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**AGREEMENT**

**Between The**

**BOARD OF TRUSTEES,**

**TERRA STATE COMMUNITY COLLEGE**

**And The**

**TERRA FACULTY ASSOCIATION**

**July 1, 2019**

**through**

**June 30, 2022**



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## AGREEMENT

Between The

**BOARD OF TRUSTEES OF  
TERRA STATE COMMUNITY COLLEGE**

And The

**TERRA FACULTY ASSOCIATION**

### ARTICLE I RECOGNITION AND SCOPE OF UNIT

**Section 1.01 - Recognition:** Terra State Community College, hereinafter referred to as "College," recognizes the Terra Faculty Association/OFT/AFT, hereinafter referred to as "Association," as the sole and exclusive bargaining agent for the members of the bargaining unit described below.

All members of the bargaining unit shall be governed by the terms of this Agreement and this Agreement shall supersede and override all other policies or practices which specifically conflict with these provisions.

**Section 1.02 - Bargaining Unit:** The bargaining unit shall include all full-time faculty as defined in this Agreement.

**Section 1.03 - Exclusions from Bargaining Unit:** The bargaining unit shall exclude the following: heads of departments or divisions, instructional directors, non-instructional directors, management level employees, students, interns, seasonal employees, casual employees as defined or referred to in Section 4117.01 (C), (F), Q, (K), Revised Code, and further excluding all other employees.

**Section 1.04 - Recognition Challenge:** Any recognition challenge shall be pursuant to Ohio Revised Code Section 4117.07.

**Section 1.05 – Membership:** The College and the Association agree that membership in the Association shall not be compulsory. The Association agrees that neither it nor any of its officers or members will intimidate or coerce any employee with respect to becoming or remaining a member of the Association. The College agrees that it will not intimidate or coerce any employee with respect to becoming or remaining a member of the Association.

**Section 1.06 – Joint Statement on Faculty:** The College and the Association strongly believe that full-time faculty of the highest quality support our core mission. The College and the Association are committed to enhancing the number and quality of full-time faculty necessary to provide our students with an enriched and complete higher educational experience.

## **ARTICLE II MANAGEMENT RIGHTS**

**Section 2.01 - Management Rights:** The College retains the responsibility and authority to manage and direct its operations and activities in such manner as the administration shall determine. The exercise of these powers, rights, authorities, responsibilities and prerogatives and the adoption of such policies, rules or regulations needed to enforce them shall not conflict with the provisions of this collective bargaining agreement, and any dispute regarding the same shall be subject to the grievance procedure contained in this labor agreement.

The College's right to manage its operation shall include, but not be limited to, its right to:

- A. Utilize discretion in determining policy regarding functions and programs of the College, standards of service, budgetary items, utilization of technology and organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of College operations;
- D. Determine the methods, processes, means or personnel by which operations are conducted;
- E. Suspend, discipline, demote or discharge for just cause or lay-off for lack of work, transfer, assign, schedule or promote employees;
- F. Determine the adequacy or overall mission of the work force; and
- G. Take whatever legitimate action that is necessary to fulfill the mission of the College as determined by Ohio law.

## **ARTICLE III NEGOTIATING PROCEDURE**

### **Section 3.01 Definitions**

- 3.011 The word, "day," shall mean a calendar day wherever used in this Agreement unless another meaning is dictated by the customary English usage ascribed in the provision in which the word appears.
- 3.012 **Good Faith.** The College and the Association, by their representatives, shall perform their mutual obligations to negotiate in "good faith." Good faith shall mean the duty of the Association and College to meet at reasonable times and to provide reasons for their proposals and counterproposals. If a proposal is unacceptable to either of the parties, that party is obligated to respond with a counterproposal or give its reasons for rejection of the same. "Good faith" does not mean, however, that either party to this Agreement is required to make a concession.

**Section 3.02 - Scope of Negotiations.** All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision



of a collective bargaining agreement are subject to collective bargaining between the College and the Association except as otherwise specified in this section.

Unless the College agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code shall impair the right and responsibility of the College to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the College, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the College as a governmental unit.

The College is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect over wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. A member of the bargaining unit or the Association may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

### **Section 3.03 - Initiating Negotiations**

- 3.031 Unless section 3.08 is implemented, either party may initiate negotiations by letter to the other party not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date of this Agreement. Requests initiated by the Association shall be directed to the President of the College. Requests initiated by the College shall be directed to the President of the Association. The notice shall include:
- A. The date of the letter;
  - B. A clear statement that the letter is the Notice to commence negotiations (The State Employment Relation Board's Notice to Negotiate form may be used to meet this requirement.); and
  - C. The name, address and telephone number of the representative of the requesting party with whom the initial meeting should be arranged (Designation

of the party's principal representative on the Notice to Negotiate form may be used to meet this requirement.)

At this time the requesting party shall notify the State Employment Relations Board of commencement of negotiations.

- 3.032 A written reply shall be sent by the receiving party within five (5) calendar days to the official representative as set forth in subsection (C) above of the requesting party. This letter shall include:
- A. Date of letter;
  - B. Recognition of request for a negotiation session; and
  - C. Time, place and date of three (3) possible dates for the initial negotiations session.

### **Section 3.04 - Negotiating Sessions**

- 3.041 The parties shall hold their first negotiating session not later than eighty (80) days prior to the expiration of this Agreement unless otherwise agreed. The date, time, and place of the session shall be arranged in advance by the College and the Association.
- A negotiating meeting shall not adjourn until a date, time and place for the next session has been established.
- 3.042 Complete and specific proposals shall be exchanged by the parties at the first session unless otherwise mutually agreed. Both parties shall present and explain their proposals.
- 3.043 All negotiation sessions shall be in private session.
- 3.044 Reports on the status of negotiations may be made to the Association by its representatives and to the Board by its representatives.
- 3.045 Either team shall have the right to recess for caucus during a negotiation session. A caucus shall be for a period of no more than one (1) hour unless otherwise mutually agreed.

### **Section 3.05 - Negotiating Teams**

- 3.051 Negotiations shall be conducted between representatives of the College and the Association. These representatives shall be known as the negotiating teams. Each team shall consist of no more than six (6) members. The College shall determine its team's representatives. The Association shall determine its team's representatives. The College and Association shall identify the members of the negotiating team at the start of negotiations, and either party may appoint a substitute to replace a team member who is unable to attend any negotiating session.
- 3.052 In addition to the six (6) permanent team members, either team shall have the right to bring in additional temporary consultants to make presentations or to provide assistance

regarding specific matters under discussion. The team using additional consultant(s) shall provide the other team's spokesperson at least three (3) days advance notice, unless the parties mutually agree otherwise, of the intent to use a consultant(s) and the subject matter that will be addressed. Each team may have only one (1) such consultant at the table at any one (1) time.

### **Section 3.06 - Information**

- 3.061 The designated representatives of the College and the Association agree to make available to each other upon written request public information needed to assist in collective bargaining negotiations. Such information shall be provided in its existing form within fourteen (14) days of receipt of the request and neither party shall be obligated to prepare materials that are not in existence. Thus, for example, data stored electronically will be provided in the form of a print-out. Public documents to be presented to the Board of Trustees will be released when necessary to effectuate the purposes of collective bargaining, but the College may insist that the information contained therein not be disseminated to the general public until the Board has received the documents.

### **Section 3.07 - Agreement**

- 3.071 As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.
- 3.072 When tentative agreement is reached on all items, the agreement shall be reduced to writing and submitted to the Association for a ratification vote by the Association. Within thirty (30) days of the receipt of the tentative agreement, the Association shall take action to ratify or reject the Agreement.
- 3.073 If the contract is approved by the Association, the tentative agreement shall be submitted for approval to the members of the Board at its next meeting or at a special meeting called for that purpose. The meeting shall not be more than thirty(30) days from receipt of written notice that the Association has ratified the Agreement.
- 3.074 After approval by the Board and after signature on behalf of the parties, the Agreement shall become part of the official minutes of the Board.
- 3.075 Each party shall be responsible for making copies of the agreement for its own use.
- 3.076 If impasse exists as of the fiftieth (50th) day prior to the expiration of the contract, either party may request intervention of the State Employment Relations Board. The dispute resolution procedures of Ohio Revised Code Section 4117.14 shall govern impasse resolution.
- 3.077 The terms and conditions of employment provided in the agreement shall remain in effect for the term of the contract unless altered by mutual consent of the parties.

### **Section 3.08 - Alternative Methods of Bargaining**

- 3.081 The College and the Association will meet in January of the year the contract expires to discuss the possibility of engaging in alternative methods of bargaining.
- 3.082 If an alternative approach is mutually agreed upon, the ground rules for that approach will be decided on by the College and the Association.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### **Section 4.01 – Definitions**

- 4.011 A grievance is defined as any dispute regarding the interpretation or application of the collective bargaining agreement between the College and Association.

### **Section 4.02 - Grievances**

- 4.021 Individual Grievance - This grievance shall involve an individual person and shall be signed by the party affected and shall be filed by the grievant or association representative;
- 4.022 Group Grievance - This grievance shall involve a group of two (2) or more members of the bargaining unit and shall be filed by the Association grievance chairperson or his/her designee; and
- 4.023 Association Grievance - This shall be a grievance which affects the majority of the bargaining unit or is an alleged violation of the Contract with respect to rights and/or privileges granted to the Association and shall be filed by the Association President or his/her designee.

### **Section 4.03 – Definition of a “Day”**

- 4.031 A "day" as used in this Article shall mean any faculty work day (Monday through Friday) including those which occur during the summer.

### **Section 4.04 - General Provisions**

- 4.041 Time limits provided herein shall be adhered to strictly as maximums to ensure rapid resolution of the grievances. Time limits may be extended only by mutual agreement, in writing, of the parties.
- A. A failure on the part of the grievant to comply with the time limits prescribed herein shall be deemed as an acceptance by the grievant of the answer, response, or resolution made at the last step of the grievance procedure.
- B. A failure on the part of the supervisor, President, or College, or by any party acting on his/her behalf to respond within prescribed time limits shall enable the grievant to pursue the grievance to the next level of the grievance procedure.

- 4.042 Both parties agree that the grievance(s) shall be handled confidentially to the extent that maintaining confidentially does not violate the laws of the State of Ohio pertaining to the keeping of public records.
- 4.043 A grievant may be accompanied at any step by a representative of the Association and/or his/her legal counsel.
- 4.044 Witnesses, affidavits, documentations, or other evidence may be presented at Step Two and any succeeding step.
- 4.045 The Association must be informed of all grievances filed at Step Two.
- 4.046 Nothing contained herein shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through usual channels of communication.
- 4.047 Advancing a grievance or responding to a grievance shall be accomplished by hand delivery of the advanced grievance or response or delivering the advanced grievance or response to the College's designated mailbox in the Human Resources Department or the Union's designated mailbox on campus, as applicable, with verifiable confirmation via voice mail and/or email that the grievance or response was delivered.

#### **Section 4.05 - Steps of the Grievance Procedure**

**Step One** - Any member or group having a grievance shall first informally discuss such grievance with his/her/their Division Dean within ten (10) days after the occurrence of the act or condition which is the basis of said grievance. If such grievance is not discussed within ten (10) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. If the member and the Division Dean are unable to resolve the matter, a grievance form shall be submitted at the meeting to the Division Dean within five (5) days after the conclusion of the meeting. The grievance form shall include the date and facts of the occurrence of the act or condition which is the basis of said grievance, and a reference to the specific provision(s) of the contract allegedly violated. The form is to be dated and signed by the grievant. The grievant shall advance the grievance. The immediate supervisor or the Office of Human Resources shall respond in writing to the Union grievance committee chair or other Union officer if the grievance committee chair is unavailable within five (5) days of this grievance submission.

**Step Two** - If the written response and/or action taken by the immediate supervisor or Office of Human Resources does not resolve the grievance to the satisfaction of the grievant(s), the grievant shall have the right to advance the grievance to the Vice President for Academic Affairs. The grievant or their Association representative shall submit the grievance to the Vice President for Academic Affairs. Failure to advance the grievance within five (5) days from the receipt of the Step One written decision of the Vice President for Academic Affairs supervisor's action on said grievance shall be deemed a waiver of the right to advance the grievance.

