. Course work taken after initial appointment shall be part of a planned program of continuous professional growth in relation to the individual's primary assignment. This plan is to be approved by the administrator of the appropriate area and on file in the individual's personnel folder; and
4. All degrees and course work submitted shall have been earned from a regionally accredited institution of higher education, or recognized and certified occupational/technical training institution. Appropriate

procedures will be used to certify work taken at institutions of higher learning outside the United States of America.

- G. The President of the College is hereby authorized and directed to adopt and promulgate rules and regulations to effectuate the board policy as set forth herein to the extent that the same shall be consistent with this policy.

APPENDIX F
IMPLEMENTATION PROCEDURES ON ACADEMIC RANK

Section 1. Campus Committee on Academic Rank.

A. Committee Function:

1. The Committee is to assist the Campus President/College Vice President or EVP for Workforce and Economic Development in establishing procedures and evaluating the qualifications of faculty for promotion in rank.
2. The Committee shall advise the Campus President/College Vice President or EVP for Workforce and Economic Development in establishing procedures to determine how students and administrative evaluation of classroom or other professional activities will be solicited and how they will be used in the evaluation process.

B. Committee Formation and Composition:

1. The Committee shall be selected by established campus procedures with involvement of the Faculty Senate.
2. A majority of the Committee shall be tenured faculty.
3. The campus, through its established procedures, shall determine the maximum size and composition of the Committee.
4. It will be at the discretion of each campus whether the members of the Committee are required to be participants in the rank system.
5. Individuals being considered for promotion in rank are not eligible to serve on the Committee.
6. The Campus President/College Vice President or EVP for Workforce and Economic Development shall provide the Committee chairman and members of the Committee with a written statement of the Committee's purposes, responsibilities and procedures regarding the receipt and evaluation of applications.

Section 2. Procedures for Candidates.

- A. Individuals eligible under the provisions of the College Policy on Academic Rank for promotion, and who wish to be considered for promotion, shall submit a statement and supporting materials requesting consideration to the Campus Committee by October 31 of each year.

At this time, the candidate shall also send duplicate copies of his request and supporting materials to his Dean/Director and to his Dean/Director for their written recommendations to be submitted to the Committee by November 30.

- B. The candidate's request for consideration by the Campus committee, Dean/Director, and his Dean/Director, shall be accompanied by appropriate supporting material detailing academic credits, accomplishments and activities that the individual believes meet the criteria for that rank as outlined in Appendix E. These materials shall be organized in such fashion as to justify the individual's request for promotion.

The statement of accomplishments and activities, including supporting materials, is to be that of the individual and is not to include supporting statements from other members of the professional staff of Cuyahoga Community College or of students.

Section 3. Procedures for Evaluators.

- A. Individual faculty members of each department shall be invited by the Dean/Director to submit directly to the Committee a signed statement concerning the qualifications of the candidate.
- B. Upon receipt of request and supporting materials of the candidate, the Dean/Director shall submit in writing his recommendation, with supporting rationale, to the Committee by November 30.
- C. Committee
 - 1. After evaluating the materials submitted by the candidate and the written recommendations of the Dean/Director, as well as any statements from the faculty, the Committee shall forward its written recommendation on each individual, including detailed supporting rationale, to the Campus President/College Vice President or EVP for Workforce and Economic Development by March 15. A minority

view by members of the Committee may be included in the recommendation.

2. If the Campus President/College Vice President or EVP for Workforce and Economic Development disagrees with the recommendation, he shall return the recommendation to the Committee with a written statement of detailed rationale. The Committee shall make a second evaluation. This reevaluation, with the statement of the Campus President/College Vice President or EVP for Workforce and Economic Development, shall be forwarded to the Campus President/College Vice President for transmittal to the President of the College or designee. Upon written request, the file, including the rationale and recommendations, will be made available to the candidate.

D. President of the College

1. The President of the College or designee shall inform the Campus President/College Vice President or EVP for Workforce and Economic Development of his decision by June 1, who shall then inform the candidate and the Committee.
2. The President of the College or designee shall present his recommendations to the Board of Trustees for its consideration at its June meeting.

E. Appeals

1. The first appeal of the decision shall go directly to the Campus President/College Vice President or EVP for Workforce and Economic Development.
2. Subsequent appeals, if necessary, shall go to the Executive Vice President for Academic and Student Affairs.

APPENDIX G
REIMBURSEMENT OF EXPENSES - COLLEGE MANDATED

Section 1. The College agrees to reimburse bargaining unit members for expenses they incur as a result of College mandated travel and/or entertainment. Specifically, the College agrees to reimburse bargaining unit members for the following:

- A. Reasonable expenses incurred by bargaining unit members as a result of College mandated travel, including lodging, meals and related incidentals;

- B. Reasonable expenses incurred by bargaining unit members as a result of a College directive to entertain College guests and/or prospective employees. Such expenditures on behalf of guests and/or prospective employees may include necessary meals and incidental expenses of the bargaining unit member, however, such expenditures shall not be primarily for the bargaining unit members' social or personal purposes; and

- C. Reasonable expenses incurred by bargaining unit members as a result of organizing College mandated meetings, conferences or other gatherings.

Section 2. The President of the College is authorized and directed to develop and promulgate procedures to effectuate this policy.

APPENDIX H
COLLEGE CONTRIBUTIONS TO THE STATE TEACHER
RETIREMENT SYSTEM FOR PERSONS TAKING PROFESSIONAL
IMPROVEMENT LEAVE UNDER PLAN A

Section 1. All faculty members who have taken professional improvement leave under Plan A will be notified by the College of the S.T.R.S. guidelines.

Section 2. When requested by the employee, the College will contribute the employer contribution that is necessary for the member to buy in the additional one-half (½) year of credit.

Section 3. The College President or his designee is authorized to do all things necessary and appropriate to implement this resolution.

APPENDIX I
TAX-SHELTERED ANNUITY AND DEFERRED COMPENSATION
PROGRAM

Section 1. The College shall offer one or more tax-sheltered annuity plans and one or more deferred compensation programs to all eligible employees.

Section 2. The College shall establish and manage its tax-sheltered annuity plans and deferred compensation programs in accordance with the applicable law, which includes without limitation sections 403 (b) and 457 (b) of the Internal Revenue Code.

Section 3. Before offering such a plan or program to College employees, the offering party must:

- A. Execute a hold harmless and indemnification agreement which protects the College from any liability attendant to procuring the annuity.
- B. Be selected by a number of employees equal to at least one percent of the College's full-time employees.

Section 4. The College President or his designee shall take all steps necessary and appropriate for the effective implementation of this procedure.

APPENDIX J
HEALTH CARE
ELECTIVES PROGRAM

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
Plan Year	1/1–12/31	1/1 – 12/31	1/1 – 12/31
Deductible (Individual/Family)	None	\$250/\$500	\$500/\$1000
Coinsurance	None	90%/10% ¹	70%/30% ¹
Max out-of-pocket (Individual/Family)	Not applicable	\$2,000/\$4,000 ²	\$3,000/\$6,000 ²
Lifetime Max	Unlimited	Unlimited	Unlimited
Inpatient Hospital <ul style="list-style-type: none"> • S/P Room & Board³ • Medications • Radiation & Chemo • Hemodialysis • Internal Prosthetics • Physician Services • Surgeon's Services • Rehab Therapy • Operating & Recovery Room³ 	No Charge No Charge No Charge No Charge No Charge No Charge No Charge No Charge No Charge	Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10%	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
Outpatient Charges <ul style="list-style-type: none"> • Facility • Surgeon's Services • Treatments like radiation and chemo. • Prof. Fees (Anesthesia, co-surgeons, Interpretations) • X-ray & Lab Services 	\$20 copay \$20 copay \$20 copay \$20 copay No charge	Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10% Deductible and 90%/10% 100% in doctor's office or dedicated facility in hospital or outpatient surgical facility	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
Emergency Care <ul style="list-style-type: none"> • Doctor's Office • Hospital • Urgent Care Facility • Ambulance 	\$20 copay \$75 copay \$35 copay \$50 Per Trip	\$20 PCP/\$40 specialist copay Deductible and 90%/10% \$20 PCP/\$40 specialist copay Deductible and 90%/10%	Deductible and 70%/30% of R&C Deductible and 90%/10% Deductible and 70%/30% of R&C Deductible and 90%/10%
Specialty Services <ul style="list-style-type: none"> • Home Healthcare • Skilled Nursing, Extended Care • Hospice 	No Charge No charge ⁴ No charge	Deductible and 90%/10%. 40 visits per plan year combined in and out of network. Deductible and 90%/10%. 60 days max per plan year combined in and out of network Deductible and 90%/10% 60 days max per plan year combined in and out of network	Deductible and 70%/30% of R&C; 40 visits per plan year combined in and out of network. Deductible and 70%/30% of R&C; 60 days max per plan year combined in and out of network Deductible and 70%/30% of R&C; 60 days max per plan year combined in and out of network

¹ Subject to deductible

² Includes deductible.

