



AGREEMENT

between



**COLUMBUS STATE
COMMUNITY COLLEGE (CSCC)**

and



**COLUMBUS STATE
EDUCATION ASSOCIATION (CSEA)**

JULY 1, 2017 – JUNE 30, 2020

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ARTICLE 1 – RECOGNITION

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

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

The bargaining unit shall include: Full-time faculty members of CSCC, including instructors, assistant professors, associate professors, and professors; annually contracted faculty (outlined in Article 22); and those full-time temporary faculty outlined in Section (B). The bargaining unit shall exclude: Adjunct faculty members; those full-time temporary faculty members outlined in Section (A); heads/directors of non-academic departments or programs; Chairpersons of academic departments; administrators at the level of department Chairperson and above, including by way of illustration: Deans, Chief of Staff, Senior Vice Presidents, Vice Presidents, associate Vice Presidents, assistants to the President, counselors, and library employees.

Full-time, temporary faculty fall into two categories:

- A.** Those faculty who are used, for a period not to exceed two (2) consecutive semesters, to replace full-time tenure-track faculty who:
 - 1. are on any form of paid and/or unpaid leave;
 - 2. are on sabbatical; or
 - 3. are off summer semester.
- B.** Faculty who are hired through the search committee process outlined in Article 39 for a temporary period to meet the needs of the College, such as enrollment demands. Should a temporary faculty member hired under Section (B) become a permanent full-time faculty member, the time served as temporary faculty will be considered for the tenure and promotion process as outlined in Article 38 of the Contract, as well as College Policy and Procedures pertaining to promotion and tenure. Temporary faculty members hired under this Section will be required to hold office hours and will be subject to Mission and Learning Support requirements as outlined in Article 4.

ARTICLE 2 – PAYROLL DEDUCTION

Section 2.01 – Authorization of Deductions

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

Section 2.02 – Termination of Deductions

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

1. termination of employment;
2. transfer to a job classification outside the bargaining unit.

Section 2.03 – Deduction Period

All authorized deductions will be made from the Association member's pay on a regular basis, October 15th through May 31st. Pay deductions shall be transmitted to the CSEA Treasurer monthly, with a list detailing the names of the members and the amounts deducted for Association dues from each member, October 31st through May 31st. The College shall levy no charge upon the Association for administering the payroll deduction.

When a Bargaining Unit Member takes an unpaid leave of absence, or is otherwise separated from active employment at Columbus State Community College, the balance of the Association dues to be deducted for that year shall be withheld from the member's last paycheck.

Section 2.04 – Payroll Deduction of Fair Share Fee

The College shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Section 2.05 – Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to Human Resources on or about September 15th of each year during the term of this Agreement

for the purpose of determining amounts to be payroll deducted, and the College agrees to promptly transmit all amounts deducted to the Association.

Section 2.06 – Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the calendar year, the payroll deduction shall commence on the first pay date on or after the later of sixty (60) days of employment in a bargaining unit position or January 15th.

Section 2.07 – Transmittal of Deductions

The College further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

Section 2.08 – Procedure for Rebate

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

Section 2.09 – Entitlement to Rebate

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

Section 2.10 – Indemnification

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

ARTICLE 3 – NO STRIKE/NO LOCKOUT

Section 3.01 – No Strike

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

Section 3.02 – No Lockout

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

ARTICLE 4 – FACULTY WORKLOAD AND RESPONSIBILITIES

Section 4.01 – Purpose

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

Section 4.02 – Overview

A. Tenure-Track Faculty Workweek:

- **Instructional and Reassigned Workload:** The standard instructional load (i.e., standard minimum workload) is thirty (30) contact hours per academic year as provided in Section 4.03.
- **Contact Hour:** A contact hour is one lecture, laboratory or clinical hour. Contact hours may be voluntarily reassigned to other work as provided for in this Agreement.
- **Grading and Class Preparation:** Twelve (12) hours per week each semester.
- **Office Hours:** Faculty are required to hold eight (8) hours per week each semester as provided in Section 4.04.
- **Mission and Learning Support:** Faculty will be required to undertake a minimum of five (5) hours per week in Mission and Learning Support activities that are not grading and class preparation, as provided in Section 4.05.

B. Faculty Workday

Faculty shall normally not have fewer than twelve (12) hours between the end of their last class/office hour on one day and the beginning of the first class/office hour on the following day without the approval of the faculty member. Exceptions to this are:

- to report for a Department meeting.
- to report for In-Service Day.
- to report to teach a course that enables faculty to fulfill their workload.
- to report to teach a course for which they are the only qualified faculty.

C. In-Service Day and Day of Service

It is understood that department meetings will generally occur on In-Service Day. Faculty are expected to work at least six and a half (6.5) hours on any In-Service Day. Attendance at the morning plenary session is expected and is included within the six and a half (6.5) hour requirement. Any absence during said six and a half (6.5) hours will require appropriate leave for the actual time missed.

If a faculty member has established web hours that day that are posted and are required to be worked, then the six and a half (6.5) hours can be adjusted/modified when approved in advance by the Chairperson. If a faculty member is scheduled to teach evening classes on In-Service Day, the faculty member shall be released from attending In-Service Day activities for a number of hours equal to the faculty member's scheduled teaching and office hours that evening.

Section 4.03 – Instruction

Effective Spring semester 2018, the College and faculty will finalize the workload one week prior to the public release of the master schedule. The Chairperson has the discretion to adjust the faculty workload in response to unforeseen circumstances or operational need, including but limited to adequate staffing of classes, adapting to enrollment changes, and meeting accreditation requirements. In order to compensate for these changes, the Chairperson will allow the affected faculty to make additional adjustments to their assigned workload in a manner that does not negatively impact the established schedules of other full-time faculty. Unless otherwise provided in this Agreement, effective Autumn semester 2018, all faculty are required to teach in their respective program or discipline. Shared courses, interdepartmental plan of study courses, and courses created by faculty members from two (2) or more different departments are considered home department teaching regardless of the department in which the course is listed.

The faculty workload calculation for a section of a distance-learning course will be the same as for a traditional section of the course. All faculty are required throughout each semester to post in the College's Learning Management System's gradebook, in accordance with their department's grading guidelines, at least within ten (10) business

days of the assignment due date, all points and grades that contribute to a student's final grade.

The parties support experimental models of course delivery for those faculty who volunteer and are approved by the Chair to teach using such delivery models. During the life of this Agreement, an experimental model will only be implemented as a replacement for current delivery models after discussion between the College and the Association per Article 13, and after going through an appropriate faculty review process.

A. Course Scheduling and Assignment

1. Determination of Course Offerings

At the departmental level, the schedule is managed and set by the Chair. The Chair may modify the schedule in consultation with the faculty. The final decision to offer a specific course and/or section shall be made by the Dean. If there is a concern or question about the decision, upon request, the Dean will give the tenure-track faculty a rationale for the decision.

2. Scheduling Considerations

As the Chairperson, or their designee, makes course/section assignments, they will take faculty seniority, the faculty member's preference, their assigned campus, and the faculty member's full-time status into consideration. If these assignments cannot be agreed upon, the Chairperson shall retain authority to make a final determination of course assignments. Upon request, the Chairperson will give the faculty member the rationale for the assignment. The faculty member may request a meeting with the Chairperson and the Dean to discuss further the rationale of the assignment. An Association Representative may be present at such a meeting.

It is expected that faculty will focus on meeting their workload within their department and content area. However, a faculty member, Chair, or Dean may request that a fully qualified faculty member teach across disciplines and academic departments in order to meet operational need or if a faculty member who is fully qualified to teach in the requested department or discipline is unable to meet their standard minimum workload or desired overload within their department. Any such requests to teach across departments must first be submitted to the home department Chairperson for consideration. Chairs of both impacted departments must agree to grant a faculty member's request to teach overload hours across disciplines and academic departments, and the request will be considered after all full-time faculty of the department in which the faculty member seeks to teach have selected their desired overload. Such requests will not be unreasonably denied and full-time faculty requests will not be denied in favor of a newly hired adjunct instructor.

Cross-departmental teaching is voluntary and faculty may decline a request from another department to teach outside of their home department.

3. Seniority

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

- Continuous service shall mean performing two (2) or more semesters as faculty in an academic year, not interrupted by resignation. Seniority shall not accumulate during an unpaid leave of absence, lay off, or other services or employment outside the bargaining unit for a period of thirty (30) or more days. Issues regarding the application of equal seniority shall be determined by the College, after discussion with the Association.
- When scheduling full-time faculty members, seniority shall be defined as years of experience teaching within a program or discipline at CSCC as a tenure-track faculty member. For Chairpersons or academic administrators who have returned to full-time faculty status, seniority shall be accumulated at the rate of one academic year of experience for every three (3) academic years of teaching while serving as a Chairperson or academic administrator in accordance with Article 40.

4. Course Selection

Tenure-track faculty will be given preference for their standard instructional and reassigned workload hours selected at their assigned campus (Columbus or Delaware) and the amount of overload hours allowed under this Agreement. If the College determines there is an enrollment decline impacting a faculty member's ability to meet their standard minimum workload within a department, the College will make every reasonable effort to offer work that completes the standard minimum workload.

ACF will be given preference of assignments to reach their maximum workload hours after tenure-track faculty have selected overloads and before assignments to adjunct faculty.

Ultimately, course assignments are subject to the department Chairperson's discretion.

By the start of Spring semester 2018, the College, the Association, and the Academic Council will form a committee to develop recommendations on a standardized process that would apply to the manner in which faculty within a department equitably rotate through the course selection process in order to reach their full workload. By February 28, 2018, the committee will submit to the Senior Vice President of Academic Affairs those recommendations for consideration and final determination. The Senior Vice President of Academic Affairs will collaborate with the Association and Academic Council as a part of his/her review process. By the start of Summer semester 2018, the Senior Vice President of Academic Affairs will

communicate to faculty the approved process. Modifications to the process shall apply to the master schedule for Autumn semester 2018 and beyond.

5. Course Development and Course Offerings

The provisions of Article 9, with regard to College-owned work-for-hire, apply to course development, revision, and redesign. When a course is offered or proposed for development, or a course is subject to revision or redesign in any modality, the College will extend to qualified tenure-track faculty the right of first refusal to teach, revise, or redesign the course. If qualified tenure-track faculty refuse the opportunity to develop, teach, revise, or redesign a course, the College will offer the opportunity to a qualified ACF or a qualified adjunct instructor.

Until Autumn semester 2018, the terms of Article 4.03(A)(3) in the Agreement effective July 1, 2014 to June 30, 2017 will apply to course development. Effective Autumn semester 2018, the following provisions apply to course development, revision, and redesign:

- a.** The full-time faculty who develop a new course in any modality shall have the right of first refusal to teach the course, for the first two (2) semesters following development, up to a full workload. Thereafter, full-time faculty shall have the right of first refusal to teach the course for up to two (2) sections per semester for the next five (5) semesters in which the course is offered.
- b.** During the above seven-semester period, the full-time faculty developer assumes responsibility for maintaining the accuracy and currency of the departmental shell for that course as part of their instructional duties. Those responsibilities continue for so long as the original full-time faculty developer continues with the course. If the original full-time developer is replaced by another full-time faculty, that successor will assume those responsibilities. Any recommendations to the responsible developer for revision or redesign shall be made only by the Chairperson with agreement of the Department curriculum committee.
- c.** After the initial seven-semester period, if the original developer elects not to continue, or declines or refuses to implement recommendations for revision or redesign, the Chairperson may retain a new full-time faculty member as a successor developer. If the original developer continues, or if other full-time faculty are subsequently assigned, they shall then be considered the developer of the course and assume the right of first refusal to teach the course for two (2) sections per semester for the next five (5) semesters. The evaluation process would then repeat.

6. Flex Courses

A flex course is a course in any modality that either begins before, or extends beyond, the standard ten (10) or sixteen (16) week semester. Full-

time faculty may teach flex courses as part or all of a full-time workload. Full-time faculty may also teach flex courses as an overload.

Flex courses taught entirely during semester breaks shall be excluded from maximum allowable overload workload.

The Mission and Learning commitment to the department, the division, and the College will encompass the entire semester. Therefore, during Autumn and Spring semesters faculty will hold their required weekly office hours during each week of the semester. During Summer semester, faculty may meet their entire semester's office hours requirement during the flex term with prior approval from the Chairperson.

7. Multi-Campus Assignments

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

B. Class Size and Compensation

Class size will be determined by the College's mission, values, and goals.

The College considers reasonable minimum class size to be twelve (12) students. There is no guarantee a section will run with an enrollment of fewer than twelve (12) students. The College understands there may be classes with a maximum capacity below twelve (12) students due to extenuating circumstances, such as limited course and/or room resources, or graduating student need. Those sections will be exempt from this provision and an appropriate section capacity will be determined by the Chairperson in conjunction with the faculty. Internship, clinical, and practicum sections are also exempt from this class size standard and will be staffed in accordance with program accreditation standards.

The Chairperson, in consultation with the Dean, may temporarily increase by up to four (4) students the maximum class size in a section in order to mitigate the impact of deregistration. After the deregistration period, the Chairperson will restore the affected section to the original maximum class size, and no student will be signed into a section above the cap without the permission of the instructor.

C. Low Enrollment Section Compensation

A full-time faculty member will not be required to teach a class at the low-enrollment rate.

1. Sections with a Cap of 20 or Above:

If the College decides to run a section with fewer than twelve (12) students, then the course will be paid at the low enrollment compensation rate.

If a section, subject to the minimum class size, has twelve (12) or more students enrolled on the first day of the semester, the instructor will be compensated at 100% of the contact/load hours for the course. If the College decides to run a section, subject to the minimum class size, with

fewer than twelve (12) students the following formula will be utilized to calculate the faculty workload:

- 1 – 4 Students = 0.25 x section contact hours
- 5 – 8 Students = 0.50 x section contact hours
- 9 – 11 Students = 0.75 x section contact hours

2. Sections with a Cap of Less than 20:

For courses other than those excepted in Section 4.03(B), or for a course with a section cap lower than twenty (20), the following formula will be utilized to calculate the faculty workload:

- 1 – 24% of the section cap = 0.25 x section contact hours
- 25-44% of the section cap = 0.50 x section contact hours
- 45-59% of the section cap = .75 x section contact hours
- 60% and above the section cap = 1.00 x section contact hours

3. Exceptions to Standard Low Enrollment Section Compensation Rate

Exceptions to apply the standard low enrollment compensation rate referenced in 4.03(C) include, but are not limited to, internships, clinicals and practicums. These types of courses will be staffed according to program accreditation standards. Instructional workload will be calculated by headcount or by lab-hour ratio as established by the department. Identification of courses that apply under this section will be determined by the Chairperson and Dean with approval of the Senior Vice President of Academic Affairs.

4. Decision Point for Section Enrollment Compensation Rates

On the 7th day of the semester, or the following business day (Monday – Friday), sections deemed as low enrollment on the first day of the semester will be reviewed. If the section enrollment has increased, an adjustment to the faculty member's workload is made based on the above formula. If the section enrollment increases to twelve (12) or more, the faculty member is compensated at 100% of the contact/load hours for the course. If the section enrollment has decreased, the faculty member will be compensated based on the number of students enrolled on the first day of the semester.

D. Distance Learning (DL)

DL is any learning arrangement in which the instructor/facilitator is physically removed from the learner. The intent of DL is to broaden access for the student. This learning arrangement may be synchronous or asynchronous and may have high or low technology requirements. DL outcomes are qualitatively equivalent to those achieved in a more traditional learning arrangement.

Adequate equipment and technical support personnel will be available to support the course offerings. A distance-learning course will deliver the required content,

meet the required objectives, utilize similar assessment methods, and be comparable in the degree of rigor and interactivity as the traditional sections of the course. It is understood that the instructor of record in a distance-learning course will spend time on instruction equal to the contact hours of the course, in addition to their office hours and the time spent on evaluation of student assignments.

The maximum class size of a distance-learning section shall be the same as the maximum class size of its corresponding traditional section.

The College acknowledges in some instances multiple single sections may be combined into one large section. In order to be considered a multiple section class, the section must meet the section capacity plus have twelve (12) additional students enrolled on the first day of the section.

E. Lateral Transfers Between Departments/Programs

The Association and the College recognize that in rare circumstances, a full-time faculty member may wish to transfer from one department/program to another department/program in which there is a full-time faculty vacancy. If, upon consultation with the tenure-track faculty within the department who are serving on the search committee, the Senior Vice President of Academic Affairs, the Dean and the Chairperson of the department with the vacancy, agree that the faculty member who wishes to transfer into that position meets the qualifications for the vacant position, the College may forgo the normal search process and allow the faculty member to transfer into the vacant position. The faculty member who transfers will maintain his/her current tenure status, rank, and salary.

If the Senior Vice President of Academic Affairs, the Dean and the Chairperson of the department with the vacancy wish to interview other candidates for the vacant position and do not decide to forego the normal search process, then the faculty member desiring a transfer may still apply for the vacant position through the normal full-time faculty search process. Any current faculty member hired through this process shall retain his/her tenure status, faculty rank, and salary.

Section 4.04 – Tenure-Track Faculty Office Hours

Faculty are required to hold eight (8) office hours per week each semester. Six (6) of those eight (8) hours must be regularly scheduled on campus and communicated to the students at the beginning of the term. These hours will be scheduled and posted, and faculty will provide written notification of those hours to the department Chairperson or their designee, who will post a departmental summary of office hours. The faculty member may use the remaining two (2) hours flexibly in order to respond to students' needs via "virtual office hours," such as email, chat rooms, or other existing or emerging technologies. Office hours should correspond with departmental responsibilities, learning activities, and reasonable student access. No leave is required for the canceling of posted office hours if initiated or sanctioned by the College, such as attending conferences, department meetings, the College In-Service Day, and any other Mission and Learning Support Activity as approved by the Chair. Faculty who are late for or miss scheduled

office hours for unforeseen reasons may make up those hours provided the faculty member:

- Makes every effort to give notice in advance to their students and to the Chairperson or designee; and
- Reschedules the office hours during that particular week

If the above two (2) items are not followed the appropriate leave must be taken.