The written grievance shall contain the information required at Step One.

Upon request to be stated on the grievance, a meeting shall be conducted by the Vice President for Academic Affairs within five (5) days from the receipt of the grievance or at a mutually agreed date.

- A. The grievant(s) shall be advised in writing of the time, place and date of such meeting and shall have the right to be represented at such meeting by a representative of the Association.
- B. The Vice President for Academic Affairs may be represented by a person of his/her choice.

The Vice President for Academic Affairs shall take action on the advanced grievance within five (5) days of the meeting or receipt of the grievance if no meeting is required. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the Association and the supervisor.

All Association grievances as previously defined herein shall be initiated at Step Two of the grievance procedure.

**Step Three** - If the action taken by the Vice President for Academic Affairs does not resolve the grievance to the satisfaction of the grievant(s), the grievant or their Association representative shall have the right to advance the grievance with the President or his/her designee. Failure to advance the grievance within five (5) days from the receipt of the written response of the Vice President for Academic Affairs shall be deemed a waiver of the right to advance the grievance.

The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision(s) of the Agreement allegedly violated.

Upon advancing the grievance to the President, a meeting shall be arranged by the President or his/her designee within five (5) days after the receipt of the advanced grievance or at a mutually agreed date.

- A. The grievant(s) shall be advised in writing of the time, place, and date of such meeting and shall have the right to be represented at such meeting by a representative of the Association.
- B. The supervisor may be represented by a person of his/her choice.

The President or his/her designee shall take action on the advanced grievance within five (5) days of the meeting or receipt of the grievance if no meeting is required. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the grievance committee chair or other union officer if the grievance committee chair is unavailable and the Vice President for Academic Affairs.

The parties shall participate in mediation prior to advancing the grievance to Step Four or Step Five. The parties shall first attempt to mutually agree on a mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The mediation shall be conducted in accordance with FMCS rules. Each party shall pay fifty percent (50%) of the cost of mediation.

**Step Four** - If the action taken by the President or his/her designee does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) shall have the right to advance the grievance writing to the Board of Trustees, which shall issue a final and binding decision. Alternatively, the Association may bypass Step Four by referring the grievance to Step Five, below. Failure to advance the grievance within five (5) days of receipt of the written decision of the President or his/her designee's action on said grievance at Step Three shall be deemed a waiver of the right to advance the grievance.

- A. The grievance shall be filed with the Secretary to the Board of Trustees. A copy shall be sent to the President or his/her designee, and a copy shall be sent to the Board Chairperson.
- B. The Secretary to the Board of Trustees shall place the matter on the agenda for the next regular meeting of the Board of Trustees in an executive session.

Each grievant involved shall have the right to be represented at such meeting by counsel and/or an Association representative of his/her/their/its choice.

The Board of Trustees shall respond to such appeal within five (5) days of this meeting. Copies of the written final and binding decision of the Board shall be sent to the grievant(s), grievance committee chair, President or his/her designee and the supervisor.

**Step Five** - If the Association chooses to bypass a final and binding decision in Step Four, the Association may advance the grievance in writing to Step Five, Binding Arbitration. Failure to advance the grievance to binding arbitration to the Secretary of the Board of Trustees within five (5) days of the Association's receipt of the decision of the Board of Trustees or the President or his/her designee shall be deemed a waiver of the right to appeal.

- A. The party requesting arbitration shall request a list of names from the Federal Mediation and Conciliation Service (FMCS) within thirty (30) calendar days from the date of filing the notice of appeal with the Secretary of the Board of Trustees.
  - 1. Each party may request two (2) additional lists of names. No further lists may be requested by either party without agreement by the other party.
  - 2. The parties shall select an arbitrator by the alternating strike method. The party striking first shall be determined by a coin toss.
  - 3. Nothing in this article shall preclude the parties from selecting a mutually agreeable arbitrator.
- B. The arbitrator shall conduct a hearing at the earliest time mutually convenient to the College and Association and shall receive such evidence or testimony as he or she deems proper.
- C. The arbitrator shall have no power to substitute his judgment for the professional judgment of the administration of the College except where the College's rights are specifically restricted by the terms of the Agreement. The arbitrator shall have no power to add to, subtract from or to modify the provisions of this Agreement, and his function shall be to determine if any provision of the Agreement has been violated by an interpretation or application of this Agreement. The College shall be liable for no compensation or damages or redress of any sort preceding the date of the filing of the grievance in writing.
- D. The decision of the arbitrator shall be binding upon all parties.
- E. Each party shall pay fifty percent (50%) of the cost of the arbitration.
- F. Should both parties agree, the parties may participate in mediation prior to binding arbitration. The parties shall first attempt to mutually agree on a mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The mediation shall be

conducted in accordance with FMCS rules. Each party shall pay fifty percent (50%) of the cost of mediation.

**Section 4.06 – Reprisals:** No reprisals of any kind will be taken by or against any participant(s) in the grievance procedure or any member(s) of the Association by reason of such participation.

**Section 4.07 - Public Information:** The College shall furnish the grievant(s) and/or the Association with all available public information as he/she/they/it may request for the processing of his/her/their/its grievance.

**Section 4.08 - Confidential File:** All documents, communications, and records dealing with the processing of each grievance shall be filed in a confidential file separately from the personnel file(s) of the participant(s) until such time as the grievance is resolved.

**Section 4.09 - Hearing Leave:** Should a hearing scheduled at any step of this procedure require the grievant(s) and/or witness(es) to be released from his/her/their regular assignment, he/she/they shall be released and such appearance(s) shall not be charged against any other leave in this Agreement.

**Section 4.10 - Exclusive Representation:** No member may be represented by an organization other than the Association in any grievance initiated under this Agreement.

## **ARTICLE V NO STRIKE AND NO LOCKOUT**

**Section 5.01 - Association and College Cooperation.** During the term of this Agreement or any extension thereof, the Association, its agents, representatives and members shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, slow-down, walk-out, call-in, sick-out, failure to report, work stoppage, mass resignation, picketing, or other interference with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. The Association shall cooperate with the College throughout the term of this Agreement and any extension thereof in continuing operations of the College in a normal manner, and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

**Section 5.02 - Violations.** Any employee who violates Section 5.01 of this Article shall be subject to discharge or other disciplinary action at the option of the College.

**Section 5.03 - Notification.** In the event that any strike, slow-down, walk-out, work stoppage, picketing or other interference described in Section 5.01 of this Article occurs, the Association shall promptly notify all employees that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Association. The Association shall also promptly order all employees to return to work at once.

**Section 5.04 - Lockout.** The College shall not lockout any or all of its employees during the term of this Agreement.

**Section 5.05 - Limitations.** Nothing in this Article shall be construed as a limit on the Association's statutory right to strike after the expiration of this Agreement or any extension thereof upon compliance with the statutory procedures and requirements of Ohio Revised Code 4117.



## **ARTICLE VI ASSOCIATION RIGHTS**

**Section 6.01 - Association Rights and Privileges.** In addition to other rights and privileges accorded the Association elsewhere in **this** Agreement, the Association shall have the rights specified below.

**Section 6.02 - Access to College Premises.** Duly authorized representatives of the Association shall have access to the College premises for purpose of transacting Association business consistent with **this** Agreement, provided that Association business shall not interfere with normal hours and operations of the College or the performance of duties by any employee.

**Section 6.03 - Use of College Facilities.** The Association shall be permitted to use College facilities, for purposes of transacting official Association business for the bargaining unit, provided that such meetings do not interfere with the normal hours and operation of the College or the performance of duties by any employees. If use of any facility results in additional expense, the Association shall reimburse the College for costs that would not otherwise be incurred. In consideration of the use of facilities the Association agrees to save the College harmless from and against all loss, liability, damage or injury to person or property by reason of the actions of bargaining unit members.

**Section 6.04 - Use of College Mail Facilities.** The Association shall be permitted use of the faculty mailboxes and the College mail service for communication with members of the bargaining unit regarding Association business. The Association will also be permitted use of one fourth of each of the Bulletin Boards located in faculty office complex areas and lounges, provided that the same shall not be used for the purpose of disseminating political information or information which is critical of the College, Administration, Board of Trustees or other employees.

**Section 6.05 - Use of Photocopying Machines.** Access to photocopying machines shall be available to the Association at the same cost as access to the College's public access machine(s), provided no secretarial or clerical help is required by the Association. The Association may also have access to designated typewriters and/or computers.

**Section 6.06 - Use of College Telephones.** College telephones may be used to conduct toll-free calls for Association business regarding the bargaining unit provided that such use does not interfere with College use of the telephones, telephone lines, or the performance of duties by any employee. Toll calls on College telephones for any purpose other than College business are prohibited.

**Section 6.07 - Directories.** The Association shall receive six (6) printed directories containing the names, addresses and phone numbers of members of the bargaining unit each year. Any member of the bargaining unit shall, however, have the right to have his or her address and phone number removed from the directory provided the Association. If the Association requests the names, addresses, and phone numbers of the newly employed, Human Resources shall supply said information.

**Section 6.08 - Dues, Assessments and Fee Deduction.** The College shall deduct from the pay of 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 and applicable law. Members voluntarily authorize and direct the College to deduct from pay an amount equal to the regular monthly dues uniformly applicable to members. The voluntary dues authorization and assignment shall be effective for a period of one year from the date of authorization and shall automatically renew from year to year unless an employee revokes this authorization by sending

written notice to the Association and the College between September 1 and September 30. Deductions shall be made only following receipt from the Association of individually signed authorizations executed by Association members for the purpose and delivered by October 15 of the year for which dues deductions commence. Such authorization shall continue from year to year at any member's request under the continuing membership provision on the authorization form. All authorized deductions shall be made from the Associations members' pay in sixteen (16) equal payments twice each month for the remainder of the academic year commencing with the first paycheck in November. Pay deductions shall be transmitted to the Association monthly, November through June. The College's obligation to make deductions will terminate automatically upon receipt of a revocation of authorization by an employee. The College shall inform the Association promptly of all revocations of dues deductions. 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 with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement. The College agrees, upon receipt of prior written authorization, to deduct from the pay of participating faculty, contributions to the Committee on Political Education (COPE). The deduction shall be made per pay in the same manner as other authorized payroll deductions. COPE contributions are strictly voluntary.

**Section 6.09 - Non-Discrimination.** Neither the College nor the Association shall discriminate against any employee because of the employee's membership in or activity on behalf of the Association or its affiliates or because the employee refrains from joining or engaging in activity on behalf of the Association.

**Section 6.10 - Faculty/Administration Committee.** Unless otherwise mutually agreed, not more than four (4) representatives of the College administration will meet a minimum of once each academic semester with not more than four (4) representatives of the Association to discuss matters of mutual interest during the term of this Agreement. The representatives of the Association will be the Association President and not more than three (3) others chosen by the Association Executive Committee. The representatives of the College will be chosen by the College.

The Association President and a College Administrator selected by the College shall prepare an agenda prior to each meeting and distribute it to the committee members no less than two (2) days prior to the meeting. The Committee will not have any authority to negotiate additions, deletions, or other modifications to this Agreement. The Committee shall conduct an annual study of full-time to part-time faculty ratios which shall be shared with the Administration and the Board of Trustees. Other items that are topics for discussion may include, but are not limited to, enrollment, retention, College events, program review, program development, academic assessment, learning management system, the academic calendar, special projects, P.G.I. plans, and EEPs.

When the College and/or faculty has a special project to be performed by full-time faculty, the faculty member and his/her Dean or designee shall mutually submit in writing to the Faculty/Administration Committee the purpose, scope, and duration of the project for determination of contact/credit hour equivalents. Final approval of a special project rests with the College President.

