Collective Bargaining Agreement

Effective August 23, 2005

Kent State University
And
The Tenure-Track Unit of the
American Association of University Professors,
Kent State Chapter

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Preamble

THIS AGREEMENT is made and entered into this 23rd day of August 2005, effective as of the 23rd day of August 2005, by and between KENT STATE UNIVERSITY (hereinafter called the "University") and the Tenure-Track Unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereinafter called the "Association").

Intent and Purpose

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

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

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

ARTICLE I
Definitions

Section 1. Whenever the following terms are used in this Agreement, they shall be defined as set forth in this Article, except when the context indicates a different intent.

A. *"Agreement"* -- this collective bargaining agreement as entered into by the University and the Association.

B. *"Academic Unit"* -- the entity in which faculty hold academic status and their primary appointment. Currently, these include units identified as departments, schools and the University Libraries and Media Services.

C. *"Association"* – the Kent State Chapter of the American Association of University Professors (AAUP-KSU).

D. *"Chair"* -- the academic administrator of an academic unit.

E. *"Continuing Faculty/member of bargaining unit"* -- a Faculty member (member of the bargaining unit) who also was employed as a member of the bargaining unit in the immediately preceding academic year; as distinct from a new hire or a (term or part-time) faculty member or administrator with faculty rank who becomes a member of the bargaining unit for the first time effective with, or during, the referenced academic year.

F. *"Days"* -- calendar days.

G. *"Faculty"*, *"members of the Faculty"*, and *"Faculty members"* -- full-time faculty of academic rank who hold tenured or tenure-track appointments at the University and who, therefore, are members of the bargaining unit as defined in Article II of this Agreement.

H. *"Kent State University"* -- a state university as defined in Ohio Revised Code, Section 3345.011, located in Kent, Ohio and including the following regional campuses: Ashtabula Regional Campus, Geauga Regional Campus, East Liverpool Regional Campus, Salem Regional Campus, Stark Regional Campus, Trumbull Regional Campus and Tuscarawas Regional Campus.

I. *"Regional Campus"* -- a campus of the University other than the Kent Campus where resident Faculty assigned to the campus have rights and responsibilities in addition to those to the academic unit of their academic discipline or program.

J. *"Regular Academic Year"* -- the period covered by regular faculty employment contracts from the beginning of the fall semester and continuing through the completion of the spring semester, not including the summer or intersession referenced in Article IX of this Agreement.

K. *"University"* -- as utilized in this Agreement, refers to the Executive Officers and designated Administrative Officers of Kent State University authorized by the Board of Trustees to exercise the rights and discharge the responsibilities of Kent State University in accordance with Chapter 4117 of the Ohio Revised Code, pertaining to federal and state statutes and regulations, and the terms of this Agreement.

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

A. It is understood that all gender-based references in this Agreement refer to both sexes and that the singular shall include the plural whenever applicable.

B. Headings and captions are used in this Agreement for the purposes of convenience only and do not carry any substantive meaning.

ARTICLE II
Recognition and Dues Deduction

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

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

1. President (including Acting and Interim)

2. Provost (including Vice, Associate, Assistant and Acting)

3. Vice Presidents (including Associate, Assistant and Acting)

4. Executive Dean for Regional Campuses, Chief Academic Officer for Regional Campuses (including Associate, Assistant and Acting)

5. Deans and Directors of Libraries (including Associate, Assistant and Acting)

6. Academic Unit Chairpersons and School Directors* (including Acting and Interim)

7. Administrative Directors and Supervisors (including Associate, Assistant and Acting); Major Academic Program Directors and supervisors (including Associate, Assistant and Acting); Regional Campus Deans (including Associate, Assistant and Acting)

8. Adjunct, Part-time, Temporary and Visiting Faculty

9. Teaching Fellows, Graduate Assistants, Research Assistants and Fellows, and University Fellows

10. Administrative and Professional Contract Employees

11. Military Personnel

12. Full Service Athletic Coaches Without Earned Faculty Rank

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

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*Hereinafter singularly designated as Departmental Chairperson and the academic unit as Department.

Section 3. The University will deduct regular monthly dues, as well as initiation fees and assessments, if any, in amounts specified by the Association from the pay of members of the Faculty upon receipt of individually signed authorizations on a form which has been agreed upon by the University and the Association. If a Representation Fee is in effect, Association members may revoke membership in the Association and begin paying the Representation Fee as described in Article XIV Section 7 by serving written notice on the Association and the University Payroll Office no later than thirty (30) business days prior to the anniversary date of the Faculty member's membership authorization. The deduction of a Representation Fee from the payroll checks of members of the bargaining unit and its payment to the Association shall be automatic and will not require the authorization of the Faculty member.

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

Section 4. The University's obligation to make deductions for membership dues shall terminate automatically upon thirty (30) days' written notice of revocation of authorization to the Association or upon termination of employment. Immediately upon revocation of membership in the Association, the University shall begin deduction of a Representation Fee from the payroll check of the bargaining unit member until that bargaining unit member either executes a membership authorization form or upon termination of employment.

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

ARTICLE III
Management Rights

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

ARTICLE IV
Academic Freedom and Professional Responsibility

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

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

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

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

ARTICLE V
Nondiscrimination

Section 1. Equal Opportunity.

The parties affirm their belief in the moral and legal principles supporting a University environment free of decisions and judgments based on race, color, religion, sex, age, disability, national origin, sexual orientation, or identity as a disabled veteran or veteran of the Vietnam era. The University must remain a place where there exists the right freely to inquire, teach, discuss, publish, and disseminate the results of inquiry. To these ends, the parties support and pledge themselves to abide by the concepts of non-discrimination and academic freedom.

Section 2. Prohibition against Unlawful Harassment.

The University and the Association mutually recognize the deleterious effect that sexual harassment or other unlawful harassment has on the University's educational and professional environment. The University and the Association are committed to maintaining a University environment free of unlawful sexual harassment or unlawful harassment based on race, color, religion, sex, age, sexual orientation, national origin, disability, or identity as a disabled veteran or veteran of the Vietnam era.

ARTICLE VI
Governance

Section 1. Open Communications and Faculty Governance

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

A. The Association inform the University of Faculty or Association concerns.

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

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

Section 2. Faculty Involvement in University Governance

A. It is recognized that members of the Faculty are uniquely qualified to participate in the governance of the University, particularly with respect to academic matters. It is also recognized that Faculty members acting in concert with other constituencies within Kent State University can provide valuable contributions to all levels of the University administration. Accordingly, it is hereby declared to be the policy of the University and of the Association to cooperate in providing to members of the Faculty meaningful advisory and recommendatory participation in the governance of the University.

B. During the term of this Agreement the procedures and committees hereinafter set forth shall be maintained as the minimum apparatus for providing Faculty participation in academic affairs of the University. However, the following apparatus is not exclusive, as it is further recognized that Faculty participation in the governance of Kent State University will also be provided through a variety of standing and/or ad hoc bodies as presently existing or as hereafter modified, terminated, or created by the Board of Trustees, the administration, and/or the Faculty, as the case may be.

Section 3. Faculty Participation in Departmental Governance.

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

The tenure track Faculty of each department shall decide whether and the extent to which full-time non-tenure track faculty members shall be represented on the Faculty Advisory Committee. Departments with five or more full-time non-tenure track faculty are especially encouraged to elect at least one representative of the full-time, non-tenure track faculty to the FAC. In no case shall full-time non-tenure track faculty members constitute a majority of the members of the Faculty Advisory Committee. If a department elects to include non-tenure track faculty as members of the Faculty Advisory Committee, these members shall not participate in personnel decisions regarding tenure-track Faculty members, including but not limited to appointment, reappointment, tenure, promotion, merit, or sanctions. This provision does not prohibit units from including non-tenure track faculty members on search committees.

A representative (or representatives in such number as established by the college handbook) to the College Advisory Committee (CAC) shall be elected from and by the departmental FAC. Representatives to the CACs shall be tenured Faculty members. For departments which are required to elect more than one representative to the CAC, this requirement is satisfied if at least one of the elected departmental representatives is tenured.

B. The entire Faculty of the department, acting on its own behalf and/or through the FAC adopted and empowered in accordance with the preceding paragraph, shall be the primary advisory and recommendatory body to the Departmental Chairperson on those academic matters which are central to the department's mission which include, but are not necessarily limited to, the following:

- issues concerning reappointment, tenure, promotion and dismissal;
- appointment of new faculty, including issues of rank and salary parameters;
- review of full-time non-tenure track faculty;
- allocation or re-allocation of faculty positions and academic staff positions including new and vacant positions;
- program development, restructuring, and/or discontinuance;
- evaluations relating to faculty salary increases and other salary adjustments, when and if applicable;
- departmental planning and budget priorities, including review of requests for new funding and allocation of discretionary resources;
- selection and structure of committees, including search committees;
- issues related to teaching assignments and class schedules including appropriate application of workload equivalencies;
- Faculty professional improvement, research and other leaves;
- procedures for the establishment, review and appropriate revision of the academic unit handbook;
- issues related to the advising and retention of students;
- insuring that instructional standards are followed; and
- insuring that class and other duties of Faculty members are met.

The above duties may be delegated to other departmental committees of which tenure track Faculty shall constitute a majority, either by departmental handbook provision or by specific recorded action of the full departmental Faculty or of the FAC.

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

variety of other standing and/or ad hoc committees relating to the above listed and other academic matters including, but not limited to, the established Curriculum Committee. In addition, at least once per semester, the Chairperson will call a meeting of all Faculty of the department for the purpose of keeping them informed on matters of departmental business, to facilitate the election of representatives to the FAC and other appropriate committees, and to transact other appropriate business.

C. It is recognized in this Agreement that while the Chairperson is the chief administrative officer of the department and thus directly accountable to the Dean, the Chairperson or his/her equivalent is in a unique position in the collegial community in that he/she is also accountable to the Faculty members of the Department for which he/she is Chairperson. As such, he/she is responsible for recording, maintaining, and implementing the policies and procedures contained in the departmental handbook which is to be developed and implemented after full consultation with the departmental Faculty. He/she is responsible for insuring that such policies and procedures are in conformity with the University Policy Register, collegial rules and regulations, the rules of the Office of the Provost and implementing regulations, and the terms and conditions of this Agreement.

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

Given the dual nature of the relationship, it is particularly important that the Academic Unit Chairperson be sensitive to the interests, perspectives and preferences of the Academic Unit Faculty in the conduct of the unit's affairs, in conducting and setting agendas for meetings of the unit and its FAC, and in representing the unit's perspectives and interests, as well as his/her own administrative perspectives and judgments, in dealings and relationships external to the unit. Therefore, in fulfilling the obligations and responsibilities set forth in this Section, the Chairperson will consult with the interested members of the FAC to the end that the agenda for each meeting of the FAC shall include all matters of departmental business deemed important by the Chairperson and the FAC. While the Chairperson shall call meetings of the FAC for purposes of transacting departmental business, he/she shall take into consideration requests of any member of the FAC for a meeting and shall call a meeting any time at least one-half of the members of the FAC request that a meeting be called. While the Chairperson shall have the obligation of chairing meetings of the FAC called to transact departmental business, he/she shall do so in a way to assure that all matters on the agenda, including those placed there by members of the FAC, are adequately discussed, and that appropriate action is taken.

The elected Faculty representative referenced in the preceding Section 3.A may also call, set agendas for, and chair meetings of the FAC, but it is understood that no business of the department may be transacted or represented as having been transacted at such meetings, although matters of concern to the Faculty may be discussed and added to the agenda of the next regular meeting of the FAC. Whenever a peer review involving any sanctions for cause under Article VIII of this Agreement is being carried out, the Departmental Chairperson shall

temporarily turn over chairing of the department FAC meeting to the above-referenced elected Faculty representative.

Section 4. Faculty Participation in Collegial Governance

A. It is agreed that a College Advisory Committee (CAC) composed of the elected representatives of each departmental FAC shall be established for each college within the University. The CAC shall act as an advisory and recommendatory committee to the Dean on all academic matters which are above referenced with respect to the departmental FAC and which include, but are not necessarily limited to, the following:

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

The above duties may be delegated to the curriculum committee or other standing committees, either by provision of the college handbook or by recorded action of the CAC.

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

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

B. Independent schools and colleges (currently, the School of Technology, and Faculty within the University Libraries and Media Services, the College of Architecture, and the College of Nursing) do not have subordinate academic departments or colleges through which they report to the University-wide administrative level and, therefore, only one faculty advisory body. The Faculty of each such independent academic unit shall elect a School Advisory Committee (SAC) in accordance with procedures established in the unit's handbook. Each such SAC shall be of collegial rank in the governance structure of the University and shall undertake the governance responsibilities and advisory roles identified separately for FACs and CACs in Sections 3 and 4 of this Article. The arrangements by which these responsibilities are to be discharged in a fashion appropriate to the distinctive structure, composition, programmatic mission, and reporting relationships of the independent academic unit shall be specified in the unit's handbook in accordance with the provisions of Section 7 of this Article.

The tenure track Faculty of each independent academic unit shall decide whether and to what extent full-time non-tenure track faculty members shall be eligible to participate in the selection of, or be represented on the School Advisory Committee and other committees of the unit. Independent schools with five or more full-time non-tenure track faculty are especially encouraged to elect at least one representative of the full-time non-tenure track faculty to the SAC. In no case, however, shall full-time non-tenure track faculty members constitute a majority of the membership of the School Advisory Committee or participate in personnel decisions regarding tenure-track Faculty members, including but not limited to appointment, reappointment, tenure, promotion, merit, or sanctions. This provision does not prohibit units from including non-tenure track faculty on search committees, as deemed appropriate or specified in the unit handbook.

The advisory committees of the College of Architecture, the College of Nursing and of the University Libraries and Media Services shall each elect a tenured member of its Faculty as a representative to the Provost's Advisory Council (PAC). The School Advisory Committee of the School of Technology shall elect a tenure-track member of its Kent Campus Faculty as a representative to the Regional Campuses Faculty Advisory Council (RCFAC).

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

Section 5. Faculty Participation in University Governance

A. Faculty participation in University-wide academic affairs is exercised primarily through the elected Faculty Senate and the several committees, commissions and councils established by or in accord with the Charter and Bylaws of the Faculty Senate as incorporated in the University Policy Register at chapters 2-05 and 2-06.

B. The Educational Policies Council, as established by the Charter and Bylaws of the Faculty Senate and operating in accordance with the provisions of chapter 2-07 of the University Policy Register, shall be the primary advisory body on curriculum matters at the University-wide level.

C. The Provost's Advisory Council (PAC) shall be composed of tenured Faculty members elected one each by each College Advisory Committee (CAC), one each by the advisory committees of the College of Architecture, the College of Nursing and of the University Libraries and Media Services and also of the elected Faculty chair of the Regional Campuses Faculty Advisory Council (RCFAC). Recognizing that PAC members are acting in a representative capacity for the advisory bodies that elected them, it is expected that PAC members will regularly communicate with their electing advisory bodies concerning matters upon which the PAC has been consulted by the Provost and the nature of their recommendations, if any. Members of the PAC may or may not be elected members of their respective collegial or independent school CAC/SAC. In the event that an elected PAC member is not currently a member of the CAC/SAC by which elected, he/she shall, by virtue of membership on the PAC, also become an at large, non-voting member of the CAC/SAC. The Provost or the designee of the Provost shall act as an ex officio, non-voting member of the PAC and shall, with respect to the transacting of the business of the PAC, function

in accordance with the principles set forth in the preceding Section 3.C. If it so chooses, the PAC, by formal recorded action, may adopt a schedule whereby designated members, on a rotating basis, shall serve two-year terms in order to assure a continuity of membership from one academic year to the next.

The Provost will call a meeting of the PAC at least twice per semester. The PAC shall act as a consultative advisory committee to the Provost on issues of University-level significance within the Division of Academic Affairs. Responsibilities include consultation and advice in the development of academic priorities for the Provost's annual Planning and Budget Report for the Division of Academic Affairs prior to determination of its final form; the recommendation of Faculty to serve on the Kent Campus University-level tenure and promotion advisory boards; consultation with regard to proposed collegial or independent school handbook provisions/revisions which are in dispute, and consultation on Faculty whom the Provost is considering for appointment to the University Patent and Copyright Board. In filling vacancies on the University Patent and Copyright Board, the Provost will recognize the following principles: there shall be an equal number of Faculty and administrative members on the Board; Faculty members on the Board should serve staggered terms; and Faculty members on the Board should be from different academic departments.

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

A. It is recognized that while Regional Campus Faculty hold their appointments specifically in the Regional Campuses System, they are also regular members of their respective departments and colleges and, as such, have rights and responsibilities to the academic unit and college as well as to the campus of which they are resident Faculty. Consequently, Regional Campus Faculty will be represented on key departmental and college committees, which shall, where practicable, include, but not be limited to, the following: departmental FAC; college CAC; Search Committees; Review Committees; Promotion and Tenure Committees; and committees considering curriculum, department or college policy, instructional standards, and program development.

1. It is the Faculty's responsibility to insure that the Regional Campus Faculty are appropriately represented on the above referenced committees. Procedures to implement representation shall be included in the appropriate departmental and collegial handbooks.

B. Regional Campus Faculty, in addition to participating in academic and related governance through the departmental and collegial governance mechanisms provided for herein, also can provide valuable contributions to the governance of regional campuses. Accordingly, it is hereby agreed that the following described committees shall be maintained as a minimum apparatus to provide Regional Campus Faculty meaningful advisory and recommendatory participation in the governance of each regional campus and of the Regional Campuses System.

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

The tenure track Faculty on each regional campus shall decide whether and the extent to which full-time non-tenure track faculty shall be represented on the Faculty Council. Regional Campuses with five or more full-time non-tenure track faculty are especially encouraged to elect at least one representative of the full-time non-tenure track faculty to the FC. In no case, shall full-time non-tenure track faculty members constitute a majority of the members of the Faculty Council. If a regional campus elects to include non-tenure track faculty as members of the Faculty Council, these members shall not participate in personnel decisions regarding tenure-track Faculty members, including but not limited to appointment, reappointment, tenure, promotion, merit, or sanctions. This provision does not prohibit units from including non-tenure track faculty on search committees.

A Chairperson of the Faculty Council shall be elected from and by the Regional Campus Faculty Council. Due to the significant leadership responsibilities listed in the subsequent paragraph, the Chairperson of the Faculty Council shall normally be a tenured Faculty member. The Chairperson of the Faculty Council shall, after consultation with the Regional Campus Dean, call, chair and set agendas for meetings of the Council. The Dean shall have the right, after consulting with the Chairperson of the Council, to call the Council into special session, but such meetings shall also be chaired by the Chairperson of the Council or his/her designate. The Regional Campus Dean shall serve as ex officio non-voting member of the Faculty Council. With respect to any matter on which the FC has been consulted, the Regional Campus Dean will notify the FC of his/her decisions and/or recommendations. In making written recommendations or reports, the Chairperson of the Faculty Council will indicate the substance of pertinent FC advice. The Regional Campus Dean routinely will inform the FC of the status and final administrative determination on matters on which it has been consulted.

Each regional campus Faculty Council, or designated FC subcommittees of which tenure track Faculty shall constitute a majority, shall act as the advisory and recommendatory committee(s) to the Regional Campus Dean on all academic matters which are referenced with respect to the departmental FAC and which include, but are not necessarily limited to, the following:

- issues concerning reappointment, tenure and promotion, and dismissal of resident Faculty of the campus;
- appointment of new resident faculty, including issues of rank and salary parameters;
- review of full-time non-tenure track faculty assigned to the campus;
- allocation or re-allocation of faculty positions and academic staff positions, including new and vacant positions;
- campus program development, restructuring, and/or discontinuance;
- evaluations relating to faculty salary increases and other salary adjustments, when and if applicable;
- campus planning and budget priorities, including the review of requests of discretionary resources; for new funding in support of academic programs and allocation
- selection and structure of campus-wide committees, including search committees;
- issues related to teaching assignments and class schedules, including appropriate application of workload equivalencies;
- Faculty professional improvement, research and other leaves;

procedures for the establishment, review and appropriate revision of the campus handbook;
issues related to the advising and retention of students;
insuring that instructional standards are followed; and
insuring that class and other duties of Faculty members are met.

The above duties may be delegated to other campus committees or to the chair of the FC, either by provision of the campus handbook or by specific recorded action of the full campus Faculty or of the FC.

In connection with the annual performance evaluation of the Assistant/Associate Dean(s), and on an as-needed basis, the Regional Campus Faculty Council Chair and/or the FC may provide the Campus Dean with appropriate feedback.

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

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

2. There is also established a Regional Campuses Faculty Advisory Council (RCFAC) composed of the Chairperson of each regional campus Faculty Council and a representative of the School of Technology elected by its SAC from among the School's Kent Campus tenure-track Faculty. The RCFAC shall elect a Chairperson from its ranks of tenured Faculty. The RCFAC shall act as an advisory and recommendatory committee to the Provost or Chief Academic Officer for Regional Campuses on academic matters referred to it by the said Provost or Chief Academic Officer and/or by any Regional Campus Faculty Council. The Provost or Chief Academic Officer for the Regional Campuses shall act as an ex officio non-voting member of the RCFAC. The Chairperson of the RCFAC shall, after consultation with the said Provost or Chief Academic Officer, call, chair and set agendas for meetings of the RCFAC. The said Provost or Chief Academic Officer shall have the right, after consulting with the Chairperson of the RCFAC, to call the RCFAC into special session, but such meetings shall also be chaired by the Chairperson of the RCFAC or his/her designate. Specifically, the RCFAC shall be involved in an advisory and recommendatory role with respect to academic issues involving all Regional Campuses relating to:

a) academic standards;

b) professional standards;

c) curriculum and program development;

d) conformance of Local Campus and Regional Campus policies and University policies;

e) other matters on which the Provost or Chief Academic Officer for Regional Campuses may seek its recommendations, or other matters of concern to the RCFAC.

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

Section 7. Implementing Handbooks

A. Each department, college, independent school, and regional campus, as well as the University Libraries and Media Services and the Regional Campuses System shall establish a handbook to implement University policies within their respective units. Departmental handbooks shall be developed by the departmental FAC and Chairperson and shall be subject to final approval by the Dean.

In reviewing handbooks or proposed revisions to handbooks, the Dean may request revisions before lending final approval. If these revisions are not adopted at the department level, the Dean shall consult the College Advisory Committee with regard to the provisions in dispute before making a final determination and certifying final approval of the handbook. Collegial handbooks shall be developed by the CAC and the Dean and shall be subject to final approval by the Office of the Provost. The Provost shall consult with the Provost's Advisory Committee before making final determination on any provision in dispute. Regional campus handbooks shall be developed by each regional campus Faculty and the Dean of each regional campus and shall be subject to final approval by the Provost. The Provost shall consult with the Regional Campuses Faculty Advisory Council before making final determination on any provision in dispute. The Regional Campuses System handbook shall be developed by the RCFAC and the Chief Academic Officer for the Regional Campuses and shall be subject to final approval by the Office of the Provost.

Administrators responsible for approving handbooks or proposed handbook revisions shall acknowledge receipt of handbooks forwarded for approval no later than ten (10) days after the receipt of the handbook. The relevant administrator must provide the academic unit his/her substantive response to handbooks or revisions within ninety (90) days of initial receipt of the handbook. If any new handbook or proposed revision is rejected, the relevant administrator shall provide the unit with a substantive response, i.e., a written rationale for his/her decision and suggestions for acceptable alternative wording. If no response has been received within ninety (90) days of the most recent submission to the relevant administrator of the handbook or handbook revisions, the proposed new handbooks or revisions to existing handbooks shall become effective and shall remain in full force and effect on an interim basis until and unless the relevant administrator either indicates formal approval or submits suggestions for modifications and revisions, as described above. Upon receipt of the relevant administrator's substantive response, the academic unit will re-submit the revised handbook to the administrator within sixty (60) days of receipt. The relevant administrator will provide subsequent substantive responses to the academic unit within thirty (30) days. If no substantive response has been received within one hundred thirty-five (135) days of initial receipt by the relevant administrator, or within ninety (90) days of the most recent re-submission from the academic unit, the proposed new handbook shall be considered as having received final approval of the relevant administrator, and become

effective. Once approved, a copy of the handbook will be made available to the Association by the Office of Faculty Affairs and Curriculum.

B. It is recognized that all handbooks will cover such items as may be mandated from time to time by University policy and may contain such other subjects as are reasonably related to the mission of the unit. These include but are not limited to:

- tenure and promotion criteria and procedures;
- search procedures for appointment of new Faculty;
- reappointment, nonreappointment and dismissal;
- role and responsibilities of non-tenure track and other instructional faculty within the unit, if and as applicable;
- responsibilities, structure, election procedures, and terms of members of committees, including appropriate representation of Regional Campus Faculty;
- Faculty workload specification and workload equivalent duties;
- workload equivalent for off-campus teaching assignments, if and as appropriate;
- evaluation criteria and process relating to salaries and merit increases;
- access to opportunities for summer, intersession and overload assignments;
- teaching assignments and class schedules;
- research and other leaves;
- procedures for teaching evaluations;
- procedures for resolving complaints and disputes;
- procedures for student complaints; and
- a statement of professional ethics and responsibilities.

C. Recognizing the importance of clear and current definitions of the Faculty role in institutional governance at the department, school, college and campus levels, the parties to this Agreement concur that the contents of each handbook shall include both procedures for the review and revision of the handbook and a cycle for this review.

The handbook shall not conflict with any University policies, rules, regulations or this Agreement.

Section 8. Faculty Participation in the Selection and Review Process of Departmental Chairpersons

A. *Selection Process*

It is essential that Faculty members be involved in the selection process for departmental chairpersons. Such involvement is particularly important in the initial screening and evaluating of candidates for these positions. Accordingly, it is agreed that the Faculty will participate and cooperate in the selection process as set forth below:

1. When a vacancy occurs in a Chairperson position, the responsible Dean may either immediately institute a search process to secure a chairperson for a full term or, under appropriate circumstances, appoint an Acting/Interim* Chairperson from among persons proposed by the departmental FAC for a term not to exceed one full academic year.

2. When the search process is instituted, the responsible Dean shall cause a search committee to be established. A majority of the search committee shall be elected from

* When used within this article to modify a specific administrative title, i.e., Chairperson or Dean (including Regional Campus Dean, Assistant, and Associate dean), "Acting/Interim" refers to the temporary appointment of an individual to that administrative position.

and by the Faculty within the department. Additional persons may be appointed to the search committee by the Dean either from within or without the department. It is recognized as desirable that the search committee shall be representative of the overall makeup of the departmental Faculty. Following consultation with the Faculty Advisory Committee of the academic unit, the Dean shall appoint the chair of the search committee.

3. The search committee shall, in accordance with procedures established by the department and approved by the Dean, institute a search and initial screening of qualified candidates for the open position.

4. All members of the Faculty within the department shall be given a reasonable opportunity to participate in the assessment of all candidates screened and passed by the search committee. The assessment by Faculty members shall be in accordance with procedures adopted by the department and approved by the Dean.

5. A panel of qualified candidates, which panel shall normally consist of at least three (3) persons, shall, after assessment by the Faculty, be forwarded to the responsible Dean. If the department desires, the candidates forwarded to the Dean may be ranked in order of Faculty preference. This preferential ranking is advisory to the Dean.