Any planned amendment to previously posted and scheduled office hours must be agreed upon by the Chairperson and the faculty member. Such requests shall not be unreasonably denied. Faculty who miss scheduled office hours without adjusting those hours must inform the Chairperson and take appropriate leave.

A faculty member may serve up to two (2) of their scheduled campus office hours in an alternate location, such as a tutoring lab, as long as the faculty member has prior approval from the Chairperson. On occasion, faculty members may hold their scheduled campus office hours at an alternate location on campus. The faculty member must post notice of this change in a conspicuous location.

Faculty are responsible for their eight (8) office hours during finals week. They may adjust the six (6) posted campus office hours provided they are posted and shared with students and the Chairperson prior to the start of finals week.

Section 4.05 – Mission and Learning Support

Effective Autumn semester 2018, Mission and Learning Support activities should generally be related to the promotion and tenure categories of Teaching and Learning Activities, Professional Activities, and Service Activities, and/or the overall goals and initiatives of the College. Tenure-track Faculty will be required to undertake a minimum of five (5) hours per week in Mission and Learning Support activities that are not grading and course preparation. The specific nature of these activities may vary depending on individual expertise, College need, and faculty rank. Examples of these activities include serving in a role (participatory, actively contributing, or leadership) in the work of the College and the profession, pursuing various professional activities, and participating in committees.

A written, faculty-developed Mission and Learning Support plan shall be submitted as part of the Faculty Annual Performance Appraisal. Within the appraisal, faculty will describe the work they did during the year that furthered the mission of the College along with their proposed plans and goals for the coming academic year. This Plan will describe clear and detailed objectives and measurable outcomes to provide guidance to the faculty member in selecting activities that support the College's mission, meet department and division needs, enhance the learning environment, and contribute to the tenure and promotion process. This Plan will be discussed with the Chairperson and agreed upon, or modified, until final agreement is reached. At any point during the year, either the faculty member or the departmental Chairperson may request a change in this Plan. If such changes negatively impact the departmental initiatives, then the change can only

be altered by agreement. The Annual Appraisal documents the objectives achieved in this component for workload.

A. Professional Development

Both parties recognize that professional development is a necessity for faculty development, maintenance of professional credentials, and the advancement of the mission of the College. Furthermore, "Professional Development" is a category that many faculty have depended on for purposes of promotion and tenure, and full-time faculty at Columbus State have a well-established history of ample opportunities for professional development, including reimbursement for conference registration fees and other travel expenses necessary to support and advance the College's mission.

The Senior Vice President of Academic Affairs will decide how much funding will be considered along with other budgetary priorities that may arise. However, a minimum of \$300,000 will be designated for professional development by the Academic Council Faculty Entry Training and Professional Development Committee and will be distributed among departments based on priorities determined by individual departments. Faculty committees within each department and/or division will be convened to determine what continuing education needs exist, decide on conference priorities, and allocate department funds accordingly. As a part of the evaluation process, faculty committees will make every reasonable effort to approve development opportunities for junior faculty within each department and/or division.

Section 4.06 – Advising

The College will maintain the advising model consisting of embedded advisors for each division to work specifically with students of the division. The Administration and CSEA will create a joint Advising Committee to evaluate the impact of this new advising model on the advising workload for faculty. The Committee will consist of three (3) tenure-track faculty representing each division appointed by CSEA, and the Administration shall appoint three (3) members to the Committee. If the joint committee finds that the embedded advising model is not adequate to meet the advising needs of students and/or if it does not provide adequate relief to faculty, then the Committee will send its findings and improvement recommendations to the Association/Labor Management Committee for further action.

Section 4.07 – Mandatory Department Meetings

Faculty attendance will be required at no more than four (4) department meetings per semester. These meetings shall be scheduled at least two (2) weeks in advance.

If an emergency department meeting must be called with less than two (2) weeks notice, the Chairperson will announce such meetings as soon as practicable. Attendance at these meetings is mandatory and does not count as one of the four (4) department

meetings per semester referenced above. In these instances, faculty will be paid at the meeting rate.

Faculty members will make every attempt to attend each of these meetings, but will be required to take leave if they are not able to do so. If the meeting conflicts with a faculty member's class schedule or mission and learning, the faculty member will inform the Chairperson and, in response, the Chairperson will communicate to the faculty member which shall take priority.

Section 4.08 – Supplemental Contracts

A. Summer

Tenure-track faculty are eligible for Summer semester teaching assignments. Such requests are to be filed with the designated administrator by March 1 of the given year. A full load for Summer semester will be twelve (12) contact-hours, six (6) office hours, all of which must be scheduled on campus, five (5) Mission and Learning Support hours, and nine (9) hours for grading and class preparation. The summer salary for full-time faculty shall be computed as follows: by taking the faculty member's daily rate of pay (i.e., 2-semester salary divided by 170 days), multiplying by 55 and then applying the appropriate percentage up to 100%.

B. Overloads

Tenure-track faculty have first preference to select overloads before ACFs will be given preference to reach their maximum instructional workload hours.

If sections are available, Chairpersons will grant a tenure-track faculty member overload if the faculty member is meeting his/her workload responsibilities. The teaching of an overload assignment by a tenure-track faculty member shall be entirely at the faculty member's discretion. During Autumn or Spring semester, an overload will be anything over fifteen (15) hours. During Summer semester, an overload will be anything over twelve (12) hours.

In Autumn and Spring semesters, the maximum tenure-track faculty overload shall be nine (9) contact hours per semester, not to exceed eighteen (18) per academic year. Pay for full-time faculty members shall be in accordance with Article 24, Overload Pay.

C. College Initiatives

Initiative contracts will be provided to full-time tenure-track faculty for hours to be spent on College Initiative projects. These hours will be paid at the current overload rate. College Initiative projects are those bodies of work that would not normally be considered Mission and Learning Support or reassigned hours. The Chairperson and faculty member will identify the appropriate amount of hours per project and forward recommendations to the Dean for final approval. In most cases these initiatives are driven by external mandates or expectations of the College, such as but not limited to:

- Ohio Department of Higher Education initiatives
- University System of Ohio Strategic Plan initiatives
- Major grant leadership
- College Credit Plus

Section 4.09 – Reassigned Hours

Reassigned hours are distinguished from Mission and Learning hours and include "leadership roles" at the College. These are lead instruction, program coordination, and special project management. There are many other opportunities within the faculty member's expertise for which full-time faculty may receive release time assignments that are not defined as leadership roles above. Open leadership roles for Faculty Fellow positions and for lead instruction, program coordination, and special project management positions shall be communicated to all tenure-track faculty at the College and applications from qualified tenure-track faculty shall be solicited.

Qualified full-time tenure-track faculty in the department/program shall be given the right of first refusal on any release time opportunity. If no tenure-track faculty member in the department/program wishes to accept the leadership role, the Association President will be notified, and qualified ACF in the department/program shall be given the opportunity. If no qualified ACF in the department/program accepts, the Chair may assign the opportunity to a qualified adjunct instructor. The Chair has the discretion to allow adjustments of reassigned hours in response to operational need or unforeseen circumstances.

The full-time faculty member has the right to request the assistance and participation of an Association representative in the reassigned hours process. The specific agreed upon hours, duties, and responsibilities for any reassigned hours shall be recorded in writing and signed by both the full-time faculty member and the Chairperson. This document shall be executed at least one week prior to the public release of the master schedule for the term in which the reassigned hours will occur. For reasons related to operational need, the reassigned hours may be amended thereafter upon agreement of the faculty member and the Chairperson.

The amount of reassigned hours is negotiated and calculated based on the sixteen-week semester model. It is assumed that, for every reassigned hour granted, two (2) hours will be dedicated to the task. The faculty member will adjust his/her workload for each reassigned hour as follows: one hour from direct instruction and one hour from grading and class preparation.

Program Coordinator and Lead Instructor are voluntary roles appointed by the Chairperson, except in the case of small programs that may only employ one full-time faculty. Qualified full-time tenure-track faculty in the department/program shall be given the right of first refusal on these leadership roles. A full-time faculty member assuming one or more of these roles is not required to perform every task within the range of possible functions listed below. However, the faculty member(s) will perform specific Lead Instructor/Program Coordinator duties and responsibilities upon which the faculty

member and Chairperson agree for the upcoming term. For reasons related to operational need, the agreed upon duties and responsibilities may be amended thereafter by mutual agreement of the faculty member and Chairperson. Both positions may provide administrative support and assistance to the department Chairperson.

Lead Instructors and Program Coordinators are not precluded from accepting supplemental contracts, which may include additional reassigned hours for approved projects.

Departmental or other College staff will provide support to faculty in these leadership roles to complete tasks that do not require specialized knowledge and expertise. These faculty should work closely with department Chairpersons in obtaining the necessary clerical support in fulfilling their roles.

The total number of Lead Instructor and Coordinator hours will not fall below 600 during the term of this Agreement.

A. Lead Instructor

Lead Instructor is a voluntary position held by full-time faculty at the request of the Chairperson. Lead Instructors provide academic leadership and support for departments and department Chairpersons. While Lead Instructors have no administrative authority over other full-time or adjunct faculty, their assistance is important in helping department Chairpersons effectively manage multifaceted departments. The range of Lead Instructor reassigned hours are from one (1) to eight (8) hours per semester, based upon the Chairperson's determination of operational need.

The following roles delineate a range of possible Lead Instructor functions that a Chairperson may identify as needed for the department:

1. Adjunct Faculty

- a. Coordinate meetings and communications.
- b. Assist in the development of staffing plans.
- c. Recommend new adjunct faculty for hire and the continuation of adjunct faculty contracts.
- d. Assist in the completion of classroom observations of adjunct faculty.
- e. Conduct orientation/mentoring for new adjunct faculty.
- f. Review and assist adjunct faculty in the development of syllabi, exams, and course material.

2. Curriculum

- a. Coordinate the process of textbook adoption.
- b. Lead review and update of course outlines, syllabi, exams, and course materials.

- c. Coordinate curriculum design, revision, and assessment of student academic achievement.

3. Facilities

- a. Troubleshoot issues and condition of classrooms and labs.
- b. Monitor condition of specialized equipment.
- c. Facilitate software requests as needed for computer labs and classrooms.

4. Students

- a. Mediate student concerns and/or refer student complaints to the department Chairperson if the situation warrants.

5. Academic Leadership

- a. Lead the process of assessment and required report writing for the department.
- b. Provide input to operational and capital budgeting.
- c. Provide input into the schedule of classes.
- d. Provide input into the development and updating of transfer guides and articulation agreements.

B. Program Coordinator

Program Coordinator is a voluntary position held by full-time faculty at the request of the Chairperson. Program Coordinators provide academic leadership and support for departments and department Chairpersons. While Program Coordinators have no administrative authority over other full-time or adjunct faculty, their assistance is important, and in some programs even required, for maintaining quality programs.

The range of Program Coordinator reassigned hours are from one (1) to eight (8) hours per semester, based upon the Chairperson's determination of operational need.

The following roles delineate a range of possible Program Coordinator functions that a Chairperson may identify as needed for the department:

1. Adjunct Faculty

- a. Coordinate meetings and communications.
- b. Assist in the development of staffing plans.
- c. Recommend new adjunct faculty for hire and the continuation of adjunct faculty contracts.
- d. Assist in the completion of classroom/clinical observations of adjunct faculty.
- e. Conduct orientation/mentoring for new adjunct faculty.

- f. Review and assist adjunct faculty in the development of syllabi, exams, and course materials.
- 2. Off-Campus Educational Experiences (Clinical/Practicum/Internships/Placements)**
- a. Coordinate student placements.
 - b. Assist the Chairperson in monitoring contracts.
 - c. Maintain communication with site liaisons and disseminate relevant information to the faculty.
- 3. Curriculum**
- a. Coordinate the process of textbook adoption.
 - b. Lead review and update of course outlines, syllabi, exams, and common course materials.
 - c. Coordinate curriculum design, revision, and assessment of student achievement.
 - d. Monitor changes in credentialing examinations.
- 4. Facilities**
- a. Troubleshoot issues and condition of classrooms and labs.
 - b. Monitor condition of specialized equipment.
 - c. Facilitate software requests as needed for computer labs and classrooms.
- 5. Students**
- a. Coordinate the development/updating of the student program handbook.
 - b. Mediation of student concerns and/or referring student complaints to the department Chairperson if the situation warrants.
- 6. Academic Leadership**
- a. Lead the process of assessment and report writing for the program.
 - b. Provide input to operational and capital budgeting.
 - c. Develop/input the schedule of classes.
 - d. Lead review of advising, counseling, and public relations materials for the program.
 - e. Coordinate advisory committee meetings and communications.
- C. Special Projects**

Reassigned hours will be granted for special projects, as defined below, that require more hours than is allocated in the faculty workload model.

Special project reassigned hours may be offered by a Dean, an Administrator, the Senior Vice President of Academic Affairs, or the College President, after consultation with the Chairperson.

Special projects are voluntary. However, should a faculty member agree, reassigned hours may be granted for, but is not limited to, the following projects:

1. Preparation, leadership, or significant participation in an accreditation or certification process.
2. Development of approved and budgeted new courses. The amount of reassigned hours granted to develop new courses shall not exceed the contact hours of the course.
3. Development of new programs of study.
4. Changing the modality/delivery format of a course, such as the conversion of a traditional course to a distance-learning format or vice versa. The amount of reassigned hours granted to convert the course shall be determined by the Chairperson and will be based upon the individual course and the technology used to design it.
5. Substantive redesign or revision of a distance-learning course as a result of significant changes to the content of the course, changes in delivery systems, or changes in other learning technologies.
6. Development and implementation of international experience (study abroad).
7. Other projects.

D. New Faculty

New tenure-track faculty will receive a total of four (4) contact hours of release time during their first academic year to participate in College-sponsored professional development activities, and to become acclimated to Columbus State and new course preparations. The Chairperson will include these release hours in the new tenure-track faculty member's workload report.

Section 4.10 – Banking Hours

Tenure-track faculty will have the option of deferring compensation during Autumn semester for overload assignments, up to a maximum of three (3) contact hours, to either reduce their Spring semester teaching load accordingly or accept payment for any overload hours during Spring semester.

Due to the number of contact hours for courses offered in certain departments, a tenure-track faculty member may fall below the contact hours required for a full teaching workload. In such a case, a faculty member may choose to “reverse bank” up to three (3) hours that they are short to be taught (made up) in Spring semester. During the semester that the tenure-track faculty member is teaching a reduced workload and “reverse banking,” they will be paid the full workload amount, and they will hold eight (8) office

hours per week (six of those hours posted and on campus) and five (5) Mission and Learning Support hours per week. No banking activity will occur during Summer semester.

Section 4.11 – Assignment of Faculty Offices

The parties agree that faculty generally will be assigned to a private office with a location to secure their belongings. There may be instances in which two (2) faculty have to share an office space, but in those instances each faculty member will have a location to secure his/her belongings. When faculty are assigned a shared office space, faculty within the department will be given an opportunity to establish a process for determining such assignments. If no such process can be agreed upon, then the department Chairperson will make these assignments, with seniority being a primary consideration in making such assignments. Other factors, including expected teaching modalities (e.g., traditional vs. distance learning), expected teaching schedules (e.g., morning classes vs. evening classes), faculty rank, and Coordinator/Lead Instructor responsibilities may also be considered by the Chairperson.

Section 4.12 – Parking and Travel Reimbursement

Faculty will be reimbursed for all documented, work-related parking expenses. In accordance with College Procedure No. 9-06(A), travel expenses to and from a faculty member's primary work assignment or clinical course assignment are the faculty member's responsibility, and faculty will not be reimbursed for mileage incurred travelling between their homes and primary work assignment or clinical course assignment in their daily commute. "Primary work assignment" refers to a faculty member's assigned campus (Delaware or Columbus) and "clinical course assignment" refers to course instruction delivered at a medical/dental facility.

Faculty will be reimbursed for mileage related to travel expenses necessary to support and advance the College's mission (i.e., committee meetings, field meetings, College Credit Plus Lead Instructor duties, and site visits related to general supervision and monitoring of clinicals, practicums, externships, and similar student experiences) when such activities occur at a location different than their primary work assignment or their clinical course assignment. For such activities, mileage will be reimbursed for the difference between normal commuter mileage and the mileage from the faculty member's primary work assignment to the outside location. Travel related to such activities that occur from the faculty member's primary work assignment to a location, and then to a faculty member's home, will be reimbursed only for the distance that is beyond the mileage from their primary work assignment to their home.

ARTICLE 5 – ACADEMIC CALENDAR YEAR

Section 5.01 – Academic Year

Each bargaining unit member will be assigned duties by the College for 170 days for the academic year:

Autumn (80 teaching days); Spring (80 teaching days) and 10 professional workdays.

Faculty members teaching in corporate, union, or grant-funded degree programs that require additional days will be assigned beyond 170 days.

Ten (10) professional work days are required of all faculty. Semester and class preparation deliverables (such as the posting of syllabi) will be completed by three (3) business days before the start of each term. Faculty will be accessible (either physically or virtually) and responsive to students during the two (2) business days immediately prior to the start of Autumn semester and the one business day immediately prior to the start of Spring semester. In addition, these days can be used for department, division, or College-level meetings as the College deems necessary. If a department meeting is called during this time, it counts as one of the three (3) required department meetings specified in Section 4.07. Faculty can also arrange to attend workshops, conferences, training, or pedagogical research activities. The results of the professional activities performed during these ten (10) days will be documented through the annual faculty appraisal process.