## **ARTICLE VII ACADEMIC YEAR**

**Section 7.01 - Academic Year.** Full-time faculty shall be subject to assignment of duties by the College not to exceed one hundred seventy (170) days, including a maximum of ten (10) non-instructional faculty work days. Duties commence up to five (5) work days prior to the start of classes and end up to five (5) work days after the close of classes at the end of the academic year, subject to the one hundred seventy (170) day limit. The non-instructional days may be scheduled outside the academic calendar, if approved by the Division Dean. The Academic Year begins with the Fall semester on the dates established by the academic calendar. An academic calendar for the next Academic Year shall be provided to the faculty prior to Spring Commencement. The College reserves the right to establish and change the academic year for any and/or all faculty subject only to the provisions in this Article.

## **ARTICLE VIII FACULTY WORKLOAD**

**Section 8.01 – Full-Time Faculty Workload.** A full-time faculty member's professional responsibilities include, but are not limited to, the following: satisfying annual minimum instructional requirements and duties related to the delivery of instruction to students (developing, reviewing and revising curriculum and instructional materials, preparing for courses, grading papers and exams), maintaining minimum on-campus and posted office hours, participating in professional development activities, advising and assisting students with registration and coursework, attending various meetings, serving on committees as assigned, assisting at registration, participating in the College's recruitment, retention and community service activities and other professional duties as assigned. Such College service responsibilities may not exceed forty-eight (48) hours per semester outside of regular office hours without corresponding reduction in regularly scheduled office hours. Where a faculty member asserts that any such assigned duty will conflict with another College responsibility, the administrator making the assignment shall discuss the concern with the faculty member before proceeding with the assignment. Where the College assigns such duties at times conflicting with office hours, the faculty member will not be required to reschedule the office hours affected. Nothing in this Article shall prevent a faculty member from volunteering service to the College beyond the limits set forth in this Article.

**Section 8.02 – On Campus and Office Hours.** All faculty are required to post and maintain a minimum of thirty (30) hours on campus or at other assigned sites each week (Spring and Fall semesters). These hours include instructional contact hours whether the course is taught at the College, at a satellite location, online or off campus, and a minimum of five (5) posted office hours for meeting with students. Distance Learning instruction may be performed on or off campus.

**Section 8.03 – Load.** The annual load shall be twenty-seven (27) credit hours, with a minimum of twelve (12) credit hours each for Fall and Spring semesters. One class of summer teaching may count toward load for the following Fall and Spring semesters. When this option is exercised, load will be determined using the Summer-Fall-Spring sequence and shall be declared prior to the beginning of Summer term.

**Section 8.04 – Independent Study and Clinicals.** For purposes of load, a faculty member will receive one-half (1/2) credit hour for each student participating in an independent study class. For purposes of load, a clinical class will be treated in the same manner as an independent study class subject to a two (2) credit hour minimum and a three (3) credit hour maximum per first year clinical taught, and a three (3) credit hour minimum and a four (4) credit hour maximum per second year clinical taught.

**Section 8.05 – Additional Responsibilities.** In the case where the College identifies the need for a blended position that requires teaching and other responsibilities, the VPAA will meet with the TFA President to determine the appropriate work load adjustments, salary range, and tenure track potential in a Memorandum of Understanding prior to the posting of positions.

If new or existing positions with work load adjustments are identified, the VPAA will approach the TFA President for discussion.

All agreements will result in preparation of Memorandum of Understanding as addendums to the contract.

The following additional responsibilities will be assigned credit hour values:

1. Lead Instructor. Three (3) credit hours per term.
2. Program Facilitator. Three (3) credit hours per term.
3. Assessment Facilitator. Three (3) credit hours per term.
4. Academy Commander. Six (6) credit hours per term.
5. Association President. One (1) credit hour per term, maximum of two (2) per academic year
6. Multi-Course Assignment/Twinned. One (1) credit hour for each assigned credit hour in a multi-course assignment up to a maximum of the highest credit hour value assigned to any individual course in the assignment.
7. Curriculum Chair. One (1) credit hour per term (beginning with the 2020-2021 Academic Year.)
8. Preventative Lab Maintenance. One half (0.50) credit hour per Fall/Spring term for teaching labs if the Faculty member is physically required to be in the lab (beginning with the 2020-2021 Academic Year.)

**Section 8.06 – Overload.** Faculty members shall receive overload compensation only after meeting all credit load requirements. Faculty members will be paid overload for all credit hours that exceed twenty-seven (27) credit hours when those hours are requested by the College or for all credit hours that exceed twenty-eight (28) credit hours when those hours are requested by the faculty member. Faculty members will not be paid overload for the twenty-eighth (28<sup>th</sup>) credit hour if that credit hour was assigned to meet minimum load; however, any credit hours that exceed twenty-eight (28) will be paid as overload. Whether the credit hours were requested by the College or the faculty member will be verified in writing on the faculty assignment sheets. Overload will be paid no later than the final pay period of the spring term. Faculty members may waive overload compensation.

**Section 8.07 - Flexibly Scheduled Classes.** Flexibly scheduled classes may be assigned with faculty member agreement. A flexibly scheduled class is a class which does not follow the normal academic calendar. Credit hours shall follow the Ohio Department of Higher Education standards for awarding credits. Credit hours shall count toward that faculty load most closely matching the schedule class time.

### **Section 8.08 - Meeting Classes and Substitution.**

- A. Faculty shall meet their classes for all assigned hours and no class shall be canceled or rescheduled without authorization and compliance with the requirements below.
- B. Instructors unable to meet their scheduled classes for illness or other authorized reasons must contact their immediate supervisor as early as possible prior to the scheduled class(es). If unable to reach their immediate supervisor, they must notify the office of the next level of administration.
- C. If the immediate supervisor is unsuccessful in obtaining a qualified substitute, the instructor must make up the canceled classes or laboratories by an additional scheduling.
- D. Full-time faculty may be assigned to teach classes or laboratory sessions as substitutes if no qualified part-time instructor is available. Overload compensation will be provided at the overload pay rate to full-time faculty for time assigned in the classroom/laboratory as a substitute.
- E. Nothing in this Article shall prevent faculty members from voluntarily substituting for each other without compensation.

### **Section 8.09 - Distance Learning Education.**

- A. **Definition.** Distance learning is a method of instruction whereby the instructor and student are physically separated. Distance learning at Terra is intended to offer an alternative method of instruction which will expand access to Terra's programs.
- B. **Quality.** The quality of distance learning courses, including course content, student participation and learning outcomes, should be equivalent to non-distance-learning courses.
- C. **Distance Learning Training and Mentoring.** To ensure quality in distance learning instruction:
  - 1. All faculty are expected to obtain and maintain appropriate skill levels for distance learning instruction.
  - 2. All distance learning instructors and all new faculty will attend distance learning instruction training.
  - 3. All distance learning courses will be peer reviewed when initially developed and periodically, but no less than every two (2) years, thereafter pursuant to peer review guidelines, mentoring and evaluation forms developed by the Faculty/Administration Committee.

The foregoing is in addition to other means employed by the College to ensure quality instruction.

- D. **Course Development and Teaching.** The College will develop and assign distance learning courses based upon demand. It is anticipated that distance

learning course development be a collaborative effort between the College and the faculty. Distance learning course development and teaching opportunities will be offered first to qualified full-time faculty as defined in section C.1 and C.2 of this Article. If there are insufficient volunteers to develop and/or teach distance learning courses, the College may require faculty to develop and/or teach a distance learning course.

- E. **Course Development Options.** New courses or distance learning sections of existing courses may be developed. This development may occur in one of two ways following agreement between the Director or Division Dean and faculty member.
  - 1. The faculty member may use his/her own materials and time to develop the Distance Learning Course to procure the ownership of the intellectual property rights associated with such course development to the extent such ownership rights are consistent with applicable law.
  - 2. Payment for development of a Distance Learning Course will be made utilizing the number of hours and Article XII – Section 12.04 – Supplemental Compensation (Curriculum Development). The ownership of the intellectual property rights when courses are developed in this manner belongs to the College for use at the College; however, when the College sells these materials outside of Terra State Community College, the faculty member that developed the materials will be entitled to ten percent (10%) of the net revenue generated by the sale.
- F. **Faculty Control Over Course.** The faculty member has control of the course that he/she created for purposes of first refusal rights to teach, update, edit or revise the course as needed unless the faculty member declines to teach, update, edit or revise the course or is no longer qualified to teach in the subject area. The faculty member will receive appropriate compensation for significant updates, edits and revisions when intellectual property rights belong to the College.
- G. **Faculty Input Regarding Other Instructors.** In the event adjunct faculty teach a distance learning course developed by a current faculty member, the College will seek the input of the faculty member who developed the course, when possible, prior to assigning the course.
- H. **Class Size.** The maximum class size for any member of the bargaining unit that teaches a Distance Learning Class shall be twenty-five (25) students. The number may be greater, only upon the mutual agreement of the Division Dean and faculty member involved.
- I. **Faculty Load.** The loading factor for a Distance Learning Class will be the same as any traditional class defined in Article VIII.
- J. **Distance Learning Course Incentive.** Any member of the bargaining unit that is teaching a Distance Learning Class for the first time will receive an incentive stipend equal to two (2) overload hours or one (1) overload hour for a hybrid course.

K. **Effect on Reduction in Force.** The implementation of Distance Learning Education will not be utilized for the purpose of reducing the number of full-time faculty.

**Section 8.10 – Ownership and Access (Non-Distance Learning Courses).** Courses offered by the College and the related materials developed to meet the requirements for College and/or accrediting body approval of a course including course syllabus, outline or plan of work, course description, or textbook information, are considered the property of the College and can be accessed by the College for any course taught by the College.

Faculty member material generated in support of teaching the course including notes, handouts, presentations, assignments and tests are the property of the faculty member and can only be accessed with permission from the faculty member. Faculty members are encouraged to share these materials, but are not required to do so.

**Section 8.11 – Adequate Staffing.** The College shall make reasonable efforts to ensure that there is adequate full-time instruction, without endangering individual faculty positions and/or the viability of programs.

**Section 8.12 – Commencement Requirement.** Graduation day will be counted as a non- instructional day and will be unavailable for Non-Educational Release Day use.

**Section 8.13 – Instructional Day.** Classes may be scheduled between 8:00 a.m. and 10:50 p.m.; however, classes may begin as early as 7:00 a.m. and end as late as 11:50 p.m. with the agreement of the instructor. Unless a faculty member consents, no faculty member shall be assigned a schedule wherein any day's schedule ends more than twelve (12) hours after the time the faculty member is required to be on campus to start that day's class.

A faculty member shall have at least eleven (11) hours between the end of the last class on one (1) day and the start of the first class the following day, except that this requirement does not apply to Thursday evening – Friday morning classes. This requirement also does not apply where technology enrollments in day and/or evening drop below fifteen (15) students scheduled in a technology block or where low technology enrollment results in enrollment below fifteen (15) students in a required general studies course because the general studies course is fed by the technology block with low enrollment. This provision does not bar a faculty member from voluntarily accepting a class that does not meet the eleven (11) hour requirement.

## **ARTICLE IX BUSINESS/INDUSTRY SERVICE CONTRACTS**

**Section 9.01 - Conditions of Assignment.** A faculty member may be assigned a Business/Industry Service contract only upon his or her consent and pursuant to the terms and conditions of the individual written Business/Industry Service employment contract for duties on campus or at other assigned sites for up to an average of thirty (30) hours per week during the term of the Business/Industry Service contract, exclusive of travel time. A faculty member employed under such a contract shall not be assigned any responsibilities in excess of said average of thirty (30) hours per week without consent of the faculty member to a supplemental contract.

A "Business/Industry Service" contract is any contract where faculty is employed under a contract with responsibilities as described in this Article.

**Section 9.02 - Conditions of Contract Conversion.** Faculty employed at the start of a year under a Regular Instructional contract or Business/Industry Service contract may not have their responsibilities converted to the other type of contract during the contract year without agreement of the faculty member. When awarded, a full-time faculty member's annual employment contract may designate that a portion of the year's duties will be Regular Instructional contract duties for part of the year and Business/Industry Service contract duties for part of the year on a semester- by-semester basis. A pro-rata compensation adjustment will be paid for the portion of the contract performed as a Business/Industry Service contract in accordance with the faculty member's base salary.