³ Inpatient hospital benefits for Medical Mutual Professional Plan are 90% / 10% after deductible for in-network and out-of-network.

⁴ 100 days / calendar year when arranged by a Plan physician.

APPENDIX J
HEALTH CARE
ELECTIVES PROGRAM

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
Family Planning <ul style="list-style-type: none"> • Vasectomy • Tubal Ligation • Infertility Service • Office Visit • Surgery 	\$20 copay No Charge 30% of Total Charges (See "B" Below)	Deductible and 90%/10% Deductible and 90%/10% For testing & diagnosis only \$20 PCP/\$40 specialist copay Deductible and 90%/10%	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C For testing & diagnosis only Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
Medical Supplies & Equipment <ul style="list-style-type: none"> • Durable Medical Equipment • External Prosthetics 	No Charge No Charge	No Charge ¹ No Charge ¹	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
Mental Health <ul style="list-style-type: none"> • Inpatient • Outpatient • Group Therapy 	No Charge \$20 copay \$20 copay	Deductible and 90%/10% \$20 copay \$20 copay	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
Substance Abuse <ul style="list-style-type: none"> • Inpatient • Outpatient 	No Charge—General Hospital No charge for one detoxification admission per year in a specialized facility.	Deductible and 90%/10% \$20 copay	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
Primary Care Services <ul style="list-style-type: none"> • Preventive exam • Immunizations/Injections • Well Child Care • Office Visit (Illness or Injury) • Allergy Treatment 	\$0 copay No charge \$0 copay \$20 copay No charge	\$0 copay 100% \$0 copay \$20 PCP/\$40 specialist copay \$20 PCP/\$40 specialist copay	Not covered Deductible and 70%/30% of R&C Not covered Deductible and 70%/30% of R&C if due to illness or injury Deductible and 70%/30% of R&C

APPENDIX J
HEALTH CARE
ELECTIVES PROGRAM

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
Specialty Physician Services <ul style="list-style-type: none"> • Office Visits • Referral physician services 	\$20 copay	\$40 copay	Deductible and 70%/30% of R&C if due to illness or injury
	\$20 copay	\$40 copay	Deductible and 70%/30% of R&C if due to illness or injury
Prescription Drugs <ul style="list-style-type: none"> • Retail Service • Mail order service 	Co-pay per prescription for Retail 31 day supply or a Mail Order 62-day supply Generic - \$10 Formulary Brand - \$20 Non-Formulary Brand - \$40	See attached detail	
Non-Compliance Penalties <ul style="list-style-type: none"> • Pre-certification – hospital in-patient and out-patient 	Must be admitted by Kaiser physician	Responsibility of network physician	Subject to medical necessity
Notes	A. -- After diagnosis, medical & hospital services for further treatment & evaluation of involuntary infertility are charged at a 50% rate. B. -- All benefits & services outlined must be arranged, authorized & prescribed or provided by a Plan Physician.	A. Out of Service Coverage: Inpatient services not arranged/provided by the provider require Pre-admission Certification and Continued stay review otherwise reduction or denial of coverage may occur. B. R&C Reimbursement is based on the lesser of the Reasonable and Customary charge or the actual amount the member is required to pay for the service.	

Note: The information provided here is intended only to show the highlights of the various medical plans and is not a complete description of the plans. The plans are governed by the official plan documents and/or insurance contracts where applicable. If there is a discrepancy between the information provided here and the plan documents, the official plan documents and/or insurance contracts shall prevail.

APPENDIX J
HEALTH CARE ELECTIVES PROGRAM

Cuyahoga Community College

Prescription Medication Coverage for PPO Enrollees Only
Plan Year 1/1-12/31

Acute Prescription

**Retail Card Plan
In-Network**

20% Copay

- Minimum of \$20 for Non-Preferred Brand
- Minimum of \$10 for Preferred Brand
- Minimum of \$5 for Generic

Mandatory Generic Provision

No claim forms to file

No reimbursement from Medical Plan;
reimbursement only from FSA account, if elected

Out-of-Network

50% reimbursement of covered expenses

Must file a claim form with prescription plan for reimbursement

No reimbursement from Medical Plan;
reimbursement only from FSA account, if elected

APPENDIX J
HEALTH CARE ELECTIVES PROGRAM

**Maintenance
Prescriptions**

Mail Order

Copay for 90 day supply:

- \$15 for Generic
- \$45 for Formulary
- \$70 for Non-Formulary

Mandatory Generic Provision

No reimbursement from Medical Plan; reimbursement only from FSA account, if elected

Effective January 1, 2011, the following changes occurred regarding prescription drug coverage:

- A. Implement Specialty Guideline Management (SGM) program. The SGM Program coordinates, between and among physicians, pharmacists and patients, the evaluation of appropriate drug therapies for specialty medications. The Program is designed to ensure patient safety, efficacy and optimal therapeutic benefit and enables optimization of the most cost effective use of specialty medications.
- B. Walgreens shall be removed from the Caremark plan.
- C. The following cost control programs offered by the Pharmacy Benefits Manager shall be implemented:
 1. Cosmetic products will no longer be covered, unless prescribed in connection with a medical condition.
 2. Erectile dysfunction medications will be covered in the following specific quantities: no more than 6 pills every 30 days and no more than 18 pills every 90 days.
 3. Acne medications will be covered only for patients age 25 or younger.
 4. Diet medications previously not covered, will be subject to coverage with appropriate physician prescriptions and prior authorization by the carrier.

5. Influenza medications will be covered without prior authorization once every six months. Greater frequency of doses will require prior authorization.
 6. Maximum dosage limits will be implemented for migraine medications in accordance with American Neurological Association and manufacturers' prescribing guidelines.
- D. The College and the Chapter shall establish a Labor/Management Committee to monitor and review implementation of the above programs.

APPENDIX K
FAMILY AND MEDICAL LEAVE ACT

The College and the CCC-AAUP agree to incorporate the Family and Medical Leave Act (FMLA) into the collective bargaining agreement as this addendum. The FMLA does not invalidate any provision of the collective bargaining agreement. Below are outlined the major points of the FMLA, including the agreements between the College and the CCC-AAUP on any discretionary items in the FMLA.

A. Types of FMLA Leave.

1. Eligible bargaining unit employees so electing shall, upon written request or with verbal notification if written request is not practical, be granted an FMLA leave of absence without pay for up to, but no more than twelve (12) work weeks, for the following reasons:
 - a. birth of a son or daughter and in order to care for such son or daughter within 12 months of birth (birth leave);
 - b. the placement of a son or daughter for adoption or foster care within 12 months of placement (placement leave);
 - c. care of a spouse, son, daughter, or parent, if such individual has a “serious health condition” (family health leave);
 - d. the employee’s own “serious health condition” which makes the employee unable to perform the functions of his/her position (employee health leave).
 - e. a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation (military leave).
2. Pursuant to FMLA, the College will grant an eligible employee, up to twenty-six (26) work weeks of unpaid leave, to care for a spouse, child, parent or next of kin (nearest blood relative) who is (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual

medically unfit to perform his or her military duties; or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs) and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (Military Caregiver Leave).

3. An eligible employee is entitled to a combined maximum of twenty-six (26) work weeks of FMLA leave in a single 12-month period.

B. Definition of “serious health condition”. Under FMLA, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider, which includes:
 1. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - Treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
 - One treatment by a health care provider (*i.e.*, an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); or
 2. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

3. Any period of incapacity or treatment for a chronic serious health condition that continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 5. Any absences to receive multiple treatments for restorative surgery after accident or other qualifying injury or for a condition that would likely result in a period of incapacity of more than three consecutive days if not treated.
- C. Request for Leave. Request for such leave must be submitted in writing to the College's leave administrator at least thirty (30) days before the leave is scheduled to begin, or as soon as it is practicable if the need for leave is not foreseeable. The employee is required to provide:
1. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.
 2. Appropriate Armed Forces documentation supporting the need for a "qualifying exigency".
 3. Periodic reports, not more often than every 30 days, during FMLA leave regarding the employee's status and intent to return to work.
- D. Eligibility. Bargaining unit members who have completed twelve (12) months of service with the College, which need not be consecutive, and have completed at least 1250 hours of service during the previous twelve (12) month period shall be eligible for FMLA leave.
- E. Designating FMLA Leave. Employees requesting an FMLA leave must first use accrued paid leave benefits, if applicable, such as sick leave, and vacation (if applicable), and Employee may take personal leave at their own option. The accrued paid benefits will be deducted from the FMLA twelve-week entitlement. Only applicable sick leave of more than five (5) consecutive work days will be

deducted from the twelve-week FMLA entitlement except in the case of an intermittent/reduced FMLA leave schedule. The unpaid FMLA leave will only become effective after all applicable paid benefits have been exhausted.

