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AGREEMENT

BETWEEN

CLEVELAND STATE UNIVERSITY

AND

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
CSU CHAPTER - CLEVELAND-MARSHALL COLLEGE OF LAW

Effective August 16, 2021 through August 15, 2024

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ARTICLE 1

RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

The Cleveland State University hereby recognizes the AAUP-LS as the exclusive representative for the purpose of collective bargaining with respect to all mandatory subjects of bargaining, including wages, hours, terms and other conditions of employment in the bargaining unit, pursuant to certification by the Ohio State Employment Relations Board (SERB) in Case No. 2012-REP-11-0130 dated June 6, 2013.

All faculty at Cleveland State University whose primary appointment is with the College of Law with the rank of Assistant Professor, Associate Professor, Professor, Legal Writing Professor and Clinical Professor with the following exceptions: All adjunct, visiting, emeriti and other retired faculty, and all managerial employees, including but not limited to, the Dean of College of Law, assistant deans, associate deans, and Director of Legal Writing and Director of Engaged Learning.

If, during the term of this agreement, questions arise regarding the bargaining unit status of one or more employees, the parties will meet promptly to discuss the status of the individuals and shall attempt to reach agreement as to their inclusion or exclusion from the Bargaining Unit. If the parties are unable to reach agreement as to the status of any individual within ten (10) working days from the commencement of the discussions, either party may petition the SERB for determination of the status of the position.

ARTICLE 2

DEFINITIONS

- 2.1 The "Administration" shall refer to the President, Vice Presidents, Deans, and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by specific delegation of the President, to other senior executives.
- 2.2 The "Association," the "Union," or "AAUP-LS" shall refer to the CSU Chapter of the American Association of University Professors (Cleveland-Marshall College of Law).
- 2.3 The "Members of the Bargaining Unit" shall refer to the recognized bargaining unit as set forth in the recognition clause of this agreement. Members of the bargaining unit may also be referred to as "Faculty".
- 2.4 The "Dean or designee" shall refer to the Dean or a designee when so officially appointed or designated by the Dean.
- 2.5 The "Provost or designee" shall refer to the Provost or a designee when so officially appointed or designated by the Provost.
- 2.6 The term "year" shall mean an academic year consisting of two (2) semesters of full-time service out of the three (3) consecutive yearly semesters, provided that only one (1) year of the probationary period shall be counted during any three (3) consecutive semesters. When an initial appointment begins no later than the first day of the spring semester, a full year is counted; but a partial year of service that begins after the first day of the spring semester shall not be counted against the probationary period.

- 2.7 Calendar dates: Any calendar date or deadline referenced in this agreement, including when the date is referred to as “on or before”, that falls on a Saturday, Sunday, legal holiday observed by the University, or date when the University is officially closed, the date or deadline will be the next University working day as defined in Article 9, “Definitions,” section D.

ARTICLE 3

NON-DISCRIMINATION

- 3.1 The Administration agrees that it shall not discriminate against an employee because of membership or activity as a member of the AAUP-LS.
- 3.2 The university prohibits discrimination/harassment toward individuals of the university community on the basis of race, sex (including pregnancy), religion, color, age, national origin, veteran and/or military status, genetic information, or disability and discrimination/harassment toward individuals for other reasons such as sexual orientation, gender identity and/or expression, marital status or parental status. The university will conduct its programs, services, and activities in accordance with applicable federal (including Title IX of the Educational Amendments of 1972), state and local laws, regulations and orders and in conformance with university policies. The university and the AAUP-LS will not tolerate discrimination/harassment of faculty, staff or students by persons conducting business with or visiting the university, even though such persons are not directly affiliated with the university.
- 3.3 The University and AAUP-LS agree that claims of discrimination or harassment in violation of state or federal law or university policy shall first be made and heard according to the Office for Institutional Equity Procedures for Investigating Complaints of Discrimination and Harassment. Subsequently, the complainant may file a grievance under the provisions of Article 9 of the Collective Bargaining Agreement.
- 3.4 Nothing in this Article shall preclude any member of the Bargaining Unit from protecting his or her rights to be free from unlawful discrimination pursuant to any state or federal law which addresses discrimination, directly, and without resort to the Grievance and Arbitration Procedures contained in this Agreement.

ARTICLE 4

AFFIRMATIVE ACTION

- 4.1 The Administration affirms its established policy of non-discrimination in employment (appointment, promotion, tenure, layoff, etc.). The Administration declares its determination to actively recruit, retain and promote qualified women and minorities.

ARTICLE 5

WORK-LIFE BALANCE

- 5.1 The Administration and the AAUP-LS are committed to the ongoing development and implementation of working conditions and benefits that facilitate each faculty member's ability to achieve a healthy work-life balance regardless of gender, age, or family life-style status. CSU views work-life balance as a means to enable faculty to fulfill their career aspirations at the University as well as meet their responsibilities outside of work, and to improve our ability to attract and retain talented faculty.

Currently policies and procedures are being developed to address three issues:

- 1) Paid parental leave;
 - 2) Temporary modified duties for faculty with acute personal or family care situations;
 - 3) Proximate employment needs and other arrangements for partners of faculty who are in a dual academic career relationship. Unless otherwise stated, these policies will be stated in the University Faculty Personnel Policies or other appropriate locations.
- 5.2 An employee who is eligible for time off under the Family Medical Leave Act (FMLA) due to the birth or adoption of a child may use sick leave for the duration of the FMLA leave. The provisions of the sick leave bank under Section 19.3 shall apply.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.1 The Association recognizes the Administration as the body of authority solely vested with the right to manage all aspects of the University. The University shall have the right to take any action it considers necessary and proper to effectuate any management policy expressed or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority. Further, the exercise of any enumerated or reserved management rights by the University shall not be subjects of negotiation during the term of this Agreement, either with respect to the decision or its effects.
- 6.2 Except as limited under this Agreement, the management rights include, but are not limited to, the right 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 University, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate, or hire faculty;
 - C. Maintain and improve the efficiency and effectiveness of University operations;
 - D. Determine the overall methods, process, means, or personnel by which University operations are to be conducted;

- E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain faculty;
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the University;
 - H. Effectively manage the work force; and,
 - I. Take actions to carry out the mission of the University.
- 6.3 Further, and only as limited under this Agreement, the Administration retains all rights, express and reserved, to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the University Administration.

ARTICLE 7

SHARED GOVERNANCE

The law dean and faculty shall each have a significant role in planning, implementing, and administering the program of legal education of the law school, including curriculum, subject matter and methods of instruction/evaluation, admissions policies/procedures, academic standards, and those aspects of the student experience that relate to the educational process.

The CSU Board of Trustees/Administration and AAUP-LS recognize the necessity of faculty participation in the making of academic and educational policies not subject to collective bargaining. The CSU Board of Trustees/Administration and AAUP-LS recognize and affirm 1) the law faculty as the appropriate instrumentality for faculty participation in the governance of the Law School and fully support an independent and effective law faculty, and 2) the Faculty Senate as the appropriate instrumentality for faculty participation in the governance of the University and fully support an independent and effective Faculty Senate.

The role and responsibilities of the law faculty and its standing committees are described in the Bylaws of the Cleveland-Marshall College of Law. The role and responsibilities of the CSU Faculty Senate and its standing committees are described in the Bylaws of the Faculty Senate, which are available in the Faculty Personnel Policies at the Office of Compliance website:

<http://www.csuohio.edu/compliance/faculty-personnel-policies>

ARTICLE 8

SANCTION AND DISMISSAL

- 8.1 **SANCTION AND DISMISSAL PROCEDURES.** The Administration has the right to sanction a member of the bargaining unit up to and including termination of appointment, consistent with the requirements of just cause and the procedures outlined in this Article and the Grievance Procedure set forth in Article 9.
- A. The Administration shall initiate the procedure by informing the faculty member and the AAUP-LS that charges have been brought.
 - B. In determining an appropriate sanction, the Administration shall apply the principle of progressive discipline, including the proportionality of the sanction to the nature and impact of the offense. However, with respect to instances of severe misconduct, the Provost may, consistent with the requirements of just cause and the procedures outlined in this Article implement a sanction without first administering a lesser sanction.
 - C. Sanctions covered by this Article include but are not limited to: written or oral reprimands, early termination of appointment to the graduate faculty, remedial measures (e.g., performance improvement plan, training, etc.), suspensions with or without pay from all or part of the faculty member's academic responsibilities, and termination of appointment. Sanctions may be imposed for just cause, including, but not limited to:
 - (1) incompetence or dishonesty in teaching or scholarship;
 - (2) neglect of duty;
 - (3) personal conduct which substantially impairs the individual's fulfillment of his/her institutional responsibilities, including, but not limited to, drug or alcohol abuse, trafficking in illegal drugs, sexual, ethnic, racial or religious harassment;
 - (4) interfering with the normal operations of the University;
 - (5) fraudulent credentials; or
 - (6) conviction of a crime involving moral turpitude or conviction of a crime of violence as defined in Section 2901.01 (9) of the Ohio Revised Code.
 - D. If the Administration has reason to believe that an incident(s) has occurred that might constitute grounds for a sanction and believes that an investigation is warranted, then the Administration shall conduct an investigation. Investigations shall be conducted and concluded in a timely manner. Investigations may be either formal (which requires a written record of the details of the investigation and the resolution and reasons for same) or informal (which requires only a notation that the matter was investigated and resolved.) No investigation shall remain open indefinitely or continued beyond a reasonable duration necessary to secure evidence of misconduct or ongoing performance problems or to resolve the matter being investigated. Any investigation shall be consistent with University policies in conducting investigations of misconduct.
 - E. Allegations may be confidential or anonymous. However, no sanction may be based solely upon confidential or anonymous allegations.

- F. For purposes of this Article, “University working days” shall be defined as Monday through Friday, exclusive of Saturdays, Sundays, formal holidays recognized by the University, and period when the University is officially closed for business.
- G. The time periods and deadlines delineated in this Article may be extended by mutual agreement of the parties.

8.2 Sanctions Other than a Suspension or Termination of Appointment.

Prior to imposing a sanction other than a suspension or termination of appointment, a representative from Human Resources and the Dean or Associate Dean shall meet with the member of the bargaining unit to discuss the allegation(s) against the bargaining unit member and provide the bargaining unit member a meaningful opportunity to respond. The following procedures for the meeting shall be followed:

- A. The member of the bargaining unit shall have the right to be represented by the AAUP-LS.
- B. At least five (5) University working days prior to the meeting, the Administration shall notify both the faculty member and the AAUP-LS of the specific allegation(s) and provide all supporting evidence gathered at that point related to those allegation(s) that will be discussed during the meeting. The University reserves the right to provide additional evidence before the meeting. The AAUP-LS reserves the right to request additional time to review the additional evidence, if necessary.
- C. During the meeting, the matter may be resolved by dismissal of the allegation(s) or mutually acceptable sanction, which may include remedial measures (e.g., performance improvement plan, training, etc.). If the matter is not resolved, the faculty member and the AAUP-LS shall be sent a written statement of the charges and the discipline imposed, as well as copies of the documents upon which the charges and discipline are based (if not already provided), within ten (10) University working days of the meeting. The statement shall be signed by the administrator who imposed the sanction, with a copy provided to the Provost.
- D. A sanction that is not mutually acceptable may be grieved within ten (10) University working days at the grievance level above the administrator who imposed the sanction.

8.3 Sanctions that include a Suspension or Termination of Faculty Member’s Appointment.

Only the Provost may impose a sanction that includes a suspension or termination of the faculty member’s appointment. Prior to imposing such a sanction, the following procedures shall apply:

- A. The member of the bargaining unit shall have the right to be represented by the AAUP-LS.
- B. The Provost shall notify the faculty member and the AAUP-LS in writing and provide all supporting evidence gathered at that point relating to the allegation(s) as well as the proposed sanction. Within three University working days following receipt of the notice, the faculty member may request a meeting with the Provost. If a meeting is requested, the Provost shall meet with the faculty member and the AAUP-LS to discuss reasons for the proposed action.
- C. If the matter is not resolved within three University working days of the meeting or if a meeting is not requested, the Provost shall convene an Ad Hoc Committee comprised of three (3) members of the academic administration with tenured faculty status appointed by the Provost and three (3) members of the AAUP-LS bargaining unit (which may include one

member of the CSU-AAUP bargaining unit) appointed by the President of the AAUP-LS (“Ad Hoc Committee”). Within ten (10) University working days after the formation of the committee, or on a later date agreed to by the faculty member, AAUP-LS and the Provost, the Ad Hoc Committee shall hold a hearing. The Provost or the Provost’s designee shall present the basis for the proposed suspension or termination at the hearing. The faculty member shall have an opportunity to respond to the allegation(s) which form the basis for the proposed suspension or termination. The AAUP-LS may attend and may participate in the hearing. Following the conclusion of the hearing, the Ad Hoc Committee shall issue its written recommendation no later than fifteen (15) University working days and shall provide a copy to the faculty member, the AAUP-LS, and the Provost.

D. If, after receiving the written recommendation of the Ad Hoc Committee, the Provost decides to implement a suspension or termination of appointment, the Provost shall do so within ten (10) University working days.

8.4 If an investigation by the Office of Institutional Equity is conducted and a determination is made based on an allegation of sexual harassment, discrimination, sexual violence, or retaliation involving a bargaining unit member as a complainant or respondent, and an Ad Hoc committee hearing is convened under Section 8.3C of this Article, then the complainant (either a bargaining unit member or a student) may attend the hearing with one support person. Following the conclusion of the hearing, the Ad Hoc Committee shall provide a copy of its written recommendation to the complainant at the same time as the Provost. The proceeding before the Ad Hoc Committee and the action of the Provost shall constitute the appeal rights as set out in the Office for Institutional Equity procedures.

8.5 **Temporary Relief with Pay of all or part of a Faculty Member’s Academic Responsibilities.**

A. **To Prevent Actual or Threatened Physical or Psychological Harm to the Faculty Member or Others.** The Provost may temporarily relieve a bargaining unit faculty member of all or a portion of their academic responsibilities if the Provost deems this action to be necessary in an emergency to prevent immediate actual or threatened physical/mental harm to the faculty member or others at the University. Upon temporarily relieving a faculty member, the Provost shall provide written notice to the faculty member and the AAUP-LS that the temporary removal is being implemented pursuant to this section, and shall include the reasons for the action. As soon as possible, the Provost shall also meet with the AAUP-LS, and if appropriate, as determined by the Provost, the faculty member, to discuss the reasons for the action and the proposed duration. Within three University working days following the meeting, the Provost shall issue a written notice to the faculty member and the AAUP-LS stating either (1) that the faculty member is restored to full duty either immediately or following agreed-upon measures; (2) that the temporary relief should be continued in order to protect the faculty member or others from harm; or (3) that the Provost is pursuing suspension or dismissal of the faculty member and that the faculty member shall remain on temporary relief pending the outcome of those proceedings. The accused faculty member shall suffer no loss of pay or benefits during such a period of temporary relief of duties. Temporary relief shall not be considered a sanction for purposes of progressive discipline. The Provost may pursue discipline based on the conduct that led to the temporary relief.

B. **To Prevent Irreparable Academic Harm to Students.** The Provost may temporarily relieve a bargaining unit faculty member of all or a portion of their academic responsibilities if the Provost deems this action to be necessary in an emergency due to a faculty member’s dereliction of duty (e.g., repeated absence from class, refusal to grade assignments/assessments, etc.) which, if allowed to continue, would cause irreparable academic harm to students. Before temporarily relieving a faculty member, the Provost shall

provide written notice to the faculty member and the AAUP-LS of the reasons for the proposed action. As soon as possible, the Provost shall also meet with the AAUP-LS, and if appropriate, as determined by the Provost, the faculty member, to discuss reasons for the proposed action. If, following the meeting, the faculty member disagrees with the action, the Provost shall immediately convene an Ad Hoc Committee as described in section 8.3C. The Ad Hoc Committee will review the facts and circumstances and issue a written recommendation regarding the proposed action, and if so, the appropriate duration and shall provide a copy to the faculty member, the AAUP-LS, and the Provost. The accused faculty member shall suffer no loss of pay or benefits during such a period of temporary suspension. Temporary relief shall not be considered a sanction for purposes of progressive discipline. The Provost may pursue discipline based on the conduct that led to the temporary relief.

ARTICLE 9

GRIEVANCE AND ARBITRATION

The parties recognize and endorse the importance of establishing a prompt, fair and efficient mechanism for the orderly resolution of complaints and agree to make every effort in good faith to encourage the prompt settlement of such matters. Both parties encourage the resolution of complaints before they become formal grievances. All grievances concerning the application of this Agreement shall be settled in strict accordance with the procedures set forth in this article, and this procedure shall be the sole and exclusive method of disposing of such grievances.

DEFINITIONS

A. Grievance: A grievance is a complaint or allegation by a member of the bargaining unit that there has been a violation of a specific provision(s) of this Agreement. A grievance may be a group grievance if, in the opinion of the Administration and the AAUP-LS, an individual's grievance alleges a violation which affects a substantial number of employees as it relates to certain provisions of this Agreement. Through the mechanism of the group grievance, the related grievances of similarly situated employees, whether filed or not, will be consolidated into one proceeding, the outcome of which will be binding on all parties, actual or potential. Once classified as a group grievance, the dispute will be handled pursuant to the existing procedure. A grievance may also be a complaint or allegation by the AAUP-LS that there has been

- (1) a violation of the rights of the AAUP-LS as set forth in this Agreement, or
- (2) an act or failure to act by the Administration which violates this Agreement.

Examples of a chapter Grievance by the AAUP-LS shall include, but not be limited to, Article 12.2 (Visiting Appointments); Article 16.10 (Financial Exigency and Academic Reorganization), Article 31 (Chapter Rights); Article 37.3 (Contract Implementation Committee), and other Articles regarding the Administration's obligation to provide the Chapter with information.

If a grievance is related to a claim of sexual discrimination or harassment of a student, or a claim of sexual violence that occurs on or near campus, both the complainant and grievant will receive notice of hearings and outcomes at the same time, and both parties may, with one support person, attend hearings.

B. Grievant: A Grievant(s) is defined as a member(s) of the bargaining unit alleging in a grievance that he or she has been directly and individually wronged by a violation of the

specific provision(s) of this Agreement. The term "grievant," as used in this Article, may refer to the AAUP-LS only in the event of a group grievance or where alleging a violation of the rights of the AAUP-LS as set forth in this Agreement, or as set forth in the subpart A above.

- C. Respond and File: The terms "respond" and "file," as used in this article, refer to personal delivery or deposit in the U.S. mail or campus mail. The calendar date of receipt shall establish the date of response for filing. Notifications will be sent to the Grievant at the Grievant's home address as it appears on the grievance notification, or at the Grievant's University address as it appears on the grievance notification as indicated by the Grievant at the time of the filing of the grievance. Copies of all notifications will be sent to the AAUP-LS. All correspondence shall be sent return receipt requested.
- D. Time Limits: Time limits referred to in this article as "University working days" shall be defined to be Monday through Friday, exclusive of Saturdays, Sundays, formal holidays recognized by the University, and periods when the University is officially closed for business.
- E. Basic Provisions: All applicable steps of the Grievance Procedure set forth in this Agreement will be pursued to completion before any application for arbitration will be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.
- F. Unless extended by mutual consent, in writing, the time limits specified herein will be the maximum time allowed. However, if a grievance is filed through the AAUP-LS with the Dean or designee at Level II during the period from May 15 through August 31, the time limits for proceeding forward will be automatically extended. The Dean or designee's response to a Level II filing made during this period shall be due on August 31 or ten (10) University working days after the meeting with the Dean or designee, whichever is later. If the Dean or designee's response to a Level II filing made during this time period is received by the AAUP-LS before August 31, the time limit for proceeding to Level III, or if Level III is bypassed, Level IV, shall be September 15 or ten (10) University working days after receipt of the response, whichever is later.
- G. Designee: The term "designee," as used in this Article, shall be an individual authorized to act on behalf of the grievance officer identified in this Article to resolve the dispute.

LEVEL I MEETING -- INFORMAL RESOLUTION

Faculty members are encouraged to pursue informal resolution of any grievance. To this end, faculty members are encouraged to present an alleged violation to the lowest administrative level which is alleged to be responsible for the violation, as soon as reasonably practicable for purposes of resolving the dispute. A discussion of the alleged violation between the Grievant and the appropriate Administrator shall occur at a mutually agreeable reasonable time not later than ten (10) University working days after the request for a discussion regarding the grievance. Any resolution must be in conformity with the provisions of the Contract. The AAUP-LS shall be notified of any Level I meeting and any subsequent adjustment. The Administrator must provide a written statement of any resolution within three (3) working days after the Level I meeting. Such written statement, once agreed to by the grievant, may not be altered or withdrawn by either party, except by mutual consent.

LEVEL II MEETING

A faculty member and/or the AAUP-LS if eligible to grieve pursuant to this article may file a Level II grievance through the AAUP-LS with the Dean or designee not later than twenty-five (25) University working days after the event giving rise to the alleged violation or no later than twenty-five (25) University working days after the grievant knew or reasonably should have known of the event giving rise

to the alleged violation. The Grievant and the AAUP-LS shall state clearly and concisely on a grievance form provided by the AAUP-LS:

- A. the provision(s) of the agreement alleged to have been violated;
- B. a detailed description of the grounds of the grievance, including names, dates, places and times necessary for complete understanding;
- C. a proposed remedy;
- D. the name, department, or equivalent unit, of the Grievant and his/her signature. If the grievant is the AAUP-LS, the grievance form shall so state and the President, or designee, of the AAUP-LS shall be the AAUP-LS's representative;
- E. the name of the Grievant's AAUP-LS representative;
- F. the date of submission;
- G. the Grievant's preferred mailing address.

Failure to technically comply with the above grievance form requirements shall not void the grievance. Copies of this form shall be provided at the time of filing to the Vice Provost for Faculty Affairs or designee. The Dean or designee shall hold a meeting, unless mutually agreed otherwise, with the Grievant and the Grievant's AAUP-LS representative at a mutually agreeable time and location within five (5) working days of the Level II filing. The Dean or designee shall respond in writing to the Grievant, with a copy to the Grievance Officer, no later than twenty-one (21) University working days after the Level II meeting. Such written statement, when agreed to by the AAUP-LS, may not be altered or withdrawn without the mutual consent of the AAUP-LS and the administration.

LEVEL III -- GRIEVANCE PANEL (OPTIONAL)

In the event a grievance is not settled at Level II, within ten (10) University working days of receipt of the Level II response, the AAUP-LS, on behalf of the Grievant, may, at its sole option, submit the grievance to the Provost or designee who shall convene a grievance panel to review the grievance. The Grievance Panel shall begin its review within fifteen (15) University working days following receipt of the request by the AAUP-LS to appeal the Level II response.

The Grievance Panel shall be composed of two (2) bargaining unit members, from among the Law College faculty, selected by the AAUP-LS and two (2) individuals who are not members of the bargaining unit but hold tenured faculty rank selected by the University Administration. All panel members shall be full time University employees.

