

AGREEMENT

BETWEEN

CLEVELAND STATE UNIVERSITY

AND

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
CSU CHAPTER

Effective August 16, 2011 through August 15, 2014

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ARTICLE 1

RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

- 1.1 The Cleveland State University Board of Trustees and the administration hereby recognize the CSU-AAUP as the exclusive representative for the purpose of collective bargaining with respect to all mandatory subjects of bargaining, including wages, hours, terms and other conditions of employment in the bargaining unit, pursuant to certification by the Ohio State Employment Relations Board (SERB) in Case No. 93-REP-05-0108 dated December 16, 1993.
- 1.2 The unit consists of all full-time faculty having the academic rank of Instructor, Assistant Professor, Associate Professor, or Professor with the following exceptions: It does not include all faculty whose primary appointment is in the Cleveland-Marshall College of Law, adjunct, visiting, part-time faculty, lecturers, emeriti and other retired faculty, and all managerial employees, including the President, the vice presidents, deans of colleges, assistant deans, associate deans, assistants to the President and the vice presidents, chairs of academic departments, and all other employees. The unit also includes Clinical Faculty as defined in Article 12.4, all eligible College Lecturers as defined in Article 12.2D and all eligible Research faculty as defined in Article 12.4 A 6.
- A Managerial employees are those whose faculty responsibilities account for less than 50% of total responsibility.
- 1.3 If, during the term of this agreement, questions arise regarding the bargaining unit status of one or more employees, the parties will meet promptly to discuss the status of the individuals and shall attempt to reach agreement as to their inclusion or exclusion from the Bargaining Unit. If the parties are unable to reach agreement as to the status of any individual within ten (10) working days from the commencement of the discussions, either party may petition the SERB for a determination of the status of the position.

ARTICLE 2

DEFINITIONS

- 2.1 The "Administration" shall refer to the President, Vice Presidents, Deans and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by specific delegation of the President, to other senior executives.
- 2.2 The "Association" shall refer to the CSU Chapter of the American Association of University Professors.
- 2.3 The "Members of the Bargaining Unit" shall refer to the recognized bargaining unit as set forth in the recognition clause of this agreement. Members of the bargaining unit may also be referred to as "Faculty".
- 2.4 The "Dean or designee" shall refer to the Dean or a designee when so officially appointed or designated by the Dean.
- 2.5 The "Provost or designee" shall refer to the Provost or a designee when so officially appointed or designated by the Provost.

- 2.6 The term "year" shall mean an academic year consisting of two (2) semesters of full-time service out of the three (3) consecutive yearly semesters, provided that only one (1) year of the probationary period shall be counted during any three (3) consecutive semesters. When an initial appointment begins no later than the first day of the spring semester, a full year is counted; but a partial year of service that begins after the first day of the spring semester shall not be counted against the probationary period.

ARTICLE 3

DUES

- 3.1 A Except as specified below, all employees covered by this Agreement who are not members of the Union shall, pursuant to R.C. 4117.09 (C), pay a fair share fee not greater than the dues paid by members of the CSU-AAUP. This fair share assessment is made to cover the costs of collective bargaining and contract administration throughout the term of representation. The following bargaining unit members shall be exempt from the fair share fee requirement:
- (1) Bargaining unit members hired prior to January 16, 2001, who were not Active Members of the CSU-AAUP as of January 1, 2001 and who do not subsequently become Active Members.
 - (2) Administrators who return to the bargaining unit and who were not subject to the fair share fee at the time they accepted the administrative appointment.
- B Said fair share fee shall be paid by payroll deduction as provided in this article. The amount of the fair share fee shall be certified to the University by the Treasurer of the CSU-AAUP prior to the effective date of this Article, and prior to the effective date of any change in that amount. The University will provide the CSU-AAUP with a list of the names of faculty for whom such deductions have been made, the period covered, and the amounts deducted for each member and for each non-member. The amount of the fair share fee shall be changed at the same time that the amount of the monthly dues is changed.
- C The University and the CSU-AAUP agree that if any legal challenge is made to the terms of this Article, that both parties will defend its validity until there is a final judgment of the highest court or other tribunal to which the matter may be pursued. The CSU-AAUP agrees that its counsel will be the lead counsel during any such litigation, and the University agrees that its counsel will fully cooperate in such litigation.
- D The CSU-AAUP represents to the University that:
- (1) An internal rebate or advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code.
 - (2) A procedure challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the CSU-AAUP.

- (3) Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and the State of Ohio.

E Annually, the CSU-AAUP shall provide the University, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, provided, however, that the CSU-AAUP may delete any information which sets forth amounts of monies the CSU-AAUP spends in various categories or other specific information not necessary to comply with constitutional requirements.

ARTICLE 4

NON-DISCRIMINATION

- 4.1 The Administration agrees that it shall not discriminate against an employee because of membership or activity as a member of the CSU-AAUP.
- 4.2 Neither the Administration nor the CSU-AAUP in carrying out its obligations under the Agreement shall discriminate on the basis of age, race, color, handicap or disability, religion, sex, sexual orientation, national origin, or special disabled or Vietnam-era veteran status.
- 4.3 Nothing in this Article shall preclude any member of the Bargaining Unit from protecting his or her rights to be free from unlawful discrimination pursuant to any state or federal law which addresses discrimination, directly, and without resort to the Grievance and Arbitration Procedures contained in this Agreement.