Section 5.02 – Holidays

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

ARTICLE 6 – DELAWARE

- A.** “Delaware faculty” refers to all faculty whose offices are physically located at the Delaware campus, and such faculty are deemed assigned to the Delaware campus for purposes of this Agreement. When a faculty member accepts an assignment to the Delaware campus as their home campus, the College and the faculty member will work together within the provisions of this Article to fulfill the faculty member’s instructional workload.
- B.** The College will endeavor to assign to the Delaware campus the number of online courses that is commensurate with the number of online courses taken by Delaware students. The designation of such courses is not intended to alter web developer rights outlined in Article 4 herein.
- C.** The process established for Delaware faculty to meet the foregoing minimum workload and overload requirements will reflect consideration of the committee recommendations developed pursuant to Section I. If the College determines there is an enrollment decline impacting a faculty member’s ability to meet their standard minimum workload at the Delaware campus, the College will make every reasonable effort to offer work that completes the assigned workload.
- D.** If Delaware faculty, after selecting traditional course selections at the Delaware campus and online courses assigned to the Delaware campus, have remaining workload or overload hours, the faculty shall have the same opportunities as all other faculty with regard to teaching modalities and locations, and will select their remaining workload or overload based upon seniority within their department.
- E.** The Chairperson has the discretion to adjust the faculty workload in response to unforeseen circumstances or operational need, including but limited to adequate staffing of classes, adapting to enrollment changes, and meeting accreditation requirements.
- F.** Teaching opportunities that arise in the Delaware campus will be offered to faculty in the following order: Delaware tenure-track faculty, Delaware ACF, other tenure-track faculty, other ACFs, and then adjunct faculty. The department Chairperson, in consultation with Delaware tenured-track faculty, may determine the need for a Lead faculty assigned to the department at the Delaware campus.
- G.** In cases of an instructional shortage at the Delaware campus, and in which no faculty member (tenure-track faculty, ACF, or adjunct faculty) volunteers to be assigned to the Delaware campus, the College may make a temporary involuntary assignment for no more than two (2) semesters. Prior to such assignment, the department Chairperson and/or other College representatives shall meet with representatives from the CSEA to discuss the rationale for these assignments. In the case of a newly created full-time Delaware faculty position, the College will offer to all Delaware tenure-track faculty members the opportunity to serve on the search committee and allow at least one Delaware tenure-track faculty member to serve on the committee. No CSEA officer shall be involuntarily assigned to the Delaware campus. An Association Representative may be involuntarily assigned

to the Delaware campus only if s/he is the only one qualified to teach a particular course.

- H. Delaware faculty shall be reimbursed for the mileage incurred traveling from the Delaware campus in accordance with Article 4, Section 4.12. An exception to this rule is when a faculty member is involuntarily assigned to the Delaware campus as part of their regular load. In such instances, the faculty member shall be reimbursed for the excess mileage. All business mileage claims are subject to pre-approval by the supervisor.
- I. The parties agree to create a committee comprised of two (2) Delaware full-time faculty appointed by the Association, one Association Representative, and three (3) administrators to issue, by Summer semester 2018, recommendations on the following:
 - A process for identifying online students who also take traditional courses at the Delaware campus in order to examine the impact on scheduling, resource allocation and other operational considerations.
 - The appropriate course offerings, schedules, and modalities with the goal of maximizing enrollment, enhancing complementary course offerings for students, and enhancing the efficiency of schedules to achieve certificates, degrees, and pathways.

ARTICLE 7 – ASSOCIATION BUSINESS

Section 7.01 – College Facilities

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

Section 7.02 – Communications

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

Section 7.03 – Printing

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

Section 7.04 – Appointment

The Association President shall become a member of or appoint an Association Representative to the Academic Council and all College-level committees except the Promotion and Tenure Committee and the Promotion and Tenure Appeals Committee.

Section 7.05 – Representation

A. Appointment of Association Representatives

Upon request, the Association shall provide to the College written notification of the Association Representatives who are responsible for designated programs or departments.

B. Weingarten Rights

A faculty member has the right to representation during any investigatory interview (meeting) that the faculty member reasonably believes will lead to discipline. This right is commonly called the “Weingarten Rule” or “Weingarten Rights.”

An investigatory interview (meeting) is when management is searching for facts relevant to determining a faculty member’s guilt or deciding whether to impose discipline. When a faculty member reasonably believes that the purpose of the investigatory interview (meeting) is for this purpose or could result in disciplinary action, then the faculty member may exercise his or her Weingarten rights. Whether or not a faculty member’s belief is “reasonable” depends on the circumstances of each case. The Weingarten Rule includes the right to a pre-interview consultation with an Association Representative and representation during the investigatory interview (meeting).

The Association Representative cannot exercise Weingarten Rights on the faculty member’s behalf. Management is not required to inform the faculty member of the Weingarten rights. However, if a faculty member chooses to exercise his or her Weingarten rights, the Association Representative has the right to participate and advocate on behalf of the faculty member.

C. Additional Representation

Whenever a change in terms and conditions of employment are being negotiated with a faculty member by a College official, the faculty member shall have the right to representation by the Association.

Section 7.06 – Reassigned Time

The Association shall be afforded twenty-two (22) hours of reassigned time each semester (Autumn and Spring), and twenty (20) hours of reassigned time Summer semester, to attend to contract administration duties. The Association will allocate the hours to its Executive Committee or Association Representatives. Association members receiving reassigned time will notify their Chairpersons in accordance with the timeline

established in Article 4, Section 4.09. These reassigned hours are available during the semester in which they are allocated and may not be banked into future semesters.

ARTICLE 8 – ACADEMIC FREEDOM

- A.** The College endorses full academic freedom as essential to attain the goal of the free search for truth and its free exposition. Academic freedom and academic responsibility are twin guardians of the integrity of institutions of higher learning. This integrity is essential to the preservation of a free society and explains the willingness of society historically to accept the concept of academic freedom and, in addition, to protect it through the institution of academic tenure.
- B.** The principal elements of academic freedom include the freedom of faculty to:
 - 1. Teach, conduct research, and publish research findings;
 - 2. Discuss in classrooms, in their own manner, any material that is relevant to the subject matter as defined in the course syllabus;
 - 3. Exercise their constitutional rights as citizens without institutional censorship or discipline;
 - 4. Seek changes in academic and institutional policies through lawful and peaceful means.
- C.** Academic freedom carries with it correlative academic responsibilities. The principal elements include the responsibility of faculty to:
 - 1. Meet their defined teaching, research, and service obligations;
 - 2. Pursue excellence, intellectual honesty, and objectivity in teaching, in conducting research, and in publishing research findings;
 - 3. Encourage students and colleagues to engage in free discussion and inquiry;
 - 4. Evaluate student and colleague performance on a scholarly basis;
 - 5. Refrain from persistently introducing matters that have no bearing on the subject matter of the course;
 - 6. Work with appropriate individuals and bodies to provide optimal conditions conducive to the attainment of the free search for truth and its free exposition;
 - 7. Differentiate carefully between official activities as faculty and personal activities as citizens, and to act accordingly.

ARTICLE 9 – INTELLECTUAL PROPERTY

Section 9.01 – Purpose

The purpose of this Article is:

- A. To define ownership of original works (College-owned or faculty-owned).
- B. To clarify the rights of the faculty and the College with respect to the creation of original works of authorship entitled to copyright protection. No faculty member shall be required, as a condition of continued employment, to create or publish original works entitled to copyright protection and/or royalties.
- C. To protect the rights of the faculty member and the College in such original works and to protect the faculty member and the College against claims of infringement.

Section 9.02 – Definitions

- A. **College-Owned – Work-for-Hire** – Work-for-Hire is defined as work that is done for pay as reassigned time, overload pay, College initiatives, or as part of the faculty contract, except as specified as “faculty-owned material” below.
- B. **Faculty-Owned Materials** – Any materials created by a faculty member for a course, including exams, supplementary materials, lectures, and lecture notes, shall belong to the faculty member. This specifically excludes course outlines, syllabi, and other departmentally developed materials. The College and the faculty member may agree to contract to create exams, supplementary materials, lectures, and lecture notes as Work-for-Hire, as described in Section 9.05.
- C. **Original Works of Authorship** – Any materials created by a faculty member, individually or in partnership with others, including written works of fiction or non-fiction, music, performances, presentations, audio-visual works, designs, and art regardless of medium.
- D. **College Resources** – College resources are defined as, but not limited to, College personnel, hardware, software, equipment purchased by the College, any computer assigned to the faculty member which the College owns, and any College-owned printer or copier. The use of College licensed software, installed with the College’s permission on the faculty-author’s personal computer and use of the College’s WiFi network shall not constitute use of College resources. Incidental use of College resources shall not constitute use of College resources.

Section 9.03 – Ownership

The College shall be considered the author and copyright owner and entitled to 100% of the royalties when works are prepared by faculty as works-for-hire, as defined in Section 9.02(A); by special contract; or as work performed by a College-appointed committee, task force, or other group. (“Work-for-hire” is defined in Section 9.02(A) of this Article.)

- A. The faculty-author shall be considered the owner and entitled to copyright original works of authorship defined in Section 9.02(C) of this Article, receive

100% of the royalties, and/or sell the work when the work is created on his/her own time and does not involve use of College resources.

With the student's permission, any materials collected by a faculty member from students in his/her course pursuant to course assignments may be used as examples in other classes or original works subject to copyright and/or royalties. When such materials must be retained by the College for accreditation or other purposes, the faculty member shall be entitled to copies of these materials.

- B.** When College resources are used to create original works of authorship, defined in Section 9.02(C) of this Article, the notification and approval process in Section 9.04 of this Article must be completed. In such cases, the College and the faculty-author shall share ownership of the copyright and royalties, whether or not the work is created during regular hours of employment. Royalties shall be divided equally between the faculty-author and the College.

Once shared copyright ownership of an original work of authorship is established, either party may initiate subsequent revisions of the work. However, the faculty author retains the right of first refusal on such revisions, provided the faculty-author is still employed by the College and is able to complete the work in a reasonable or externally established time frame.

- C.** The faculty member shall retain copyright or patent ownership of any work created pursuant to participation in an educational program for which the College pays the fees.

Section 9.04 – Notification and Approval Requirements

- A.** Faculty creating original works of authorship, not using College resources, shall notify the department Chair and divisional Dean in writing when they are contemplating a body of work that may lead to copyright, compensation, or royalties. This notification shall include a specific description of the scope of the work and a statement that no College resources shall be used.
- B.** Faculty creating original works of authorship, using College resources, shall obtain written approval to use such resources from the department Chair and divisional Dean for a body of work that may lead to copyright, compensation, or royalties. This approval must be obtained prior to commencement of the work. The approval request shall contain a specific description of the scope of the work, identification of College resources to be used, and a completed "Request for Reassigned Time" form, if appropriate.

The approval process shall not take longer than thirty (30) calendar days from the date the approval request is submitted to the department Chairperson.

The faculty-author may use the approved resources of the College and proceed with the project upon receiving consent from the department Chairperson and divisional Dean.

- C.** A copy of original works using College resources shall be delivered to the

divisional Dean prior to submission for publication or public distribution.

- D. Original works of authorship that do not use College resources as defined in Section 9.02(D) and for which the faculty member has no expectation of compensation or royalties are exempt from this notification process.

Section 9.05 – Delineation of Work for Hire

In circumstances where the faculty member is being paid for specified deliverables as defined in Section 9.02(A) and (B), those items will be delineated in a written document signed by the faculty member(s), the department Chairperson, and the divisional Dean. The deliverables created as work for hire are owned by the College.

Section 9.06 – College Use of Original Works of Authorship

- A. An original work of authorship created by a faculty member shall be evaluated equally with any other work under consideration for adoption by any College department.
- B. The faculty member shall not participate in any decision process to adopt an original work of authorship created by that faculty member.

Section 9.07 – Creation of Digital Course Materials and Apple *iBooks*

Provisions regarding the intellectual property rights associated with digital course materials and Apple *iBooks* are set forth in an MOU incorporated and adopted as a part of this Agreement.

ARTICLE 11 – GRADE GRIEVANCES

The parties agree that College Policy 5-09, dated September 24, 2008, and Procedure 5-09(D), dated August 31, 2015, regarding Grading and Academic Requirements will be changed only by agreement of the parties.

ARTICLE 12 – ELECTRONIC PRIVACY

Section 12.01 – Faculty Monitoring

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

If, under the College Information Technology Policy standards, the College determines that it is necessary to monitor an individual faculty member's use of College computer resources, the College will notify the Association at the same time the faculty user is notified per the versions of Policy 15-01 and Procedures 15-01(C), (K), and (M) then in effect. Notification will take place no later than thirty (30) days after the conclusion of such monitoring regardless of the outcome of the monitoring unless the College is legally restricted from doing so. Notification will include a statement of the nature of the activity that triggered monitoring under Policy 15-01. Monitoring of an individual faculty member will be limited to the amount of time reasonably necessary to carry out an investigation to determine if there has been a violation of College Policy or Procedure under 15-01(I).

Section 12.02 – Access to On-Line Course Components

The department Chair/or designee may need to engage in routine access to online components of courses for many purposes including, but not limited to, verifying course syllabi, insuring consistency of content materials, ensuring compliance with departmental policies, addressing routine student issues, and addressing accreditation matters. In cases of routine matters, prior collective notice shall be given to all affected faculty.

In cases of non-routine access involving legal issues, the Chairperson/or designee will notify the faculty assigned to the course that s/he will access or has accessed the course within forty-eight (48) hours. When accessing an online component of a course for a non-routine purpose, such as addressing a student complaint, and in the absence of exigent circumstances, the Chairperson/or designee will, prior to accessing online components, notify the faculty assigned to the course and provide a reason for accessing the course and a description of the areas accessed. The online access procedures outlined in this Article are not intended to alter the regular practice of referring students to directly address complaints with the faculty member prior to investigating the potential or actual complaint.

Faculty may, if they so wish, provide their Chair/or designee open permission to access any course component without notice.

ARTICLE 13 – ASSOCIATION/MANAGEMENT COMMITTEE

The Committee shall have equal representation and may be comprised of up to five (5) members from each side unless agreed otherwise.

The parties agree to meet at least quarterly to address issues related to administration of this Agreement and matters of concern to either party in order to maintain a harmonious relationship and to pursue opportunities for partnership. The parties shall jointly develop an agenda for the meeting no less than seventy-two (72) hours prior to the meeting.

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

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

ARTICLE 14 – MANAGEMENT RIGHTS

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

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

ARTICLE 15 – CODING FOR SEPARATION OF EMPLOYMENT

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

Section 15.01 – Retirement, Post-Retirement Employment

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

Section 15.02 – All Other Separations

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

ARTICLE 16 – PERSONNEL FILES

Section 16.01 – Access

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

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

Section 16.02 – Official File

There shall be only one official personnel file for each faculty member. The official file shall be maintained by the Human Resources Department. A copy of all documents relating to conduct, discipline, or job performance shall be given to the faculty member at the time of their placement in the official file.

Section 16.03 – Review of Documents

A faculty member who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her personnel file may submit a memorandum to the Human Resources Department requesting that the documents in question be reviewed. The Department will review the matter and respond within fourteen (14) days, and immediately correct the file, if necessary. If the faculty member disagrees with the Department's determination, the faculty member may submit a written statement noting his/her objections to the material in question to be placed in the file within thirty (30) days of notification of the document. Documents may only be reviewed or destroyed in accordance with the provisions of this Agreement or College Policy and Procedure.

ARTICLE 17 – INTERRUPTION OF CAMPUS OPERATIONS

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

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

ARTICLE 18 – REDUCTION IN FORCE

Section 18.01 – General

A decision to reduce full-time faculty, either through reduction in force, discontinuing a program, or discontinuing a department, will be made by the College after consultation with faculty in the affected department/division and the CSEA (the Association), in accordance with Article 13.

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

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

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

Section 18.02 – Non-Replacement of Vacated Full-Time Faculty Position

When a full-time faculty position is vacated for any reason and the College anticipates not filling the position with full-time faculty, then written notification of this possibility shall be forwarded to the appropriate division Dean, the Association President, and the Chairperson of the affected department, who will then notify the department faculty.

Such notification shall occur no more than ninety (90) days after the date of the faculty member's separation of employment. The position may be reallocated to another division, department, or program as long as the total number of full-time faculty positions in the College is not less than the number of positions authorized by the Board on the effective date of this Agreement.

Section 18.03 – Documentation

The College recognizes that the information including relevant evidence that the College believes may necessitate a reduction in full-time faculty, shall be made available to the Association President, affected departments, and faculty for their input prior to a final decision.

Once the determination that a reduction in full-time faculty is necessary has been made by the College, written notification of this determination (which shall include a written description and rationale for the proposed reductions) shall be compiled and forwarded by the College administration to the division Dean or immediate supervisor of the affected units or programs and to the Association President.

Section 18.04 – Order of Lay-off

Once the College has determined the reasonable rationale for faculty workforce reduction, the College shall decide which department(s) within a division and the number of positions that shall be affected by the reduction. The following process shall apply when a reduction in faculty workforce is necessary:

- A.** Identify, with documentation, the division and department(s).
- B.** Identify, with documentation, the number of faculty affected in each of those departments.
- C.** Prior to initiating a reduction in force of full-time faculty members, the College shall lay-off individuals within the affected division and affected program/departments in the following order:
 - 1.** First – adjunct faculty
 - 2.** Second – temporary full-time faculty
 - 3.** Third – non-bargaining unit teaching/teaching assistant personnel within the affected program/department
- D.** If, after all the above-listed steps have been exhausted, a lay-off of bargaining unit members becomes necessary, it shall transpire in the following order and in

reverse order of College seniority:

1. Annually Contracted Faculty
2. Full-time faculty who are not yet eligible for tenure.
3. Full-time faculty who are now eligible for tenure but have not yet received it.
4. Full-time tenured faculty. A tenured faculty member subject to a reduction in force shall have the right to displace a non-tenured faculty member in an unaffected area, as long as the tenured faculty member is qualified for the position.

Section 18.05 – Appeal

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

Section 18.06 – Recall

The following process will apply to the recall of full-time faculty in the bargaining unit.

- A. Recall shall be in inverse order of lay-off.
- B. Laid-off faculty members shall be recalled to fill any full-time faculty positions within the College that they are qualified to teach in order of College seniority, with the most senior laid-off full-time faculty member being recalled first, provided that such position openings occur within two (2) years of the date the full-time faculty member was laid off. Recalled faculty members return with tenure, rank, and years in rank as of the date of lay-off intact.
- C. The College shall provide notice of recall by certified mail to the faculty member at the last address of record maintained by the Human Resources Department. The displaced faculty member is responsible for maintaining a current address with the Human Resources Department.
- D. Failure of the faculty member to notify the College of an intent to return to work in response to the offer of recall within thirty-one (31) calendar days of documented receipt of the notice of recall, or receipt of notice of failed delivery, shall be considered a voluntary termination of employment.
- E. Once all full-time tenured faculty members have been recalled, non-tenured full-time faculty members shall be recalled in like manner.
- F. A home department is obligated to take back a transferred faculty member before hiring a new faculty member or part-time faculty member in the area of his/her competency. However, the return to the home department must be acceptable to the transferred faculty member.
- G. No adjunct faculty, temporary faculty, nor other individuals shall be rehired, nor

teach courses offered by the College, until all laid-off members of the bargaining unit who are qualified to teach those courses have been rehired by the College.