The Grievance Panel shall hold informal and non-adversarial meetings to review the grievance materials. The Grievance Panel may call upon witnesses, ask for the presentation of documentary evidence and listen to argument. At a minimum, the panel shall request testimony from the grievant, the grievance officer, and the relevant administrative officer. There will be a hearing to accept testimony and take evidence presumptively limited to one business day unless there is good cause to extend it to more than one day. Parties may submit evidence for the Panel to consider prior to the hearing

In reaching its recommendation and in preparing its report, the Grievance Panel shall review only materials presented pursuant to and in accordance with this Article; (e.g., grievance procedures must be strictly adhered to).

The meetings, deliberations and voting of the Grievance Panel shall be confidential. Panel members who are absent from any scheduled meetings shall forfeit their votes.

The recommendation of the Grievance Panel shall be by a minimum simple majority of the total Panel membership only. The recommendation shall be given within twenty (20) University working days after the Grievance Panel begins its review.

The panel shall submit the recommendation to all parties. The recommendation shall not include the manner in which Panel members voted, only the recommendation and its rationale. The Provost shall advise the Panel, the Grievant, and the AAUP-LS of the Administration's decision to accept or reject the recommendation of the Panel within ten (10) University working days of the date of the Panel's recommendation. In cases where the panel reaches impasse, its chair shall notify the parties in writing. Upon filing this recommendation, the Grievance Panel shall be discharged of its duties.

If there is a question of whether or not a grievance is appropriately filed or meets the grievance definition, the Panel shall have the authority to deny the grievance.

The standard of review for the Panel is whether the Administration violated a specific term(s) of this Agreement.

The parties may agree to bypass the Grievance Panel step. Such agreement shall be mutual and reduced to writing.

LEVEL IV MEETING

In the event the grievance is not resolved at Level II or Level III, the AAUP-LS, at its sole option, may file the Level IV grievance with the Provost or designee no later than ten (10) University working days after the Level II response or, if the panel is utilized, ten (10) University working days after the conclusion of the Level III process. The Provost or designee shall hold a meeting with the grievant(s), the AAUP-LS representative, and the Administrator if the Administrator desires to be present, at a mutually agreeable time and location within twenty-one (21) University working days of the filing of the Level IV grievance. The Provost or designee shall respond in writing no later than twenty-one (21) University working days after the Level IV meeting. The parties at any time may informally resolve the issue in question.

LEVEL V -- ARBITRATION

Within ten (10) University working days following receipt of the Level IV written response, the AAUP-LS may proceed to arbitration by requesting, in writing, a panel of no fewer than fifteen (15) arbitrators from the American Arbitration Association. A copy of the request shall be sent to the Provost or designee at the time of the mailing of the request to the American Arbitration Association.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply regarding the selection of the arbitrator and during the arbitration hearing, except when the specific language of this Agreement is in conflict, in which case the specific language of this Agreement shall apply.

The arbitrator's award and/or decision shall be in writing and shall set forth findings, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall render a timely decision.

It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:

A. No matter other than a grievance alleging a violation of a specific provision as written and expressed in this Agreement can be reviewed by the arbitrator. If the grievance does not meet the aforementioned standard and involves a matter outside the expressed terms of this Agreement and is not specifically covered by a written provision of this Agreement, and the matter is submitted to the arbitrator, the arbitrator shall refrain from reviewing the merits of the grievance. In such cases, the arbitrator shall deny the grievance on the basis of the Administration's last answer in the grievance procedure as set forth in this Agreement.

B. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed in writing to give the

arbitrator specific authority to do so, or to make an award which has that effect. The award of the arbitrator so made shall be final and binding on the parties.

C. Pending the raising, processing and settlement of the grievance and the award of the arbitrator and during the term of this Agreement, the parties agree to abide by all of the provisions of Article 36 (No Strike/No Lockout) of this Agreement.

D. An arbitrator may not award tenure or promotion.

E. An arbitrator may not amend the bargaining unit.

F. The arbitrator shall not consider any issue not raised by the parties at Level II or during the hearing conducted by the Grievance Panel, or at Level IV consistent with the second to last paragraph of this Article.

G. Under no circumstances may an arbitrator substitute personal judgment for financial or academic determinations reserved to the University. In such cases, these decisions shall be returned to the parties for final review and determination. An arbitrator's award may or may not be retroactive as the equities of each case demand but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred.

H. The standard of review for the arbitrator is whether the Administration violated a specific term(s) of this Agreement.

Copies of the arbitrator's award shall be provided to the Administration, the AAUP-LS and the grievant.

Each party shall bear the expense of preparing and presenting its own case. The cost for the services of the arbitrator shall be borne equally by the parties.

Upon mutual agreement by the Administration and the AAUP-LS, the arbitration may proceed under the expedited rules of the American Arbitration Association.

GENERAL PROVISIONS

In cases where it is necessary for the grievant or a representative to have access to relevant information for the purpose of investigating a grievance, the grievant or a representative shall make a written request for such information to the Administration. Absent such request, the Administration shall have no obligation to provide data. Such request must be made to the Provost. The grievant or a representative may have access to information, exclusive of information lawfully defined as confidential, which would assist in adjusting the grievance. The Administration shall provide such information to the requesting party within a reasonable amount of time after the written request to the Provost. Failure to provide information properly requested under this provision in a timely manner will be reasonable grounds to request an extension of the time limits specified in this procedure and such request shall not be unreasonably denied.

Decisions of arbitrators and settlements reached by the Administration and the AAUP-LS in any step of the grievance procedure shall be final and binding on the AAUP-LS, the Administration and the grievant. However, a grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting in any context unless mutual agreement of the parties is received.

A grievant may withdraw a grievance at any time. The same grievance may be refiled at the same level only in cases where the grievant acts within the time limits specified in this Article; otherwise, the grievant shall not file any subsequent grievance on the same alleged incident. The time limits set forth in this procedure may be extended by mutual agreement, but in all such cases, the agreement must be in writing.

A grievant may present a grievance(s) and have such grievance(s) adjudicated without the intervention of the AAUP-LS, as long as adjudication is reached prior to Level II and provided such adjudication is not inconsistent with the terms of the written Agreement.

Under no circumstances may any amendments and/or modifications to the grievance be made after the Level IV filing date and then only to amend or modify the specific pending grievance based upon information revealed during the processing of that grievance and directly related to that grievance.

Pending final disposition of the grievance, the grievant shall comply with the lawful directions of the Administration.

ARTICLE 10

ACADEMIC FREEDOM

- 10.1 Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- 10.2 Faculty are entitled to freedom to teach and discuss their subject, both in and out of class, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
- 10.3 College and university faculty are citizens, members of a learned profession, and officers of an educational institution. When as a citizen, faculty speak or write or otherwise communicate in any medium including electronic media, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

ARTICLE 11

ACADEMIC RIGHTS AND RESPONSIBILITIES

- 11.1 Both parties endorse the AAUP 1940 Statement of Principles on Academic Freedom and Tenure. However, when there is a conflict between the contract and the AAUP 1940 Statement of Principles on Academic Freedom and Tenure, the contract language shall prevail.
- 11.2 PROFESSIONAL ETHICS. Membership in the academic community imposes on faculty, administrators, trustees, and students an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus.
 - A. The primary responsibility of the faculty is to their subject and to seeking and stating the truth. To this end, faculty shall devote their energies to developing and improving their scholarly competence. They shall accept the obligations to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice intellectual honesty and never allow subsidiary interests they may follow to hamper or compromise their freedom of inquiry.

- B. As teachers, faculty shall encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Faculty shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Faculty shall make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They shall respect the confidential nature of the relationship between teacher and student. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from them and protect their academic freedom. They shall endeavor to protect the student's freedom to learn, especially when that freedom is threatened by repressive or disruptive action.
 - C. Sexual and/or romantic relations between students and faculty members with whom they also have an academic or evaluative relationship constitute an unacceptable power dynamic that are fraught with the potential for exploitation and are prohibited, except relationships that pre-exist the start of the academic and/or evaluative relationship that are properly disclosed, as provided below. The respect and trust accorded a professor by the student, as well as the power exercised by the professor in an academic and/or evaluative role, make voluntary consent by the student suspect. In their relationships with students, members of the faculty are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias. If there is a pre-existing romantic and/or sexual relationship between a faculty member and a student and the potential for an academic and/or evaluative relationship is reasonably apparent to the faculty member, then the faculty member shall immediately disclose it to their direct supervisor. For the protection of individual and university interests, this supervisor shall work with the faculty member and appropriate University administrators to develop and implement a management plan to ensure unbiased evaluation and/or supervision of the student.
 - D. As colleagues, faculty have obligations that derive from common membership in the community of scholars. Faculty shall not discriminate against nor harass colleagues. They shall respect and defend the free inquiry of associates and show respect for their opinions. Faculty shall accept their share of responsibility for governance of their institution and service to the community.
 - E. As members of an academic institution, faculty shall seek above all to be effective teachers and scholars, and perform their responsibilities according to established procedures and regulations of the institution.
- 11.3 ACADEMIC RESPONSIBILITIES. A full-time faculty member is expected to perform teaching and appropriate academic programmatic advising duties in accord with established requirements of the University and of the College of Law; to pursue professional development through research, scholarly publications, interest in professional groups and societies; to counsel students; to assist at registration and commencement exercises; to maintain regular office hours; to serve on University, college and department committees; and to perform other institutional tasks characteristic of the academic profession. All full-time faculty members shall be available for service at the university throughout the academic year.
- 11.4 [omitted]
- 11.5 COMPUTER PRIVACY. The University and the AAUP-LS recognize the University's right and obligation to provide the CSU community with high quality computer and network resources, to protect the security and integrity of the computer facilities owned and operated by the University, and at the same time to treat faculty electronic mail ("email") and faculty computer files as

private to the fullest extent permitted by law. The University and the AAUP-LS agree that the rights of academic freedom and freedom of expression apply to the use of the University's computer and network resources, as do the responsibilities associated with those rights.

- A. Achieving security and privacy means that it is University policy that, except under extraordinary circumstances described below, access by University personnel to faculty email requires the permission of either the sender or the recipient of the message. Similarly, access by University personnel to the content of a computer file in a faculty computer account or otherwise located on University computer hardware assigned to a faculty member ordinarily requires the permission of the faculty member to whom the account or hardware has been assigned. Except in cases of emergency as noted in part (6) below, university access to faculty email, computer files or electronically stored information without the permission of the individual faculty member requires the approval of University Legal Counsel and notice to the Provost and pertinent Dean in addition to the extraordinary circumstances as set forth in items (1) through (8) below.

A faculty member whose email or computer file is accessed without his or her permission will be notified unless notification is prohibited by law or by the express terms of the order requiring access or if such notice may compromise or make ineffective an investigation initiated pursuant to part (8) below as determined by University Legal Counsel. Information discovered accidentally under part (5) below will not be disclosed unless it indicates that criminal or other improper conduct is occurring.

The University, through the relevant system administrators, will log all instances of entry into faculty files without the consent of the individual faculty member. System administrators will also log any emergency entry within their control for subsequent review by the Provost, Dean, or other university authority.

The only extraordinary circumstances in which University personnel may read or otherwise access faculty email or faculty computer files without the permission of an individual faculty member are as follows:

- (1) when ordered to do so by a court;
- (2) when ordered to do so pursuant to a subpoena or other legally enforceable order;
- (3) when the email or computer file is a "public record" as defined in ORC 149.43 and a proper request is made;
- (4) when required to comply with the law;
- (5) when in the normal operation and maintenance of the University's computer facilities, staff of the Information Services and Technology department (or their staff analogues in other units of the University) inadvertently or inevitably open or otherwise briefly access an electronic mail message or computer file;
- (6) when emergency entry is necessary to preserve the integrity of the University's computer and network facilities or to preserve public health and safety;
- (7) when the University has reasonable cause to believe that a "litigation hold" is necessary based upon knowledge by University Legal Counsel of the presentment of a claim or of a potential cause of action impacting the University. In such an instance, University Legal Counsel will so advise the affected faculty member. Following receipt of such notice, it is the faculty member's legal responsibility to

maintain copies of all email, computer files and other relevant electronically stored information until such time as the litigation hold is released, the litigation is completed or the retention time requirements under the university's records retention policy are met, whichever comes last; or

- (8) when the University has reasonable cause to believe that a faculty member may be violating the law.

B. A faculty member shall comply with a request from University Legal Counsel to preserve and, when necessary, produce e-mails, computer files and other electronically stored information pursuant to a litigation hold. When University Legal Counsel has reasonable cause to believe that there has been an incomplete preservation or production by the faculty member of the requested material, the following procedure will be followed:

- (1) The contents of the faculty member's office computer will be copied onto a new hard drive in the presence of the faculty member or Dean's designee, thereby creating an image of the original hard drive. Password protection shall be placed on the original hard drive, with the password known only to the designated password trustee, who shall be present at that time. The original hard drive then will be removed from the office computer and replaced with the image copy hard drive.
- (2) The original hard drive will be placed in the custody of and securely stored by University Legal Counsel.
- (3) The University and AAUP-LS shall mutually agree to the designation of a neutral third party who shall serve as the password trustee. The password trustee shall release the password to University Legal Counsel upon receipt of a written request specifying the extraordinary circumstance, described above, upon which the request is based and the provision of advance written notice to the AAUP-LS as described in part 6 below.
- (4) The University and the AAUP-LS agree that the contents of the original hard drive will be accessed only in the event of the issuance of a subpoena or other legally enforceable order (including an appropriate discovery request) or as may be required by University Legal Counsel in the evaluation of a claim or potential cause of action impacting the University.
- (5) The original hard drive will be reformatted in the presence of the faculty member or Dean's designee following the release of the litigation hold, completion of the litigation, or satisfaction of the retention time requirements under the university's records retention policy, whichever comes last.
- (6) Advance written notice shall be sent to the AAUP-LS President, AAUP-LS Grievance Officer and AAUP Office of a request by University Legal Counsel to access the hard drive, said request to be received at least two working days prior to the proposed access.

Agreement for Designation of Password Trustee. The parties agree to the designation of Arbitrator Rob Stein as password trustee and hereby authorize him to execute the duties regarding release of the hard drive password described in Article 11.5 of the AAUP-LS collective bargaining agreement.

11.6 OFFICE HOURS. Each faculty member shall maintain regular office hours, on a schedule approved by the dean's designee, when they are available to students in their classes and their academic advisees without previous appointment. These office hours shall occur at optimum times for students and advisees; they shall be posted and listed on the syllabus. Faculty shall also make themselves available by appointment to accommodate students who cannot see them during regularly scheduled office hours.

ARTICLE 12

FACULTY APPOINTMENT, PROMOTION, AND TENURE

12.1. APPOINTMENT

Appointments to the College of Law full-time faculty are of five kinds: tenure-track, tenured, clinical, legal writing, and visiting. All appointments to the full-time tenured and tenure-track faculty shall be made in compliance with the procedures set forth in this Agreement unless the parties expressly agree otherwise. The nature of the initial appointment of the faculty member, and any special conditions thereof, shall be specified at the time the appointment is made. Final approval for all decisions on appointment rests with the Board of Trustees.

12.2 VISITING APPOINTMENTS

Visiting appointments may be made as a Visiting Professor with rank dependent on qualifications. Such appointments shall be made for one (1) year, with the possibility to be renewed twice for one (1) additional year each, for a total of three (3) years. Should the Administration convert the visiting position to a permanent line (tenured or tenured track, legal writing, or clinical), the visiting appointment may be renewed for an additional year, for a total of four (4) years. A person who served as a Visiting Faculty member in a position that was converted to a permanent position may apply for the permanent position. Visiting faculty who complete their appointment term are eligible for subsequent visiting appointments, as long as the appointments are not consecutive. Exceptions may be made in cases where a new Visiting position is qualitatively different from the prior appointment. Neither the initial appointment, nor any renewal thereof, leads to or grants tenure or promotion.

The appointment and rank of visiting Professor appointment shall be recommended by the Faculty Appointments Committee and approved by the Dean.

A Visiting Professor's workload assignment will be determined by the workload guidelines of the college, pursuant to Article 14 of this Agreement.

12.3. TENURE TRACK PROBATIONARY APPOINTMENTS

A person appointed without tenure to a full-time faculty position is subject to termination on the terms set forth herein. Faculty members with probationary appointments shall serve a probationary period not to exceed six (6) years. Faculty members with probationary appointments are eligible for tenured appointments in accordance with the terms and procedures set forth herein.

12.4. TENURED APPOINTMENTS

Tenure is the status established by formal action by the Board of Trustees granting the prerogative of a faculty member to employment on a continuing basis by the University subject to dismissal only for specific causes specified in this Agreement and after due process also so specified.

12.5. PROCEDURES FOR APPOINTMENT TO THE TENURED AND TENURE-TRACK FACULTY

- A. A Faculty Appointments Committee (hereinafter Appointments Committee) shall be formed as follows: the Dean and the Bargaining unit faculty in the College of Law shall determine the number of those who will serve on the Appointments Committee, define its mode of operation, and select its members. The members shall select the Chair of the Appointments Committee. Membership on the Appointments Committee shall be open to all faculty in the bargaining unit. The Appointments Committee, with the cooperation of the Dean, will compose the job description pertinent to filling the position, and have it reviewed by the Office for Institutional Equity. All dossiers received subsequent to the public announcement of the position and before any announced closing date shall be reviewed by both the Appointments Committee and the Dean. The Appointments Committee and the Dean shall agree on a process for interviewing candidates and shall reach agreement on which candidates to interview.
- B. After interviews are completed, the Dean will convene a faculty meeting at which time the faculty shall discuss the qualifications of each candidate and then tenured and tenure-track faculty vote on the acceptability of each candidate. The recommendations (acceptable or unacceptable) and the individual votes on each of the candidates and their probationary/tenure status shall be forwarded to the Dean.
- C. The Dean shall forward his or her recommendation to the Provost, along with the recommendations of the college faculty. The Dean shall not recommend a candidate voted unacceptable by the college faculty. In the event that an offer cannot be extended because the pool of acceptable candidates has been exhausted, the Dean will initiate a conversation with the Office for Institutional Equity about how to proceed.
- D. The Provost shall forward his/her recommendation to the President along with the recommendations of the college faculty and the Dean.
- E. The President shall recommend to the Board of Trustees the candidate selected for appointment.
- F. Joint appointments to the College of Law and another College shall be made in accordance with the procedures for appointment to each College.
- G. All procedures for appointment are subject to affirmative action guidelines.
- H. Individuals who are recruited to Cleveland State University for appointment as administrators, who also desire a tenured appointment in the College of Law shall submit credentials to the College of Law. The College of Law may request an interview with the individual. The College of Law faculty shall vote by secret ballot as to whether the individual is acceptable for appointment to the College of Law. If the College of Law faculty vote the individual acceptable for appointment to the College, then the College of Law tenured faculty PAC shall make a recommendation as to tenure and the College of Law tenured full Professor PAC shall make a recommendation as to full professor rank as set forth in Section 12.11 (Standards for Granting Promotion and Tenure). The recommendations shall then be forwarded to the Dean.

12.6. CONDITIONS OF APPOINTMENT

Except for visiting, clinical, and legal writing appointments, a full-time appointment to the faculty shall be either with tenure or subject to a probationary period as set forth below. Contracts accompanying appointments shall stipulate the following conditions: rank, tenure status, salary, and, if the appointment is without tenure, the length of the probationary period specifying the latest date by which a tenure decision shall be made. Absence of a statement with respect to tenure status shall not be construed as the granting of tenure. Subject to the limitations hereinafter set forth, a contract may specify that successive contracts shall be offered to the faculty member.

- A. Assistant Professor. An Assistant Professor shall be offered a contract for one academic year subject to termination procedures specified in this Agreement and to the procedures for tenure review set forth below. An Assistant Professor may be offered subsequent annual contracts as specified below. The cumulative years of appointment in the rank of Assistant Professor shall not exceed seven, except as specified in the tenure section below.
- B. Associate Professor and Professor. An appointment to the rank of Associate Professor or Professor may be with tenure or may be subject to a probationary period.
 - (1) If the appointment is with tenure, an Associate Professor or Professor shall be offered a contract for one academic year and must be offered subsequent one-year contracts subject to dismissal only as specified in Article 8 of this Agreement.
 - (2) If the appointment is without tenure, the Associate Professor or Professor without prior full-time college teaching experience shall be offered a contract for one academic year and may be offered not more than four subsequent one-year contracts unless tenure is granted, subject to termination procedures as specified in this Agreement. A contract for a fifth year without tenure shall be accompanied by notice of termination.
 - (3) If the appointment is without tenure, the Associate Professor or Professor with one or more years of prior full-time college teaching experience shall be offered a contract for one academic year and may be offered not more than three subsequent one-year contracts unless tenure is granted, subject to termination procedures as specified in this Agreement. A contract for a fourth year without tenure shall be accompanied by notice of termination.

12.7. QUALIFICATIONS FOR ACADEMIC RANK FOR TENURED AND TENURE-TRACK FACULTY

- A. Faculty ranks are Assistant Professor, Associate Professor and Professor.
- B. Possession of an earned Juris Doctor (J.D.) or doctorate in the discipline or a cognate field of study is required for all appointments.
- C. Minimum standards for appointment at each faculty rank, in addition to the criterion of an earned Juris Doctor specified above:
 - (1) Assistant Professor. Appointment or promotion to the rank of assistant professor shall be based on evidence indicating promise of teaching performance of a high order of effectiveness and professional growth and achievement, including the ability to conduct valuable legal research.

- (2) Associate Professor. Appointment or promotion to the rank of associate professor is based on evidence that the candidate is a fully competent teacher. In addition, the candidate shall demonstrate:
 - (a) significant law-related scholarship; and
 - (b) meaningful participation in faculty governance and public and professional service obligations.

The evaluation shall be made in accordance with the standards set forth in Section 12.11 of this Agreement.

- (3) Professor. Appointment or promotion to the rank of professor is based on evidence of sustained excellence in teaching. In addition, the candidate shall:
 - (a) have an outstanding record as a scholar, and
 - (b) a reputation in the discipline beyond the local community, and
 - (c) meaningful participation in faculty governance and public and professional service obligations.

In rare instances, promotion to the rank of professor may be based in significant part upon sustained and generally acclaimed leadership in the realization of the mission of the College and/or University.

The evaluation shall be made in accordance with the standards set forth in Section 12.11 of this Agreement.

- (4) Outstanding intellectual leadership for the purposes of these rules means the attainment of a position of prominence in law-related fields that is demonstrated by activities (other than simply holding positions in committees and organizations) evidencing that the candidate has played a major role in developing a policy or program in the field which can be documented by papers, reports or other tangible evidence. Sustained outstanding intellectual leadership for the purposes of these rules means that a candidate shall have attained a significantly higher level of prominence in the field than that required for promotion to the rank of Associate Professor and shall have maintained such a position of prominence for a significantly longer period of time.
- (5) Exceptional achievement as a teacher for the purposes of these rules refers to outstanding performance as a teacher in the classroom, significant accomplishments in the development of courses and teaching methods, and significant contributions through the preparation of teaching materials. Evidence of good teaching may include longitudinal peer evaluations, student evaluations, teaching portfolios, papers, reports, and other materials submitted for this purpose.
- (6) In addition, commitment to acceptable professional ethics and academic responsibility shall be a relevant consideration in appointments and promotion. The University will be guided by the AAUP Statement on Professional Ethics in this regard.