ARTICLE 5

AFFIRMATIVE ACTION

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

ARTICLE 6

MANAGEMENT RIGHTS

- 6.1 The Association recognizes the Administration as the body of authority solely vested with the right to manage all aspects of the University. The University shall have the right to take any action it considers necessary and proper to effectuate any management policy expressed or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority. Further, the exercise of any enumerated or reserved management rights by the University shall not be subjects of negotiation during the term of this Agreement, either with respect to the decision or its effects.
- 6.2 Except as limited under this Agreement, the management rights include, but are not limited to, the right to:

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

6.3 Further, and only as limited under this Agreement, the Administration retains all rights, express and reserved, to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the University Administration.

ARTICLE 7

NO STRIKE/NO LOCKOUT

- 7.1 The Administration and the CSU-AAUP subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the University programs and operations.
- 7.2 The CSU-AAUP and its officials agree that so long as this agreement is in effect, they shall not call, engage in or assist in any way any strike, sympathy strike, slowdown, stoppage of work, concerted effort not to meet classes, boycott, or any other concerted act that interferes with the normal operation of the University.
- 7.3 No member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, stoppage of work, concerted effort not to meet classes, boycott, or any other concerted act that interferes with the normal operation of the University.
- 7.4 During the term of this Agreement, there shall be no lockout of members of the bargaining unit by the Administration.
- 7.5 Any violation of the foregoing will be just cause for disciplinary action in accordance with

Article 8 of this Agreement.

- 7.6 The CSU-AAUP shall inform all members of the bargaining unit concerning their obligations under the provisions of this Article, and the necessity of complying with those obligations, and shall further inform members of the bargaining unit that the CSU-AAUP does not sanction or approve of noncompliance with the provisions of this Article.

ARTICLE 8

SANCTION AND DISMISSAL

- 8.1 **SANCTION AND DISMISSAL PROCEDURES.** If the Chief Academic Officer of the University believes that the conduct of a faculty member is sufficient to justify sanction or dismissal, then the Chief Academic Officer may bring charges against a faculty member.
- A The Chief Academic Officer shall initiate the procedure by informing the faculty member and the CSU-AAUP that charges have been brought.
- B Sanction or dismissal of a faculty member may occur for just cause, including, but not limited to:
- (1) incompetence or dishonesty in teaching or scholarship;
 - (2) neglect of duty;
 - (3) personal conduct which substantially impairs the individual's fulfillment of his/her institutional responsibilities, including, but not limited to, drug or alcohol abuse, trafficking in illegal drugs, sexual, ethnic, racial or religious harassment;
 - (4) interfering with the normal operations of the University;
 - (5) fraudulent credentials; or
 - (6) conviction of a crime involving moral turpitude.

In determining an appropriate sanction or dismissal, the Chief Academic Officer of the University shall take into consideration the principle of progressive discipline and the proportionality of the sanction or dismissal to the nature and impact of the offense. However, with respect to instances of misconduct that are of such a serious nature as to require immediate action, the University reserves the right, consistent with the requirements of just cause and the procedures outlined in this Agreement, to implement a suspension or other sanction without first administering a lesser sanction.

- C At any time prior to the final resolution of the matter, the Chief Academic Officer may temporarily relieve an accused faculty member of all academic responsibilities if the Chief Academic Officer deems this action to be necessary in any emergency to prevent immediate harm to the faculty member or others at the University. Before suspending a faculty member, the Chief Academic Officer shall consult with an ad hoc committee comprised of three (3) members of the bargaining unit and three (3) members of the academic administration with tenured faculty status appointed jointly by the President of

the CSU-AAUP and the University's Chief Academic Officer ("ad hoc committee") and upon reaching a decision shall communicate in writing with the ad hoc committee and the CSU-AAUP. The accused faculty member shall suffer no loss of pay or benefits during such a period of temporary suspension.

- 8.2 Prior to dismissal or any sanction involving suspension, the Provost shall notify the faculty member and the CSU-AAUP in writing. Within ten (10) days of the written notification of dismissal or suspension, or such later date as agreed by the parties, the ad hoc committee shall convene a hearing at which the Provost, or designee, shall present the basis for the dismissal or suspension. The faculty member shall be present at the ad hoc committee hearing and shall have an opportunity to respond to the charges which are the basis for the proposed dismissal or suspension. The CSU-AAUP has the right to attend and participate in the ad hoc committee hearing. The ad hoc committee shall issue its recommendation not later than fifteen (15) University working days from the close of the hearing.
- 8.3 If, upon receiving the advice of the ad hoc committee, the Provost or designee decides to implement a dismissal or suspension, he/she shall do so not later than ten (10) University working days from receipt of the recommendation of the ad hoc committee as set forth in paragraph 8.2 above.
- 8.4 Sanctions, other than dismissal and suspensions, under this Article may be appealed to the Chief Academic Officer. Some examples of such sanctions may include, but are not limited to, letters of reprimand and dismissal from graduate faculty status before the expiration of a term. Dismissals and suspensions may be appealed by the CSU-AAUP directly to the President of the University not later than fifteen (15) University working days from the effective date of dismissal or suspension. Grievances of dismissals and suspensions shall be appealed directly to Level IV of the grievance procedure set forth in this Agreement not later than fifteen (15) University working days from the effective date of the dismissal or sanction involving suspension.

ARTICLE 9

GRIEVANCE AND ARBITRATION

9.1 GRIEVANCE PROCEDURE

The parties recognize and endorse the importance of establishing a prompt, fair and efficient mechanism for the orderly resolution of complaints and agree to make every effort to encourage the prompt settlement of such matters. Both parties encourage the resolution of complaints before they become formal grievances. All grievances concerning the application of this Agreement shall be settled in strict accordance with the procedures set forth in this article, except as indicated in Article 13.1 D, and this procedure shall be the sole and exclusive method of disposing of such grievances.