F. Intermittent/Reduced Leave Schedule. FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

1. to care for a sick family member when medically necessary;
2. for an employee's own serious illness when medically necessary;
3. for a birth or placement of a child for adoption or foster care within twelve (12) months of birth or placement with the approval of the College.

“Intermittent leave” is taken in separate blocks of time due to a single illness or injury (i.e., leave for medical appointments, physical therapy, chemotherapy, etc.) spread over a period of time. “Reduced leave schedule” is a leave schedule which reduces the usual number of hours per work week or hours per day worked by the employee.

The College may temporarily transfer an employee on intermittent or reduced leave schedule to a vacant bargaining unit position for which the employee qualifies and at the equivalent pay, benefits, and terms and conditions of employment by mutual agreement of the College and the CCC-AAUP. Once the intermittent or reduced leave schedule has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position.

G. Return to Work. Any employee taking an unpaid FMLA leave shall, upon return from the leave, be restored to the position of employment held by the employee when the leave commenced; or to an equivalent bargaining unit position with the equivalent pay, benefits and other terms and conditions of employment. If the leave exceeds the maximum time allowed by the FMLA, an attempt will be made to place the employee in the same position, but where this is not possible or practical, the employee will be offered another position for which the employee is qualified as soon as one is available.

- H. Insurance. For an employee on FMLA leave, the College will continue to pay its portion of the costs of health and life insurance benefits and the employee will continue to pay her/his portion. Arrangements will be made for the employee to pay his/her share of health insurance premiums while on leave. After the expiration of the approved FMLA leave, if the employee remains on leave, which is unpaid and does not qualify under STD or other College approved sick leave, the employee is required to pay the full amount of the costs for continued coverage including the employee's share and the employer's share of the cost. The College may recover premiums it paid during an employee's unpaid FMLA leave to maintain health coverage for an employee who fails to return from FMLA leave, unless (i) the employee provides certification that he/she failed to return because of an occurrence that, but for the expiration of the employee's FMLA leave, would qualify for unpaid leave under FMLA; or (ii) the employee failed to return due to circumstances beyond his/her control.
- I. Certification. The College will require written certification, on a form substantially the same as the applicable U.S. Department of Labor Forms, by a health care provider of the need and purpose of the leave for a FMLA family or employee health care leave. The College has the right to require the employee to obtain the opinion of a second health care provider designated or approved by the College in the event the College has reason to doubt the validity of the written certification provided by the employee. The College will pay the costs associated with obtaining the second opinion. In a case in which the second opinion differs from the opinion in the original written certification, the College has the right to require that the employee obtain the opinion of a third health care provider mutually designated or approved by the College and the employee. The College will pay the costs associated with obtaining the third opinion. In that case, the opinion of the third health care provider shall be considered final and binding.
- J. FMLA Period. The 12-month leave period will begin on the date of the employee's first use of FMLA leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.
- K. Notice of Employee Rights. When an employee gives notice of the need for FMLA leave, the College shall provide the employee with a notice substantially the same as U.S. Department of Labor Form W-H 381 containing at least the following specific information:

1. whether the leave requested qualified as FMLA leave, including a statement similar to that appearing on Form W-H 381, regarding why leave does not qualify;
2. that the leave will be counted against the employee's annual FMLA leave entitlement;
3. any requirement that the employee provide medical certification;
4. that the employee must use applicable substitute accrued paid leave and have it considered FMLA leave;
5. whether the employee will be required to make premium payments, and, if so, how the payments must be made;
6. whether the employee will be required to present a fitness-for-duty certificate in order to be restored to employment;
7. that the employee has the right to be restored to the same or an equivalent position upon return from FMLA leave;
8. the employee's potential liability for the payment of health premiums paid during the employee's FMLA leave if the employee does not return to work after taking FMLA leave; and
9. that the College may require employees on FMLA leave to report periodically, but not unreasonably, on their status and intent to return to work. If an employee provides an unequivocal notice of his/her intent not to return to work, the College's obligations under the FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee to his/her previous position cease.

- L. **Restrictions on Leave Where Spouses are Employed by the College.** A husband and wife who are eligible for FMLA leave and are employed by the College are permitted to take only a combined total of twelve (12) work weeks of leave during any 12-month period if the leave is taken: (1) for birth of a son or daughter or to care for the child after birth; (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent "in-law") with a serious health condition. In addition, the spouses will be limited to a total of twenty-six (26) work weeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, leave for the birth and

care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

- M. **Absence Report.** Any absence approved for FMLA leave must be so indicated on the employee's absence report in the appropriate paid or unpaid column.

APPENDIX L GOVERNANCE

Section 1. Purpose.

The special competence and special interests of each constituency in contributing to governance are recognized and provided for in the structure and processes of the system, with the understanding that specific constituency interests are subordinated to common, single college interests.

The essence of participatory governance is the collective action of governance committees in gathering relevant information, deliberating issues in the light of that information, and reaching reasoned recommendations.

Participatory governance requires the engagement of all constituent groups. It also excludes specific matters covered in contracts with bargaining agents of classes of employees. While the system is included by reference in such contracts, it should exist independently of these contracts. No particular contract should include governance procedures that are specific to any single constituent body.

Committees of governance function in an environment of mutual respect, good faith and commitment to the common interests of the single college. Through the president, they advise the administration, which remains responsible and accountable for implementation. Committee development and focus will fluctuate based on a consensus of the current college needs to be addressed.

Section 2. The Governance System.

A. General Structure

1. Board of Trustees

The governance system recognizes the role and authority of the Board of Trustees to prescribe rules or policies regarding the effective management of the college, which policies shall guide the president of the college, who is responsible for establishing the regulations and procedures to carry out such policies. Recommendations for components for Board policy are sent to one of the three standing committees of the Board through the Office of the President.

The Board standing committees -- Academic and Student Affairs, Management, and Community Affairs -- recommend policy actions to the full Board, whose ratification is mandatory before college policy is adopted.

2. Office of the President

The governance system recognizes the role and authority of the president of the college as being the chief executive officer of Cuyahoga Community College and directly responsible to the Board of Trustees for the educational leadership and efficient management of the college's human, physical and fiscal resources. The president's chief executive role includes:

- a. Representation of, and primary spokesman for, the college to various external organizations and agencies whose activities directly or indirectly affect the welfare of the college. Among these are federal, state and local government, national and regional educational associations, other higher education institutions, and various community associations.
- b. Articulation of education philosophy for the college within which its educational objectives are developed and implemented.
- c. Formulation of strategic long and short-range plans for the college.
- d. Provision of direction and guidance to the college's major operating units and to the individuals who report to the Office of the President.
- e. Maintenance of a climate in the college conducive to productive learning and effective teaching.

3. Constituent Groups

- a. AAUP
- b. Administration
- c. AFSCME
- d. Joint Faculty Senate Council
- e. Joint Student Council
- f. SEIU District 1199
- g. Professional/Technical
- h. TS & CE

B. Committees of Governance

"Committees of Governance" includes the full committees outlined below and any ad hoc or subcommittees established by the full committees.

1. Committee on Curriculum and Degree Requirements (CADRE)

Purpose

- a. To review and recommend new academic programs and additions and deletions to existing programs;
- b. To recommend new courses and changes in course numbers, titles, descriptions, credit hours, and prerequisites;
- c. To review and recommend policies and procedures for the development of degree requirements for all college credit programs;
- d. To participate in a review of all courses in the college's master file and recommend to each affected academic division courses that should be considered for possible elimination from the course master file because of duplication with similar courses or because they are seldom offered; and
- e. To establish appropriate subcommittees and/or other working groups to accommodate these operational tasks.

Membership: This Committee shall have 17 members.

Faculty: Three from each campus. Faculty chair the committee and serves as secretary

Administration: Four Staff: One from TS & CE and SEIU District 1199 combined

P/T: One

JSC: One

Administrative Officer: Vice President for Academic Affairs or designee.