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

B. *Review Process*

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

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

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

1. <u>Periodic Review of Departmental Chairpersons</u>.

   a. To accomplish a departmental Faculty assessment of the performance of the Departmental Chairperson, the Dean shall institute a performance review during the Spring semester of the third year of a Chairperson's service of a renewable four (4) year term in office. The Chairperson may choose not to seek appointment to another term or may, without prejudice, withdraw at any time during the review process. In either event, the review shall be canceled. Where the review is instituted pursuant to Section 8.B.1, the Chairperson shall complete

the remainder of the current term. Where the review is instituted pursuant to Section 8.B.2, the Chairperson will not serve beyond the end of the academic year, provided that at least thirty (30) days shall elapse between the Dean's notice of final decision to the Faculty and the Chairperson and the effective date of the action. Should thirty days not be available before the conclusion of the academic year, the decision shall become effective thirty days after formal notice has been given. In either event, the Dean shall proceed with the selection of a new or an Acting/Interim Chairperson in accordance with part A of this Section.

b. To accomplish a review the Dean shall cause a review committee to be established. A majority of the review committee shall be elected from and by the Faculty within the department. The Dean may appoint additional Faculty members, and only Faculty members, to the review committee either from inside or outside the department. It is recognized as desirable that the review committee shall be representative of the overall makeup of the department Faculty. After the formation of the review committee, the elected members of the committee, if they so desire, may make recommendation to the Dean as to the appointment of a chair of the review committee. Following consideration of this recommendation, if any, and consultation with the Faculty Advisory Committee of the academic unit, the Dean shall then appoint the chair of the review committee.

c. The review committee shall, in accordance with procedure established by the department and approved by the Dean, assess the performance of the Chairperson. The procedure shall provide all departmental Faculty members a reasonable opportunity to participate in the assessment.

d. The review committee shall submit a report of its findings, including recommendations, to the Dean, who shall make the report available to the departmental Faculty. Within thirty (30) days of receipt of the report, the Dean shall make available to the Chairperson and the departmental Faculty, the Dean's response and the reasons for his/her response.

e. If the Dean disagrees with the recommendation of the review committee, he/she will meet and confer with the Faculty of the department within fifteen (15) days of having delivered the response referenced in B.1.d., above, and prior to making a final determination on reappointment.

f. If the decision by the Dean is not to reappoint the Chairperson for another four (4) year term, a new Chairperson will be selected following the process stated under Selection Process (Section 8.A.).

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

2. Extraordinary Review of Departmental Chairpersons.

a. *General Principles.* The Association and the University encourage the relevant dean, Faculty, and chair to attempt to openly and informally resolve the respective circumstances and issues prior to the initiation of the Extraordinary Review process. However, it is recognized that, under unusual and compelling circumstances, either the Dean may choose to institute or a departmental Faculty may request a review of a Chairperson prior to the regularly scheduled review referenced in Section 8.B.1., above.

1) Such an extraordinary review shall be undertaken only once during the four (4) year term of a departmental Chairperson.

2) The review will be undertaken during the semester following the semester in the course of which a petition bearing the requisite number of Faculty signatures is submitted to the office of the Dean.

3) Upon receipt of a petition requesting an extraordinary review, as described in b.2)b), below, the Dean shall immediately notify the Chairperson, the departmental Faculty, the Association, and the Office of the Provost of the receipt of the petition and of the schedule by which the requested review will be conducted in the following semester.

4) If the Dean's decision at the conclusion of an Extraordinary Review process is to not continue the Chairperson in that administrative capacity, that decision shall become effective no later than the conclusion of the academic year during which the review was conducted provided that, as specified in Section 8.B.1.a. above, at least thirty (30) days shall elapse between the notification date of the Dean's decision and the effective date of the action.

b. *Initiation and Review Procedures.*

1) A petition requesting an extraordinary review that is submitted to the Dean during the *first three semesters*, excluding summers, of a Chairperson's *initial* four-year term in that administrative capacity shall require the signatures of either two-thirds of the *tenured* Faculty of the academic unit or of sixty percent (60%) of the full departmental Faculty to initiate the review process.

a) The review shall be an administrative one, conducted by the Dean, as described in 8.B.2.c., below.

b) If the Dean's decision at the conclusion of the administrative review process is to continue the Chairperson in that administrative capacity, the Chairperson shall serve out the remainder of the four-year administrative term. The regular *periodic review of departmental chairpersons* for possible reappointment to a second four-year term shall take place, as scheduled, in the Spring semester of the third year of the initial term, as provided in Section 8.B.1., above.

2) A petition requesting an extraordinary review that is submitted to the Dean during the *first two semesters* of a Chairperson's *second*, or subsequent, four-year term in that administrative capacity shall require the signatures of sixty percent (60%) of the full departmental Faculty to initiate the review process.

a) The review shall be conducted in accordance with the procedures for the *periodic review of departmental chairpersons*, as specified in Section 8.B.1., above.

b) If the Dean's decision at the conclusion of the review process is to retain the Chairperson in that administrative capacity, the Chairperson shall be reappointed to a full four-year term commencing with the academic year immediately following the academic year in which the requested extraordinary review was conducted.

3) A petition requesting an extraordinary review of a Chairperson's performance that is submitted at a time during the Chairperson's term, whether the initial or a subsequent four-year term, other than as specified in 1) or 2), above, shall require the signatures of a simple majority (50% plus 1) of the departmental Faculty to initiate the review process.

a) The review shall be conducted in accordance with the procedures for the *periodic review of departmental chairpersons*, as specified in Section 8.B.1., above.

b) The Dean's options at the conclusion of the review shall be either to reappoint to the Chairperson to a full new four-year term commencing with the academic year immediately following the academic year in which the extraordinary review was conducted or to conclude the Chairperson's administrative appointment at or prior to the conclusion of the academic year during which the extraordinary review was conducted.

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

c. *Administratively-conducted Review Procedures.*

1) At the outset of an administratively-conducted extraordinary review process initiated by the submission of a Faculty petition during the first three semesters of a Chairperson's initial four-year term, as described in b.1)., above, the Dean shall meet with the Faculty to discuss the circumstances and reasons for the requested extraordinary review.

2) Within thirty (30) days of the meeting with the Faculty, the Dean shall provide the Faculty and the Chairperson with a written statement of his/her observations and conclusions with regard to the issues and concerns raised by the Faculty

petition or in the meeting with the Faculty. The Dean shall also provide for the conduct of a preference vote among the Faculty as to whether the Chairperson should be retained in the administrative capacity for the remainder of the four-year term.

3) Within fifteen (15) days of completion of the preference vote among the Faculty, the Dean shall inform the Faculty and the Chairperson, in writing, of the results of the preference vote and of his/her decision as to whether the Chairperson shall complete the four-year administrative term. The Dean shall also meet again with the Faculty to discuss the bases and implications of that decision.

a) If the Dean's decision at the conclusion of an Extraordinary Review is to continue the Chairperson in the administrative capacity for the remainder of the initial four-year term, the Dean's notification to the Faculty and the Chairperson shall indicate how issues and Faculty concerns that gave rise to the requested extraordinary review are to be addressed during the remainder of the Chairperson's administrative term.

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

Section 9. Selection of Regional Campus Deans

When a vacancy occurs in a Regional Campus Dean position, the Provost may either immediately institute a search process to secure a Dean or, under appropriate circumstances and following consultation with the Regional Campus Faculty Council and other groups as he/she deems appropriate, appoint an Acting/Interim Dean for a term not to exceed one full academic year.

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

1. Central staff administrators (one member);

2. Resident Faculty (four members) elected by and from the Faculty;

3. Local campus administrators (one member);

4. Local campus students (two members) appointed by Student Government;

5. Local campus advisory committee (two members);

6. Local campus alumni (one member);

7. Regional Campus Deans (one member);

8. Affiliated institutions and/or organizations (one member);

9. Civil Service Staff (one member).

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

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

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

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

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

The search committee shall recommend the names of three (3) candidates to the Provost for his/her approval. They shall be unranked.

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

With the concurrence of the search committee, a person who meets the established qualifications could be appointed in accordance with current administrative policy regarding promotion from within.

ARTICLE VII
Grievance and Appeals Procedure

Section 1. Grievance and Arbitration Procedure

A. *Definition of Grievance.* A grievance is a claim based upon an event or condition that affects the terms and conditions of employment stated in and governed by this Agreement and that arises from the interpretation, meaning, or application of any of the provisions of the Agreement.

B. *Grievances and the Appeals Process.* All grievances arising from decisions that are subject to review under the appeals process set forth in Section 2 of this Article may not be appealed under this Section 1, with the exception that specifically cited procedural errors or omissions made in reaching these decisions or in processing any appeals arising from these decisions may be grieved, subsequent to the exhaustion of the said appeals process, under provisions of this Section 1. All other grievances covered hereunder shall be adjusted as stated in this Section 1.

C. *Informal Resolution.*

1. Definition. Nothing contained in this Section 1 will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved informally, whenever possible, before the filing of a formal grievance, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance as provided under procedures in subsection E hereof, the grieving party and the appropriate Department Chairperson (or Regional Campus Dean or independent school Dean, where appropriate) shall make a reasonable effort to meet and adjust the grievance in an informal manner.

   Representation. While a grieving party has the right to be advised or assisted by the Association in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the Association's assistance must be consistent with the terms of the Agreement. Any settlement, withdrawal, or other disposition of a grievance at the informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

D. *Formal Resolution.*

1. Individual or Group Grievance. Except as otherwise specifically provided for herein, any grievance a grieving party may have in relation to employment with the University arising from the application or interpretation of this Agreement may be filed and will be adjusted as stated in this Section 1. Any Faculty member or group of Faculty members covered by this Agreement may, in conjunction with and with the approval of the Association, present a grievance to the University and have it adjusted so long as the University and the Association concur that such adjustment is not inconsistent with the terms of this Agreement.

2. Grievance Filed by the Association. A grievance against the University may be presented by the Association in its own name if the Association believes that any of the terms and conditions of this Agreement or their interpretation, meaning, or application have been violated by the University. In such instances the procedures incorporated in subsections E and F of this section shall be waived. Grievances shall normally be presented and

handled during normal office hours but consistent with the primary obligations of the Faculty members to their students, research, etc. Other times for hearings and meetings shall be set by mutual agreement of all the parties.

3. Representation. During the formal procedures specified in subsections E through H of this Section 1, the grieving party shall be represented by the Association's designate who shall be present with the grieving party when the grievance is discussed with the University.

4. No Prejudice. No reduction in compensation shall occur for any Faculty member as a result of participation in any grievance proceedings. No Faculty members shall be disciplined or discriminated against for participation in the grievance procedure.

E. *Initiation.* A grievance shall be initiated by serving a written notice of it on the Associate Provost for Faculty Affairs and Curriculum or his/her designated representative. A grievance may be initiated at Step Two (Section 1.G., below) if all parties concur that it might more appropriately be initiated at that level. A grievance shall be filed within forty-five (45) days after the occurrence of the events upon which it is based or within forty-five (45) days after the Faculty member knew or through the exercise of reasonable diligence should have known of the events on which it is based. Such notice shall state the events upon which the grievance is based; the contractual basis for the grievance, including the specific Articles and Sections of this Agreement that are alleged to have been violated; and specify the relief and remedy sought. The grievance shall be submitted on forms, which shall be agreed to by the parties, dated and signed by the grieving party and by the President of the Association or his/her designate. No grievance shall be processed or considered timely unless it contains all of the foregoing information.

F. *Step One.* After receipt from the Associate Provost for Faculty Affairs and Curriculum of the written notice of a grievance, the Dean and/or the Dean's representative(s) (or the Chief Academic Officer for Regional Campuses or his/her designate) shall schedule a Step One meeting at a time and place convenient to all parties and shall notify the Association and the grieving party of such time and place. The Step One meeting, unless extended by written agreement for a specified period, shall be completed within fifteen (15) days after the grievance is filed. Within fifteen (15) days after the Step One meeting, the University shall provide the Association and the grieving party with a written answer to the grievance. Following the Association's receipt of the University's Step One answer and prior to the Association's appeal to Step Two, the University and the Association may agree in writing to engage in deliberation for a period of no more than ten (10) days to resolve the grievance.

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

Association and the grieving party with a written disposition of the grievance within fifteen (15) days following the conclusion of the Step Two hearing.

H. *Arbitration.* Steps One and Two of the grievance procedure shall be pursued to completion before any application for arbitration may be made under the terms of this subsection unless the parties enter into a written waiver of such limitation. If the Association is not satisfied with the University's Step Two answer, it may, within thirty (30) days of the filing of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration made hereunder shall be perfected by giving written notice of such appeal to the American Arbitration Association and simultaneous written notice to the Office of the Provost within the thirty day time limit specified herein. Upon receipt of the required notice of arbitration, the University and the Association shall confer and attempt to agree upon the selection of an arbitrator and a procedural format which shall be (a) the American Arbitration Association rules for voluntary labor arbitration or (b) the American Arbitration Association rules for expedited labor arbitration. If the parties cannot agree, within ten (10) days from the date the notice of appeal to arbitration was filed, as to the procedural format to be followed, the arbitration shall be conducted under the American Arbitration Association rules for voluntary labor arbitration. If the parties cannot agree, within thirty (30) days from the date the notice of appeal to arbitration was filed, upon an arbitrator, the arbitrator shall be selected by the alternate strike method for the voluntary labor arbitration procedural format or, where appropriate, by the American Arbitration Association rules for the expedited labor arbitration procedural format.

I. *Arbitrator's Decision and Compensation.* The arbitrator's decision will be rendered in writing within thirty (30) days or such additional time as the parties may in writing agree, after any grievance has been submitted to the arbitrator. This decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The University and the Association will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

J. *Limitation of Arbitrator's Authority.* The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator. The arbitrator shall not substitute a judgment for that of the University where the University's judgment and actions do not violate the written provisions of this Agreement. The arbitrator shall not render any decision which would require or result in an action in violation of public statutes. The arbitrator may make no award which provides the Faculty member compensation greater than would have resulted had there been no violation.

K. *Jurisdictional Questions.* In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of jurisdiction. The arbitrator shall first rule upon the jurisdictional issues and if a determination is made that there is no jurisdiction, then no decision or recommendation shall be made concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

L. *Time Limits.*

1. Grievances shall be processed as rapidly as practicable. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the grievance process. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. All references to days in this Article shall mean calendar days.

The first day will be counted beginning the day after the filing of the grievance. If the final day for a time deadline falls on a Saturday, Sunday or legal holiday observed by the University, then the next regular business day shall be counted as the final day.

2. The time limits in this Section 1 may be extended by written mutual consent of the parties concerned. Failure of either party to abide by the time limits shall result in the automatic advance of the grievance to the next level, except that failure of the Association to notify the University that it wishes to appeal a Step Two answer to arbitration within thirty (30) days after receipt of the Step Two answer shall result in the grievance being settled on the basis of the University's Step Two answer and the arbitration shall be barred.

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

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

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

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

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

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

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

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

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

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

1. A faculty member adversely affected by a decision of the Provost regarding denial of promotion, tenure or reappointment may file an appeal under the provisions of this Section 2 prior to final consideration of the matter by the President of the University, or may choose to appeal directly to the President of the University. In choosing to appeal directly to the President of the University, however, a Faculty member relinquishes all rights to file an appeal under this Section 2, including recourse to consideration by the Joint Appeals Board.

2. A faculty member adversely affected by a decision of the Provost regarding promotion and who has not been denied promotion to that rank at least twice previously shall appeal directly to the President of the University. The President's decision shall be final and may not further be appealed under this Section 2.

3. If a faculty member has been denied promotion to the same rank more than twice, the faculty member may appeal the denial of promotion to the Joint Appeals Board one time during any three (3) year period that the appellant is employed in the same rank at the University.

4. If the Provost's favorable decision concerning reappointment, tenure or promotion is reversed by the President of the University, then the faculty member adversely affected by the President's decision may file and exhaust appeal rights under the provisions of this Section 2.

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

1. There is hereby established a Joint Appeals Board which shall be empowered to hear all appeals involving substantive academic judgments and any alleged procedural errors directly related to those judgments which are filed in accordance with the preceding subsection D. The Board shall be empowered to request any and all parties to submit evidence related to each appeal and to seek testimony from witnesses. The Joint Appeals Board shall establish regularly scheduled sessions for hearing appeals and may adopt such rules and regulations for hearing and deciding appeals that are consistent with this Section 2. These rules and regulations will be made available by the Joint Appeals Board to the Association, to the University, and to the parties to a specific appeal.

2. The Joint Appeals Board shall be composed of at least six (6) full-time tenured members of the Faculty and the same number of full-time academic administrators who hold academic rank. The Faculty representatives shall be elected by the full-time members of the Faculty for three (3) year terms, at least two (2) to be elected each year from a slate of candidates which the Faculty Senate is hereby authorized to prepare and to conduct necessary elections. In preparing the slate of candidates and holding the elections in accordance with the authorization granted in this Section, the Faculty Senate is requested to evolve a procedure to assure that the Faculty members of the Joint Appeals board shall be as representative as possible of the diverse academic disciplines of the University. The administrative representatives shall be appointed from time to time by the Office of the Provost, except that an administrative representative's removal from the Appeals Board will not affect such representative's obligation to participate in the decision of any panel involving appeals that were heard by the panel prior to such administrative representative's removal from the Board.

3. Each appeal shall be submitted to a panel of the Joint Appeals Board consisting of two (2) Faculty representatives and two (2) administrative representatives. In assigning appeals for hearing before the three (3) panels, due regard shall be had for the type of appeal and the expertise of the members of the various panels. However, no appeal shall be assigned to a panel having a member who is directly involved in the appeal, is a member of the department in which an appeal arose, or where, for personal reasons, a member of the panel believes that he/she cannot render an impartial judgment. Procedures for assigning appeals to the various panels shall be determined in accordance with the rules and regulations adopted by the Joint Appeals Board.

4. The function of a panel of the Joint Appeals Board is to hear all evidence relating to an appeal and, if possible, to render a majority recommendation. Accordingly, the procedures at the hearing shall be informal and non-adversarial in nature. All persons and parties necessary to a full complete hearing should be present and the various sides to each issue should be presented. However, none of the parties to the appeal may be represented by counsel. A party may be represented by members of the academic administration or members of the Faculty who may act in an advisory role to the appellant.

5. The panel shall prepare a written decision on each appeal and shall respond therein to each of the alleged procedural errors or omissions that is argued to the panel. In reviewing the judgmental decision, the panel shall not substitute its judgment for that of the person or persons charged with the responsibility for making the appealed decision except that it may disagree with an appealed judgmental decision when, upon review of the entire record, the appealed decision is unreasonable as being contrary to the

preponderance of the evidence contained in the record. If a majority of the panel concur in a decision, this decision shall be forwarded to the President of the University as the final recommendation of the academic sector on the appealed decision. Upon advance written notice to the convener of the panel, the President may meet with the panel at any time after receiving its report and recommendation for the sole purpose of seeking clarification concerning the bases and implications of its recommendation. Normally, the President will accept the recommendation and proceed accordingly except in compelling circumstances wherein the President believes that the best interests of the University would not be served in accepting the recommendation. In those cases where the President does not accept the panel's recommendation, the President shall set forth in writing the reasons for the rejection. This statement shall be included in the Faculty member's file for the action which is under consideration and in the records of the Joint Appeals Board. In the event a majority of the panel does not concur in a decision, then the recommendation on reconsideration by the Provost shall be forwarded to the President. Members of the panel not concurring with the majority opinion may submit a minority report, which will be forwarded to the President along with the majority report and recommendation.

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

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

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

In any such arbitration the Arbitrator will be limited to a review of the procedural requirements set forth in Article VI and this Section 2 of Article VII, and in no event may he/she consider or review the substantive academic judgment. In the event the Arbitrator finds that (a) a prejudicial procedural error or omission occurred in the original decision-making process or in the appeals

process, (b) the error or omission was raised by the grievant to the end that the error or omission could have been corrected prior to the President's decision, and (c) the procedural error or omission was of such a nature that the substantive academic judgment could have been adversely affected by the error or omission, his/her sole authority shall be to send the matter back to the governance procedure under Article VI or under Section 2 of this Article VII, as the case may be, with specific findings regarding the procedural error or omission and with instructions to re-evaluate the substantive academic judgment in accordance with the contractual procedures.

ARTICLE VIII
Sanctions for Cause

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

A. The parties agree that the University has and retains the right to apply sanctions to members of the bargaining unit, up to and including termination of the employment relationship. However, it is further agreed that sanctions will only be applied for cause, and the question of just cause and/or the appropriateness of the sanction imposed in each situation may be tested under the appropriate sections of the Grievance and Appeals Article of this Agreement.

B. The University and the Association mutually recognize the importance of timeliness, fundamental fairness, and appropriate procedural processes and safeguards as defined below, as well as of thoroughness of review, in matters relating to sanctions. The due process procedure specific to the issue of sanctions for cause is described in this Article.

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

A. If an administrative officer raises the possibility of imposing a sanction, the administrative officer will immediately notify the affected Faculty member in writing of her/his due process rights as provided in this Agreement and that s/he may be assisted by a designated representative of the Association in any further meetings with the administrative officer concerning the matter. The Association will be notified in writing of the outcome of any such attempts at the informal resolution of possible sanctions.

B. If the matter is not resolved and the University proceeds with the imposition of a sanction, the sanction will be reduced to writing, including a reasonable statement of the reasons for and background leading to the imposition of such sanction and a statement notifying the Faculty member of the right to consult with the Association regarding the sanction. A copy of said writing will be given to the affected Faculty member and the Association.

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

A. The Association will be promptly notified in writing if such a sanction is invoked or under formal consideration by the Provost and the reasons for such a sanction. A Faculty member may contest a sanction imposed under this Section 3, including the immediate suspension referenced in B., below, by filing a grievance or appeal under Article VII of this Agreement following completion of the procedures detailed in this Article. In either instance, the Faculty member is entitled to representation by the Association throughout the process, provided that

s/he elects to receive it. The Association will be provided with a copy of all appeals contesting Sanctions for Cause even if representation is not requested.

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

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

C. In all instances, the circumstances giving rise to sanctions involving suspension or termination, whether immediately imposed or under formal consideration, shall be submitted by the Office of the Provost to the appropriate level of the Governance Procedure for review and advice of the involved Faculty member's peers. The University will meet and confer with the Association prior to selecting the appropriate level of the Governance Procedure to conduct the review.

The committee or council that has been selected to conduct the review shall be chaired during the course of the review by its elected chair or, in instances where the body normally is chaired by an administrative officer, by the Faculty member who has been elected to represent the body at the next higher level of the governance structure. In the event that, with the concurrence of the Association, an ad hoc body is selected to constitute the peer review committee, the membership shall be selected in consultation with the Provost's Advisory Council. The Provost or the administrative officer to whom the committee is to report its findings shall invite a recommendation from the members of the committee and shall consult with the President of the Association before designating the chair of the committee from among the members of the committee.

D. After being fully informed of the circumstances and the sanctions being considered, or the charges if the sanction has been imposed, the affected Faculty member has the right to appear before the appropriate peer group reviewing the circumstances involved in the contemplated or imposed sanction and to be assisted throughout the proceedings by a representative of the Association, if s/he so chooses.

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

issues to be addressed in the committee report; and, if applicable, to respond to any charges. However, only members of the appropriate peer group reviewing the case shall have the right to attend that body's deliberations.

After carefully evaluating the information and evidence presented to it, the peer group shall address all the pertinent issues and make a written recommendation to the appropriate administrator with copies to the affected Faculty member, the Association, and the Office of the Provost.

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

ARTICLE IX
Faculty Workload

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

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

Section 2. Regular Academic Year Workload.

A. There is currently in effect a University policy on workload that was passed by the Faculty Senate and approved by the Board of Trustees in 1971 and revised in 1979. That policy, which is recorded in the *University Policy Register* at 3342-6-52, and incorporated herein as Addendum D, shall remain the University policy on Faculty workload during the term of this contract unless and until said policy is modified as a result of and in accordance with specific recommendations initiated and passed by the Faculty elected representatives of the Faculty Senate.

B. Presently there are workload expectations and specification of workload equivalents of classroom instructional assignments incorporated in the respective handbooks of each unit. Modification or revision of the basic workload statements and of the specification and/or application of the course load equivalents require the approval of the full Faculty of the department. Revisions of a unit's basic workload statement also require approval by the Provost as well as by the responsible Dean; revisions in the specification or application of course load equivalents also require approval by the Dean as well as by the Department Chair.

C. For each term of the regular academic year, each member of the Faculty shall receive a statement of his/her workload. This statement shall include the number of credit/workload hours to be devoted to instructional assignments and the number of hours within the unit's workload equivalent policy to be devoted to the discharge of responsibilities in the areas of research, special service and advising activities significantly above the level expected of all Faculty in the unit, services of an administrative nature, and such other applicable workload equivalents as may be specified in the unit's workload specification statement. Faculty areas of expertise and programmatic need are among the factors taken into consideration in the assignment of instructional workload. Normally, this individual workload statement should be provided to the Faculty member at least thirty (30) days prior to the beginning of a term. If a Faculty member's instructional assignments and/or workload equivalencies change after the initial workload statement has been issued, an updated statement of workload will be given to the affected Faculty member. Questions regarding the assignment should be addressed to the Department Chair, or the independent school or regional campus Dean who made the assignment. In case of dispute or request for special consideration, the Faculty member may request a review by the FAC which, following such review, will make a recommendation to the Chair or independent school or campus Dean.

D. Each continuing tenured Faculty member is to prepare and submit an annual workload summary report for the previous academic year by August 15. Kent campus Faculty shall submit the annual workload summary report to their Department Chair, School Director, or Dean, as appropriate; regional campus Faculty shall submit the report to the regional campus dean. This report is to

identify and update the faculty member's efforts, accomplishments, scholarly contributions, ongoing professional activities, service and interests during that academic year. These reports will become an ongoing record of each Faculty member's professional activities providing information related to grant activities, collaborative scholarship and teaching activities.

The annual workload summary report submitted by the Faculty member shall be in the form of an annual updated curriculum vitae and/or a summary of the previous year's professional activities, and the course syllabi for each course or section of course taught by the Faculty member during the previous academic year. The chair shall add to the report copies of the summaries of course evaluations for each course section taught during the previous academic year.

The purpose of this report is to document the workload, including utilization of the specified workload equivalencies, for that academic year. This report may be used in planning future workload equivalencies. Any other use of the report requires the consent of the Faculty member.

The procedures establishing the annual workload summary report are to be included in the handbook of each academic unit.

Section 3. Summer and Intersession Workload.

The intersession and summer period is not part of the regular academic year, and the University does not offer a normal range of coursework. Because of this, the number of courses may vary widely between academic units and among the eight campuses of Kent State University. In addition, certain intersession and summer academic programs may require particular expertise not normally present, or present only to a limited extent, in an academic unit or at a specific regional campus. It is understood that summer and intersession teaching is not a right and no member of the Faculty is required to accept a summer or intersession offer of employment. However, to the extent possible within the above parameters, the academic units and the individual regional campuses will endeavor to distribute equitably these opportunities to work among members of the bargaining unit without regard to academic rank.

A. *Intersession(s).* A limited number of regular courses and special purpose workshops of a credit or non-credit nature are offered, or may be offered, during the intersessions between the Fall and Spring semesters and between the Spring semester and the formal summer school term(s). These offerings are made available under the auspices of the College of Continuing Studies at the Kent Campus and of the individual campuses at the Regional Campuses.

1. Assignments accepted during the intersessions shall be separate and apart from the summer school offerings in Summer Sessions I, II, and III in terms of defining both workload and eligibility for compensation.