12.8. TENURE

A. Time Limits

- (1) Evaluation for tenure of faculty members whose original appointment was as Assistant Professor must take place no later than the sixth year of the probationary

period. If the Board grants tenure, it shall become effective with the beginning of the next academic year. If tenure is not granted by the end of the probationary period, the appointment for the next academic year will be a terminal appointment. Faculty members on such a terminal appointment may not be candidates for promotion/tenure unless a review is mandated as part of the resolution of a grievance.

- (2) Unless granted at the time of the original appointment in the rank of associate professor or professor, tenure may be granted during a probationary period which shall not exceed three years or, for a person without previous full-time college teaching experience, four years. Faculty members whose original appointment was as assistant professor shall have a probationary period not exceeding six years.
- (3) In computing years of service in fulfillment of this six-year maximum probationary period, credit shall be given for a maximum of two (2) years of prior service if the service includes all of the following characteristics: (1) full-time; (2) tenure-track; (3) in a position requiring legal research; and (4) service performed post-terminal degree. The absence of any one of these characteristics would not qualify the prior service for credit.
- (4) A faculty member whose original appointment was as Assistant Professor may request an extension of the probationary period for the following reasons:
 - (a) Extended illness or disability of the faculty member;
 - (b) Providing primary care for an immediate family member (i.e., spouse or domestic partner, a child, or parent) who is ill or disabled; or
 - (c) Providing primary care for a child under 18 months of age (the child must be living with the faculty member who provides the primary care).
 - (d) Providing primary care for an adopted child (the child must be living with the faculty member who provides the primary care) within 18 months of adoption.

Extensions may be requested whether or not the faculty member qualifies for or takes a leave of absence.

Timing

Requests for extension of the probationary period may be submitted at any point in the first five years of the probationary period, but no later than March 1 of the fifth year. Extensions must be requested during the period of care, illness, or disability, and not retroactively.

Procedure

A faculty member must timely submit the request to the Provost, including the proposed new tenure date, along with a current CV and evidence to substantiate the qualifying reason for the extension.

- (a) If the request is for the faculty member's own health condition or disability, any medical information shall be submitted to the Human Resources Department in accordance with the ADA Reasonable Accommodation Guidelines.

- (b) If the request for extension is to provide primary care for a child, a copy of the birth certificate must be provided (unless it has been submitted to Human Resources for benefits purposes), along with a certification by the faculty member of primary care provider status.
- (c) If the request for extension is to care for an ill or disabled family member, the request must include documentation from a health care provider that such care is required and a certification by the faculty member that the faculty member is providing the primary care.

Decision making

- (1) Decisions regarding the granting of an extension are based on:
 - (a) Verification of the condition(s) leading to the request; and
 - (b) Verification that the faculty member demonstrated significant progress toward achieving the standards for tenure prior to the condition(s) leading to the request.
- (2) The Provost may consult with the relevant department chair/head and/or dean about the request.
- (3) If the faculty member seeks the extension based upon the faculty member's own health condition, the request may be considered as a request for reasonable accommodation under the Americans with Disabilities Act and considered by the Provost in accordance with applicable guidelines and forms designated by the Department of Human Resources and in consultation with the Employee ADA Coordinator.
- (4) The Provost's decision is final and shall not be subject to the grievance procedure contained in this Agreement.

Length of Extension

- (i) Initial extensions may be granted for one year.
 - (ii) Total duration of allowable extensions of the probationary period is two years, with the second year being either an approved continuation of the original extension or a new extension for another reason. The faculty member must initiate a request for a second extension.
- (5) If tenure is not granted at the end of the probationary period, notice of termination shall be given, according to the procedures below.

B. Tenure and Rank

Tenure may be granted only to faculty members of the rank of Associate Professor or Professor. Promotion to the rank of Associate Professor or Professor must be accompanied by the granting of tenure. The awarding of tenure to a faculty member already holding the rank of Associate Professor or Professor is based on evidence that the candidate continues to meet the standards outlined above.

12.9. PROCEDURES FOR MENTORING AND EVALUATION OF FACULTY IN THE YEARS PRECEDING APPLICATION FOR PERSONNEL ACTION

In 2013-2014, the faculty of the College of Law developed college-specific criteria for promotion and tenure as well as mentoring and evaluation of faculty in years preceding tenure. These criteria were endorsed by the Provost and the faculty. They are contained in the "Procedures for Mentoring and Evaluation of Faculty in the Years Preceding Application for Personnel Action," available on the College of Law website. This Agreement accepts these criteria and any subsequent properly authorized modifications.

12.10. PROCEDURES FOR PROMOTION AND TENURE

A. Composition of Peer Review Committee (aka Cleveland-Marshall's Personnel Action Committee)

The College of Law's Peer Review Committee ("LPRC") (aka Cleveland-Marshall's Personnel Action Committee) shall conduct the peer review of a candidate's credentials. The committee shall normally be composed of all eligible faculty members, subject to the limitations in Article 12.13.C. In cases involving promotion to the rank of full professor or the granting of tenure to a full professor, membership in the LPRC shall be restricted to all full professors with tenure. In all other cases, membership in the LPRC shall consist of all faculty with tenure. The Committee shall select its own Chair.

B. Submission of the Dossier

Faculty wishing to be considered for promotion and/or tenure shall notify the Chair of the LPRC and the Dean by the first Monday in April of the previous academic year and submit a completed final dossier by the following October 15.

Associate Professors seeking promotion to Full Professor may apply only twice within any given four-year period. The four-year period will be measured backward from the date of the submission of the preliminary dossier in the spring.

Faculty in the fifth year of a probationary appointment shall be notified by the Dean that they must submit a dossier in their sixth year. Failure to submit a dossier may result in the issuance of a terminal contract.

C. Functions of Peer Review Committee (LPRC) and Dean

(1) The LPRC shall consider all dossiers submitted by candidates for promotion and/or tenure, and the LPRC or its designee shall be responsible for securing external reviews of the candidate's scholarship in a timely manner. The LPRC may also consider additional materials it deems relevant to the evaluation. All materials considered at each stage of the promotion and tenure process shall be forwarded for consideration to the next stage in the process.

(2) The LPRC shall meet by October 31 to review all dossiers for promotion and/or tenure. A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire Committee membership. Committee members who have recused themselves from a particular candidate's evaluation shall not participate in the discussions of that candidate's qualifications nor shall they be counted as committee members in any voting regarding that candidate. Should a candidate receive less than a majority recommendation the

Committee shall be considered not to have made an affirmative recommendation. A minority statement may also be submitted together with an indication of the number of committee members supporting the statement. A copy of both the majority and the minority statement shall also be supplied to the candidate.

Following review of the dossiers and all supporting materials, the LPRC Chair will make their recommendations to the Dean by November 11. Each candidate shall receive at this time a copy of their LPRC recommendation.

- (3) The Dean will submit to the Provost their recommendation on each candidate no later than November 25. The recommendation shall be accompanied by the candidate's dossier and the recommendations of the LPRC. Copies of the Dean's recommendation shall be sent to the LPRC and the candidate.

D. The University Personnel Committee and the Provost

- (1) The University Personnel Committee (“UPC”) shall consist of the seven members of the University Peer Review Committee (UPRC)^[1] and an eighth member who is a tenured member of the College of Law bargaining unit holding the rank of Professor and elected by the tenured and tenure-track Law College faculty. The UPC shall select its own Chair. The term of service for all members shall be two years.
- (2) It is the function of the UPC to study dossiers and make written recommendations to the Provost in the following cases:
 - (a) where conflicting recommendations have been made by the LPRC and the Dean;
 - (b) where the candidate requests a review by the UPC after receiving negative recommendations from the LPRC and the Dean;
 - (c) where the Provost is considering not supporting a candidate who has received positive recommendations from the LPRC and the Dean; and
 - (d) any or all other cases that the Provost sends to the UPC for consideration and recommendation.
- (3) In no case does the UPC have the authority to hold hearings concerning dossiers. In all cases, the UPC shall solicit written comments and supplementary materials from the candidate, the LPRC, and the Dean.
- (4) The UPC shall forward its recommendations on all candidates for promotion and/or tenure, with supporting reasons, to both the candidate and the Provost, with copies to the Dean and the LPRC by February 1.
- (5) If the Provost is inclined to not support a candidate having uniformly favorable recommendations under Article 12.10.D.2.c, the Provost must discuss the case with the UPC before the UPC considers the case, indicating their reasons for being inclined not to support the candidate.

- (6) In no instance shall the Provost recommend for promotion/tenure a candidate who has not been supported by at least one of the faculty committees that have considered the case.
- E. The Provost shall consider all documents and recommendations, giving particular attention to the UPC's recommendations, and forward their recommendations to the President, with copies to the candidate, the UPC (where applicable), the Dean, and the LPRC by February 28.
- F. **Official Notification**
On or before April 15, each candidate shall be notified by the appropriate administrative officials of the decision with respect to promotion and/or tenure.
- G. **Grievance**
According to procedures established in Article 9 of this Agreement, the denial of promotion and/or tenure may be submitted directly to grievance and arbitration on the basis that such denial was demonstrably discriminatory, or arbitrary and capricious or in violation of procedures established in this Agreement. An arbitrator may not award promotion and/or tenure to a probationary faculty member, but may remand the case back for reconsideration according to established procedures upon finding that the denial was in fact demonstrably discriminatory, or arbitrary and capricious or in violation of procedures established in this Agreement. When this occurs, the candidate shall be considered only on the basis of accomplishments completed and/or in progress during his/her probationary period. If successive reconsideration is awarded, the Arbitrator may award another one (1) year terminal contract so that the faculty member will remain employed as a faculty member for the year in which the reconsideration occurs. Any additional years shall not under any circumstances be construed to confer tenure.
- H. **Withdrawal**
If a candidate receives an unfavorable recommendation at any stage, the candidate may withdraw from consideration unless it is the sixth year of a probationary appointment.
- I. **Special Provisions on Joint Appointments**
In cases of joint appointments in Law and another College, the candidate's dossier shall be submitted to the College with primary responsibility for the appointment. That unit shall consult with the other college before making its recommendations concerning promotion and/or tenure.

^[1] A University-wide PRC is established by Article 12.13(D) of the Collective Bargaining Agreement of the CSU-AAUP and consists of seven tenured members of the CSU-AAUP bargaining unit holding the rank of professor.

12.11. STANDARDS FOR GRANTING PROMOTION AND TENURE

Within 60 days of ratification of this Agreement, a collaborative committee composed of an equal number of faculty appointed by the CSU-AAUP and the AAUP-LS (jointly) and academic administrators appointed by the Administration shall begin a review of the University-wide standards and procedures for reappointment, promotion and tenure. The committee make recommend revisions/additions to the current standards and procedures, including but not limited to the impact of the COVID-19 pandemic.

In 2013-2014, the faculty of the College of Law developed college-specific criteria for promotion and tenure. These criteria were endorsed by the Provost and the faculty. They are contained in the "Procedures and Criteria for Promotion and Tenure in the Cleveland-Marshall College of Law" and the "Criteria and Procedures for the Appointment of Tenured Faculty." This Agreement accepts these criteria and any subsequent properly authorized modifications, to be referenced in the application of the general standards stated below.

The following shall be considered in evaluating faculty for promotion and tenure:

- A. Teaching. The highest standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student interest, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.
- B. Creative Achievement.¹ The standard of scholarship requires a working commitment to inquiry and research and to creative achievement. The University obligation for the generation of new knowledge and practices imposes a responsibility for creativity, whether in inquiry and investigation, writing, design and production, or in the performing and fine arts. In the best of scholars and the best of teachers, creative inquiry is joined with effective classroom teaching. Candidates for promotion/tenure who submit coauthored material for review shall also provide an explanation of their contribution to such materials.
- C. Professional Service. A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher and creative scholar, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the government of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

12.12. NONCONTINUATION OF A PROBATIONARY APPOINTMENT

- A. A faculty member who is subject to a probationary period will receive successive annual contracts for each year of such probationary period unless: (1) the original contract states the contrary, or (2) the University has made the decision to terminate the appointment pursuant to the following procedures and has given timely notification according to the provisions of this rule.
- B. A faculty member with a probationary appointment in the first year of service at the University may be terminated by written notice given to the faculty member on or before March 1 of the first year. The termination shall be effective as of the end of the contract year.

¹ Significant creative work may include appropriate peer-acclaimed artistic achievement and/or products developed from one's research that have significant commercial value for the university or members of the community.

- C. A faculty member with a probationary appointment in the second or third years of service at the University may be terminated by written notice given to the faculty member on or before December 15 of the second or third year. The termination shall be effective as of the end of the contract year.
- D. A faculty member with a probationary appointment in the fourth, fifth, or sixth year of service at the University may be terminated by written notice given to the faculty member on or before June 1 of the previous academic year. The termination shall be effective as of the end of the contract period in June of the subsequent year.
- E. Recommendations for the non-reappointment of a faculty member's services may originate with a Peer Review Committee or the Dean. The written recommendation of non-reappointment should occur at least eight weeks before the notification dates set forth above for a faculty member in the first, second or third year of service. For a faculty member in the fourth, fifth or sixth year of service, the written recommendation of non-reappointment shall occur by February 15. A faculty member whose non-reappointment is recommended shall be given an opportunity to submit materials in his or her behalf before any further recommendations are made by the various parties as specified in Article 12. Regular academic year contracts shall be considered to expire on the third day after the spring commencement ceremony.
- F. Whatever the origin of the recommendation for non-reappointment, the Peer Review Committee and the Dean shall consider the faculty member's qualifications, along with any additional materials submitted in his/her behalf, or instructional need, and make a recommendation to the Provost. If the recommendations are in conflict, the Provost shall refer the matter to the University Personnel Committee (UPC) for its recommendation. The Provost shall consider all the recommendations and forward them, together with his or her own recommendation, to the President.
- G. Notice of termination shall be effective if delivered to the faculty member's office on campus and signed for by the date specified, or if mailed by certified mail, return receipt requested, two days prior to the date specified to the faculty member's residence as last reported to the appropriate CSU office.
- H. Probationary faculty who receive a notice of termination shall not be eligible to apply for promotion/tenure in their terminal year of employment unless a review is mandated as part of the resolution of a grievance.
- I. Grievance. According to procedures established in Article 9 of this Agreement, the non-reappointment may be submitted directly to grievance and arbitration on the basis that such non-reappointment was demonstrably discriminatory or arbitrary and capricious or in violation of procedures established in this Agreement. An arbitrator may not award promotion and/or tenure to a probationary faculty member, but may remand the case back for reconsideration according to established procedures upon finding that the non-reappointment was in fact demonstrably discriminatory or arbitrary and capricious or in violation of procedures established in this Agreement.

12.13. CONFLICT OF INTEREST

- A. No person shall initiate or participate in any decision involving a direct benefit (e.g., initial appointment, continuance of non-tenured appointment, tenure, salary increment, leave of absence) to a member of his or her "immediate family" (here defined as spouse, parent, child, sibling, grandparent or grandchild). Where such a relationship exists, the Provost shall approve a procedure that shall eliminate such related person from any role in direct benefit decisions affecting the other related person. The President shall replace the Provost in the function described above if the Provost is so affected.
- B. No faculty member seeking, or having been nominated for, tenure and/or promotion shall participate in any deliberations or decisions made by the same PRC during the academic year in question. Agreement to serve on a PRC shall be construed as agreement not to receive direct benefits from decisions made by the committee.
- C. No faculty member shall participate in the discussion and/or vote in a given personnel action both at the UPC level and the LPRC level. The faculty member shall choose at which level to participate.
- D. If an Administrator who holds an administrative position outside the bargaining unit is a candidate for promotion in faculty rank, he/she shall recuse him/herself from participating in the decision on other candidates for the same rank. However, if a candidate requests an Administrator to submit material to be included in his/her dossier before the dossier is submitted to the PRC, the Administrator may comply with the request.

12.14. MISCELLANEOUS

- A. The current contract constitutes an Agreement in regard to conditions that will follow ratification of the contract. The Board of Trustees recognizes and affirms the continuance of the existing assignments of tenure and rank that were already in effect prior to the date on which this contract shall go into effect.
- B. The specific terms or special conditions of any individual letter of initial appointment of a faculty member of the bargaining unit shall not contradict any criteria for promotion and tenure set forth in this Article or in any college bylaws.

The language of Article 12.14(B), above, shall be included in the text of any letter of appointment.

- C. When a tenured faculty member leaves the Law College bargaining unit for another majority-time position in the University, that individual, as long as the individual remains in continuous full-time employment at the University, shall retain his or her tenure and the right to return to a tenured position within the bargaining unit.
- D. Grievances alleging procedural violations with regard to promotion/tenure and non-continuation of a probationary appointment may be filed only one time—at the point when promotion/tenure is formally denied to a member of the bargaining unit or at the point when a formal letter of non-reappointment is delivered to a member of the bargaining unit.

ARTICLE 13

FACULTY APPOINTMENT, PROMOTION, AND RENEWALS:

CLINICAL AND LEGAL WRITING FACULTY

13.1 APPOINTMENT

- A. All appointments to the full-time clinical and legal writing faculty shall be made in compliance with the procedures set forth in this Agreement unless the parties expressly agree otherwise. The nature of the initial appointment of the faculty member, and any special conditions thereof, shall be specified at the time the appointment is made.

13.2 PURPOSE; PRIVILEGES AND RESPONSIBILITIES

A. Purpose

The policies and procedures in this Article govern initial appointments, renewals, and promotions for Clinical and Legal Writing faculty at the College of Law. They do not apply to persons teaching or otherwise participating in any of the clinical or legal writing programs who hold tenured or tenure-track appointments.

B. Privileges and Responsibilities

A clinical professor's primary obligation shall be to supervise students in one or more of the College of Law's clinical courses. In consultation with and upon obtaining approval from the Dean and/or his/her designee, Clinical professors may teach other courses or undertake other administrative duties at the College of Law. A legal writing professor's primary obligations shall be to teach in the College of Law's legal writing and research curriculum, which shall include, but is not limited to, first-year and upper-level legal writing and research courses. In consultation with and upon obtaining approval from the Dean and/or his/her designee, legal writing professors may teach other courses or undertake other administrative duties at the College of Law.

C. Emeritus Status.

Clinical professors and legal writing professors shall be eligible for emeritus status under rule 3344-16-08 of the University Faculty Personnel Policies with the rank of clinical professor emeritus or emerita or legal writing professor emeritus or emerita.

13.3 PROBATIONARY APPOINTMENTS FOR LEGAL WRITING AND CLINICAL FACULTY ON FIVE-YEAR APPOINTMENT TRACK

A person appointed to a full-time clinical or legal writing faculty position without tenure or five-year appointment status is subject to termination on the terms set forth herein. Faculty members with probationary appointments shall serve a probationary period not to exceed six (6) years. Faculty members with probationary appointments are eligible for five-year appointments in accordance with the terms and procedures set forth herein.

13.4 FIVE-YEAR APPOINTMENTS FOR LEGAL WRITING AND CLINICAL FACULTY

The employment of faculty who qualify for a five-year appointment is “presumptively renewable” each year of the five- year period. Faculty with a five-year appointment are subject to dismissal only as set forth below:

- A. “Just cause” as defined by the standards delineated in Section B of Article 8, Sanction and Dismissal. The procedures for dismissal set forth in Section D of Article 5 do not apply to non-renewals for just cause made pursuant to Section 13.8.B. below.
- B. “Material modification” is described in Article 15 of this Agreement.

13.5 PROCEDURES FOR APPOINTMENT TO THE CLINICAL OR LEGAL WRITING FACULTY

- A. A Search Committee shall be formed as follows: the Dean and the bargaining unit faculty in the College of Law shall determine the number of those who will serve on the Search Committee, define its mode of operation, and select its members. The members shall select the Chair of the Search Committee. Membership on the Search Committee shall be open to all full-time College of Law faculty. The Search Committee shall include bargaining unit Clinical faculty when Clinical faculty positions are to be filled. The Search Committee shall include bargaining unit Legal Writing faculty when Legal Writing faculty positions are to be filled. The Search Committee, with the cooperation of the Dean, will compose the job description pertinent to filling the position, and have it reviewed by the Office for Institutional Equity. All dossiers received subsequent to the public announcement of the position and before any announced closing date shall be reviewed by both the Search Committee and the Dean. The Search Committee shall recommend candidates for interview to the Dean.
- B. After interviews are completed, the Dean will convene a faculty meeting, at which time the faculty shall discuss the qualifications of each candidate and then vote on the acceptability of each candidate. The recommendations (acceptable or unacceptable) and the individual votes on each of the candidates and their appointment (probationary or five-year) status shall be forwarded to the Dean.
- C. The Dean shall forward his or her recommendation to the Provost, along with the recommendations of the college faculty. The Dean shall not recommend a candidate voted unacceptable by the college faculty. In the event that an offer cannot be extended because the pool of acceptable candidates has been exhausted, the Dean will initiate a conversation with the Office for Institutional Equity about how to proceed.
- D. The Provost shall determine whether to make the appointment.
- E. Joint appointments to the College of Law and another College shall be made in accordance with the procedures for appointment to each College.
- F. All procedures for appointment are subject to affirmative action guidelines.

13.6 CONDITIONS OF APPOINTMENT

Except for visiting appointments defined in Section 12.2 of Article 12, Appointment, Promotion, and Tenure, a full-time appointment to the clinical or legal writing faculty shall be subject to a probationary period or with a presumptively renewable five-year appointment as set forth below. Contracts accompanying appointments shall stipulate the following conditions: rank, appointment status (probationary or five-year), salary, and, if the appointment is without five-year appointment status, the length of the probationary period specifying the latest date by which a five-year appointment decision shall be made. Absence of a statement with respect to five-year appointment status shall not be construed as the granting of a five-year appointment.

A. Clinical and Legal Writing Faculty Probationary Appointment

A Clinical Professor or Legal Writing Professor hired on a probationary appointment shall be offered a contract for one academic year subject to termination procedures specified in Section 13.10 of this Article, Non-Continuation of a Probationary Appointment, and to the procedures for five-year appointment review set forth below in Section 13.8 of this Article. A Clinical Professor or Legal Writing Professor may be offered subsequent annual contracts as specified below. The cumulative years of appointment on one-year contracts shall not exceed six, as further detailed in Section 13.8.A.1. below.

B. Five-Year Appointment Status for Clinical Professor or Legal Writing Professor

A Clinical Professor or Legal Writing Professor hired or retained with five-year appointment status shall be offered a contract for one academic year and must be offered subsequent one-year contracts subject to the presumptive renewal provisions in Section 13.8.B and subject to dismissal only as specified in Sections 13.4. A and 13.4.B of this Article and the Sanction and Dismissal provisions of Article 8 of this Agreement.