9.2 DEFINITIONS

A Grievance: A grievance is a complaint or allegation by a member of the bargaining unit that there has been a violation of a specific provision(s) of this Agreement. A grievance may be a group grievance if, in the opinion of the Administration and the CSU-AAUP, an individual's grievance alleges a violation which affects a substantial number of employees as it relates to certain provisions of this Agreement. Through the mechanism

of the group grievance, the related grievances of similarly situated employees, whether filed or not, will be consolidated into one proceeding, the outcome of which will be binding on all parties, actual or potential. Once classified as a group grievance, the dispute will be handled pursuant to the existing procedure. A grievance may also be a complaint or allegation by the CSU-AAUP that there has been (1) a violation of the rights of the CSU-AAUP as set forth in this Agreement, or (2) an act or failure to act by the Administration which violates this Agreement. Examples of a chapter Grievance by the CSU-AAUP shall include, but not be limited to, a violation of Article 12.2 K (College Lecturers), Article 12.3 (Visiting Appointments), Article 15.10 (Financial Exigency and Academic Reorganization), Article 29 (Chapter Rights), Article 34.3 (Contract Implementation Committee), and other Articles regarding the Administration's obligation to provide the Chapter with information.

- B Grievant: A Grievant(s) is defined as a member(s) of the bargaining unit alleging in a grievance that he or she has been directly and individually wronged by a violation of the specific provision(s) of this Agreement. The term "grievant," as used in this Article, may refer to the CSU-AAUP only in the event of a group grievance or where alleging a violation of the rights of the CSU-AAUP as set forth in this Agreement, or as set forth in the Article 9.2 A above.
- C Respond and File: The terms "respond" and "file," as used in this article, refer to personal delivery or deposit in the U.S. mail or campus mail. The calendar date of receipt shall establish the date of response for filing. Notifications will be sent to the Grievant at the Grievant's home address as it appears on the grievance notification, or at the Grievant's University address as it appears on the grievance notification as indicated by the Grievant at the time of the filing of the grievance. Copies of all notifications will be sent to the CSU-AAUP. All correspondence shall be sent return receipt requested.
- D Time Limits: Time limits referred to in this article as "University working days" shall be defined to be Monday through Friday, exclusive of Saturdays, Sundays, formal holidays recognized by the University, and periods when the University is officially closed for business.
- E Basic Provisions: All applicable steps of the Grievance Procedure set forth in this Agreement will be pursued to completion before any application for arbitration will be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.
- F Unless extended by mutual consent, in writing, the time limits specified herein will be the maximum time allowed. However, if a grievance is filed through the CSU-AAUP with the Dean or designee at Level II during the period from May 15 through August 31, the time limits for proceeding forward will be automatically extended. The Dean or designee's response to a Level II filing made during this period shall be due on August 31 or ten (10) University working days after the meeting with the Dean or designee, whichever is later. If the Dean or designee's response to a Level II filing made during this time period is received by the CSU-AAUP before August 31, the time limit for proceeding to Level III, or if Level III is bypassed, Level IV, shall be September 15 or ten (10) University working days after receipt of the response, whichever is later.
- G Designee: The term "designee," as used in this Article, shall be an individual authorized to act on behalf of the grievance officer identified in this Article to resolve the dispute.

LEVEL I MEETING -- INFORMAL RESOLUTION

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

LEVEL II MEETING

- 9.4 A faculty member and/or the CSU-AAUP if eligible to grieve pursuant to this article may file a Level II grievance through the CSU-AAUP with the Dean or designee not later than twenty-five (25) University working days after the event giving rise to the alleged violation or no later than twenty-five (25) University working days after the grievant knew or reasonably should have known of the event giving rise to the alleged violation. The Grievant and the CSU-AAUP shall state clearly and concisely on a grievance form provided by the CSU-AAUP:

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

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

LEVEL III -- GRIEVANCE PANEL (OPTIONAL)

- 9.5 In the event a grievance is not settled at Level II, within ten (10) University working days of receipt of the Level II response, the CSU-AAUP, on behalf of the Grievant, may, at its sole option, submit the grievance to the Provost or designee who shall convene a grievance panel to review the grievance. The Grievance Panel shall begin its review within fifteen (15) University working days following receipt of the request by the CSU-AAUP to appeal the Level II response.
- 9.6 The Grievance Panel shall be composed of three (3) bargaining unit members selected by the CSU-AAUP and three (3) individuals who are not members of the bargaining unit but hold tenured faculty rank selected by the University Administration. All panel members shall be full time University employees.
- 9.7 The Grievance Panel shall hold informal and non-adversarial meetings to review the grievance materials. The Grievance Panel may call upon witnesses to present materials but shall not have subpoena authority. Such individuals may or may not appear in front of the panel at their option. At a minimum, the panel shall request testimony from the grievant and the grievance officer, who may appear together at the request of the grievant.
- 9.8 In reaching its recommendation and in preparing its report, the Grievance Panel shall review only materials presented pursuant to and in accordance with this Article; (e.g., grievance procedures must be strictly adhered to).
- 9.9 The meeting, deliberations and voting of the Grievance Panel shall be confidential. Panel members who are absent from any scheduled meetings shall forfeit their votes.
- 9.10 The recommendation of the Grievance Panel shall be by a minimum simple majority of the total Panel membership only. The recommendation shall be given within twenty (20) University working days after the Grievance Panel begins its review.
- 9.11 The panel shall submit the recommendation to all parties. The recommendation shall not include the manner in which Panel members voted, only the recommendation and its rationale. The Provost shall advise the Panel, the Grievant, and the CSU-AAUP of the Administration's decision to accept or reject the recommendation of the Panel within ten (10) University working days of the date of the Panel's recommendation. In cases where the panel reaches impasse, its chair shall notify the parties in writing.
- 9.12 Upon filing this recommendation, the Grievance Panel shall be discharged of its duties.
- 9.13 If there is a question of whether or not a grievance is appropriately filed or meets the grievance definition, the Panel shall have the authority to deny the grievance.
- 9.14 The standard of review for the Panel is whether the Administration violated a specific term(s) of this Agreement.
- 9.15 The parties may agree to bypass the Grievance Panel step. Such agreement shall be mutual and reduced to writing.