2. Committee on Learning Outcomes Assessment (CLOA)

Purpose

- a. To support continuous improvement of teaching and learning by assisting faculty in the identification, development, and assessment of student learning outcomes at the general education, program, and course levels.
- b. To support faculty in providing evidence of student learning to the Higher Learning Commission (HLC) through the Academic Quality Improvement Program's (AQIP) Category One-Helping Students Learn.
- c. To review and recommend policies and procedures for the development and implementation of assessment plans and the reporting of assessment results for all college credit programs, courses, and developmental courses.

- d. To support faculty in the ongoing maintenance of assessment plans and reports in concert with the Office of Learning Outcomes Assessment.
- e. To establish appropriate subcommittees and/or other working groups to accommodate these operational tasks.

Membership: This Committee shall have 25 members.

Faculty: Twelve (12) members: Three (3) from each campus. A faculty member shall chair the committee and another serve as secretary.

Administration: Four (4) members. One (1) Dean from each campus. Deans shall serve as assessment liaisons to Deans' Council and promote faculty engagement in the assessment planning and reporting process. "Dean" means that Assistant, Associate, or Academic can serve in this role.

Staff: One (1) member. The staff person shall offer a perspective on continuous improvement, assessment, and program accreditation, if applicable.

(Accredited) Program Manager: One (1) member. A program member shall offer perspective of accredited programs (i.e. program review).

Professional/Technical: One (1) member. The professional/technical administrator shall serve as liaison between workforce and academic.

Student Council: Four (4) members. One (1) from each campus. Students shall represent the student body and student perspective on continuous improvement of teaching and learning.

Administrative Officers: Two (2) members. The District Director of Learning Outcomes Assessment and the District Director of Curriculum Development and Learning Outcomes Assessment.

**Documents creating the structure of CLOA on file at the AAUP office.*

3. Committee on Enrollment Management

Purpose

This Committee will review and recommend plans and policies designed to strengthen enrollment at the college. Recruitment and retention issues and processes will be included in its review. Program development and service delivery issues will also be included.

Membership

Faculty: Three

Administration: Three, including one from Student Affairs

Staff: One each from SEIU District 1199, AFSCME, TS & CE
P/T: One
JSC: One from each campus
Administrative Officer: Vice President, Enrollment Management and Student Affairs

4. Committee on Technology

Purpose

This Committee will review and recommend policies and procedures related to the deployment of administrative and academic technology. It will review the College's plans for such deployment and advise on improvements.

Membership

Faculty: Three
Administration: One from A/SA, one from HR/BFS
Staff: One each from SEIU District 1199, AFSCME, and TS & CE
P/T: Two
JSC: One
Administrative Officer: Vice President, Chief Information Officer.

5. Committee on Planning and Institutional Effectiveness

Purpose

The Committee will review and recommend policies and procedures related to assessing the quality of the college's programs and services. This Committee will conduct its business through two sub-committees consisting of members of the parent Committee.

- a. Sub-Committee on Learning and Student Success
- b. Sub-Committee on Communications and Organizational Effectiveness and CCC-AAUP.

Membership

Faculty: Three
Administration: Three
Staff: One each from SEIU District 1199, AFSCME, and TS & CE
P/T: One
JSC: One
Administrative Officer: Vice President, Planning and Institutional Effectiveness

6. Committee on Human Resources and Policy

Purpose

The Committee will review and recommend policies and procedures related to rights and responsibilities, affirmative action, and due process. This Committee may conduct its business through three sub-committees consisting of members of the parent Committee, each sub-committee addressing one of the topics cited above.

Membership

Faculty: Three

Administration: Three

Staff: One each from SEIU District 1199, AFSCME, and TS & CE

P/T: One

JSC: One

Administrative Officer: Vice President, Human Resources

7. Committee on Governance Monitoring

Purpose

The Committee shall monitor and evaluate the effectiveness of the operations of the college-wide Governance System and make recommendations, as needed, with respect to the improvement thereof. Its recommendations shall be forwarded to the Executive Vice President for Academic and Student Affairs, the elected leadership of each constituency group, and the members of the College Forum. This Committee may conduct its business through sub-committees as deemed appropriate by the majority of the Parent Committee.

Membership

Faculty: Three

Administration: Three

Staff: One each from SEIU District 1199, AFSCME, and TS & CE

P/T: One

JSC: One

Administrative Officer: Executive Vice President, Academic and Student Affairs

8. Safety Committee

Purpose

The Committee will review and recommend policies and procedures related to College safety issues that have an impact on the College's campuses. Each Campus will have an active Safety Committee consisting of all constituency groups (e.g. AFSCME, SEIU District 1199, AAUP, etc.) to work on and communicate safety issues on their Campus. A College-wide Campus Safety Committee will be drawn,

where feasible, from members of the four Campus Safety Committees. The College-wide Safety Committee may conduct its business through four sub-committees, each sub-committee addressing the safety issues on their specific Campus.

Membership

Faculty: One from each campus

Administration: Three including representatives from Public Safety and Security, and Plant Operations.

Staff: One each from SEIU District 1199, AFSCME, and TS & CE

P/T: One

JSC: One

Administrative Officer: Executive Director, Business Continuity

C. General Functioning of the Governance System

1. Each committee will elect its own Chair and Secretary and will function as a committee for two years.
2. Committees shall receive their charges for the year from the College President. Committees may also develop their own charges, subject to the approval of the College President. Committees may receive special charges from the President related to particular issues that need immediate and timely attention.
3. Annual charges shall be received by Committees by the end of the first week of September each year.
4. Recommendations may be made to the College President at any time.
5. Committees shall receive responses to recommendations within three weeks of receipt. Responses can include acceptance, modification, request for further analysis or clarity, or denial. Committees shall receive reasons for each response.
6. Committees shall complete their work in a timely fashion. On occasion, the President may request special attention to particular issues that need immediate action by certain deadlines. Committees will adjust their work to meet such priorities.
7. All Committee reports will be made to the College President.
8. Committees shall receive timely notification of the enacting of new policies and procedures resulting from their work. This shall be received within two weeks of the posting of the new policy or procedure.

9. Each Committee will present an annual report of activities to the College President by the end of the second week of May of each year.
10. A maximum 69 ESU's per academic year will be available to compensate faculty members who participate on governance committees, to be apportioned as agreed on by the College and CCC-AAUP.

Section 3. Improvements.

Improvements to the system will adapt the governance advisory committees so that they address the issues of current importance to the college and engage the special competencies of each constituent group fully and appropriately in all areas.

Improvements will continue to assure constituent engagement in an advisory capacity with the development of and continual improvement to policies and procedures affecting the implementation of the College's mission.

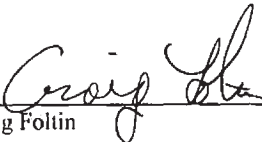
IBB CONSENSUS STATEMENT - SL-1
FMLA AND SICK TIME

The CCC-AAUP and College Administration have jointly developed this consensus statement, which we intend to serve as a guide for the Committee on Human Resources & Policy.

We ask that the Committee on Human Resources & Policy investigate the ways and means by which FMLA and Sick Time benefits can be accessed by faculty during the summer term. We then ask that these options be shared with the CCC-AAUP and administration by means of an LMC for consideration.

CUYAHOGA COMMUNITY
COLLEGE

AMERICAN ASSOCIATION
OF UNIVERSITY
PROFESSORS



Craig Foltin



Ed Foley

Date Signed: 8-16-16

IBB CONSENSUS STATEMENT – SL-2
SERVICE ACTIVITY AND DEVELOPMENT CREDITS COMMITTEE

The CCC-AAUP and College Administration have jointly developed this consensus statement, which we intend to serve as guide for the Service Activity and Development Credits Committee. We discussed four (4) broad categories pertaining to Section 6.11, Faculty Service and Development. These categories are:

1. Professional Development
2. General Service
3. Strategic Mission
4. Miscellaneous

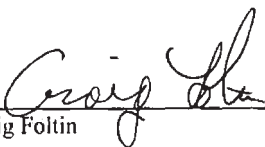
The group also discussed a list of potential credits that includes:

1. Activities related to program development, update, or review;
2. Administering exams for credit or make-up exams;
3. Advising students related to faculty member's subject matter expertise;
4. Assistance to students with academic planning;
5. Assistance with student registration;
6. Attendance at a second Commencement;
7. Attendance at division/unit/counterparts meetings in addition to mandatory days;
8. Attendance/participation at local/regional discipline-specific events/workshops;
9. Conducting educational research;
10. Course prep which involves major changes/change of text;
11. Developing and implementing in-service training programs;
12. Developing or implementing programs to improve student retention;
13. Development of innovative technologies, pedagogies;
14. Development of new instructional materials or methods;
15. Development of program mapping or course outcomes;
16. Grade Dispute Panel;
17. Grading and evaluating student work on the day between the last day of exams and the day that final grades are due;
18. Guidance provided to student clubs and associations;
19. Investigation of best practices by the other professionals;
20. Mandatory contract training (core curriculum);
21. Membership on local/regional boards which advance your discipline or the college mission;
22. Mentoring a fellow faculty member, whether full-time or adjunct;
23. Mentoring an adjunct who is teaching a PSEOP high-school assignment;
24. Observation of adjunct faculty;
25. Other activities which are related to student success;
26. Participation at adjunct-appreciation events;