## **ARTICLE X OUTSIDE EMPLOYMENT**

**Section 10.01 - Outside Employment.** A full-time faculty member may accept employment or engage in self-employment outside the College during the assigned academic year without prior written consent of the President. Should the College subsequently determine that such employment interferes with the faculty member's performance of his/her professional responsibilities, or conflicts with College services or programs, then such employment shall be terminated within two (2) weeks of written notice from the President that such employment must be terminated.

## **ARTICLE XI INDIVIDUAL RIGHTS**

**Section 11.01 – Tenure.** Tenure at Terra State Community College is the right of those faculty members holding full-time continued employment following completion of a specified probationary period and written notice that tenure has been granted. Tenure is a faculty member's right to continued employment in the absence of just cause. Tenure is granted to faculty members who demonstrate distinguished performance in teaching, scholarship and service to the College. Tenure is acquired by full-time faculty members hired prior to July 1, 2009, with the fifth annual academic year appointment as a full-time teaching faculty member.

No academic year during which the individual is on leave without pay or sick leave for one (1) semester or more may count as an academic year of service; nor may fractional years be added to make a full academic year. However, an academic year of service prior to an academic year that does not count is not invalidated because such a year intervenes. A faculty member who resigns and later returns to the College shall be considered as new.

**Section 11.02 – Tenure Requirements.** The following requirements which apply to faculty hired on or after July 1, 2009, must be met to be awarded and maintain tenure:

- A. The faculty member must be eligible for or has achieved the rank of Assistant Professor.



- B. Faculty members must make satisfactory progress toward achieving goals contained in the faculty member's Plan for Professional Development.
- C. The faculty member is eligible for tenure only after four (4) full-time teaching academic years at Terra and must apply for tenure in the fifth academic year as a full-time teaching faculty member. If tenure is not granted in the fifth academic year, the faculty member will receive an additional opportunity to receive tenure in the faculty member's sixth academic year. A tenure track faculty member failing to achieve tenure in the faculty member's sixth academic year will not be re-appointed.
- D. Tenure shall be granted by the Board of Trustees only after recommendation by the College President who shall receive advice from the Vice President for Academic Affairs.
- E. Criteria for tenure will be developed and reviewed by the Tenure and Promotions Committee.
- F. If the faculty member's application for tenure is denied, the College shall provide written reasons for the denial.
- G. The College may grant tenure to a new faculty member earlier than the faculty member's fifth academic year if the faculty member was awarded tenure at an accredited institution of higher education and a formal review of the faculty member's tenure file by the Vice President for Academic Affairs and the College President demonstrates qualifications meet or exceed those of a tenured Terra faculty member.

**Section 11.03 – Lectureships.** The College may hire full-time, non-tenure track faculty for a period not to exceed two (2) academic years. Faculty serving in a lectureship must meet all faculty requirements contained in Article VIII. Faculty members serving in a lectureship will be paid pursuant to the Instructor salary range and defined in Section 12.02.

**Section 11.04 - Non-Reappointment of Non-Tenured Faculty**

- A. Notice - a full-time member who is not to be recommended for reappointment must receive written notice of that intention from the President or his/her designee not later than the final day grades are due at the conclusion of Spring semester commencement in the academic year in which the recommendation is to be made.
- B. Non-renewal of a non-tenured faculty member's contract is final and not subject to the grievance procedure or other review except for failure to comply with the procedural requirement of Section 11.04 (A).

**Section 11.05 – Grant Funded Faculty.** The College may hire full time, non-tenure track faculty to fulfill obligations identified through an awarded grant. The faculty members' terms and conditions of employment will be defined in the grant. Absent grant language to the contrary, the terms and conditions of this Agreement will be applicable.

**Section 11.06 - Termination During a Contract.** A faculty member's contract may be terminated during its term for just cause. Discharge for just cause shall include:

- A. Failure to maintain performance satisfactory to the College in teaching, scholarship, college services, or other professional duties;
- B. Violation of local, state, or federal laws which involve moral turpitude, which shall include but not be limited to any felony;
- C. Any serious violation or repeated violation of College policies;
- D. Insubordination;
- E. Participating in strike activities in violation of this Agreement or the laws of Ohio;
- F. Theft or dishonesty;
- G. Excessive absenteeism or tardiness or absence without authorization or sufficient justification;
- H. Bringing intoxicants or illegal drugs onto College premises, unless advance permission to do so for educational purposes has been obtained by the faculty member from the President or his/her designee, or reporting for work under the influence of intoxicants, drugs or narcotics; and
- I. Any other act of similar seriousness which is detrimental to the effective operation of the College or its educational programs.

The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than dismissal, if in the College's sole discretion, such action is warranted by the facts and circumstances of a case.

**Section 11.07 – Procedures for Just Cause Termination.**

- A. If the Administration believes that just cause for termination may exist, the following procedures apply:
  - 1. An investigatory meeting will be scheduled with the Director of Human Resources. The faculty member will receive written notice of the time, place, and date of the meeting and shall have the right to be represented at such meeting by representative(s) of the Association. At the meeting, the faculty member will be provided with reasons which the Administration believes may support a just cause termination or other discipline and will be provided an opportunity to respond. Within ten (10) faculty workdays of the meeting with the Director of Human Resources, the administration will issue a written decision regarding the level of discipline imposed and reasons therefore, with a copy to the Association. Within ten (10) faculty workdays of receipt of the decision, the faculty member may file a written appeal of the termination or other discipline to the College President.
  - 2. Within ten (10) faculty workdays of the Administration's receipt of the faculty member's written appeal, the faculty member will be provided

written notice of the time, place, and date of a meeting with the College President. At such meeting, the faculty member will have the right to be represented by a representative of the Association. Within ten (10) faculty workdays of the meeting with the College President, the Administration will issue a written decision addressing the faculty member's appeal.

3. Within ten (10) faculty workdays of the meeting with the College President, the faculty member may file a written request for binding arbitration in accordance with the procedures provided in Step Five of the Grievance Procedure.
  4. The foregoing procedures apply to just cause discipline or termination of a faculty member. No other appeal or grievance procedures apply to such discipline or termination. These procedures do not limit the College's right to non-reappoint or non-renew non-tenured faculty.
- B. The Administration may suspend a faculty member pending final action to terminate his/her contract if, in the Administration's judgment, the character of the charges warrants such action.

**Section 11.08 - Reductions in Force.** Whenever the College determines that a reduction in force shall occur, the following procedure shall apply:

- A. **Definition of a "Day"** – A "day" as used in this Section 11.08 shall mean any calendar day.
- B. **Seniority** - All full-time faculty shall be placed on a seniority list in each of the subject areas that they have taught within three (3) years of the enactment of a reduction in force. Before final recommendations concerning specific reductions are made, the College President or his/her designated representative shall submit seniority lists to the Association President to permit review of the accuracy of the lists. The Association shall indicate its agreement or disagreement with the accuracy of the lists within fourteen (14) days of submission.

Seniority is determined within each subject area taught according to the faculty member's length of continuous full-time service at the College. Authorized leaves of absence shall not constitute a break in continuous service, but time spent on such leaves is not included in the determination of length of service. When seniority in the College is equal, the total length of service in teaching the subject affected will be used. Any further ties will be broken by lot.

- C. **Part-Time Positions** - The number of full-time faculty affected by a reduction in force shall first be kept to a minimum by non-renewal of part-time faculty positions within each subject affected.
- D. **Probationary Contract Faculty** - Within each affected subject full-time faculty with probationary contracts will be laid off before any non-probationary faculty. The least senior probationary contract holder will be laid off first.
- E. **Non-Probationary Contract Faculty** - Further reductions within each subject will proceed by layoff of the least senior full-time faculty with non-probationary contracts.

**F. Recall Rights**

1. All full-time faculty members whose employment contracts are non-renewed or suspended during their term as a result of a reduction in force shall be placed on the recall list compiled from the seniority list in each subject. Faculty members on layoff shall have recall rights for two (2) years from date of layoff and shall be offered re-employment in the order of greatest seniority when a position becomes available in any subject the faculty member successfully taught within two (2) years of the reduction in force.
2. The College shall give written notice for an offer of re-employment by sending a registered or certified letter to the faculty member's last known address. It shall be the faculty member's responsibility to notify the Human Resources Office of a change of address. If a faculty member fails to accept the offer of re-employment in writing within ten (10) days of delivery, the offer will be considered rejected.

**Section 11.09 - Personnel Files**

- A. The sole official personnel file on each faculty member will be maintained by the College's designated personnel office, which is currently the Human Resources Office.
- B. A faculty member shall have, by arrangement with the Director of Human Resources access to his/her personnel file exclusive of confidential pre-employment recommendations and placement credentials. Access shall be arranged during the regular working hours of the Human Resources Office. The faculty member may not remove material from his/her file except for immediate inspection, and he/she may not remove the file from the area designated for the review. Subsequent to such review, the faculty member shall be provided, at cost and upon request, copies of non-excluded material contained in his/her file.
- C. A faculty member shall have the right to enter in his/her file a typed or printed statement to respond to or elaborate on any other item in the file.
- D. The personnel file shall contain information that has been provided by the faculty member to the Human Resources Office on the individual's prior employment, education, training, and official transcript of college work.
- E. Copies of the faculty member's contracts with the College shall also be maintained in the personnel file.
- F. Copies of Faculty Performance Analysis and Review forms shall be maintained in the Human Resources Office.
- G. If the College removes any item from a personnel file, the faculty member shall be given at least three (3) days advance notice so that the faculty member has an opportunity to review and photocopy the item.

- H. If a document was relied upon by the College in developing a faculty member's evaluation, and if a copy of the document is in the possession of the College administration, such copy shall be placed in the faculty member's personnel file at the same time as the evaluation, except that written student evaluations or complaints or comments are not required to be placed in the personnel file. If the Faculty Performance Analysis is not otherwise dated, it shall be dated at the time it is placed in the personnel file.
- I. Other than student evaluations or summaries or compilations of such evaluations, no anonymous statements shall be placed in the personnel file.
- J. **Removal of Items** - The administration shall, upon written request by a faculty member, remove the following documents from a file:
  - 1. Records of grievances filed by the individual, providing three (3) years have elapsed since the filing thereof;
  - 2. Records of student grievances filed against the faculty member providing three (3) years have elapsed since the filing thereof.

**ARTICLE XII  
FACULTY SALARY**

**Section 12.01 - Salary Increases For Faculty.** Each faculty member employed on or before January 1, 2020 will receive a lump sum of \$1,250 added to the employee's base wage. Effective with the first pay of the 2020-2021 Academic Year, each faculty member employed on or before July 1, 2020 shall have his/her base contract salary increased by two and three-quarters percent (2.75%). Effective with the first pay of the 2021-2022 Academic Year, each faculty member employed on or before July 1, 2021 shall have his/her base contract salary increased by two and three-quarters percent (2.75%). Such increases shall be subject to the salary range limits set forth in this Article.

**Section 12.02 - Contract Base Year Salary Ranges.** Subject to Section 12.06, the placement and promotion contract year base salary ranges, which shall be in effect during this Agreement shall be as follows:

<u>January 2020</u>	<u>Minimum</u>	<u>Maximum</u>
Professor	57,437	85,221
Associate Professor	53,999	79,754
Assistant Professor	47,030	75,202
Instructor	41,824	63,533

<u>July 2020</u>	<u>Minimum</u>	<u>Maximum</u>
Professor	59,017	87,565
Associate Professor	55,484	81,947
Assistant Professor	48,323	77,270
Instructor	42,974	65,280

<u>July 2021</u>	<u>Minimum</u>	<u>Maximum</u>
Professor	60,640	89,973
Associate Professor	57,010	84,201
Assistant Professor	49,652	79,395
Instructor	44,156	67,075

Salary Range Maximums shall be waived when individual faculty receive promotional or professional growth incentives awards or may be waived by mutual agreement of the parties.