2. Compensation for intersession courses shall be at the same rate of pay as for summer session courses, as described in B.1., below.

B. *Summer Sessions.*

1. *Workload and Compensation.* The normal summer school load for full pay (one-sixth of the academic year salary) shall be six (6) hours per term as adjusted in accordance with the teaching load policy referenced in the above Section 2. Exceptions to the six (6) hour per term limit may be granted in cases of demonstrable programmatic need. Such exceptions will be made upon the recommendation of the academic unit administrator and approved by the College Dean or the office of the Chief Academic Officer for Regional Campuses, where appropriate. Within these parameters, the rate of compensation shall be one thirty-sixth

(1/36) of the academic year salary for each workload credit hour. The instructional overload rate (as defined in Article IX, Section 4.B.) does not apply during the summer terms.

a. Accordingly, the maximum summer school workload for which compensation may be made available shall be twelve (12) hours for Summer Sessions I, II, and III in any combination. Exceptions necessitated by extraordinary circumstances deriving from demonstrable programmatic need that cannot be met within the instructional resources available to the academic unit or regional campus shall be made only on the basis of a written recommendation and rationale from the academic unit administrator or regional campus Dean. Such exceptions shall also require the explicit authorization of the recommended exception by the College Dean or by the Office of the Chief Academic Officer for Regional Campuses for instances occurring in the regional campuses or the School of Technology.

b. Workshops offered for academic credit, as well as regular instructional course offerings, shall be regarded as part of the maximum compensable workload(s) referenced above and compensated proportionate to regular academic year salary in accord with the credit hours assigned for the instruction.

c. Regulations and understandings associated with external grants and research, teaching or professional development awards provided by the University shall also constitute a part of the maximum compensable workload to the extent and as defined by the terms and conditions of the grant or award.

2. *Enrollment-Contingent Courses.* The University, in its sole discretion, may offer summer courses on an enrollment contingency basis. In the event that the student enrollment does not reach the minimum established by the University, the University may cancel the course. If a course is canceled after its first meeting, the Faculty member shall be compensated proportionate to the number of class sessions conducted prior to the cancellation decision and notice.

3. *Flat-Fee Compensation.* It is further recognized that there are other forms of employment that, at the sole discretion of the University, may be offered to or requested of Faculty during the intersession or summer period(s) which are not necessarily related to academic year or summer session instructional responsibilities and compensation-base. These include, but are not limited to, assumption of responsibilities which are essentially administrative or supervisory in nature; special assignments not related to summer instructional responsibilities in areas such as academic advising, student recruitment/retention, and outreach activities; appointments/awards designed to foster research, professional development, or teaching/curricular development in lieu of summer instructional appointment; and the offering of non-credit workshops. Upon prior written request from the Faculty member, such duties will be compensated on a flat-fee basis, provided the request is received and the amount of such compensation is mutually agreed to in writing prior to commencement of the employment.

4. *Individual Investigations.* Unless undertaken as part of the assigned summer workload for which compensation is already provided, Faculty shall be compensated, upon prior written request, for individual investigations, honors thesis direction and other similar individualized instruction at the rate of one-tenth (1/10) hour of workload equivalency per student credit hour, provided that the individualized instruction is a programmatic requirement and/or is being taken by the student as a substitute for a programmatic requirement and with prior approval by the department Chair or regional campus Dean as appropriate. Normally,

Faculty shall be compensated to a maximum of four (4) students registered in a given summer; however, this number may be exceeded in unusual circumstances and with prior approval of the department Chair or regional campus Dean, as appropriate, and the concurrence of the respective college Dean or the Chief Academic Officer for Regional Campuses.

5. *Dissertation/Thesis Direction.* Within the twelve-hour maximum compensable workload for Summer Terms I, II, and III combined, as referenced above, Faculty actively engaged during the summer terms in dissertation or thesis direction of students actively enrolled and registered for that purpose and who are in "good standing" as far as program progress, as certified by the academic unit, is concerned shall be compensated on a basis of up to four (4) dissertations directed for each credit hour of compensable workload (one-fourth of a summer credit hour for each dissertation directed) to a maximum of three (3) summer credit hours of compensation. Thesis direction shall be compensated on the basis of one-eighth (1/8) of a compensable summer credit hour for each thesis direction of an enrolled student.

   a. Compensated dissertation direction shall be available to Faculty requesting such compensation on the basis of eligibility for compensation for four (4) dissertations for each available workload hour within the defined maximum summer term(s) workload.

   b. Workload credit and the specified compensation for dissertation or thesis direction may be shared by co-directors. Where the workload credit and the compensation are to be pro-rated on other than a 50-50 basis between two Faculty, the pro-ration is to be initiated by the affected Faculty members, subject to the concurrence and authorization of the academic unit administrator(s).

   c. In conjunction with the directing Faculty member(s), the enrolled student for the direction of whose thesis/dissertation compensation is to be requested shall prepare a brief Program Statement. This written plan for the anticipated progress to be made as a result of thesis/dissertation registration for the Summer term(s) is to be signed by the student and by the directing Faculty member(s) and submitted to the appropriate academic unit or college administrator for placement into the student's program file. The filing of the plan shall become a basis for authorization of payment of the compensation for direction of the thesis/dissertation. Not later than the last day of Summer Session III, the directing Faculty member(s) will file with the appropriate academic unit or college administrator a brief statement of the student's progress.

   d. Effective with the 2005 Summer Sessions, a Faculty member may receive compensation within the parameters described above for direction of the thesis of an individual student and/or the dissertation of an individual student, provided that the student is enrolled, is actively engaging the services of the directing Faculty member, and remains in good standing as far as program progress is concerned for each of the summers for which compensated direction of the thesis/dissertation is requested. The maximum number of summers allowable for compensated dissertation direction is four (4). Normally, the maximum number of summers allowable for compensated thesis direction is two (2) summers.

6. *Priority of Assignment.*

   a. Kent Campus.

Consistent with the principles and parameters stated in Section 2, priority for assignment to Intersession and Summer Session Courses shall go to Kent Campus Faculty of the academic unit.

b. Regional Campuses.

(i) Consistent with the principles and parameters stated in Section 2, priority for assignment to Intersession and Summer Session Courses shall go to resident Faculty at the Campus where the course is scheduled, Faculty of the Regional Campus system, and then to Faculty of the Kent Campus.

(ii) A Faculty member seeking, within the maximum compensable workload defined in 2.B.1.a. above, assignment to courses at more than a single campus has an obligation to inform the offices of the campus Deans of the respective campuses of the courses to which he/she has been assigned or is seeking assignment at other campus (es).

Section 4. Regional Campuses.

A. *Teaching Assignments.* Teaching assignments in the regional campuses are made by the Dean of the local regional campus in consultation with the Office of the Chief Academic Officer for Regional Campuses and are contingent upon the materialization through sufficient enrollment of those courses which have been scheduled.

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

1. Payment for such assignments is made on the basis of the appropriate percentage of the Faculty member's base annual contract salary (1/24 of base annual contract salary for each workload credit hour).

2. In instances in which an overload assignment is made by the office of the campus Dean, the assignment ordinarily may not exceed one additional course for a semester nor may overload compensation for an academic year exceed twenty-five percent (25%) of a Faculty member's base academic year salary. Exceptions to this rule require prior written authorization from the Office of the Chief Academic Officer for Regional Campuses upon recommendation from the campus Dean.

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

The parties to this agreement acknowledge that the above-mentioned process will work most effectively if there is open and good faith communication between Faculty and University administrators.

ARTICLE X
Retrenchment

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

A. Retrenchment may be necessary when a judgment, made by the University, based upon the evidence, indicates one of the following:

   1. the University finds it desirable to change or adopt new academic missions; or

   2. the University's ability to fulfill its academic goals has been or will be seriously affected because of a pattern of declining income; or

   3. a general pattern of declining enrollment in the University or in a particular unit(s) or program(s), either of which has seriously affected or will seriously affect the University's ability to fulfill its academic goals and responsibilities; or

   4. the University faces the need for quick and substantial retrenchments due to documented extraordinary circumstances (beyond the general pattern of declines in enrollment and/or income covered by the above subsections 2 and 3).

B. When implemented, retrenchment will be reflected in any one or more of the following ways:

   1. Program modification;

   2. Reallocation of resources;

   3. Changes in academic organizations;

   4. Program excision.

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

   a) Attrition, including voluntary early retirement;

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

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

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

A. Upon receipt of the above described notice of possible retrenchment, the Dean/Director of the affected unit(s) shall, in accordance with the Governance Procedure set forth in this Agreement, obtain the recommendations of the affected unit(s)'s Faculty on how best to carry out the proposed retrenchment. The Faculty recommendations, including any alternative proposals, shall be submitted by the Dean/Director to the Office of the Provost within thirty (30) calendar days after receipt of the aforesaid notification of possible retrenchment.

B. The original notice of possible retrenchment, plus all recommendations from the affected unit(s) submitted in accordance with the above Section 3.A. will then be submitted to the Faculty Senate by the Office of the Provost for submission by the Senate to its Educational Policies Council for review and recommendations. The Educational Policies Council may then review the proposed retrenchment, take into consideration any other matters it considers relevant and submit its recommendations to the Faculty Senate. The recommendation, if any, of the Faculty elected representatives of the Faculty Senate must be received by the Administration within thirty (30) calendar days after receipt by the Senate of the material, referenced above in this same Section 3.B., from the Office of the Provost.

Section 4. When retrenchment is invoked under Section 1.A.4, or under circumstances of financial exigency, then the Association will have fifteen (15) calendar days from the receipt of the notification specified in Section 3 in which to request a meeting with the Provost to discuss the proposed retrenchment. The Provost will meet and confer with the Association within forty-five (45) calendar days of receipt of such request and prior to the issuance of his/her final determination as specified in Section 5, below.

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

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

A. The affected Faculty member shall first be placed in the appropriate one of the following categories:

1. Probationary Faculty status,
2. Tenured Faculty status.

B. Faculty members, when within each of the categories listed in above Section 6.A., will then be placed in the appropriate subcategory to each such major category:

1. Instructor
2. Assistant Professor
3. Associate Professor
4. Full Professor

C. Faculty members will be recommended for release starting with the lowest numbered subcategory within the lowest numbered category. In making the final determination within each subcategory of a category as to whether or not an individual Faculty member will be released, the following additional factors will be given full consideration:

1. the University's commitment to affirmative action and its policies adopted there under,
2. the quality of the Faculty member's service in the areas of teaching, research and publication and University and public service,
3. the impact on the academic program resulting from the release of the Faculty member,
4. length of service with the University.

D. The Dean/Director of the affected unit(s) after receiving the recommendation of the affected unit's Faculty and the College Advisory Committee concerning the factors listed in subsection C, above, will make final recommendations in accordance subsections A., B., and C., above, to the Office of the Provost concerning the individual Faculty members to be released. Whenever Faculty members within a subcategory are considered approximately equivalent in the ratings on the factors set forth in this subsection C, above, then length of service with the University will be the deciding factor.

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

Section 7. Notice of Release.

A. The circumstances requiring retrenchment set forth in Section 1.A.1, 2, and 3 of this Article cover reductions in the number of Faculty members which could be anticipated and planned for well in advance of the actual release of Faculty members. Accordingly, in circumstances requiring retrenchment under subsections A.1, 2 or 3, the University will provide notice of release to affected members of the bargaining unit in accordance with the following:

1. For a Faculty member holding a first or second one-year contract expiring at the end of that academic year, not later than March 15; or if the one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.

2. For a Faculty member holding more than a second one-year contract expiring at the end of that academic year, not later than December 15; or if the one-year appointment terminates during an academic year, at least six (6) months in advance of its termination.

3. For an untenured Faculty member who is under tenure consideration, at least twelve (12) months, spanning at least two (2) academic semesters.

4. For a tenured Faculty member, at least eighteen (18) months, spanning at least three (3) academic semesters.

B. When retrenchment is invoked under Section 1.A.4, of this Article, notices of release to be effective at the end of the current academic year must be received by the affected Faculty member not later than March 15 in the case of probationary Faculty and January 15 in the case of tenured Faculty.

Section 8. The University will endeavor to place released Faculty members, if qualified, in other available teaching positions within the University. If placement of a released Faculty member in another teaching position in the University, after the appropriate unit has determined that the released member is

qualified by credentials and experience for said position, would be facilitated by a reasonable period of training, such training may be provided by the academic unit desirous of employing the released Faculty member. In addition to the foregoing, the University will endeavor to find other areas of employment with the University community for tenured Faculty members who are scheduled for release under this retrenchment Article. In this respect, consideration will be given to such potential employment areas as dual appointments between departments and possible voluntary shared reduction of appointments and compensation within an affected academic unit or program(s).

Section 9. During a period of three (3) academic years following release of a Faculty member under this Article, such Faculty member shall be offered reinstatement to the same or similar position if reauthorized, provided that within a period of forty-five (45) days after the date of release and by March 1 in each year thereafter, the Faculty member formally requests in writing he/she be placed or retained on the reinstatement list. Released Faculty members who have so indicated an interest in being considered for reinstatement will have a period of sixty (60) calendar days in which to accept or decline the offer of reinstatement. The University's offer to reinstate, if accepted, shall be at the same tenure level, rank and salary, adjusted to incorporate any general, non-performance based salary increases that were granted since the time the Faculty member was released. If the Faculty member declines the offer of reinstatement, all re-employment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or similar position is not reopened within the three (3) academic years referenced above, the Faculty member's employment rights at the University shall be terminated.

Section 10. In the event that a part-time teaching position becomes available in the program of a released Faculty member and if the Faculty member has the appropriate qualifications for the position, the Faculty member will receive first consideration for the position. Acceptance or declination of such a part-time teaching position does not affect in any way the rights of a released Faculty member to re-employment under Sections 8 or 9 of this Article X.

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

ARTICLE XI
Promotion, Tenure and Reappointment

Section 1. Promotion.

There is currently in effect a University policy on promotion that was passed by the Faculty Senate and approved by the Board of Trustees on September 11, 1980. That policy, which is recorded in the *University Policy Register* at 3342-6-08 and incorporated herein as Addendum A, shall remain the University policy on promotion during the term of this contract unless and until said policy is modified as the result of and in accordance with specific recommendations initiated and passed by the Faculty elected representatives of the Faculty Senate.

Section 2. Tenure.

The University reaffirms its commitment to the basic concepts of tenure and pledges that those concepts will be maintained as the basic standards for tenure at Kent State University during the term of this Agreement. The policy on tenure that was passed by the Faculty Senate and approved by the Board of Trustees on June 8, 1978, and revised on October 11, 1985, May 23, 1989, and April 19, 1991, which is recorded in the *University Policy Register* at 3342-6-06 and incorporated herein as Addendum B, shall remain the University policy on tenure during the term of this contract unless and until said policy is modified as the result of and in accordance with specific recommendations initiated and passed by the Faculty elected representatives of the Faculty Senate.

Section 3. Reappointment.

There is currently in effect a University policy and procedures regarding reappointment that was passed by the Faculty Senate and approved by the Board of Trustees on March 7, 2000. That policy, which is recorded in the *University Policy Register* at 3342-6-07 and incorporated herein as Addendum C, shall remain the University policy and procedures on reappointment during the term of the contract unless and until said policy and procedures are modified as a result of and in accordance with specific recommendations initiated and passed by the Faculty elected representatives of the Faculty Senate.

ARTICLE XII
Salaries and Benefits

Section 1. Salaries - General Principles.

A. The salary provisions of this Article XII will not be applicable to members of the bargaining unit designated as "University Professors" whose salary shall be determined annually by the President of the University. The provisions will also not be applicable to Faculty members who are holders of endowed chairs.

B. Any standard increment provided during the term of this Agreement will be applicable only to that portion of a Faculty member's salary that is a line item in the academic unit budget and is not applicable to any portion of the Faculty member's salary up to and including 100% of which is determined by other agencies of the State of Ohio.

C. The University shall continue to "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS) or to an Alternative Retirement Plan (ARP) selected by the Faculty member in lieu of contributions by bargaining unit members, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS or to the selected ARP picked up by the University and contributed to STRS or the ARP for the account of the member employee. No Faculty member shall have the option to receive the contributed amount directly.

D. While the Association remains the exclusive agent for negotiating salaries for members of the Faculty, the University reserves the right to adjust salaries beyond the negotiated levels to match bona fide offers of employment, to address salary discrepancies, and/or in other unusual circumstances. When such an adjustment occurs, the University will inform the Association, in writing, within ten (10) days of its action.

1. If a Faculty member wishes to request a salary review in order to address a perceived salary discrepancy, he/she shall make the request not later than June 1. The University will inform the Faculty member and the Association, in writing, of the outcome of the review not later than May 31 of the year following the request. If the decision is to grant a salary adjustment in order to address a salary discrepancy, such salary adjustment shall be added to the Faculty member's base salary no later than the start of the academic year following the completion of the review process.

E. Faculty members with twelve (12) month contracts will receive across the board increases which are 2/9 greater than the amount awarded for Faculty members with nine (9) month contracts whenever fixed amounts, rather than percentage increases, are negotiated.

Section 2. Faculty Excellence Awards – General Principles (Merit).

A. When provided for in this Agreement, the University will establish an additional salary pool for the purpose of recognizing documented Faculty Excellence in achievement, performance, and contribution.

B. Two broadly-defined areas of demonstrated Faculty excellence, consistent with the mission of the academic unit/campus and evaluative criteria and relative weighting defined in the academic unit/campus handbook, are to be recognized through Faculty Excellence Awards: (1) the *Scholarship of Teaching/University Citizenship*, including student advisement and efforts in support of student recruitment and retention activities of the unit/campus, college, and/or University; and (2) demonstrated

productivity and substantiated achievement in the *Scholarship of Discovery, Integration,* and/or *Application.*

C. When Faculty Excellence Awards are to be made, pools for this purpose shall be established separately for the Kent campus (the "Kent Campus pool") and for the Division of Regional Campuses (the "Regional Campus pool"). In each year, the Kent Campus pool shall be equal to the designated percentage of the previous academic year's base annual contract salaries of continuing members of the bargaining unit from the Kent campus. In each year, the Regional Campuses pool shall be equal in per capita amount for continuing members of the bargaining unit from the Division of Regional Campuses to the per capita amount calculated for continuing members of the bargaining unit from the Kent Campus by the application of the above formula.

D. The expectation is that fifty percent (50%) of the Kent Campus pools shall be used to support Faculty Excellence Awards in each of the two (2) areas of demonstrated achievement/substantiated positive contribution identified in Section 2. B. hereof. The expectation is that two-thirds (2/3) of the Regional Campuses pool will be used to support Faculty Excellence Awards recognizing contributions in (1) the *Scholarship of Teaching/University Citizenship,* including campus, professional, and appropriate community service, and one-third (1/3) for (2) demonstrated productivity and substantiated achievement in the *Scholarship of Discovery, Integration* and/or *Application,* including appropriate and substantiated professional development.

E. *Procedures.*

1. The Provost shall distribute the Kent Campus pool on a per capita basis to the colleges and independent schools of the Kent Campus. The Provost shall distribute the Regional Campuses pool on a per capita basis to each of the regional campuses within the Division of Regional Campuses.

2. Eighty percent (80%) of the allocation to each college, independent school or regional campus shall be for the purpose of establishing Faculty Excellence Awards at the academic unit or regional campus level. The remaining twenty percent shall be reserved for use in the discretion of the college, independent school or campus Dean.

3. At the departmental, independent school and regional campus levels, preliminary assessment of materials submitted for evaluation will be made by the Faculty advisory body identified for that purpose by the academic unit/campus handbook. Following receipt of recommendations from the Faculty advisory body, the department Chair or independent school or regional campus Dean will make a preliminary determination of Faculty Excellence Awards and will notify Faculty of the preliminary determination. A Faculty member will have the right to request reconsideration of the preliminary determination. This request will be considered by the Faculty advisory body, which will make a recommendation on the merits of the request to the department Chair or independent school or regional campus Dean. The final determination of a department Chair shall be transmitted to the appropriate dean while the final determination of a regional campus Dean shall be transmitted to the Chief Academic Officer for Regional Campuses. The final determination of an independent school Dean shall be transmitted directly to the Provost. In the instance of the School Technology, the Dean's determinations for Faculty located at the Kent Campus shall be forwarded to the Chief Academic Officer for Regional Campuses.

4. Upon receipt of final determinations from department Chairs or regional campus Deans, the Deans and the Chief Academic Officer for Regional Campuses, respectively, shall distribute

Faculty Excellence Awards, including that portion of the Kent Campus pool or Regional Campuses pool designated for their use.

5. Procedures and timelines for determining Faculty Excellence Awards for any given year shall be conducted in accordance with guidelines issued by the Office of the Provost, following consultation with the Association. Criteria, performance expectations, and departmental/campus procedures for assessing Faculty Excellence shall be included in academic unit and regional campus handbooks and communicated to the Faculty in advance of the submission of materials for review.

F. Faculty Excellence Awards will become part of the continuing bargaining unit member's base annual contract salary in the academic year in which the Award is received. They will be added to the bargaining unit member's salary after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

Section 3. Salaries - Academic Years 2004-2005 through 2007-2008.

A. For the Academic Year 2004-2005.

1. Each continuing member of the bargaining unit shall receive a two percent (2%) lump sum payment computed on his/her base annual contract salary as it had been established for academic year 2003-2004. For Faculty whose promotion in academic rank took effect in AY 2004-2005, the following promotion increases will be included in the lump sum payment:

Promoted to:	*Promotion Increase:*
Full Professor	$5,500
Associate Professor	$4,500
Assistant Professor	$3,500

These amounts shall also be added to each Faculty member's base salary before any further adjustments are made for 2005-2006.

B. For the Academic Year 2005-2006 .

1. *Standard increment.* For the academic year 2005-2006, each continuing member of the bargaining unit shall receive a standard increment of three percent (3%) of his/her base annual contract salary as established for academic year 2004-2005.

2. *Contingent Supplemental Increment Pool.* The percentage salary increment under this Agreement shall be increased by up to an additional two percent (2%), or five percent (5%) total (base salary increase, Faculty Excellence Award, and contingent supplemental increment), if the percentage increase in the total revenue for the Kent Campus and Regional Campuses in FY 2006 from instructional fees, the state share of instruction, Success Challenge, and Access Challenge exceeds 102% of the income from these sources in FY 2005. This calculation shall exclude any new instructional fee revenue or state appropriation that may be restricted or designated for specific purposes. These purposes shall include restrictions legislated by the State of Ohio, contractual or grant requirements including funds pledged to guarantee student loans, revenues distributed to other Ohio colleges or universities as a result of contracts or collaborations, profits distributed to academic colleges and departments from the summer session entrepreneurial program and all revenues distributed to academic colleges and departments based on written entrepreneurial agreements. A full description of the calculation process is provided under Addendum E.

C. For the Academic Year 2006-2007.

1. *Standard increment.* For the academic year 2006-2007, each continuing member of the bargaining unit shall receive a standard increment of three percent (3%) of his/her base annual contract salary as it had been established for academic year 2005-2006.

2. *Contingent Supplemental Increment Pool.* The percentage salary increment under this Agreement shall be increased by up to an additional two percent (2%) or five percent (5%) total (base salary increase and contingent supplemental increment), if the percentage increase in the total revenue for the Kent Campus and Regional Campuses in FY 2007 from instructional fees, the state share of instruction, Success Challenge, and Access Challenge exceeds 102% of the income from these sources in FY 2005 plus the total percentage salary increment in FY 2006. This calculation shall exclude any new instructional fee revenue or state appropriation that may be restricted or designated for specific purposes. These purposes shall include restrictions legislated by the State of Ohio, contractual or grant requirements including funds pledged to guarantee student loans, revenues distributed to other Ohio colleges or universities as a result of contracts or collaborations, profits distributed to academic colleges and departments from the summer session entrepreneurial program and all revenues distributed to academic colleges and departments based on written entrepreneurial agreements. A full description of the calculation process is provided under Addendum E.

D. For the Academic Year 2007-2008.

1. *Standard increment.* For the academic year 2007-2008, each continuing member of the bargaining unit shall receive a standard increment of three percent (3%) of his/her base annual contract salary as it had been established for academic year 2006-2007.

2. *Contingent Supplemental Increment Pool.* The percentage salary increment under this Agreement shall be increased by up to an additional two percent (2%) or five percent (5%) total (base salary increase and contingent supplemental increment), if the percentage increase in the total revenue for the Kent Campus and Regional Campuses in FY 2008 from instructional fees, the state share of instruction, Success Challenge, and Access Challenge exceeds 102% of the income from these sources in FY 2005 plus the total percentage salary increment in FY 2006 and FY 2007. This calculation shall exclude any new instructional fee revenue or state appropriation that may be restricted or designated for specific purposes. These purposes shall include restrictions legislated by the State of Ohio, contractual or grant requirements including funds pledged to guarantee student loans, revenues distributed to other Ohio colleges or universities as a result of contracts or collaborations, profits distributed to academic colleges and departments from the summer session entrepreneurial program and all revenues distributed to academic colleges and departments based on written entrepreneurial agreements. A full description of the calculation process is provided under Addendum E.

Section 4. Promotion Increments.

Any Faculty member who is promoted in rank for the academic years 2005-2006, 2006-2007, or 2007-2008 shall receive the following promotion increase, in addition to the general salary increase provided in Section 3 hereof:

Promoted to:	*Promotion Increase:*
Full Professor	$5,500
Associate Professor	$4,500
Assistant Professor	$3,500

Section 5. Salary Minima [Floors] - Beginning Academic Year 2005-2006

As a means of assuring appropriate entry-level pay at each regular full-time academic rank for highly skilled and extensively trained professionals such as University Faculty, the University's past practice of establishing salary minima on a University-wide basis for each regular academic rank shall be preserved.

A. The minimum annual contract salaries for Faculty members at each of the professional academic ranks for the academic year 2005-2006 shall be as follows:

	9 mo. contract	*12 mo. contract*
Professor	$62,000	$75,778
Associate Professor	$51,000	$62,333
Assistant Professor	$40,000	$48,889
Instructor	$36,000	$44,000

B. The minimum annual contract salaries for Faculty members at each of the professional academic ranks for the academic year 2006-2007 shall be as follows:

	9 mo. contract	*12 mo. contract*
Professor	$64,000	$78,222
Associate Professor	$53,000	$64,778
Assistant Professor	$42,000	$51,333
Instructor	$38,000	$46,444

C. The minimum annual contract salaries for Faculty members at each of the professional academic ranks for the academic years 2007-2008 shall be as follows:

	9 mo. contract	*12 mo. contract*
Professor	$66,000	$80, 667
Associate Professor	$55,000	$67,222
Assistant Professor	$44,000	$53,777
Instructor	$40,000	$48,888

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

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

Section 7. Rates for Kent Campus Faculty Parking Permits.

Rates for parking for members of the bargaining unit shall be as follows:

	Per semester	*Per academic year*	*Per twelve months*
2005-2006, 2006-2007, and 2007-2008	$49.50	$99.00	$132.00

Section 8. Benefits.

A. Maintenance of Benefits

1. From September 16, 2004 through and including December 31, 2005, the University agrees to maintain the existing insurance benefits, with additions to coverage as noted below (B.5).