LEVEL IV MEETING

- 9.16 In the event the grievance is not resolved at Level II or by the Grievance Panel, the CSU- AAUP, at its sole option, may file the Level IV grievance with the Provost or designee no later than ten (10) University working days after the Level II response or, if the panel is utilized, ten (10) University working days after the conclusion (written answer or decision) of the panel. If a settlement was proposed at Level II, the faculty member must include a written statement indicating specific reason(s) the proposed settlement was unsatisfactory. The Provost or designee shall hold a meeting with the grievant(s) and the CSU-AAUP representative at a mutually agreeable time and location within twenty-one (21) University working days of the filing of the Level IV grievance. The Provost or designee shall respond in writing no later than twenty-one (21) University working days after the Level IV meeting.

LEVEL V -- ARBITRATION

- 9.17 Within ten (10) University working days following receipt of the Level IV written response, the CSU-AAUP may proceed to arbitration by requesting, in writing, a panel of no fewer than fifteen (15) arbitrators from the American Arbitration Association. A copy of the request shall be sent to the Provost or designee at the time of the mailing of the request to the American Arbitration Association.
- 9.18 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply regarding the selection of the arbitrator and during the arbitration hearing, except when the specific language of this Agreement is in conflict, in which case the specific language of this Agreement shall apply.
- 9.19 The arbitrator's award and/or decision shall be in writing and shall set forth findings, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall render a timely decision.
- 9.20 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
- A No matter other than a grievance alleging a violation of a specific provision as written and expressed in this Agreement can be reviewed by the arbitrator. If the grievance does not meet the aforementioned standard and involves a matter outside the expressed terms of this Agreement and is not specifically covered by a written provision of this Agreement, and the matter is submitted to the arbitrator, the arbitrator shall refrain from reviewing the merits of the grievance. In such cases, the arbitrator shall deny the grievance on the basis of the Administration's last answer in the grievance procedure as set forth in this Agreement.
 - B The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed in writing to give the arbitrator specific authority to do so, or to make an award which has that effect. The award of the arbitrator so made shall be final and binding on the parties.
 - C Pending the raising, processing and settlement of the grievance and the award of the arbitrator and during the term of this Agreement, the parties agree to abide by all of the provisions of Article 7 (No Strike/No Lockout) of this Agreement.

- D An arbitrator may not award tenure or promotion, except as set forth in Article 12 (Faculty Appointment, Promotion and Tenure) at paragraph 12.12 F.
 - E An arbitrator may not amend the bargaining unit.
 - F The arbitrator shall not consider any issue not raised by the parties at Level II or during the hearing conducted by the Grievance Panel, or at Level IV consistent with Article 9.28 of this Article.
 - G Under no circumstances may an arbitrator substitute personal judgment for financial or academic determinations reserved to the University. In such cases, these decisions shall be returned to the parties for final review and determination. An arbitrator's award may or may not be retroactive as the equities of each case demand but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred.
 - H The standard of review for the arbitrator is whether the Administration violated a specific term(s) of this Agreement.
- 9.21 Copies of the arbitrator's award shall be provided to the Administration, the CSU-AAUP and the grievant.
 - 9.22 Each party shall bear the expense of preparing and presenting its own case. The cost for the services of the arbitrator shall be borne equally by the parties.
 - 9.23 Upon mutual agreement by the Administration and the CSU-AAUP, the arbitration may proceed under the expedited rules of the American Arbitration Association.

GENERAL PROVISIONS

- 9.24 In cases where it is necessary for the grievant or a representative to have access to information for the purpose of investigating a grievance, the grievant or a representative shall make a written request for such information to the Administration. Absent such request, the Administration shall have no obligation to provide data. Such request must be made to the Provost. The grievant or a representative may have access to information, exclusive of information lawfully defined as confidential, which would assist in adjusting the grievance. The Administration shall provide such information to the requesting party within a reasonable amount of time after the written request to the Provost. Failure to provide information properly requested under this provision in a timely manner will be reasonable grounds to request an extension of the time limits specified in this procedure and such request shall not be unreasonably denied.
- 9.25 Decisions of arbitrators and settlements reached by the Administration and the CSU-AAUP in any step of the grievance procedure shall be final and binding on the CSU-AAUP, the Administration and the grievant. However, a grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting in any context unless mutual agreement of the parties is received.
- 9.26 A grievant may withdraw a grievance at any time. The same grievance may be refiled at the same level only in cases where the grievant acts within the time limits specified in this Article; otherwise, the grievant shall not file any subsequent grievance on the same alleged incident. The

time limits set forth in this procedure may be extended by mutual agreement, but in all such cases, the agreement must be in writing.