13.7 QUALIFICATIONS FOR APPOINTMENTS AND RENEWALS

Possession of an earned Juris Doctor (J.D.) or doctorate in the discipline or a cognate field of study is required for all appointments.

A. Initial Appointments

(1) Clinical Professor

Persons applying for initial appointment to a position as a member of the College of Law's non-tenure-track Clinical Faculty will be evaluated based upon the demonstrated potential for excellence as a teacher in the College's clinical program as shown by educational achievement, prior practice of law, prior teaching, and/or other relevant achievement and skills.

(2) Legal Writing Professor

Persons applying for initial appointment to a position as a member of the College of Law's non-tenure-track Legal Writing Faculty will be evaluated based upon the demonstrated potential for excellence as a teacher of legal writing and research as shown by educational achievement, prior practice of law, prior teaching, and/or other relevant achievement and skills.

B. Subsequent Appointments

(1) Clinical Professor

For all subsequent appointments, a Clinical Professor must demonstrate excellence in teaching, outstanding lawyering skills, commitment and contributions to the improvement of the law, the legal system, legal education, and the profession, and academic and community service. A Clinical Professor applying for a five-year appointment, in addition to the above, must demonstrate the likelihood of continued growth as a Clinical Professor pursuant to the criteria kept on file in the Dean's office at the College of Law entitled, "Criteria, Standards, and Procedures for the Appointment of Non-Tenure Track Clinical and Legal Writing Professors."

(2) Legal Writing Professor

For all subsequent appointments, a Legal Writing Professor must demonstrate excellence in the teaching of legal research and writing. A Legal Writing Professor applying for a five-year appointment, in addition to the above, must demonstrate the likelihood of continued growth as a Legal Writing Professor pursuant to the criteria kept on file in the Dean's office at the College of Law entitled, "Criteria, Standards, and Procedures for the Appointment of Non-Tenure Track Clinical and Legal Writing Professors."

13.8 PROCEDURES FOR FIVE-YEAR APPOINTMENTS AND RENEWALS

A. Application for Initial Five-Year Appointment

- (1) A Clinical Professor or Legal Writing Professor is eligible to apply for an initial five-year appointment after a probationary period of five one-year appointments and shall, as a condition of employment beyond the current appointment, apply for a five-year appointment during the fifth yearly appointment. Renewals of five-year appointments shall be considered during the year the term expires. A clinical professor or legal writing professor who is not awarded a five-year appointment or renewal may continue to teach under one additional one-year appointment during which the faculty member shall not be eligible to apply for a five-year appointment.
- (2) Years taught previously as a full-time Clinical or Legal Writing faculty member at Cleveland-Marshall College of Law, when this section is adopted, count toward the eligibility requirement. Years taught previously as a full-time Clinical or Legal Writing faculty member at another ABA accredited institution may count for up to two years toward the eligibility requirement for a five-year appointment.
- (3) The Dean, prior to making a recommendation to the Provost on a five-year appointment, shall appoint a special committee, after consultation with the PAC Chair and the applicant, to prepare a report based on the criteria contained on file in the Dean's office at the College of Law. The special committee shall submit its report to the College of Law Five-Year Appointment PAC, consisting of all tenured and tenure-track faculty, and all Clinical and Legal Writing Faculty holding five-year appointments. The College of Law Five-Year Appointment PAC will then make a recommendation to the Dean.
- (4) For purposes of this section the special committee shall consist of two tenured or tenure-track bargaining unit faculty members and one clinical or legal writing bargaining unit faculty member who holds a five-year appointment (depending on whether the applicant for the five-year appointment or renewal thereof is a clinical or legal writing faculty member). If there is not a clinical or legal writing bargaining

unit faculty member who holds a five-year appointment then the special committee shall consist of three tenured or tenure-track bargaining unit faculty members.

(5) Five-year appointment clock extension

A faculty member may request an extension of the probationary period for the following reasons:

- (a) Extended illness or disability of the faculty member;
- (b) Providing primary care for an immediate family member (i.e., spouse or domestic partner, a child, or parent) who is ill or disabled; or
- (c) Providing primary care for a child under 18 months of age (the child must be living with the faculty member who provides the primary care).
- (d) Providing primary care for an adopted child (the child must be living with the faculty member who provides the primary care) within 18 months of adoption.

Extensions may be requested whether or not the faculty member qualifies for or takes a leave of absence.

Timing

Requests for extension of the probationary period may be submitted at any point in the first five years of the probationary period, but no later than March 1 of the fourth year. Extensions must be requested during the period of care, illness, or disability, and not retroactively.

Procedure

A faculty member must timely submit the request to the Provost, including the proposed new date, along with a current CV and evidence to substantiate the qualifying reason for the extension.

- a. If the request is for the faculty member's own health condition or disability, any medical information shall be submitted to the Human Resources Department in accordance with the ADA Reasonable Accommodation Guidelines.
- b. If the request for extension is to provide primary care for a child, a copy of the birth certificate must be provided (unless it has been submitted to Human Resources for benefits purposes), along with a certification by the faculty member of primary care provider status.
- c. If the request for extension is to care for an ill or disabled family member, the request must include documentation from a health care provider that such care is required and a certification by the faculty member that the faculty member is providing the primary care.

Decision making

1. Decisions regarding the granting of an extension are based on:
 - a. Verification of the condition(s) leading to the request; and
 - b. Verification that the faculty member demonstrated significant progress toward achieving the standards for a five-year appointment prior to the condition(s) leading to the request.
2. The Provost may consult with the Law Dean about the request.
3. If the faculty member seeks the extension based upon the faculty member's own health condition, the request may be considered as a request for reasonable accommodation under the Americans with Disabilities Act and considered by the Provost in accordance with applicable guidelines and forms designated by the Department of Human Resources and in consultation with the Employee ADA Coordinator.
4. The Provost's decision is final and shall not be subject to the grievance procedure contained in this Agreement.

Length of Extension

- i. Initial extensions may be granted for one year.
 - ii. Total duration of allowable extensions of the probationary period is two years, with the second year being either an approved continuation of the original extension or a new extension for another reason. The faculty member must initiate a request for a second extension.
5. If a five-year appointment is not granted at the end of the probationary period, notice of termination shall be given, according to the procedures below.

B. Renewals/Non-renewals of Five-Year Appointments

- (1) The award of a five-year appointment to a Clinical or Legal Writing faculty member carries the presumption of successive five-year appointments. Faculty members awarded five-year appointments shall be denied successive five-year appointments only for "just cause" as defined in Section 13.4.A. of this Article, or the "material modification" of the program in which the faculty member teaches, as described in Article 15 of this Agreement.
- (2) The application and review process for renewals of five-year appointments shall be as follows:
 - (a) A faculty member seeking renewal of a five-year appointment shall notify the Dean in a letter no longer than two pages in length delivered to the Dean by September 1 of the final academic year of the existing appointment.

- (b) The Dean shall, in consultation with the PAC Chair and the applicant, appoint a special committee to review the application for renewal. The special committee will be constituted pursuant to Section 13.8.A.4. above.
- (c) The special committee shall review the letter, the applicant's annual reports for the first four years of the appointment, the applicant's student teaching evaluations for the first four years of the appointment, and any other relevant written information related to whether just cause exists for non-renewal.
- (d) The special committee will apply the "presumption of renewal" standard to its review of this information. The special committee shall determine that non-renewal is appropriate only upon a finding that "just cause" exists as defined in Article 13.4(A) of this Agreement.
- (e) The special committee shall formulate a recommendation as to the renewal and communicate the recommendation to the applicant and the Dean in writing by November 1 of the final academic year of the existing appointment.
- (f) If the special committee recommends renewal, the committee shall recommend to the Dean that the applicant receive an additional five-year appointment. No further action is required by the special committee.
- (g) If the special committee recommends non-renewal, the special committee shall identify the reason(s) for the recommendation in the written communication to the applicant and the Dean described in Section 13.8.B.2.(e) above. The written communication shall also identify the information and materials on which the special committee relied in making the recommendation for non-renewal. The special committee will make those materials and information available to the applicant.
- (h) The Dean shall review the material listed in Section 13.8.B.2.(c) above, the materials provided by the special committee, and any additional materials submitted by the applicant. The Dean will formulate a recommendation regarding the renewal of the applicant's appointment. The Dean shall communicate his or her recommendation to the special committee and to the applicant in writing no later than December 1 of the final academic year of the existing appointment.
- (i) Both the Dean's recommendation and the special committee's recommendation shall be provided to the Provost no later than December 15 of the final academic year of the existing appointment.
- (j) UPC role and review.
 - (i) The University Personnel Committee (UPC--see (GB 3344-13-03(O))) shall consist of the seven members of the AAUP University Peer Review Committee (UPRC) and an eighth

member who is a tenured member of the College of Law bargaining unit holding the rank of professor and elected by the tenured and tenure-track Law College faculty. The UPC shall select its own chair.

- (ii) A University-wide PRC shall be established consisting of seven tenured members of the AAUP bargaining unit holding the rank of professor. The Colleges of Business Administration, Education and Human Services, Engineering, Liberal Arts and Social Sciences, Science and Health Professions, and Urban Affairs shall each elect one member to serve on the UPRC. The seventh member of the UPRC will be elected at large from the entire bargaining unit. The Faculty Senate shall conduct the election for the at-large member. The term of service for all members shall be two years.
- (iii) It is the function of the University Personnel Committee (UPC) to study dossiers and/or renewal applications and make recommendations to the Provost at least in those cases from the College of Law where conflicting recommendations have been made by the relevant College of Law PAC or special committee and the Dean. In addition, the Provost may refer any or all other cases to the UPC for consideration and recommendation.
- (iv) If a candidate's case comes to the Provost with uniformly negative recommendations, the Provost shall solicit a response from the candidate before making his/her decision on sending the case to the UPC for its consideration and recommendation. In the cases where there have been conflicting recommendations, the UPC shall solicit comments and supplementary materials from the candidate, the relevant college PAC or special committee, and the Dean. In no case does the UPC have the authority to hold hearings concerning dossiers and/or applications for renewals.
- (v) The UPC shall forward its recommendations on all candidates for five-year appointment or renewal, with supporting reasons, to both the candidate and the Provost, as well as the Dean and the relevant college PAC or special committee by January 25.
- (k) The Provost shall consider all documents and recommendations, giving particular attention to any UPC recommendations, and forward his or her recommendations to the President by February 15. In no instance shall the Provost recommend persons lacking the support of at least one of the faculty committees which have considered the case. If the Provost declines to support a candidate having uniformly favorable recommendations, the Provost must discuss the case with the UPC. Copies of the Provost's recommendation shall be sent to the candidate, UPC (where applicable), Dean, and the relevant college PAC or special committee, by February 15.

- (1) Official Notification. On or before April 15, each candidate shall be notified by the appropriate administrative officials of the decision with respect to renewal.

3. Grievance

According to procedures established in Article 9 of this Agreement, the denial of a five-year appointment or renewal may be submitted directly to grievance and arbitration on the basis that such denial was demonstrably arbitrary and capricious, or discriminatory, or in violation of procedures established in this Agreement. An arbitrator may not award a five-year appointment or renewal, but may remand the case for reconsideration according to established procedures upon finding that the denial was in fact demonstrably arbitrary and capricious, or discriminatory, or in violation of procedures established in this Agreement. When this occurs, the candidate shall be considered only (a) on the basis of accomplishments completed and/or in progress during his/her probationary period for the initial five-year appointment or (b) on the basis of the renewal record pursuant to Section 13.8.B.2. (c)&(h), for a renewal of a five-year appointment. If successive reconsideration is awarded, the Arbitrator may award another one (1) year terminal contract so that the faculty member will remain employed as a faculty member for the year in which the reconsideration occurs. Any additional years shall not under any circumstances be construed to confer a five-year appointment or renewal.

4. Withdrawal

If a candidate receives an unfavorable recommendation at any stage, the candidate may withdraw from consideration.

5. Special Provisions on Joint Appointments

In cases of joint appointments in Law and another College, the candidate's dossier or application for renewal shall be submitted to the College with primary responsibility for the appointment. That unit shall consult with the other college before making its recommendations concerning five-year appointment status or renewal.

13.9 PROMOTION OF CLINICAL AND LEGAL WRITING FACULTY

A. Timing of Application

Any time after 3 years after obtaining the initial 5-year appointment, a Clinical or Legal Writing Professor may apply for promotion to Senior Clinical Professor or Senior Legal Writing Professor.

B. Criteria for Promotion

Promotion to the rank of Senior Clinical Professor or Senior Legal Writing Professor is based upon evidence that the candidate has

- (1) a record of sustained excellence in teaching;
- (2) outstanding intellectual leadership in legal writing or clinical practice; and
- (3) documented university, professional, and/or community service.

In rare instances, promotion to the rank of Senior Clinical Professor or Senior Legal Writing Professor may be based in significant part upon sustained and generally acclaimed leadership in the realization of the mission of the College and/or University.

C. Definitions

- (1) Sustained excellence as a teacher means outstanding classroom performance plus a significant contribution to good teaching evidenced by papers, reports, or other materials that can be evaluated.
- (2) Outstanding intellectual leadership means the attainment of a position of prominence in the field, demonstrated by activities (other than simply holding positions in committees and organizations) evidencing that the candidate has played a major role in developing in the field a policy or program that can be documented by papers, reports, or other tangible evidence appropriate to the discipline. Sustained outstanding leadership means that a candidate shall have attained a significantly higher level of prominence in the field than that required for attainment of a 5-year appointment and shall have maintained such a position of prominence for a significantly longer period of time.
- (3) Participation in and contribution to service activities for the purpose of this section means that the faculty member has assumed increasing responsibilities for the governance of the university, the standards of the faculty member's discipline, and the welfare of the civic community.

D. Procedures for Promotion to Rank of Senior Clinical Professor or Senior Legal Writing Professor

- (1) A faculty member who seeks promotion to the rank of Senior Legal Writing Professor or Senior Clinical Professor shall notify the Dean of his or her intention to seek promotion no later than April 1 of the calendar year in which the faculty member wishes to be considered.
- (2) The Dean, prior to making a recommendation to the Provost on a promotion to Senior Clinical Professor or Senior Legal Writing Professor shall appoint a special committee, after consultation with the PAC Chair and the applicant, to prepare a report to the faculty based on the criteria contained in Section 13.9(B) above. The faculty will then make a recommendation to the Dean.
- (3) For purposes of this section the faculty shall consist of all tenured professors, Senior Clinical Professors, and Senior Legal Writing Professors.
- (4) For purposes of this section the special committee shall consist of two tenured professor members and one clinical or legal writing faculty member who holds the rank of Senior Professor. If there is not a clinical or legal writing faculty member who holds the rank of Senior Professor, then the special committee shall consist of three tenured faculty members.
- (5) The faculty member who seeks promotion shall prepare a dossier demonstrating his or her satisfaction of the criteria in Section 9(B), above, following the guidelines for documentation provided in the criteria on file in the Dean's office at the College of Law. This dossier shall be submitted to the Special Committee, defined in Section 9(D)(4), above, no later than September 8.

- (6) The Dean shall consider the recommendation of the faculty in preparing his or her written recommendation to the Provost for each candidate. The Dean shall make his or her written recommendation for each candidate available to that candidate and any member of the faculty upon request. The Dean shall submit to the Provost his or her written recommendation, the recommendation of the faculty (as defined in Section 9(D)(3), above), and the special committee report on the candidate, no later than November 25.
- (7) UPC role and review.
 - (a) The University Personnel Committee (UPC--see (GB 3344-13-03(O))) shall consist of the seven members of the AAUP University Peer Review Committee (UPRC) and an eighth member who is a tenured member of the College of Law bargaining unit holding the rank of professor and elected by the tenured and tenure-track Law College faculty. The UPC shall select its own Chair.
 - (b) A University-wide PRC shall be established consisting of seven members of the AAUP bargaining unit holding the rank of Professor. The Colleges of Business Administration, Education and Human Services, Engineering, Liberal Arts and Social Sciences, Science and Health Professions, and Urban Affairs shall each elect one member to serve on the UPRC. The seventh member of the UPRC will be elected at large from the entire bargaining unit. The Faculty Senate shall conduct the election for the at-large member. The term of service for all members shall be two years.
 - (c) It is the function of the University Personnel Committee (UPC) to study dossiers and/or renewal applications and make recommendations to the Provost at least in those cases from the College of Law where conflicting recommendations have been made by the relevant College of Law PAC or special committee and the Dean. In addition, the Provost may refer any or all other cases to the UPC for consideration and recommendation.
 - (d) If a candidate's case comes to the Provost with uniformly negative recommendations, the Provost shall solicit a response from the candidate before making his/her decision on sending the case to the UPC for its consideration and recommendation. In the cases where there have been conflicting recommendations, the UPC shall solicit comments and supplementary materials from the candidate, the relevant college PAC or special committee, and the Dean. In no case does the UPC have the authority to hold hearings concerning dossiers.
 - (e) The UPC shall forward its recommendations on all candidates for promotion, with supporting reasons, to both the candidate and the Provost, as well as the Dean and the relevant college PAC or special committee by January 25.
8. The Provost shall consider all documents and recommendations, giving particular attention to any UPC recommendations, and forward his or her recommendations to the President by February 15. In no instance shall the Provost recommend persons lacking the support of at least one of the faculty committees which have considered the case. If the Provost declines to support a candidate having uniformly favorable recommendations, the Provost must discuss the case with the UPC. Copies of the

Provost's recommendation shall be sent to the candidate, UPC (where applicable), Dean, and the relevant college PAC or special committee by February 15.

9. Official Notification. On or before April 15, each candidate shall be notified by the appropriate administrative officials of the decision with respect to promotion.
10. Promotion becomes effective at the time designated by the University Board of Trustees for promotion of tenured faculty members, normally the beginning of the academic year following the academic year in which the faculty member's candidacy was considered by the faculty and the Dean.

E. Grievance

According to procedures established in Article 9 of this Agreement, denial of promotion may be submitted directly to grievance and arbitration on the basis that such denial was demonstrably arbitrary and capricious, or discriminatory, or in violation of procedures established in this Agreement. An arbitrator may not award promotion to Senior Professor, but may remand the case for reconsideration according to established procedures upon finding that the denial was in fact demonstrably arbitrary and capricious, or discriminatory, or in violation of procedures established in this Agreement. When this occurs, the candidate shall be considered only on the basis of accomplishments completed and/or in progress prior to the initiation of the grievance procedure.

F. Withdrawal

If a candidate receives an unfavorable recommendation at any stage, the candidate may withdraw from consideration.

G. Special Provisions on Joint Appointments

In cases of joint appointments in Law and another College, the candidate's dossier or application for promotion shall be submitted to the College with primary responsibility for the appointment. That unit shall consult with the other college before making its recommendations concerning promotion.

13.10 NON-CONTINUATION OF A PROBATIONARY APPOINTMENT

- A. A faculty member who is subject to a probationary period will receive successive annual contracts for each year of such probationary period unless: (1) the original contract states the contrary, or (2) the University has made the decision to terminate the appointment pursuant to the following procedures and has given timely notification according to the provisions of this section. The standard of "just cause" is not required for non-continuation of a probationary appointment.
- B. A faculty member with a probationary appointment in the first year of service at the University may be terminated by written notice given to the faculty member on or before March 1 of the first year. The termination shall be effective as of the end of the contract year.
- C. A faculty member with a probationary appointment in the second or third years of service at the University may be terminated by written notice given to the faculty member on or before December 15 of the second or third year. The termination shall be effective as of the end of the contract year.
- D. A faculty member with a probationary appointment in the fourth or fifth year of service at the University may be terminated by written notice given to the faculty member on or before June 1 of the previous academic year. The termination shall be effective as of the end of the contract period in June of the subsequent year.

- E. Recommendations for the non-reappointment of a faculty member's services may originate with the relevant Law College PAC or the Dean. The written recommendation of non-reappointment should occur at least eight weeks before the notification dates set forth above for a faculty member in the first, second or third year of service. For a faculty member in the fourth or fifth year of service, the written recommendation of non-reappointment shall occur by February 15. A faculty member whose non-reappointment is recommended shall be given an opportunity to submit materials in his or her behalf before any further recommendations are made by the various parties as specified in paragraph F.
- F. Whatever the origin of the recommendation for non-reappointment, the relevant Law College PAC and the Dean shall consider the faculty member's qualifications, along with any additional materials submitted on his or her behalf, or instructional need, and make a recommendation to the Provost. If the recommendations are in conflict, the Provost shall refer the matter to the UPC for its recommendation. The Provost shall consider all the recommendations and forward them, together with his or her own recommendation, to the President.
- G. Notice of termination shall be effective if delivered to the faculty member's office on campus and signed for by the date specified, or if mailed by certified mail, return receipt requested, two days prior to the date specified to the faculty member's residence as last reported to the appropriate CSU office.
- H. Probationary faculty who receive a notice of termination shall not be eligible to apply for renewal or promotion in their terminal year of employment unless a review is mandated as part of the resolution of a grievance.
- I. Grievance. According to procedures established in Article 9 of this Agreement, the non-reappointment may be submitted directly to grievance and arbitration on the basis that such non-reappointment was demonstrably arbitrary and capricious, or discriminatory, or in violation of procedures established in this Agreement. An arbitrator may not award a five-year appointment to a probationary faculty member, but may remand the case for reconsideration according to established procedures upon finding that the non-reappointment was in fact demonstrably arbitrary and capricious, or discriminatory, or in violation of procedures established in this Agreement.

13.11 CONFLICT OF INTEREST

- A. No person shall initiate or participate in any decision involving a direct benefit (e.g., initial appointment, renewal, five-year appointment, salary increment, leave of absence) to a member of his or her "immediate family" (here defined as spouse, parent, child, sibling, grandparent or grandchild). Where such a relationship exists, the Provost shall approve a procedure that shall eliminate such related person from any role in direct benefit decisions affecting the other related person. The President shall replace the Provost in the function described above if the Provost is so affected.
- B. No faculty member seeking, or having been nominated for, renewal and/or promotion shall participate in any deliberations or decisions made by the same Law College PAC (including the five-year appointment PAC or the Senior Clinical and Legal Writing PAC) during the academic year in question. Agreement to serve on a Law College PAC shall be construed as agreement not to receive direct benefits from decisions made by the committee.

- C. No faculty member who has been delegated a substantial role other than as a voting member in the evaluation process at an earlier stage shall participate in the discussion and/or vote in a given personnel action both at the University-wide UPC level and at the Law College PAC level.

If a faculty member who holds an administrative position outside the bargaining unit is a candidate for five-year appointment, renewal, or promotion in faculty rank, he/she shall recuse him/herself from participating in the decision on other candidates for the same appointment status, renewal, or rank. However, if a candidate requests such an administrative faculty member to submit material to be included in his/her dossier before the dossier is submitted to the relevant Law College PAC, the faculty administrator may comply with the request.