27. Participation in college planning activities;
28. Participation in college-sponsored initiatives/committees;
29. Participation in student orientation;
30. Participation on a panel discussions/presentation for students and/or faculty;
31. Performing regular counseling duties;
32. Performing regular librarian duties;
33. Placement of students within a discipline;
34. Preparation of new program materials;
35. Preparing grant proposal;
36. Presentation at Faculty Colloquium and/or other faculty development activities;
37. SAC committee membership;
38. Service on Governance Committee (if not otherwise receiving ESU's);
39. Service on other committees referenced in this contract, ad hoc committees or task forces. Examples include, but are not limited to:
 - a. Development Education Council
 - b. Permanent Joint Committee on Faculty Evaluation
 - c. Labor-Management Committee
 - d. Intellectual Property Board
 - e. Committee on Distance Learning
 - f. Calendar/Schedule Committee
 - g. College-wide Health-Care Committee
 - h. Campus and/or College-wide Safety Committee
40. Structured (pre-planned) guidance to students, groups of students;
41. Tutoring or remediation work with students;
42. Updates of course curricula to meet OBOR, TAG, or similar requirements;
43. Updates of course descriptions to catalogue;
44. Volunteering at Commencement;
45. Working with Advisory Committees or external consultants.

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Ed Foley

Date Signed: 8-16-16

SIDE LETTER OF AGREEMENT - SL-3
COLLEGE CREDIT PLUS ADVISORY COMMITTEE

Cuyahoga Community College is interested in the continued growth, development, and quality of the College Credit Plus (CCP) program in order to provide students with alternative methods of obtaining college credit to apply to their post-secondary degree. The College is also committed to ensuring that program offerings maintain high academic standards and the quality experiences consistent with the mission of the College and the laws applicable to College Credit Plus.

The AAUP and Cuyahoga Community College administration agree on the following parameters relating to college classes taught in secondary schools:

1. Courses will be taught during the secondary school's hours of operation, within the secondary school scheduling framework, in accordance with Ohio Board of Regents guidelines, and may be flexibly scheduled.
2. Courses must be taught in accordance with the official course outline that will be provided by the College. If the College's full-time faculty in a discipline have identified an appropriate textbook for a course, that textbook must be used. It is expected that College faculty will share textbook information as needed.
3. Regardless of the origin of faculty when teaching in the secondary institution, the secondary school's student disciplinary conduct code and processes will be followed.
4. Regardless of the origin of faculty, the College's student complaint and grade dispute policies will be followed.
5. Regardless of the origin of the faculty, the College's policies and procedures regarding faculty evaluation and academic reporting will be followed. Final grades will be posted by the instructor.
6. Consistent with the College's policy and practice, courses will be scheduled and qualified faculty assigned by the appropriate Dean/Director based on a recommendation from the full-time faculty discipline coordinator.
7. The Director of Enrollment Management will serve as liaison to the secondary school's administration when a need for communication arises.
8. The College, in conjunction with Faculty Senate and the CCC-AAUP, will develop a pool of qualified adjuncts to serve as substitutes should the need arise.

9. The College will establish a College Credit Plus Advisory Committee to assist in ensuring the academic integrity of the offerings. The Committee will consist of a Campus President, a Dean of Student Affairs, a Dean of Academic Affairs, the District Director of Enrollment Outreach, a minimum of two instructional faculty members, and one Tri-C faculty counselor, chosen by AAUP and Faculty Senate.

10. Where feasible, considering staffing concerns of the College, the College faculty, and the secondary site at which the courses will be offered, qualified full-time College faculty will be offered the opportunity to teach College Credit Plus courses in area secondary schools. In addition, the following also applies:
 - a. Courses taught by qualified College faculty, will be considered part of their normal teaching load; therefore, faculty will not receive travel funds for travel to these sites.
 - b. If a College faculty member teaches a course in the secondary school, the course will be offered by that faculty member for the OBR suggested contact hours. Additional time that the course may be scheduled to run will be based on secondary school practices and will be the responsibility of school district personnel.
 - c. Office hours will be split to accommodate students at the off-site location; however, recognizing that it may not be feasible to hold office hours at the secondary school (due to lack of space and student schedule), online or phone office hours may be acceptable.
 - d. If a College faculty member teaches a course in the secondary school, he or she will be subject to all rules governing visitors to the site (check in, badges, etc.).

11. Secondary school teachers who are eligible may be hired as College adjuncts, as determined by our regular adjunct criteria. These individuals will go through the regular approval process for the hiring of adjuncts. Potential instructors must meet the qualifications as determined by the Higher Learning Commission's and OBR's guidelines. All communication, such as course offerings, syllabi, and assigned faculty, must be provided back to the College Credit Plus Advisory Committee. The Committee will also ensure alignment with the performance metrics set forth by the statewide College Credit Plus Advisory Committee.

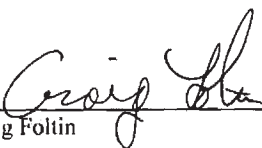
12. Faculty coordinators will be notified at the time of scheduling of a CCP course.

13. The College Credit Plus Advisory Committee will:
 - a. Maintain the integrity of the Side Agreement, including developing policies and procedures to help ensure that high academic standards are upheld in our off-campus CCP offerings.
 - b. Assist in the development of performance metrics and the annual tracking of data related to the program in order to monitor the program's progress and quality.
 - c. Maintain the integrity of the Side Agreement,

14. The secondary school must have the necessary lab facilities, equipment and software for specific course offerings. The Associate Dean, in consultation with faculty coordinators or other College faculty, will be given access to the facilities in order to make those determinations. If appropriate facilities are not available, the course in question will not be offered at that site.

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SIDE LETTER OF AGREEMENT- SL-4
LONG TERM DISABILITY INSURANCE (ARTICLE 19)

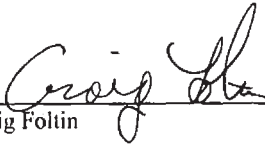
The College agrees that current bargaining unit employees, who are participants in the Alternative Retirement Plan (ARP), shall be provided with the same group disability plan at no cost to the employee.

The following employees are current bargaining unit members in the Alternative Retirement Plan:

For reasons of privacy, names intentionally deleted in copy accompanying the published collective bargaining agreement. Affected individuals each received a copy of the signed, redacted letter including the individual's name only.

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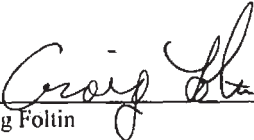
Date Signed: 8-16-16

SIDE LETTER OF AGREEMENT- SL-5
FACULTY EVALUATION PROCEDURE (ARTICLE 26)

The Joint Committee on Faculty Evaluation in conjunction with the College-wide Committee on Distance Learning are jointly charged by the College and the CCC-AAUP with developing the process pursuant to Section 26.05 (E) by which students will evaluate the teaching of distance learning courses.

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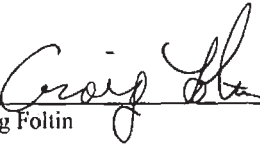
SIDE LETTER OF AGREEMENT- SL-6
COLLEGE-WIDE STAFFING DECISION

1. A system will be developed to analyze full-time CCC-AAUP faculty levels in each credit program to assist in prioritizing College-wide staffing decisions. This system will investigate the applicability of the Ohio Board of Regents (OBR) 60% full-time staffing guideline and other relevant full-time faculty staffing benchmarks to the College's full-time staffing needs subject to the College's available fiscal resources, programmatic needs, and ongoing enrollment projections.

2. The College-wide Labor Management Committee (LMC) will discuss the faculty hiring process annually.

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SIDE LETTER OF AGREEMENT- SL-7
WORKPLACE CORE CURRICULA

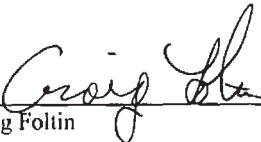
To facilitate faculty professional development and faculty service to the College, there is an agreed upon workplace environment core curriculum. The workplace environment core curricula will consist of:

1. Legal issues for faculty, including harassment and discrimination;
2. Student Affairs Code of Conduct;
3. Civility;
4. Workplace Safety and Violence;
5. Student Success.