- H. Non-bargaining unit employees shall not fill a lay-off vacancy while a RIF situation is in effect.
- I. No subcontracting or out-sourcing of bargaining unit work shall occur during a RIF situation.

Section 18.07 – Hiring Preference

A laid-off full-time faculty member subject to a reduction in force that is not qualified to teach in any unaffected areas, but that is qualified to fill a vacant non-faculty position within the College, will receive preference in hiring over external candidates and other College employees not currently on lay-off status for a period of two (2) years from the date of the lay-off.

Section 18.08 – Discontinuation of Program or Department

Should the Administration make the judgment that the long-range educational mission of the College as a whole necessitates the discontinuation of a certificate consisting of thirty (30) or more hours, degree-granting program or department, and that such discontinuation necessitates the termination of full-time faculty members, the Administration's reasons for this judgment shall be put in writing and shall be presented to the faculty members in the program or department which the Administration proposes to discontinue, to the Academic Council, and to the Association President at least one and one-half years before the Administration makes a recommendation for discontinuation to the Board.

During the first six (6) months of this time frame, the faculty of the department or program may elect to devise a plan to create a redesign of the target program or department to ensure all possible avenues to reclaim the popularity of a program or department have been exhausted. During the remaining twelve (12) months (two semesters) of this time frame, the College, the affected department or program, and CSEA will undertake a review process, that measures the results of the redesigned program or department process, statistics such as enrollment and student success, etc. Upon completion of the twelve (12) months, the College will make a final determination as to whether the program or department will be discontinued.

The decision on discontinuation will only be implemented after discussion between the College and the Association per Article 13, and after going through an appropriate faculty review process. The College and the Association agree that, even in the event that a discontinuation of a program or department is determined necessary after the review process, such discontinuation shall be accomplished in such a manner as to follow procedures from the Higher Learning Commission to "teach out" current students and to minimize any harm to students enrolled in the program or department.

ARTICLE 19 – GRIEVANCE PROCEDURE

Section 19.01 – Purpose

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

Section 19.02 – Definitions

- A. **Grievance** – An alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement or College Policy and Procedure to the detriment of the Grievant(s).
- B. **Grievant** – An individual member of the bargaining unit, a group of bargaining unit members, or the Association.
- C. **Day** – A calendar day when classes are in session, excluding days that occur on a break between semesters or during spring break.

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

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

Section 19.03 – Grievance Procedure Exclusions

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

- A. Promotion and Tenure, unless:

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

Section 19.04 – Step One – Informal – Chairperson

A faculty member, or a group of members (where applicable), having a grievance shall first attempt to resolve it informally with his/her Chairperson no later than thirty (30) days after the event. Through mutual written agreement, the parties may extend this period. At this step, the faculty member(s) may be represented by an Association Representative if the faculty member so desires. Every effort shall be made to resolve the grievance at the informal stage. Within seven (7) days after the faculty member(s) has met with the Chairperson, the Chairperson shall respond to the Attendees and the Association in writing. No resolution shall be formalized unless approved by the Association and the Executive Director of Human Resources or his/her designee.

Section 19.05 – Step Two – Executive Director of Human Resources or Designee and Senior Vice President of Academic Affairs or Designee

Should the Association not be satisfied with the written answer received at Step One, or if the parties have agreed in accordance with Section 19.02 to move a grievance to Step Two, within ten (10) days after receipt thereof or the date such answer was due, whichever is earlier, the grievance shall be filed with the Executive Director of Human Resources/designee. The grievance shall be submitted by serving written notice (including a copy of the grievance and previous answer, if applicable) presented to the Executive Director of Human Resources/designee. Upon receipt of the grievance, the Executive Director of Human Resources/designee and the Senior Vice President of Academic Affairs/designee shall hold a meeting within fifteen (15) days after receipt of the grievance with the Grievant and the Association Representative and render a written decision to the Association within ten (10) days after the meeting. The Association shall receive notification at least five (5) days prior to the meeting. The parties will engage in a full discussion of all issues involved in the grievance in a good faith attempt to resolve these issues and shall identify relevant witnesses, documents, and any other evidence they believe relevant to these issues.

Section 19.06 – Step Three – Optional Mediation

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

The parties shall notify Federal mediation and Conciliation Services (FMCS) within ten (10) days of the receipt of the decision at Step Two. The parties shall agree to a federal mediator or shall ask FMCS to assign a mediator. The mediator will convene mediation session(s) pursuant to FMCS grievance mediation rules.

Section 19.07 – Scheduling of Mediation

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

Section 19.08 – Expenses

All fees and expenses of the mediator and meeting, if any, shall be borne equally by the parties except as provided in this Section. All other costs incurred by each party will be paid by the party incurring the costs.

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

Section 19.09 – Step Four – Request for Arbitration

The Association may appeal the grievance to Step Four arbitration by filing a written appeal and copy of the grievance form to the Executive Director of Human Resources/designee within fifteen (15) days of the Step Two answer or Mediation outcome, whichever is later. The Parties shall jointly request a panel of arbitrators from the American Arbitration Association.

Section 19.10 – Scheduling of Arbitration

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

Section 19.11 – Expenses

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

shared by both parties. All other costs incurred by each party will be paid by the party incurring the costs (to include witnesses).

Section 19.12 – Arbitration Limitations

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

Section 19.13 – Witnesses and Subpoenas

The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of the Ohio Revised Code.

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

Section 19.14 – Exchange of Issues and Documents

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

Section 19.15 – Arbitration Decisions

The arbitrator shall render a decision as quickly as possible, but in any event, no later than thirty (30) days after the close of the record unless the parties agree otherwise.

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

Section 19.16 – Rules for Arbitration

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

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

Section 19.17 – Time Extensions and Step Waivers

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

Section 19.18 – Disciplinary Grievance Procedures

Faculty who wish to grieve a corrective action (except corrective counseling) shall file such grievance at Step Two of the grievance procedure within ten (10) days after notification of the corrective action.

Section 19.19 – Reduction in Force Grievance (RIF)

Grievances, which arise due to a reduction in force, shall be filed at Step Two of the Grievance Procedure within ten (10) days of the notification of such RIF.

ARTICLE 20 – CORRECTIVE ACTION

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

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

Section 20.01 – Informal Process

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

Section 20.02 – Progressive Corrective Action

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

Progressive corrective action may include:

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

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

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

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

- 1.** Serious violations of important College policies such as harassment, sexual harassment, sexual misconduct, academic misconduct, and conflict of interest.
- 2.** Any behavior that presents imminent serious threat to the health, welfare or safety of
College employees, students, or others in the campus community or to College property.
- 3.** Serious insubordination (i.e., willful disregard of direction by supervisor except as permitted by law).
- 4.** Unlawful possession or distribution of illicit drugs or controlled substances on campus.
- 5.** Illegally bringing or bearing firearms or other lethal weapons/devices on campus.
- 6.** Intentional falsification of College records.
- 7.** Serious misuse or misappropriation of College equipment, materials, funds, or other resources.

8. Job abandonment (i.e., no call-no show for three consecutive, scheduled workdays).
9. Conviction of a felony that negatively impacts either the College or the ability of the faculty member to perform his/her responsibilities.

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

Section 20.03 – Definitions

- A. **Day** – Shall be a calendar day when classes are in session.
- B. **Demotion** – The reduction in pay, position, and duties due to formal corrective action.
- C. **Last Chance Notice** – A formal warning/notice that may accompany a formal corrective action. The last chance is intended to put faculty on notice that any subsequent violation(s) of policy, procedure, or rules of the College will likely result in removal of the faculty member from his/her position. The last chance is not a mandatory or additional step in the formal corrective action process, but merely an acknowledgement that removal is likely pending further violations.
- D. **Corrective Counseling** - Occurs when a College official authorized to do so addresses a specific conduct or performance issue. There will be no record of this informal corrective counseling in the faculty personnel file.
- E. **Removal** – The involuntary termination of employment with the College based on formal corrective action.
- F. **Salary Reduction** – The reduction in pay of up to 5% for an established period of time.
- G. **Suspension** – The loss of scheduled workday(s) without pay.
- H. **Written Reprimand** – A memorandum to the faculty member with a copy to the personnel file recording and documenting the nature of the written admonishment. The memorandum should include the time, date, and the nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- I. **Prima Facie Evidence** – Prima facie evidence is evidence that, until other evidence overcomes its effect, is sufficient proof of a fact in issue.

Section 20.04 – Investigation Phase

Any faculty member asked to participate in an investigatory interview is entitled, upon request, to have an Association Representative present during such interview. If circumstances warrant, the accused faculty member may be placed on suspension of duties for up to five (5) workdays without pay with approval of the Executive Director of Human Resources where it is necessary to carry out an effective investigation. Suspension

without pay for up to five (5) days by the Executive Director of Human Resources may occur and be implemented by the Executive Director of Human Resources only in instances where a prima facie case exists against a faculty member. In no instance shall a faculty member be placed on unpaid leave in excess of five (5) scheduled workdays during the Investigation Phase unless the additional time is caused by an outside investigatory agency.

Upon request, the faculty member may use Personal Leave to credit the unpaid suspension time to the extent s/he has Personal Leave available. If the President decides that formal corrective action is warranted, then the suspension during the Investigation Phase will be credited when serving a formal disciplinary suspension and the affected individual shall be made whole for the difference between the assessed formal corrective suspension and the number of days s/he had been suspended without pay. If the President gives no corrective action, then the time served without pay during the investigation, including any Personal Leave used, will be given back to the accused faculty member and that individual shall be made whole. If the faculty member is removed from his/her position for just cause, there shall be no compensation for the time off during the investigation.

Section 20.05 – Pre-Corrective (Loudermill)

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

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

At the conclusion of the meeting, the Human Resources Representative shall write a summary of the meeting and determine if there was a violation of the work rules, policies or procedures. That report shall be sent to the Executive Director of Human Resources within five (5) days of the conclusion of the meeting. The supervisor, Senior Vice President

of Academic Affairs/designee, and the Executive Director of Human Resources/designee shall meet to discuss the proposed corrective action. No later than ten (10) days after the Loudermill meeting, the faculty member will be notified of the corrective action in writing in a meeting with the supervisor, the Executive Director of Human Resources/designee, and the Association.

Section 20.06 – Personnel File

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

Section 20.07 – Outside Representative(s)

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

Section 20.08 – Proactive Approach

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

ARTICLE 21 – DRUG FREE WORKPLACE POLICY

Section 21.01 – Purpose

The College and CSEA desire a workplace that is free from the adverse effects of alcohol and drugs. Both parties acknowledge that substance abuse is a serious, yet treatable condition/disease. Substance abuse may lead to safety and health risks in the workplace for the abusers, their co-workers, and the public at large. The College and CSEA pledge

to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

CSEA also recognizes the College's obligations under the Federal Drug-Free Workplace Act of 1988, and other state and federal laws and regulations concerning the controlling of substance abuse in the workplace. The College recognizes faculty's rights to privacy and other constitutionally guaranteed rights. The parties agree that the emphasis of any drug-free workplace program shall be to prevent abuse, to rehabilitate faculty, and to abate risks created by faculty who are on duty in an impaired condition.

The College will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the College's Employee Assistance Program and any other resources that a faculty member or his/her family may contact for assistance in overcoming an alcohol and/or drug problem. The confidential nature of the medical records of faculty with substance abuse problems and records relating to drug tests and their results shall be maintained.

Section 21.02 – Definitions

- A. Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl.
- B. Chain of Custody** is tracking storage of specimens to be analyzed from point of collection to final disposition to ensure the integrity of the process.
- C. Collection Site** is a place designated by a testing laboratory where faculty present themselves for providing a specimen to be analyzed.
- D. College Property** includes any building, land, parking lots, or facilities owned, leased, or used by Columbus State Community College.
- E. College Time** is any time spent conducting official business or travel for or on behalf of the College, or the faculty member's scheduled work hours, while on or in state-owned or leased property.
- F. College Vehicles** are any vehicles owned, leased, or operated by Columbus State Community College.
- G. Controlled Substance, Drug, Compound, Common Mixture, or Substance** includes any drug listed in the Federal Food Drug & Cosmetic Act, federal narcotics law, and/or Ohio Revised Code Chapter 3719 or 3715. Examples listed but not limited to are:
 - 1. narcotics, such as opium, heroin, morphine and synthetic substitutes;
 - 2. depressants, such as chloral hydrate, barbiturates, and methaqualone;
 - 3. stimulants, such as cocaine (and any derivatives) and amphetamines;
 - 4. hallucinogens, such as LSD, mescaline, PCP, peyote, psilocybin, and Ecstasy;

5. cannabis, such as marijuana and hashish; and
 6. any chemical compound added to federal or state regulations and denoted as a controlled substance.
- H. Licensed Medical Provider** is one who is licensed, certified, and/or registered under federal, state, or local laws and regulations to prescribe controlled substances/drugs.
- I. Positive Test Result** is a test result that was positive on an initial approved immunoassay test, confirmed by a gas chromatography/mass spectrometry (GC/MS), or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites or a positive result from an alcohol breath test equivalent to the statutory level for impairment.
- J. Random Testing** means a testing process in which participants are selected by a computer-driven random selection process for unannounced controlled substances or alcohol and/or pre-selected but unannounced testing on a particular faculty, who has previously tested positive for drugs and/or alcohol.
- K. Reasonable Suspicion Testing** means drug or alcohol testing based on a reasonable cause to believe that a faculty member is using drugs/alcohol in violation of College policy.
- L. Refusal To Submit** is when a faculty member:
1. Fails to provide adequate breath for alcohol testing without a valid medical explanation;
 2. Fails to provide an adequate urine sample for controlled substances testing without a genuine medical inability;
 3. Engages in conduct that obstructs the testing process; or
 4. Takes any measure to dilute, alter, or substitute a sample provided.
- M. Specimen** is a tissue or product of the body chemically capable of revealing the presence of drugs or alcohol in the body.
- N. Substance Abuse Professional** means a licensed or certified physician, psychologist, psychiatrist, counselor, social worker, or licensed independent chemical dependency counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance use disorders.
- O. Workplace** is College owned or leased property or any place where official College business is conducted and/or while on College time.

Section 21.03 – Requirements

Faculty of Columbus State Community College are:

- A.** Required to report to work in a fit condition to perform their duties;

- B.** Prohibited from being under the influence of alcohol (equivalent to the statutory level for impairment) or unlawfully controlled substances as defined in Ohio Revised Code 3719.01 and 3719.41 at the workplace, while on College property, or in College vehicles and/or on College time. Reasonable use of alcohol at workplace events where alcohol is served is exempted;
- C.** Prohibited from using, misusing, dispensing, transferring, purchasing, or possessing controlled substances and abusing alcohol or prescription drugs in any way that is illegal in the workplace, on College property, on College time, or while conducting official business on behalf of the College.
- D.** Prohibited from operating College vehicles or equipment while under the influence of alcohol or drugs.

Upon request, the College will periodically provide information, training programs, and resources concerning the impact of alcohol and other drug use on job performance as well as information concerning the College's Employee Assistance Program.

As required by the Federal Drug-Free Workplace Act of 1988, each faculty member covered by this Agreement is required to notify his/her Chairperson within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute. A faculty member's failure to report a conviction may subject that faculty member to disciplinary action, up to and including termination.

All Chairpersons will be responsible for reporting the information to the Vice President of Human Resources of any faculty member who is convicted of or pleads guilty to a drug related crime as defined by Ohio Revised Code 2925.01 et.seq.

Section 21.04 – Types of Testing

- A. Applicants for Employment** – Prior to the start date of employment all newly hired faculty must successfully pass a drug test as a condition of employment.
- B. Reasonable Suspicion Testing** – Faculty may be required by a Chairperson and/or Dean to submit to a test as hereafter specified where reasonable suspicion exists to believe that the faculty member, while on duty, is under the influence of drugs or alcohol and/or his or her job performance is impaired by drugs or alcohol. Cause for testing is based upon objective facts or specific circumstances that present a reasonable basis to believe that a faculty member is under the influence of, or is using, misusing, or abusing, alcohol or drugs. Examples of reasonable suspicion may include, but are not limited to: slurred speech; dilated pupils; disorientation; abnormal or change in conduct or behavior; odor/smell of drugs or alcohol; involvement in an on-the-job accident resulting in personal injury requiring immediate medical attention beyond first aid; and/or involvement in an accident involving property damage in excess of \$1,000 where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the faculty member.

Reasonable suspicion must be documented and supported by two (2) witnesses (supervisor or manager and person having original suspicion) except in cases of accidents

or injuries. A Chairperson or Dean must present the written documentation to the faculty member suspected of being under the influence and shall maintain the report in the strictest confidence as provided by law. Upon request, the faculty member may have Association Representation present provided reasonable suspicion testing is not delayed. The College will release a copy to any person designated by the affected faculty member with a signed release of information. The written notice shall set forth the facts that form the basis of the order to test and shall be given to the faculty member prior to the test.

The College shall bear all costs associated with testing for the above circumstances.

No faculty member shall be subject to random testing unless s/he has previously tested positive as defined in Section 21.06 or if required by an outside authoritative agency.

Section 21.05 – Guarantees and Due Process

The College will provide transportation to the licensed medical facility to obtain bodily fluid or material samples. In conducting the testing authorized by this Agreement, the College shall:

- A.** Use only a clinical laboratory, hospital facility, or other facility which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and qualified laboratories will conduct the required testing of samples.
- B.** Abide by a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- C.** Collect a sufficient sample of the same bodily fluid or material from a faculty member to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the faculty member.
- D.** Collect samples in such a manner as to preserve the individual faculty member's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration.
- E.** Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.
- F.** Provide the faculty member tested with an opportunity to have the other portion of the split sample tested at his/her own expense provided the faculty member notifies the College within seventy-two (72) hours of receiving the results of the test. This test will be performed by the same collection site at the faculty member's expense. If the second test results are negative, the faculty member will be treated as having a negative test.
- G.** Require that the laboratory, hospital facility, or other certified facility, report to the College that a blood or urine sample is positive only if both initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the

College inconsistent with the understanding expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the College will not use such information in any manner or form adverse to the faculty member's interests.