13.12 MISCELLANEOUS

- A. The current contract constitutes an Agreement in regard to conditions that will follow ratification of the contract. The Board of Trustees recognizes and affirms the continuance of the existing assignments of one-year and five-year Clinical and Legal Writing faculty appointments that were already in effect prior to the effective date of this Agreement.
- B. The specific terms or special conditions of any individual letter of appointment, renewal, and/or promotion of a faculty member of the bargaining unit shall not contradict any criteria for appointment, renewal, and/or promotion set forth in this Article or in any college bylaws.
- C. The language of 13.12(B), above, shall be included in the text of any letter of appointment, renewal and/or promotion.
- D. When a five-year appointment status faculty member leaves the bargaining unit for another majority-time position in the University, that individual, as long as the individual remains in continuous full-time employment at the University, shall retain his or her five-year appointment status and the right to return to a five-year appointment status position within the bargaining unit.
- E. Grievances alleging procedural violations with regard to renewal, promotion, or non-continuation of a probationary appointment may be filed only one time—at the point when renewal or promotion is formally denied to a member of the bargaining unit or at the point when a formal letter of non-reappointment is delivered to a member of the bargaining unit.

ARTICLE 14

FACULTY WORKLOAD

A workload policy shall be developed by the College of Law using appropriate faculty governance mechanisms. The workload policy is subject to approval by the Office of the Provost. In the absence of an approved College workload policy enacted under this Article, the Dean shall continue to make annual workload assignments for faculty pursuant to the College of Law's current workload policy. Such assignments are subject to the approval of the Provost.

ARTICLE 15

MATERIAL MODIFICATION—CONTRACT FACULTY ONLY

- 15.1 Should the Dean of the College of Law propose to declare a material modification (academic) of the legal writing and/or clinical curriculum that would result in the reduction or elimination of positions, the Administration shall provide all data and information upon which this proposal is based, including the anticipated academic/curricular benefits, academic/curricular drawbacks, and savings, to the AAUP-LS. The Administration shall also provide any relevant additional information in its possession which the AAUP-LS may request within ten calendar days following the receipt of the initial information and data from the Administration.
- 15.2 Within ten (10) days of receipt of the information under Section 15.1 above, a Material Modification Committee shall be jointly appointed by the Administration and the AAUP-LS, with each party having three appointments. The Material Modification Committee shall make advisory recommendations to the Provost, including considering alternatives which would result in minimum deterioration of the existing academic curriculum.
- In making its recommendations, the Material Modification Committee shall give consideration to long-term enrollment projections, the role of the legal writing and/or clinical curriculum in fulfilling the mission of the College of Law as a whole and its continued accreditation, the effect on joint programs with other institutions and the impact on the students registered in the programs.
- 15.3 The Material Modification Committee shall have a period of sixty (60) days from its inception to submit its advisory recommendations to the Provost.
- 15.4 The Provost shall provide to the AAUP-LS a full list of the recommendations of the Material Modification Committee. Reasons for the Provost's decision shall be stated in writing, and accompanied by full disclosure of financial and other related information.
- 15.5 Normal attrition is the preferred approach to staffing reductions. Nevertheless, if it becomes necessary to terminate the appointments of clinical or legal writing faculty members due to material modification, the following steps shall be taken in the order specified, provided academic obligations can be fulfilled:
- A. Any category of faculty other than full-time shall be released first.
 - B. Members shall be laid off in reverse order of seniority.
 - C. Members with the least amount of full-time continuous service at the University shall be laid off in advance of those with more full-time continuous University service.
 - D. Where the length of full-time University service is equal, academic rank shall be taken into account, with the person with lower rank preceding a person with higher rank in the order of layoff.
 - E. Any full-time member scheduled for layoff who is qualified or can be retrained by the University consistent with the academic obligations and fiscal constraints of the University to teach in a different program, department or college shall be provided another faculty position, consistent with sections 16.7 through 16.9 of the Article on Financial Exigency, as if fully set forth herein.

- 15.6 The procedures described in this section are in addition to those followed by both the Law College- and University curriculum committees in the case of curriculum changes or program alterations.
- 15.7 In every case of material modification, the University shall meet all of its responsibilities towards the faculty member concerned, as described in sections 16.7 through 16.9 of the Article on Financial Exigency, as if fully set forth herein.
- 15.8 The AAUP-LS may file a Level IV grievance only over alleged procedural violations of this Article.

ARTICLE 16

FINANCIAL EXIGENCY AND ACADEMIC REORGANIZATION

- 16.1 Should the President reasonably anticipate the existence of an imminent financial crisis (exigency) of such severity that it threatens the survival of the University as a whole and cannot be alleviated without terminating the appointments of faculty members, or determine that financial justification exists for the discontinuance of the College of Law necessitating the termination of regularly appointed faculty members, all data and information upon which this decision is based, including the anticipated savings, shall be provided to the AAUP-LS. The Administration shall also provide any relevant additional information in its possession which the AAUP-LS may request within ten calendar days following the receipt of the initial information and data from the Administration.
- 16.2 In the case of financial exigency, within ten (10) days of receipt of the information under Article 16.1 above, a Financial Exigency Committee shall be jointly appointed by the Administration and the AAUP-LS, with each party having three appointments. The Financial Exigency Committee shall make advisory recommendations to the President on ways to alleviate the financial crisis, including the following considerations:
 - A. Alternatives which would result in minimum deterioration of existing academic programs and which would not sacrifice the University's long-term fiscal health in order to solve a short-term financial problem;
 - B. Means of initiating mechanisms for generating additional income; and
 - C. Cost-cutting methods.

In making its recommendations, the Financial Exigency Committee shall give consideration to long-term enrollment projections, the role of the programs in fulfilling the mission of the

University as a whole and the continued accreditation of academic units, the effect on joint programs with other institutions and the impact on the students registered in the programs. Should retrenchment in academic programs be deemed necessary, due consideration should be given to providing for students enrolled in those programs the ability to complete their requirements.

- 16.3 The Financial Exigency Committee shall have a period of sixty (60) days from its inception to submit its advisory recommendations to the President. As soon thereafter as practicable, but not later than sixty (60) calendar days, the President shall submit recommendations to the Board of Trustees.

- 16.4 The President's recommendations to the Board of Trustees shall include a full inventory of the recommendations of the Financial Exigency Committee. Reasons for the President's recommendations and the Board's decisions shall be stated in writing, and accompanied by full disclosure of financial and other related information.
- 16.5 Normal attrition is the preferred approach to alleviating financial exigency. Nevertheless, if it becomes necessary to terminate the appointments of regular faculty members the following steps shall be taken in the order specified, provided academic obligations can be fulfilled:
- A. Any category of faculty other than full-time shall be released first.
 - B. Non-tenured members shall be laid off in reverse order of seniority before tenured members.
 - C. Full-time tenured members with the least amount of full-time continuous service at the University shall be laid off in advance of those with more full-time continuous University service.
 - D. Where the length of full-time University service is equal, academic rank shall be taken into account, with the person with lower rank preceding a person with higher rank in the order of layoff.
 - E. Any tenured member scheduled for layoff who is qualified or can be retrained by the University consistent with the academic obligations and fiscal constraints of the University to teach in a different program, department or college can replace an untenured faculty member in said program, department or college.
- 16.6 In the case of the discontinuance of the College of Law, within ten (10) days of receipt of the information under Article 16.1 above, an Academic Reorganization Committee shall be jointly appointed by the Administration and the AAUP-LS, with each party having three (3) appointments. The Academic Reorganization Committee shall make advisory recommendations to the President within sixty (60) days of its inception regarding the discontinuance of the College of Law. As soon thereafter as practicable, but not later than sixty (60) calendar days, the President shall submit recommendations to the Board of Trustees.
- 16.7 In every case of financial exigency of the University or discontinuance of the College of Law, the faculty member concerned will be given notice as soon as possible. Faculty not notified before the schedule of notice in Articles 12 and 13 will be given at least twelve (12) months' notice. Before dismissal or termination of faculty under this Article, the University will make a good-faith and verifiable effort to place affected faculty members in other suitable positions within the University. When a faculty member's dismissal or termination is based upon financial exigency or academic reorganization, the released faculty member's place will not be filled by a replacement within a period of two (2) years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it. A faculty member who accepts reappointment shall be credited with all years of service accrued prior to his/her release for purposes of retirement (subject to STRS / PERS regulations) and rank and shall be reappointed with tenure if tenured at the time of release.
- 16.8 A terminated faculty member shall be eligible to continue coverage under the University's group rate benefit programs for health, vision and dental insurance benefits at his/her own expense as provided for under COBRA. A terminated faculty member may convert his/her group basic life insurance benefit to an individual policy at his/her full cost according to the terms and conditions stipulated by the insurer in the Plan Certificate. A terminated faculty member may elect to "port" OR convert to an individual policy at his/her full cost voluntary group life insurance coverage

according to the terms and conditions specified by the insurer in the Plan Certificate. To the extent available, office space and/or access to University facilities shall be provided to a terminated faculty member for professional purposes for a period of twelve months.

- 16.9 In the case of academic reorganization, faculty members will be kept informed of possible anticipated programmatic changes and staffing needs. Where possible, faculty members will be provided reasonable opportunity to develop the mutually acceptable level of competence to fill another position agreeable to the individual and to the University. Preferential consideration will be given tenured and long-term-contract faculty in the relocation process. No tenured or long-term-contract faculty member will be dismissed solely on the basis of discontinuance of the College of Law without the University making documented good-faith efforts to retrain and relocate the faculty member within the University. Tenured and long-term-contract faculty agree to cooperate in good-faith efforts to retrain and relocate them suitably within the University. Nevertheless, if dismissals or terminations are necessary, the procedure set forth in Article 16.5 above shall apply.
- 16.10 The AAUP-LS may file a Level IV grievance only over alleged procedural violations of this Article.

ARTICLE 17

SALARY

Preamble: Several salary adjustment formulae are presented in Articles 17.1 through 17.3 of this article. For academic years 2017 – 2018, 2018 – 2019 and 2019 – 2020 it is understood that individual bargaining unit faculty salaries will be adjusted in the following order: Newly promoted faculty will receive promotion increments as described in Article 17.1. Next, the across-the-board salary increase will be applied as described in Article 17.2. Next, merit, if applicable, will be awarded according to the provisions of Article 17.3.

17.1 Promotion Increments. Faculty who are promoted to a higher rank during the term of this Agreement shall receive a promotion increment, according to the following schedule:

A.	Clinical Professor to Clinical Professor with 5-Year Appt.	\$4750
B.	Legal Writing Professor to Legal Writing Professor with 5-Year Appt.	\$4750
C.	Assistant Professor to Associate Professor	\$9000
D.	Clinical Professor with 5-Year Appt. to Senior Clinical Professor	\$7750
E.	Legal Writing Professor with 5-Year Appt. to Senior Legal Writing Professor	\$7750
F.	Associate Professor to Full Professor	\$9000

17.2 Across-the Board Salary Increases

- A. Retroactive to August 16, 2021, all continuing bargaining unit members shall receive a two and a half percent (2.5%) increase. Continuing bargaining unit members are those faculty who were members of the bargaining unit or administrative faculty members on March 31, 2021 and who were members of the bargaining unit on August 16, 2021.
- B. Effective at the beginning of academic year 2022 - 2023, all continuing bargaining unit members shall receive a two percent (2.0%) increase. Continuing bargaining unit members are those faculty who were members of the bargaining unit or administrative faculty members on March 31, 2022 and who are members of the bargaining unit at the beginning of academic year 2022-2023.

- C. Effective at the beginning of academic year 2023 — 2024 all continuing bargaining unit members shall receive a one and a half percent (1.5%) increase. Continuing bargaining unit members are those faculty who were members of the bargaining unit or administrative faculty members on March 31, 2023 and who are members of the bargaining unit at the beginning of academic year 2023-2024.

17.3 Merit Recognition.

- A. Commencing with the 2023-2024 Academic year, a merit recognition program will recognize meritorious achievement by members of the bargaining unit in the areas of teaching, research/scholarship, engagement, or contributions to the profession, either singly or in a combination of two areas. The University values meritorious achievement in teaching, research/scholarship, engagement, and contributions to the profession equally. A minimum of one-third (33.3%) of the awards will be for primary merit in teaching.
- B. For each academic year 2022-2023 and 2023-2024 the available funding will be an amount equivalent to one percent (1.0%) of the total salaries of bargaining unit faculty rounded to the nearest thousand dollars.
- C. Any continuing member of the bargaining unit as defined in 17.2(C), above, shall be eligible to compete for these awards, except as otherwise provided in 17.4(E).
- D. Merit awards shall become part of the faculty member's base salary at the beginning of the next academic year and are in addition to any other salary increase provided for in this agreement.
- E. Assuming a sufficient number of applications, no fewer than 25% of the bargaining unit will receive merit awards in the program.
- F. The Contract Implementation Committee (CIC) will develop a memorandum of understanding (MOU) that determine the number and estimated amounts of the awards in advance of the merit application deadline, which will occur in the spring semester of 2023.
- G. A faculty member may self-nominate or be nominated by another member of the bargaining unit in up to two of the four categories in which merit will be recognized. Nominations and supporting materials shall be submitted by a date in the spring semester to be determined by the Contract Implementation Committee directly to the Dean and to the UPRC. Awards will be based on the nominees' achievements during the most recent three-year period. Guidelines for nominations shall be distributed to all faculty by the Contract Implementation Committee.
- H. The Dean and Associate Deans will review the materials and will forward all nominations, along with supporting materials and their recommendations, to the Provost by a date in the spring semester to be determined by the Contract Implementation Committee.
- I. The Provost, following a review of all recommendations, shall announce the recipients by a date in the spring semester to be determined by the Contract Implementation Committee. and shall immediately provide the AAUP-LS with a list of recipients in each category. Individual merit recognition awards are not grievable.

17.4 Special Salary Pool for Outside Offers of Employment and Compression/Inversion Adjustments

Beginning in AY 2019-20, the CSU Administration may raise the salary of a bargaining unit faculty member beyond negotiated levels to retain a faculty member or to counter bona fide offers of employment. Funds for such increases shall be in addition to those detailed in the general salary package negotiated within this Agreement.

- A. A proposal to increase a bargaining unit faculty member's salary shall be initiated by the Dean. The Dean's proposal must include, along with the proposed increase, a supporting rationale for the proposal and evidence of a bona fide offer, if such offer exists. The proposal will be forwarded to the Provost.
- B. The Provost will seek the UPRC's recommendation regarding retention awards. The UPRC will forward its recommendation to the Provost, within 10 days of receipt of the proposal. This consultation requirement shall not be applicable to competing offer awards.
- C. The Provost will make the final decision regarding the proposed salary increase. If the Provost rejects the proposal, it becomes null and void.
- D. The CSU Administration shall be limited to an available salary increase pool in AY 2019-20 not to exceed \$30,000. The amounts and number of the awards shall be determined by the Provost. Copies of all proposals to raise individual bargaining unit faculty members' salaries and the decisions reached on them shall be sent to the AAUP-LS in a timely manner.
- E. A faculty member who receives such an individual salary adjustment shall be ineligible for a merit raise in the same year and ineligible for another competing offer/retention adjustment during the term of this Agreement.
- F. At the end AY 2019-20, all unused funds from the retention and matching offer pool will be distributed to make adjustments to bargaining unit members' base salaries for bargaining unit members whose salaries are determined to be compressed or inverted within the Law College. The Contract Implementation Committee will agree upon a methodology for identifying faculty with compressed or inverted salaries, and the CIC will further agree upon a formula and method for distributing the remaining funds from this pool for such adjustments.

ARTICLE 18

INSURANCE

- 18.1 The University will make available to employees a comprehensive program of employee health benefits including medical, prescription drug, dental, vision and long-term disability coverage and an employee assistance plan. The University will extend medical, prescription drug, dental, vision coverage and the employee assistance plan benefits equivalent to those provided to the spouses of employees to the registered same-sex domestic partners of bargaining unit employees who have filed an "Affidavit of Domestic Partnership" with the Department of Human Resources Development and Labor Relations. The granting of such benefits by the University must be consistent with all other provisions and limitations of this Agreement and with applicable laws and regulations.

- A. Employee Premium Contributions. During the term of this agreement, the total cumulative amount of employee premium contributions for the medical, prescription drug, dental, vision and long-term disability plans will not exceed twenty percent (20%) of the total cumulative cost of those plans. The total cumulative cost of the medical, prescription drug, dental, vision and long-term disability plans will be established by the University at the beginning of each plan year based on the full premium rates (or for self-insured plans rates equivalent to a fully insured rate, e.g. the COBRA rate) for each plan added together. The University will determine the amount, allocation and differentiation of employee premium contributions among its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year.
- B. Level of Benefit. During the term of this agreement, the level of benefit of the University's medical, prescription drug, dental and vision plans shall be maintained at a cumulative value of not less than ninety percent (90%) of the cumulative value of those plans as of July 1, 2014. The cost of these plans will be determined by the University prior to the start of each plan year based on the premiums for fully insured plans (or for self-insured plans rates equivalent to fully insured rates, e.g. COBRA rates) if available, the claims experience of each plan, enrollment, and fixed costs during the most recent 12 month period and projected forward with generally- accepted health care inflation assumptions to the next benefit plan year. The University will determine the plan design and resulting level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year.

Prior to determining the amount, allocation and differentiation of employee premium contributions and changes in plan design and level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans), the University will confer with and consider the recommendations of the labor-management healthcare committee.

- C. Wellness Incentives. The University will continue incentives for employees enrolled in the medical benefit plans based on wellness program participation and established individual wellness program outcomes.

The University will provide financial support for the implementation of a comprehensive wellness program including the creation of the position of Wellness Coordinator to support the engagement of faculty, staff and their families in establishing a sustainable culture of wellness on campus.

18.2 Life Insurance

- A. The University shall provide full-time faculty members the following life insurance coverage:
- (1) Effective January 1, 2008, basic group life insurance coverage equal to two (2) times the base salary, subject to a minimum coverage level of \$10,000 and a maximum coverage level of \$150,000.
 - (2) An equal amount of Accidental Death and Dismemberment insurance.
 - (3) Business Travel Accident Insurance which contains the following benefits
 - (a) Repatriation Benefit, subject to a maximum coverage level of \$10,000.
 - (b) Family Transportation Benefit, subject to a maximum coverage level of \$1,000.

- (c) Business Travel Accident Benefit for an amount equal to two (2) times base salary, subject to a maximum coverage level of \$100,000.

All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

- B. The University will provide the option for employees to purchase, on an after-tax basis, voluntary group term life insurance for themselves, their spouse, and their dependent children. All benefit provisions are subject to the terms and conditions set forth in the Plan certificate. The University shall offer benefit levels as described in the summary plan description contained in the Appendix 1.

18.3 No later than the seventh week of each Fall Semester, a Health Care Committee shall be convened to review the status of the University's health insurance policies, i.e., health insurance, life insurance, accidental death and dismemberment insurance, vision and dental insurance, and the Employee Assistance Program. The Committee shall review cost and usage data and trends, employee opinion and preferences, new models or options for such coverage which may have become available, and any changes to these coverages which the Committee wishes to communicate to the University community for its consideration. The views of the Committee shall not be binding upon either party; however, they may become part of any bargaining process.

- A. The Health Care Committee shall be composed of one member and one alternate selected by each of the following University constituencies: The University Administration, CSU-AAUP, FOP, SEIU- District 1199, CWA Local 4309, and the AAUP-LS.
- B. The representative of CSU-AAUP shall call the first meeting of the Committee. The Committee shall then elect co-chairs, one from the Administration and one from the unions. The Committee shall meet as often as necessary to carry out its task.
- C. The Administration, through the Director of Benefits, shall provide the Committee, within a reasonable time, with information, data and insurance company communications necessary to carry out its task, including Requests for Proposals (RFPs) and responses to RFPs. If applicable, trade secret information in RFP responses may be redacted.
- D. All proposed changes in health care vendors will be referred to the Health Care Committee which will make recommendations on such proposals to the Human Resources Director of Benefits.
- E. The Committee may also review categories of coverage offered.
- F. The Committee shall conclude its work and communicate its findings and recommendations to its constituencies by the end of the tenth week of the Spring Semester.

18.4 The Administration will make reasonable efforts to ensure that eligible employees can review benefit information prior to the beginning of the open enrollment period and will inform the CSU-AAUP and AAUP-LS of any delays caused by third party vendors. The open enrollment period will be at least 14 calendar days and will begin prior to the end of the Fall and/or Spring semester, as applicable.

- 18.5 The University shall maintain the amount of the Flexible Spending Account (FSA) set aside at the allowable per annum limit set by law.
- 18.6 Upon request, the Administration shall provide the AAUP-LS, within a reasonable time, with all information necessary for it to conduct an independent review of the University's benefits package.
- 18.7 The Human Resources Director of Benefits shall work with the Health Care Committee to explore the feasibility of synchronizing the timing of the various features of the health insurance policies so that all features (e.g., co-pays; deductibles; the flex plan; health care, dental, and vision benefits) are on the same cycle, whether fiscal year or calendar year.

ARTICLE 19

LEAVES OF ABSENCE

- 19.1 All current policies and levels of benefits regarding the following shall be maintained for the term of this Agreement:
 - A. Family medical and leave act policies
 - B. Unpaid medical leaves of absence
 - C. Unpaid leaves of absence
 - D. Previously accrued vacation time
- 19.2 Each faculty member shall accrue sick leave at the rate of 15 days per 12 month calendar year, pro-rated as appropriate for the term of the faculty member's appointment. There is no limit on the amount of sick leave accumulated.
 - A. Sick leave deductions. Faculty members shall have deductions from accrued sick leave only for absences due to personal injury, illness, exposure to contagious disease which could be communicated to other employees and for serious illness or injury to an immediate family member, including a registered same-sex domestic partner or the child of a registered same-sex domestic partner, or any absence eligible for FMLA leave.
 - B. Notification.
 - (1) A faculty member who cannot hold a scheduled class meeting, be present for regularly scheduled office hours, participate in a scheduled faculty or committee meeting, or other scheduled responsibility on a given day due to any of the conditions specified in Article 19.2 shall notify the office of the appropriate Dean of absence due to sickness. After such notification, the Dean or his/her designee shall deduct those days from accrued sick leave.
 - (2) The Administration shall notify any faculty member who has had a deduction from accrued sick leave during a pay period. The faculty member will receive notification specifying the amount of sick leave deducted along with the paycheck for the corresponding pay period, if possible.
 - (3) Faculty members shall report and be charged sick days only for periods during the academic term (including the first week prior to the Fall term). They shall neither report nor be charged for sick days that fall on holidays.