- 9.27 A grievant may present a grievance(s) and have such grievance(s) adjudicated without the intervention of the CSU-AAUP, as long as adjudication is reached prior to Level II and provided such adjudication is not inconsistent with the terms of the written Agreement.
- 9.28 Under no circumstances may any amendments and/or modifications to the grievance be made after the Level IV filing date and then only to amend or modify the specific pending grievance based upon information revealed during the processing of that grievance and directly related to that grievance.
- 9.29 Pending final disposition of the grievance, the grievant shall comply with the lawful directions of the Administration.

ARTICLE 10

ACADEMIC FREEDOM

- 10.1 Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- 10.2 Faculty are entitled to freedom in the 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.
- 10.3 College and university faculty are citizens, members of a learned profession, and officers of an educational institution. When as a citizen, faculty speak or write or otherwise communicate in any medium including electronic media, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

ARTICLE 11

ACADEMIC RIGHTS AND RESPONSIBILITIES

- 11.1 Both parties endorse the AAUP 1940 Statement of Principles on Academic Freedom and Tenure. However, when there is a conflict between the contract and the AAUP 1940 Statement of Principles on Academic Freedom and Tenure, the contract language shall prevail.
- 11.2 PROFESSIONAL ETHICS. Membership in the academic community imposes on faculty, administrators, trustees and students an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus.

- A The primary responsibility of the faculty is to their subject and to seeking and stating the truth. To this end, faculty shall devote their energies to developing and improving their scholarly competence. They shall accept the obligations to exercise critical self-discipline and judgment in using, extending and transmitting knowledge. They shall practice intellectual honesty and never allow subsidiary interests they may follow to hamper or compromise their freedom of inquiry.
- B As teachers, faculty shall encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Faculty shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Faculty shall make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They shall respect the confidential nature of the relationship between teacher and student. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from them and protect their academic freedom. They shall endeavor to protect the student's freedom to learn, especially when that freedom is threatened by repressive or disruptive action.
- C Sexual and/or romantic relations between students and faculty members with whom they also have an academic or evaluative relationship are fraught with the potential for exploitation and are strongly discouraged. The respect and trust accorded a professor by the student, as well as the power exercised by the professor in an academic and/or evaluative role, make voluntary consent by the student suspect. In their relationships with students, members of the faculty are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias. If a romantic and/or sexual relationship exists or develops between faculty and student where an academic and/or evaluative relationship also exists or develops, the faculty member shall, as soon as possible, report it to the department chair or director. For the protection of individual and university interests, this supervisor shall take effective steps to ensure unbiased evaluation and/or supervision of the student.
- D As colleagues, faculty have obligations that derive from common membership in the community of scholars. Faculty shall not discriminate against nor harass colleagues. They shall respect and defend the free inquiry of associates and show respect for their opinions. Faculty shall accept their share of responsibility for governance of their institution and service to the community.
- E As members of an academic institution, faculty shall seek above all to be effective teachers, scholars or creative or performing artists, and perform their responsibilities according to established procedures and regulations of the institution.

11.3 **CLASSROOM AND RELATED RESPONSIBILITIES.** A full-time faculty member is expected to perform teaching and appropriate academic programmatic advising duties in accord with established requirements of the University and of the particular college to which the faculty member is assigned, including, if applicable, supervision of thesis and/or dissertation students; pursue professional development through research, scholarly publications, interest in professional groups and societies; counsel students; assist at registration and commencement exercises; maintain regular office hours; serve on University, college and department committees; and perform other institutional tasks characteristic of the academic profession.

11.4 CREDIT BANKING PROGRAM. The University will continue to maintain a Credit Banking Program to allow release time in exchange for the supervision of thesis/dissertation students including the undergraduate Honors Program thesis. Set forth below are the credits to be banked for supervising thesis/dissertation students, subject to the following conditions. After the accumulation of at least twelve (12) points, faculty shall receive a course release. Four (4) points shall be equivalent to one (1) credit. A release course must be at least three (3) credits. The points can be accumulated in any combination of roles for either theses or dissertations. The accumulated release time must be used within a two (2) year period from the time a total of sixteen (16) points are banked. The release time earned pursuant to the banking system shall be taken upon the mutual agreement of the faculty member and the faculty member's home department chairperson. Release time shall be granted only during the academic year, and shall be limited to one (1) course per term.

Department Chairs, in consultation with the individual faculty members, will be responsible for keeping accurate records of the number of credits accumulated by their faculty and reporting the number of banking points to each faculty member on an annual basis. Faculty members who wish to apply banked points to reduce their instructional workload for the following year shall notify their department chairperson by December 1. The application of such banked points shall be considered compensatory time and shall have no bearing on the voluntary acceptance of other duties such as overload course assignments.

Undergraduate Honors Program Thesis Supervision: A maximum one (1) credit banking point shall be available to the faculty member who supervises an undergraduate Honors Program Thesis. In the semester in which the thesis is successfully completed, the supervisor shall receive one (1) credit banking point.

Master's Thesis Supervision: A maximum total of six (6) credit banking points shall be available to Master's Thesis Committee members to be distributed among not more than five (5) faculty members under the following distribution rules: Each member of the Thesis Committee shall receive one (1) point, except the Chairperson of the Committee, who shall receive two points. In the semester following the written approval of a thesis topic by the Thesis Committee, the supervisor of the master's thesis student shall receive one (1) point. In the semester in which the master's thesis is successfully completed, all members of the Master's Thesis Committee shall receive one (1) credit banking point. At the Committee Chairperson's discretion, and so long as the total of six credit banking points is not exceeded, one (1) additional member of the Committee (excluding the Chairperson) may receive one (1) additional point for serving as a Methodologist. The Chairperson of the Committee shall be responsible for identifying the Methodologist.