When training involves faculty only, faculty will be involved in the development of the training program. The College will provide faculty members with the calendar of training events. Faculty can use faculty service credits for core curricula. New faculty will complete the workplace environment core curricula within their first year with the College. All faculty will be up to date on the workplace environment core curricula during the time period of this contract. Training shall not exceed fifteen (15) hours per academic year, and will be offered during both instructional and non-instructional days. For faculty who have completed the Workplace Core Curricula in a previous contract, a three (3) hour refresher course will be available that includes updates in the entire core curricula. Every effort will be made to create online versions of core workplace curricula to be available by the second year of this contract.

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SIDE LETTER OF AGREEMENT- SL-8
COUNSELING FACULTY APPOINTMENT SCHEDULE MODIFICATION

1. Peak Registration Period
 - a. Peak registration periods are defined as the periods of counseling/ advising activities between the 1st day of May through the end of the 2nd full week of the full (16 week) fall term and the 1st day of December through the end of the 2nd week of the full (16 week) spring term.
 - b. The identified Peak Registration period:

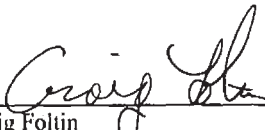
(4.5 months) summer/fall – May 1 – end of the 2nd week full (16 week) fall term (1.5 months) fall/spring – Dec. 1 – end of 2nd week full (16 week) spring term scheduled appointments will be in ½ hour (30 minute) time periods – during the defined “peak registration periods” the basic tenets of the side letter (AAUP contract item signed 11-1-07) and subsequent meet and confer remain in effect. Specifically, it was mutually agreed during Meet and Confer and later modified as the Counselors and Counseling Directors got a feel for the new situation (as instructed to do from Meet and Confer) that the following appointments are scheduled at minimum for 1 hour:

 - Career Counseling (especially when test/inventory interpretation is involved)
 - Personal Counseling
 - Preparation of ATS Contract
 - Graduation Audits
 - Financial Aid Standards of Academic Progress (SAP) Maximum Credit Appeal – this Appeal is a form of the previously noted Graduation Audit
 - Petition for Readmission
 - Quarter to semester conversion review
2. “Non-Peak: registration periods are defined as the periods of counseling/ advising activity between the 1st day of the 3rd week of the full (16 week) fall term through November 30th and the 1st day of the 3rd week of the full (16 week) spring term through April 30th. During this period of non-peak registration, appointments will be scheduled in 45 minute time periods.
 - a. The identified non-peak registration periods (2.5 month) 1st day of the 3rd week of the full (16 week) fall term through November 30 (3.5 month) 1st day of the 3rd week of the full (16 week) spring term through April 30.

- b. During this period with the approval of the Director of Counseling, Counselors have the option to increase the duration of the appointment for an emergency situation or on a case-by-case basis.
3. The appointment system will be built and reviewed jointly by counselors and directors of counseling prior to implementation.
4. During the non-peak (45 minute) periods, standard appointment prep, planning and follow-up time will be incorporated into the work day in 15 minute increments. One (1) fifteen minute period prior to the 1st appointment of the day, one (1) fifteen minute period following the last appointment prior to the lunch/dinner break and one (1) fifteen period prior to the 1st appointment following the lunch/dinner break. Any variation to the standard appointment, prep, planning and follow-up configuration must be approved by the Director of Counseling as determined by departmental coverage requirements. Prep and planning allocations for teaching activities will remain the same total number of minutes as is currently allocated.
5. Data developed on the effectiveness of the 30 minute vs. 45 minute time frames will be an inclusionary process involving counselors and the directors of counseling.
6. Every effort will be made to operationalize the agreement no later than Spring 2010.

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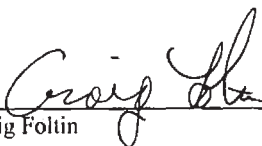
SIDE LETTER OF AGREEMENT- SL-9
DISTANCE LEARNING (ARTICLE 38)

Pursuant to Article 38, Section 38.02 of the 2007-10 collective bargaining agreement between CCC and the CCC-AAUP, the College-wide Committee on Distance Learning made certain recommendations to the Administration, CCC-AAUP, and the Faculty Senate covering definitions, office hours, and course caps. Those recommendations were adopted by a consensus of the groups and are incorporated into this collective bargaining agreement as Sections 38.02, 38.05, 38.06, and 38.07.

However, a specific exception was adopted by a consensus of the groups in 2009 for math faculty regarding an existing practice of extended seat time for testing in online courses. This exception may continue pursuant to Sections 38.02 and 38.05.

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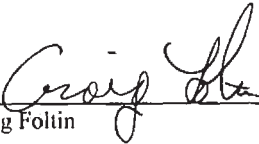
Date Signed: 8-16-16

SIDE LETTER OF AGREEMENT- SL-10
PROFESSIONAL DEVELOPMENT AND TRAVEL

While not part of the contract, the Parties agree that the language in Sections 15.01 and 15.02 will be implemented as follows. If the aggregate one-third cap is met in year one and a bargaining unit faculty member (BUF) had approved expenses that were not reimbursed in year one because the cap was met, that BUF can be reimbursed in year 2 for such year one expenses, and so also if the cap is met in year 2, that BUF can be reimbursed in year 3 for year 2 expenses; provided, however, the BUF adheres to the applicable travel policy and has timely submitted all applicable reports and/or documentation.

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Date Signed: 8-16-16

SIDE LETTER OF AGREEMENT- SL-11 FMLA APPLICATION AND EXAMPLES

Questions arose during the parties' 2010 collective bargaining negotiations between the College and the AAUP-CCC regarding the College's application of the FMLA policy. As a result, the parties agreed that it would be beneficial for the College to provide the Union with examples demonstrating how the FMLA policy will be applied to its members.

As an initial matter, when calculating the total FMLA leave for a faculty member, the College only takes into consideration the actual working contract days. Therefore, non-contract days, such as days in the summer and winter breaks, do not count against the faculty member's FMLA leave. In addition, a faculty member can receive compensation during his/her FMLA leave, only if the faculty member has accumulated sick leave available to him/her, pursuant to Article 10 of the Collective Bargaining Agreement, and the approved FMLA leave is for the faculty member or immediate family member's medical recovery. With these understandings, the College provides the following examples:

1. *The FMLA starts before and ends after a break*

A faculty member encounters a situation requiring him/her to take FMLA leave for nine (9) consecutive weeks. This event occurs in December, several weeks before the two (2) week winter break. When calculating the total FMLA leave taken by the faculty member, the College will not count the winter break time nor treat such break as turning the faculty member's FMLA leave into an intermittent leave. Thus, when the faculty member returns from the nine (9) week FMLA leave, the College will count only seven (7) of those weeks (subtracting two (2) weeks for winter break) as FMLA leave. Therefore, the faculty member would still have the remaining five (5) weeks (or nineteen (19) weeks if for military caregiver) of FMLA leave available to him/her for use during the remainder of the year should he/she encounter another event necessitating an FMLA leave. The same analysis equally applies if a faculty member's need for FMLA started before the summer break, continued throughout the summer break and into the fall session.

2. *Paid and unpaid FMLA leave*

As discussed above, a faculty member will be paid during his/her FMLA leave only if the faculty member has accumulated applicable paid leave such as sick leave available to him/her, pursuant to Article 10 of the Collective Bargaining Agreement, and the approved FMLA leave is for the faculty member or immediate family member's medical recovery. The confusion over this issue commonly arises when dealing with maternity leave. Generally, the first six (6) weeks of a maternity leave for a female faculty member who delivers a child (which can be longer if there are complications)

is for the faculty member's own medical recovery. Thus, under a typical situation, the first six (6) weeks of a faculty member's FMLA leave due to childbirth will be paid, so long as the faculty member has not exhausted her accumulated sick leave. However, after the initial six (6) weeks (assuming that there are no medical complications), if the faculty member elects to remain on FMLA leave to bond with her newborn child, the remaining six (6) weeks of such FMLA leave would be unpaid because the faculty member cannot use her accumulated sick leave for this purpose.

Thus, under the same example provided above, if a faculty member delivers a child three (3) weeks before the winter break, and elects to take the full twelve (12) weeks of the available FMLA leave starting at the time of delivery – the calculation of her FMLA leave and compensation during this leave would be as follows:

- a. First three (3) weeks: paid and counts toward FMLA leave, nine (9) weeks of FMLA leave remain available;
- b. Next two (2) weeks (winter break): unpaid and does not count against FMLA leave, nine (9) weeks of FMLA leave remain available;
- c. Following one (1) week: paid and counts towards FMLA leave, eight (8) weeks of FMLA remain available – this concludes the six (6) weeks necessary for the faculty member to medically recover from childbirth; and
- d. Following eight (8) weeks: unpaid and counts toward FMLA leave - this portion of the leave is not for medical recovery.