**Section 12.03 - Overload Compensation.** The overload rate shall be \$800 per semester credit hour.

**Section 12.04 - Supplemental Compensation**

**RATE PER HOUR**

Substitute Teaching (contact hour)	\$41.20
Registration Advising (outside contracted hours)	\$25.75
Curriculum Development	\$25.75
Lab Maintenance (major repairs)	\$20.60
Summer Work	\$25.75
(Lead Instructors or Program Facilitators) (maximum 40 hours)	
Cooperative Education/Work Experience	\$20.60
(maximum of four (4) hours per student per semester, plus the applicable College mileage reimbursement rate)	

**Section 12.05 - Initial Placement of New Faculty.** Initial placement of new faculty members into rank is the responsibility of the College. The following general criteria shall apply to the College's initial placement decisions:

- A. Minimum requirements for each rank are set forth in Section 12.08 of this Article. The following general criteria shall apply to the College's initial placement decisions.
- B. New faculty shall be placed as instructors, assistant professors or associate professors. If a new faculty member had been at the rank of professor at another institution of higher learning he/she may be placed at that Rank, but can be paid no higher than the midpoint of the professor rank.
- C. The College shall exercise its best judgment on all decisions as to initial placement and salary of new faculty to accommodate considerations such as academic and work experience, market supply and demand, budget limitations, evidence of individual effectiveness, complementary strengths, technical licenses, certifications, and the overall best interest of the College.

**Section 12.06 - Promotions.** The goal of the education component of the College's promotional system is to reflect the education requirement needed by faculty to be promotable in each rank. Because of the differences in the work experience criteria for original placement, the educational requirements will vary among technologies. For purposes of promotion, faculty classification will be the technology in which they teach. Faculty members must apply to the Tenure and Promotions Committee for promotional consideration. No consideration for promotion shall be given to an individual without such formal application. Where required, a faculty member will need to develop an Educational Equivalency Portfolio (EEP). The Educational Equivalency Portfolio (EEP) is designed to allow faculty to meet their educational goals and the requirements for the various ranks. For the rank of assistant and associate professor, the EEP is intended to be either a

prescribed level of education (i.e., BA equivalent) or a continuing education plan (i.e., prior approved plan beyond the Master's degree in the rank of professor).

The EEP includes, but is not limited to, the following:

- A. Professional development
- B. Continuing education units
- C. Conferences, seminars, and workshops
- D. Published book
- E. Published article or presentation of paper to professional organization
- F. Presentation of seminar or workshop to professional peers external to the institution
- G. Externships
- H. Certifications
- I. Undergraduate and/or graduate coursework

The faculty member in conjunction with his/her appropriate supervisor shall design the EEP. The Vice President for Academic Affairs shall review and approve or deny the EEP.

The EEP shall be based upon a rank system (See Table 2, Section 12.08, Equivalency Guidelines). The Education Equivalency Portfolio (EEP) for the Rank of Professor when used with the BA degree for Master's degree equivalency must be designed to equal the rigor of obtaining a Master's degree. Multiple presentations of the same material, multiple articles emanating from the same research project, or the same material being presented in different media is creditable only once. Where the Division Dean and faculty member agree that one's EEP measurable goal(s) must change and prior experiences need to be reviewed, the Vice President for Academic Affairs shall have the sole authority to approve EEP modifications.

The Tenure and Promotions Committee shall consist of two (2) members from each division and one (1) alternate for a total of six (6) members and two (2) alternates. Each member will serve a three-year term. The first year of the term will be as an alternate. The outgoing member is eligible to return (if re-elected) to the Tenure and Promotions Committee as an alternate and serve his/her new three-year term. The committee will be co-chaired by one (1) three-year committee member and one (1) two-year committee member. The two-year committee member will return the following year as co-chair. Any individual seeking promotion may not serve as chair or co-chair. Since a faculty member serving on the Tenure and Promotions Committee cannot vote with regard to his/her promotion, said candidate will be replaced by the alternate to discuss and vote on member candidate. The chairperson shall be selected by the faculty elected to serve on the committee. A representative as appointed by the College President shall serve as an ex-officio member.

Applications for promotion must be submitted to the Vice President for Academic Affairs. The Tenure and Promotions Committee will determine all deadlines for the promotion process by October 1 of the academic year. The Tenure and Promotions Committee shall

then review the timely application, and supportive documentation of any faculty member. In order for a candidate to be recommended by the Tenure and Promotions Committee, five (5) of the six (6) voting members must agree to the promotion. The recommendation of the Tenure and Promotions Committee is the final action of that committee and is not subject to review.

Recommendations for promotions will be made to the Board of Trustees by the August Board meeting. The faculty member must demonstrate to the Tenure and Promotions Committee that he/she has met the criteria for the desired rank (see Promotion Criteria, Table 1, Section 12.08 and Exhibits 1-3). The Tenure and Promotions Committee and the representative appointed by the College President shall review the faculty member's record of performance of professional responsibilities as documented through the evaluation process of the College, and may examine records or consult with supervisors or faculty as it finds helpful to its decision.

The Tenure and Promotions Committee and the Vice President for Academic Affairs shall present in a meeting their separate recommendation (s) concerning promotions to the College President. The President shall review the materials regarding the candidate for promotion and make his/her recommendation concerning the application to the Board of Trustees. If the President plans to make a recommendation to the Board denying promotion, he/she shall first meet with the faculty member and give reasons in writing for his/her position and provide the faculty member an opportunity to respond in writing on or before five (5) working days. The Board shall grant or deny the promotion. Decisions to grant or deny a promotion are final and not subject to the Grievance Procedure. The faculty member may withdraw the application at any stage in the process by notifying President in writing. Promotion in rank shall not be a condition of employment except as otherwise provided in this Agreement.

**Section 12.07 - Promotional Increases.** Each faculty member who is promoted at the beginning of the academic year will receive a promotion increase in his/her base contract salary effective with the start of the academic year. The amount of the increases shall be as follows:

Associate Professor to Professor	\$2,500
Assistant Professor to Associate Professor	\$1,900
Instructor to Assistant Professor	\$1,500

**Section 12.08 - Definitions Used for the Purposes of Promotion**

A. Technology Classification

For purposes of promotion, faculty classification will be the technology/discipline in which they teach.

B. Credit Hour Conversion

All credit hours are expressed in semester hours. One (1) quarter hour equals 2/3 of a semester hour.

C. Academic Degree



For promotion, a faculty member's degree must come from an accredited institution(s) whose accreditation is recognized by the North Central Association of Colleges and Schools or its regional partners. Where a Master's degree is required, the Doctoral degree satisfies the academic requirement.

D. Terra Teaching and Performance Evaluation for Promotion to Assistant Professor

Faculty may apply for promotion to Assistant Professor during their first year at Terra if they produce the supporting documentation from their most recent higher education employer necessary to meet the criteria for promotion to Assistant Professor.

E. Peer Evaluation in Documenting the Teaching Criterion

The Vice President for Academic Affairs and Promotion Committee shall identify the faculty to be used in evaluating the teaching criterion for each faculty member applying for promotion.

F. Prior Experiences

Faculty who were granted banked prior experience points in 1992 may use these points as part of a prior approved EEP with their supervisor's agreement.

**ARTICLE XII**  
**FACULTY SALARY**  
**TABLES AND EXHIBITS**

TABLE 1

Promotion Criteria

		Promotion in Rank		
Technology /Discipline	Criteria	Assistant Professor	Associate Professor	Professor
Mathematics Science  Humanities  Behavioral Sciences Social Sciences  English Foreign Languages  Fine Arts  Music  Early Childhood Education	1. Education	Masters	Masters	Masters + EEP or 16 SH in subject area(s)
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement
Graphics  Computer Information Systems  Digital Media	1. Education	BA	BA + (EEP or 16 SH)	Masters + (EEP or 16 SH)
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement

An EEP is equal to 180 points in QH (converts to 120 points in SH).

\*Statement(s) from supervisor(s) and peer evaluation required.

“Teaching” as used in these Tables excludes part-time teaching and includes but is not limited to the duties listed in Section 8.01 (refer to Section 1.02 and Article VIII for full-time teaching definition).

TABLE 1

Promotion Criteria

		Promotion in Rank		
Technology /Discipline	Criteria	Assistant Professor	Associate Professor	Professor
Law Enforcement	1. Education	BA+ OPOTC "instructor" certified	BA + OPOTC "instructor" certified + 16 SH towards Master	Masters + (EEP or 16 SH)
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement
Accounting  Banking/Finance	1. Education	BA	BA + (16 SH towards Masters or CPA/CMA)	Masters or (BA + CPA/CMA) + EEP or 16 SH
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement
Business & Industrial Management  Marketing  Office Administration  Hospitality Management	1. Education	BA	BA + 16 SH toward Masters	Masters + EEP or 16 SH
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement

An EEP is equal to 180 points in QH (converts to 120 points in SH).

\*Statement(s) from supervisor(s) and peer evaluation required.

“Teaching” as used in these Tables excludes part-time teaching and includes but is not limited to the duties listed in Section 8.01 (refer to Section 1.02 and Article VIII for full-time teaching definition).

TABLE 1

Promotion Criteria

		Promotion in Rank		
Technology /Discipline	Criteria	Assistant Professor	Associate Professor	Professor
Architecture HVAC Industrial Electricity Integrated Manufacturing Mechanical Engineering Plastics Robotics	1. Education	Associate + 50% BA	BA or EEP Equivalent to a BA	Masters or (BA + EEP or equivalent to a Masters)
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement
Power Technology/ Automotive	1. Education	Associate + 50% BA + ASE in teaching area(s)	(BA or EEP Equivalent to a BA) + ASE certified in all teaching areas	Masters or (BA + EEP equivalent to a Masters)
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement

An EEP is equal to 180 points in QH (converts to 120 points in SH).

\*Statement(s) from supervisor(s) and peer evaluation required.

“Teaching” as used in these Tables excludes part-time teaching and includes but is not limited to the duties listed in Section 8.01 (refer to Section 1.02 and Article VIII for full-time teaching definition).

TABLE 1

Promotion Criteria

		Promotion in Rank		
Technology /Discipline	Criteria	Assistant Professor	Associate Professor	Professor
Welding Non-Destructive Testing	1. Education	Associates + 50% BA + AWS-ACWI	(BA or EEP Equivalent to a BA) + AWS-ACWI	[Masters or (BA + EEP)] + ASNT, level 2 certified
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement
Sign Language	1. Education	BA	BA + RID	Masters + RID
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement
Social Work	1. Education	BA & LSW	BA + LSW + 16 SH	Masters + LSW + (16 SH or EEP)
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Professional Interest	Professional Leadership	Professional Leadership
	6. Measurable Goals in Rank	Summary Statement	Summary Statement	Summary Statement

An EEP is equal to 180 points in QH (converts to 120 points in SH).

\*Statement(s) from supervisor(s) and peer evaluation required.

“Teaching” as used in these Tables excludes part-time teaching and includes but is not limited to the duties listed in Section 8.01 (refer to Section 1.02 and Article VIII for full-time teaching definition).

TABLE 1

Promotion Criteria

		Promotion in Rank		
Technology /Discipline	Criteria	Assistant Professor	Associate Professor	Professor
Health Information Technology	1. Education	BA	BA + (EEP or 16 SH towards Masters)	Masters
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Meets AHIMA requirements Professional interests	Meets AHIMA requirements Professional Leadership	Meets AHIMA requirements Professional Leadership
	6. Measurable Goals in Rank	Annual goals and outcomes	Annual goals and outcomes	Annual goals and outcomes
Nursing	1. Education	Masters in Nursing	Masters in Nursing	Masters in Nursing plus Credits toward certification in a nursing specialty
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability as Teacher	Teaching Excellence	Teaching Leadership
	5. Professional Development	Meets licensure requirements	Meets Licensure Requirements	Meet Licensure Requirements
	6. Measurable Goals in Rank	Annual goals and outcomes	Annual goals and outcomes	Annual goals and outcomes

An EEP is equal to 180 points in QH (converts to 120 points in SH).