2. Effective September 16, 2004, through the life of this Agreement, the University agrees to continue offering health insurance plans according to the guidelines set forth below:

   a. The University reserves the right to change medical insurance carriers during the course of the contract so long as there is no significant disruption in patient provider relationships as a result of a change in carrier. "Significant disruption in patient provider relationships" shall be determined for medical insurance plans according to the following method:

      i. The University will request from the current primary insurance network administrator a complete provider utilization profile for the most recent 12 months of claim experience. This file will contain all facility (hospital, urgent care center, etc.) and professional (physician, physical therapist, etc.) claim charges submitted for the group for the specified time.

      ii. The University and the administrator will then identify the percent total dollars and the percent of individual claims that were incurred with providers that are participating in the current network.

      iii. The University will then request that prospective insurance network administrators make a similar determination for the percent of total dollars charged and percent of individual claims incurred.

      iv. If both the percent claim dollars charged and individual incurred claims covered by the proposed administrator is equal to or greater than ninety (90) percent of the percentage identified by the current network administrator, then "no significant disruption" is determined.

   b. The University may offer Faculty voluntary access to additional plans provided by medical insurance carriers that do not meet the requirement of "no significant disruption."

   c. The University reserves the right to change carriers for other coverages during the course of the contract so long as the plan of benefits is not reduced, except as provided below.

B. Health Insurance Benefit for 2005. Effective January 1, 2005, the University will allow Faculty members to select one of the following health insurance plans under the terms and conditions set forth herein:

1. The 90/80 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant coverage limitations as set forth in Attachment A hereto.

    a. Recognizing that Schedule A represents a median employee contribution equal to 7.5% of the premium for the 90/80 PPO plan, the Association and University agree that if the premium for the 90/80 PPO plan changes on January 1, 2005, the University will implement a revised schedule which reflects a median employee contribution of 7.5% of the then-current premium. In developing the schedules for employee contributions for January 1, 2005 the University will use salary ranges and contribution rates reflecting the same methodology used in establishing Schedule A.

    b. If the University's actual cost for providing medical and dental insurance (a combined cost of claims paid plus administrative charges) is less than the amount defined by the premium used to calculate the contribution rates in Schedule A, then the rates for a subsequent year will be reduced by an amount representing the percentage savings in a preceding year, once the actual costs have been determined.

    c. Faculty members whose principal place of residence is other than in the counties of Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Stark, Summit or Wayne will pay one-half (½) of the employee contribution that would otherwise be applicable.

2. The 90/70 POS plan with deductibles, co-insurance, out-of-pocket limitations and other significant coverage limitations as set forth in Attachment A hereto. In order to provide a plan with identical benefits but with different network providers, the University will also continue to offer an Alternative Point-of-Service plan. Until January 1, 2006, the University will pay the full cost for providing the 90/70 POS plan and the Alternative Point-of-Service Plan.

3. The 100/60 POS plan with deductibles, co-insurance, out-of-pocket limitations and other significant coverage limitations as set forth in Attachment A hereto. The employee contribution for this plan will be the same as that in effect for the 90/80 PPO plan.

4. HMO Plan.

    a. Faculty members may continue to participate in an HMO plan for so long as it is made available to them by the carrier, or as long as the University makes this option available.

    b. On and after July 1, 2002, the schedule of employee contributions for the HMO plan may be modified by the University so that the University's share of the HMO premium at the median salary level is approximately equal to the University's then-current premium cost for the 90/70 POS plan.

5. Effective January 1, 2005, for all medical plan options, the benefit limits for well-child care for children from birth to age nine (9) will be removed. Well-child care includes a review performed in accordance with the American Academy of

Pediatrics. This review includes a history, complete physical examination, and developmental assessment along with anticipatory guidance, laboratory tests, and immunizations.

C. **Health Insurance Benefit for 2006 and later.** Effective January 1, 2006, the University will allow Faculty members to select one of three health insurance plans as set forth herein:

1. The 90/70 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment B hereto.

2. The 80/60 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment B hereto.

3. The 70/50 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment B hereto.

4. In addition to the plans described in C1 to C3 above and made available through the primary insurance network, the 90/70 PPO and 80/60 PPO plans, with identical benefits and cost sharing provisions, will also be offered with access to an alternative network of providers, if necessary.

5. Effective January 1, 2006 for all medical plan options the following changes will be implemented:

    a. The lifetime maximum benefit will be increased to $2,500,000. The lifetime maximum will include all benefits paid under the university health plan since January 1, 2003.

    b. The definition of dependent will be changed to include eligible children over the age of 20 up to their 25th birthday so long as they remain dependents of the employee and are students in a post-secondary institution progressing toward a degree or professional certification.

6. Effective January 1, 2006 coverage under the health, prescription drug and vision plans will be provided to Faculty members with monthly contributions required. Faculty members electing coverage under any of the Plan options will contribute a monthly amount which will be calculated with the contribution at the median university salary level equal to 10% of the cost of coverage for the 90/70 PPO, 8% of the cost of coverage for the 80/60 PPO and 6% of the cost of coverage for the 70/50 PPO. There will be no difference in employee contributions based upon county of residence.

    a. There shall be no more than twelve (12) salary levels in the schedule of employee contributions. Monthly contributions will be calculated in the same manner as those appearing in the estimates in Schedule B attached.

    b. The University will provide a one-time lump-sum offset for calendar year (CY) 2006 (1/01/06 through 12/31/06) toward required Faculty contribution to health-care benefit plans.

i. The offset will take the form of a tax-advantageous account which will roll over from one calendar year to the next based upon utilization by the individual Faculty member.

ii. The amount of the offset will be determined based upon the plan option a Faculty member is enrolled in during CY 2005 in accordance with Schedule C attached.

D. Coverage for Preventive Services.

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

E. Life Insurance Benefit.

1. The life insurance benefit made available to Faculty members as of September 15, 2004, shall be maintained through December 31, 2005 with no employee contributions. The life insurance benefit is calculated as 2.5 times base annual earnings, rounded to the next highest $1,000, but not more than $200,000. A separate additional benefit up to the amount of the life insurance will be paid for accidental death, dismemberment, or loss of sight. The amount of Life and Accidental Death and Dismemberment benefits will be reduced to 65% at age 60, and further reduced (from the original insurance amount) as follows: to 50% at age 65, 30% at age 70, and 20% at age 75. The University reserves the right to change the carrier or otherwise alter the method of providing the life insurance benefit.

2. The basic life insurance benefit made available to Faculty members as of January 1, 2006, shall be calculated as 3 times base annual earnings, rounded to the next highest $1,000, but not more than $200,000. A separate additional benefit up to the amount of the life insurance will be paid for accidental death and, dismemberment, or loss of sight. The amount of Life and Accidental Death and Dismemberment/ Loss of Sight benefits will be reduced to 65% at age 65, and further reduced (from the original insurance amount) as follows: to 50% at age 70, and 35% at age 75. Basic life insurance and AD&D benefits will be provided with no employee contributions.

3. Effective January 1, 2006, Faculty members will be eligible to purchase the following supplemental coverage:

   a. additional amounts of group term life insurance at a level of between one (1) and three (3) times the Faculty member's annual salary with a maximum of $500,000. The guaranteed issue level at initial enrollment will be determined by the life insurance carrier.

   b. group term life insurance for spouses at a level of between one (1) and three (3) times annual salary with a maximum of $500,000. The guaranteed issue level at initial enrollment will be determined by the life insurance carrier.

   c. group term life insurance for eligible dependent children at a level of $10,000.

F. Prescription Drug Benefit.

The prescription drug benefit in effect as of September 15, 2004, shall be maintained until December 31, 2005. Faculty members electing any medical plan except the HMO will be eligible to participate in the current prescription program. Purchases are subject to a 20% co-insurance from the employee (10% for generics), but are not subject to an annual deductible. The maximum coinsurance for any single prescription will be $50.

1. Prescription drug benefits for Faculty members electing medical benefit plans set forth in Section B.1 through B.3 and C.1 through C.4 above shall also include coverage for oral contraceptives.

2. Effective January 1, 2006 the prescription drug benefit provided to employees electing one of the medical plans set forth in Sections C.1 through C.4 above will include the following features:

    a. Medications may be received from either a retail pharmacy or a mail service pharmacy subject to the limitations below. The maximum prescription available at a retail pharmacy is a 30-day supply; the maximum prescription available from the mail service pharmacy is a 90-day supply.

    b. Co-insurance levels will be 10% for generic medications, 20% for brand name medications and 30% for brand name medications when a generic equivalent is available. The maximum coinsurance for any single prescription will be $50.

    c. Benefits will be provided for maintenance medications (whether brand or generic) through a retail pharmacy for a 30-day prescription and two 30-day refills at the retail level. After the initial 90-day period, benefits will be provided for maintenance medications through the mail service pharmacy only.

G. Dental Benefit.

1. The dental benefits made available to Faculty members as of September 15, 2004, or their approximate equivalents, shall be maintained. The University will pay the full cost of the premium for single coverage. Employee co-payment of premiums for dual coverage (one dependent) and family coverage (more than one dependent) will equal the actuarial rated premium for dependent coverage.

2. Faculty members may elect to participate in the Aetna Dental Plan in lieu of the dental plan referenced in Section 7.H.1. hereof. The University will pay the full cost of the premium for single coverage or dual (one dependent) coverage. Employee co-payment of premiums for family coverage (more than one dependent) will be $10.00 per month.

H. Vision Care Benefit.

The basic vision care benefit plan in effect as of September 15, 2004, shall be maintained. Any unused benefit per person per year may be carried over to the subsequent year up to a maximum of two years.

I. Early Retirement.

1. The decision to retire is an individual matter. The University will provide advice and counsel to any Faculty member who may wish to examine the possibilities available through early retirement. The individual Faculty member should first determine his/her retirement status and options with the State Teachers Retirement System.

2. The University and the Association mutually recognize that under appropriate circumstances and when appropriately structured and implemented, an early retirement incentive program is mutually desirable. Accordingly, the Association hereby authorizes the University to develop and implement an early retirement incentive program at such time and under such terms and conditions as the University deems appropriate. The University shall only be obligated to provide the Association with information about the terms and conditions of the program prior to implementation.

J. Alternative Retirement Plan.

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

1. Contributions will be maintained so that the total University contribution (the combination of: the payments to STRS to offset the negative impact of the ARP; and the contributions to the ARP itself) will be equal to the University contributions for STRS members.

2. Employee contributions shall be identical to the amount paid to STRS.

3. The vesting in the ARP shall be immediate.

4. Contributions during leaves of absence would be continued as they are for STRS currently, to the extent permissible under the Internal Revenue Code.

K. Fee Remission.

The general fee and the instructional fee shall be waived for eligible Faculty members' spouses and also for dependent children to age 28 for members of the bargaining unit whose appointment began prior to August 2005. For Faculty appointments beginning with AY 2005-06, the general fee and the instructional fee shall be waived for eligible Faculty members' spouses and also for dependent children to age 25. Overall eligibility requirements will not be greater than those specified in the University's revised Administrative Policy Regarding Tuition Benefits published at 3342-6-24 of the *University Policy Register*.

L. Sick Leave Bank.

1. Enrollment.

   a. The parties agree that a Sick Leave Bank will be maintained as established. Participation by Faculty in the Sick Leave Bank will be on a voluntary basis. Membership in and use of the Sick Leave Bank will be limited to those Faculty who have contributed to the Bank.

b. Each Faculty member may contribute up to ten (10) days of his/her accumulated sick leave during the annual enrollment period. The enrollment periods will be September 1 through September 30 of each academic year. New Faculty hired after September 30 will have two (2) weeks to enroll. To remain an active Bank member, a Faculty member must donate at least one (1) day, but not more than ten (10) days, of his/her accumulated sick leave. Donated days are not returnable.

2. Operational Procedures.

a. The Office of Academic Personnel will be responsible for the ongoing administration of the Sick Leave Bank.

b. Use of days from the Sick Leave Bank will be limited to personal illness of, or injury to, the bank member and to other qualifying persons or purposes defined in the University's sick leave policy and procedures, currently incorporated in the University Policy Register at 3342-6-31. For the limited procedural purposes of implementing and maintaining the Sick Leave Bank only, a "day" is defined in this Section K as an 8-hour working day.

c. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days.

d. Normally the maximum number of days that a member may use may not exceed thirty (30) days in any academic year. In cases of a documented medical condition requiring an extended absence from assigned duties, beyond the normal parameters of the Sick Leave Bank, a member may request an additional thirty (30) days. In cases involving extraordinary circumstances, a request for the withdrawal of additional days in thirty-day increments beyond the initial extension of thirty days in thirty-day increments, up to a total of 180 days, may be made to the administering office or agency. The administering office or agency will review all such requests and make a recommendation to the Vice President for Human Resources, or his/her designee, for final determination.

3. Pay Back Procedures.

Bank members who borrow days from the Sick Leave Bank will pay the days back at the end of each academic year at the rate of twenty-five percent (25%) of his/her unexpended accumulation of sick leave as of that date until the total number of days borrowed has been returned to the bank. At a Faculty member's retirement from the University, any accumulated sick leave will be used to repay remaining sick leave days borrowed from the Sick Leave Bank before any redemption of unused sick leave is calculated.

M. Conversion of Sick Leave

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

1. Requests to convert accrued sick leave to personal leave are intended to cover absences due to mandatory court appearances, legal or business matters, family emergencies or any other personal matters.

2. (i) Requests must be approved in advance by the appropriate academic unit administrator (department chair, school director, regional campus dean, college dean, or Dean of Libraries and Media Services).

   (ii) Normally such requests, utilizing the University's standard procedure for approving sick or personal leave absences, will be filed with the appropriate administrator five (5) days in advance of the requested absence.

   (iii) Any such request will indicate how any instructional duties or other University-service responsibilities will be affected and what is the planned disposition of those duties and responsibilities during the requested absence.

   (iv) Personal leave requests will not be granted unless approved by the appropriate administrator.

   (v) If a Faculty member is unable to submit a request in advance of an absence, then he/she must submit the appropriate request for approval of an absence immediately upon return.

3. Personal leave may be requested in minimum units of one-half day (4 hours).

4. A Faculty member must retain a minimum balance of at least 120 hours of accrued sick leave.

5. A maximum of 32 hours (4 days) of accrued sick leave may be converted to personal leave per year for 9-month Faculty.

6. A maximum of 40 hours (5 days) of accrued sick leave may be converted to personal leave per year for 12-month Faculty.

N. Utilization of Wellness and Recreation Center.

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

Section 9. Section 125 Plan.

Effective January 1, 1993, the University established plans, in accordance with and subject to applicable laws and regulations, pursuant to which Faculty members could annually make a voluntary election to have a specified amount withheld on a pre-tax basis from each paycheck to be used to pay the Faculty member's share of any contributions to premium costs for medical or dental coverage under Section 8 hereof (the "Section 125 plan") and for reimbursement of eligible dependent care and health care expenses (the "Flexible Spending plans"). The University shall continue these established plans for the duration of this Agreement.

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

Section 10. Non-Academic Leaves.

The University will continue to make leaves of absence available to members of the Faculty in accordance with then-current University policy. The University will give the Association thirty (30) days

written notice prior to implementing any change in non- academic leaves, during which time the University agrees to meet and confer with the Association concerning the impact of such proposed changes on members of the Faculty. Such leaves shall include: leave of absence without pay, sick leave, temporary disability leaves, court leave, and military leave of absence.

Section 11. Vacation for 12-month Faculty

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

ARTICLE XIII
No Strike No Lockout

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XIV
Association Rights

Section 1.

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

Section 2.

During the fall semester of each academic year, the University will furnish to the Association a complete list of the members of the Faculty. Interim changes, including promotions, terminations, and new hires of bargaining unit members and their departmental affiliation will be provided to the Association immediately following confirmation of the employment action by the Board of Trustees. The University will also provide to the Association copies of minutes of official meetings of the Board of Trustees, including all information contained in the Board Books as released to the University Archives.

Section 3.

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

Section 4.

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

Section 5.

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

For the duration of this Agreement, the University will rent to the Association its current office space at 1100 E. Summit Street, Kent, Ohio at the same terms currently in effect. In addition to this office space, the University will provide the Association with network access and campus telephone, when available, at the same rates and under the same conditions as these services are made available for campus organizations.

The University will provide parking permits, up to three (3) in number, for Association staff at 1100 E. Summit Street, Kent, Ohio. Any valid University parking permit, including those issued by the Regional Campuses, will be valid for parking at 1100 E. Summit Street, Kent, Ohio. For Faculty from regional campuses that do not utilize or issue parking permits for campus use, day-permits for visits to the Association offices may be secured from the Office of the Dean of the Faculty member's regional campus, from the office of the Vice Provost for the Regional Campuses, or from the Association offices.

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

The University will pay the costs of printing and binding copies of this Agreement. The number of copies will be determined jointly, and distribution will be shared by the University and the Association.

Section 6. Release Time.

The University will grant a pool of release time in the form of workload equivalencies of up to thirty-nine (39) workload hours per calendar year for use by Faculty members designated by the Association. The Association may carry over unused release time from one calendar year to the next, to the limit of two-thirds (2/3) of the previous year's release time allocation.

The Association will notify the Office of Faculty Affairs and Curriculum of the Faculty members for whom release time is requested no later than sixty (60) days prior to the start of the semester or Summer term for which release time is sought. The President of the Association and the Chair of its grievance committee may be released for up to six (6) workload hours per semester to a maximum of twelve (12) hours each for a calendar year. Ordinarily, no other Faculty member will be released for more than three (3) workload hours per semester or summer term. The specific details of the release from duties will be worked out between the Faculty member for whom release time is requested and the appropriate administrative officer.

The Association's requests for allocations from its annual release time pool during the Summer terms may not exceed a total of twelve (12) hours of workload equivalencies or three (3) hours for any individual, including the Association President and grievance committee chair except for summers during which negotiations are actively in progress when the Association may use up to an additional fifteen (15) hours of its workload equivalencies for core members of its Bargaining Team. Release time will not be made available during the Intersession(s).

Only in extraordinary circumstances may the utilization of the Association's pool of workload equivalencies reduce the instructional portion of the Faculty member's assigned workload to zero for a semester. In no circumstances may the utilization of the Association's pool of workload equivalencies reduce the instructional portion of the Faculty member's assigned workload to zero for two (2) semesters in consecutive academic years. In the event that the University has reason to deny the request, the Office of Faculty Affairs and Curriculum shall immediately notify the Association of the fact and of the reasons therefore. In such an instance, the Association will be provided with an opportunity either to substitute an additional release time request, notwithstanding the time lines indicated above, or to reserve the workload hours of the rejected request to its carry-over of unused hours for utilization in the next term or academic year.

Section 7. Representation Fee.

A. By November 1, 2005, a vote shall be conducted of all members of the bargaining unit, as defined in Article II, Section 1 of this Agreement, with regard to the issue of a Representation Fee for

members of the bargaining unit who are not currently members of the Association.

B. For the issue of a representation fee to pass, there must be a positive vote by a majority (50% plus 1) of the total eligible members of the bargaining unit. If there is a positive vote, the representation fee shall go into effect August 2006.

C. The annual Fall semester (after the September 25 pay) Faculty census submitted by the Provost Office to the Faculty Senate Chair shall serve as the basis for determining the number of bargaining unit members appointed for AY 2005-06 and eligible to vote. Such list will include faculty members on leave but will exclude administrators with faculty rank.

D. The University and the Association shall jointly ask the American Arbitration Association ("AAA"), or some other mutually-agreed upon neutral third party, to certify the voter eligibility list and supervise the voting activity. The AAA shall also be responsible for certifying the results of the vote.

E. The content of the ballot shall be mutually agreed upon.

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

G. If a Representation Fee is approved and goes into effect, the Association shall reimburse the University for the following:

i. up to thirty (30) workload hours per academic year at the rate of 1/24 of each released Faculty member's annual academic year salary per credit hour;
ii. rent of the Association Office space at 1100 E. Summit Street, Kent, Ohio, at current market rates;
iii. up to three (3) parking permits at current rates;
iv. day permits shall be purchased at normal departmental rate.

In addition, the University will no longer offer the Association release time hours during the summer or Intersession(s). The above provisions shall only apply when a representation fee is in effect.

ARTICLE XV
Notification of Nonreappointment and Resignation

Section 1. Notification of Nonreappointment.

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

Probationary Year of Employment	*Notification Period*
First Year	By March 1
Second Year	By December 15
Third Year	Twelve Months
Fourth Year	Twelve Months
Fifth Year	Twelve Months

Section 2. Resignation.

Any member of the Faculty who is resigning from the University must notify in writing the Provost at least sixty (60) days prior to the end of the regular academic year.

ARTICLE XVI
Miscellaneous

Section 1. Separability, Savings, and Applicable Law.

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

Section 2. Additions or Modifications to Agreement.

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

Section 3. Past Practice.

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

Section 4. Academic Year.

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

ARTICLE XVII
Faculty Professional Development

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

Section 1. Faculty Professional Improvement Leaves.

There is currently in effect a University policy on faculty professional improvement leaves that was passed by the Faculty Senate and approved by the Board of Trustees on June 11, 1986. That policy, which is recorded in the *University Policy Register* at 3342-6-351, shall remain the University policy on faculty professional improvement leave during the term of this Agreement unless and until said policy is modified as the result of and in accordance with specific recommendations initiated and passed by the faculty elected representatives of the Faculty Senate.

Section 2. Maintenance of Faculty Research Support.

For the duration of this Agreement, the University will maintain current practices and current financial support for Faculty research through the existing structure of the University Research Council. Any change in the current number of summer research and creative activity awards would require consultation with the University Research Council.

Section 3. Maintenance of Faculty Teaching Support.

For the duration of this Agreement, the University will maintain current practices and current financial support for Faculty teaching and instructional improvement/enhancement activities through the structure and programs of the University Teaching Council. Any change in the current number of summer teaching development awards would require consultation with the University Teaching Council.

Section 4. Maintenance of Support for the Faculty Professional Development Center.

For the duration of this Agreement, the University will maintain current practices and current financial support for Faculty professional development through the structure and programs of the Faculty Professional Development Center.

ARTICLE XVIII
Intellectual Property Rights

Section 1. Scope.

This Article sets forth the rights and obligations of the parties hereto as to intellectual property rights of the University and the Faculty, such rights to include, but not be limited to, rights in intellectual property that can be copyrighted. The conditions of this Article exist within the context of, and are not intended to contravene, applicable federal or state statute or regulations, including but not limited to Section 201(b) of the Copyright Revision Act of 1976 and Ohio Revised Code Section 3345.14, and extant University policy and established procedures. Works subject to trademark or patent registration as defined in University Policy 5-10, as in effect January 1, 1999, are explicitly excluded from the provisions of this Article.

Section 2. Principles.

A. Encouraging the creation of intellectual property by the Faculty at Kent State University through royalty and workload remuneration is in the best interest of both the Faculty and the University.

B. The Faculty, through University facilities, workload, and salary support, are in the best position to create intellectual property.

C. Protecting the ownership of intellectual property created by the Faculty at Kent State University is in the best interests of both the Faculty and the University.

D. The University, through its financial systems, records systems, legal counsel support, collective purchasing power, and administrative staff support, is in the best position to administer, license, and protect intellectual property.

E. The named owner is responsible for all incidents of protection of the intellectual property and liable for all claims that the intellectual property infringe on rights held by third parties.

F. The University acknowledges the need to encourage and reward Faculty creation of works of intellectual property. Likewise, Faculty who develop or enhance their intellectual property with the assistance and support of University resources and services recognize an obligation to reserve the distribution and uses of the products of that collaboration to support and not compete or conflict with the interests and educational purposes and programs of the University.

G. Faculty possess an implicit right-to-use of intellectual property owned and/or made available as a service by the University in the course of the fulfillment of the Faculty member's normal duties and responsibilities. Such use shall respect the copyright protections and rights of the copyright holder and established procedures for access to those materials.

H. The University historically has not, and does not now, assert any claim or ownership interest in the following categories of scholarly works: textbooks; class notes; class handouts; test items and examination materials; student responses on tests and examinations; research proposals; classroom presentations; research articles; research monographs; student theses and dissertations; paintings; drawings; sculpture; musical compositions and performances; dramatic works and performances; poetry; and popular fiction and nonfiction. Ownership of these categories is waived by the

University. Nothing in this Section 2 shall compete or conflict with the educational interests and purposes of the University.

Section 3. Definitions.

A. WORK: A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional material, as defined herein, is included in this definition.

B. INSTRUCTIONAL MATERIAL: "Instructional material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional coursework/software, programmed instructional materials, three-dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by a Faculty member, and which are used to assist or enhance instruction. Included in this definition are all distance/distributed learning courses and/or modules.

C. NET PROCEEDS: "Net proceeds" are the gross receipts derived from intellectual properties, including but not limited to rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the University in connection therewith, including but not limited to, all direct costs and expenses, costs and expenses of obtaining, securing and protecting copyrights and all attorney's fees except those attorneys fees incurred in challenges to Faculty members' ownership claims or disputes. Gross receipts do not include tuition and fees received by Kent State University. Net proceeds from copyrights will be distributed in accordance with a written agreement between the University and the Faculty member. If no agreement exists, the matter may be referred to the Intellectual Property Rights Resolution Board for determination of the distribution of the net proceeds.

D. INDEPENDENT FACULTY EFFORTS: "Independent Faculty efforts" are "works" made in the course of independent efforts of the Faculty; the ideas came from the Faculty, and the "work" was not a University sponsored effort. Intellectual property created by the Faculty member in the fulfillment of the Faculty member's normal duties and responsibilities under this Agreement is presumed to be an independent effort.

E. UNIVERSITY SPONSORED EFFORTS: "University sponsored efforts" occur only when the Faculty member and the University knowingly and voluntarily enter into a written agreement to specifically create such specified intellectual property. Such efforts are not a part of the fulfillment of a Faculty member's normal duties and responsibilities under this Agreement.

F. JOINT EFFORTS: "Joint Efforts" occur when the Faculty member and the University knowingly and voluntarily enter into a written agreement to specifically create or use such specified intellectual property as part of the fulfillment of the Faculty member's normal duties and responsibilities under this Agreement.

G. COMPILATION: Works which are created involving a combination of university-owned intellectual property together with faculty-owned intellectual property.

Section 4. Ownership, Rights, and Responsibilities.

A. ***Exemption.***

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

B. ***"Works".***

1. *Independent Faculty Efforts*: A work made in the course of a Faculty member's normal duties and responsibilities is the property of the Faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The University is not held responsible for any opinions expressed in the work nor for any direct, indirect, special or consequential damages resulting from the creation or exploitation of the property.

2. *University-Sponsored Efforts*: If the work was sponsored by the University, the University shall retain all rights and net proceeds. The University is the owner of intellectual property only when the Faculty member and University knowingly and voluntarily enter into a written agreement to specifically create or use such specified intellectual property in exchange for additional compensation. A copy of this agreement shall be filed with the University Counsel, with copy to the Association when Faculty are party to the agreement.

3. *Joint Efforts*: A Faculty member and the University are joint owners of intellectual property only when they knowingly and voluntarily enter into a specific written agreement to create and use such intellectual property. This agreement defines the developmental obligations, the rights to revise and update, the conditions of use, the terms and compensation for subsequent use, and the ownership share of each party. A copy of this agreement shall be filed with the University Counsel, with copy to the Association when Faculty are party to the Agreement. Leaves, grants or awards supporting professional development and/or scholarly activity from the University Teaching Council, the University Research Council and the Faculty Professional Development Center, which are part of a Faculty member's duties and responsibilities under this Agreement, shall not be considered compensation for the purposes of establishing University ownership unless the stipulated purpose of the paid leave, grant or award is to produce a University-sponsored work. The transfer or rights to use intellectual property of Faculty shall not be a condition for access to an award for faculty professional development, nor is it permitted to be included in the evaluation process for competitive awards.