- H. Provide each faculty member tested with a copy of all information and reports received by the College in connection with the testing and results.
- I. Ensure that no faculty member is the subject of any adverse employment action except temporary reassignment or relief of duty while the test results are pending.
- J. Subject to the reasonable requirements of the laboratory, CSEA will have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug-testing program, with the exception of the individual test results. CSEA may inspect individual test results, if the release of such information is authorized, in writing, by the affected faculty member.
- K. Faculty tested under the terms of this Article shall have the right to file a grievance concerning any testing, the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of the Article. Such grievances shall be commenced at Step 2 of the grievance procedure. If disciplinary action is taken against a faculty member based in part upon the results of a test, the faculty member shall have the right to file a grievance concerning any portion of the test as previously stated.

Section 21.06 – Procedure for Testing, Administrative Leave and Discipline

A faculty member will be considered as testing positive in the following conditions for:

drugs, if the initial test of the split sample is positive; or (b) alcohol, with a BAC equivalent to the statutory level for impairment, except as exempted in Section 21.03 (B). A faculty member who tests positive will be immediately placed on administrative leave with pay and removed from his or her duties until further notice. The College will contact EAP (Employee Assistance Program). In addition or in the alternative, the faculty member may opt to see his/her family physician, or a substance abuse professional approved by the College. The faculty member must provide documentation of the assessment results and the recommended treatment regimen to the College that s/he is in a qualified treatment program.

On the first occasion in which a faculty member is determined to be under the influence of or using alcohol or drugs while on duty and confirmed by testing pursuant to this Article, s/he will be given the opportunity to participate in an assessment conducted by a qualified professional and follow the treatment recommendations made by said professional, by the Employee Assistance Program, or the faculty member's attending physician. The College shall take no adverse employment action against any faculty member who voluntarily seeks treatment, counseling, or other support for alcohol or drug related problems. However, the disclosure of the desire or intent to seek such treatment after an incident that could reasonably lead to testing, discipline and/or discharge will not be considered voluntary. Further, the College may require random drug testing for faculty who have

previously tested positive and may reassign the faculty member with pay if he or she is unfit for duty.

The College will schedule a pre-disciplinary conference for the faculty member as soon as possible pursuant to Article 20 – Corrective Action. If the faculty member voluntarily agrees to participate in a substance abuse assessment and follow treatment recommendations through EAP or through a substance abuse professional, discipline will be waived. The faculty member must use any applicable leave time for time spent off work to attend substance abuse treatment. If the faculty member does not regularly follow the treatment recommendations within the guidelines established by the College and/or EAP and/or has a confirmed positive test while enrolled in treatment or subsequent to completion of the treatment, the faculty member will be subjected to discipline.

Notwithstanding the above, the faculty member may still be subjected to disciplinary action for just cause, up to and including termination for violations of workplace policy, procedures, or work rules and/or job-related incidents which may be directly or indirectly associated with the use of drugs or alcohol. Upon confirmation of a positive test result, the faculty member may be randomly tested for a period of two (2) years. Any future positive tests and/or breach of any Last Chance Agreement will result in a pre-disciplinary conference and appropriate progressive discipline up to termination.

ARTICLE 22 – ANNUALLY CONTRACTED FACULTY

Section 22.01 – Annually Contracted Faculty (“ACF”)

Annually Contracted Faculty (“ACF”) are faculty who hold the same qualifications or degree required of full-time tenure-track faculty. ACF are generally hired for one-year annual appointments, based on the academic year. However, to meet enrollment needs, an ACF may be hired for a single semester, in which case the College would notify the Association of such need. Prior to hiring an ACF in a department that has, for one year or more, a vacant and funded tenure-track position, the College will, at the request of the Association, review and discuss in a Labor Management Committee meeting the circumstances surrounding the tenure-track vacancy and the future plan for filling the vacancy. The employment relationship between the College and an ACF member will terminate unless the appointment is mutually renewed. The provisions of this Article pertain only to ACF.

ACF shall be eligible for all rights and privileges outlined in this Agreement except as specified in this section. ACF are not eligible to serve on search committees, and the following Articles do not apply to ACF:

- Article 33 (Sabbatical Leave)
- Article 35 (Unpaid Leaves of Absence)
- Article 38 (Promotion and Tenure)
- Article 39 (Tenure-Track Faculty Search Committees)

The following Articles are modified for ACF by the terms and conditions outlined in this Article:

- Article 4 (Faculty Workload and Responsibilities)
- Article 5 (Academic Calendar Year)
- Article 18 (Reduction in Force)
- Article 19 (Grievance Procedure)
- Article 24 (Overload Pay)
- Article 25 (Substitute Pay)
- Article 30 (Personal Leave)
- Article 31 (Sick Leave)

Section 22.02 – ACF Selection Committee

ACF will be hired through a modified departmental search process consisting of the department Chairperson and up to three (3) tenured faculty members from the department. The process for selecting the faculty committee members will follow the guidelines established by the department's full-time tenure-track faculty and implemented by the Chairperson.

Each year, by September 15th, all academic units with ACF allocations will form an ACF Selection Committee. The ACF Selection Committee will serve several functions.

A. Selection of New ACF

The department ACF Selection Committee will interview and recommend candidates to fill any newly authorized ACF positions in the department for the next academic year, or to fill any vacancies created by a non-renewed department ACF.

B. ACF Renewal

1. By January 31st, the ACF Selection Committees for departments that have assigned ACF members will begin initiating the review process for current ACF members and will assess the performance of the department's ACF members based on classroom observations that begin the first semester, student evaluations, and other methods used to evaluate faculty.
2. By January 31st, the department Chairperson will send an e-mail notification to all current ACF members in the department to determine their interest in renewal as an ACF for the next academic year.
3. By February 15th, the ACF will reply to the department Chairperson stating whether s/he intends to seek renewal as an ACF for the next academic year.
4. By March 15th, the departmental ACF Selection Committee will meet and make a recommendation of whether each ACF in the department should receive an offer to renew the annual appointment for the next academic

year. The department Chairperson will share the recommendations with the division Dean.

5. By March 31st, the department Chairperson will evaluate each ACF in the department and will notify the ACF whether s/he will be offered a continuing contract for the next academic year.

Section 22.03 – Work Load and Responsibilities

A. Purpose

ACF are professionals in their respective disciplines and, like full-time tenure-track faculty, play an integral role in aiding the College to achieve its teaching and service mission. Their duties and responsibilities must contribute to the overall mission of the College and will also be fundamentally guided by the needs of the students, student success, the College, and the community that all serve. The use of ACF is intended to offset the utilization of adjuncts and to provide dedicated levels of support for the needs of the department and/or academic affairs division. The College has agreed to extend to tenure-track faculty scheduling preference and rights of first refusal prior to ACF workload hours as defined in this Article.

B. ACF Workload

The ACF workload is eighteen to twenty-one (18-21) instructional hours, plus three (3) departmental hours, and up to an optional three (3) overload hours per week, per semester. Instructional hours may be voluntarily reassigned to other work as provided in this Article. Reassigned hours will be offered only after tenure-track faculty have exercised their right of first refusal in accordance with Article 4.

C. Departmental Hours

Each ACF will be assigned three (3) additional departmental hours per week (each departmental hour is the equivalent of two clock hours) for departmental activities to include meetings with students and colleagues. These hours will be scheduled and posted, and the ACF will provide written notification of those hours to the department Chairperson.

With the approval of their Chairperson, an ACF may choose to serve any portion of these hours in an alternative location, such as a tutoring lab.

Departmental hours should correspond with learning activities. The canceling of posted departmental hours without taking leave time is permissible only if initiated or sanctioned by the College. ACF, who are late for scheduled hours, may make them up as outlined in Section 4.04 or must take leave for the time missed.

D. Overload

The ACF overload is up to three (3) instructional hours. ACF overload hours will be scheduled after tenure-track faculty have selected their overload hours.

E. Mission and Learning Support

ACF are not eligible for and do not participate in the College's tenure and promotion process, and do not have the same Mission and Learning Support requirements/expectations as full-time tenure-track faculty. ACF support activities include outside-of-class preparation, grading, and routine advising of in-class students relative to the course and subsequent courses in that sequence.

The time served as an ACF may not be counted for the purposes of promotion and tenure. However, activities conducted as an ACF that demonstrate advancement and communication of knowledge in the discipline, participation in professional development activities, and contribution to the growth and development of the College may be used as evidence of excellence in instruction and instructional support and service should the ACF ever become a tenure-track faculty member and apply for promotion and tenure.

F. In-Service and Departmental Meetings

ACF are required to attend In-Service, departmental, and divisional meetings. ACF are paid at the meeting rate (half of the ACF hourly rate) for time spent at meetings/trainings for which tenure-track faculty are provided meeting rate compensation.

G. Course Assignments

ACF will be given preference of teaching assignments to reach their maximum workload hours after tenure-track faculty have selected overloads and before assignments to adjunct faculty. Ultimately, course assignments are subject to the department Chairperson's discretion as outlined in Article 4.

ACF may teach using all modalities, such as distance learning, blended, and flex courses, as part of a regular load. The College reserves the right to assign ACF to multiple campuses as needed.

The low enrollment section compensation stipulations specified in Article 4 apply to ACF.

H. Banking Hours

ACF may bank overload hours from Autumn semester for use in Spring semester to meet minimum/maximum workload requirements.

Section 22.04 – ACF Compensation

A. Compensation

ACF will generally be offered a one-year appointment. Within that academic year appointment, each ACF member will be offered a separate contract based on the workload for each semester at the ACF rate.

B. Salary Increases

For each year of this Agreement, each ACF member will receive the same salary increases (and lump sum payments, if any) that tenure-track faculty receive under Article 23, Section 23.01.

C. Supplemental Contracts

1. Summer

ACF are eligible to teach courses during the Summer semester on a separate contract at the College's discretion provided they have been renewed for the following academic year. An ACF summer workload is twelve (12) instructional hours, plus three (3) departmental hours to be compensated at the ACF rate. If an ACF carries less than twelve (12) instructional hours, they will be considered to be teaching in an adjunct capacity and will be bound by the adjunct maximum load hours and will be compensated at the adjunct hourly rate. An ACF must submit a request to teach Summer semester in the same manner and within the same time frame as tenure-track faculty and as referenced in Section 4.08.

2. Overload

ACF are eligible for overloads up to a maximum of three (3) instructional hours. Any overload will be paid at the overload rate. ACF overload hours will be scheduled after tenure-track faculty have scheduled their overload hours.

3. Reassigned Time

Upon approval by the Chair, Dean, Senior Vice President of Academic Affairs, and upon the College's prior notification of such approval to the Association President, an ACF may be offered reassigned time in order to support the fulfillment of the College's objectives. Reassigned time is a voluntary agreement, and the ACF has the right to request the assistance and participation of a CSEA representative in the process of discussing reassigned time and the duties involved.

4. Substitute Pay

The College will compensate ACF who substitute for other faculty at the overload rate set forth in Article 24.

D. Parity Compensation

If during the duration of this contract the Board of Trustees approves an across-the-board salary increase or lump sum payment for another bargaining unit or a broad class of non-bargaining unit staff within a fiscal year that is greater than the amount ACF members receive (as outlined in Section 22.04-B), ACF faculty pay will be adjusted so that ACF members receive parity for that fiscal year.

This provision does not apply to market salary adjustments, adjustments to increase the compensation of employees who fall within the lower tiers of overall compensation for employees of the College, job reclassifications, departmental

reorganizations, or increases provided by individual contracts or grants. This provision also does not apply to individual merit increases or bonuses, unless such merit increases or bonuses become the primary means of adjusting salaries for another bargaining unit or a broad class of non-bargaining unit employees during the duration of this contract.

Section 22.05 – Benefits

A. Health Benefits

The College will offer ACF the following benefits:

- Single or family coverage health insurance (CORE PLAN)
- Single or family coverage dental insurance (DELTA DENTAL)
- Single or family coverage vision insurance (VSP)

B. Life Insurance

The College shall provide life insurance in the amount of two (2) times the ACF member's contract rate or estimated contract rate for the academic year, exclusive of any summer contracts.

C. Disability Insurance

The College shall provide disability insurance coverage equal to 60% of the ACF member's contract rate or estimated contract rate for the academic year, exclusive of any summer contracts.

D. Fee Waiver

ACF are eligible for fee waiver once they meet the criteria established by the College for general eligibility. They are not eligible for tuition reimbursement.

E. Flexible Spending Accounts, 403(b) and 457 Accounts

ACF may participate in any flexible spending or investment account opportunities which the College may offer to employees.

Section 22.06 – Leave

A. Sick Leave

ACF will accrue a total of twelve (12) days of sick leave in an academic year.

The terms and usage for sick leave are the same as those outlined in Article 31 and/or College Policies/Procedures, except that ACF may not cash out unused sick leave. ACF generally may not carry over unused sick leave except that ACF that are contracted to teach in Summer semester and who have a sick leave balance from the immediately preceding Autumn or Spring semester may carry over unused sick leave for the duration of the Summer semester. Upon completion

of the Summer semester, the sick leave balance is returned to zero and leave will begin accruing in the new academic year.

B. Personal Leave

ACF will receive two (2) Personal Leave days at the start of each semester of the academic year.

The terms and usage for personal leave are the same as those outlined in Article 30 and/or College Policies/Procedures, except that ACF may not carry over or cash out unused personal leave.

Section 22.07 – Reduction in Force

In the event of a reduction in force (“RIF”) or if the College has to lay employees off, ACF members will be laid-off before tenure-track faculty and non-bargaining unit teaching and teaching assistant personnel, but after adjunct faculty.

Section 22.08 – Annual Appraisals, Observations, and Evaluations

A. Annual Appraisals

1. ACF, whether on an initial annual appointment or a renewal appointment, will submit an annual self-appraisal to the department Chairperson by March 1st.
2. The self-appraisals will include a narrative summary to document how the ACF has met or exceeded expectations in the categories highlighted. The narrative summary should highlight the important contributions the ACF has made toward improved student learning.
3. ACF self-appraisals are to include reflection upon the ACF’s growth as a faculty member, describing instruction and assessment methodologies, changes made in the teaching/learning process as a result of feedback, student evaluations, and other activities or contributions. Reflection should include comments on instructional activities as recorded on the Faculty Observation Report, which corresponds to a list of behaviors associated with instructional performance.

B. Faculty Observation Reports

1. ACF observations are to be conducted by the ACF member’s department Chairperson and appropriate tenure-track faculty in the department, including but not limited to search committee members, Lead Instructors, and/or mentors according to the following minimum timelines:
 - a. 1st year – 1st semester – 1 class observed by department Chairperson.
 - b. 1st year – 2nd semester – 1 class observed by department Chairperson or designee.

- c. Continuing Appointments – Observed two (2) times per year by the department Chairperson/designee.
2. Instructional activities to be observed include, but may not be limited to, classroom instruction, laboratory and clinical instruction, and web-based instruction.

C. Performance Evaluations

ACF will receive annual performance evaluations conducted by the department Chairperson in conjunction with lead faculty members and based on classroom observations that begin in the first semester, student evaluations, and other methods used to evaluate faculty.

1. ACF who are on an initial appointment will first be evaluated by November 30th (mid-year evaluation) and have a final evaluation by March 31st.
2. ACF who are on a renewal appointment will be formally evaluated by March 31st.

Section 22.09 – Caps on ACF

The parties agree that the College shall employ a maximum of seventy-five (75) ACF during the term of this contract. In departments where ACF positions have continued for more than three (3) years, the College will review and discuss in a Labor Management Committee meeting the rationale for continuing these positions as ACF rather than converting them to tenure-track positions.

ARTICLE 23 – FACULTY SALARY

Section 23.01 – Salary Ranges

- A. Effective Autumn semester 2017, the salary ranges of each rank shall be:
 1. Instructor \$41,460 - \$56,386
 2. Assistant \$49,752 - \$67,445
 3. Associate \$60,095 - \$85,913
 4. Professor \$70,734 - No Cap
- B. All faculty employed as of the first day of Autumn semester 2017, will receive a one-time base salary compression adjustment or an adjustment to the base of the pay band, whichever is greater. Adjustments will be made according to the following parameters:
 - Professors with 20+ years of service: \$1,700
 - Professors with less than 20 years of service: \$1,500
 - Associate Professors: \$1,300

- Assistant Professors: \$1,100
- Instructors: \$900

Section 23.02 – Salary Increases

- A. Effective July 1, 2017, each tenure-track faculty member will receive a 3.0% salary increase and a one-time lump sum payment of \$1,500 that does not become part of the faculty member's base salary.
- B. Effective July 1, 2018, each tenure-track faculty member will receive a 2.0% salary increase.
- C. Effective July 1, 2019, each tenure-track faculty member will receive a 1.0% salary increase.

Section 23.03 – Promotion Raises

Upon promotion in rank, faculty will have their salary increased to the base salary of the new rank, or receive a salary increase of 5%, whichever is greater. If that faculty member follows the traditional timelines and receives promotion to the rank of Associate or Professor within four (4) or five (5) years, then the faculty member will receive an additional bonus of \$2,000.

Section 23.04 – Salary Administration

At no time will any faculty member be outside the established pay ranges.

Section 23.05 – Parity Compensation

If during the duration of this contract, the Board of Trustees approves an across-the-board salary increase or lump sum payment for another bargaining unit or a broad class of non-bargaining unit staff within a fiscal year that is greater than the amount tenure-track faculty members receive (as outlined in Section 23.02), tenure-track faculty pay will be adjusted so that faculty members receive parity for that fiscal year. This provision does not apply to market salary adjustments, adjustments to increase the compensation of employees who fall within the lower tiers of overall compensation for employees of the College, job reclassifications, departmental reorganizations, or increases provided by individual contracts or grants. This provision also does not apply to individual merit increases or bonuses, unless such merit increases or bonuses become the primary means of adjusting salaries for another bargaining unit or a broad class of non-bargaining unit employees during the duration of this contract.