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\*Statements from supervisors and peer evaluations required.

“Teaching” as used in these Tables excludes part-time teaching and includes but is not limited to the duties listed in Section 8.01 (refer to Section 1.02 and Article VIII for full-time teaching definition.)

TABLE 1

Promotion Criteria

		Promotion in Rank		
Technology /Discipline	Criteria	Assistant Professor	Associate Professor	Professor
Physical Therapist Assistant	1. Education	Master's in Physical Therapy or related field	Master's in Physical Therapy or a related healthcare field, plus 1) 10 credit hours toward completion of a PhD or academic doctorate in related fields; or 2) completion of ABPTS Board Certification	Master's Degree in Physical Therapy or a related healthcare field plus 1) 40 hours credit towards completion of a PhD or academic doctorate in related field; or 2) completion of ABPTS Board Certification.
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability As Teacher	Excellent rating by students and supervisor observation. Teaching leadership.	Master teaching and teaching leadership, teaching inquiry and analysis.
	5. Professional Development	Meet CAPTE requirements/Professional interests	Focus on Physical Therapy education, CEUs	Involvement with Accreditation and Examination bodies
	6. Measurable Goals in Rank	Annual goals and outcomes	Annual goals and outcomes	Annual goals and outcomes
Medical Assisting	1. Education	Bachelor's in related health care field	Bachelor's in related health care field plus 10 credits towards Master's in related health field	Master's Degree in related health care field
	2. Teaching	2 Years	6 Years, 3 at Rank at Terra	9 Years, 3 at Rank at Terra
	3. Performance Evaluation	2 Years	3 of 4 Years	3 of 4 Years
	4. Teaching*	Ability as Teacher	Excellent rating by students and supervisors observations. Teaching leadership	Master teaching and teaching leadership, teaching inquiry and analysis
	5. Professional Development	Meet CAAHEP requirements/Professional interests	Focus on Medical Assisting Education, CEUs	Involvement with Accreditation and Examination bodies
	6. Measurable Goals in Rank	Annual goals and outcomes	Annual goals and outcomes	Annual goals and outcomes

An EEP is equal to 180 points in QH (converts to 120 points in SH).

\*Statements from supervisors and peer evaluations required.

“Teaching” as used in these Tables excludes part-time teaching and includes but is not limited to the duties listed in Section 8.01 (refer to Section 1.02 and Article VIII for full-time teaching definition.)



TABLE 2

EEP Equivalency Guidelines

ACTIVITY	POINTS
1. One CEU (30 clock hours of instruction) relevant to the discipline taught	1 SH
2. Thirty hours of attendance at conferences, seminars, or workshops approved by the department chairperson and/or division director relevant to the discipline taught	1 SH
3. Professional Licensure or Certification awarded as a result of an externally administered examination following a specified amount of experience in the professional field and recognized within that profession as signifying advancement in that profession (30 clock hours)	*
4. Coursework ( 1 semester hour)	1 SH
5. Scholarship related to the discipline taught: a. book (6 graduate semester hours) b. published article or presentation of paper to professional organization c. presentation of seminar or workshop to professional peers external to the College	6-10 SH .5 - 2 SH .5 - 2 SH
6. Other	*

\*To be evaluated and assigned hours by the Vice President for Academic Affairs

“Teaching” as used in these Tables excludes part-time teaching and includes but is not limited to the duties listed in Section 8.01 (refer to Section 1.02 and Article VIII for full-time teaching definition).

**EXHIBIT I**  
**CRITERIA FOR PROMOTION TO ASSISTANT PROFESSOR**

I. EDUCATION

- A. Degree and/or satisfaction of prior approved Educational Equivalency Portfolio (EEP). Degree must be from accredited institutions recognized by the North Central Association of Colleges and Schools or its regional partners.

II. TEACHING

- A. Two (2) full-time academic years

III. EVALUATION OF PERFORMANCE

- A. Annual Self-Assessment
  - 1. The faculty member has set goals for three of the past four years that were consistent with his or her faculty rank. The division dean will assess the appropriateness of these goals to the current rank each year, along with the progress toward those goals, and document his or her assessment on the Supervisor Assessment form.
- B. Ability as Teacher [Documented by statement(s) from supervisor(s), peer evaluations, and supporting documentation provided by faculty member]
  - 1. Knowledge of subject matter
  - 2. Communication skills
  - 3. Variety of teaching techniques
  - 4. Student advisement
  - 5. Attitudes toward students
  - 6. Development of tests and assignments
  - 7. Student assessment
- C. Professional Interest [Documented by statement(s) from supervisor(s), peer evaluations, and supporting documentation provided by faculty member]
  - 1. Staff development activities
  - 2. Workshops, conferences, seminars
  - 3. Cooperation, participation

IV. SUMMARY

- A. Summary statement of the faculty member's goals and objectives and how these would successfully contribute to the role and meet the rigor of Assistant Professor.

The Tenure and Promotions Committee will determine if the faculty member's growth and development has been sufficient to advance in rank based on the faculty member's supporting documentation of the above criteria.

**EXHIBIT II**  
**CRITERIA FOR PROMOTION TO ASSOCIATE PROFESSOR**

**I. EDUCATION**

- A. Degree and/or satisfaction of prior approved Educational Equivalency Portfolio (EEP). Degree must be from accredited institutions recognized by the North Central Association of Colleges and Schools or its regional partners.

**II. TEACHING**

- A. Six (6) full-time academic years, three (3) years must be at the rank of Assistant Professor at Terra.

**III. EVALUATION OF PERFORMANCE**

**A. Annual Self-Assessment**

- 1. The faculty member has set goals for three of the past four years that were consistent with his or her faculty rank. The Division Dean will assess the appropriateness of these goals to the current rank each year, along with the progress towards those goals, and document his or her assessment on the Supervisor Assessment Form.

**B. Teaching Excellence [Documented by statement(s) from supervisor(s), peer evaluations, and supporting documentation provided by faculty member]**

- 1. Variety of courses taught
- 2. Development of new or revised courses
- 3. All of the criteria under III.B (Ability as Teacher) at the previous rank

**C. Professional Leadership [Documented by statement(s) from supervisor(s), peer evaluations, and supporting documentation provided by faculty member]**

- 1. Faculty mentoring
- 2. College service
- 3. All of the criteria under III.C (Professional Interest) at the previous rank

**IV. SUMMARY**

- A. Summary statement of the faculty member's goals and objectives and how these would successfully contribute to the role and meet the rigor of Associate Professor.

The Tenure and Promotions Committee will determine if the faculty member's growth and development has been sufficient to advance in rank based on the faculty member's supporting documentation of the above criteria.

**EXHIBIT III**  
**CRITERIA FOR PROMOTION TO PROFESSOR**

I. EDUCATION

- A. Degree and/or satisfaction of prior approved Educational Equivalency Portfolio (EEP). Degree must be from accredited institutions recognized by the North Central Association of Colleges and Schools or its regional partners.

II. TEACHING

- A. Nine (9) full-time academic years, three (3) years must be at the rank of Associate Professor at Terra.

III. EVALUATION OF PERFORMANCE

A. Annual Self-Assessment

- 1. The faculty member has set goals for three of the past four years that were consistent with his or her faculty rank. The Division Dean will assess the appropriateness of these goals to the current rank each year, along with the progress towards those goals, and document his or her assessment on the Supervisor Assessment form.

B. Teaching Leadership [Documented by statement(s) from supervisor(s), peer evaluations, and supporting documentation provided by faculty member]

- 1. Curricula design
- 2. Leadership in teaching and related responsibilities
- 3. All of the criteria under III.B. (Teaching Excellence) at the previous rank.

C. Professional Leadership [Documented by statement(s) from supervisor(s), peer evaluations, and supporting documentation provided by faculty member]

- 1. Contribution(s) to profession
- 2. Contribution(s) to community
- 3. All of the criteria under III.C. (Professional Leadership) at the previous rank

IV. SUMMARY

- A. Summary statement of the faculty member's goals and objectives and how these would successfully contribute to the role and meet the rigor of Professor.

The Tenure and Promotions Committee will determine if the faculty member's growth and development has been sufficient to advance in rank based on the faculty member's supporting documentation of the above criteria.

## **Section 12.09 - Professional Growth Options.**

- A. Professional Growth Incentive (PGI) Plan - All faculty shall be eligible for professional growth incentive increases awarded upon completion of an individualized plan of work approved in advance by the Vice President for Academic Affairs. This individualized plan of work must be developed between the faculty member and his/her Division Dean with the goal of being a benefit to the College. If the faculty member and his/her Division Dean cannot agree on the design of this Professional Growth Plan, each will present their view to the Vice President for Academic Affairs, who shall determine whether such course work is related and beneficial to the faculty member's teaching, will result in growth, and be a benefit to the College. The decision of the Vice President for Academic Affairs is final and will not be subject to the Grievance Procedure.

Upon completion of ten (10) semester or equivalent hours the faculty member will have added to his base salary an award amount of seven hundred fifty dollars (\$750). Any such award shall be effective for the academic year following the year in which the requirements of the plan have been successfully completed. (A year shall begin with the start of the fall semester and end just prior to the subsequent fall semester.) Any Professional Growth Plan must be fully completed in no more than three (3) calendar years from the date of final approval by the Vice President for Academic Affairs. In the case of unusual or extenuating circumstances the College has the right to extend this time to a maximum of five (5) years.

- B. Tuition Reimbursement – Any plan which has fewer than ten (10) semester or equivalent hours will be eligible for tuition reimbursement only. This individualized plan of work must be developed between the faculty member and his/her Division Dean with the goal of being a benefit to the College. If the faculty member and the Division Dean cannot agree on the design of this Professional Growth Option, each will present his/her view to the Vice President for Academic Affairs, who shall determine whether such course work is related and beneficial to the faculty member's teaching, will result in growth, and be a benefit to the College. The decision of the Vice President for Academic Affairs will be final and will not be subject to the Grievance Procedure.

Actual cost of the credit hours or equivalents on the approved plan will be reimbursed by the College to the faculty member not to exceed tuition and general fees of Bowling Green State University, or the University of Toledo, whichever is higher. Upon application by the faculty member, the President may, in his/her discretion, approve reimbursement of costs higher than BGSU or UT for unique or specialized courses. Tuition reimbursements will be made after the faculty member provides evidence (grade report, transcript, or certification) of successful completion (grade C or better) of approved course work.

- C. Equivalents - The equivalents as stated in A and B above refer to one (1) C.E.U. or thirty (30) clock hours of instruction being equal to one (1) semester hour.

ACTIVITY	POINTS
1. One CEU (30 clock hours of instruction) relevant to the discipline taught	1 SH
2. Thirty hours of attendance at conferences, seminars, or workshops approved by the department chairperson and/or division director relevant to the discipline taught	1 SH
3. Professional Licensure or Certification awarded as a result of an externally administered examination following a specified amount of experience in the professional field and recognized within that profession as signifying advancement in that profession (30 clock hours)	*
4. Coursework ( 1 semester hour)	1 SH
5. Scholarship related to the discipline taught: a. book (6 graduate semester hours) b. published article or presentation of paper to professional organization c. presentation of seminar or workshop to professional peers external to the College	6-10 SH .5 - 2 SH .5 - 2 SH
6. Other	*

\*To be evaluated and assigned hours by the Vice President for Academic Affairs

- D. Pay - For any faculty member whose P.G.I. award and salary places him or her below the minimum salary for the next higher rank, said P.G.I. award will be added to their salary after advancing to the next rank.

**Section 12.10 - Pay Plans.** The College is transitioning to an annual pay plan that will run July 1 to June 30. Effective with the ratification and approval of this Agreement, current bargaining unit employees will have the remainder of their 2019-2020 annual salary divided equally among the remaining semi-monthly payrolls until June 30, 2020. Effective July 1, 2020, current bargaining unit employees shall be paid on a twenty-four (24) pay calendar with their annual salary paid on a semi-monthly basis starting with the pay period commencing on July 1<sup>st</sup> and concluding the pay period ending on June 30<sup>th</sup> of the following calendar year.