- 19.3 SICK LEAVE BANK (SLB). The purpose of the sick leave bank (SLB) is to provide additional sick leave to members of the SLB who have exhausted their accumulated sick leave and otherwise qualify for it. The administration shall maintain the SLB for bargaining unit members who elect to join.
- A. A bargaining unit member who elects to join the SLB must have accumulated at least eighty (80.0) hours of sick leave. A member joins the SLB by directing, in writing, the contribution of ten (10.0) hours of the member's accumulated sick leave into the SLB. A faculty member's membership in the SLB continues until the faculty member leaves the university or until there is a call for SLB donations and the faculty member does not properly respond to the call. All sick leave time donated to the SLB is not refundable.
 - B. Faculty members who become bargaining unit members after this agreement is ratified shall be notified of the existence of the SLB and shall be provided the opportunity to become members during the first enrollment period after becoming qualified for membership.
 - C. Qualified faculty members may enroll into the Sick Leave Bank during the annual enrollment period for health insurance each year. All faculty members will be provided notice regarding the eligibility rules to participate in the sick leave bank when they receive health care benefit enrollment information.
 - D. When the time available in the SLB becomes less than five (5) hours times the number of SLB members, a donation of an additional five (5.0) hours of sick leave shall be called for from all SLB members who have at least eighty (80.0) hours of accumulated sick leave. SLB members who have fewer than eighty (80.0) hours of accumulated sick leave shall be exempt from this call for donations. A member who has at least eighty (80.0) hours of accumulated sick leave and who does not make the called-for donation shall cease membership in the SLB.
 - E. Any member who has fewer than eighty (80.0) hours of accumulated sick leave and who anticipates the need for more sick leave than he/she has available may submit a request to the SLB committee for the transfer of sick leave time from the SLB to the member. The request shall be reviewed by the SLB committee and the committee's decision, by majority vote, shall be binding. Decisions by the SLB committee shall not be grievable.
 - F. The SLB committee shall consist of three AAUP representatives appointed by the two bargaining units' Executive Committees and one representative each from the office of the Provost and Senior Vice President and the Department of Human Resources.
 - G. The maximum length of time available to any member from the SLB in response to an application is one hundred and sixty (160) hours. Additional extensions may be made if the sick leave time transferred in response to an application proves to be insufficient up to a total of three hundred and twenty (320) hours in a twelve-month period. At no time may the SLB committee transfer more sick leave time from the SLB than is available in the bank.
 - H. Time from the SLB may be granted because of absence due to non-chronic conditions, catastrophic accident or illness, primary caretaking; including persons living in the employee's household. Conditions caused by incidents covered by worker's compensation are not eligible for SLB time.
 - I. Employees applying for time from the SLB must also apply for FMLA.

- J. Inquiries regarding withdrawals from the SLB shall be directed to the Department of Human Resources.
- 19.4 JUDICIAL LEAVE. Leave with pay is granted when a faculty member is called for jury duty or is subpoenaed to testify as a witness before any court or governmental hearing body. Service as an expert witness shall be considered to be in the same category as outside employment and shall be subject to the limitation thereon specified in Article 22.
- 19.5 Health, dental, vision and medical spending account benefits may be maintained during approved leaves of absence according to COBRA continuation rules. Continuation of life and long-term disability insurance benefits is subject to terms and conditions of the Plan Certificate and insurance policies.

ARTICLE 20

PROFESSIONAL LEAVES

- 20.1 PURPOSE. A full-time faculty member with at least seven (7) academic years of teaching service at the University may be granted professional leave with pay not to exceed one (1) academic year to engage in further education, research, or other program of professional improvement that can contribute directly to the improvement and development of the faculty member and the University.
- A. "Academic years of teaching service" means two (2) semesters of academic responsibilities (teaching, research, etc.) in a given calendar year. Years of partial service may accumulate to equal the equivalent of a year of service. Third semester teaching (e.g., summer teaching for faculty on nine- (9) month contracts) does not count toward the accumulation of years of service.
- B. Summer term will not normally be considered as available for professional leave.
- C. Professional leave taken as part of a faculty improvement program established under this section shall not be deemed to be in lieu of released time or assigned duty in connection with a specific research, scholarly, or creative program.
- D. Upon completion of professional leave, a faculty member starts accruing time toward eligibility for the award of his/her next professional leave as of the date of his/her resumption of normal academic duties unless the faculty member's leave was deferred under the provisions of Articles 20.4 E and 20.4 F. In that case, the eligibility for future professional leaves of those deferred shall be calculated from the point at which they would have returned from leave in their original proposal.
- E. Additional compensation during the period of leave. A faculty member on professional leave under this policy will not hold a paid position unless that position can be shown to assist him/her professionally. Should he/she hold such a paid position, however, the sum of professional leave salary and additional funds in the form of grants, stipends, gifts or pay shall not exceed the amount of the normally contracted salary, with the exception of such funds as are allocated in a grant for special expenses such as equipment, books, professional travel, etc.

20.2 ELIGIBILITY. A full-time faculty member shall be eligible for a professional leave after completing seven (7) complete academic years of teaching service following such a leave, subject to the conditions below:

- A. The faculty member must have tenure effective as of the date of the beginning of the professional leave.
- B. Leaves of absence from faculty assignments without pay which occur during the seven (7) year period do not count toward eligibility for professional leave. On the other hand, such leaves of absence will not be considered to have substituted for faculty professional leave with pay as defined here.
- C. The second and subsequent instances when a faculty member accepts a Fulbright Scholarship or similar award within a seven (7) year eligibility cycle do not count toward eligibility for the next professional leave.
- D. Professional leaves are contingent upon staffing, resources, and scheduling requirements. The College must offer assurance that requested professional leaves can be accommodated at no additional cost.
- E. To assure that the University shares in the benefits of the professional leave, faculty members taking professional leave agree to return to Cleveland State University for at least two (2) semesters (excluding summer) after completing their professional leave or to refund the compensation paid by the University during the leave, unless this obligation is specifically waived or deferred by the University.

20.3 PERIOD OF LEAVE, AND WORKLOAD.

The period of professional leave for the faculty member who has completed at least seven (7) full years of academic service may consist of one of the following:

- A. One semester: 100% of 9-month salary.
- B. Two semesters: 66.67% of 9-month salary.

Summer term will not normally be considered as available for a professional leave. The teaching workload assignment for a faculty member on one semester's leave shall be one-half of the target teaching workload assignment for the academic year in which the professional leave is taken.

20.4 PROCEDURE FOR APPLICATION AND REVIEW. The following steps will be followed:

- A. Applications from faculty members seeking professional leave during the following academic year should be submitted to the Dean by October 15. The proposal should include the following:
 - (1) An indication of the specific semesters for which the leave is requested;
 - (2) A plan that defines carefully and as completely as possible the purpose of the leave and specifies clearly its expected outcomes;
 - (3) A description of any fellowship and/or grant pending or secured at the time of making application for professional leave;
 - (4) A current curriculum vitae.

- B. The Dean will initiate a review by a faculty committee of the proposals submitted. The primary criterion shall be the merits of the proposal, bearing in mind that the purpose of professional leave is to enable faculty members to engage in further education, research, or other program of professional improvement which can contribute directly to the improvement and development of the faculty member and the University. The faculty committee should also keep in mind the maintenance of standards and responsibilities for all ongoing programs.

The committee should also bear in mind the necessity of providing adequate coverage for the faculty member in his/her absence, and the necessity for maintenance of standards and responsibilities of all ongoing programs.

- C. The Dean is responsible for making advance arrangement to provide adequate coverage for a faculty member on professional leave. Duties of persons on professional leave normally will be assumed by the remaining faculty. If a faculty member is on leave with less than full salary, the remaining part of his/her budgeted salary may be used for (partial) replacement. No professional leave shall be granted which requires a compensating addition to the permanent faculty or staff.
- D. The Dean is to assure that all leaves in the College are recommended on a “break even” or “no cost” basis to the college. Approved two-semester leaves may not subsequently be reduced to one- semester leaves unless mutually agreed otherwise. If the number of proposals exceeds the number that can be supported without additional cost or if all applicants cannot be accommodated because of bona fide instructional obligations, then the Dean may limit the number of proposals that are recommended by the college. In this case, the committee should prioritize the proposals with positive recommendations being determined in the following order:

- First, faculty members who were denied leave due to funding shortfalls in the previous year;
- Second, faculty members who have applied for a full-year leave;
- Third, faculty members who have never had a professional leave;
- Fourth, faculty members with the longest time since their last professional leave;
- Fifth, faculty members with the longest continuous full-time service in the University.

After such priority lists are made, the Dean shall give timely notice to any faculty members whose leaves are at risk of being deferred.

Eligible faculty members who are asked to defer professional leave will be accorded first priority in the following year. The eligibility for future professional leave of those deferred shall be calculated from the point at which they would have returned from leave in their original proposal.

In any event, the Dean shall issue a statement indicating how adequate coverage can be provided for the faculty member in his/her absence as part of the Dean's recommendation to the Provost.

- E. Should all approved professional leaves result in a surplus of funds from one or more colleges after the break-even rule has been applied, those funds will be pooled at the university level and used to fund, along with the ranking criteria above, as many of the remaining unfunded meritorious proposals as these funds will allow. Faculty members whose application for a leave was deemed of acceptable quality but denied as a result of a funding shortfall on the college level may reapply the following year. Such applications shall be reviewed again by college-level committees and, if again found of acceptable quality, shall be funded -- as long as the university can do so on a "break even" or "no cost" basis at the university level.
- F. Applications, to be considered by the Provost, must include the recommendations of the applicant's college committee, and the Dean. Applications with recommendations must be submitted to the Provost no later than November 15.
- G. The Provost shall, in turn, make recommendations on faculty professional leaves to the President. The President shall make his/her recommendations to the Board of Trustees for final approval at its January meeting.
- H. Within ninety (90) days of returning to University duties, a faculty member shall submit a written report of activities during the period of professional leave. The report should be submitted to the Dean, who shall comment upon the report in writing. The report and comments shall be forwarded to the Provost.

20.5 LEAVES OF ABSENCE FOR PROFESSIONAL DEVELOPMENT FOR LEGAL WRITING PROFESSORS AND CLINICAL PROFESSORS

- A. The parties to this Agreement recognize the importance and positive nature of continued professional development for the purpose of enhancing the University's mission as well as the performance and role of Legal Writing Professors and Clinical Professors.

Consistent with the eligibility criteria and procedures of specific University programs which support the professional development of faculty members, Legal Writing Professors and Clinical Professors are eligible to participate in professional development opportunities at the academic unit, college and university levels.

Under conditions specified below, Legal Writing Professors and Clinical Professors may apply in writing to the college dean for an unpaid leave of absence for the purpose of continued professional development, approval of which shall be at the sole discretion of the University. The parties to this Agreement understand and agree that the University shall accept no responsibility in any instance for offering, securing, or otherwise generating financial support for such a leave. Funding to make possible or to support the leave is the sole responsibility of the Legal Writing Professor or Clinical Professor who requests the leave.

- B. A Legal Writing Professor or Clinical Professor shall be eligible for an unpaid professional leave after receiving their initial five-year appointment and completing seven (7) complete academic years of teaching service, subject to the conditions below:
 - (1) Any funding for the unpaid professional development leave of absence must be secured by the applicant and awarded through external sources for the period of the proposed leave. If applicable, the Legal Writing Professor or Clinical Professor must provide evidence from the funding source of the external support for the period of the proposed leave.

- (2) The purpose(s) of the proposed leave must be deemed acceptable in terms of the leave's potential for upgrading professional skills, acquiring new skills, and intellectual and professional development that will be of benefit to the individual and the University.
- (3) Legal Writing Professors and Clinical Professors are eligible to request a Professional Leave of Absence every seven years.
- (4) The applicant shall provide the University with written assurance that they will return in the subsequent academic year to complete at least two semesters (excluding summer) after completing their professional leave. The normal duration of the approved unpaid leave of absence for continued professional development shall be one (1) academic year. In its sole discretion, the University may approve such a leave of one (1) semester in duration, but not for a shorter period; and
- (5) The academic unit must confirm it can support the programmatic and staffing needs of the unit or campus in the absence of the Legal Writing Professor or Clinical Professor faculty member.

C. After the conditions stated in B. above have been satisfied, the following apply:

- (1) The University shall continue to make available full-time employee benefits (on the same terms and conditions) to the Legal Writing Professor or Clinical Professor during the period of the approved professional development leave of absence; and
- (2) Upon completion of the leave, the Legal Writing Professor or Clinical Professor faculty member shall provide a brief written summary report of the outcomes of the leave to the Provost or his/her designee. Copies of this summary should also be sent to the department chair, school director and/or college dean, as applicable, by the Faculty member.

ARTICLE 21

STUDENT FEE AUTHORIZATION PROGRAM

- 21.1 **Eligibility and Description.** The student fee authorization program at Cleveland State University is an educational assistance program for spouses, registered same-sex domestic partners and eligible dependent children of full-time employees. Fee remission as described in this Article will be provided for full instructional and general fees charged for enrollment in credit courses by undergraduate students and for half of the total instructional and general fees charged for enrollment in credit courses by graduate and professional students. Benefits apply only to the in-state portion of any fee. The Student Fee Authorization Program may not be used for Continuing Education courses. For those who wish to enroll in "premium-priced" programs, the benefit shall not exceed the standard law, graduate or undergraduate tuition.
- 21.2 **Application/Information.** Employees' spouses, registered same-sex domestic partners, and eligible dependents who choose to participate in the Student Fee Authorization Program must follow the University's application and enrollment procedures.
- (1) Applications for the Student Fee Authorization Program may be obtained from the Department of Human Resources Development and Labor Relations website. Fee remission benefits may be subject to Federal and State of Ohio taxation. If deemed to be taxable, benefits received under this program are treated as taxable income of the CSU

employee rather than the student. Any taxable benefits are subject to federal tax withholding requirements. Tax withholding, if applicable, will be deducted in four equal installments from the employee's last four paychecks of the semester during which the benefit is provided. Tax information will be provided at that time.

- (2) Complete the application fully and obtain both the student's and employee's signature. In the case of students qualifying for the program under exceptions, Human Resources will sign for a deceased employee.
- (3) The employee must take the completed and signed application to Human Resources, show an ID and obtain certifications.
- (4) The application may now be submitted with registration in lieu of or in addition to fees. NOTE: Incomplete applications may be returned, which could result in late registration. If upon audit the student fails to qualify for the Student Fee Authorization Program, a late registration fee may be added to the student's invoice.

- 21.3 Eligibility of Spouses, Registered Same-sex Domestic Partners and Children. For spouses, registered same-sex domestic partners or dependent children to be eligible for participation, an employee must have at least one (1) year of continuous full-time service with the University since the most recent hire date (if more than one). Eligibility is determined as of the first day of the session for the course(s) desired. The University will cover only the cost of fees for spouses, registered same-sex domestic partners and dependent children of employees who are eligible for the program on the first day of the session.

Eligible dependents include the spouse, registered same-sex domestic partner of a qualifying employee or children who are financially dependent on the qualifying employee. A financially dependent child is one who currently meets the Internal Revenue Service dependency definition and is being claimed on the qualified employee's federal income tax return for the current year.

Eligible spouses, registered same-sex domestic partners and children receiving any form of financial aid through the University or other governmental agencies will receive fee remission under this policy only to the extent that no cash disbursement of this benefit results from multiple awards. Financial aid regulations governing the Fee Authorization Program are available in the Financial Aid Office.

- 21.4. Benefit. An eligible spouse, registered same-sex domestic partner or child may participate in the program for a total of 144 semester credit hours or two (2) academic degrees, whichever is less. The benefit applies only to the in-state portion of the fee.

In the event of the divorce of a qualifying employee, eligibility is continued for the spouse for a period of up to two (2) years, as long as the qualifying employee remains in full active status at Cleveland State University.

- 21.5 Changes in Employment Status.

- A. In the event of a qualifying employee's death, eligibility will be continued for a spouse, registered same-sex domestic partner and/or children regardless of their registration status at that time.
- B. With ten (10) years of service, in the event of a qualifying employee's retirement or total disability (under OPERS, STRS or Social Security), eligibility will be continued for a spouse, registered same-sex domestic partner and/or children regardless of their registration status at that time.

- C. If an appointment is continued at less than full-time, or if a leave of absence without pay is granted, eligibility is continued for two (2) full semesters beyond the date of the change in status. If an appointment is terminated as a result of a reduction of the workforce, benefits are extended for a period of two (2) full semesters for those who have been attending Cleveland State University during the two (2) academic terms immediately preceding the layoff. In the event of any other termination of active service with the University, the Fee Authorization Program eligibility ceases.

ARTICLE 22

CONSULTING AND OTHER EXTRAMURAL EMPLOYMENT

- A. Faculty members are frequently called upon to render professional counsel or service to public or private agencies for which compensation is direct and in excess of the terms of university contracts. Such services are encouraged if they fulfill a responsibility of the university to the community at large and provide invaluable professional experiences. It is understood, however, that such activities shall in no way limit the extent or quality of a faculty member's obligation to the university or their profession. There are three levels of such activities:
- (1) Activities that have a minimal impact on the faculty member's university or professional obligations, e.g., keynote speeches, paid reviews of research articles, books or creative works, and tenure reviews for other universities.
 - (2) Activities that have a somewhat substantial one-time impact on the faculty member's university or professional obligations, e.g., teaching short courses or workshops, consulting on projects for business, government or nonprofit organizations, expert testimony and self-employment.
 - (3) Activities that have a substantial and continuing impact on the faculty member's university or professional obligations, e.g., long-term consulting relationships with business, government or nonprofit organizations, expert testimony and self-employment.
- B. The activities described in paragraph (A)(1) of this rule are exempt from the pre-approval requirements specified in the remainder of this article but shall be included in the annual spring semester report of extramural employment.
- C. Before performing activities described in paragraphs (A)(2) and (A)(3) of this rule, the faculty member shall obtain the written approval of the Dean; such approval not to be unreasonably denied. In no event shall the faculty member accept a regular salary or annual retainer for counsel or services without the written consent of the Dean.
- D. Faculty members shall not engage in any outside employment activity, which competes directly with the university in its pursuit of grants, awards, projects and other sources of funding. In addition, outside employment shall not be undertaken, that violates Ohio's ethics laws governing public employees.
- E. The use of the name, symbol, or address of Cleveland State University in any extramural employment agreement is prohibited. University facilities, equipment, and materials may be used for such purposes only with the prior express consent of the administration and according to explicit terms for reimbursement.

- F. The Dean, or the Dean's designee, shall at all times be kept informed in writing of the extramural employment of full-time faculty members. Faculty shall submit a report of such activities, indicating the number of hours and for whom the work was performed, to the supervisor in the spring semester of each academic year. In addition, by October 1st of each year, each faculty member shall disclose in writing the extent of any extramural employment the faculty member expects to engage in during that academic year. This disclosure is to be made by email to the Dean or Dean's designee on a form timely provided by the administration. Consulting activities should make a contribution to the enrichment of the teaching and/or research competence of the faculty member.
- G. If the Dean believes that a faculty member's outside activities interfere with the extent or quality of the faculty member's obligation to the university or to the profession or compete directly with the university in its pursuit of grants, awards, projects and other sources of funding, or if the faculty member fails to abide by the procedures set forth in paragraph (A) of this rule, the Dean or the Dean's designee and the faculty member shall discuss the situation in an attempt to resolve any problems or misunderstandings. After such consultation, the Dean may order suspension or termination of any outside employment. Such orders to suspend or terminate outside employment may be appealed to the Provost. During the grievance procedure, the order of the Dean affecting outside employment normally shall not force suspension or termination of existing contractual obligations, but shall prohibit the faculty member from extending or renewing any existing contractual obligations, or accepting any new outside employment. Nevertheless, if the Dean determines that continuing the outside employment impairs the faculty member's obligation to the university or the profession, the faculty member shall suspend or terminate the outside employment even if the order is challenged through appeal.
- H. Faculty members are expressly prohibited from teaching for other educational institutions, colleges or universities while under contract, unless such teaching is a part of an inter-institutional agreement entered into by Cleveland State University or the faculty member has the prior written consent of the Dean.

ARTICLE 22.5

SERVICE

22.5.1 Service responsibilities of faculty members include the following:

- A. Service to the law school and university community, including participation in the governance of the law school, curriculum development, and other institutional responsibilities.
- B. Service to the profession, including working with judges and practicing lawyers to improve the profession; and
- C. Service to the public, including participation in pro bono activities.

Such service is to be reported each spring on the annual EFAAR report completed by each faculty member. The law school Faculty Affairs Committee, in consultation with the Dean, will create guidelines as to the types of service activities faculty should report. These guidelines shall be submitted to the Provost within nine months after the date of execution of this Agreement, and will be subject to approval by the Provost.

ARTICLE 23

PATENTS AND COPYRIGHTS

- 23.1 PREAMBLE. The policies that follow pertain to Intellectual Property, meaning any copyrightable or patentable subject matter, including but not limited to: books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures and lecture notes, musical and/or dramatic compositions, unpublished audiotapes and cassettes, computer programs and software, live video and audio broadcasts, programmed instruction materials, drawings, paintings, sculptures, photographs, distance education materials, other works of art, and any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.
- 23.2 PATENTS POLICY. Research is recognized as an integral part of the educational process to generate new knowledge; to encourage the spirit of inquiry; and to develop scientists, engineers, and other scholars. As a result of such research, new discoveries and inventions may be made by faculty members of the University. Discoveries and inventions may have material commercial value or potential as revenue producers; may contribute significantly to scientific, technological, social, and cultural progress; and may qualify for patent protection. Patents are created by the Constitution and laws of the United States to recognize the ownership of inventions by individuals in return for the publication of the inventions by issued patents and ultimate dedication to the public after the limited period for which the law grants patent protection.
- 23.3 The faculty members of the University are encouraged to evaluate the results of their research activities in terms of potential commercial value and the public interest, as well as for scholarly significance.
- 23.4 DEFINITIONS
- A. “Patent/patentable” means:
- (1) Utility inventions or discoveries that constitute any new and/or useful process, machine, manufacture, or composition of matter, or any new and/or useful improvement thereof, as such is further defined in 35 U.S.C. §§ 100 & 101;
- (2) Ornamental designs, being new, original and ornamental designs for an article made, such as is further defined in 35 U.S.C. § 171, et seq.; and
- (3) Plant patents, being for the asexual reproduction of a distinct and new variety of plant, including cultivated sprouts, mutants, hybrids and newly found seedlings, other than a tuber propagated plant or plant found in an uncultivated state, as such is further defined in 35 U.S.C. § 161, et seq.
- B. “Invention” includes discoveries, products, processes, compositions of matter and improvements that are or may be patentable.
- C. “Sponsored research agreement” includes any sponsored research grant, contract, fellowship, or other special arrangement to fund faculty research by third parties.

- D. “Net income” from any invention, discovery or patent will be defined as earnings received by the University from a license with a third party for the invention or discovery after payment of all costs incurred by the University in connection with the invention or discovery. Such costs will include, but not be limited to, the cost of pursuing patent protection, developing the invention, any investment in the invention, marketing the invention and/or licensing the invention. In the absence of a written agreement to the contrary, multiple inventors shall receive equal portions of the inventors’ share of revenue.
- E. “SPRS” means Sponsored Programs and Research Services.
- F. “TTO” means the Technology Transfer Office.
- G. “CSURC” means Cleveland State University Research Corporation.