ARTICLE 24 – OVERLOAD PAY

Beginning Autumn semester 2017, the overload pay rate for the first year of this Agreement, shall be \$51.83, which is 5% above the Fiscal Year 2017 adjunct rate of \$49.37. Beginning Autumn semester 2018, the overload rate shall be \$52.87, which is an additional 2% above the Autumn semester 2017 overload rate.

ARTICLE 25 – SUBSTITUTE PAY

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

ARTICLE 26 –TEACHING AWARDS

Section 26.01 – Distinguished Full Professor Award

Each academic year, up to four (4) full-time faculty holding the rank of Professor for four (4) years or more may be selected as a Distinguished Professor. Recipients will be selected during Spring semester of each year by a committee consisting of three (3) Professors from the Business and Engineering Technologies Division, and/or the Health and Human Services Division, and three (3) Professors from the Arts and Sciences Division, along with the Academic Deans of each division.

Professors may only receive this award once every three (3) years with a maximum of three (3) awards for any individual Professor. A selection committee will evaluate a portfolio submitted by the Professor that documents distinguished professorial achievements during the previous three (3) years.

Recipients of this award will receive an after-tax bonus of \$3,000.

Section 26.02 – Distinguished Teaching Award

Each academic year four (4) faculty will be selected for a Distinguished Teaching Award. Distinguished Teaching Award winners will be selected during Spring semester of each year by a committee consisting of the previous year's Distinguished Teaching Award winners, and one academic administrator appointed by the Senior Vice President of Academic Affairs.

Winners of the Distinguished Teaching Award will receive a one-time after-tax bonus of \$3,000 and will be provided with a reserved parking space for one semester of their choice during the following academic year. In addition, full-time faculty who win the Distinguished Teaching Award will be provided with two (2) hours of reassigned time during Spring semester in order to perform classroom observations of the next year's nominees and to participate on the selection committee for the next year's Distinguished Teaching Award.

ARTICLE 27 – BENEFITS

Section 27.01 – Benefits

All bargaining unit members shall be offered the following benefits for the term of this Agreement. In the event of a change in carrier or program, the overall benefits shall be substantially similar to the benefits provided on the effective date of this Agreement.

To ensure that benefits are not diminished, the College shall negotiate any proposed change in benefits with the Association prior to implementation or agreement with a carrier or provider; however, optional medical plans not outlined in Section 27.02 are not subject to this provision.

Section 27.02 – Healthcare Benefits

Faculty members electing medical, dental, and/or vision benefits may elect to have their premium contributions deducted from their salary before federal taxes are deducted.

All medical, dental, and vision plans maintained by the College for the duration of this Agreement and referenced in this Agreement shall be substantially similar to or greater than those described in the plan summaries in place as of July 1, 2017. Changes in these plans that are not substantially similar to current plans requires in-term bargaining between the College and the Association.

A. Medical Benefits

The College shall pay 70% or 80% of the medical premium equivalent for the Core Plan (UHC Core Plus Choice Plan). The faculty member shall pay 20%-or 30% of the premium equivalent for the Core Plan. The premium contribution level is based on the participation in the Healthcare Engagement program.

1. Healthcare Engagement

The College and the faculty have a joint interest in maintaining a healthy workforce. To that end, faculty must annually participate in the Health Rewards program and document any combination of eight (8) points from the following healthy activities in order to maintain paying 20% of the medical premium equivalent. These activities include:

- a. Annual wellness visit (1 point)
 - b. Biometric screening (2 points)
 - c. Dental cleaning (2 points for first exam; 1 point for second exam)
 - d. Health risk assessment (2 points)
 - e. Age-specific tests and other preventative care (1 point)
 - f. Online health coaching (2 points)
 - g. Condition management (2 points)
2. The faculty member on an individual plan and his/her spouse/partner on a

family plan will have to be engaged and participate in the above activities by June 30th of each year of the program. If the faculty member and/or spouse/partner fails to participate and document these activities by the above date, the faculty member shall pay 30% of the medical premium equivalent the next calendar year and every year thereafter until they document participation the following year(s).

B. Dental Benefits

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

The plan design shall remain comparable to the plans: Delta Dental Delta Preferred Option (point-of-service Group #7414-0001).

C. Vision Benefits

The College shall offer a vision plan. The College shall pay 50% of the vision premium equivalent and the faculty member shall pay 50% of the vision premium equivalent.

Section 27.03 – Long-Term Disability Insurance

The College shall provide disability insurance coverage for all full-time faculty. The benefit, when approved by the LTD carrier is at 60% (subject to income reduction) of the faculty member's prior year salary; not to exceed \$6,000 per month. In the event that a faculty member applies for this insurance, the insurance carrier will have sole responsibility for determining eligibility and to apply all applicable criteria for coverage.

This coverage is intended to be the same as all other employees of the College.

Section 27.04 – Life Insurance

The College shall provide life insurance in the amount of two (2) times the faculty member's previous academic year (two semesters) salary, exclusive of pay for teaching summer and overload.

ARTICLE 28 – COLLEGE HEALTH CARE COMMITTEE

Due to the fundamental importance of health care for all members of the College community, the College has created the College Health Care Committee. The purpose and charge of this Committee is to study and research different facets of health care to make recommendations to the President and the various constituencies. Some of the responsibilities of this Committee will include but are not limited to the following:

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

The Committee shall have two (2) members representing the Staff, two (2) administrator representatives, and two (2) members from each union. The Vice President of Human Resources/designee shall chair the Committee. Formal minutes of each meeting must be recorded and approved by the Committee. Once approved, minutes must be accessible to any member of the campus community. All recommendations of the Committee will be reduced to writing and subject to a roll call vote of the present Committee members. Absent unanimous consent, there must be two (2) weeks between written recommendations and a vote to provide Committee members time to share the proposed recommendations with their constituencies. The results of any roll call vote must be recorded in the minutes. The Committee shall meet at least quarterly and shall have the right to have others in attendance who have the expertise that is needed for the work of the Committee. These additional attendees may not vote. No meetings of the Committee shall occur during the breaks. Changes in plan design and/or costs associated with health care must be bargained.

ARTICLE 29 – FLEXIBLE SPENDING ACCOUNT

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

Individuals participating in this Plan (“Participants”) shall participate in the plan from July 1st through June 30th of each year, making elections annually. Elections thereafter cannot be changed or revoked during the Plan year unless the Participant or their spouse experiences a change of status, or the required contributions to pay premiums for the elected benefits change during the Plan year. Eligible expenses must be incurred during the Plan year. Eligibility and use of the Plan shall be governed by Internal Revenue Code 125 and any and all subsequent amendments.

If elected, employee contributions to the Plan for covered vision, medical, and dental expenses, and child and dependent care expenses, shall be made by payroll deduction on a pre-tax basis.

The Plan shall provide a copy of the Summary Plan Description to each Participant upon request.

If plan participation does not exceed 15% of eligible faculty in a given year, the College may, by mutual agreement with the Association, discontinue the Plan the following year.

ARTICLE 30 – PERSONAL LEAVE

Section 30.01 – Personal Leave Definition

Faculty shall receive four (4) Personal Leave days per year. Personal Leave is a faculty member’s absence from instruction, in class or laboratory, or other duty-specific assignment in the course of the Academic Year. No reason shall be required for use of Personal Leave.

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

Personal Leave shall not be used in the two (2) business days immediately prior to the start of Autumn semester and the one business day immediately prior to the start of Spring semester, unless granted by the Chair under exceptional circumstances. Personal Leave shall not be used in less than half hour increments.

Personal Leave shall not be unreasonably denied. The parties agree that there may be occasions when the faculty member’s presence is necessary at department meetings or on In-Service Day, and when their repeated absence from classes adversely impacts instructional integrity and quality. On such occasions, the Chairperson may deny a request for Personal Leave, and provide a rationale for the denial. Any leave taken on In-Service

Day shall not exceed six and a half (6.5) hours. If a faculty member has established web hours that day that are posted and are required to be worked, then the six and a half (6.5) hours can be adjusted/modified if approved in advance by the Chairperson.

At the conclusion of each calendar year, bargaining unit members will be compensated at their current per diem rate for all unused Personal Leave up to a maximum of two days (sixteen hours).

There shall be no carry-over of Personal Leave from year to year.

ARTICLE 31 – SICK LEAVE

Section 31.01 – Sick Leave Policy

The College recognizes that from time to time faculty members will need to take sick leave. Paid sick leave will be used only for personal illness, adoption, injury, pregnancy, exposure to a contagious disease, which could be communicated to others, or for death, illness, or injury to a member of the faculty's immediate family. See also benefits available under College's Family and Medical Leave Policy and Procedures in effect at the signing of this Agreement. Sick leave may be used for appropriate absences for both the faculty member's regular workload and overload.

Full-time faculty who work a 100% schedule are credited with time for sick leave at a rate of ten (10) hours per calendar month of completed service. Other faculty working reduced work schedules shall have their time for sick leave credited and deducted at a rate in proportion to their appointment. Full-time faculty members, regardless of whether they take a supplemental summer contract, will be credited with time for sick leave at a rate of fifteen (15) days per year. Time for sick leave may be accumulated without limit.

If a faculty member is absent from work due to a work-related injury and receives lost-time compensation from the Bureau of Workers' Compensation, that faculty member is not eligible to utilize sick leave or receive pay from the College for that absence or any subsequent related absence for which s/he receives lost-time compensation. Such leave shall be counted as Family and Medical Leave under FML Policy and Procedures in effect at the signing of this Agreement.

Sick leave accumulated by a faculty member while previously employed by another public agency is transferable in accordance with the provisions of the Ohio Revised Code and related regulations. However, that transferred time may only be used at CSCC after all other leaves have been exhausted. Further transferred sick leave shall not be paid out upon retirement of the employee who transferred the sick leave.

Faculty who are actively employed with the College and, at the time of their death, disability, or service retirement, have ten (10) or more years of service with the College or any agency of the state or any of its political subdivisions, may convert their accrued but unused time for sick leave to monetary compensation. In order for a retiring faculty member to be eligible for this payment, the faculty member must retire directly into a state retirement system from active employment with the College.

One-fourth of the accumulated sick leave earned as a faculty member of the College, or any agency of the State or any of its political subdivisions to a maximum of forty-five (45) days shall be converted to a cash payment at the time of retirement, based upon the adjunct faculty member's rate of compensation at the time of retirement. For purposes of calculating the sick-leave payout for deceased faculty, the College shall pay to the estate of said faculty member the equivalent of up to forty-five (45) days of unused sick time. For purposes of issuing the sick-leave payout to the estate of a retired faculty member, the faculty member must have retired directly into a state retirement system from active employment with the College. The payment for sick leave under this policy eliminates for all time the sick leave credit of the faculty at the time of retirement, and such payment will be made only once to any faculty member.

The College will establish procedures to administer this Policy.

Section 31.02 – Sick Leave Procedure

Faculty members who must be absent because of sick leave shall notify their administrator as soon as practicable under the circumstances; generally at least within one hour of reporting time. Faculty members shall file with their administrator a completed absence form within three (3) working days following the period of sick leave absence. The faculty member shall only be required to reflect on the absence form the actual number of contact hours, office hours, or other scheduled hours missed during the faculty member's absence. A faculty member who misses one full week of work shall reflect forty (40) hours on the absence form. The administrator shall approve or deny the form and notify the faculty member. Disciplinary action may be taken if a faculty member fails to file or falsifies an absence report as provided in this section.

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

An authorized administrator may request information from a faculty member requesting sick leave to determine whether the sick leave request should be approved. A health care provider's statement, if available, will be provided.

If a faculty member's sick leave meets the conditions of the College's Family and Medical Leave Policy, the absence will also be counted as Family and Medical Leave. A faculty member who taught during three (3) of the past five (5) summer terms, or who has notified his/her department Chairperson by the time that summer teaching assignments are made in the department that s/he intends to teach summer term, shall be permitted to use Family and Medical Leave and available sick leave to cover short-term or long-term absences due to illness or injury occurring over all or part of a summer term.

If a faculty member is taking Family and Medical Leave for a reason that meets the criteria for taking sick leave (under the Sick Leave Policy and Procedure in effect as of the signing

of this Agreement), the faculty member shall, while on FML, utilize his/her accumulated sick leave balance (under the FML Procedure in effect at the signing of this Agreement). If a faculty member's absence due to a reason covered by the FML Policy exceeds the faculty member's earned sick leave, vacation, and personal leave, the faculty member will continue to be eligible for leave pursuant to the FML Policy and Procedure but will not be paid for the balance of the FML absence.

There may be times when a faculty member has utilized FML available to him or her in a given year but needs additional leave because of a serious medical condition. As long as the faculty member has a sufficient accumulated leave balance to cover the additional leave needed, the faculty member will be entitled to reinstatement at the end of said leave, under the same conditions that reinstatement is available under the FML Policy and Procedures in effect at the signing of this Agreement.

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

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

ARTICLE 32 – LEAVE DONATION

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

Section 32.01 – Definitions

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

Section 32.02 – Transfer of Donation

Once leave is donated, it shall not be returned.

Donated leave is paid at the rate of pay of the employee for whom the leave is donated, no matter which employee donates the leave. When an employee is diagnosed with a catastrophic illness/injury, the employee must apply for Long-Term Disability, Workers

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

ARTICLE 33 – SABBATICAL LEAVE

Section 33.01 – Definitions

- A. **Sabbatical:** A paid period of absence from ordinary work duties for the purpose of professional development.
- B. **Semester Sabbatical:** Refers to any such leave for a minimum of one semester.
- C. **Nonstandard Professional Development Sabbaticals:** Refers to any such leave lasting longer than two (2) weeks where the approval process needs to be shortened to accommodate the opportunity. A professional development opportunity lasting less than two (2) weeks in length will be considered as a training or conference request.

Section 33.02 – Purpose

The purpose of a sabbatical is to provide opportunities that mutually benefit both the faculty member and the College that fall outside the usual and customary activities of the faculty member. Specifically, a sabbatical should:

- A. Support the faculty member's personal and professional growth.
- B. Support student growth and learning.
- C. Support College, division, and/or departmental goals and growth.

Examples may include but are not limited to: advanced degree completion, scholarly research to benefit both the individual and the College, technical proficiency, and research and/or training to enhance pedagogy. Sabbatical leave will generally be granted for a period of one semester for faculty. Special circumstances and opportunities may merit the granting of an extended sabbatical not to exceed two (2) semesters. Other forms of sabbatical for shorter periods may be granted to take advantage of non-standard professional development that does not require extended periods of training or scholarship.

Section 33.03 – Compensation

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

- A.** First semester or less of leave: 100% of salary and benefits.
- B.** Second semester of leave: 100% of salary and benefits.

To the extent permitted by law, compensation earned for the purpose of the sabbatical from another source is permissible upon recommendation by the Division and Department Sabbatical Committees and approval of the Dean.

Section 33.04 – Conditions

For semester sabbaticals, faculty may apply as early as Autumn semester of their sixth year of full-time faculty status for a semester sabbatical beginning as early as the first semester of their seventh year of full-time faculty status. Applications must be submitted at least two (2) semesters prior to the beginning of leave and within the first two (2) weeks of the semester. Subsequent semester sabbaticals may be applied for after an additional five (5) full years for faculty who will have a minimum of six (6) years of additional service after the satisfactory completion of the previous granted sabbatical.

Faculty shall be permitted to take a semester sabbatical during Summer provided they have been teaching full time for at least the previous two (2) consecutive summers.

Candidates for semester sabbaticals must meet all other deadlines and requirements for sabbatical leave as noted in the College's Policy and Procedures Manual. For nonstandard professional development sabbaticals, faculty may apply at any time for a sabbatical beginning after at least one year of full-time faculty status. Professional development sabbaticals are limited to no more than one opportunity within two (2) academic years. Professional development sabbaticals can be taken during any semester (including summer) in which the faculty member is under contract.

Each division shall have a standing faculty committee that will review all sabbatical applications and make recommendations for approval. All candidates for sabbatical must meet all requirements and deadlines as set forth in College Procedure with the exception of faculty applying for a Professional Development sabbatical, who will be exempt from the deadline requirements.

Faculty members granted sabbatical leave must take the leave during the time period for which it is granted. The College reserves the right to grant requested sabbaticals at a time more convenient to the College in light of department/division priorities.

Agreed upon products of the sabbatical experience – written reports, department/division/College presentations, instructional materials, etc. – must be completed by the date agreed to on the faculty member's sabbatical application.

Sabbatical applications must clearly indicate the expected product or outcome to be delivered upon completion of the sabbatical and any potential for additional, outside compensation related to the proposal submitted. Examples of acceptable products or outcomes include but are not limited to:

- Articles, books, or other publications
- Development of a new course or course materials
- Presentations to the department, division, and/or College
- Creative works
- Implementation of new technology or pedagogy

Within thirty (30) days after the beginning of the semester following the sabbatical, faculty will submit to the Division and Department Sabbatical Committees a document reflecting the approved product or outcome.

Section 33.05 – Continuation of Services

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

ARTICLE 34 – COURT SERVICE

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

Section 34.01 – Definition

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

Section 34.02 – Court Leave

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

ARTICLE 35 – UNPAID LEAVES OF ABSENCE

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

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

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

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

Section 35.01 – Application for Leave

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

Section 35.02 – Eligibility

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

A. **Illness or Disability**

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

- 1. Request for Leave:** A request for such a leave must be accompanied by a statement from a health care provider certifying the basis for leave (or for additional leave if it is an extension of FML) and that the length of time requested is reasonably necessary given the medical condition.
- 2. Reinstatement:** Before faculty can be reinstated, they must submit to the Human Resources Department a health care provider's statement, certifying that they have been examined and are able to resume the essential functions of their job. In addition, the Human Resources Department may request that faculty be examined by a physician appointed by the College. If there is disagreement between the faculty member's physician and the College's physician, the parties shall agree to a third physician whose

decision shall be final and binding on the parties. The cost for this will be split evenly between the College and the faculty member.