New employees starting after July 1 but prior to the start of Fall Semester, will have their annual salary divided in equal amounts over the remaining twenty-one (21) pay periods from August 31<sup>st</sup> to June 30<sup>th</sup>. Beginning July 1<sup>st</sup> of the year following the bargaining unit employee's initial employment, these employees will have their full annual salary evenly split over twenty-four (24) pay periods.

New employees starting at times other than the beginning of the academic year, will have their prorated annual salary divided in equal amounts over the remaining pay periods until June 30<sup>th</sup>. Beginning July 1<sup>st</sup> of the year following the bargaining unit employee's initial employment, these employees will have their full annual salary evenly split over twenty-four (24) pay periods.

Any Faculty member not returning to the College after the completion of Spring Semester, must submit their resignation prior to June 30<sup>th</sup>. Any Faculty member not returning to the College due to retirement, non-renewal, or resignation after the conclusion of the Academic Year (i.e. Spring term), will have their full salary and benefits paid through June 30<sup>th</sup>. Faculty members who resign between July 1<sup>st</sup> and the start of the new Academic Year will be required to return all pay received after June 30<sup>th</sup> as that pay is not yet earned.

Members shall be paid by direct deposit only. Exceptions may be made upon request to the Office of Human Resources for special circumstances on a limited basis.

**Section 12.11– Administrator Appointment to Faculty Position.** An administrator may seek appointment by the Board of Trustees to a position as a faculty member. If a qualified individual petitions for placement as an Assistant Professor, Associate Professor, or Professor, or if the President recommends placement of the administrator as an Assistant Professor, Associate Professor, or Professor, the provisions of Section 12.05 of Article XII of this Agreement shall apply. Timelines as set forth in Section 12.05 shall be waived. For purposes of this Article, administrative experience at the College shall be equivalent to Terra teaching experience at the rate of one (1) year of administrative service to one (1) year of teaching experience. Upon completion of the process set forth in Section 12.05 and appointment of the administrator by the Board of Trustees to a faculty position, the administrator shall relinquish his or her administrative status.

**The College President may place administrators in a faculty rank with up to two (2) years in a rank. After initial placement, faculty will comply with promotional criteria in Section 12.08 (including years in rank). The College President may involve the Promotions and Tenure Committee but is not required to do so.**

### **ARTICLE XIII SUPPLEMENTAL BENEFITS**

**Section 13.01 – Health Insurance.** The College will provide group health insurance benefits to full time faculty and eligible dependents. Except as limited by this Article, the College retains the right to change carriers, self-insure, institute cost containment programs such as spousal waivers, spousal surcharges or otherwise modify its insurance program, including changes to benefit levels and/or cost to the employee and eligible dependents, in the same manner and effective on the same date(s) as it may choose to modify group health for all other College union and non-union employees covered by the insurance plan. Notwithstanding the foregoing, the college will seek substantially similar health insurance coverages. Upon initial employment, during an open enrollment period, or as otherwise permitted by the insurance policy, each faculty member and his/her family may enroll in and receive health insurance coverage. The College shall pay eighty-eight percent (88%) of the single and family coverage premium for employees hired before September 1, 2011. The College shall pay eighty percent (80%) of the single and family coverage premium for all employees hired on or after September 1, 2011. Beginning on January 1, 2016, the faculty's current health plan will be updated to match the plan being provided to the staff, professionals, and administrators effective October 1, 2015.

Currently, the faculty member may elect coverage under a Preferred Provider Organization (PPO) option or a High Deductible Health Plan (HDHP) coupled with a Health Savings Account (HSA) option. After the annual review, if the College continues to offer a HDHP plan, the College will contribute a maximum amount of \$1,500 for single or \$3,000 for family. To the extent that deductibles are reduced during the term of this Agreement, HSA contributions will be limited to 50% of the applicable annual deductible amounts, subject to the \$1,500/\$3,000 maximum. Nothing in this Article shall be construed to restrict the ability of the College to make modifications to its health insurance plans to comply with state or federal law.

**Section 13.02 – College Employee Benefits Committee.** Two faculty union members, selected by the Terra Faculty Association, shall serve on the Benefits Committee. The functions of the Benefits Committee shall be to review the College's health insurance issues.

**Section 13.03 – Term Life Insurance.** Upon application, each faculty member will be provided with term life insurance coverage equal to double the faculty member's salary rounded to the next highest \$1,000. The policy shall be comparable to the policy in effect as of July 1, 2009.

**Section 13.04 – Accidental Death and Dismemberment.** Accidental death and dismemberment insurance coverage will be provided in the amount of \$100,000. The policy shall be comparable to the policy in effect as of July 1, 2009.

**Section 13.05 – Dental Insurance.** Upon initial employment, during an open enrollment period, or as otherwise permitted by the insurance policy, each faculty member and his/her family may enroll in dental insurance coverage. The College will pay the full cost of single coverage for dental insurance comparable to the policy in effect as of July 1, 2009. Costs for spouse or family coverage shall be fully paid by the employee.

**Section 13.06 - Re-enrollment.** If for any reason a faculty member and/or his/her family withdraws from coverage under any insurance policy described in this article, re-enrollment shall be subject to the requirements of the policy then in force.

**Section 13.07 - Fee Waiver.** Full-time instructional staff, their dependent natural and legally adopted children and step-children (as defined in Section 132(f) of the Internal Revenue Code, as amended, or any successor provision), and the faculty member's spouse, may enroll in credit courses at the College without a tuition charge. The tuition waiver does not include the application fee, general fees, and laboratory fees. Faculty who enroll in a course must obtain approval of their Division Dean prior to the beginning of the semester in which the course is to be taken. Faculty will be permitted to enroll only on a space available basis, and enrollment cannot interfere with the faculty member's professional responsibilities.

**Section 13.08 - Retirement Systems.**

- A. Mandatory Retirement Contributions - All full-time faculty members are required to become members of the State Teachers Retirement System of Ohio (STRS) or an alternative system under the provisions of the Ohio Revised Code. New employees are required to choose a system under the Chapter 3305 of the Ohio Revised Code.
- B. Tax Deferral Plan - The College agrees to reduce each full-time teaching faculty member's employment compensation by the amount each faculty member is required to contribute to the State Teacher Retirement System of Ohio (STRS) or an alternatively chosen plan in accordance with federal, state, and local tax laws and regulations.

**Section 13.09 - Payroll Deductions.** The College shall make payroll deductions as required by law. Additional deductions allowed by law and permitted by Board policy may be made only with advance written authorization from the faculty member.

**Section 13.10 - Travel Reimbursements for College Business.** Expenses for authorized travel on College business will be provided in accordance with Board Policy and 3357:16-5-21 and any amendments adopted thereunder.

**Section 13.11 - Tax Sheltered Plan.** Covered employees shall have the opportunity to participate in an Internal Revenue Code Section 125 pre-tax spending account plan, subject to its provisions, for the purposes of premium conversion, flexible spending, and dependent care.

**Section 13.12 - Retirement Severance Pay.** Upon official retirement as defined in Ohio Revised Code Section 124.39 or any successor statute, and with ten (10) or more years of employment with Terra Community College, each faculty member shall be paid at his/her daily rate for thirty percent (30%) of any accrued unused sick leave, to a maximum of forty (40) days.



**Section 13.13 - Supplemental Benefits.** Beginning October 1, 2016, the College will join the Stark County Schools Council of Governments (COG) and participate in the COG's program for health benefits. The following language modifies and supersedes any conflicting language beginning October 1, 2016, including, but not limited to: Sections 13.01, 13.02, 13.03, 13.04, 13.05, 13.06 and 13.11. See COG Health Benefits Plan for COG adopted coverage information. In order to be eligible for insurance, an employee must be contracted full-time. In the event the College desires to leave the COG or otherwise change the benefits covered in Article XIII, contract language in effect on July 1, 2016, will remain in full force and effect. Specifically, in Section 13.01 of the contract it states that the "College will seek substantially similar health insurance coverage". This is understood to mean, substantially similar to the health insurance coverage in place prior to joining the COG. Additionally, the College shall pay eighty-eight percent (88%) of the single and family coverage premium for employees hired before October 1, 2016. The College shall pay eighty percent (80%) of the single and family coverage premium for all employees hired on or after October 1, 2016.

### **Medical**

- A. The College shall pay eighty-eight percent (88%) of the single and family coverage premium for employees hired before October 1, 2016.

The College shall pay eighty percent (80%) of the single and family coverage premium for all employees hired on or after October 1, 2016.

- B. Stark County Schools Council

The College may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The College shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

- C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be determined by the COG.

- D. Preferred Provider - Prescription Drugs

The College shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's

20% co-payment.

3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

### **Life Insurance**

The College shall provide term life and accidental death and dismemberment coverage in the amount of double the member's salary for each employee, rounded to the nearest thousand.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to College paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

### **Dental Insurance**

The College shall provide dental coverage and pay one hundred percent (100%) of the premium for single coverage. The College shall pay the sixty percent (60%) of the coverage for family coverage and the employee shall pay forty percent (40%).

### **SECTION 125 TAX SHELTER**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

**PREMIUM HOLIDAYS:** If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

**SPOUSAL COVERAGE:** Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

**SAME SEX MARRIAGE:** If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

## **ARTICLE XIV PAID LEAVE OF ABSENCE**

**Section 14.01 - Sick Leave.** All faculty earn sick leave at the rate of one and one-fourth (1 1/4) days per each calendar month of the calendar year.

Unused sick leave may be accumulated up to one hundred eighty (180) days. Sick leave credit which would exceed this maximum shall be converted to bonus vacation credit in accordance with other provisions of this Article.

Any faculty member who transfers to the employment of the College from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in that public employment, up to a maximum of one hundred and twenty days (120), upon presentation by the employee of certification of such days accumulated from the prior employer. Crediting is allowed if the prior employment terminated within one (1) year of employment by the College.

New faculty shall have five (5) days of sick leave available at the beginning of their first school year.

**Section 14.02 - Use of Sick Leave.** Faculty may use sick leave for personal illness, injury, birth of a child, disability resulting from pregnancy, exposure to contagious disease and for absence due to illness or injury in the faculty member's immediate family. For purposes hereof, "immediate family" shall mean the faculty member's spouse, children, or parent. Absence due to illness or injury in immediate family shall not exceed three (3) days for each occurrence of illness or injury.

Faculty using sick leave shall furnish a signed statement to the effect that absence was caused by illness or due to any of the foregoing authorized causes.

A faculty member who uses sick leave by reason of absence as set forth above may have such sick leave days restored in the event that such faculty member makes up canceled classes, laboratories, and office hours. In order to qualify for restoration of sick leave, a faculty member must first obtain the approval of his/her division director for such revised schedule.

If medical attention is required, the name of the physician and date(s) he/she was consulted is required. A statement of the general nature of the illness and fitness to return to duty may be required. A physician's statement may be required for any absence of three (3) days or more, or for frequent absences. Where the College requires an examination by a physician of its choice, the College will pay the cost of the examination.

Failure to file the sick leave statement may result in discipline. Falsification of sick leave is grounds for termination of employment.

**Section 14.03 - Funeral Leave.** Faculty members shall be granted up to three (3) days of paid leave for a death in the faculty member's immediate family. "Immediate family" for this purpose means the faculty member's spouse, children, parents, grandparents, parents of the faculty member's spouse, brother, sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

**Section 14.04- Faculty Improvement Leave.** Faculty can request one (1) or more days of paid leave to attend a workshop, seminar, or other educational meeting related to their professional duties. The request must be filed with the faculty member's Division Dean in writing as soon as possible prior to the workshop, seminar, or meeting. The faculty member will be notified of approval or disapproval of the leave and travel authorization as soon as possible after the initial written request. Disputes shall be resolved through the grievance procedure and the College shall make arrangements to cover the absent employee's classes.

**Section 14.05 – Sabbatical.** The College will make available to faculty a sabbatical for the purpose of furthering the College's mission of educational excellence or for the faculty member to work toward the completion of a doctorate. Sabbaticals must be approved by the College's Board of Trustees.