Dissertation Supervision: A maximum total of nine (9) credit banking points shall be available to Doctoral Dissertation Committee members to be distributed among not more than five (5) faculty members under the following distribution rules: Each member of the Committee shall receive one (1) credit banking point except the Chairperson, who shall receive a total of four (4) points. In the semester following the written approval of a Candidacy Examination (or equivalent approval) and each subsequent semester, including summer, the supervisor of the doctoral dissertation student shall receive one (1) point, up to a maximum of three (3) points. In the semester in which the doctoral dissertation is successfully completed, every member of the Dissertation Committee shall receive one (1) point except the Chairperson, who shall receive the appropriate number of points to bring his or her total to four (4) points. At the Committee Chairperson's discretion, one (1) additional member of the Committee (excluding the Chairperson) may receive one (1) additional point for serving as a Methodologist.

Summer Term Responsibilities: In order to accumulate credit, faculty who do not teach for pay in a summer term or who are on Professional or other leave shall continue to advise thesis/dissertation students or fulfill their responsibilities to the Committee/student(s).

11.5 COMPUTER PRIVACY The University and the CSU- AAUP recognize the University's right and obligation to provide the CSU community with high quality computer and network resources, to protect the security and integrity of the computer facilities owned and operated by the University, and at the same time to treat faculty electronic mail ("email") and faculty computer files as private to the fullest extent permitted by law. The University and the CSU- AAUP agree that the rights of academic freedom and freedom of expression apply to the use of the University's computer and network resources, as do the responsibilities associated with those rights.

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

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

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

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

- (1) when ordered to do so by a court;
- (2) when ordered to do so pursuant to a subpoena or other legally enforceable order;
- (3) when the email or computer file is a "public record" as defined in ORC 149.43 and a proper request is made;
- (4) when required to comply with the law;
- (5) when in the normal operation and maintenance of the University's computer facilities, staff of the Information Services and Technology department (or their staff analogues

in other units of the University) inadvertently or inevitably open or otherwise briefly access an electronic mail message or computer file;

- (6) when emergency entry is necessary to preserve the integrity of the University's computer and network facilities or to preserve public health and safety;
- (7) when the University has reasonable cause to believe that a "litigation hold" is necessary based upon knowledge by University Legal Counsel of the presentment of a claim or of a potential cause of action impacting the University. In such an instance, University Legal Counsel will so advise the affected faculty member. Following receipt of such notice, it is the faculty member's legal responsibility to maintain copies of all email, computer files and other relevant electronically stored information until such time as the litigation hold is released, the litigation is completed or the retention time requirements under the university's records retention policy are met, whichever comes last; or
- (8) when the University has reasonable cause to believe that a faculty member may be violating the law.

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

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

- (6) Advance written notice shall be sent to the AAUP President, AAUP Grievance Officer and AAUP Office of a request by University Legal Counsel to access the hard drive, said request to be received at least two working days prior to the proposed access.

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

ARTICLE 12

FACULTY APPOINTMENT, PROMOTION AND TENURE

12.1 APPOINTMENT

Appointments to the University full-time faculty are of six kinds: college lecturer, probationary, tenured, research, clinical, and visiting. All appointments to the full-time faculty shall be made in compliance with the procedures set forth in this article unless the parties expressly agree otherwise. The nature of the initial appointment of the faculty member, and any special conditions thereof, shall be specified at the time the appointment is made. Final approval for all decisions on appointment rests with the Board of Trustees.

12.2 COLLEGE LECTURER TEACHING APPOINTMENTS

- A. College Lecturer teaching appointments are full-time appointments made by the Dean, with the approval of the Provost. Subject to provisions below, these appointments may be renewed indefinitely by the Dean, with the approval of the Provost. Neither the initial appointment, nor any renewals thereof, however, leads to or grants tenure.
- B. A tenure-track faculty member who was not granted tenure after a probationary period shall not be eligible for a Lecturer teaching appointment.
- C. A Lecturer is one whose academic interests are oriented towards teaching and service rather than research, scholarship, or creative activity. The ranks of Lecturer faculty shall be College Lecturer (without terminal degree), College Associate Lecturer (with terminal degree), or College Senior Lecturer. For purposes of this article, the term "Lecturer" (without a modifier) is used collectively to refer to all three categories.
- D. All categories of College Lecturers will become members of the CSU-AAUP faculty collective bargaining unit if they are reappointed after the initial six (6) year reappointment process referenced below. At this point they will become full voting members of their respective departments and colleges or independent schools. They shall be eligible to participate in all aspects of faculty governance except that they shall not serve on PRCs.

Except as provided below, appointments and renewals of appointment to Lecturer positions are made annually at the sole and exclusive discretion of the Administration, based on its assessment of programmatic and staffing needs, of fiscal and budgetary constraints affecting staffing and/or, if applicable, of satisfaction with fulfillment of

duties and responsibilities of employment for the preceding term(s) of employment.