B. Professional Development

Professional development may include but is not limited to academic study, educational fellowship, and employment in a related business, industry, or profession. Approval of such leave requires the recommendation of the faculty member's immediate administrator and concurrence of all other administrators in the organizational chain. A request for an unpaid leave of absence for professional development, including academic or practical experiences, shall include an outline of the program of development to be pursued. An approved unpaid leave of absence without pay for professional development shall be granted for no longer than one year. Faculty on Professional Development leave of absence may elect to continue receiving fringe benefits. For leaves of absence lasting thirty (30) days or less, faculty may continue receiving fringe benefits by paying only their portion of the premium. For leaves of absence lasting more than thirty (30) days, faculty may continue receiving fringe benefits by paying both the College's and their own portion of the premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.

An unpaid leave of absence for a fraction of any academic semester will be granted to faculty with instructional responsibilities only with the approval of the department administrator to ensure that instruction is not disrupted. In order to maintain the quality of service at the College, an administrator may limit the number of concurrent leaves of absence for that department.

C. Faculty Exchange/Visitation Program

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

D. Personal Needs

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

Section 35.03 – Definition

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

A. Short-term leave of absence shall be for a period of thirty (30) calendar days or less and shall be requested in writing. Credit for service accumulation, salary calculation, promotional consideration, and payment of benefit premiums by the

College will not be affected. Faculty on an unpaid leave of absence may elect to continue receiving fringe benefits by paying their portion of this premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.

- B. Long-term leave of absence** shall be for a period of more than thirty (30) calendar days and shall be requested in writing. Credit for service accumulation, salary calculation, sick leave, personal leave, vacation leave, and promotional consideration will not be accrued. Faculty on an unpaid leave of absence may elect to continue receiving fringe benefits by paying both the College's and their own portion of this premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.
1. Amendments to an approved long-term leave of absence must be requested in writing. Amendments require approval by the faculty member's immediate administrator and the concurrence of the next-level administrator in the organizational chain.
 2. Upon completion of not more than three-fourths of the approved long-term leave of absence, faculty on leave will notify the Human Resources Department of their intention to return to employment with the College. Failure to make such notification could delay reinstatement.
- C. Factors:** For all leaves of absence, the factors to be considered in determining whether to grant or deny the leave of absence will include, but will not be limited to, the following:
1. whether the work unit can function effectively without the faculty member for the time of leave requested;
 2. whether the faculty member's work can effectively be accomplished in his or her absence by someone else within the work unit;
 3. whether the faculty member's work can effectively be accomplished by the short-term hire of another employee;
 4. the availability of other employees or potential employees with similar skills and experience necessary to accomplish the faculty member's work;
 5. whether granting or denial of the leave serves the best interests of the work unit or the College; or
 6. the ability of the College to reinstate faculty at the conclusion of the requested leave to their original job or another job at a similar level of responsibility.
- D. Failure to return** from a leave of absence on the scheduled date of leave termination, or failure of faculty to abide by the terms of the leave of absence, may be just cause for discharge of the faculty member, effective on the day following the last day worked. Benefits eligibility, if any, shall be based on benefits due the faculty member on the last day worked.

ARTICLE 36 – COLLEGE CREDIT PLUS

The Association and the College agree to support an effective framework that addresses College Credit Plus, with the understanding that State mandates and requirements, as well as the Ohio Department of Higher Education standards, may impact the framework. To ensure academic quality, rigor, and College standards for College Credit Plus, issues related to policy and procedures for courses, and ongoing compliance with mandates and requirements, as well as the Ohio Department of Higher Education standards, will be addressed with the College Credit Plus Committee and reviewed by the Academic Council.

No College Credit Plus course will be offered without oversight by an appropriately credentialed faculty member or instructor. The acceptance of a College Credit Plus lead or faculty course assignment is purely voluntary. If a new course is to be offered, it must go through the same approval process as courses offered on the College's campuses.

When the College offers a College Credit Plus course, the College will determine delivery mode options after consultation with the appropriate department faculty and will extend to qualified tenure-track faculty within the program or discipline the opportunity to teach or provide the requisite oversight for that course. If qualified tenure-track faculty within the program or discipline refuse the offer, or if there is no qualified tenure-track faculty within the program or discipline, the College will extend to a qualified ACF with at least one semester of teaching experience at the College the opportunity to teach or provide oversight of the College Credit Plus course. If qualified ACF within the program or discipline refuse the offer, or if there is no qualified ACF within the program or discipline, the College will offer to a qualified adjunct instructor who has participated in a College Credit Plus orientation program the opportunity to teach or provide oversight of the College Credit Plus course. Faculty teaching College Credit Plus courses enjoy the same academic freedoms outlined in Article 8.

Section 36.01 – College Credit Plus Committee

- A.** The College Credit Plus Committee will be maintained as part of the Academic Council to provide a mechanism by which recommendations associated with College Credit Plus can be made by faculty. Recommendations that directly impact faculty terms and conditions of employment will only be implemented upon agreement of the Association and the College.
- B.** College Credit Plus Faculty Fellow(s) will support the effective administration of the College Credit Plus Program.
- C.** The College Credit Plus Committee may elect to undertake the following activities:
 - 1.** Drafting/reviewing college-wide policy expectations for maintaining the integrity and quality of courses offered for College Credit Plus by Columbus State.
 - 2.** Drafting/reviewing college-wide procedures by which courses chosen to be offered by Columbus State are implemented and taught as dual enrollment courses in a high-school environment.

3. Drafting/reviewing college-wide procedures – in adherence to the Ohio Department of Higher Education guidelines for credentials in teaching College Credit Plus courses – to identify, mentor, and evaluate qualified individuals to teach approved College Credit Plus courses.
4. Drafting/reviewing college-wide guidelines for equitable application of duties and appropriate compensation for faculty who accept a College Credit Plus Lead or faculty position.
5. Drafting/reviewing a process to ensure college-level content, delivery, and assessment equivalent to the corresponding College course.

The College Credit Plus Committee will submit proposed college-wide procedures and guidelines to the Academic Council for its review. College Credit Plus recommendations of the Academic Council are subject to approval by the Senior Vice President of Academic Affairs. The College recognizes that the College Credit Plus Committee plays an integral role in aiding the College in maintaining the integrity of courses offered beyond the Columbus and Delaware campuses, and will therefore take the Committee's recommendations into consideration and make an effort to respond with questions, comments, concerns, and/or rationale within a reasonable amount of time.

Section 36.02 – Compensation

A. College Credit Plus Faculty Leads

Every department/discipline or program involved with the College Credit Plus program will have a minimum of one College Credit Plus Lead Instructor. The College will first extend to tenure-track faculty the opportunity to serve as a Lead Instructor within a department/discipline or program. If qualified tenure-track faculty within the program or discipline refuse the offer, or if there is no qualified tenure-track faculty within the program or discipline, the College will notify the Association, allowing them a maximum of five (5) business days from the date of notification to find a qualified tenure-track volunteer. If the Association cannot identify a qualified tenure-track volunteer within that time period, the College will extend to a qualified ACF the opportunity to serve as a Lead Instructor. If qualified ACF within the program or discipline refuse the offer, or if there is no qualified ACF within the program or discipline, the College will offer to a qualified adjunct instructor the opportunity to serve as a Lead Instructor.

The number of reassigned hours offered to Lead Instructors will be determined by the Department Chairperson on a case-by-case basis. The faculty member has the right to request the assistance and participation of a CSEA representative in this process. In making the determination, the Chairperson will consider the number of College Credit Plus Lead Instructors offered reassigned time, the number of faculty teaching College Credit Plus classes in their department/discipline, the amount of curriculum work required for each course offered, as well as the staffing, hiring, observing, and training of credentialed faculty. These reassigned hours would be separate and distinct from any other reassigned hours responsibility. The amount of reassigned hours may be

increased per the guidelines recommended by the Academic Council and CSEA, and approved by the Senior Vice President of Academic Affairs.

The following roles delineate a range of possible College Credit Plus Faculty Lead Instructor functions that a Chairperson may identify as needed for the department. These roles may include but not be limited to:

- Evaluating the credentials of high school applicants wishing to teach College Credit Plus classes in their department/discipline.
- Overseeing credentialed high school teachers.
- Mentoring College Credit Plus faculty.
- Observing College Credit Plus faculty.
- Assisting College Credit Plus faculty with the development of syllabi and course material.
- Troubleshooting concerns specific to College Credit Plus courses and instructors.

B. Credentialed Instructor of the Course

When College faculty teach a College Credit Plus course in the high school as the credentialed instructor of the course, the faculty member is compensated in the same manner as if they were teaching a non-College Credit Plus course at any other location. During the initial semester that the instructor teaches the College Credit Plus course, the instructor will receive an additional one-half (0.5) reassigned hour for each school district in which the instructor is teaching the course.

C. Credentialed Instructor of Record

When faculty are the Instructor of Record and working with high school teachers who are identified as facilitators, the faculty member will receive at least one hour of reassigned time to train a new facilitator. The training will take place preferably in the semester prior to the course implementation. Thereafter, the Instructor of Record will receive at least one contact hour for each course in which they are the Instructor of Record overseeing a facilitator.

D. In either of the above-referenced scenarios, faculty will remain eligible to teach up to the maximum amount of overload hours. College Credit Plus hours constitute a part of that workload.

E. When the College Credit Plus teaching responsibilities fall outside of the College's semester calendar, additional compensation will be based on the guidelines recommended by the Academic Council and approved by the Senior Vice President of Academic Affairs. The faculty member may choose whether those contact hours will be paid as special pay by payroll action or as ordinary pay during the semester. Faculty may bank hours taught outside the College's semester calendar according to Section 4.10 of this Agreement.

Section 36.03 – Minimum Class Size

Faculty teaching College Credit Plus classes that run in the high schools as the instructor of the course or Instructor of Record will be paid according to Section 36.02 regardless of the size of the class taught. The provisions of Article 4, Section 4.03(C) do not apply to College Credit Plus Courses taught in the high school.

ARTICLE 37 – PARENTAL LEAVE

Section 37.01 – Purpose

The College supports a work environment that offers solutions to the complex issues individuals face in balancing their work and family commitments. The College recognizes that supporting faculty as they balance career and family life ultimately benefits the faculty and institution alike. The purpose of parental leave is to provide a birth mother or a parent with paid time off to recover from childbirth and/or to care for and bond with a newborn or newly adopted child.

Section 37.02 – Intent

- A.** The intent of parental leave is to provide eligible faculty and staff members with a paid leave benefit that may be combined with other leave programs to maximize the length of paid leave available and to supplement paid time off under the College's Family and Medical Leave (FML) Policy, Procedure 3-36(D), for birth and adoptive events.
- B.** Parental Leave is a benefit of employment and its use must not have a negative impact on employment status or opportunities.
- C.** Departments should be flexible in managing Parental Leave requests, so as to permit employees to effectively combine career and family responsibilities.
- D.** Workload issues should be proactively managed so that excessive work demands are not placed on remaining faculty and staff.

Section 37.03 – Definitions

- A. Adopted Child** - A child up to eighteen (18) years of age who is adopted through public, private, domestic, international, or independent means and who is not the stepchild of the adoptive parent.
- B. Birth Mother** – One who gives birth to a child.
- C. Parent** – One who is not the birth mother and who is legally responsible for childrearing. Includes any one of the following: father, mother, spouse, adoptive parent, domestic partner, or employee using a surrogate/gestational carrier.
- D. Adoptive Parent** - One who, via a legal process, has taken a child into one's family.

- E. Domestic Partner** - An opposite or same sex adult partner who has met the requirements of and has a completed Certificate of Domestic Partnership on file with the Office of Human Resources.
- F. Foster Parent** - One who has undergone a placement proceeding to assume childrearing responsibilities.
- G. Stillbirth** - The loss of a fetus during or following the 20th week of pregnancy.

Section 37.04 – Eligibility

In order to be eligible a faculty member must meet all of the following criteria:

- A.** The faculty or staff member is a birth mother or becomes a parent immediately following a birth or adoptive event.
- B.** The faculty member holds a tenure-track or ACF appointment.
- C.** The faculty member has completed at least one year of service prior to the date of the birth or adoptive event for which Parental Leave is to commence, as defined in the College's FML Policy, Procedure 3-36(D)(2).

Section 37.05 – Leave Amount

- A.** Parental Leave is paid at 100% of the faculty member's regular salary amount for the specified number of hours in this Article.
- B.** All eligible faculty (birth mother and parent) can take up to 160 hours (four work weeks) of parental leave to care for and bond with a newborn or newly adopted child.
- C.** Eligible birth mothers can take up to an additional eighty (80) hours (two work weeks) for the recovery from childbirth for a maximum Parental Leave benefit of 240 hours (six work weeks.)

Section 37.06 – Use

- A.** Parental Leave will commence following the birth or adoption of a child.
- B.** When medically necessary or necessary to fulfill the legal requirements for an adoption, Parental Leave may be taken prior to the birth or adoptive event, provided all eligibility requirements are met when the leave commences.
- C.** Pursuant to the sick leave provisions (Article 31 and College FML Policy, Procedure 3-36), the birth mother is eligible to take Sick Leave and must exhaust all Parental Leave prior to the use of Sick Leave. Parental Leave does not have to be exhausted prior to the use of short-term disability.
- D.** Parental Leave must be exhausted prior to the use of Personal Leave when such leave is requested for the purpose of a birth or adoptive event.

- E.** Parental Leave will run concurrently with available Family and Medical Leave. If the amount of Family and Medical Leave available is less than the amount of Parental Leave to be taken, Parental Leave will still be granted as specified in this policy, without regard to the existence of the individual's available Family and Medical Leave.
- F.** Parents (non-birth mothers) may take Parental Leave at one time or intermittently prior to the birth or adoptive event and/or during the first year following the birth or adoptive event, with advance notice, scheduling, and Department Chairperson approval. Departmental approval shall not be unreasonably withheld.
- G.** A birth mother may choose to return to work prior to the exhaustion of Parental Leave and must present a return-to-work certificate from the health care provider. After the birth mother's return to work, the remaining Parental Leave may be taken on an intermittent schedule with advanced notice, scheduling, and Department Chairperson approval, within one year from the birth of the child. Departmental approval shall not be unreasonably withheld.
- H.** Parental Leave may be taken in cases of Stillbirth. In such event, a maximum of two (2) weeks of Parental Leave may be used and appropriate medical documentation is required. Additional time may be used from Sick Leave balances when supported by medical documentation.
- I.** One Parental Leave benefit is available per employee, per birth or adoptive event. The number of children involved does not increase the length of Parental Leave granted for that event.

Section 37.07 – Tenure

The tenure clock will be stopped for faculty for one year for responsibilities related to the birth or adoption of a child under six (6) years old.

Section 37.08 – Responsibilities of Faculty Member

- A.** The faculty member will give written notice to the Department as far in advance as possible when anticipating Parental Leave.
- B.** The faculty member will submit the appropriate documentation in accordance with College Policies and Procedures.
- C.** For the use of Parental Leave as a Domestic Partner, the faculty member will ensure that a Certificate of Domestic Partnership is on file with Human Resources.

ARTICLE 38 – PROMOTION AND TENURE

Section 38.01 – Promotion and Tenure Procedures

The granting of Promotion and Tenure shall be in accordance with the processes set forth in Columbus State Community College Policy 5-19 (effective August 31, 2015), Procedure 5-19(D) (effective August 31, 2015), and 5-19(I) (effective August 31, 2015).

The Promotion and Tenure Process Committee is responsible for recommending updates to the Promotion and Tenure timelines and the Promotion and Tenure Handbook.

A tenure-track faculty member's participation in the promotion to Associate Professor and Professor is purely voluntary. Therefore, any mention of denial of promotion to these ranks shall not negatively impact any evaluation process, including but not limited to, reference in annual appraisals or during future promotion processes.

Section 38.02 – Placement into Instructor Rank

- A.** New faculty hires will be placed in accordance with the following schedule:
- All new faculty who are hired with at least 15 points will be initially placed at 4% above the base instructor salary.
 - All new faculty who are hired with at least 19 points will be initially placed at 8% above the base instructor salary.
 - All new faculty who are hired with at least 23 points will be initially placed at 12% above the base instructor salary.
- B.** Unless a higher number of points are provided in Procedure 5-19(D), points will be awarded as follows:
- Education/Credentials (highest degree earned):
 - Associates = 3
 - Bachelors = 6
 - Masters = 10 points
 - Doctoral = 13 points
 - Professional Degree = 13 points
 - Additional graduate degrees: Masters = 2 points/degree, Doctoral = 2 points/degree
 - Professional Certifications relating to the discipline = 2 points
 - Professional Licenses relating to the discipline = 2 points
 - Published book(s) = 1 point per book
 - Published scholarly, peer-reviewed article(s) = 0.5 points per article
 - Years of teaching experience in the program/discipline and/or work experience other than teaching related to the discipline = 1 per year of the

five (5) most recent years of full-time experience, and 0.5 points per year for each additional year of full-time experience, up to a maximum of 10 points

- Military service relevant to the position = 3 points

Section 38.03 – Placement into Assistant or Associate Professor Rank

The College shall notify the CSEA President when it intends to hire new faculty at a rank above Instructor. Newly hired faculty may be placed at a rank above Instructor upon review of qualifications by the Department Promotion and Tenure Committee, and upon approval of the Chair, Dean, and Senior Vice President of Academic Affairs, if the new faculty member meets all of the academic requirements for said designations as set forth in Columbus State Community College Procedure 5-19(D) (effective August 31, 2015), and 5-19(I) (effective August 31, 2015). In no case will a new faculty member be placed directly into the rank of Full Professor.

Section 38.04 – Delays in Application for Tenure

A faculty member may petition the Dean of the division for a one-time delay of one year in application for tenure due to circumstances in the third or fourth year of full-time employment. Such circumstances must have a demonstrable negative impact on the faculty member's ability to perform duties required for tenure or to complete the portfolio for tenure. The petition must be submitted in writing to the Dean no later than October 1st of the fourth year.