4. *A Compilation:* If the work is a compilation, the Faculty member shall retain all ownership interests in his or her contribution but by allowing, by prior written agreement, his or her work to become part of the compilation thereby grants a non-exclusive, royalty-free license to the University for use of his/her contribution. While the University shall own the rights to the compilation, it shall own no rights in the underlying work beyond said license. Notwithstanding the royalty-free license, the University will share the net proceeds from the compilation with the Faculty member, as described in Section 3.C., above.

Section 5. Intellectual Property Rights Resolution Board.

A. An Intellectual Property Rights Resolution Board shall be empowered to provide internal resolution procedures in the case of a dispute of the ownership of intellectual property.

1. The resolution of ownership disputes by the Board shall be limited to the determination of the ownership of intellectual property and that determination shall be based primarily, but not exclusively, on the extent to which interested parties generated the intellectual property upon

which the ownership question rests. If no prior agreement has been reached between the parties on ownership rights to the intellectual property in question and the University or any Faculty collaborator wishes to assert rights of ownership, the University or the Faculty member may request such determination by the Intellectual Property Rights Resolution Board.

2. The Board shall resolve disputes arising from the failure of one or more of the parties to fulfill the terms of an agreement. In the case that the Board finds that one or more of the parties failed to meet its obligations, the Board may recommend a new distribution of ownership rights and subsequent use.

3. The Board shall be empowered to request any and all parties to submit evidence related to each case and to seek testimony from witnesses. The Board shall establish regularly scheduled sessions for hearing cases and may adopt such rules and regulations for hearing and deciding cases that are consistent with this Article. These rules and regulations shall be made available by the Board to the Association, to the University and to the parties to a specific case.

4. By engaging in these procedures, neither a Faculty member nor the University waives other rights described elsewhere in this Agreement or as provided by applicable state and federal law.

B. The Board shall consist of three (3) members of the University administration appointed by the Vice President and Dean for Research and Graduate Studies and three (3) Faculty members appointed by the Association.

1. The Chair of the Board shall be determined annually by the Board members.

2. The term of Faculty members shall be three years except that the initial appointments shall be for staggered terms. The terms of all Board members shall begin with the Fall Semester of the Academic Year except that if a case is being heard the Board as constituted at the start of the case shall hear the case to its conclusion.

3. The Board shall report to the Vice President and Dean for Research and Graduate Studies.

C. In considering a dispute as to ownership rights, the Board shall hear all evidence relating to a case and render a majority decision. Accordingly, the procedures at the hearing shall be informal and nonadversarial in nature. All persons and parties necessary to a full and complete hearing should be present. However, none of the parties to the case may be represented by legal counsel. A party may be represented by other members of the academic administration or by members of the Faculty who may act in an advisory role to the party.

D. After hearing the case, the Board shall render a determination of the ownership rights of each party to the intellectual property in question. Each party shall receive in writing notice of this determination. An appeal by either party of such determination by the Board shall be directed, in writing, to the Provost for final determination within the University.

E. All policies, procedures and responsibilities of the Patent and Copyright Board not modified in this Section shall remain as stated in University Policy 5-11, as in effect January 1, 1999, and apply to the Intellectual Property Rights Resolution Board.

Article XIX
Distance/Distributed Teaching

Section 1. Scope.

This Article, in conjunction with appropriate University policy and applicable provisions of departmental or other unit handbooks, provides procedures and guidelines for the development and use of electronically-purveyed instruction.

Section 2. Definitions.

Electronically-purveyed instruction is defined as courses which make substantial use of electronic computer technologies or in which the instruction occurs by live television, by cable or direct signal, transmission by telephone lines, fiber optic lines and/or exists in recorded form, including but not limited to digital or analog video tape, audio tape or CD-ROM.

Section 3. Responsibilities.

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

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

Section 4. Compensation.

A. ***Course Development and Revision.*** Normally, the initial development of an electronically-purveyed course shall be completed within one semester. In requesting the development of courses for electronic delivery, academic units and regional campuses shall give priority to Faculty of the unit/campus, consistent with the nature of the course and the qualifications and technical expertise of Faculty. This does not, however, preclude other faculty from developing courses for electronic delivery. Faculty who agree to perform the initial development of a course for electronic delivery may elect one or the other of the payment options specified below, such election to be made prior to the development of the course.

1. *Workload Equivalency.*

a. Faculty who initially develop a course for electronic delivery may elect to receive a workload equivalency appropriate to the scope and nature of the project, but of at least three (3) credit hours.

b. Faculty who agree to extensively revise a course for electronic delivery shall receive a workload equivalency as specified in the academic unit or regional campus handbook.

2. Alternatively, a Faculty member who initially develops a course for electronic delivery may elect to receive a *one-time cash payment*, payment to be made upon completion of the development of the course. The amount of the cash payment shall be agreed to by the Faculty member and the Associate Vice President, Information Services or Office of the Regional Campus Dean, as appropriate, prior to the undertaking of the development of the course. *(See ARTICLE XVIII, Section 4.)*

In the event of collaboration in the development or extensive revision of a course for electronic-delivery among two or more Faculty, an appropriate distribution of the payment option(s) indicated above is to be determined and agreed to prior to the undertaking of the development/revision activity.

B. ***Teaching Electronically-Purveyed Courses.*** Compensation for teaching electronically-purveyed courses as defined in this Article shall be the same as for traditional courses including workload provisions for heavy enrollment, as specified in the academic unit or campus handbook. Electronically-purveyed courses shall be part of the Faculty member's workload and shall be included in the faculty member's workload statement as provided in accordance with Article IX, Section 2.C. of this Agreement. If electronically-purveyed courses are part of an overload assignment, the overload compensation rate of 1/24 of base annual contract salary for each workload credit hour shall apply.

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

C. ***Faculty Development.*** Faculty members who develop and/or teach courses in electronically-purveyed formats must be provided with opportunities for access to supportive faculty development, consistent with the need of the Faculty and availability of University resources and services for that purpose. If these resources or services are not available, Faculty members cannot be required to teach the course.

1. In the event that a Faculty member develops and/or teaches, for the first time, a course for electronic delivery, the Faculty member will receive appropriate professional development and technical support assistance.

2. In instances of succeeding assignments to teach electronically-purveyed courses, the Faculty member is expected to demonstrate a level of technical competence that would enable him/her to teach the course. Ongoing technical support assistance will be available to Faculty members who teach succeeding offerings of the same course. In addition, technical support and logistical assistance shall be available to Faculty at all sites at which electronically-purveyed courses are offered.

ARTICLE XX
Joint Committees

Section 1. Joint AAUP/KSU Study Committee. The parties to this Agreement recognize the importance of direct communication and a collaborative problem-solving approach to issues and problems that affect Association-University relations. Accordingly, the parties agree to establish a labor-management committee. This committee shall be called the Joint AAUP/KSU Study Committee. It shall have as its purpose the joint exploration of solutions to problems that are brought by either party and that affect Association-University relations at Kent State. Recommendations made by this committee are not binding. The Committee will not replace or override existing faculty governance bodies at the University or other joint labor-management committees established in this Agreement. In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle grievances arising under the Agreement. The Joint AAUP/KSU Study Committee would explore issues such as staffing patterns within the KSU system, including the relative percentages of full-time, tenure-track Faculty; full-time non-tenure track faculty, part-time faculty; and administrators who teach, based upon institutional data provided by the University. As part of its charge, the Committee also should explore "best practices" as to how other institutions of higher education have approached issues related to staffing patterns and to what extent universities have developed guiding principles to ensure that the core of full-time tenure-track Faculty is not inappropriately eroded.

1. ***Representation.*** The Committee shall be composed of ten (10) members, all of whom may participate fully in the deliberations of the Committee.

   A. ***The Association*** – The President of the Association shall appoint five (5) members of the bargaining unit to represent the Association on this committee. He/she shall designate one of the five to serve as co-chair.

   B. ***University*** – The Provost shall appoint five (5) administrators to serve on this committee. He/she shall designate one of the five to serve as co-chair.

2. ***Organization.***

   A. ***Training*** – The first meeting of the Committee will include training provided by a representative of the U.S. Federal Mediation and Conciliation Service.

   B. ***Chair*** – Responsibility for chairing committee meetings will rotate between the Association and the University.

   C. ***Ground Rules*** – The Committee will develop ground rules to cover scheduling of meetings, setting agendas and other issues deemed appropriate by both parties.

   D. ***Minutes*** – Joint minutes, in the form of a summary of topics discussed and decisions reached, shall be taken. The Association and the University shall alternate in recording the minutes. Drafts of minutes from each meeting will be jointly reviewed and approved by both parties. These minutes will then be sent to committee members, the Association President, the Provost, and the Vice President for Human Resources.

   E. ***Meetings*** – The committee will hold its first meeting not later than sixty (60) days following the ratification of the Agreement. The committee will meet on an as needed basis but at least once

per semester. By mutual agreement, the committee may meet more frequently. A representative of the U.S. Federal Mediation and Conciliation Service may be invited to attend the meetings by mutual agreement.

3. ***Recommendations.*** Any recommendation coming from the committee shall be in the form of a joint recommendation to the Provost and to the Association President.

Section 2. Health Benefits Review Committee

A. The University and the Association agree to reconstitute the Health Benefits Review Committee for the purpose of continuing its review of all existing medical, dental, vision, prescription drug and life insurance benefits currently provided by the University. Among other things, the Committee will review the current level of benefits and methods of delivery and alternative structures for benefits plans. The Committee will also investigate improved coverage for colonoscopy as well as the costs to the University and Faculty of such benefits.

B. The Health Benefits Review Committee will be comprised of two members of the bargaining unit designated by the Association, two (2) members of the Administration, and not more than four (4) other individuals designated by the Administration. The Association will have an opportunity to consult with the Vice President for Human Resources prior to the implementation of any decision regarding the specific composition of the Committee or the establishment of a specific charge for the Committee.

C. The Committee will issue a written report setting forth its findings and recommendations. Such report will be available to the parties in advance of negotiations for a successor agreement to facilitate such negotiations. However, the parties may by mutual written agreement implement recommendations of the Committee during the term of this Agreement even if such recommendations involve changes in or additions to existing benefits provided under this Article.

Section 3. Child Care Review Committee.

With the effective date of this Agreement, the Child Care Review Committee shall be discontinued. Issues concerning child care services fall within the scope of the Quality of Faculty Work/Life Committee outlined in Section 4 below.

Section 4. Quality of Faculty Work/Life Committee.

A. The University and the Association agree that the Quality of Faculty Work/Life Committee is charged with the review and study of ways, exclusive of salary, in which the University could enhance the quality of the work/life of faculty members, especially women faculty members. In reviewing and studying quality of work/life issues, the Committee will pay special attention to gender issues within the nonsalary parameters outlined above; including recommendations concerning the development and content of a Family Leave policy.

B. The Committee will be comprised of four (4) members designated by the Association and four (4) members designated by the University. The Association and the University will each designate one of their respective appointees to serve as convenor so that there will be two (2) convenors.

C. This Committee shall be constituted no later than sixty (60) days following the ratification of this Agreement. All reports or sets of recommendations emanating from this Committee will be sent to the Provost, the Vice President for Human Resources, and the President of the Association.

D. The University and the Association recognize that the establishment of this Committee does not imply a commitment on the part of the University to commit additional resources.

ARTICLE XXI
Duration and Negotiation Procedure

Section 1. The effective date of this Agreement shall be the 23rd day of August 2005. Except as changes, amendments or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 A.M. on August 23, 2008, and from year to year thereafter unless either party shall, at least one hundred twenty (120) days but not more than one hundred thirty-five (135) days prior to the expiration date or any anniversary thereof, notify the other party in writing of its desire to amend or terminate this Agreement. In the event that such notice is given, the parties agree to meet within ten (10) days.

Section 2.

A. The parties hereby adopt the following mutually agreed upon and exclusive procedure and provisions for negotiations and dispute resolution with respect to negotiations for a new or amended agreement conducted pursuant to Section 1 hereof.

B. The Association and the University shall each select its own core bargaining committee of not more than five (5) members. The Association and the University will exchange, in writing, the names of the members of their respective core bargaining committees on or before the date of the first negotiation session. Further, each side will designate a chief negotiator and advise the other party of such designation in writing.

C. In the event that either the University or the Association plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than five (5) persons, inclusive of resource persons, at any negotiating session.

D. Negotiation sessions will be conducted as frequently as the parties determine. If either party is unable to attend the scheduled session, at least twenty-four (24) hours' notice of said intention shall be given to the other party.

E. All negotiating sessions will be held at the University's Negotiations Suite, Building E, Apartments 814/816/818 of the Allerton Student Apartments, unless mutually agreed otherwise. It is agreed that a key to Suite 814 will be provided to the Association's chief negotiator at the first meeting of negotiations. The key will be returned at the time a new agreement is signed.

F. Each negotiating team has authority to negotiate tentative agreements. The tentative agreement shall be subject to ratification by the Association membership, and subject to the approval of the Board of Trustees of the University. Any tentative agreements reached shall be drafted and initialed by both parties, but shall not become effective until a full contract is finally approved and executed.

G. It is the intent of both parties that negotiations be conducted at the bargaining table and not through the media. If both parties mutually agree that a joint statement to the media regarding negotiations is necessary or advisable, such must be mutually acceptable and shall be jointly released. Each party has the right to make periodic progress reports to the party's constituencies, though such reports shall be truthful and designed to be informative of the bargaining process.

H. Each side is responsible for taking its own notes during negotiations. No mechanical records of the sessions will be permitted.

Section 3.

A. At any time, either party may declare an impasse and invite mediation assistance by the Federal Mediation and Conciliation Service (FMCS). Each party shall cooperate fully with FMCS. The parties will continue to bargain in good faith (with or without FMCS assistance). If impasse is declared and mediation assistance requested during the course of the negotiations, then fact-finding on non-governance issues may also be requested by either party no earlier than fourteen (14) days nor later than twenty-eight (28) days from the date of the first mediated negotiation session attended by the federal mediator. The fact-finding shall be conducted by the mediator assigned by FMCS or by some other third party mutually acceptable to the University and the Association.

B. The purpose of the fact-finding process is to facilitate the negotiation process with the goal of reaching final agreement on unresolved non-governance issues. Each party shall cooperate fully with the fact-finder. The fact-finder will be responsible for evaluating all relevant, probative information submitted by the parties on issues subject to fact-finding and issuing a written report which finds on the facts and assists the parties in resolving such issues. The fact-finder's report is not binding. The parties shall continue to negotiate in good faith during and after the fact-finding process (with or without FMCS assistance).

C. In the event either party has requested fact-finding, such fact-finding should commence within one week of the date of the request. The fact-finder will issue a written report to the respective parties no later than three (3) weeks after fact-finding was requested. In order to facilitate the parties' use of the fact-finder's report in reaching final agreement, the report and its contents will be restricted to the use of the parties' negotiating teams and their respective advisory bodies during the seven (7) day period following receipt by the parties. At this time the contents of the fact-finder's report may be made public by either party. The deadlines for the fact-finding process may be extended by mutual written agreement of both parties.

D. It is the intent of both parties that fact-finding exclude governance issues that are peculiar to a university setting. Consequently, fact-finding shall be limited to the Articles entitled Recognition and Dues Deduction (Article II of this Agreement), Retrenchment (Article X), Salaries and Benefits (Article XII), No Strike No Lockout (Article XIII), Association Rights (Article XIV), Duration and Negotiation Procedure (Article XXI), those portions of the Article entitled Faculty Workload (Article IX) which relate to compensation and those portions of the Article entitled Miscellaneous (Article XVI) which do not relate to governance issues or academic policy. By prior written mutual agreement, both parties may elect to include other items in the fact-finding process.

E. In the event that the parties are unable to reach an agreement ten (10) days prior to the expiration of the existing Agreement, then either party shall have the right to proceed in accordance with Ohio Revised Code (ORC), Chapter 4117, such right being modified by future changes, if any, to the Ohio Revised Code.

F. The process set forth in this Section 3 shall constitute the parties' sole dispute resolution procedure and there shall be no other third party intervention, including those procedures set forth in O.R.C. Section 4117.14 unless both parties subsequently agree otherwise in writing.

G. Should no agreement be reached by August 1, 2008, then the University shall issue continuation contracts to members of the bargaining unit who are being employed for the following academic year, which continuation contracts shall be at the same salary and benefit levels and subject to the same terms and conditions as were in effect during the preceding academic year. This Agreement, including Article XII and the continuation contracts, shall continue in full force and effect until terminated in accordance with the above Section 1. It is specifically agreed and understood that should such continuation contracts be issued, there is no guarantee that any eventual agreement on salary and benefit levels will be retroactive.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this 23rd day of August, 2005.

KENT STATE UNIVERSITY

By _____
Chairman, Board of Trustees

By _____
President

By _____
Chief Negotiator

By _____
Member, Negotiating Team

By _____
Member, Negotiating Team

By _____
Member, Negotiating Team

By _____
Member, Negotiating Team

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER

By _____
President

By _____
Chief Negotiator

By _____
Member, Negotiating Team

By _____
Member, Negotiating Team

By _____
Member, Negotiating Team

By _____
Member, Negotiating Team

ADDENDUM A

University Policy and Procedures Regarding Faculty Promotion

Effective: November 20, 2004

A. Promotion shall be viewed as a recognition of a faculty member having contributed sustained and distinguished service to the University, the academic unit and campus to which the faculty member belongs.

1. For promotion purposes, the term "unit" shall be understood to mean the lowest level of academic organization in which the faculty holds rank. "Lowest level of academic unit" is represented by departments and independent or dependent schools. Given some variance in procedures followed for faculty from independent schools and/or regional campuses, sections of this policy have been included to delineate these specific procedural differences. The term "faculty" shall be understood to mean those who hold regular full-time tenure-track appointment.

2. Criteria which are appropriate to a particular unit shall be formulated by that unit in light of college (if applicable) and university standards and guidelines, the mission of the unit, and the demands of the discipline.

B. Recommendations for promotion shall be based upon two major classes of criteria. The first, "academic credentials and university experience," describes the normal minimums of credentials and time-in-rank necessary for promotion consideration. The second, "scholarship and university citizenship," refers to the record of actual performance and the accomplishments by the faculty member in academic and service areas. Judgments based on gender, sex, race, color, age, national origin, religion, disability, sexual orientation, or political activity are expressly forbidden.

1. Academic credentials and university experience.

a) Assistant professor. A faculty member will not be considered for advancement to this rank until either completion of three years as an instructor and possession of at least the master's degree, or until the academic credentials minimally required for initial appointment at the assistant professor's level are achieved.

b) Associate professor. This is one of the two senior ranks in academia; accordingly a faculty member must possess the terminal degree in his/her discipline before promotion consideration. Exceptions can be made in particular cases, provided that such exceptions can be justified by the candidate's unit and are approved by the college dean (if applicable), the vice provost for regional campuses (if applicable), and the provost. A faculty member will usually not be considered for advancement to this rank until completion of four years as an assistant professor, but in extraordinary cases may be considered after completion of fewer years as an assistant professor. A non-tenured faculty member applying for promotion to the rank of associate professor must also undergo a successful tenure review.

c) Full professor. As with the associate professorship, a faculty member must possess the terminal degree in his/her discipline before promotion consideration. Exceptions can be made in particular cases, provided that such exceptions can be justified by the candidate's unit and are approved by the college dean (if applicable), the vice provost for regional campuses (if applicable), and the provost. A faculty member will usually not be considered for advancement to this rank until completion of five years as an associate professor, but in extraordinary cases may be considered after completion of fewer years as an associate professor. A non-tenured faculty member applying for promotion to the rank of full professor must also undergo a successful tenure review.

2. Scholarship and university citizenship.

The criteria for assessing the quality of scholarship and university citizenship and the weighting of each criterion shall be clearly formulated in writing by each unit and placed in the handbook of each unit. All regular full-time faculty members of the unit should have the opportunity to be involved in the development, weighting, establishment and revision of criteria. The process should be democratic and public.

a) Mutually supportive, complementary, and often overlapping areas that need to be considered include:

i) The scholarship of discovery: the pursuit of new knowledge; original research or creativity activity;

ii) the scholarship of integration: interpretation, drawing together, and bringing new insight to original research or creative activity;

iii) the scholarship of application: using knowledge responsibly to solve consequential problems; knowledge that arises out of the very act of application;

iv) the scholarship of teaching: the act of teaching as well as the planning and examination of pedagogical procedures.

v) university citizenship: service activities not necessarily tied to one's special field of knowledge which make significant positive contributions to the advancement of the educational, scholarly and governance goals and missions of the University, college, campus, unit, or community.

b) It is expected that different fields and disciplines may vary in their interpretations of scholarship. However, the following are considered aspects of scholarship applicable across most fields:

i) broad knowledge of the field;

ii) clarity of goals;

iii) using appropriate methods and procedures;

iv) using the right resources in an effective way;

v) good communication;

vi) significance of results.

c) Evidence of the scholarship of discovery, integration, application and teaching, as well as university citizenship, may be demonstrated by self-evaluation, peer evaluation, student evaluation, client evaluation, external colleague evaluation, and adjudication. In addition, candidates are expected to provide documented evidence which may include:

i) demonstrated significant involvement in curricular development and/or review;

ii) measures of student achievement such as student performance on nationally standardized examination(s), publications by students, etc.,

iii) publication such as professionally reviewed and refereed articles, monographs, and books in the candidate's field;

iv) invited participation in programs or presentations of papers at professional meetings at the state, regional, national and international level;

v) significant creative activity, such as invited/juried exhibitions, performances, compositions, etc.,

vi) participation and leadership in professional and learned societies;

vii) significant public service to a faculty member's profession;

viii) evidence of outstanding achievement, such as awards, patents, and copyrights;

ix) seeking and securing professionally reviewed research and/or service training grants, especially extramural awards;

x) outstanding service to the university, school/college, regional campus, unit, and/or community (beyond the normal pattern expected of all faculty members).

d) Different faculty roles and rank may foster differential weighting of criteria. Any such differential weighting should be documented in the unit handbook, which must be approved by the unit's faculty advisory committee, unit administration

and college/campus dean. The following must be considered relative to the differential application and weighting of criteria:

i) Documented evidence of outstanding scholarship of discovery and/or integration is necessary for promotion to full professor.

ii) Greater consideration may be given to the scholarship of teaching and service activities when evaluating faculty whose letter of appointment indicates their primary responsibility is delivery of undergraduate instruction.

iii) Documented evidence of the scholarship of teaching is necessary for promotion in rank for those whose assignment includes instruction.

iv) Faculty whose responsibilities do not include teaching may use annual peer and/or administrative evaluation.

C. Only documented evidence of scholarship and university citizenship will be used in assessing a faculty member's eligibility for promotion.

D. Promotion procedure.

1. Due process is integral to an effective promotion policy. The guiding premise in the following procedure is that the essential phases in promotion consideration occurs at the unit level and at the regional campus (if applicable). Assessments and the recommendations beyond these levels should reflect due regard for the professional judgments and recommendations made at the unit and regional campus levels. Review and assessment by extra-unit and extra-regional campus faculty and the academic administration are necessary to insure the integrity of the system.

2. All candidates for promotion to full professor must submit the names of at least three persons outside the university who are qualified to evaluate their achievements and from whom evaluation must be solicited by the unit administrator (chairperson, director or dean). In cases involving regional campus faculty, copies of these letters must be placed in both regional and Kent campus files.

3. The unit administrator may also solicit other information from outside the university but must inform the candidate of the persons contacted. The candidate should be given a copy of the letter to be sent to outside evaluators and have the opportunity to comment before the letter is mailed.

4. In addition, the college dean (if applicable) may consult with the unit administrator regarding any letters the dean may wish to solicit for consideration at the unit level and inform the candidate of such letters received. The candidate should be given a copy of the letter to be sent to outside evaluators and have the opportunity to comment before the letter is mailed.

5. Any agreement at the time of appointment concerning a candidate's future promotion must be approved in writing by the unit administrator with the advice of the unit's faculty advisory committee. It also must be approved by the college dean (if applicable) and the provost. If previous experience at another institution or in a related field is to be counted toward eventual promotion, that shall be made clear in such an agreement.

E. Unit level. Any action for the promotion of a faculty member shall be initiated in the academic unit. (See paragraph A.1 for definition of unit.)

1. Each spring term, the unit's faculty advisory committee shall review all faculty members below the rank of full professor in the unit, including regional campus faculty members, and from them nominate by simple majority vote a list of nominees for promotion. To this list must be appended any names submitted by persons in their own behalf, by the unit administrator, and/or by an academic administrative officer of the university. Those nominated shall be notified by the unit administrator and permitted to withdraw their names if they wish. Faculty with dual appointments shall be promoted in their primary unit after consultation with the secondary unit.

2. The unit administrator will make available copies of the guidelines, timetables and other information concerning the promotion review to all candidates in the unit, Kent campus and regional campus faculty members alike, no later than three weeks before the deadline for submission of materials, which is at the end of the first week of the fall semester.

3. Faculty members being considered for promotion are responsible for developing, organizing, and submitting to the unit administrator the evidence supporting their candidacy for promotion. The unit administrator will review the file with the candidate for promotion in order to insure that the file is complete and will prepare a statement indicating that the file is complete which will be signed by both the candidate and the unit administrator. Thereafter, the candidate must be informed of anything that is added to the file, and provided with the opportunity to insert written comments concerning that new material. Consideration of those nominated shall be undertaken by a unit promotions committee chaired by the unit administrator as a nonvoting member and made up of the tenured members of the unit's faculty advisory committee and any tenured full professors of the unit who may not be on the faculty advisory committee. The unit administrator shall formally invite signed written comments from all the tenured faculty members not serving on the unit's promotion committee. The unit administrator will provide those comments to the promotion committee, copy the candidate, and place the comments in the file.

4. Members of this committee on leave of absence or absent for justifiable reasons shall be notified of the nominations and shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the promotions committee consists of fewer than four members, excluding the non-voting chair, then a special procedure for enlarging it shall be developed by the unit administrator, with the advice of the faculty advisory committee and the assistance (if applicable) of the college dean and the approval of the provost.

5. The unit administrator shall discuss his/her estimate of the strengths and weaknesses of each candidate with the unit promotions committee. Also, this committee shall have made available to it all relevant data developed by the faculty member concerning his/her promotion candidacy.

6. The data shall be the subject of candid discussion by the committee, except that no member shall be present while the committee discusses or votes on the promotion of a spouse or relative and no member other than the unit administrator (who shall not be present when his/her own promotion is discussed) shall be present while the committee discusses or votes on promotions to a rank higher than that of the individual member.

7. Thereafter, each voting member shall indicate by a signed ballot "yea" or "nay." Shortly thereafter, each voting member shall record that vote and complete a signed evaluation form supporting the vote. Such peer evaluations are important to the promotion process and should be considered carefully by their author. Complete statements with careful attention given to analysis and data are necessary.

8. The unit administrator shall record the vote tally and report this to the committee, which has the option to vote a second time on any candidate.

9. Approval of at least three-fourths of the members of the promotions committee who vote (excluding those abstaining for justifiable reasons under paragraph E-4of this rule) shall be required for a unit recommendation to the unit administrator for promotion.