23.5 DISCLOSURE

- A. Faculty members, other employees, and students shall disclose in a timely manner to TTO all inventions that are developed from research or investigations supported by the University or by any University facilities, equipment, or resources. Such support includes any facilities, equipment, or resources provided pursuant to sponsored research agreements.
- B. Disclosure shall be in writing and shall include at least the following: a general description of the field of the invention or discovery, any prior art of which the inventor(s) is aware, a general statement (if possible) of the economics or commercialization potential of the invention or discovery, a listing of the notebooks or other records containing the first description of the invention or discovery, the name of the person to whom the invention or discovery was first disclosed, and the date of such disclosure. TTO will determine the particular form, detail, and supporting information required for disclosures.
- C. Faculty members, other employees, and students who believe they have inventions that were not developed from research or investigations supported by the University or using any University facilities, equipment, or resources shall not file, or permit others to file in their name, patent applications, without providing at least thirty (30) days’ notice and a statement of the circumstances of the invention to TTO. At the TTO’s request, additional information as to the nature and circumstances under which the invention was developed and a copy of the invention disclosure of proposed patent application, whichever TTO may deem appropriate under the circumstances, shall be provided.

23.6 REVIEW PROCESS

- A. Within thirty (30) days of a disclosure of an invention, TTO shall notify the inventor whether his/her disclosure is incomplete, with notations of the additional information required, or shall refer the disclosure to the Patent Review Committee.

- B. Within thirty (30) days of the receipt of the complete disclosure from the inventor, TTO shall either (a) file a Provisional Patent application to protect the intellectual property for further evaluation; or (b) convene the Patent Review Committee, which shall make a recommendation about the invention to the Vice President for Research.
- C. If the Intellectual Property is protected via a Provisional Patent, before the one-year protection is over, TTO shall convene the Patent Review Committee, which shall make a recommendation about the invention to the Vice President for Research. Committee, the Vice President for Research shall notify the inventor of the disposition of the invention.
- D. Within thirty (30) days of the receipt of the recommendation from the Patent Review
- E. For inventions or discoveries that result from sponsored research agreements whereby the University has already secured a licensee, the inventor will not be required to fill out an invention disclosure form and the Patent Review Committee will not need to review the invention.

23.7 PATENT REVIEW COMMITTEE

A. Composition and Appointment

- (1) The Patent Review Committee shall be composed of six members. The Committee members shall elect a Chair from among themselves. At the time of the initial appointment or election, each member shall be designated as serving either a one-year, two-year, or three-year term, so that the term of one faculty senate appointee and one presidential appointee will expire each year and a replacement appointment or election will be made each year. After the first appointment, subsequent members shall serve a three-year term, commencing on July 1 and terminating on June 30. Committee members may serve additional three-year terms.
- (2) Faculty Senate appointees. Three members shall be faculty members elected by the Faculty Senate. One faculty member shall be from the College of Engineering and one shall be from Mathematics or Natural Sciences.
- (3) Presidential appointees. Three members shall be appointed by the President. The presidential appointees may be either faculty members or from administration.

B. Duties

- (1) The Committee will review the merits of the invention and make recommendations to the Vice President for Research for the management of the invention, including its development, patenting, and exploitation.
 - (a) The Committee shall make an initial determination of whether the University or any other party has rights to the invention, and, if so, the basis and extent of those rights.

- (b) If the Committee determines that the University has rights to the invention, the Committee will make one of the following recommendations to the Vice President for Research:
 - (i) The University should pursue legal protection of the invention, through patent or otherwise, and seek commercial development of the invention;
 - (ii) The University should dedicate its rights to the public, adhering to the wishes of the inventor or creator where feasible; or
 - (iii) The University should transfer or waive its right in favor of permitting the inventor or creator to protect and develop the invention at his or her own expense, and whether and what conditions should be attached to a transfer or waiver. At a minimum, such a transfer shall be subject to the retention of a non-transferable, royalty-free license in favor of the University to be used in connection with the University's mission of teaching, research, and service.
- (2) The Committee, on at least an annual basis, or more frequently, shall review the Patent Policy as a whole and recommend changes to the Contract Implementation Committee.
- (3) If there are two or more claimants to an invention within the University and they cannot reach an agreement as to how to share the benefits of the Policy, the Committee shall recommend to the Vice President for Research which of the competing claimants shall be considered inventors or creators for the purpose of this Policy and in what fraction they shall share in the benefits of the Policy.

23.8 DUTIES OF THE TECHNOLOGY TRANSFER OFFICE (TTO)

The TTO will have the following duties related to the Patents Policy:

- A. Upon request, provide advice and assistance to Researchers with respect to consulting agreements with industrial and other organizations that may involve rights to inventions within the scope of this Policy and provide advice and assistance to University officials who have responsibilities with respect to the approval of consulting arrangements;
- B. Maintain a file for each invention disclosure and each notice and statement with respect to inventions that the faculty member is claiming were not supported by the University. Each file will contain a complete record of all actions;
- C. Determine the form, detail, and supporting information required for disclosure of inventions and provide notice of these requirements to the University community and to individual inventors;
- D. Where there are two or more persons associated with the University claiming to be inventors or creators of an invention in which the University has rights, encourage and facilitate an early agreement (in a form acceptable to the University) among those persons concerning which of the claimants shall be

considered inventors or creators for the purposes of this Policy and in what fraction each shall share in the benefits of the Policy;

- E. Assist the Office of University Legal Counsel in obtaining legal protection and arranging for licensing or other commercial development in those cases in which the University elects to pursue its rights, including preparing and prosecuting applications for patent, plant variety protection, and other legal protection; negotiating or assisting in negotiation of licenses and related agreements; and monitoring the collection of royalties or other related income; and
- F. Prepare or assist in the preparation of all required reports on inventions.

23.9 DUTIES OF FACULTY, STUDENTS, AND OTHER UNIVERSITY INVENTORS

- A. Disclosure. University inventors or creators are responsible for disclosing in a timely fashion any items subject to this policy. They shall take all reasonable steps requested by the University or TTO, including but not limited to, the execution of assignments, confidentiality agreements, and shall assist the TTO wherever necessary in the evaluation, prosecution, and licensing of the invention.
- B. Confidentiality. To maintain the University's rights to obtain patents or other intellectual property protection of an inventor, University personnel must maintain the confidentiality of each invention. If the publication of research results may reveal an invention, University personnel shall inform TTO of such publication in a timely manner to give TTO an opportunity to file a patent or protect the intellectual property rights of the University and the faculty member.
- C. Consulting activities. Faculty and other University personnel engaged in consulting work regarding inventions should use great care to ensure that their consulting agreement(s) are not in conflict with University policies on outside activities and financial interests and shall disclose in a timely fashion to the Office of Research any potential conflicts.

23.10 SPONSORED RESEARCH

- A. All rights to inventions resulting from sponsored agreements shall be controlled by the terms of those agreements. Before accepting funding and conducting research activities under any sponsored research agreement, faculty members, other employees, and students shall be fully informed by SPRS of the terms of such agreements. Faculty members and other employees accepting support through sponsored research agreements shall be required to execute such agreements as will enable the University to conform with the requirements of the sponsoring agencies and shall abide by the terms of such agreements.
- B. When the University and an external sponsor enter into an agreement for research to be conducted with funds or facilities provided in whole or in part by external sponsors, any person who elects to conduct such research may be required by the University to enter into an agreement assigning all rights to inventions arising from such research to the University or to the external sponsor.
- C. No person may enter into any agreement respecting the assignment, licensing, or exploitation of any patent or other rights to any invention developed in the course of research supported by funds or utilizing facilities administered by the

University pursuant to an agreement with an external sponsor without the written consent of SPRS. Such consent shall be given or withheld in accordance with the objectives set forth in this policy.

23.11 RIGHTS TO INVENTIONS AND PATENTS; DISTRIBUTION OF INCOME

A. Ownership and Rights to Inventions

- (1) Pursuant to section 3345.14 of the Ohio Revised Code, all rights to and interest in discoveries, inventions, or patents, which result from any research, investigation, or work conducted in any laboratory or facility of Cleveland State University or by University faculty, staff, or students acting within the scope of their employment or with funding, equipment, or infrastructure provided by or through the University, will be the sole property of the university. No person, firm, association, corporation, or governmental agency which uses the facilities of such college or university in connection with such research or investigation and no faculty member, employee, or student of such college or university participating in or making such discoveries or inventions, shall have any rights to or interests in such discoveries or inventions, including income therefrom, except as may, by determination of the board of trustees of such college or university, be assigned, licensed, transferred, or paid to such persons or entities in accordance with section 3345.14 of the Ohio Revised Code.
- (2) All rights with respect to inventions resulting from personal and independent research activities that are not supported by the University or by University facilities, equipment, or resources shall be the sole property of the inventor.
- (3) Upon request of the Patent Review Committee or TTO, the appropriate University department chair or dean shall investigate and report to the requesting party the extent to which University facilities and resources were used to support research activities resulting in an invention disclosed in accordance with this policy.
- (4) All rights to inventions resulting from sponsored research grants, contracts, fellowships, or special arrangements shall be controlled by the terms of those agreements. Faculty members, other employees, and students accepting sponsored research grants shall execute such agreements in a manner that will enable the University to conform with the requirements of the sponsoring agencies and shall abide by the provisions of such agreements and the Sponsored Research section of this policy.

B. Distribution of Income

- (1) Net income from any invention or discovery that is licensed to a third party will be shared by the University and the inventor(s). Forty percent (40%) of the net income will belong to the inventor(s) or the heirs and legatees of the inventor(s). The remaining sixty percent (60%) of the net income will belong to the University and will be distributed accordingly:

Inventor(s) research account.....10%

Inventor(s) college.....	5%
Inventor(s) department.....	5%
Office of Research/CSURC.....	40%

- (2) Net income to the University resulting from intellectual property, including patents developed by members of the University faculty, will be reinvested in faculty development and administered by the Office of Research.
- (3) Determination of net financial returns as used in this policy shall be made by TTO for the University in accordance with generally accepted accounting principles.
- (4) Where rights to an invention are transferred or waived to the inventor, the allocation of these rights and any resulting future income shall be specified in writing by TTO and approved by the Vice President for Research. A copy of the transfer or waiver shall be promptly supplied to the inventor.

23.12 COPYRIGHT POLICY

PURPOSE. As an institution of higher learning, the University promotes creative activity in which new materials relating to teaching and scholarship are produced. The University supports such activity to improve teaching and research at the University and to benefit the community at large. Some of the materials produced may be copyrightable. This copyright policy has the purpose of encouraging creative activities while ensuring the benefit of creativity, resources, and energy expended is shared equitably by all parties concerned -- creators, sponsors, and users.

The basic objective of this policy on copyrightable materials includes the following:

- A. To promote the development and utilization of materials created by members of the University community in the course of their University activities;
- B. To provide adequate recognition and incentives to the creators of such materials through a share in any proceeds from the materials;
- C. To provide a means whereby authors can claim title to and protect their intellectual products, including protection from publication by others; and
- D. To meet requirements imposed by government agencies or private foundations that contribute funds to support the creation and publication of scholarly works, consistent with the University’s basic objectives as outlined above.

23.13 MATERIALS SUBJECT TO COPYRIGHT

- A. “Copyrightable materials” means those materials subject to copyright under the federal Copyright Act, 17 U.S.C. § 101 et seq. This Act applies to original works of authorship, fixed in any tangible medium of expression, now or later developed, from which such works can be perceived, reproduced, or otherwise communicated, either directly, or with the aid of a machine or device.

- B. Copyrightable materials include, but are not limited to, the following: books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures and lecture notes, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audiotapes and cassettes, computer programs and computer software, live video and audio broadcasts, distance education materials, programmed instructional materials, drawings, paintings, sculptures, photographs and other works of art.
- C. Copyrightable materials may be created or produced under the following conditions:
 - (1) Independently created copyright with no University support or involvement;
 - (2) Minimal University assistance;
 - (3) As an assigned duty or pursuant to contract or a work-for hire agreement (“works for hire”);
 - (4) Extraordinary University assistance;
 - (5) With support from an external sponsor.

23.14 RIGHTS TO AND EQUITIES IN COPYRIGHTABLE MATERIALS

The ownership of materials initiated and produced by authors who are University faculty members, other employees, or students shall remain with the authors, except for the following classes of works: (a) works for hire; (b) works for which the University has provided assistance beyond that usually accorded (“extraordinary University assistance”); and (c) works done under a sponsorship agreement between the University and an external agency.

It is not intended that this policy change the traditional relationship between the University and faculty authors of textbooks and other scholarly and artistic works. Except for the three categories listed above, the University disclaims ownership of copyrightable materials, except for a royalty-free license under and for the term of the copyrights in the materials for the University's internal use.

A. Works for Hire

Copyrightable materials produced by University faculty as the result of direct work assignments to meet specific objectives or as an assigned University duty other than general academic research and normal teaching assignments are "works for hire" for which copyrights belong to the University. Such materials also include works commissioned by the University to fit within any of the categories of “specially ordered or commissioned” works described in section 101(2) of the Copyright Act, 17 U.S.C. sec. 101(2). A faculty member's general obligation to produce scholarly works does not constitute a specific University assignment for purposes of the "work for hire" doctrine, nor do research grants for specific scholarly projects provided by the University to faculty members fall under the "work for hire" doctrine. Unless the subject of a written agreement, modification of an existing University course to incorporate “hybrid” eLearning components or for delivery via distance education modalities does not, in and of itself, constitute a specific University assignment for purposes of the “work for hire” doctrine.

B. Externally Sponsored Works

Whenever the University and a third party undertake a sponsored research project, their grant agreement or contract shall determine the ownership of all copyrightable materials that are developed. If no provision is made for copyright, the University will own any work created, unless another agreement is reached between the University and the creator.

C. University– Supported Work

If the University provides assistance (hereinafter labeled "extraordinary University assistance") beyond that usually accorded to faculty, other employees, or students in their work, then the University may claim ownership of the copyright to works produced, unless the creator obtains written authorization from the University before using those resources.

Unless specifically identified as extraordinary University assistance and agreed to by the faculty in writing before receipt of such assistance, the following do not constitute extraordinary assistance:

- i. payment of a regular salary;
- ii. summer research grants;
- iii. professional leave;
- iv. release time resulting from reduced instructional assignments as provided for by contract or University policy;
- v. the personal use of office and library facilities;
- vi. the use of personal computers, or reasonable data and word processing services.

Extraordinary University assistance includes, but is not limited to, financial assistance, extra technical help such as assistance from University computer programmers or technicians, or greater than normal use of such University facilities that an outside user would be charged for use.

In all cases, written agreements shall be negotiated prior to the commitment of extraordinary University assistance for the work, including but not limited to work associated with distance education materials covered by Article 31 of the contract. TTO shall maintain a file of all previously negotiated agreements and shall make those documents available to any party applying for extraordinary University assistance. If, within ten (10) University working days of the submission of a completed application for extraordinary assistance, the author and TTO cannot mutually agree on rights in the work, the author and TTO may each submit, within ten (10) University working days, independent recommendations regarding ownership and equity to the Copyright Committee for determination. Within forty-five (45) days of the submissions, the Committee shall recommend to the Vice President for Research how rights in the work shall be allocated. The Vice President for Research shall make a determination regarding rights in the work within forty- five (45) days after receiving the Committee's recommendations.

For works that are created with extraordinary University assistance, the rights and equities of ownership shall be negotiated and agreed upon in writing by the author(s) or creator(s) of the work and the Office of Research). The Office of Research may agree to:

- (1) assign all rights of ownership to the author or creator;
- (2) assign joint ownership rights, sharing in all income derived from the work;

- (3) negotiate a value of the University's assistance and receive payment of no more than fifty percent of royalties accruing to the author up to the value of the University assistance, in return for sole ownership by the author or creator; or
- (4) any combination of the above that adequately reflects the University's level of support.

Whatever arrangement is negotiated, the author shall grant to the University a royalty-free license under and for the term of the copyrights in the materials for the University's internal use. Net income to the University resulting from Intellectual Property, including copyrights developed by members of the University faculty, will be reinvested in faculty development and administered by the Office of Research.

23.15 COPYRIGHT REVIEW COMMITTEE

The Copyright Review Committee shall be composed of six members. Three members shall be faculty members elected by the Faculty Senate. Three members shall be appointed by the President. The Committee members shall elect a Chair from among themselves. At the time of the initial appointment or election, each member shall be designated as serving either a one-year, two-year, or three-year term, so that the term of one faculty committee member and one administration member will expire each year and a replacement appointment or election will be made each year. After the first appointment, subsequent members shall serve a three-year term, commencing on July 1 and terminating on June 30. Committee members may serve additional three-year terms.

23.16 DISTRIBUTION OF INCOME FROM COPYRIGHTED MATERIAL

- A. Any net revenue deriving from a copyrightable work in which the University shares a copyright under these policies but for which a negotiated agreement does not exist shall be shared between the author(s) and the University according to the following schedule:

NET REVENUE	AUTHOR(S)	UNIVERSITY
Up to \$100,000	50%	50%
\$100,000 to \$1 million	60%	40%
\$1 million to \$5 million	75%	25%
More than \$5 Million	80%	20%

- B. Net income to the University resulting from the copyrighted material developed by members of the University faculty will be reinvested in faculty development and administered by the Office of Research.
- C. Determination of net financial returns as used in this policy shall be made by the Office of Research in accordance with generally accepted accounting principles.

ARTICLE 24

ACADEMIC WORKPLACE ENVIRONMENT

- 24.1 The Administration recognizes the importance of providing academically adequate classrooms, office space, laboratories, studios, computer hardware and software, materials, supplies and equipment, clerical support, library and instructional media services, computer facilities, and

electronic and telecommunication facilities for faculty engaged in undergraduate, graduate and professional instruction, research, and creative activities.

24.2 PROFESSIONAL DEVELOPMENT

Faculty needing funds for professional development may use the following sources:

- A. Faculty who have professional licensure, registration, certification fees and membership costs as a condition of their employment at CSU should consult Article 25 of this Agreement for reimbursement.
- B. Faculty seeking funding for professional travel for conferences and research should consult Article 26 of this agreement.
- C. Faculty seeking funds for equipment, software licenses, publication fees, data sets, and other such miscellaneous expenses should consult with their Dean's office to pursue such funding. Possible funding sources for such requests include external grants, internal grants, start-up funds for new faculty, technology fees, Graduate College support, Office of Research support, and college discretionary funds.

- 24.3 It is a faculty member's responsibility to follow University health and safety policies, which may include the mandatory attendance at health and/or safety-related training sessions. It is the Administration's responsibility to establish and to update University health and safety policies and to inform faculty members of changes in those policies and procedures. It is the Administration's responsibility to develop timely and appropriate health and/or safety-related training sessions for faculty.

The University shall convene a campus-wide Health and Safety Committee. The committee shall be composed of one member and one alternate selected by each of the following constituencies: University Administration, AAUP-LS, CSU-AAUP, Non-Bargaining Unit Professional Staff, SEIU-District 1199, Non-Bargaining Unit Classified Staff, CWA Local 4309 and FOP-OLC. The committee shall be chaired by the Director of Environmental Health and Safety. The committee shall meet every other month, unless otherwise mutually agreed, to review, discuss, and make recommendations, where appropriate, regarding health and/or safety concerns. The committee members shall mutually agree on the date, time, and place of the meetings. At any time, the committee members may mutually agree that there is no need for the committee to meet or that more frequent meetings are necessary.

ARTICLE 25

REIMBURSABLE EXPENSES

- 25.1 The University shall pay the cost of obtaining or renewing any license, registration or certification (excluding travel expenses and the completion of terminal degrees) that an employee must hold as a condition of employment at the University. The University shall also pay the membership costs for professional associations an employee is required to join in order for the University to maintain accreditation as deemed necessary by the University. Courses/programs that are taken/attended to meet certification, licensure or registration requirements as a condition of employment at the University shall be reimbursed by the University unless the same or a substantially similar course/program is offered at CSU at no cost to the faculty member within the applicable reporting cycle.

- 25.2 In addition to the above, the University shall pay for membership in the American Bar Association for each faculty member.

ARTICLE 26

PROFESSIONAL DEVELOPMENT FUND

- 26.1 There shall be a professional development fund available to reimburse faculty for preapproved professional development and resources.
- 26.2 Professional development activities include but are not limited to:
- A. Attending professional conferences and meetings;
 - B. Attending programs involving faculty development;
 - C. Conducting research and other scholarly activities away from campus;
 - D. Conducting official university business; and
 - E. Improving scholarship, teaching and/or service in pursuit of the goals of the University.
- 26.3 Professional development resources include but are not limited to: University-approved software or hardware, books, journals, and research equipment and supplies. Subject to University policies, this fund may be used to replace hardware more frequently than the usual scheduled replacement cycle or to upgrade existing hardware.
- 26.4 Effective at the beginning of the 2022-2023 Academic Year the University shall fund a non-cumulative annual pool of an amount that is at least \$22,000 for professional development activities and resources by bargaining unit members, subject to the following guidelines:
- A. The fund will be allocated such that at least 20% of the fund will be used to reimburse professional development resources and at least 60% of the fund will be used to reimburse professional development activities.
 - B. Applicants for such funding will use the appropriate University form and include relevant supplementary information and direct such requests to the Associate Dean for Academic Enrichment, who will review the requests in tandem with the Faculty Affairs Committee. In general, such requests should conform to two application cycles, one in each semester of each academic year.
 - C. Applications for international travel must be approved at the Provost level.
 - D. Applications for travel to conferences at which the faculty member will be moderating a panel or presenting will be given funding priority-
 - E. It is the responsibility of the Associate Dean for Academic Enrichment to ensure that the professional development funds will be used appropriately.

- F. A request for reimbursement shall be supported by original sales slips, invoices or receipts, and shall be submitted on the proper university form. Faculty shall comply with all university rules and regulations in regards to reimbursement.
- G. By September 1 of each year, the Office of the Provost will provide an accounting to the AAUP-LS of how these professional development funds have been spent in the previous fiscal year.

ARTICLE 27

PAY DAYS, PAYCHECKS, AND PAYROLL PROCEDURES

- 27.1 Faculty members on nine- or ten- month contracts or renewal notices may elect to be paid over nine months or ten months, respectively, or over 12 months. Faculty members will have their paycheck deposited directly into a bank or credit union account. The CSU Administration reserves the right to implement a unified university-wide payroll system in which all employees of the University would be paid on a bi-weekly basis.
- 27.2 The Administration shall cooperate with faculty members who choose to participate in a tax-sheltered annuity option plan by making a payroll deduction from each appropriate paycheck and making the payment to the approved annuity carrier selected by the faculty member. Faculty members may select any of the approved qualified companies offering these plans and may change companies at their own discretion, subject to the rules and regulations of the carriers, the University, and the Internal Revenue Code.
- 27.3 The Administration shall continue to pick up the STRS or PERS contribution for each faculty member on a pre-tax basis.
- 27.4 The University will facilitate purchase of eligible past service credit through payroll deduction for STRS or PERS on either an after-tax or pre-tax basis, according to the faculty member's election, and subject to the rules of STRS or PERS and the Internal Revenue Code.