ARTICLE 39 –TENURE-TRACK FACULTY SEARCH COMMITTEES

Section 39.01 – Purpose

The hiring administrator with the vacancy will be responsible for convening the search committee for an open tenure-track faculty position, with assistance from the Employment Coordinator. The committee membership will be diverse, and the members will be appointed as follows:

- Chairperson of the department (will serve as the committee Chairperson);
- Three (3) to five (5) tenured faculty members (if available) from the department with the vacancy. In the rare case that the only faculty with proper expertise in a content area are non-tenured, the departmental faculty may choose to select a non-tenured faculty member. The process for selecting these faculty members will be established and implemented by the department's full-time faculty. If the vacancy is for a position assigned to Delaware campus, at least one tenured faculty member will be from Delaware campus;

- One tenured faculty member and/or administrator from outside the department appointed by the College; and
- One tenured faculty member who is an Equity Advocate appointed at the discretion of the College pursuant to College Procedure 3-02(C).

The committee will choose up to three (3) candidates per vacancy. The Dean will meet with the department Chairperson and one or more of the department faculty on the committee to discuss the committee's recommendation. After the hiring decision is made and upon request of the committee, the Dean will meet with the committee to discuss the decision.

Section 39.02 – Notification

When a vacancy occurs in a tenure-track faculty position, within ninety (90) days, the College will make a determination and inform the Association with rationale at a Labor Management Committee meeting and in writing whether the College will fill, hold open, reallocate, or eliminate the position. When a tenure-track faculty position is to be held open, eliminated, or reallocated, the College will provide to the Association President a written rationale for this decision. The College will begin the search process for the new tenure-track faculty member no later than January 31st of the year of the vacancy or provide a rationale for further deliberation.

Section 39.03 – Reconvening of Hiring Committees

If another tenure-track faculty position becomes available in the same department within ninety (90) days of the completion of a hiring committee's work, and that committee has appropriate expertise, that committee may be reconvened to choose up to three (3) candidates for the new position from the original candidate pool, a new candidate pool, or a combination of both as determined by the committee.

ARTICLE 40 – FACULTY HIRED AS DEPARTMENT CHAIRPERSON OR ACADEMIC ADMINISTRATOR

Section 40.01 – Tenured Columbus State Faculty Hired as Department Chairperson or Academic Administrator

Any tenured Columbus State faculty member who accepts a position as a department Chairperson or an academic administrator will earn the equivalent of their salary (load and overload) earned as a faculty member in the most recent academic year and Summer semester, or the applicable base salary for the new position, whichever is higher. Chairpersons may teach up to five (5) contact hours per semester. The tenured faculty member will retain all of the rights and privileges related to tenure and established rank and has the right to return to his/her former faculty position if s/he notifies the College in

writing anytime. A tenured Columbus State faculty member who seeks to return to the faculty will retain all of the rights and privileges related to tenure and established rank both while serving as Chairperson or an academic administrator and after his/her return to the faculty. S/he may return to an open faculty position, or to a Board approved faculty position for which s/he is qualified upon submitting written notice to the College.

Should a Chairperson or academic administrator with tenure wish to return to the faculty s/he will return to the rank and tenure status s/he left to become Chairperson or an academic administrator. Upon such return to the faculty, the faculty member will be assigned the rate of pay s/he normally would have received had s/he not left the faculty position or last received as Department Chairperson/academic administrator, whichever is higher. The faculty member's years spent teaching, while also serving as Chairperson or an academic administrator, and activities undertaken while serving as department Chairperson or academic administrator, will be included for purposes of determining seniority only as it pertains to scheduling in accordance with Article 4, Section 4.03(2)(a) and also may be used for future promotions in rank. Such activities may be included as a promotion category as outlined in the College's Faculty Appraisal System. Upon returning to faculty status, the faculty member may not apply for promotion in rank until s/he has completed at least two (2) semesters of full-time tenure-track faculty employment.

Section 40.02 – Non-Tenured Columbus State Faculty Hired as Department Chairperson or Academic Administrator

Any non-tenured Columbus State faculty member who accepts a position as department Chairperson or an academic administrator will retain all of the rights and privileges related to established rank for a one-year period of service as Chairperson or an academic administrator and has the right to return to his/her former faculty position if s/he notifies the College in writing anytime. A non-tenured Columbus State faculty member who seeks to return to the faculty shall have the right of first refusal for any open faculty position in the department for which s/he is qualified. S/he shall be returned as a non-tenured Instructor and shall have the right to file for tenure and promotion in rank consistent with the time served as a faculty member prior to accepting the Chairperson position. The faculty member's years spent as Chairperson or an academic administrator may not be used for tenure or future promotions in rank. The faculty member's service activities while serving as department Chairperson may be used for tenure or future promotions in rank in service categories only.

ARTICLE 41 – COMPLIANCE WITH LAW

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

ARTICLE 42 – GRAMMAR

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

ARTICLE 43 – SAVINGS CLAUSE

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

If any portion of this Agreement is invalidated by a court of competent jurisdiction, and upon written request by either party, the College and the Association shall meet within thirty (30) days at a mutually convenient time in an attempt to modify the invalidated provision by good faith negotiations.

ARTICLE 44 – IN-TERM BARGAINING

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

ARTICLE 45 – NURSING/LACTATION ACCOMMODATIONS

Section 45.01 – Purpose

CSEA and the College agree that the health and wellbeing of our employees are critically important.

CSEA and the College recognize the importance of breastfeeding and encourage support from managers, supervisors, and co-workers for nursing mothers.

Section 45.02 – Locations

Full-time faculty who are breastfeeding may use their private office for the pumping of breast milk. If a private office is not available/practical, considering the faculty member's teaching location, the College will collaborate with the Association to identify a suitable private location, on an as needed basis, prior to the nursing mother's return to work.

Section 45.03 – Storage

Full-time faculty will have access to proper storage facilities for breast milk within the department, including a refrigerator provided by the College.

Section 45.04 – Scheduling

Department Chairs/designees will ensure that full-time faculty who are nursing will be allowed flexibility during scheduling courses. The amount of time required to travel between class locations will be taken into consideration.

ARTICLE 46 – COLLEGE SAFETY COUNCIL

The parties acknowledge that the College maintains a Safety Council whose chief aim is to improve the safety of guests, students, faculty, and staff. Working closely with the College's Police Department and others across the College who have responsibility for college safety, the Council is committed to maintaining a safe, secure learning and work environment, in and outside of the classroom, by:

1. Understanding the College's public safety programs, and each person's responsibility as a member of the college community to advance a safe and secure environment;
2. Identifying issues of key concern;
3. Providing feedback on programs, policies and procedures related to college safety, including emergency preparedness, crime prevention, education and training, safe and secure computing environment, and communication; and

4. Serving as a key communicator about college safety within the college community.

The Council meets regularly throughout the year, and it is co-chaired by the College Chief of Police and a faculty member. The Council is to be comprised of at least the following members of the College community:

1. A student appointed by the Dean of Student Life
2. A faculty member appointed by the CSEA
3. A faculty member from each of the following academic departments, appointed by the Senior Vice President for Academic Affairs:
 - a. Biological and Physical Sciences
 - b. Automotive
 - c. Health and Human Services, specifically from a health related area
4. A member of the Staff Advisory Council as appointed by the Council Chair
5. A member representing the Clery Audit Team
6. Up to three (3) representatives from the following divisions, appointed by the respective Division Vice President:
 - a. Enrollment Management and Student Services
 - b. Business Services
7. A representative from each of the following areas, appointed by the respective Division Vice President:
 - a. Delaware Campus - Regional Learning Centers
 - b. Human Resources – Administration
 - c. Information Technology

ARTICLE 49 – TOTALITY OF AGREEMENT, NON-EXERCISE OF RIGHTS AND POLICIES AND PROCEDURES

Section 49.01 – Totality of Agreement

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

matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 49.02 – Non-Exercise of Rights

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

Section 49.03 – Policies and Procedures

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

ARTICLE 50 – DURATION

This Agreement shall become effective July 1, 2017, and shall remain in full force and effect until midnight June 20, 2020. If prior to the termination date of this Agreement either party wishes to negotiate a successor to this Agreement, such party must serve upon the other party written notice of such intent at least ninety (90) days prior to the termination date of this Agreement.

MEMORANDUM OF UNDERSTANDING – LOW-ENROLLMENT SECTIONS

The undersigned parties, Columbus State Community College (“College”) and The Columbus State Education Association, hereby agree that, effective Summer semester 2018, the College will pay full compensation to faculty assigned to teach any class with an enrollment of eight (8) or more that the College has decided to maintain on the schedule as of the date announced each semester by the College. This agreement shall apply notwithstanding any other provision of Section 4.03(C) of the current Collective Bargaining Agreement. The College, at its discretion, may offer any class with an enrollment lower than eight (8), provided the faculty member agrees to compensation provided for as follows:

- 1-3 students = 25% of section contact hours
- 4-5 students = 50% of section contact hours
- 6-7 students = 75% of section contact hours

Exceptions that apply to the foregoing compensation rates include but are not limited to internships, clinicals and practicums. These types of courses will be staffed according to program accreditation standards. Instructional workload will be calculated by headcount or by lab-hour ratio as established by the department. Identification of courses that apply under this section will be determined by the Chairperson and the Dean with approval of the Senior Vice President of Academic Affairs.

On the 7th day of the semester, or the following business day (Monday – Friday), sections with an enrollment of less than eight (8) on the first day of the semester will be reviewed. If the section enrollment has increased to eight (8) or more, the faculty member is compensated at 100% of the contact/load hours for the course. If the section enrollment has decreased, the faculty member will be compensated based on the number of students enrolled on the first day of the semester.

Faculty that agree to provide instruction that supports honors requirements will be paid at the fractional rates set forth in this MOU.

MEMORANDUM OF UNDERSTANDING – ENGLISH COMPOSITION

For the term of this Agreement, the following English Composition courses will carry a 1.25 factor per credit hour for workload calculation: ENGL 0190, ENGL 1100, ENGL 2367, ENGL 2567, ENGL 2667 and ENGL 2767.

MEMORANDUM OF UNDERSTANDING – ENGL 0199

Columbus State Community College and the Columbus State Education Association hereby agree that, for the term of the current contract, ENGL 0199 will be compensated at the same 1.25 factor as ENGL 0190, ENGL 1100, ENGL 2367, ENGL 2567, ENGL 2667, and ENGL 2767.

MEMORANDUM OF UNDERSTANDING – OVERLOAD

1. Introduction

Section 4.08(B) of the Collective Bargaining Agreement between Columbus State Community College and Columbus State Education Association provides:

In Autumn and Spring Semesters, the maximum tenure-track faculty overload shall be nine (9) contact hours per semester, not to exceed eighteen (18) per academic year. Pay for full-time faculty members shall be in accordance with Article 24, Overload Pay.

2. Agreements

The parties are committed to academic excellence and instructional quality. Over the term of this Agreement, the Administration intends to review the utilization of overload in consultation with the College and the Academic Council. Accordingly, for the term of this Agreement in Autumn and Spring semesters, the maximum tenure-track faculty overload shall be twelve (12) contact hours per semesters, not to exceed twenty-four (24) per academic year. In Summer semesters, the maximum tenure-track faculty overload shall be nine (9) contact hours.

MEMORANDUM OF UNDERSTANDING – OPTIONAL HEALTH BENEFIT AND BUY-UP DENTAL PLANS

1. Optional Health Benefit Plan

The College makes available an optional medical plan for faculty to select. The alternate Plan 1 is UHC Choice Plus – HDHP/HAS. The plan may be adjusted or withdrawn by the College on an annual basis following consideration of recommendations of the College Healthcare Committee.

For the duration of this Agreement, the College shall pay 70% or 80% of the premium equivalent of the Alternate Plan 1. The faculty member shall pay 20% or 30% of the premium equivalent for the Alternate Plan 1. The premium contribution is based on the participation in the Healthcare Engagement. For the duration of this Agreement, the College shall contribute to the HSA (up to \$1,000 single and \$2,000 family per year) if the Alternate Plan 1 is selected. The contribution may be prorated based on the effective dates of coverage (per pay \$41.66 single and \$83.33 family).

2. Optional Buy-Up Dental Benefit Plan

The College makes available an optional buy-up dental plan for faculty to select. The plan may be adjusted or withdrawn by the College on an annual basis following

consideration of recommendations of the College Healthcare Committee. For the duration of this Agreement, the contributions will be a defined contribution. The College shall pay 80% of the premium equivalent of the basic plan and the faculty member shall pay the 20% plus the premium equivalent cost difference for the buy-up dental plan.

MEMORANDUM OF UNDERSTANDING – CREATION OF DIGITAL COURSE MATERIALS AND APPLE *iBOOKS*

The College and the Association understand and agree there is a growing need to digitize course texts and resources in order to reduce the cost(s) (for students) associated with traditional textbooks. Accordingly, the creation of digital textbooks and/or resources and/or courses to replace the need and expenses related to print materials and textbooks is a common interest that benefits the faculty, the College, and the students.

To support the digitization effort(s), a Division Digital Committee will be maintained for each respective division at the College. Faculty interested in digitizing part or all of the resources necessary for a given course, or the course itself, may submit to the Division Digital Committee a Proposal for Course Digitization. Project(s) that involve the creation of an *iBook* may be submitted. Faculty will be granted reassigned time commensurate with the agreed upon necessary effort.

This committee will consist of at least one faculty representative from each department within the division, at least one of which will be a current member of the Academic Council. The respective division committees may establish timelines for the submission of proposals for course digitization, solicit proposals for digitization from the faculty and select proposals for recommendation to the Office of Academic Affairs.

With regard to the creation of Apple *iBooks* that supplant all, or part, of the content required for a given course, the College will honor the standard Apple distribution of revenues from Apple *iBook* initiatives: 30% to Apple, 30% to faculty, and 40% to the College to support the technology and training for the initiative and potentially to assist students with purchasing/renting devices. Accordingly, all terms of Article 9 – Intellectual Property apply to work performed for Apple *iBook* initiatives, except that faculty who are granted reassigned time for digitization work (“work-for-hire” as that term is defined in Article 9) will also be eligible to receive the above-referenced 30% revenue distribution for *iBook* initiatives.

Faculty will collaborate to direct the design process, provide subject matter content for *iBooks* and receive assistance from the College’s instructional design staff in DEIS. All *iBooks* will go through appropriate academic and technical review prior to adoption into a college course. Any additional course content will also continue to be available through the current Learning Management System, Blackboard, and the College will work to ensure that all students have access to course materials.

The Office of Academic Affairs, the Association, and the Academic Council will continuously collaborate to monitor the efficacy of the digitization process by which faculty

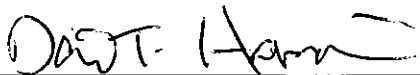
are approved to begin a digitization effort. The Division of Business Services will lead the development of the financial infrastructure necessary to support the complexities of creating digital textbooks and resources, device purchases and rentals, and the royalty system. The Director of the College Library will review all digital assets created by faculty to verify adherence to copyright law.

MEMORANDUM OF UNDERSTANDING – ACF SUMMER WORKLOAD

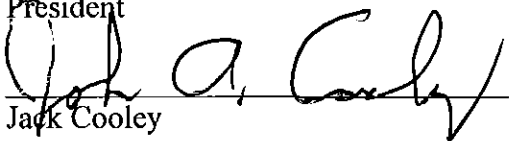
During the term of this contract, any other provision of Section 22.04(C) notwithstanding, the College and CSEA agree that the summer workload of an Annually Contracted Faculty (ACF) member shall be twelve to eighteen (12-18) hours. The ACF may also teach an overload of an additional three (3) semester hours, for a total of twenty-one (21) hours. The ACF shall also receive three (3) departmental hours compensated at the ACF pay rate.

The Parties here cause this Agreement to be executive this 1st day of July, 2017.

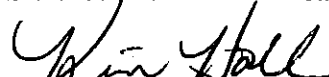
On behalf of
Columbus State Community College



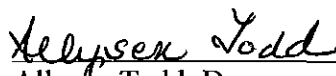
David T. Harrison
President



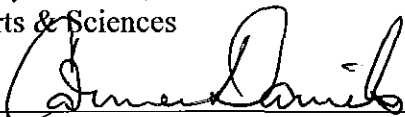
Jack Cooley
Sr. Vice President of Academic Affairs



Kimberly Hall
Sr. Vice President & General Counsel



Allysen Todd, Dean
Arts & Sciences



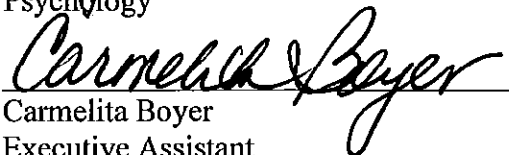
Carmen Daniels, Chairperson
Business Programs



Connie Grossman, Chairperson
Allied Health Professions

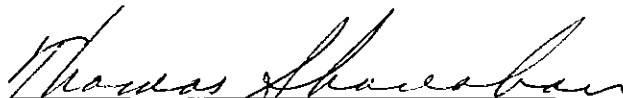


Gary Figgren, Chairperson
Psychology



Carmelita Boyer
Executive Assistant

On behalf of
Columbus State Education Association



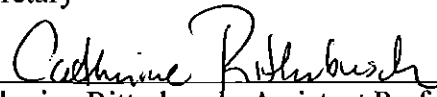
Thomas Shanahan, Professor
President



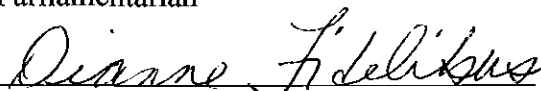
Adam Keller, Associate Professor
Vice President



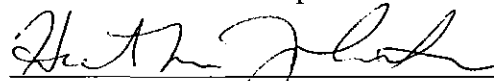
Rachel Brooks-Pannell, Assistant Professor
Secretary



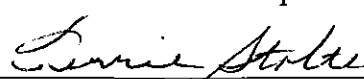
Catherine Ritterbusch, Assistant Professor
Parliamentarian



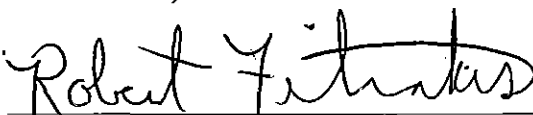
Dianne Fidelibus, Associate Professor
Senior Association Representative



Heather Johnston, Professor
Senior Association Representative



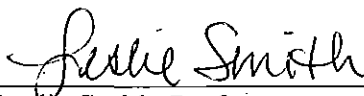
Terrie Stolte, Assistant Professor



Robert Fitrakis, Professor



Mary Reiter, Professor



Leslie Smith, Professor