To be eligible to apply for a sabbatical, the faculty member must have obtained the rank of Associate Professor or higher and have completed a minimum of six (6) years of service as a full-time faculty member at the College.

If approved by the College's Board of Trustees, faculty may take one (1) semester of sabbatical leave. Thereafter, the faculty member is eligible to apply for another sabbatical only after completion of five (5) additional years as a full-time faculty member from the ending date of the prior sabbatical. Sabbaticals will be paid at 50% of the faculty member's regular salary for the sabbatical semester.

**Section 14.06 - Military Leave.** Faculty members will be provided and paid for military leave in accordance with applicable law.

**Section 14.07 - Jury Duty.** Faculty who are absent from their duties to appear in court for jury duty, in response to official subpoenas, shall receive payment of their salaries less any payment received for court services. The faculty member shall present a statement from the bailiff or court showing dates of jury service and earnings for jury service. No salary reduction will be made for court reimbursement of out-of-pocket expenses.

**Section 14.08 - Compensation Determinations For Paid Leaves.** Individuals using sick leave pursuant to this Article shall receive all compensation that would otherwise have been earned during the leave, including any overload. Faculty working the equivalent of at least eight (8) weeks of a sixteen (16) week semester will receive full overload pay for the semester. Faculty working the equivalent of less than eight (8) weeks of a sixteen (16) week semester shall receive overload pay pro-rated based on the total number of weeks worked during the semester. Payment for all paid leaves other than sick leave shall be based on the instructor's regular base contract salary exclusive of any overload pay. For each day of such leaves the faculty member shall receive a per diem amount determined by dividing the base contract salary by the total days of contract obligations (one hundred seventy [170] for a ten [10] month Regular Instructional contract). This per diem amount shall be reduced by any receipt of outside compensation described in this Article. Total days of contact obligations used for these determinations are not affected by use of any leave or conversion of sick leave to vacation.

**Section 14.09 - General Requirement.** Use of any paid leave for a purpose other than the approved purpose is grounds for termination.

**Section 14.10 - Personal Leave.** An employee may request of the Division Dean, personal leave time in increments of no less than one-half (1/2) day, for personal reasons.

1. The leave is contingent upon an appropriate arrangement for coverage of teaching responsibilities.
2. Except in case of emergencies, the leave requires prior notification of at least two (2) working days.
3. If the College incurs additional expense because of this leave, then such leave may be deducted from the faculty member's sick leave.

**Section 14.11 - Non-Educational Release Days.** Faculty who have unused sick leave credit in excess of the one hundred eighty (180) days maximum accumulation as of the end of the fiscal year (June 30) in which the maximum was exceeded shall have such sick leave credit converted into Non-Educational Release Day credits for the following academic year as follows:

- A. Every three and three quarter (3-3/4) days of sick leave in excess of one hundred eighty (180) will be converted into one (1) Non-Educational Release Day.
- B. Non-Educational Release Days may be used on eligible non-instructional days. Commencement and convocation days are not eligible non-instructional days.
- C. The maximum number of Non-Educational Release Days that can be earned is four (4) and may not be carried over to the next fiscal year.
- D. Up to four (4) non-instructional days will be set aside by the College and unavailable for non-educational release day use. The College will notify all full-time faculty which of these non-instructional days for the next academic year will be unavailable for non-educational release day use. Members of the bargaining unit must be present for the non-instructional days that are unavailable for non-educational release day use. With the exception of the aforementioned non-educational release day usage, members of the bargaining unit may schedule the remainder of their non-educational release days.

## **ARTICLE XV EVALUATION AND PLAN FOR PROFESSIONAL DEVELOPMENT**

**Section 15.01 – Evaluation:** The College will conduct annual evaluations for non-tenured faculty and evaluations, at a minimum, every three (3) years for tenured faculty. The evaluations will be conducted by the faculty member’s immediate supervisor and may include, but not be limited to, the following items:

- 1. supervisor evaluation;
- 2. peer review;
- 3. student evaluation
- 4. self-assessment;
- 5. feedback from other interested parties;
- 6. personal professional development plan progress;
- 7. feedback from non-Terra entities if the faculty member’s duties involve Terra teaching and training duties for those entities.

**Section 15.02 - Plan for Professional Development:** A plan for professional development will be developed by the faculty member and submitted to the faculty member’s immediate supervisor. The faculty member and faculty member’s immediate supervisor will agree on the plan for the next evaluation period. The College will use its best efforts to financially support the plan within the limits of the College’s budget for such purposes. The plan will include agreed upon professional development items of mutual benefit to the College and faculty member which may include the following items:

1. Developing teaching excellence (curriculum and program development, teaching new subject areas, development of excellence in teaching techniques and methods);
2. Developing professional leadership (staff development, faculty mentoring, becoming recognized as a presenter or publisher in a subject area);
3. Continuing education;
4. Service to the College; and
5. Service to the community.

Plans for Professional Development (PPD) may include a Professional Growth Incentive (PGI).

**Section 15.03 - Nursing Faculty:** Evaluations and Plans for Professional Development for nursing faculty will be conducted in accordance with this Article to the extent consistent with applicable statutes, regulations and accrediting body procedures.

## **ARTICLE XVI FAMILY AND MEDICAL LEAVE**

**Section 16.01 – Family and Medical Leave.** The College will comply with the provisions of the Family and Medical Leave Act of 1993 (“FMLA”). Eligible faculty members are entitled to twelve (12) weeks of unpaid FMLA per rolling twelve (12) month period (measured backward from the date the leave commences). Eligible faculty members will receive FMLA in accordance with the College’s FMLA policy, including the requirement that employees exhaust paid leave, if available, prior to using unpaid leave. FMLA runs concurrently with workers’ compensation and other forms of paid and unpaid leave. After exhausting FMLA leave, faculty members may continue to use paid leave, including available sick leave, and unpaid leave in accordance with applicable eligibility requirements. Group health benefits for faculty members utilizing FMLA will be maintained during the leave period at the same level and under the same conditions as if the employee had continued to work in accordance with the College’s FMLA policy, which is hereby incorporated by reference. For further information concerning the FMLA, contact the Human Resources Department.

## **ARTICLE XVII UNPAID LEAVES OF ABSENCE**

**Section 17.01 - General Provisions.** A "leave of absence" in this Article is any authorized absence without pay. Such leave shall be without any benefits, except that if the insurance carrier permits the faculty member may assume and pay benefit premiums for all group insurance plans by remitting the premiums to the College. Such remittance will be required at least thirty (30) days in advance of the payment due date for the College. During such leave a faculty member will not accumulate sick leave, holiday time or seniority.

A leave of absence shall not extend a faculty member's employment or in any way limit or delay the College's authority to non-renew, terminate or lay off a faculty member.

Failure to use such leave solely for the approved purpose or failure to fulfill the requirements of a leave are grounds for termination.

**Section 17.02 - Disability Leave.** If a faculty member exhausts paid sick leave, the faculty member may apply for an unpaid leave of absence due to personal illness or injury. The request must be supported by medical evidence of illness or injury and by evidence that the faculty member will be able to return from disability leave to instruction. The Board of Trustees must

approve the leave in writing. Disability leave shall not be unreasonably denied. (If leave is refused for unsatisfactory evidence of ability to return, the College will assist the faculty member in procuring paid disability retirement pursuant to Ohio Revised Code Section 3307.42). The maximum duration of such leave is one full academic year, and periodic submission of supporting medical evidence satisfactory to the College may be required.

A leave for up to a "full academic year" means leave through the last academic semester expiring within one (1) calendar year of the leave's commencement date.

Return from leave shall require at least thirty (30) days advance notice, and the College may require that the faculty member cannot return before the start of the next semester after recovery is complete.

Return from leave shall require presentation of a doctor's certification that the individual has recovered from the illness or injury and is able to perform all professional duties required of full-time employment. The College, at its cost, may require a determination that the individual is able to perform all professional duties required of full-time employment by a physician of its choice as a condition of re-employment.

**Section 17.03 - Maternity Leave.** Unpaid leaves of absence for pregnancy may be taken for up to four weeks preceding the anticipated birth date of a child

The faculty member shall request the leave and provide notice of the anticipated departure and return dates.

**Section 17.04 - Educational Leave.** A faculty member may apply for an unpaid leave of absence for study or other formal learning designed to qualify the faculty member to serve the College in a new and adjusted capacity which has been approved in advance of the leave application by the College President. The leave application must be submitted at least one hundred twenty (120) days in advance of its anticipated commencement, and detail the proposed academic program that will be undertaken. The application must also state the scheduled date of departure and return. The application must be submitted to the faculty member's Division Dean for approval.

**Section 17.05 - Work Experience Leave.** A faculty member may apply for an unpaid leave of absence to obtain work experience. An application must be submitted to the faculty member's Division Dean at least one hundred twenty (120) days in advance of its anticipated commencement, and detail the work experience that will be undertaken and the reasons that it will benefit the faculty member and the College. The proposed departure and return dates must also be stated. The College will determine whether the leave shall be granted as well as the terms and conditions for any such leave, but its decision shall be subject to the grievance procedure.

**Section 17.06 - Emergency Leave.** A faculty member may apply for an unpaid leave of absence to attend to personal matters of an emergency nature. An application must be submitted to the faculty member's Division Dean explaining the need for the leave. The proposed departure and return dates must also be stated. The College will determine whether the leave shall be granted as well as terms and conditions of any such leave.

## **ARTICLE XVIII DEDUCTIONS FROM PAY**

**Section 18.01 - Deductions From Pay.** Unauthorized absences shall result in deductions of pay for all compensation that would otherwise have been earned during the absence. The per diem

deduction shall be determined by dividing the faculty member's base contract salary by the total days of contractual obligation (one hundred seventy [170] for a ten [10] month Regular Instructional contract). Compensation for all overload contract hours missed shall also be deducted. This Article does not limit the College's authority to impose discipline in addition to the pay deductions.

## **ARTICLE XIX SEVERABILITY**

**Section 19.01 - Conflict Provisions.** In the event there is a conflict between a provision of this Agreement and ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in this Agreement relative to the affected provision within sixty (60) days by demand of either party.

**Section 19.02 - Provision Invalidation.** If, during the term of this Agreement, there is a change in ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in this Agreement relative to the affected provision within sixty (60) days by demand of either party.

**Section 19.03 - State or Federal Mandated Changes.** If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, including, but not limited to, mandated changes resulting from the College's change in status to a state community college, which requires the College to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

## **ARTICLE XX EQUAL EMPLOYMENT OPPORTUNITIES**

**Section 20.01 - Discrimination.** This Agreement shall be administered and interpreted in accordance with laws relating to discrimination on the basis of age, disability, handicap, national origin, race, religion, sex, and veteran status.

**Section 20.02 - Non-Tolerance of Harassment.** The College, the Association, and the faculty members will not condone, tolerate, or engage in harassment of the College's employees, students, or visitors on the basis of age, disability, national origin, race, religion, sex, and veteran status. The College's policies prohibiting harassment and the procedures for reporting such harassment are contained in the faculty handbook.



**ARTICLE XXI  
SAFETY AND HEALTH**

**Section 21.01 - Safety and Health.** The College, the Association, and all faculty members will continue to comply with federal, state, and local laws, rules and regulations pertaining to safety and health on the job.

**ARTICLE XXII  
DURATION**

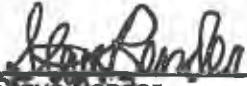
This Agreement between the Board of Trustees and Association shall become effective at 12:01 A.M. on July 1, 2019, and shall continue in full force and effect until midnight, June 30, 2022.


**TERRA STATE COMMUNITY COLLEGE**

  
\_\_\_\_\_  
Kay E. Reiter  
Chair, Board of Trustees

  
\_\_\_\_\_  
Dr. Ronald Schumacher  
President of the College

**TERRA FACULTY ASSOCIATION**

  
\_\_\_\_\_  
Steve Bender  
President

  
\_\_\_\_\_  
Michelle White  
Vice President