10. The unit administrator shall assemble the recorded votes, along with supporting statements, on all candidates, as well as other documents relevant to the promotions. The unit administrator shall weigh and assess all relevant information on all candidates and decides whether it is in the best interest of the unit to endorse the promotion of the candidate. He/she shall record his/her decision, along with a signed statement supporting it and forward this independent recommendation to the college dean along with the candidate's file. In the case of candidates from independent schools/libraries and media services, the candidate's file is forwarded to the vice provost for regional campuses (if applicable) and to the provost. The file must be completed and closed at the unit level and no material added except as provided for in paragraph E-3, E-12, G-3, G-4, G-14 or I of this rule.

11. The unit administrator should extend an invitation to the candidate to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the unit administrator must meet with the candidate within five working days from the date of the submission of the unit administrator's letter to the college/school dean. The candidate has five working days from receipt of the written notification of the recommendation to respond to any procedural errors or errors of fact.

12. For departments/dependent schools, no later than the date the unit administrator submits the unit's recommendations to the dean of the college, a unit administrator shall notify the candidate of his/her recommendation to the dean by sending the candidate a copy of his/her letter of recommendation to the dean and copies of the advisory recommendations

of the promotions committee. This letter of notification shall also include a statement informing the candidate that she/he has the right to, within five working days, include a letter in the file responding to any procedural errors or errors of fact that the candidate believes are in any of the recommendations and supporting documents from the unit administrator or other advisory committees. The letter shall also indicate that if the candidate wishes to appeal a negative decision, such intent shall be expressed to the next higher academic officer in writing within ten working days of receipt of the unit administrator letter. Copies are sent to the appropriate deans, the vice provost for regional campuses (if applicable) and to the provost. In the case of the independent schools, copies are sent directly to the vice provost for regional campuses and the provost.

13. If the recommendation of the promotions committee is positive and the decision of the unit administrator negative, the unit administrator shall forward his/her decision and a summary of the advice of the unit's promotions committee to the college dean (or provost, for independent schools) and notify the candidate. If the candidate chooses, he/she may appeal the unit administrator's decision to the dean (or provost, for independent schools) not later than five working days after receipt of the unit administrator's notification. The dean (or provost, for independent schools) shall then review the candidate's case, not separately as an appeal, but with all other promotion files which have come forward positively.

F. The college level. The dean shall conduct a review of the unit's actions and shall convene the college advisory committee, which shall function as the college promotions committee. On the basis of the qualifications of the candidate, this committee shall evaluate all endorsements deriving from the unit level, and recommend to the dean either promotion or denial of promotion.

1. The dean shall be the chairperson and a nonvoting member of the college promotions committee. This committee shall have made available to it all data developed by the unit. In the case of regional campus faculty, the appropriate regional campus dean shall submit a recommendation to the college dean. These materials shall be the subject of candid discussion by the committee, except that no member shall be present while the committee deliberates or votes on his/her own promotion or on that of a spouse or relative. Members of the college promotions committee may not vote on candidates from their own unit.

2. Thereafter, each voting member shall indicate "yea" or "nay." Shortly thereafter each voting member shall record that vote and complete a signed evaluation form supporting the vote.

3. The dean shall record the vote tally and report this to the committee, which has the option to vote a second time on any candidate.

4. Approval of at least a majority of the members of the promotions committee who vote (excluding those who abstain for reasons under paragraph E-4) shall constitute a recommendation for promotion by the college promotions committee to the dean.

5. The dean shall prepare a written statement in which is recorded the recommendation of the college promotions committee, along with the numerical vote. In addition, the dean shall forward a recommendation for approval or disapproval.

a) For Kent campus candidates, the dean's statement and candidate's file are forwarded to the provost.

b) For regional campus candidates, the dean's statement and candidate's file are forwarded to the vice provost for regional campuses.

6. No later than the date the college recommendations are submitted to the provost, the dean shall notify the candidate by sending the candidate copies of his/her letter of recommendation to the provost and copies of the advisory recommendations of the college advisory committee, and copies of the committee members' signed evaluation forms. This notification letter shall also include a statement informing the candidate that she/he has the right to, within five working days, include a letter in the file responding to any procedural errors or errors of fact that the candidate believes are in any of the recommendations and supporting documents from the dean or other advisory committees. The letter shall also indicate that if the candidate wishes to appeal a negative decision, notification of such intent shall be sent in writing within ten working days of receipt of the dean's letter. The candidate shall also be notified of the right to consult and secure copies of the individual signed ballots of members of the promotion committee.

G. Regional Campus Level. Regional campus candidates for promotion will be reviewed both at the unit level (as described in paragraph E above) and at the regional campus level. The promotions committee of a regional campus shall be composed of tenured members of the faculty council and the campus full professors. No member of the committee shall be present when the committee deliberates or votes on the promotion of an individual in a rank higher than that of the individual faculty member of the promotion committee, or on the promotion of a spouse or relative. The faculty chairperson is a voting member of the campus promotions committee.

1. Each spring, the academic unit's departmental FAC shall review all regular faculty members below the rank of full professor and from them nominate by simple majority vote a list of nominees for promotion. To this list must be appended any names submitted by persons in their own behalf, by the department chair, and/or by an academic administrative officer of the university. Those nominated shall be notified by the department chair and permitted to withdraw their names if they wish. These nominations shall be submitted to the appropriate academic unit administrator by the chair of the faculty council.

2. The unit administrator will make available copies of the guidelines, timetables and other information concerning the promotion review to all candidates in the unit, Kent campus and regional campus faculty alike, no later than three weeks before the deadline for submission of materials, which is at the end of the first week of the fall semester.

3. Regional campus faculty members being considered for promotion are responsible for developing, organizing, and submitting to the unit administrator two identical files supporting their candidacy for promotion. The unit administrator will review the files with the candidate for promotion in order to insure that the files are complete and will prepare a statement for inclusion in each file indicating that the file is complete. The completed file statements will be signed by both the candidate and the unit administrator.

The unit administrator must convey in a timely manner one of the files to the appropriate regional campus dean for review by the campus promotions committee. Thereafter, the candidate must be informed of anything that is added to either or both files and provided the opportunity to insert written comments concerning that new material.

4. Before convening the promotions committee, the faculty chairperson shall formally invite signed written comments from all campus tenured faculty members who are not members of the promotions committee. The faculty chairperson will provide the comments to the campus promotions committee, copy the candidate, and place the comments in the file.

5. Members of the campus promotions committee on leave of absence shall be notified of the candidacies and shall vote by absentee ballots or they may request from the committee the right to abstain from voting. If the campus promotions committee consists of fewer than four members, including the voting chairperson, then a special procedure for enlarging it shall be developed by the regional campus dean, with the advice of the faculty council and the approval of the vice provost for regional campuses and the provost.

6. The campus promotions committee shall discuss its estimate of the strengths and weaknesses of each candidate. This committee shall have made available to it all relevant information and documentation developed by faculty members concerning their candidacy.

7. These materials shall be the subject of candid and responsible discussion by the committee. Thereafter, each voting member shall indicate "yea" or "nay." The faculty chairperson shall record the vote tally and report this to the committee, which has the option to vote a second time on any candidate.

8. Shortly thereafter, each voting member shall record that vote by completing a signed evaluation form. Such peer evaluations are important to the promotions process and should be considered carefully by their author.

9. Approval of at least three-fourths of the members of the campus promotions committee who vote (excluding those abstaining under paragraph G-5 of this rule) shall be required for a recommendation to the campus dean for promotion.

10. The faculty chairperson shall then summarize the committee's vote, deliberations, signed evaluation forms, and recommendation for support or non-support of granting promotion to the candidate in signed letters to the candidate and regional campus dean. When the recommendation is for non-support, a summary of the reasons shall be made a part of the letter. In addition, the letter shall indicate that if the candidate wishes to respond to the recommendation for non-support, such a response must be made to the campus dean and copied to the unit administrator within ten working days of receipt of the letter. Copies of the chairperson's letter shall be provided to the college dean, the vice provost for regional campuses, and to the unit administrator of the candidates unit.

11. The regional campus dean shall assemble the records, along with supporting statements, ballots, and other relevant documents. The campus dean will then review the file and the

advisory recommendations of the campus promotions committee, weigh and assess all relevant information, and decide whether to recommend the granting of promotion to the candidate. He/she shall record his/her decision along with a signed statement supporting it.

12. The regional campus dean should extend an invitation to the candidate to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible in all cases. In all cases that are not unanimously positive, the campus dean must meet with the candidate within five working days from the date of the submission of the campus dean's letter to the college/school dean. The candidate has five working days from receipt of the written notification of the campus dean's recommendation to respond to any procedural errors or errors of fact.

13. The regional campus dean's recommendation to grant or deny promotion to the candidate shall be submitted to the vice provost for regional campuses and the college/independent school dean, with copies to the unit administrator and the provost. The file must be completed and closed at the regional campus level and no material added except as provided for in paragraphs E-3, E12, G-3, G-4, G14 or I of this policy.

14. No later than the date when the regional campus dean submits his/her recommendation to the college dean, the campus dean shall notify the candidate of this recommendation by letter. This notification shall include copies of the campus dean's written recommendation to the college/independent school dean and copies of the promotion committee's signed evaluation forms. The campus dean's letter to the candidate shall inform the candidate that he/she has the right, within five working days, to add a letter to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in the campus dean's letter. The letter shall also indicate that if the candidate wishes to respond to a negative recommendation, such intent shall be expressed to the college dean or independent school dean within in ten working days of receipt of the campus dean's letter. Copies shall be sent to the appropriate deans, the vice provost for regional campuses, and the provost. In the case of the independent schools, copies shall be sent directly to the vice provost for regional campuses and the provost.

15. The college dean or independent school dean shall review he regional campus and unit actions and shall convene the college advisory committee, which shall function as the college promotions committee. Informed by the committee's recommendation, the college dean or independent school dean shall forward a recommendation for approval or disapproval to the vice provost for regional campuses. (For specific processes, see section F.)

16. The vice provost for regional campuses shall conduct a review of the college and regional campus actions and shall make a timely recommendation to the provost for approval or disapproval of the promotion of any candidate who is assigned to the regional campuses.

17. To aid in making a recommendation, the vice provost for regional campuses shall convene a promotion advisory board for regional campuses. The members of this board shall be appointed by the vice provost in consultation with the regional campuses faculty advisory council and campus deans from a list of tenured associate and full professors

nominated by each campus faculty council and campus dean. It is ordinarily expected that through such discussion, consensus on the regional campuses promotion advisory board members will be reached. In the unusual circumstance that the regional campus faculty advisory council and the vice provost are unable to reach consensus by the specified date for the beginning of the board's activity, the vice provost will convene a promotion advisory board that includes those for whom consensus has been reached and others that the vice provost appoints.

18. No later than the date the vice provost submits his/her recommendation to the provost, the vice provost shall notify the candidate by sending a copy of his/her recommendation to the dean, a summary of any advisory recommendations of any faculty bodies that have been consulted during the process, and copies of the promotion advisory board's signed evaluation forms. This letter shall be accompanied by a statement informing the candidate that she/he has the right to include, within five working days, a letter in the file responding to any procedural errors or errors of fact that the candidate believes are in any of the recommendations and supporting documents from the vice provost or other advisory committees. The letter shall also indicate that if the candidate wishes to appeal a negative decision, such intent shall be expressed to the provost, in writing, within ten working days of receipt of the vice provost's letter.

H. The provost shall conduct a review of the independent school/college and regional campus level actions and shall make an academic administrative recommendation on promotions forwarded in the manner previously described with notice to the president.

1. To assist in this process the provost shall convene the university-wide promotion advisory board. The members of this board shall be appointed by the provost in consultation with the provost's advisory council, from a list of tenured associate and full professors nominated by the faculty senate executive committee, the college/independent school's advisory committees, and the college/independent school deans. It is ordinarily expected that through such discussion, consensus on the promotion advisory board members will be reached. In the unusual circumstance that the faculty advisory council and the provost are unable to reach consensus by the specified date for the beginning of board's activity, the provost will convene a promotion advisory board that includes those for whom consensus has been reached and others that the provost appoints. This board shall evaluate from a university-wide perspective the recommendations made thus far and shall formally advise the provost as to whether in its view these recommendations should be accepted.

2. The provost shall provide written notification to the candidates for promotion of the action taken. Such notification shall be made at least one week prior to the date designated as the submission date for recommendations for promotion by the president to the board of trustees. The communication to candidates whose promotions are not approved shall include reasons why approval was withheld. Copies of each communication shall be sent to the vice provost for regional campuses (if applicable), college dean, regional campus dean (if applicable) and unit administrator.

I. New material may be added as requested by a review committee or the responsible academic administrator at any level of review in order to correct or more fully document information

contained in the promotion file. In such instances, the affected faculty member shall be notified of, and given the opportunity to review, such new material as is added to the file and also provided with the opportunity to include written comments relevant to this material and/or the appropriateness of its inclusion in the file.

J. Any faculty member whose promotion has been disapproved at any level shall have the right to appeal to the next higher academic administrative officer. In the case of denial by the provost, the appeal shall be to the president, or when appropriate to the joint appeals board (see collective bargaining agreement, Article IV, Section 2-D). Appeals based upon a claim that established procedures have not been followed can only be made to the next higher academic administrative officer. All appeals must be initiated by the candidate in writing within ten working days of the candidate's receipt of the disapproval notification. At each level of appeal at which a faculty advisory body is designated to hear an appeal and make an advisory recommendation to the responsible academic administrative officer, the appellant shall be offered an opportunity to appear in person to present his/her case orally before the appropriate faculty advisory committee. The appellant may be accompanied by a colleague who may assist in presenting his/her case. The academic administrator in question shall consider the vote of this body seriously before making his/her recommendation and shall inform both the appellant and the academic administrator at the next higher level of the results of this vote.

K. In no instance shall the unit academic administrator, any member of the promotions committee, or any academic administrative officer violate the confidentiality of the promotion process or compromise the principles of due process.

Effective as a rule April 5, 1982
Promulgated under: R.C. §§111.15
Rule amplifies ¶¶3341.01 to 3341.06

ADDENDUM B

University Policy and Procedures Regarding Faculty Tenure

Effective: November 20, 2004

A. Within the limitations of Ohio laws and after the successful completion of the specified probationary period and the evaluative process called for in this rule, Kent State University shall grant faculty members indefinite tenure as one means of ensuring academic freedom.

1. The only faculty covered by this rule are those who hold full-time appointments to the regular ranks of the instructor, assistant professor, associate professor, or full professor. Such appointments as term, casual or continuing, part-time, lecturer, visiting, or adjunct and others are not included in these understandings.

2. Kent State University recognizes a limited appointment, that is, one automatically expiring after a specified time, when the appointment recommendation particularly notes such an automatic time limit and is accepted by the appointee. Such appointments are not included in these understandings.

3. This rule applies to administrative personnel who hold academic rank, but only in their capacity as faculty members.

B. "Indefinite tenure" is a right of a faculty member to continuous appointment to a professional position of specified locus in the university. The services of a faculty member with tenure may be terminated by the university only under policies stated in the Sanctions for Cause and Retrenchment articles of the Collective Bargaining Agreement.

1. For tenure purposes, the term "unit" shall be understood to mean the lowest level of academic organization in which the faculty member holds rank. "Lowest level of academic unit" is represented by departments and independent or dependent schools. Given some variance in procedures followed for faculty from independent schools and/or regional campuses, sections of this policy have been included to delineate these specific procedural differences.

2. Criteria which are appropriate to a particular unit shall be formulated by that unit in light of college (if applicable) and university standards and guidelines, the mission of the unit, and the demands of the discipline.

3. Tenure is granted in the unit of instruction, department or school specified in the appointment.

4. Tenure is granted either at the Kent campus or in the regional campuses system, but not both, as specified in the appointment.

5. The unit handbook, may recommend that candidates for tenure should be expected to meet the minimum criteria for promotion to associate professor and, in such cases, the higher standards that a candidate for early promotion is expected to meet may be applied

to the candidate's application for early tenure as well. These criteria only apply to regional campus faculty if a similar standard has been set in the regional campus handbooks.

C. In considering an individual for tenure, the length of time in the probationary rank and the dates of notice are related to the initial appointment rank.

1. Probationary periods and notice dates.

a. An initial appointment at the rank of instructor or assistant professor shall be subject to the following probationary periods.

i. If the appointment carries no years of credit toward tenure the appointee shall, after proper review, receive written notification by the fifteenth of March of the sixth year of service that:

a. Tenure will be granted. In this case the tenure shall be effective at the start of the next contract year; or

b. Tenure is not to be granted. In this case the appointee shall receive a one-year terminal appointment for the following academic year.

ii. If the appointment as instructor or assistant professor carries some years of credit toward tenure, the number of years shall be deducted from six and the provisions of paragraph C-1-a shall be used with the new number replacing the six-year provision; thus if an assistant professor is hired with two years credit toward tenure, then the notification shall occur by the fifteenth of March of the fourth year of service.

a. The maximum number of credit toward tenure for an assistant professor hire is two years.

b. When promoted from instructor to assistant professor at Kent, the maximum years of credit toward tenure is three.

c. In extraordinary circumstances, additional credit may be granted after consultation with the FAC at the time of appointment.

iii. The terms and conditions of every appointment, including any credit for the previous academic appointment and specification of the year in which tenure procedures will take place, shall be stated in writing, which shall be in the possession of both Kent State University and the faculty member before the appointment is consummated. The tenure decision should be based upon these initial terms and conditions.

iv. In extraordinary circumstances, faculty may apply for early tenure consideration. In such cases the earliness of the application shall not

suffice as the sole reason for denial of tenure. Unsuccessful candidates for early tenure shall be re-evaluated without prejudice at the normal time.

b. An initial appointment at the rank of associate professor, or an initial appointment at the rank of professor if in gaining this rank the appointee was promoted from a lower rank which was held at another accredited institution of higher education, shall carry a probationary period of three years. In extraordinary cases, a shorter probationary period may be considered after consultation with the FAC at the time of appointment.

i. If tenure is awarded in consequence of the tenure review during the third full year of service, it shall become effective with the contract for the fourth year of service.

ii. If tenure is denied, the candidate shall receive written notification by the fifteenth of March of the third full year of service and shall receive a terminal appointment for the fourth year.

c. An initial appointment at the rank of professor, when the appointee held the rank of professor at another accredited institution of higher education, may carry tenure with the appointment.

2. Since the purpose of the probationary period is to provide an opportunity for observation, time spent on leave other than a scholarly leave of absence is not considered as part of the probationary period. Summer appointments are not counted within yearly appointments.

3. The conferring of tenure is a positive act by the university and as such a faculty member cannot receive tenure by default.

a. If an untenured faculty member does not receive notification by the appropriate date, the fifteenth of March of the year in which the tenure review is scheduled to be conducted in accord with C.1 above, the faculty member as part of his or her professional responsibility shall have twenty working days to inquire of the chairperson, dean, or provost as to the status of his or her tenure decision. The university will have ten working days in which to respond.

i. In the event that the evaluative process has been conducted, the university will notify the individual and the decision will go forward as if the appropriate notification dates had been met.

ii. In the extreme case that a candidate has not been evaluated for tenure at the proper time, he or she will be evaluated at the next regular evaluation period after the error has been detected with all relevant notification dates delayed accordingly.

b. Any failure in procedural matters by the university or the faculty member shall not be sufficient cause for the conferring of tenure, the denial of tenure or the termination of employment.

D. The granting of tenure is a deliberate and important decision, initiated by a candidate's peers and eventually made by the trustees of the university. Since this decision could result in life-long employment at this institution for a faculty member, it should involve more than a mere survey of the candidate's minimum quantifiable activities. Essentially, those involved in making a tenure decision are asking the question, "Is this person likely to make a positive contribution to his/her discipline, unit, campus, university and community over the long term?" The way that question is answered strongly influences the general quality of the university's faculty and thus the stature and well-being of the university.

The minimum criteria upon which tenure is granted are:

1. The candidate will have the terminal degree in his or her discipline as noted in the handbook of his/her academic unit. Exceptions can be made in particular cases, provided that such exceptions can be justified by the candidate's unit or campus (where appropriate) and are approved by the dean, the vice provost for regional campuses (where appropriate) and the provost.

2. The quality of a candidate's scholarship of discovery, integration, application, and teaching and university citizenship are of central importance in the tenure decision. The criteria for assessing the quality of scholarship and university citizenship shall be clearly formulated and placed in the handbook of each unit. Guidelines for weighting criteria shall be clearly formulated by each unit (for review of Kent campus candidates) and by each campus (for review of regional campus candidates) and placed in their respective handbooks. All regular full-time faculty members must have the opportunity to participate in the establishment, development, and revision of the unit's criteria, and the unit's or campus' weighting guidelines. These processes shall be democratic and public.

   a. Mutually supportive, complementary, and often overlapping areas that need to be considered include:

      i. The scholarship of discovery: the pursuit of new knowledge; original research or creativity activity;

      ii. the scholarship of integration: interpretation, drawing together, and bringing new insight to original research or creative activity;

      iii. the scholarship of application: using knowledge responsibly to solve consequential problems; knowledge that arises out of the very act of application;

      iv. the scholarship of teaching: the act of teaching as well as the planning and examination of pedagogical procedures;

      v. university citizenship: service activities not necessarily tied to one's special field of knowledge which make significant positive contributions

to the advancement of the educational, scholarly and governance goals and missions of the university, college, campus, unit, or community.

b. It is expected that different fields and disciplines may vary in their interpretations of scholarship. However, the following are considered aspects of scholarship applicable across most fields:

   i. broad knowledge of the field;

   ii. clarity of goals;

   iii. Implementation of appropriate methods and procedures;

   iv. effective use of the right resources in an effective way;

   v. good communication;

   vi. significance of results.

c. Evidence of the scholarship of discovery, integration, application and teaching, as well as university citizenship, may be demonstrated by self-evaluation, peer evaluation, student evaluation, client evaluation, external colleague evaluation, and adjudication. In addition, candidates are expected to provide documented evidence which may include:

   i. demonstrated significant involvement in curricular development and/or review;

   ii. measures of student achievement such as student performance on nationally standardized examination(s), publications by students, etc.,

   iii. publication such as professionally reviewed and refereed articles, monographs, and books in the candidate's field;

   iv. invited participation in programs or presentations of papers at professional meetings at the state, regional, national and international level;

   v. significant creative activity, such as invited/juried exhibitions, performances, compositions, etc.;

   vi. participation and leadership in professional and learned societies;

   vii. significant public service to a faculty member's profession;

   viii. evidence of outstanding achievement, such as awards, patents, and copyrights;

ix. seeking and securing professionally reviewed research and/or service training grants, especially extramural awards;

x. outstanding service to the university, school/college, regional campus, unit and/or community (beyond the normal pattern expected of all faculty members).

d. Different faculty roles and rank may foster differential weighting of criteria for assessing the scholarship of discovery, integration, application and teaching and university citizenship. Any such differential weighting within a unit must be approved by the unit's faculty advisory committee, unit administration, campus and college dean. The following must be considered relative to the application and weighting of criteria:

i. Documented evidence of specific expertise in the scholarship of discovery (original research and/or creative activity), integration and/or application is necessary for the granting of tenure. However, the minimum criteria for tenure are not met when the individual seeking tenure has research which is exclusively categorized as the scholarship of application.

ii. Documented evidence of the scholarship of teaching is necessary for every candidate whose assignment includes instruction.

Iii. The scholarship of discovery, integration, application and teaching needs to be disseminated to the larger community of scholars.

iv. Greater consideration may be given to the scholarship of teaching and service activities when evaluating faculty whose letter of appointment indicates their primary responsibility is delivery of undergraduate instruction.

3. A non-tenured faculty member applying for promotion to the rank of associate professor or full professor must also undergo a successful tenure review.

4. Criteria based upon gender, sex, race, color, age, national origin, religion, disability, sexual orientation, or political activity are expressly forbidden.

E. Procedure for making decisions regarding tenure.

1. Due process is integral to an effective tenure policy. The guiding premise in the following procedure is that the essential phases in tenure consideration occur at the unit level and at the regional campus (if applicable). Assessments and the recommendations beyond these levels should reflect due regard for the professional judgment and recommendations made at the unit and regional campus levels. Review and assessment by extra-unit and extra-regional campus faculty and the academic administration are necessary to insure the integrity of the system.

2. All candidates for tenure must submit the names of at least three persons outside the university who are qualified to evaluate their achievements and from whom evaluations must be solicited by the unit's administrator (chairperson, director or dean). In cases involving regional campus faculty, copies of these letters must be placed in both regional and Kent campus files.

3. The unit administrator may also solicit other information from outside the university but must inform the candidate of the persons contacted. The candidate should be given a copy of the letter to be sent to outside evaluators and have the opportunity to comment before the letter is mailed.

4. In addition, the college dean where appropriate may consult with the unit administrator regarding any letters the dean may wish to solicit for consideration at the unit level and inform the candidate of such letters received. The candidate should be given a copy of the letter to be sent to outside evaluators and have the opportunity to comment before the letter is mailed.

F. Unit level. The tenure committee of a department or school shall be composed of all tenured members of the unit's advisory committee and any tenured full professors who may not be members of the advisory committee. All actions involving tenure are to be initiated by this committee. No member of the committee shall be present when the committee deliberates or votes on the tenure of an individual in a rank higher than that of the individual member of the tenure committee, or on the tenure of a spouse or relative. The unit administrator serves as the non-voting chairperson of the tenure committee.

1. Each spring term the unit administrator shall notify those faculty members who are eligible for tenure consideration during the next academic year.

2. The unit administrator will make available copies of the guidelines, timetables and other information concerning the tenure review to all candidates in the unit, Kent campus and regional campuses faculty members alike, no later than three weeks before the deadline for submission of materials, which is at the end of the first week of the fall semester.

3. Faculty members being considered for tenure are responsible for developing, organizing, and submitting to the unit administrator the evidence supporting their candidacy for tenure. The unit administrator will review the file with the candidate for tenure in order to insure that the file is complete and will prepare a statement indicating that the file is complete. The completed file statement will be signed by both the candidate and the unit administrator. Thereafter, the candidate must be informed of anything that is added to the file and provided the opportunity to insert written comments concerning that new material.

4. Before convening the tenure committee, the unit administrator shall formally invite signed written comments from all tenured faculty who are not members of the tenure committee. The unit administrator will provide these comments to the tenure committee, copy the candidate and place the comments in the file.

5. Members of the tenure committee on leave of absence shall be notified of the nominations and shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the tenure committee consists of fewer than four members, excluding the non-voting chair, then a special procedure for enlarging it shall be developed by the unit administrator with the advice of the faculty advisory committee and the assistance of the college dean and the approval of the provost.

6. The unit administrator shall discuss his/her estimate of the strengths and weaknesses of each candidate with the unit tenure committee. Also, this committee shall have made available to it all relevant data developed by the faculty member concerning his/her tenure candidacy.

7. These materials shall be the subject of candid discussion by the committee. Thereafter, each voting member shall indicate "yea" or "nay." The unit administrator shall record the vote tally and report this to the committee, which has the option to vote a second time on any candidate.

8. Shortly thereafter, each voting member shall record that vote by completing a signed evaluation form. Such peer evaluations are important to the tenure process and should be considered carefully by their author.

9. Approval of at least three-fourths of the members of the tenure committee who vote excluding those abstaining under paragraph F-5 of this rule shall constitute formal endorsement to the unit administrator for tenure.

10. The unit administrator shall assemble the recorded votes, along with supporting statements, on all candidates, as well as other relevant documents. The unit administrator shall weigh and assess all relevant information and decide whether to recommend the granting of tenure to the candidate. He/she shall record his/her decision, along with a signed statement supporting it.