- E. Prior to making an initial Lecturer teaching appointment, the faculty of the relevant Department/School shall elect a search committee, as in Article 12.7 to consider candidates for Lecturer teaching appointments. The search committee shall make recommendations with respect to each candidate to the appropriate Department Chair or School Director, or Dean in colleges without Department Chairs or Directors. The search committee's recommendations shall accompany any subsequent recommendations made by the Chair/School Director and other Administration representatives as part of the appointment process.
- F. After consecutive reappointments for an initial four years, the Lecturer will undergo a preliminary review by the departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and the College PRC. After consecutive reappointments for an initial six years, reappointments to a Lecturer teaching position require an extensive teaching and professional service portfolio review which will take place during the sixth year. The standard that must be met is fully competent teaching and full engagement in the life of the Department. The departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and the College PRC Committee will review the portfolio and advise the Dean on the reappointment. The Dean will forward his/her recommendation to the Provost who makes the decision on whether to reappoint the Lecturer member to the seventh year. If the Provost approves, the Dean may subsequently reappoint the Lecturer to two (2) consecutive three (3) year appointments for the next six (6) consecutive academic years and after that period the Lecturer may be reappointed for subsequent periods of six (6) consecutive academic years. The subsequent reappointment reviews after the extensive review at the end of the initial six (6) year period will be less comprehensive. All reappointments shall only be approved by the Provost if there is (a) continued satisfaction with demonstrated performance (i.e., portfolio review as described above), (b) continued programmatic and staffing needs within the academic unit, and (c) continued budgetary resources supporting the position.
- G. After the extensive portfolio review or subsequent reviews, the departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and/or the College PRC Committee may recommend that a Lecturer with a terminal degree be promoted from College Associate Lecturer to College Senior Lecturer based on a long-term and outstanding record of distinguished teaching and professional service at Cleveland State University. The Dean will forward his/her recommendation to the Provost who shall make the promotion decision. Lecturers who are not promoted, however, may still be reappointed at their current rank subject to the provisions on reappointments in Articles 12.2 D and F. Lecturers may apply for promotion only twice during each six-year cycle.

Standards for promotion:

(1) Teaching. The standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student concerns, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.

(2) Professional Service. A University faculty member is a "citizen, a member of

a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the governance of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

(3) An individual seeking promotion to College Senior Lecturer shall submit a dossier for evaluation by the appropriate PRC containing a section on teaching with a statement of teaching philosophy, student and peer evaluations of classroom performance as well as syllabi, other course materials, and evidence of student achievement and a section on service detailing the contributions made by the individual to the department or school, College, University, discipline, and community. Research, scholarship, and creative activity may also be included in the dossier but are not mandatory for promotion to Senior Lecturer.

According to procedures established in Article 9 of the Agreement, the denial of reappointment and/or promotion, after the individual has completed the initial six (6) year period and been reappointed, may be submitted directly to grievance and arbitration on the basis that such denial was demonstrably arbitrary, discriminatory, and capricious or in violation of the procedures established in this Agreement. An arbitrator may not award reappointment and/or promotion, but may remand the case back for reconsideration according to established procedures upon finding that the denial was in fact demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established by this agreement.

- H. Salaries of all categories of Lecturers who become members of the collective bargaining unit will be regulated under Article 16.

Initial salary levels and subsequent salary increases for all categories of Lecturers, before they become members of the collective unit, are recommended by the Dean to the Provost and are based upon the University's budgetary resources, market considerations, years of service, and levels of meritorious service. Initial salary levels and subsequent salary increases require the Provost's approval.

- I. Lecturers shall enjoy the academic freedom protections described in Section 8.1.3 of the Personnel Policies and Bylaws.
- J. Lecturers shall be assigned teaching duties at the undergraduate level of instruction, including courses cross-listed at the undergraduate and graduate levels, in the various academic disciplines, and shall be assigned up to 16 credit hours of instruction (but no more than four (4) courses) per term. The faculty of the relevant Department/School will be consulted regarding assignments to teach upper-level undergraduate and cross-listed graduate courses. Service may be expected of Lecturers by the Department and/or Colleges without release time from teaching duties, but if Dean requires an extraordinary level of service the Lecturer may be given release time.
- K. Lecturer appointments shall be limited to no more than twenty percent (20%) of the total number of tenured and tenure track faculty in the bargaining unit.

- L. All current Term faculty may be given a maximum of three years credit for prior service at the University as a Lecturer, at the option of the faculty member. The faculty member must notify Administration in writing on or before March 15, 2011, if he or she wishes to receive that prior service credit.
- M. Lecturers shall be eligible to apply for tenure track positions.
- N. By November 1 of each year the Provost shall provide the CSU-AAUP with a list of the Lecturers and visiting appointees in the University for that academic year.
- O. The following sections of Article 13 shall not apply to Lecturers: 13.1A, D and F-K.

12.3 VISITING APPOINTMENTS

Visiting appointments may be made for one (1) year, renewable for one (1) additional year for a total of two (2) years, whether consecutive or not. Neither the initial appointment, nor any renewal thereof, leads to or grants tenure or promotion. Regarding appointment, visiting appointments shall be subject to procedures that apply to College Lecturer appointments. The rank of visiting appointments shall be recommended by the search advisory committee of the academic department or college and approved by the Dean.

12.4 RESEARCH AND CLINICAL FACULTY APPOINTMENTS

Individuals appointed to Research Faculty positions shall be entitled to the terms and conditions of employment under this collective bargaining agreement as articulated in Article 12.4 A only. Individuals appointed to Clinical Faculty positions shall be members of the faculty collective bargaining unit and shall be entitled to the terms and conditions of employment articulated in the collective bargaining agreement except as expressly limited in Article 12.4.