Accordingly, under this example, because the winter break does not count in the calculation of the FMLA leave, the faculty member would actually be able to take a total of fourteen (14) consecutive weeks off.

This same analysis would apply with equal force if a faculty member delivered a child several weeks before the summer break. The faculty member would be compensated for up to six (6) weeks prior to the start of the summer break, so long as the faculty member has adequate sick leave available to her. The faculty member would not be compensated during the summer break, but such time would not count against the faculty member's FMLA leave. Upon the commencement of the fall session, the faculty member may elect to continue her available FMLA leave to bond with her child without pay.¹

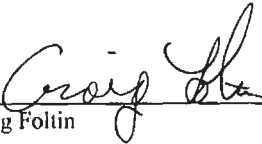
¹ Starting July 1, 2011, the College's FMLA period became a rolling twelve (12) month period measured backwards from the date a faculty member uses any FMLA leave. Thus, the faculty member who delivers a child several weeks before the start of the summer break would have available to them their FMLA leave upon the commencement of the fall session equal to twelve (12) weeks minus the actual FMLA leave taken by that faculty member during the spring session (or the preceding twelve (12) month period).

3. *Application of the FMLA leave during the summer if a faculty member committed to teach during the summer session*

If a faculty member has committed to teach during a summer session, the faculty member's FMLA qualifying leave during the summer session will count towards the faculty member's FMLA leave. In addition, if a faculty member's FMLA leave during the summer session is due to his/her own medical condition or an immediate family member's medical condition, the faculty member, pursuant to Article 10, Section 10.03 and Article 21, Section 21.02(I) of the Collective Bargaining Agreement, can only use three (3) of his/her accumulated sick days to be compensated during his/her FMLA leave period that falls during the summer session. Thus, as an example, with three (3) weeks remaining in a summer session, a faculty member who is teaching during the summer session encounters a situation necessitating nine (9) weeks of FMLA qualifying leave for the faculty member's own medical condition or an immediate family member's condition. The calculation of the faculty member's FMLA leave and compensation for this leave would be as follows:

- a. First three (3) weeks: paid for only for three (3) days and all three (3) weeks counts towards FMLA leave;
- b. Next three (3) weeks (break between summer session and start of fall session): unpaid and does not count towards FMLA leave; and
- c. Next three (3) weeks (fall session starts): paid and counts towards FMLA leave.


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Craig Foltin

Date Signed: 8-16-16

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SIDE LETTER OF AGREEMENT- SL-12
EMERGING TEACHING AND LEARNING INNOVATIONS COMMITTEE

The College and CCC-AAUP acknowledge that the experimentation and use of emerging academic technologies is critical to the ability of the College to remain competitive and provide outstanding student service and support. Both parties agree that the College needs flexibility to innovate with emerging academic technologies and pedagogies. Both parties also agree that emerging technologies and pedagogies need a means to inform and review emerging activities to ensure that College academic standards and the terms of the CCC-AAUP labor contract are maintained. Both parties agree to create an Emerging Teaching and Learning Innovations Committee in order to fulfill this need.

Emerging Teaching & Learning Innovations Committee

A. Committee Purpose: To balance the needs of the College to move in an expeditious manner while also providing a forum to thoroughly review the implications of emerging technologies and pedagogies concerning the integrity and spirit of the CCC-AAUP labor contract.

B. Committee Charges:

1. To understand and support the College's need to respond quickly to innovative opportunities and emerging academic technologies in both teaching and academic support;
2. To inform the Committee when the College intends to experiment with or use an emerging academic technology, including grant opportunities;
3. To create an innovation or pilot period (up to one year) to experiment with each respective emerging academic technology;
4. To comprehensively review the impact of piloted academic technologies or pedagogies on the CCC-AAUP labor contract;
5. To use Interest-Based Bargaining (IBB) collaboration principles between the CCC-AAUP faculty and the College to review the impact of the respective emerging academic technology on the CCC-AAUP labor contract;
6. To provide a non-confrontational mechanism for modifying labor contract terms, if necessary, during the term of the current labor contract;
7. To meet all year, including during the summer, in order to be able to respond to opportunities with short time frames;
8. To form subcommittees as needed;
9. To use internal and external subject matter experts, as needed, to fulfill the Committee's purpose;

10. To make recommendations concerning the Committee's work based on consensus;
11. To send recommendations to the College Provost/EVP, CCC-AAUP President, and CCC Faculty Senate Chair;
12. To recognize that the Committee's recommendations may be implemented in whole, in part, not at all, or as modified;
13. To recognize that if there is no agreement on CCC-AAUP labor contract problems, CCC-AAUP retains its right to file a grievance or move the issue to an LMC meeting;
14. To recognize that if there is no agreement on CCC-AAUP labor contract problems, the College administration also retains the right to move any disputed labor contract issues to an LMC meeting;
15. To review non-contractual aspects of new technology implementations if it is mutually agreeable.

C. Committee Membership

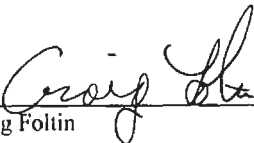
Faculty: Four (4) members appointed by CCC-AAUP President.

Administration: Four (4) members appointed by EVP Academic & Student Affairs.

Leadership: The Committee is co-chaired by a CCC-AAUP and an administrative member.

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Date Signed: 8-16-16

SIDE LETTER OF AGREEMENT - SL-13
FACULTY AND COURSE EVALUATION
DATA COLLECTION PROCEDURE (ARTICLE 26)

Charges to the Joint Committee on Faculty Evaluation

Purposes

1. To provide meaningful course and faculty evaluation data in order to continuously improve college operations;
2. To provide students with the opportunity to evaluate every faculty member and course in every term;
3. To provide unbiased and easily-accessible online questionnaires for course and faculty evaluations;
4. To provide easily-accessible guidance for students to help them make informed evaluations;
5. To encourage students to actively participate in the evaluation process;
6. To provide evaluation questionnaire results in a timely manner to the appropriate parties;
7. To develop a process that protects the anonymity and confidentiality of students and faculty;
8. To ensure that the timing and the availability of the evaluation instruments encourages student participation while minimizing bias;

Charges

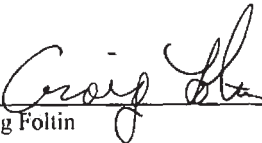
1. To develop a new online student questionnaire to evaluate faculty performance;
2. To develop a new online student questionnaire to evaluate a course and the teaching environment;
3. To develop an online student guidance document that will help students effectively evaluate faculty performance and course effectiveness. This guidance document should be linked to the student questionnaires so it is available as students begin to complete questionnaires;
4. To adapt the aforementioned student questionnaires to special course types (i.e. labs, co-ops, practicums) and non-instructional faculty;
5. To establish a course and faculty questionnaire availability time frame based on the following parameters:
 - a. Course must be 75% complete before questionnaires become available;
 - b. Questionnaires must be available for five (5) business days with a reminder prompt after three days;
 - c. Questionnaires must be completed before final exam week; and

- d. Timetable must take into consideration different term lengths (i.e. 5, 8, 12, 16 weeks) when applying above items 5a-5c.

6. To review and revise the existing faculty evaluation instrument/rubric to reflect the output from the new faculty evaluation questionnaires;
7. To develop a process that ensures that the faculty evaluation results are aggregated on a discipline wide basis for the purpose of institutional analysis by Planning and Institutional Effectiveness (PIE) with no attribution to any individual faculty member;
8. To develop a process that provides a timely distribution of a faculty member's evaluation results directly to the individual faculty member only;
9. To develop a process that provides a timely distribution of a faculty member's evaluation results for the academic term preceding a faculty member's Dean/Director's evaluation to the Dean as well as the faculty member; and
10. To annually review the faculty and course evaluation instruments and procedures and make improvements, as needed. The goal is to have a stable set of instruments and procedures by August 15, 2016.

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Date Signed: 8-16-16

SIDE LETTER OF AGREEMENT - SL-14
FACULTY GRANTS ADVISORY COMMITTEE

Definition

Grant is defined as a funding award made on the basis of submitted proposals, usually in response to application guidelines, with specific terms and conditions (including reporting requirements) and defined goals and objectives that need to be met.