11. The unit administrator should extend an invitation to the candidate to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the unit administrator must meet with the candidate within five working days from the date of the submission of the unit administrator's letter to the administrator at the next level of review. The candidate has five working days from receipt of the written notification of the recommendation to respond to any procedural errors or errors of fact.

12. The unit administrator shall inform the offices of the appropriate college dean, regional campus dean and the vice provost for regional campuses where appropriate, and the provost. The file must be completed and closed at the unit level and no material added except as provided for in paragraphs E-4, F-3, F-4, F-13, G-7, H-2, H-3, H-9, H-13, H-17 and J of this policy.

13. For departments/dependent schools, no later than the date when the unit administrator submits the unit's recommendations to the dean of the college, the unit administrator shall

notify the candidate of his/her recommendation to the dean as well as the advisory recommendation of the tenure committee, including the numerical vote. The unit administrator shall include with this letter a copy of his/her letter of recommendation to the dean, a summary of the advisory recommendations of the tenure committee, and copies of the committees signed evaluation forms. In the unit administrator's letter to the candidate he/she shall inform the candidate that he/she has the right, within five working days, to add a letter to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in either the unit administrator's letter or the committee members' statements. The letter shall also indicate that if the candidate wishes to appeal a negative decision, such intent shall be expressed to the next higher academic officer in writing within ten working days of receipt of the unit administrator's letter. Copies shall be sent to the appropriate deans, the vice provost for regional campuses where appropriate and to the provost. In the case of the independent schools, copies shall be sent directly to the vice provost for regional campuses , if appropriate, and to the provost.

G. The college level. The dean shall conduct a review of the unit's actions and shall convene the college advisory committee, which shall function as the college tenure committee. On the basis of the qualifications of the candidate, this committee shall evaluate all endorsements deriving from the unit level, and recommend to the dean either tenure or denial of tenure.

1. In the four undergraduate colleges, tenured members of the elected college advisory committee shall serve as the college tenure committee to review recommendations and evaluations from the departments and schools and regional campuses and recommend to the dean in each case whether tenure should be granted or denied. Members of the college tenure committee may not vote on candidates from their own unit, nor may a member be present, participate or vote while the committee deliberates or votes on tenure of a spouse or relative.

2. The dean shall be the chairperson and a nonvoting member of the college tenure committee. This committee shall have made available to it all data developed by the unit. In the case of regional campus faculty, the appropriate regional campus dean shall submit a recommendation to the college dean. These materials shall be the subject of candid discussion by the committee.

3. Thereafter, each voting member shall indicate "yea" or "nay." The dean shall record the vote tally and report this to the committee, which has the option to vote a second time on any candidate.

4. Shortly thereafter each voting member shall record that vote by completing a signed evaluation form.

5. Approval of at least a majority of the members of the tenure committee who are eligible to vote shall constitute a recommendation for tenure by the college tenure committee to the dean.

6. The dean shall prepare a written statement in which is recorded the recommendation of the college tenure committee, along with the numerical vote. In addition, the dean shall forward a recommendation for approval or disapproval.

   a. For Kent campus candidates, the dean's statement and candidate's file are forwarded to the provost.

   b. For regional campus candidates, the dean's statement and candidate's file are forwarded to the vice provost for regional campuses.

7. No later than the date the college recommendations are submitted to the provost, the dean shall notify the candidate by sending the candidate a copy of his/her letter of recommendation to the provost, a summary of the advisory recommendation of the tenure committee, and copies of the committee's signed evaluations. This notification letter shall also include a statement informing the candidate that she/he has the right to, within five working days, include a letter in the file responding to any errors of fact that the candidate believes are in any of the recommendations and supporting documents from the dean or other advisory committees. The letter shall also indicate that if the candidate wishes to appeal a negative decision , notification of such intent shall be sent in writing within ten working days of receipt of the dean's letter.

H. Regional Campus Level. Regional campus candidates for tenure will be reviewed both at the unit level (as described In F) and at the regional campus level. The tenure committee of a regional campus shall be composed of tenured members of the faculty council and the campus full professors. No member of the committee shall be present when the committee deliberates or votes on the tenure of an individual in a rank higher than that of the individual member of the tenure committee, or on the tenure of a spouse or relative. The faculty chairperson is a voting member of the campus tenure committee.

1. The unit administrator shall make available copies of the guidelines, timetables and other information concerning tenure review to all candidates in the unit, Kent campus and regional campus faculty members alike, no later than three weeks before the deadline for submission of materials, which is at the end of the first week of the fall semester. At the same time, the campus dean will make available to the candidate and the unit copies of those sections of the campus handbook concerning the campus' method of weighting unit criteria.

2. Regional campus faculty members being considered for tenure are responsible for developing, organizing, and submitting to the unit administrator two identical files supporting their candidacy for tenure. The unit administrator will review the files with the candidate for tenure in order to insure that the files are complete and will prepare a statement for inclusion in each file indicating that the file is complete. The completed file statements will be signed by both the candidate and the unit administrator. The unit administrator must convey in a timely manner one of the files to the appropriate regional campus dean for review by the campus tenure committee. Thereafter, the candidate must be informed of anything that is added to either or both files and provided the opportunity to insert written comments concerning that new material.

3. Before convening the campus tenure committee, the faculty chairperson shall formally invite signed written comments from all campus tenured faculty members who are not members of the tenure committee. The faculty chairperson will provide the comments to the campus tenure committee, copy the candidate, and place the comments in the file.

4. Members of the campus tenure committee on leave of absence shall be notified of the candidacies and shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the campus tenure committee consists of fewer than four members, including the voting chairperson, then a special procedure for enlarging it shall be developed by the regional campus dean, with the advice of the faculty council and the approval of the vice provost for regional campuses and the provost.

5. The campus tenure committee shall discuss its estimate of the strengths and weaknesses of each candidate. This committee shall have made available to it all relevant information and documentation developed by faculty members concerning their candidacy.

6. These materials shall be the subject of candid and responsible discussion by the committee. Thereafter, each voting member shall indicate "yea" or "nay." The faculty chairperson shall record the vote tally and report this to the committee, which has the option to vote a second time on any candidate.

7. Shortly thereafter, each voting member shall record that vote by completing a signed evaluation form. Such peer evaluations are important to the tenure process and should be considered carefully by their author.

8. Approval of at least three-fourths of the members of the tenure committee who vote excluding those abstaining under paragraph H-4 of this rule shall constitute a formal endorsement to the campus dean for tenure.

9. The faculty chairperson shall then summarize the committee's vote, deliberations, signed evaluation forms, and recommendation for support or non-support of granting tenure to the candidate in signed letters to the candidate and regional campus dean. When the recommendation is for non-support, a summary of the reasons shall be made a part of the letter. In addition, the letter shall indicate that if the candidate wishes to respond to the recommendation for non-support, such a response must be made to the campus dean and copied to the unit administrator within ten working days of receipt of the letter. Copies of the chairperson's letter shall be provided to the college dean, the vice provost for regional campuses, and to the unit administrator of the candidate's unit.

10. The regional campus dean shall assemble the records, along with supporting statements, ballots, and other relevant documents. The campus dean will then review the file and the advisory recommendations of the campus tenure committee and unit administrator, weigh and assess all relevant information, and decide whether to recommend the granting of tenure to the candidate. He/ she shall record his/her decision along with a signed statement supporting it.

11. The regional campus dean should extend an invitation to the candidate to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the campus dean must meet with the candidate within five working days from the date of the submission of the campus dean's letter to the college/school dean. The candidate has five working days from receipt of the written notification of the recommendation to respond to any procedural errors or errors of fact.

12. The regional campus dean's recommendations to grant or deny tenure to the candidate shall be submitted to the vice provost for regional campuses and the college/independent school dean, with copies to the unit administrator and the provost. The file must be completed and closed at the regional campus level and no material added except as provided for in paragraphs E-4, F-3, F-4, F-13, G-7, H-2, H-3, H-9, H-13, H-17, and J of this policy.

13. No later than the date when the regional campus dean submits his/her recommendation to the college dean, the campus dean shall notify the candidate of this recommendation by letter. This notification shall include copies of the campus dean's written recommendation to the college/independent school dean and copies of the tenure committee's signed evaluation forms. The campus dean's letter to the candidate shall inform the candidate that he/she has the right, within five working days, to add a letter to his/her file responding to any procedural errors or errors of fact that the candidate believes have been included in the campus dean's letter. The letter shall also indicate that if the candidate wishes to respond to a negative recommendation, such intent shall be expressed to the college dean or independent school dean within ten working days of receipt of the campus dean's letter. Copies shall be sent to the appropriate deans, the vice provost for regional campuses, and the provost. In the case of the independent schools, copies shall be sent directly to the vice provost for regional campuses and the provost.

14. The college dean or independent school dean shall review the regional campus and unit actions and shall convene the college advisory committee, which shall function as the college tenure committee. Informed by the committee's recommendation, the college dean or independent school dean shall forward a recommendation for approval or disapproval to the vice provost for regional campuses. (For specific processes, see section G.)

15. The vice provost for regional campuses shall conduct a review of the college and regional campus actions and shall make a timely recommendation to the provost for approval or disapproval of the tenure of any candidate who is assigned to the regional campuses.

16. To aid in making a recommendation, the vice provost for regional campuses shall convene a tenure advisory board for the regional campuses. The members of this board shall be appointed by the vice provost in consultation with the regional campuses faculty advisory council and campus deans from a list of tenured associate and full professors nominated by each campus faculty council and campus dean. It is ordinarily expected that through such discussion, consensus on the regional campuses tenure advisory board members will be reached. In the unusual circumstance that the regional campuses faculty advisory council and the vice provost are unable to reach consensus by the specified date

for the beginning of the board's activity, the vice provost will convene a tenure advisory board that includes those for whom consensus has been reached and others that the vice provost appoints.

17. No later than the date the vice provost submits his/her recommendation to the provost, the vice provost shall notify the candidate by sending a copy of his/her recommendation to the dean, a summary of any advisory recommendations of any faculty bodies that have been consulted during the process, and copies of the tenure advisory board's signed evaluations forms. This letter shall be accompanied by a statement informing the candidate that she/he has the right to include, within five working days, a letter in the file responding to any procedural errors or errors of fact that the candidate believes are in any of the recommendations and supporting documents from the vice provost or other advisory committees. The letter shall also indicate that if the candidate wishes to appeal a negative decision, such intent shall be expressed to the provost, in writing, within ten working days of receipt of the vice provost's letter.

I. The provost level. The provost shall conduct a review of the independent school/college and regional campus level actions and shall make a recommendation on tenure.

1. To assist in this process for Kent campus faculty, the provost shall convene the Kent campus tenure advisory board. The members of this board shall be appointed by the provost in consultation with the provost's advisory council from a list of tenured associate and full professors nominated by the faculty senate executive committee, the college/independent schools advisory committees, and the college/independent school deans. It is ordinarily expected that through such discussion, consensus on the tenure advisory board members will be reached. In the unusual circumstance that the provost's advisory council and the provost are unable to reach consensus by the specified date for the beginning of board's activity, the provost will convene a tenure advisory board that includes those for whom consensus has been reached and others that the provost appoints. This board shall evaluate from a Kent campus-wide perspective the recommendations made thus far and shall formally advise the provost as to whether in its view these recommendations should be accepted.

2. The provost shall provide written notification to all candidates for tenure of the action taken. Such notification shall be made at least one week prior to the date designated as the submission date for recommendations for tenure by the president to the board of trustees. The communication to candidates whose tenure is not approved shall include reasons why approval was withheld. Copies of each communication shall be sent to the vice provost for regional campuses (if applicable), college dean, regional campus dean (if applicable) and unit administrator.

J. New material may be added as requested by a review committee or the responsible academic administrator at any level of review in order to correct or more fully document information contained in the tenure file. In such instances, the affected faculty member shall be notified of, and given the opportunity to review, such new material as is added to the file and also provided with the opportunity to include written comments relevant to this material and/or the appropriateness of its inclusion in the file.

K. Any faculty member whose tenure has been disapproved at any level shall have the right to appeal to the next higher academic administrative officer. In the case of denial by the provost, the appeal shall be to the president, or when appropriate to the joint appeals board (see collective bargaining agreement, Grievance and Appeals Procedure). Appeals based upon a claim that established procedures have not been followed can only be made to the next higher academic administrative officer. All appeals must be initiated by the candidate in writing within ten working days of the candidate's receipt of the disapproval notification. At each level of appeal at which a faculty advisory body is designated to hear an appeal and make an advisory recommendation to the responsible academic administrative officer, the appellant shall be offered an opportunity to appear in person to present his/her case orally before the appropriate tenure committee. The appellant may be accompanied by a colleague who may assist in presenting his/her case. The academic administrator in question shall consider the vote of this body seriously before making his/her recommendation and shall inform both the appellant and the academic administrator at the next higher level of the results of this vote.

L. In no instance shall any academic administrator or member of a tenure committee violate the confidentiality of the tenure process or compromise the principles of due process.

ADDENDUM C

University Policy and Procedures Regarding Faculty Reappointment

Effective: November 20, 2004

A. All tenure-track faculty members are considered to hold probationary appointments for one year, subject to annual renewal. The total period of full-time tenure-track service at the university prior to continuous tenure will not exceed six years. Scholarly leaves of absence for one year or less will count as part of the probationary period. Faculty members with probationary appointments in the tenure track will be reviewed annually until the academic year in which they are considered for tenure. Reappointment reviews have as their primary purpose the preparation of probationary faculty members for a successful tenure review, and annual reviews will help to prepare them in the following ways:

1. Probationary faculty members will be given information about unit and/or regional campus goals, culture, and professional and college standards and expectations;

2. Probationary faculty members will participate in regular, complete, and specific formative evaluations during the probationary period to foster their scholarships (discovery, integration, application, teaching) and university citizenship;

3. Probationary faculty members will be given the opportunity to discuss the review and to respond to suggestions for improvement in scholarship and university citizenship, and they will receive a timely, fair evaluation of their responses;

4. Probationary faculty members will have the opportunity to establish a mentoring relationship as an aid in satisfying unit and/or regional campus requirements and conditions for tenure;

5. Finally, probationary faculty members will have the opportunity to establish a clear and consistent record from which the university may confidently draw conclusions about their future performance.

B. Reappointment review is a deliberate and important process. During the course of appropriate reappointment reviews, the chairs and deans will communicate to both the probationary faculty member and the evaluators clear understandings about the requirements and conditions of tenure. Eventually, at the time of tenure review all parties should be sufficiently informed of these requirements and conditions so that the process occurs in an atmosphere of fairness and is based on well-documented employment practices. To help make sure this takes place, the format of the file (or portfolio) to be submitted at the time of application for tenure and promotion should be shown to the probationary faculty member early in the probationary period.

C. The Criteria used in assessing the quality of scholarship and university citizenship in the review of faculty seeking reappointment should conform to the unit's tenure guidelines in the unit's handbook. Guidelines concerning the weighting of those criteria will be applied consistently at all levels of review and will come from the probationary faculty member's home unit or campus of appointment. Thus, all reappointment evaluations of Kent campus probationary faculty

all levels of review and will come from the probationary faculty member's home unit or campus of appointment. Thus, all reappointment evaluations of Kent campus probationary faculty members should follow the unit's guidelines concerning the weighting of the unit's tenure criteria, and all reappointment evaluations of regional campus probationary faculty members should follow the campus' guidelines concerning the weighting of the unit's tenure criteria. To prevent annual reappointment reviews from becoming an undue burden on probationary faculty members and the colleagues who evaluate their files, units shall develop reasonable guidelines for the construction of reappointment files and the presentation of documentation and evidence.

D. The principle to affirm at reappointment review is, "Given the years of service to date and the number of years until mandatory tenure review, it is reasonable to expect that the probationary faculty member will eventually undergo a successful tenure review." To help the probationary faculty member accomplish this and to aid the reappointment committee in making such an affirmation, expectations about how the scholarships of discovery, integration, application, and teaching, and university citizenship are applicable should be outlined in the letter of appointment, and specific criteria should be detailed in the unit handbook and shared with the faculty member early in the probationary period.

E. Procedures at the department and independent school level. The reappointment committee of a "unit," i.e., a department or school, will be composed of all tenured members of the unit's advisory committee and any tenured full professors who may not be members of the advisory committee. No member of the committee may be present when the committee deliberates or votes on the reappointment of an individual in a rank higher than that of the individual member of the reappointment committee, or on the reappointment of a spouse or relative. The unit administrator serves as the non-voting chairperson of the reappointment committee.

1. In the first year of the probationary period the unit administrator will notify the probationary faculty member in the appointment letter that a reappointment review will occur shortly after the end of the first semester. At that time the probationary faculty member will submit only a two to three page letter describing his or her accomplishments and plans for the remainder of the academic year. All parties participating in the review should be aware that a full review is not required at this time, but that two things should be accomplished during this first review.

    a. The unit administrator and the unit's reappointment committee should review the probationary faculty member to make certain that the terms of the initial appointment have been satisfied.

    b. The unit administrator and the unit's reappointment committee should apply those criteria in C above which are appropriate or are available (e.g., first semester peer and student teaching evaluations) for the reappointment review.

    Probationary faculty members in the first year will not be reviewed by the college advisory committees, but will be reviewed only at the unit level with a recommendation by the unit administrator and college/school dean.

2. For every following annual review, near the end of the spring semester the unit administrator will notify all probationary tenure-track faculty members in the unit, Kent

campus and regional campus faculty members alike, that a reappointment review will begin early in the fall semester of the next academic year.

3. The unit administrator will make available copies of the guidelines, timetables and other information concerning reappointment review to all probationary faculty members in the unit no later than three weeks before the deadline for submission of materials, which is at the end of the first week of the fall semester.

4. Probationary faculty members are responsible for developing, organizing and submitting to the unit administrator the evidence supporting their reappointment. However, the unit administrator, as well as colleagues, should aid probationary faculty members in the preparation of their files, especially in their early years of service.

5. The unit administrator will review the file with the probationary faculty member to insure that it is complete. The unit administrator is responsible for inserting past reappointment letters and the original letter of appointment in the file. If judged as complete, a statement indicating that the file is complete shall be prepared and signed by both the unit administrator and the faculty member. Thereafter, the probationary faculty member must be informed of anything added to the file and provided with the opportunity to insert written comments concerning that new material.

6. Before convening the reappointment committee, the unit administrator will inform all tenured faculty that the files are available for inspection , and will formally invite written comments from all tenured faculty members who are not members of the reappointment committee. The unit administrator will provide those comments to the reappointment committee, copy the probationary faculty member, and place the comments in the file.

7. Members of the reappointment committee on leave of absence shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the reappointment committee consists of fewer than four members, excluding the non-voting chair, then a special procedure for enlarging it shall be developed by the unit administrator or the regional campus dean in the case of regional campuses, with the advice of the faculty advisory committee and the assistance of the college dean or, where appropriate, the vice provost for regional campuses and the provost.

8. The unit administrator will comment on the strengths and weaknesses of, and the extent to which the probationary faculty member has responded to issues raised in previous reappointment letters, especially suggestions about improvement in the applicable scholarships of discovery, integration, application, and teaching, and university citizenship. Finally, the unit administrator should provide his or her judgment of how well the probationary faculty member is progressing toward a successful tenure review.

9. After candid and confidential discussion by the committee, each voting member will say "yea," "yea with reservations," or "nay" concerning the reappointment of the probationary faculty member. The unit administrator will record the vote tally and report this to the committee, which has the option of voting a second time.

10. Shortly thereafter, each voting member will record his or her vote by completing a signed evaluation form. The reappointment committee members should consider their remarks

carefully when they prepare them because such peer evaluations are crucial to the reappointment process.

11. A simple majority of the reappointment committee members will constitute an endorsement to the unit administrator for reappointment. A vote of "yea with reservations" will count as a positive vote to reappoint the probationary faculty member, but it shall carry an additional message of concern.

12. The unit administrator will weigh and assess all relevant information and decide whether to recommend the reappointment of the probationary faculty member. He or she will record that decision, along with a signed statement supporting it. The statement should be a detailed written assessment, clearly conveying the strengths and weaknesses of the probationary faculty member's performance in the scholarships of discovery, integration, application, and teaching, and university citizenship. The assessment should follow the unit's standards as specified in the unit's tenure policy and also individual expectations for a given probationary faculty member. Specific suggestions concerning performance necessary to achieve a positive tenure decision should be conveyed in the letter.

13. The unit administrator should extend an invitation to the probationary faculty member to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the unit administrator must meet with the probationary faculty member within five working days from the date of the submission of the unit administrator's letter to the administrator at the next level of review. The probationary faculty member has five working days from receipt of the written notification of the unit recommendations to respond to any procedural errors or errors of fact.

14. In the case of a Kent campus probationary faculty member in one of the four undergraduate colleges, the unit administrator submits the unit's recommendation to the college dean. In the case of a regional campus probationary faculty member, the unit administrator submits the unit's recommendation to the appropriate regional campus dean. For probationary faculty members in independent schools administered by the regional campus system, the unit administrator submits the recommendation to the vice provost for regional campuses. For probationary faculty members in all other independent schools, the unit administrator submits the unit's recommendation to the provost. The file must be completed and closed at the unit level and no material added except as provided for in paragraphs E-5, E-6, E15, F-5, F-6, F-12, F-16, G-6, H-2 and J in this policy.

15. No later than the date when the unit administrator submits the unit's recommendation, he or she will provide a copy of the recommendation, a summary of the reappointment committee's recommendation, copies of the committee members' signed evaluation forms, and the vote with the probationary faculty member. The unit administrator's letter will inform the probationary faculty member that he or she has the right, within five working days after receipt of the letter, to add a letter to his or her file responding to any procedural errors or errors of fact that the faculty member believes have been included in either the unit administrator's letter or the committee members' statements. If the unit's recommendation is negative, the probationary faculty member will be notified that he or

she has ten working days after receipt of the unit administrator's letter to appeal the decision to the administrator at the next level of review.

F. Regional campus level. Faculty members at the regional campuses will have reappointment reviews occur at both the regional campus level and unit level (as described above in section E). The reappointment committee of a regional campus will be composed of tenured members of the campus' faculty council and the campus' tenured full professors. No member of the committee may be present when the committee deliberates or votes on the reappointment of an individual in a rank higher than that of the individual reappointment committee member, or on the reappointment of a spouse or relative. The faculty council chairperson conducts the deliberations and voting and is a voting member of the campus reappointment committee.

1. In the first year of the probationary period the campus dean will notify the probationary faculty member in the appointment letter that a reappointment review will occur shortly after the end of the first semester. At that time the probationary faculty member will submit only a two to three page letter describing his or her accomplishments and plans for the remainder of the academic year. All parties participating in the review should be aware that a full review is not required at this time, but that two things should be accomplished during this first review at the campus level.

    a. The campus dean and the campus reappointment committee should review the probationary faculty member to make certain that the terms of the initial appointment have been satisfied.
    b. The campus dean and the campus reappointment committee should apply those criteria and weighting in C above which are appropriate or are available (e.g., first semester peer and student teaching evaluations) for the reappointment review.

    Probationary faculty members in the first year will not be reviewed by the college advisory committees, but will be reviewed only at the campus and unit levels with a recommendation by the campus dean and college/school dean.

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

3. The unit administrator will make available copies of the guidelines, timetables and other information concerning reappointment review to all probationary faculty members no later than three weeks before the deadline for submission of materials, which is at the end of the first week of the semester. At the same time, the campus dean will make available to the probationary faculty member and the unit copies of those sections of the campus handbook concerning the campus' method of weighting unit criteria.

4. Probationary faculty members at the regional campuses are responsible for developing, organizing and submitting to the unit administrator two identical files that present the evidence supporting their reappointment. However, it is expected that the campus dean, unit administrator, and campus and unit colleagues will aid probationary faculty members in the preparation of their files, especially in their early years of service.

5. The unit administrator will review the files with the probationary faculty member in order to insure that the files are complete. The unit administrator is responsible for inserting past reappointment recommendations, and the campus dean is responsible for inserting past reappointment letters and the original letter of appointment in the files. If judged as complete, a statement indicating that the files are complete shall be prepared and signed by both the unit administrator and the probationary faculty member. The unit administrator then immediately forwards one file to the faculty member's regional campus, keeping the other for the unit's review. Thereafter, the probationary faculty member must be informed of anything that is added to the files.

6. Before convening the campus reappointment committee, the faculty council chairperson will inform all tenured faculty that the files are available for inspection, and will formally invite written comments from all tenured faculty members who are not members of the campus reappointment committee. The chairperson will provide these comments to the reappointment committee, copy the probationary faculty member, and place the comments in the file.

7. Members of the campus reappointment committee on leave of absence shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the campus reappointment committee consists of fewer than four members, including the voting faculty chairperson, then a special procedure for enlarging it shall be developed by the unit administrator or the regional campus dean in the case of regional campuses, with the advice of the faculty advisory committee and the assistance of the college dean or, where appropriate, the vice provost for regional campuses and the approval of the provost.

8. The campus reappointment committee will discuss the strengths and weaknesses of each probationary faculty member. The committee will evaluate the probationary faculty member's response to previous reappointment letters, especially to suggestions about improvement in the applicable scholarships of discovery, integration, application, and teaching, and university citizenship, and judge how well the faculty member is progressing toward successful tenure review.

9. After candid and confidential discussion by the committee, each voting member will say either "yea," "yea with reservations," or "nay" concerning the reappointment of the probationary faculty member. The faculty chairperson will record the vote tally and report this to the committee, which has the option of voting a second time.

10. Shortly thereafter, each voting member will record his/her vote by completing a signed evaluation form. The campus reappointment committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process.

11. A simple majority of the campus reappointment committee will constitute endorsement to the campus dean for reappointment. A vote of "yea with reservations" will count as a positive vote to reappointment the probationary faculty member, but it shall carry an additional message of concern.

12. The faculty chairperson will then summarize the committee's vote, deliberations, signed evaluation forms, and recommendation in a letter to the regional campus dean. Copies of the letter and the committee members' signed evaluation forms are given to the probationary faculty member. Copies of the letter are also sent to the unit administrator, college/school dean, and vice provost for regional campuses. The letter should address the strengths and weaknesses of the probationary faculty member's performance in the scholarships of discovery, integration, application, and teaching, and university citizenship. The assessment should follow the unit and campus standards as specified in the unit and campus tenure policies as well as individual expectations for a given probationary faculty member. The letter will also inform the faculty member that he or she has the right, within five working days after receipt of the letter, to add a letter to his or her file responding to any procedural errors or errors of fact that the faculty member believes have been included in either the faculty chairperson's letter or the committee members' statements. If the reappointment committee's recommendation is for non-reappointment, the probationary faculty member has ten working days from the receipt of the letter to respond by letter to the regional campus dean and the unit administrator.

13. The regional campus dean will assemble the records, along with supporting statements, evaluation forms, and other relevant documents. The campus dean will then review the file and the advisory recommendations of the campus reappointment committee and the unit administrator, weigh and assess all relevant information, and decide whether to recommend reappointment. He or she will record that decision, along with a signed statement supporting it. The statement should be a detailed written assessment, clearly conveying the strengths and weaknesses of the probationary faculty member's performance in the scholarships of discovery, integration, application, and teaching, and university citizenship. The assessment should follow the unit and campus standards as specified in the unit and campus tenure policies as well as individual expectations for a given probationary faculty member. Specific suggestions concerning performance needed to achieve a positive tenure decision should be communicated.