ARTICLE 28

PERSONNEL FILES

- 28.1 All personnel documents maintained by the University are public records under the Ohio Public Records Act. The Official Personnel File for each full-time faculty member shall be maintained in the Provost's Office. Faculty members will have access to their Official Personnel File upon making a written request to the Provost two (2) working days in advance of the time they wish to inspect the file.
- 28.2 Upon written request to the Provost, any member of the bargaining unit shall be given, at no cost to the member, a copy of any item(s) contained within that member's Official Personnel File within three (3) working days.
- 28.3 Upon written request to the Provost, any member of the bargaining unit shall be permitted to attach a written response to any item(s) in the member's Official Personnel File. This written response shall be stapled to the item(s) designated by the faculty member and shall become a part of the File.

- 28.4 No anonymous letters of commendation or complaint shall be placed or maintained in any faculty member's Official Personnel File at any time.
- 28.5 Notice requirements of this section do not apply to the University administrators who have access to Official Personnel Files as part of their duties. Other requests to view a faculty member's Official Personnel File must be made in writing unless otherwise permitted by law. A faculty member whose file has been requested by a third party shall be notified of the request unless precluded by law or court order. The request for access shall not be complied with until after the notification has been given to the faculty member whose File has been requested unless precluded by law or court order. A member of the Provost's office or the Human Resources office shall be present whenever a File is being examined by any person outside the University administration.
- 28.6 Location: The Official Personnel File for each full-time faculty member shall be maintained in the Provost's Office. College files for individual faculty needed to carry out the day-to-day administrative functions of the College may be kept in the offices of the Dean of the Law College. Upon written request to the Dean, as appropriate, faculty members shall have access at reasonable times to their College files, and copies thereof.
- 28.7 Contents: The Official Personnel File for each faculty member will contain only the following, if applicable:
- A. Letter of application and all materials requested or received by the University from persons other than the applicant in connection with the faculty member's original employment, including official academic transcripts;
 - B. Letter of appointment and faculty member's contracts;
 - C. Documents relating to tenure and promotion in rank assembled in accordance with University regulations, practices and policies or the terms of Articles 12 and 13.
 - D. Documents pertaining to salary recommendations;
 - E. Documents pertaining to the faculty member's professional activities and accomplishments, including letters of commendation;
 - F. Reports of outside employment as specified in Article 22;
 - G. Formal evaluations of the faculty member's professional performance or activities;
 - H. Professional leave reports as specified in Article 20;
 - I. Information pertaining to complaints against faculty members after all steps of the internal procedure for their resolution have been exhausted;
 - J. Information pertaining to professional misconduct after all steps of the internal procedure for handling professional misconduct issues have been exhausted;
 - K. Disciplinary records; and
 - L. Information pertaining to terminations.
- 28.8 Grievance files: Only the final written resolution of any grievance pursuant to Article 9 filed by a faculty member shall be included within the Official Personnel File of the faculty member.

- 28.9 Other files: Nothing in this policy precludes the maintenance and retention of individual information dealing with routine matters including but not limited to payroll records, fringe benefits, worker's compensation records, medical information, leaves of absence, I-9 and citizenship status records.

ARTICLE 29

DISCLOSURE OF INFORMATION

- 29.1 The Provost shall, upon written request, as promptly as possible, make available to AAUP-LS such statistics and financial information as are necessary for the implementation of the Agreement.
- 29.2 By October 1 of each year, the Administration shall provide AAUP-LS with an updated list of each member of the bargaining unit, along with each member's rank, base salary, department, years in rank, tenure status, gender, phone extension and home mailing address.
- A. Upon mailing an appointment letter to a new full-time faculty member, a copy of that letter shall be sent simultaneously to AAUP-LS. The letter shall include name, home mailing address, rank, base salary, the effective date and length of the appointment, and the text of Article 14. B from this Agreement.
- B. By October 31, January 31, April 30 and July 31 each year, the Administration shall provide a listing of the following changes, if any, to the bargaining unit during the previous three months: new hires, terminations, retirements, resignations, deaths, movement out of the unit into administrative positions and movement into the bargaining unit from administrative positions. The listing shall also contain each affected bargaining unit member's name, title, department, base salary, tenure status, rank, home mailing address and telephone number.
- 29.3 The Administration shall provide AAUP-LS with one copy of the agenda and materials for all Board of Trustees meetings and Board committee meetings when they are distributed to other Board members. After minutes are approved, they shall be made available on the Board's website.
- 29.4 The Administration shall provide AAUP-LS with a copy of the audited Annual Financial Report immediately upon release.
- 29.5 By October 1 of each year the Administration shall provide the AAUP-LS a list of all full-time, non-student College of Law employees as of September 1 indicating each individual's title, department, and annual salary.
- 29.6 Each semester, the CSU Administration shall collect and share data with the AAUP-LS on the number and proportion of course sections and student credit hours taught at the College of Law by tenure-track faculty, by tenured faculty, by clinical faculty, by legal writing faculty, by part-time/adjunct faculty, by visiting faculty, by retired faculty teaching on part-time contracts, and by non-CSU employees. Non-publicly available data shall be provided to the AAUP-LS upon request by the end of each semester.

ARTICLE 30

LEGAL PROTECTION

30.1 The Administration/Board of Trustees shall provide legal representation to any members of the bargaining unit who are defendants in civil actions arising out of their employment, at their request, subject to the approval of the Ohio Attorney General and in accordance with Ohio Revised Code Sections 109.361 and 109.362. The Administration/Board of Trustees shall also indemnify and hold harmless any member of the bargaining unit as a result of any judgment, other than a judgment for punitive or exemplary damages or as otherwise prohibited in Ohio Revised Code Section 9.87.

ARTICLE 31

CHAPTER RIGHTS

The AAUP-LS shall be permitted reasonable use, to the extent permitted by law, of University facilities, services and publications on the same basis and at the same cost as other recognized campus organizations.

Office space shall be provided at a mutually-agreed-upon space, at no cost to the chapter beyond telecommunication charges incurred by the chapter. A secured bulletin board for the AAUP-LS shall be provided in the faculty mailbox room. Phone mail with space for five messages shall continue to be provided on the Chapter's campus extension line.

Effective with the 2021-2022 academic year, the AAUP-LS shall be allowed up to six (6) semester credit hours of released time per academic year to be assigned to its officers. In the academic year in which the negotiations for a successor agreement commence, the released time allowed shall be increased to twelve (12) semester credit hours. Effective with the 2022-2023 academic year, the AAUP-LS shall be allowed up to twenty-seven (27) semester credit hours of released time for AAUP-LS representatives (Officers, Executive Committee Members, Negotiating Team Members, and Bargaining Council Members) every three-year period, to be assigned by the Executive Committee of the AAUP-LS. The AAUP-LS shall purchase released time at the rate of \$1,450 per semester credit hour. The AAUP-LS may not buy out more than half the assigned entire teaching workload assignment of any faculty member in any academic year.

The AAUP-LS shall remit these payments to the Provost's Office no later than August 15 for the Fall semester and December 31 for the Spring semester. In addition, the AAUP-LS shall notify the Provost's Office, with a copy to the Dean, of the names of the elected officers of the AAUP-LS and recipients of released time no later than June 1 for the fall semester and October 1 for the spring semester. However, in the event that a representative position using released time becomes vacant for reasons beyond the control of the AAUP-LS or a new officer is appointed (e.g., a Chief Negotiator), this notice requirement shall be waived.

At no cost to the AAUP-LS, the Chapter will be provided with: an E-mail account, a link for maintaining a web page accessible on the World-wide Web, a cable connection to the University computer network, and a listing of AAUP-LS Chapter office telephone numbers in the University's white pages entry with the name: "Am. Assoc. of Univ. Prof.—Law School Chapter."

The University shall recognize service to local, state, and national AAUP as professional service, except for service that exercises the release time provisions above and service on the chapter's negotiating committee.

ARTICLE 32

DISTANCE EDUCATION

32.1 **Definition.** Distance education is defined as a formal educational process in which the instruction occurs when student and instructor are not in the same place. Instruction may be synchronous or asynchronous. Distance education may employ audio, video, or computer technologies. The initiative for distance education courses/programs may come from either the faculty or the administration, but the actual development of such courses/programs will be mutually agreed between the faculty members(s) and the Dean.

32.2 **Academic Freedom and Control of the Curriculum**

- A. Academic freedom applies to both distance education and traditional classroom instruction, as guaranteed in Article 10.
- B. Methods of instruction and course materials are under the control of the faculty member(s) assigned to develop and/or teach the distance education course. For team-taught or interdisciplinary courses, the faculty involved should share this responsibility. Oversight by the faculty member's colleagues within the department or program shall be subject to the usual norms and responsibilities of supervision and oversight associated with the functions of the department or program.
- C. Distance education courses (or modifications thereto) shall comply with all of the standard practices, procedures, and criteria which have been established for traditional courses including, but not limited to, faculty involvement at the level of course development and approval, selection of qualified faculty to teach the course, pedagogical determinations about appropriate class size, and oversight of all final course offerings by the appropriate faculty committee to ensure conformity with previously established traditions of course quality and relevance to programs. Occasional adjustments (e.g. to office hour procedures) may be necessary in order to fulfill the intent of standard practices and procedures. In such cases, any adjustments shall require approval by the Dean or the Dean's designee.

32.3 **Intellectual Property**

- A. If the University provides extraordinary assistance as defined in Article 23 of this contract in the creation of distance education materials, the materials created shall be considered University-supported work.
- B. If the University-supported distance education materials are subsequently externally marketed, it is understood that the creator(s) and the University will share in any net revenue, based on an agreed-upon revenue sharing arrangement, with no restrictions on the use of such revenue.
- C. The University may use such University-supported distance education materials for non-commercial educational purposes. Faculty shall retain all intellectual property rights to distance education materials created in the absence of a written agreement confirming that such materials are University-supported work. Faculty who create distance education materials in the absence of extraordinary assistance shall not be required to grant permission to the University for the use of such materials.

- D. Such University-supported distance education materials shall not be used in circumstances that compete with Cleveland State University without the prior written consent of their creator(s) and Cleveland State University.

32.4 Workload and Compensation

- A. **Class Size.** Determination of class size for a distance education class should comply with the standard practices, procedures, and criteria of the University, including the level of support (e.g., graduate assistants) that could be made available to faculty engaged in distance education.
- B. **Preparation.** Faculty who agree to perform the initial development of a distance learning course or who agree to revise extensively a course for distance education delivery shall be entitled to appropriate compensation, to be consistent with University policy. If such compensation rises to the level of extraordinary assistance as defined in Article 23, this shall be agreed upon in writing in advance among the faculty member, the Dean and/or the Dean's designee. Acceptance of compensation which does not rise to the level of extraordinary assistance as defined in Article 23 constitutes an understanding that at least three additional sections of the course will be offered in an appropriate sequence over the next several years; the faculty member will serve as instructor or will train other faculty to teach the course. Possible forms of compensation, which, without prior written agreement, do not rise to the level of extraordinary assistance as defined in Article 23, include the following:
 - (1) an appropriate reduction in teaching workload assignment in an academic term or terms as agreed upon by the faculty member and the administration;
 - (2) an appropriate one-time cash payment in the form of a course development grant, if such grants are available (to be paid upon completion of the development of the course).
- C. **Travel Reimbursement.** Faculty shall be entitled to travel reimbursement for travel directly and necessarily related to the distance education assignment in accordance with applicable University guidelines. Travel reimbursement shall be agreed to by the faculty member and the Dean prior to the faculty member's beginning to develop or to teach a distance education course.

32.5 Support Services. During both development and delivery of distance education coursework, the University shall ensure that appropriate technology, software, equipment, and personnel are identified and in place and shall provide appropriate training for faculty members, consistent with the need of the faculty member and the availability of University resources and services for that purpose.

32.6 Academic Responsibilities. A teaching workload assignment comprising distance learning instruction does not exempt faculty from the academic responsibilities delineated in Article 11.3 of the Collective Bargaining Agreement.

32.7 This Article shall be interpreted as consistent with ABA Standard 306.

ARTICLE 33

ADHERENCE TO LAW

- 33.1 The Administration, the AAUP-LS, and each bargaining unit member are obligated, as part of this Agreement, to obey all federal, state and local laws in the discharge of duties and exercise of rights specified in this Agreement.

ARTICLE 34

SAVINGS PROVISION

- 34.1 If any provision of this Agreement conflicts with the provision of any applicable federal or state statute, or Executive Order having the effect of law, now in force or hereafter enacted, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Administration and the Association will meet within thirty (30) days after the conflict in law/statute is brought to the formal attention of the parties, for the purpose of negotiating new language in that provision which will meet their requirements and that of the law.

ARTICLE 35

DUES & MEMBERSHIP INFORMATION

- 35.1 The Administration will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the AAUP-LS from the pay of AAUP members after receipt from the AAUP-LS of a signed membership card which is executed by the member for that purpose and bears the member's signature or e-signature ("Membership Card").
- 35.2 All authorized deductions will be made from the member's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the AAUP-LS no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt the AAUP-LS shall assume full responsibility for the disposition of all funds deducted. The AAUP-LS shall furnish the name, title, and address of the authorized person or organization to whom the authorized deductions shall be sent by the Administration.

The Administration's obligation to make deductions shall terminate automatically upon the termination of the member's employment or the transfer of the employee to an appointment outside the bargaining unit. A member who wishes to withdraw from membership may do so by submitting a withdrawal card to the AAUP-LS via the U.S. Postal Service that is postmarked between May 16 and June 16 ("Withdrawal Card").

The AAUP-LS shall forward Membership and Withdrawal Cards to the Administration's Payroll office ("Payroll Office") in a timely manner. Membership and Withdrawal Cards shall be processed as soon as practicable and take effect no later than the first payroll of the second month following receipt.

- 35.3 Membership Cards shall be treated as confidential records and kept in a secured location within the Payroll Office that is accessible only to Payroll Office staff who process deductions from payroll. The Payroll Office shall not share any information regarding the identity of AAUP-LS members with the CSU Academic Administration. For purposes of this Article 35, the CSU Academic

Administration includes but is not limited to the Office of the Provost, the Office of the University President, and the Offices of the Deans in any College or School. If a CSU department outside of the CSU Academic Administration (e.g., Audit, Compliance, General Counsel, Human Resources) requests access to Membership Cards or membership information from the Payroll Office for a specific operational need, the Payroll Office shall notify the AAUP-LS of the request prior to granting access. When access is granted, the Payroll Office shall notify the department and the relevant employees of the confidential nature of the information and that the information cannot be shared or disclosed beyond the immediately authorized operational need.

- 35.4 The parties acknowledge that the University is subject to the Ohio Public Records Act, Ohio Revised Code §149.43 et. seq., and that any record kept by the University that is deemed to be a public record is subject to release if a proper request is made. In the event that the University receives a request for Membership Cards or membership information contained therein, the Administration shall promptly notify the AAUP-LS in writing of the request and the AAUP-LS may, at its sole cost and expense, seek a protective order or take other appropriate legal action to avoid disclosure of the Membership Cards or information contained therein. If the adjudicating authority denies a protective order or other legal remedy after a timely application for relief, or, if the AAUP-LS declines to seek a protective order or initiate legal action, the University may disclose the records as required by law.
- 35.5 Disputes between the Administration and the AAUP-LS arising under this Article shall be referred to the Contract Implementation Committee for resolution. If the Contract Implementation Committee cannot agree on a resolution to the dispute, the AAUP-LS may file a grievance under Article 9 of this Agreement.
- 35.6 The University and AAUP-LS agree that if any legal challenge is made to the terms of this Article by a third party, then the University agrees that it will fully cooperate with the AAUP-LS in such litigation upon approval of the Ohio Attorney General's office, within the bounds of the law.
- 35.7 If *Janus v. AFSCME*, 138 S. Ct. 2448 (2018) is overturned and fair share fees are again permitted, the Parties agree to refer the process for collecting fair share fees to the contract Implementation Committee for resolution.

ARTICLE 36

NO STRIKE/NO LOCKOUT

- 36.1 The Administration and the AAUP-LS subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the University programs and operations.
- 36.2 The AAUP-LS and its officials agree that so long as this agreement is in effect, they shall not call, engage in or assist in any way any strike, sympathy strike, slowdown, stoppage of work, concerted effort not to meet classes, boycott, or any other concerted act that interferes with the normal operation of the University.
- 36.3 No member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, stoppage of work, concerted effort not to meet classes, boycott, or any other concerted act that interferes with the normal operation of the University.
- 36.4 During the term of this Agreement, there shall be no lockout of members of the bargaining unit by the Administration.

- 36.5 Any violation of the foregoing will be just cause for disciplinary action in accordance with Article 8 of this Agreement.
- 36.6 The AAUP-LS shall inform all members of the bargaining unit concerning their obligations under the provisions of this Article, and the necessity of complying with those obligations, and shall further inform members of the bargaining unit that the AAUP-LS does not sanction or approve of noncompliance with the provisions of this Article.

ARTICLE 37

ENTIRE AGREEMENT

- 37.1 The parties acknowledge that each had the full right to make proposals with respect to any subject, and that, after exercising that right, all the parties' understandings are set forth in this Agreement. The terms of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- 37.2 Notwithstanding Article 37.1 above, during the term of this Agreement, either party may request that any matter relating to the contents of this Agreement be scheduled for discussion between the parties. While each party agrees to meet at reasonable times to discuss any such matter raised by the other party, it is expressly understood and agreed that neither party is under any obligation to negotiate and/or agree upon any change, modification or supplement to this Agreement during the term hereof.
- 37.3 To facilitate the implementation of this Agreement and to assure a continuing dialogue on matters of mutual concern, the parties accept the concept of periodic meetings of a Contract Implementation Committee (CIC) consisting of up to three (3) members each, appointed by each party. Each party will appoint one member as co-Chair. Either party may request that a meeting be held to discuss implementation or problems arising under this Agreement. This meeting shall be held as quickly as is convenient following such request. Decisions shall remain in force unless subsequently modified by the CIC or a subsequent agreement. The Contract Implementation Committee will meet at a minimum of once at the outset of each academic year.
- 37.4 The AAUP-LS and the University administration are committed to regular, open dialogue. The Provost or Provost's designee will meet at least once a semester during the academic year with AAUP-LS leaders to discuss issues of mutual concern and interest.
- 37.5 The Administration shall not be obligated to continue any practice, policy, pronouncement or benefit and the continuation or modification of any such practice, policy, pronouncement or benefit shall not be considered as creating an obligation to continue that or any other practice, policy, pronouncement or benefit.

ARTICLE 38

DURATION

- 38.1 This Agreement shall be effective August 16, 2021 through August 15, 2024. The Parties agree to commence negotiations thereafter for a successor agreement no later than March, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CLEVELAND STATE UNIVERSITY

AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS - CSU CHAPTER – CLEVELAND-
MARSHALL COLLEGE OF LAW

By: 

Harlan M. Sands
President

By: 

Carole Heyward
President, AAUP-LS

By: 
Cheryl Bracken
Chief Negotiator

By: 
Kenneth Kowalski
Chief Negotiator

DATE: 4-11-22

APPENDIX 1

Memorandum of Understanding (MOU)

Memorandum of Understanding 1

The parties hereby agree, that prior to the expiration of the contract, the CSU-AAUP and the Office of the Provost will form a task force, with an equal representation of members selected by each, to study and develop recommendations regarding a revised computer replacement policy for faculty. The recommendations will address changes in technology, varying needs of faculty and budgetary limitations.

APPENDIX 2

Basic Life Insurance Plan Summary

Premium	Paid by Employer
	Eligibility All regular full-time employees working at least 40 hours per week for the Employer or working a full-time faculty workload with an appointment of six months or longer
Coverage begins	First day of employment
	Basic Term Insurance Effective January 1, 2008, an amount equal to 200% of eligible base earnings (excludes overtime, bonuses, etc.) rounded to the next highest \$1,000 of benefit to a maximum benefit of \$150,000
Accidental Death/Dismemberment	Effective January 1, 2008, an amount equal to 200% of eligible base earnings (rounded to the next highest \$1,000 of benefit) to a maximum benefit of \$150,000
Repatriation Benefit	Up to \$10,000 for repatriation for accidental loss of life Family Transportation Benefit Up to \$5,000 for transportation and lodging for immediate family members for situations that result in accidental loss of life
Business Travel Accident	An amount equal to two times the AD&D benefit (maximum \$100,000) for accidental loss of life while traveling on University business

Optional/ Spouse Life Insurance Plan Summary

All regular full-time employees working at least 40 hours per week for the Employer or working a full-time faculty workload with an appointment of six months or longer.

Premium paid by Employee; Age-based rate schedule.

Employee Optional Insurance: Effective January 1, 2008, ability to purchase up to \$500,000 in coverage; Guaranteed Issue is \$ 200,000 if applied for within 31 days of full-time hire.

Spouse Optional Insurance: Effective January 1, 2008, ability to purchase up to \$250,000; Guaranteed Issue: \$100,000 if applied for within 31 days of employee's full-time hire date. Coverage must be 50% of Employee Optional coverage (i.e., if spouse elects \$100,000 employee must elect at least \$200,000 in coverage)

All benefits are subject to the terms, conditions and limitations set forth in the plan documents and certificates. If there is any discrepancy between the information presented here and the official plan documents and certificates, the plan documents and certificates will govern.

APPENDIX 3

Academic Freedom and Free Speech

For more information on Academic Freedom and Free Speech Policies at Cleveland State University, please see section 3344-11-05 (Academic Freedom) in the Faculty Personnel Policies, accessible online at <http://www.csuohio.edu/compliance/faculty-personnel-policies>.

APPENDIX 4

Miscellaneous Faculty Personnel Policies

For information on personnel policies regarding issues outside of this agreement, faculty should consult the Faculty Personnel Policies (aka “The Greenbook”), available at the Office of Compliance website:

<http://www.csuohio.edu/compliance/faculty-personnel-policies>

APPENDIX 5

Memorandum of Understanding (MOU) 2

This Memorandum of Understanding is made between Cleveland State University and the AAUP-CSU and AAUP-LS Chapters. The parties agree as follows:

A collaborative committee composed of an equal number of faculty appointed by the CSU-AAUP and AAUP-LS (jointly) and academic administrators appointed by the Administration shall review the University-wide standards and procedures for reappointment, promotion and tenure. The committee may recommend revisions/additions to the current standards and procedures, including but not limited to the impact of the COVID-19 pandemic.

1. The committee shall submit its recommendations to the Provost and the CSU-AAUP and AAUP-LS on or before February 1, 2023.
2. The Provost and the CSU-AAUP and AAUP-LS shall meet to discuss the recommendations of the committee.

APPENDIX 6

SIDE LETTER

Summer school teaching salary is not covered by the Collective Bargaining Agreement between CSU and AAUP-LS dated August 16, 2017 through August 15, 2020 and is not subject to the Grievance Procedure in Article 9. Nothing in that Agreement alters the discretion of the administration to change summer school teaching salary rates. Further, summer school teaching salary is not subject to re-open by the AAUP-LS during the term of that Agreement.