Purposes

1. To encourage faculty involvement in the grant process;
2. To meet and review grant opportunities on a timely and consistent basis;
3. To provide feedback on grant opportunities to faculty and other relevant parties;
4. To identify relevant and interested faculty to join the grant opportunity (if appropriate);
5. To disseminate potential grant funding opportunities to faculty to determine if there is interest in developing a proposal;
6. To have access to a tracking system for grant opportunities that will identify involved faculty and their roles, grant proposal pursuit status, grant award status, and awarded grant timelines; and
7. To have access to grant proposals and related budgets.

Membership

This Committee shall have nine (9) members and be co-chaired by CCC-AAUP and the administration.

Faculty: Six (6) faculty, three (3) from CCC-AAUP and three (3) from Joint Faculty Senate.

Administration: Three (3) administrative staff as needed by the committee

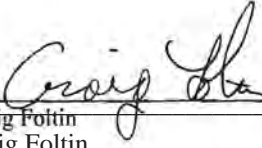
Administrative Officer: Vice President of Academic Affairs

Charges

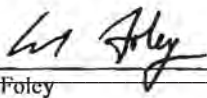
1. To schedule regular meetings to review grant opportunities;
2. To communicate to faculty grant funding opportunities and status;
3. To encourage faculty involvement in the grant process;
4. To identify prospective faculty for involvement in grant opportunities;
5. To identify and ensure credit for faculty intellectual property included in grants; and
6. To provide a summary report of grant opportunities per academic year.

CUYAHOGA COMMUNITY COLLEGE

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PROFESSORS



Craig Foltin
Craig Foltin



Ed Foley
Ed Foley

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Date Signed: _____

SIDE LETTER OF AGREEMENT SL-15
NON-CREDIT FACULTY TEACHING OPPORTUNITIES

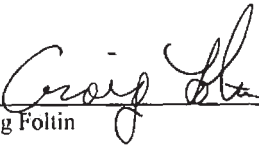
Cuyahoga Community College (College) and the American Association of University Professors (AAUP) recognize the value in having bargaining unit faculty members teach in the College's non-credit program offerings. Bargaining unit faculty are uniquely positioned to seamlessly incorporate outcomes, objectives, assessment and processes in non-credit offerings that directly relate to credit courses and degrees. Currently no mechanism exists which provides faculty an opportunity to teach non-credit offerings and receive Equated Semester Unit (ESU) credit towards their contractual full-time teaching load.

1. Therefore, the College and the AAUP agree that, for bargaining unit faculty teaching courses as non-credit or non-credit courses that have been academically adjusted to be eligible for credit, the faculty member will receive one (1) ESU for each fifteen (15) contact hours of teaching.

2. For teaching courses as non-credit or non-credit courses that have been academically adjusted to be eligible for credit at less than fifteen (15) contact hours of teaching, ESU's will be prorated at the one (1) ESU per fifteen (15) contact hour rate, or .067 ESUs for each contact hour.

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SIDE LETTER OF AGREEMENT - SL-16
SALARY ADVANCEMENT

Cuyahoga Community College (the College) and the American Association of University Professors (AAUP) have agreed to a system of salary advancement for faculty who attain additional education. The procedure for advancement is contained in Section 16.04 and applied in Appendices A, B, and C of the Collective Bargaining Agreement between the College and the AAUP (the Agreement). This advancement structure, memorialized in a Doctoral Criteria Report (the Report) has been in place since 2007. In light of the parties recognizing changes have taken place in both higher education and subject disciplines since then. Specifically, the College and the AAUP have created a list of certifications in the field of Information Technology, and created an equivalent number of credit hours that can be applied under Section 16.04 and the Appendices for salary advancement.

1. Therefore, the College and the AAUP to amend Section 16.04 of the Agreement to incorporate a revised Doctoral Criteria Report that includes the list of eligible certificates (entitled IT Center of Excellence - Preferred Certifications and is on file at the AAUP office and at the Office of Academic and Student Affairs) and the equivalent amount of college credit hours for the discipline of Information Technology.

2. Within each of the eight (8) IT disciplines listed in the Attachment, a faculty member will earn the listed number of credit hours for each completed certificate. However, the College Credit hours are cumulative within each discipline.

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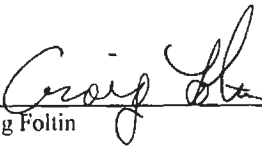
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SIDE LETTER OF AGREEMENT- SL-17
YEAR LONG SCHEDULING PROJECT

Cuyahoga Community College (College) and the American Association of University Professors, Cuyahoga College Chapter (CCC – AAUP) agree to work collaboratively and in partnership to create a comprehensive annual College-wide schedule including modalities of delivery which under no circumstances will be implemented, either in whole or in part, absent the mutual written consent of both the College and CCC – AAUP.

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SIDE LETTER OF AGREEMENT - SL-18

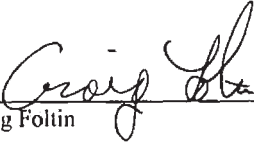
FACULTY ACCEPTING ADMINISTRATIVE ASSIGNMENTS

- a. Any faculty member going into an administrative agreement will maintain their tenure/seniority.
- b. The employee will pay into the retirement plan that represents the position into which they are going to assume; hence, the Administrative Assignments will then participate in the OPERS plan.
- c. If the assignment is three (3) years in duration, the determination of whether to continue into the third year will be made after review of two (2) years of performance.
- d. A Lecturer/Lectureship will be available to backfill for classroom/instructional responsibilities.
- e. If the faculty member desires to go back to an instructional faculty member position (classroom) before the end of the “planned duration” the timing will be at the beginning of a semester.
- f. Every effort will be made to return faculty to their home campus.
- g. No AAUP dues will be withheld during the assignment; the AAUP will welcome the faculty member back upon completion of the administrative assignment.
- h. Typical schedule for the administrative assignment will be 8:30a.m. – 5:00p.m., Monday through Friday.
- i. Payroll for the administrative assignment will be spread over 26 pays.
- j. Faculty member will be allowed to accrue and use vacation; however, the vacation will not be paid out or carried over if any is remaining at the end of the administrative assignment.
- k. Assignments will be scheduled to end either in June or December.
- l. The ability to teach one (1) class a semester as an adjunct faculty member will be available.
- m. Upon completion of the assignment, individuals will be returned to where they would have been had they not assumed the assignment (i.e. time in assignment will count toward rank)
- n. Every effort will be made to keep the faculty member whole.

- o. Assignments can be extended as long as both parties mutually agree upon the terms and conditions for the extension.
- p. Salaries for the assignments will be determined using the ranges for the grade upon which the job is set (i.e. Director assignments at grade 14, Executive Directors at grade 15).

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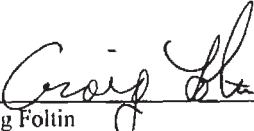
SIDE LETTER OF AGREEMENT SL-19
FACULTY ROLE CLARIFICATION

Cuyahoga Community College (the College) and the American Association of University Professors (AAUP) recognize the value the bargaining unit members provide in professional service activities, not only to their profession, but to the community and students as well. The Parties also recognize that the bargaining unit members have a long and entrenched tradition of providing students with guidance and advice, both formally and informally, which has greatly enhanced the student experience. The Parties also agree that each counselor, librarian and instructional faculty member has an essential yet distinct role in advising and counseling students, directly contributing to our students' academic success and completion.

1. Therefore, the College and the AAUP agree that counseling and advising responsibilities for instructional faculty, counselors, and librarians will be clarified and memorialized in the attached Appendix D – Position Specification: Instructional and Non-Instructional Faculty, which is incorporated herein.

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SIDE LETTER OF AGREEMENT - SL-20

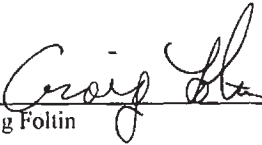
**ACKNOWLEDGMENT FOR CONTRIBUTIONS
TOWARD STUDENT SUCCESS, RETENTION
AND COMPLETION RATES**

Cuyahoga Community College (College) is committed to providing high-quality, accessible and affordable education opportunities and services and helping its students reach their educational goals. Members of the Cuyahoga Community College chapter of the American Association of University Professors (AAUP) have a vital role to play in helping our students succeed. This academic year, the members of the AAUP have contributed greatly of their time and expertise on a number of important student success initiatives, including but not limited to: One Door, Many Options for Success; the College-wide Schedule Project; the Centers of Excellence; the First Year Experience initiatives; the Meta Majors projects; the creation of the Mandel Center for Humanities; and many other committees and projects. This dedicated work from the AAUP members is reflected in the College's record graduation, completion and retention rates.

In recognition of the numerous contributions of the AAUP membership in reaching our student success and completion of goals, the College and the AAUP agreed to provide each member with a one-time stipend of five hundred dollars (\$500). This stipend will be funded from the Faculty Development Fund.

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