14. The regional campus dean should extend an invitation to the probationary faculty member to meet in order to discuss the assessment and recommendation. This meeting should take place as soon as possible. In all cases that are not unanimously positive, the campus dean must meet with the probationary faculty member within five working days from the date of the submission of the campus dean's letter to the college/school dean. The probationary faculty member has five working days from receipt of the dean's recommendations to respond to any procedural errors or errors of fact.

15. The regional campus dean's recommendation concerning reappointment is submitted to the college/school dean, with copies to the unit administrator, the vice provost for regional campuses, and the provost. The file must be closed at the regional campus level and no material added except as provided in paragraphs E-5, E-6, E-15, F-5, F-6, F-12, F-16, G-6, H-2 and J in this policy.

16. No later than the date the regional campus dean submits his or her recommendation, the campus dean will notify the probationary faculty member of this recommendation by letter. This notification will include copies of the campus dean's recommendation letter to the college/school dean. The campus dean's letter to the candidate will inform the

probationary faculty member that he or she has the right, within five working days after receipt of the letter, to add a letter to his or her file responding to any procedural errors or errors of fact the faculty member believes have been included in the campus dean's letter. The letter will also indicate that if the probationary faculty member wishes to appeal a negative decision, such intent will be expressed to the college/school dean within ten working days after receipt of the campus dean's letter. The probationary faculty member should send copies of an appeal letter to the unit administrator, campus dean, vice provost for regional campuses and the provost.

G. The college level. The dean will conduct a review of the unit/regional campus actions and will convene the college advisory committee, which will function as the college reappointment committee. Based on the evidence of the probationary faculty member's progress toward tenure as presented in the supporting materials and the unit /regional campus level recommendations, this committee will recommend to the dean either reappointment or non-reappointment. In the four undergraduate colleges, tenured members of the elected college advisory committee will serve as the college reappointment committee to review recommendations and evaluations from the departments/schools and regional campus, if appropriate, and recommend to the dean in each case whether reappointment should or should not be granted. Members of the college committee may not vote on faculty members from their own unit, nor may a member be present, participate or vote while the committee deliberates on the reappointment of a spouse or relative.

1. The dean will be the chairperson and a nonvoting member of the college reappointment committee. The committee shall have available to it all data developed at the unit level. In the case of the regional campus faculty, the appropriate regional campus dean will submit a recommendation to the college dean. The available data will be the subject of candid and confidential discussion by the committee.

2. In the cases of positive recommendation from the unit's reappointment committee and the unit administrator, and positive recommendations from the regional campus reappointment committee and the campus dean where applicable, the college reappointment committee may move to approve all such recommendations without reviewing each individually. Each voting member will say either "yea" or "nay". The dean will record the vote tally and report this to the committee.

3. In the case of (a) a negative reappointment decision by the unit's reappointment committee or the unit administrator, or the campus' reappointment committee or campus dean where applicable, or (b) any individual case not acted on in G-2 above, the probationary faculty member's file will be the subject of candid and confidential discussion by the committee. After the discussion, each voting member will say "yea," "yea with reservations," or "nay" concerning the reappointment of the probationary faculty member. The dean will record the vote tally and report this to the committee, which has the option of voting a second time. Shortly thereafter, each voting member will record his/her vote by completing a signed evaluation form. The college reappointment committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process.

4. Approval by a simple majority of the members of the college reappointment committee will constitute a recommendation for reappointment to the dean. A vote of "yea with

reservations" will count as a positive vote to reappointment the probationary faculty member, but it shall carry an additional message of concern.

5. The dean will prepare a written statement in which is recorded the recommendation of the college reappointment committee. In the case of a block vote, the dean will report whether the college reappointment committee supports the unit or regional campus recommendation. In the case of votes on individual cases, the dean will report the numerical vote. In addition, the dean will forward a recommendation for approval or disapproval. For a Kent campus probationary faculty member, the dean's statement and the faculty member's file are forwarded to the provost (section I). For a regional campus probationary faculty member or for a faculty member in an independent school administered by the regional campus system, the dean's statement and faculty member's file are forwarded to the vice provost for regional campuses (section H).

6. No later than the date the college recommendation is submitted to the provost or vice provost for regional campuses, the dean will notify the probationary faculty member of the recommendation by sending him or her a copy of this statement and recommendation, a summary of the college reappointment committee's recommendation, and copies of the committee members' signed evaluation forms. The unit administrator and regional campus dean, if appropriate, will receive copies as well. This notification letter will also include a statement informing the probationary faculty member that he or she has the right, within five working days after receipt of the letter, to include a letter in the file responding to any procedural errors or errors of fact that the faculty member believes are in any of the college level recommendations and supporting documents. The letter will also indicate that if the probationary faculty member wishes to appeal a negative decision, notification of such intent shall be sent in writing to the provost or vice provost for regional campuses, if appropriate, with copies to the college dean and unit administrator, within ten working days of the probationary faculty member's receipt of the dean's recommendation.

H. The vice provost for regional campuses level. In the case of regional campus probationary faculty members or faculty members in independent schools administered by the regional campus system, the college or school dean will make available to the vice provost for regional campuses the files, recommendations and supporting materials from all levels of the faculty member's review.

1. The vice provost will conduct a review of the college/school, regional campus, and unit actions and will make a recommendation to the provost for reappointment or non-reappointment.

2. No later than the date the vice provost submits his or her recommendation to the provost, the vice provost will notify the probationary faculty member by sending a copy of the recommendation to the faculty member. In a letter to the probationary faculty member, the vice provost will inform him or her that he or she has the right to include, within five working days after receipt of the letter, a letter in the file addressing any procedural errors or errors of fact the faculty member believes are in any of the recommendations and supporting documents from the vice provost. The letter will also indicate that in the case of a negative decision, the probationary faculty member has ten working days from the receipt of the vice provost's letter within which to appeal the decision to the provost.

I. he provost level. The provost will review the reappointment recommendations at the college/school and unit/regional campus levels. Unless reversed by the provost, the recommendation of the college/school dean or vice provost for regional campuses will stand. The unanimous recommendations of the college/school dean and his or her reappointment committee and the unit administrator and his or her reappointment committee, or where applicable the campus dean and his or her reappointment committee, will stand unless the provost can provide compelling reasons for reversing them. Probationary faculty members receiving a negative recommendation at the provost level must be notified in accordance with guidelines established in the Collective Bargaining Agreement.

J. New material may be added as requested by a review committee or the responsible academic administrator at any level of review or appeal in order to correct or more fully document information contained in the reappointment file. In such instances, the affected faculty member will be notified of, and given the opportunity to review, such new material as is added to the file and also provided the opportunity to include written comments relevant to this material and/or the appropriateness of its inclusion in the file.

K. Any faculty member who has been recommended for non-reappointment at any level will have the right to appeal to the next highest academic administrative officer. All appeals must be initiated by the probationary faculty member in writing within ten working days after the probationary faculty member's receipt of the non-reappointment notification. Appeals should be heard in a timely manner (e.g., thirty calendar days). At each level of appeal at which a faculty advisory body is designated to hear an appeal and make a recommendation to the responsible academic administrative officer, the appellant will be offered the opportunity to appear in person to present his/her case orally before the appropriate reappointment committee. At the college level, appeals are heard by the college reappointment advisory committee. The appellant may be accompanied by a colleague who may assist in presenting her/his case. The academic administrator in question will consider the vote of this body seriously before making his/her recommendation and will inform both the appellant and the academic administrator at the next highest level of the results of this vote.

L. Any faculty member who has been recommended for non-reappointment by the provost may appeal that decision to the Joint Appeals Board, or may waive this right and appeal directly to the President.

ADDENDUM D

University policy regarding faculty teaching load
Effective 24 August 1979

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

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

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

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

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

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

Effective as a rule August 24, 1979
Promulgated under: R.C. §§ 111.15; Rule amplifies: §§3341.01 to 3341.06

Prior Effective Dates: Prior to November 4, 1977, August 24, 1979

Addendum E

Methodology for Calculating the Contingent Supplemental Increment

Step 1: Separately add for FY05 and FY06 the total revenues of the Kent State University System from four sources--the instructional fee, the state share of instruction, Success Challenge and Access Challenge for FY05 and FY06.

Step 2: Calculate the change in adjusted revenue between the two years.

Step 3: Subtract from the total revenue for each fiscal year any instructional fee or state appropriation that is restricted or designated to get the adjusted-total revenue for each year.

Step 4: Calculate the ratio of the total budgeted amount for Faculty salaries under this contract to final total E&G budget for FY 2005. Multiply the increase in revenues available for Faculty salaries by this ratio to get the pool amount available for Faculty salary increases.

Step 5: Divide this amount by total budgeted Faculty salaries to calculate the percentage increase available for Faculty salaries.

Step 6: Compare the percentage increase available for Faculty salaries with the contract percentage for faculty salaries. If the percentage available is greater than the amount specified in the Agreement, the salary increase will equal the percentage available. Apply the overall cap on Faculty salary increases if appropriate.

Step 7: Repeat same approach for year 2, comparing total revenues for FY07 and the cumulative salary increase for FY06 and FY07 against FY2005.

Step 8: Repeat same approach for year 3, comparing total revenues for FY08 and the cumulative salary increase for FY06, FY07, and FY08 against FY05.

SAMPLE CALCULATION

	FY2005	FY2006	FY2007
Instructional Fees	$120,000,000	$130,000,000	$145,000,000
State Share of Instruction	85,000,000	85,000,000	82,000,000
Success and Access Challenge	5,000,000	5,000,000	5,000,000
TOTAL	$210,000,000	$220,000,000	$232,000,000

Assumptions: Tuition increase in FY06 is 7%
Tuition increase in FY07 is 9%
Legislation restricts all increases in tuition above 7% to be used for scholarships.
Total amount budgeted for Faculty salaries in FY 2005 = $50,000,000
Faculty salaries as a percentage of final total E&G budget = 20%

AY 2005-06

1. FY05 = $210,000,000 and FY06 = $220,000,000
2. $216,000,000 - $206,000,000 = $10,000,000
3. Restricted tuition is $4,000,000 in both years
4. $10,000,000 x 0.2 = $2,000,000
5. $2,000,000/$50,000,000 = 0.04 or 4%
6. Since 4%> 3%, the increase in year 2 would be 4%, or 1% greater than contract amount.

AY 2006-07

1. FY05 = $210,000,000 and FY07 = $232,000,000
2. $225,400,000 - 206,000,000 = $19,400,000
3. 2% set aside for scholarship support = $2,600,000

FY05 $210,000,000 - $4,000,000 = $206,000,000

FY07 $232,000,000 - $6,600,000 = $225,400,000

4. $19,400,000 x 0.2 = $3,880,000
5. $3,880,000/$52,000,000 = .075 or 7.5%
6. Since 7.5% > 7.12% (1.04 x 1.03), the increase in year 3 would be 3.38 %, or0.38% greater than contract amount.

MEDICAL PLAN COMPARISON FOR CALENDAR YEAR 2005

Plan	SuperMed Plns - PPO		SuperMed Select or EmeraldHealth - Basic POS		SuperMed Select - High POS		SuperMed HMO
Benefit Period	Calendar Year (January 1 to December 31		Calendar Year (January 1 to December 31		Calendar Year (January 1 to December 31		Calendar Year
Primary Care Physician (PCP) Requirec	No		Yes		Yes		Yes
Dependent age limit	age 25 to End of Month		age 25 to End of Month		age 25 to End of Month		age 25 to End of Month
Lifetime Maximum	$1,000,000		$1,000,000		$1,000,000		none
	BENEFIT		BENEFIT		BENEFIT		BENEFIT
	Network	Non-Network	Authorized	Non-Authorized	Authorized	Non-Authorized	Authorized
Annual Deductible	$200 individual/$400 family		None	$250/$500	None	$250/$500	none
Annual out-of-pocket max (excl deductible	$750/$1,500	$1,500/$3,000	$1,000/$2,000	$5,000/$10,000	None	$5,000/$10,000	none
Coinsurance (employee pays	10%	20%	10%	30%	None	40%	none
Inpatient care							
Semi-private room and boarc	90%	$100 copay, then 80%	$100 copay then 90%	$250 copay, then 70%	$100 copay then 100%	$250 copay, then 60%	100%
Surgery	90%	80%	90%	70%	100%	60%	100%
Anesthesia	90%	80%	90%	70%	100%	60%	100%
Consultations	90%	80%	90%	70%	100%	60%	100%
Maternity care	90%	$100 copay, then 80%	90%	70%	100%	60%	100%
Lab and X-ray service:	90%	80%	90%	70%	100%	60%	100%
Therapy service:	90%	80%	90%	70%	100%	60%	100%
Drugs and Medications	90%	80%	90%	70%	100%	60%	100%
Outpatient care							
Outpatient surgery	90%	80%	90%	70%	100%	60%	100%
Second Surgical Opinion	100%	100%	90%	90%	100%	100%	100%
Diagnostic services, lab and x-ray	90%	80%	90%		100%		100%
MRI (require prior authorization)	90%	80%	90%	70%	100%	60%	100%
Cardiac Rehabilitation	90%	80%	90%	70%	100%	60%	100%
Physical, occupational and speech therapy[1]	90%	80%	90%	70%	100%	60%	$10 copay then 100%
Office visits	$5 copay then 100%	80%	$10 copay then 100%	70%	$10 copay then 100%	60%	$10 copay then 100%
Urgent Care	$5 copay then 100%	80%	$10 copay then 100%	70%	$10 copay then 100%	60%	$10 copay then 100%
Routine Physical exam	not covered	not covered	$10 copay then 100%	not covered	$10 copay then 100%	not covered	$10 copay then 100%
Routine Testing (5 standard) [2]	not covered	not covered	90%		100%		100%
Well child exam (to age 9)[3]	$5 copay then 100%	80%	$10 copay then 100%	70%	$10 copay then 100%	60%	$10 copay then 100%
Immunizations	$5 copay then 100%	80%	$10 copay then 100%	70%	$10 copay then 100%	60%	100%
Routine Mammogran[6]	100%	80% no deductible	100%		100%		100%
Routine Pap test[6]	$5 copay then 100%	80% no deductible	100%		100%		100%
Routine PSA[6]	100%	80% no deductible	100%		100%		100%
Routine Hearing Exam	not covered	not covered	$10 copay then 100%	not covered	$10 copay then 100%	not covered	100%
Prenatal and postnatal maternity care	90%	80%	90%	70%	100%	60%	100%
Sterilization	90%	80%	90%	70%	100%	60%	100%
Allergy test and treatmen	90%	80%	90%	70%	100%	60%	$25 copay then 100%
Durable medical equipment	80%		90%	70%	100%	60%	100%
Emergency room services (emergency	90%		$25 copay then 100%		$25 copay then 100%		$50 copay then 100%
- non-emergency use of emergency roor	90%	80%	$25 copay then 90%[7]	$25 copay then 70%[7]	$25 copay then 100%[7]	$25 copay then 60%[7]	$25 copay then 100%
Ambulance	80%		90%	70%	100%	60%	100%
Mental Health and Substance Abuse							
Inpatient[4]	90%	80%	90%	70%	100%	60%	100%
Outpatient benefit[5]	70%	50%	$20 copay then 100%	50%	$20 copay then 100%	50%	$10 copay,100%, 20 vists/yr
Skilled nursing facilities	80%, 120 days per calendar year		90%	70%	100%	60%	100%, 100 days/yr.
Home healthcare	80%, 120 days per calendar year		90%	70%	100%	60%	100%
Private Duty Nursing	80%		90%	70%	100%	60%	100%
Hospice	80%		90%	70%	100%	60%	100%
Organ transplants	90%	80%	90%	70%	100%	60%	100%
Prescription Drug (Caremark except HMO)	10% copay generic, 20% copay brand; $50/max per prescription Retail or Mail Service		10% copay generic, 20% copay brand; $50/max per prescription Retail or Mail Service		10% copay generic, 20% copay brand; $50/max per prescription Retail or Mail Service		$5 copay, retail only

ALL LIMITS ARE COMBINED NETWORK AND NON-NETWORK. BENEFIT LEVELS ARE PAYABLE AFTER ANY APPLICABLE DEDUCTIBLE.

1. After 10th visit, additional visits based upon medical necessity.
2. EKG, chest-x-ray, complete blood count, SMA 12, urinalysis.
3. Limited to $500 first 12 months then $150 per calendar year.
4. Mental Health maximum 30 days per calendar year; Substance Abuse 30 days per calendar year
5. Outpatient Substance Abuse services limited to $2,000/calendar year.
6. Once per calendar year
7. No coverage for facility charges during non-emergency use of emergency room; benefits cover professional component only

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

KENT STATE UNIVERSITY

MEDICAL PLAN FOR CALENDAR YEAR 2006

Plan	PPO Option #1		PPO Option #2		PPO Option #3	
Benefit Period	Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)	
Primary Care Physician (PCP) Required	No		No		No	
Dependent age limit	age 21, age 25 if student to End of Month		age 21, age 25 if student to End of Month		age 21, age 25 if student to End of Month	
Lifetime Maximum	$2,500,000		$2,500,000		$2,500,000	
	BENEFIT		BENEFIT		BENEFIT	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Annual Deductible	$250/$500		$350/$700		$500/$1,000	
Annual out-of-pocket max (excl deductible)	$750/$1,500	$1,500/$3,000	$900/$1,800	$2,000/$4,000	$1,000/$2,000	$2,500/$5,000
Coinsurance (employee pays)	10%	30%	20%	40%	30%	50%
Inpatient care						
Semi-private room and board	90%	$100 copay, then 70%	80%	$100 copay, then 60%	70%	$100 copay, then 50%
Surgery	90%	70%	80%	60%	70%	50%
Anesthesia	90%	70%	80%	60%	70%	50%
Consultations	90%	70%	80%	60%	70%	50%
Maternity care	90%	$100 copay, then 70%	80%	$100 copay, then 60%	70%	$100 copay, then 50%
Lab and X-ray services	90%	70%	80%	60%	70%	50%
Therapy services	90%	70%	80%	60%	70%	50%
Drugs and Medications	90%	70%	80%	60%	70%	50%
Outpatient care						
Outpatient surgery	90%	70%	80%	60%	70%	50%
Second Surgical Opinion	100%	100%	100%	100%	100%	100%
Diagnostic services, lab and x-ray	90%	70%	80%	60%	70%	50%
MRI (require prior authorization)	90%	70%	80%	60%	70%	50%
Cardiac Rehabilitation	90%	70%	80%	60%	70%	50%
Physical, occupational and speech therapy [1]	90%	70%	80%	60%	70%	50%
Office visits - PCP[7]	$15 copay then 100%	70%	$15 copay then 100%	60%	$15 copay then 100%	50%
Office visits - Specialist[7]	$30 copay then 100%	70%	$30 copay then 100%	60%	$30 copay then 100%	50%
Urgent Care[7]	$15 copay then 100%	70%	$15 copay then 100%	60%	$15 copay then 100%	50%
Routine Physical exam[7]	$15 copay then 100%	not covered	$15 copay then 100%	not covered	$15 copay then 100%	not covered
Routine Testing (5 standard) [2]	100%	not covered	100%	not covered	100%	not covered
Well child care (birth to age18) [7]	$15 copay then 100%	70%	$15 copay then 100%	60%	$15 copay then 100%	50%
Immunizations	100%	70%	100%	60%	100%	50%
Routine Mammogram[5]	100%	70% no deductible	100%	60% no deductible	100%	50% no deductible
Routine Pap test[5]	$15 copay then 100%	70% no deductible	$15 copay then 100%	60% no deductible	$15 copay then 100%	50% no deductible
Routine PSA[5]	100%	70% no deductible	100%	60% no deductible	100%	50% no deductible
Routine Hearing Exam	$15 copay then 100%	70% no deductible	$15 copay then 100%	60% no deductible	$15 copay then 100%	50% no deductible
Prenatal and postnatal maternity care	90%	70%	80%	60%	70%	50%
Sterilization	90%	70%	80%	60%	70%	50%
Allergy test and treatment	90%	70%	80%	60%	70%	50%
Durable medical equipment	80%		80%		80%	
Emergency room services (emergency)	90%		80%		70%	
- non-emergency use of emergency room[6]	$50 copay then 90%	$50 copay then 70%	$50 copay then 80%	$50 copay then 60%	$50 copay then 70%	$50 copay then 50%
Ambulance	90%		80%		70%	
Mental Health and Substance Abuse						
Inpatient [3]	90%	70%	80%	60%	70%	50%
Outpatient benefit[4]	90%	50%	80%	50%	70%	50%
Skilled nursing facilities	90%, 120 days per calendar year		80%, 120 days per calendar year		70%, 120 days per calendar year	
Home healthcare	90%, 120 days per calendar year		80%, 120 days per calendar year		70%, 120 days per calendar year	
Private Duty Nursing	90%		80%		70%	
Hospice	90%		80%		70%	
Organ transplants	90%	70%	80%	60%	70%	50%
Prescription Drug (Caremark)	10% coinsurance generic, 20% coinsurance brand, 30% coinsurance for brand if generic is available; $50 max per prescription Retail or Mail Service. Mail Service required after 90 days for maintenance medications.		10% coinsurance generic, 20% coinsurance brand, 30% coinsurance for brand if generic is available; $50 max per prescription Retail or Mail Service. Mail Service required after 90 days for maintenance medications.		10% coinsurance generic, 20% coinsurance brand, 30% coinsurance for brand if generic is available; $50 max per prescription Retail or Mail Service. Mail Service required after 90 days for maintenance medications.	

1. After 10th visit, additional visits based upon medical necessity.
2. EKG, chest-x-ray, complete blood count, SMA 12, urinalysis.
3. Mental Health maximum 30 days per calendar year; Substance Abuse 30 days per calendar year
4. Outpatient Substance Abuse treatment limited to $3,000/calendar year .
5. Once per calendar year for covered persons within eligible groups
6. No coverage for facility charges during non-emergency use of emergency room; benefits cover professional component only
7. Office visit copays apply to cost of the office visit only.

KENT STATE UNIVERSITY

SCHEDULE A

Contributions for Group Medical Coverage
Effective January 1, 2005
12-month Schedule

	Salary Range		Schedule A SuperMed Plus PPO and SuperMed Select High POS	
	Minimum	Maximum	Single	Family
1	0.00	18,000.00	7.57	19.83
2	18,000.01	19,000.00	8.82	23.15
3	19,000.01	20,000.00	10.07	26.47
4	20,000.01	21,000.00	11.32	29.79
5	21,000.01	22,000.00	12.57	33.11
6	22,000.01	23,500.00	13.82	36.43
7	23,500.01	25,000.00	15.07	39.75
8	25,000.01	26,500.00	16.32	43.07
9	26,500.01	28,000.00	17.57	46.39
10	28,000.01	29,500.00	18.82	49.71
11	29,500.01	31,000.00	20.07	53.03
12	31,000.01	32,500.00	21.32	56.35
13	32,500.01	34,500.00	22.57	59.67
14	34,500.01	36,500.00	23.82	62.99
15	36,500.01	38,500.00	25.07	66.31
16	38,500.01	41,000.00	26.32	69.63
17	41,000.01	43,500.00	27.57	72.95
18	43,500.01	46,000.00	28.82	76.27
19	46,000.01	48,500.00	30.07	79.59
20	48,500.01	51,000.00	31.32	82.91
21	51,000.01	53,500.00	32.57	86.23
22	53,500.01	56,000.00	33.82	89.55
23	56,000.01	58,500.00	35.07	92.87
24	58,500.01	63,500.00	36.32	96.19
25	63,500.01	68,500.00	37.57	99.51
26	68,500.01	73,500.00	38.82	102.83
27	73,500.01	78,500.00	40.07	106.15
28	78,500.01	88,500.00	41.32	109.47
29	88,500.01	98,500.00	42.57	112.79
30	98,500.01	108,500.00	43.82	116.11
31	108,500.01	118,500.00	45.07	119.43
32	118,500.01	128,500.00	46.32	122.75
33	128,500.01	138,500.00	47.57	126.07
34	138,500.01	153,500.00	48.82	129.39
35	153,500.01	Above	50.07	132.71

	Comprehensive Dental	DMO
Employee	36.09	
Family	66.29	7.00

KENT STATE UNIVERSITY

Examples (estimates) of Monthly Contributions for Health Care Plan as of January 1, 2006 (based upon a 12-month payroll

2006

Range			90/70 PPO			80/60 PPO			70/50 PPO		
			Contrib Percent	Single	Family	Contrib Percent	Single	Family	Contrib Percent	Single	Family
0.00	-	22,000.00	3.40%	13.08	34.62	1.40%	5.17	13.69	0.50%	1.76	4.66
22,000.01	-	26,500.00	5.05%	19.43	51.42	3.05%	11.27	29.82	1.05%	3.70	9.79
26,500.01	-	31,000.00	6.70%	25.78	68.22	4.70%	17.37	45.95	2.70%	9.52	25.19
31,000.01	-	37,000.00	8.35%	32.13	85.02	6.35%	23.47	62.08	4.35%	15.34	40.58
37,000.01	-	44,000.00	10.00%	38.48	101.82	8.00%	29.56	78.21	6.00%	21.16	55.97
44,000.01	-	52,000.00	11.35%	43.68	115.57	9.35%	34.55	91.40	7.35%	25.93	68.56
52,000.01	-	63,500.00	12.70%	48.88	129.31	10.70%	39.54	104.60	8.70%	30.69	81.16
63,500.01	-	78,500.00	14.05%	54.07	143.06	12.05%	44.53	117.80	10.05%	35.45	93.75
78,500.01	-	100,000.00	15.40%	59.27	156.80	13.40%	49.52	130.99	11.40%	40.21	106.34
100,000.01	-	150,000.00	16.75%	64.46	170.55	14.75%	54.51	144.19	12.75%	44.98	118.94
150,000.01	-	200,000.00	18.10%	69.66	184.29	16.10%	59.50	157.39	14.10%	49.74	131.53
200,000.00	+		19.45%	74.85	198.04	17.45%	64.49	170.59	15.45%	54.50	144.12

Data illustrates an example based upon projections of monthly rates for the health care plan in 2006.
Actual rates and contributions will be determined at the conclusion of the ongoing RFP process.

Schedule C

KENT STATE UNIVERSITY

One-Time Lump Sum Health Insurance Plan Contribution Subsidy Amounts to be Provided in Calendar year 2006 based upon plan enrollment on 12/31/2005 in accordance with Article XII, Section 8(C)(6)(c).

Plan Option	Coverage	Median or below	Above Median
Basic POS	Single	$550	$ 275
	Family	$ 1,100	$ 550
High POS	Single	$ 350	$ 175
	Family	$ 700	$ 350
PPO	Single	$ 150	$ 100
	Family	$ 300	$ 200

There is no subsidy for any Faculty who had opted-out in 2005 and elects plan participation in 2006. There is also no subsidy for Faculty who are enrolled in the plan in 2005 but opt-out in 2006 (other than the opt-out payment already established).

KSU/AAUP Memorandum of Understanding

ATTACHMENT I

SIDE LETTER On Domestic Partners

If the Supreme Court of the State of Ohio issues a final determination that the provision of domestic partner benefits by a state institution does not violate the Constitution of Ohio or any other law, then the University will provide coverage for the domestic partners of Faculty members.

For purposes of this provision "domestic partner" refers to an individual with whom the eligible bargaining unit member shares a committed relationship in which both parties:

i. Share a common residence (except in the instance of long-distance relationships;
ii. Agree to be jointly responsible for one another's welfare;
iii. Are not married or in a domestic relationship with anyone else.

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