- A. Research Faculty: This category of faculty may be appointed to any department/school or college based on external funding. The function of Research Faculty members is to dedicate their full professional commitment to research (and associated educational activities) in their department and college, under the terms of the grant or contract which provides their support. The salary, fringe benefits and indirect costs for these positions shall be paid from a grant, contract, or other soft money source. Research Faculty ranks are: Research Assistant Professor, Research Associate Professor, and Research Professor.
 1. The search process and the initial appointment/selection shall be at the administration's sole discretion and design. The bargaining unit members of the department/school or college without departments shall approve the initial appointment rank only. The Dean will forward his/her recommendation regarding the appointment to the Provost who makes the decision.
 2. The Research Faculty member shall be eligible for rank and promotion on the basis of the following criteria.
[A joint ad hoc committee shall develop the criteria for rank and procedures for promotion during Spring 2012 for approval by the CSU-AAUP Executive Committee and the Provost.]
 3. The Research Faculty member's employment contract shall govern his/her terms and conditions of employment including length of employment and termination of

employment, regardless of bargaining unit membership. The employment contract shall also determine the available insurance/health and other benefits (Article 17), leaves of absence (Article 18), participation in the student fee authorization program (Article 20), and legal protection (Article 28).

4. At the time of initial appointment, the following provisions of the collective bargaining agreement apply to a Research Faculty member even though the Research Faculty member is not a member of the bargaining unit: academic freedom (Article 10 and Article 11.1), patents and copyrights (Article 22), professional ethics (Article 11.2), laboratory space (Articles 23.3, 23.4 and 23.5) and personnel files (Article 26).
 5. The initial salary placement, subsequent increases/decreases in salary, compensation formulae and incentives, if any, shall be at the administration's sole discretion, regardless of bargaining unit membership. The Dean will forward his/her recommendation regarding compensation to the Provost who makes the decision.
 6. A Research Faculty member is not a member of the CSU-AAUP faculty collective bargaining unit unless and until he/she completes six consecutive and complete academic years of employment as a Research Faculty member.
 7. The following provisions of the collective bargaining agreement do not apply to Research Faculty members, even those who are members of the faculty collective bargaining unit: salary (Article 16), length of contract, teaching/workload provisions, professional development funds, FAARs, summer teaching, and professional leaves of absence.
 8. After a Research Faculty member becomes a member of the CSU-AAUP faculty collective bargaining unit, all provisions of the collective bargaining agreement shall apply to him/her except those specifically excluded in Articles 12.4 A 3 and 12.4 A 7 above.
 9. Neither the initial appointment nor any renewal thereof leads to the award of tenure.
- B. Clinical Faculty. A Clinical Faculty member is one who holds at least a master's degree in a professional discipline and who is an expert practitioner of that discipline. For the duration of this contract, this category of faculty shall be limited to the following departments/schools: Nursing, Health Sciences, Social Work, HPERD, and CASAL. Exceptions may be considered on a case-by-case basis by the Contract Implementation Committee.
1. Clinical faculty shall be assigned up to 16 credit hours per term of introductory/clinical instruction, or practical supervision of students, or a combination of these functions. The Dean has sole discretion to reduce the instructional workload of Clinical faculty by up to 5 credit hours per semester in light of a Clinical faculty member's non-classroom contributions such as program coordination, amount of Clinical supervision, time spent in Clinical supervision, committee work, and professional service.
 2. The Clinical Faculty member shall be eligible for appointment as stipulated in Article 12.6, 12.7, and 12.8 (excluding provisions regarding full professorships).
 3. The highest rank available to a Clinical Faculty member is Clinical Associate Professor.
 4. The Clinical Faculty member shall be eligible for appointment and/or promotion and

tenure on the basis of the following criteria.

- A. Appointment to the rank of Clinical Assistant Professor shall be based on evidence indicating promise of excellence in teaching and clinical supervision.
- B. Appointment or promotion to the rank of Clinical Associate Professor will be based on evidence of exceptional achievement as a teacher and clinical instructor.
- C. Standards for promotion:
 - (1) Teaching/Clinical Supervision. The standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student interest, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.
 - (2) Professional Service. A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher and clinical supervisor, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the governance of the University, the standards of the faculty member's discipline, and the welfare of the civic community.
 - (3) The following maxima shall apply during the term of the contract: twenty (20) Clinical Faculty positions divided among the following departments/schools: Nursing, Health Sciences, Social Work, HPERD, and CASAL.

12.5 TENURE TRACK PROBATIONARY APPOINTMENTS

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

12.6 TENURED APPOINTMENTS

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

12.7 PROCEDURES FOR APPOINTMENT TO THE BARGAINING UNIT FACULTY

A A Search Committee shall be formed as follows:

Bargaining unit faculty in the Department shall determine the number of those who will serve on the Search Committee, define its mode of operation, and elect its members. The members shall select the Chair of the Search Committee. Membership on the Search Committee shall be open, but not restricted, to all faculty in the bargaining unit. The

Search Committee, with the cooperation of the Chairperson, will compose the job description pertinent to filling the position, and have it reviewed by the Office of Affirmative Action. All dossiers received subsequent to the public announcement of the position and before any announced closing date shall be reviewed by both the Search Committee and the Chairperson, and the Search Committee shall recommend candidates to the Department. The Department and the Chairperson shall reach agreement on which candidates to interview.

After interviews are completed, the departmental Chairperson will convene a faculty meeting at which time the departmental members of the bargaining unit shall discuss the qualifications of each candidate and then vote on the acceptability of each candidate. The recommendations (acceptable or unacceptable) and the individual votes on each of the candidates and their probationary/tenure status shall be forwarded to the Chairperson.

The Chairperson shall send his/her recommendation, including salary range, rank, and tenure status, along with the recommendation of the Department faculty, to the Dean.

- B The Dean shall forward his or her recommendation to the Provost, along with the recommendations of the Department faculty and the Chairperson.
- C The Provost shall forward his/her recommendation to the President along with the recommendations of the Department faculty, the Chairperson and the Dean.
- D The President shall recommend to the Board of Trustees the candidate selected for appointment.
- E Joint appointments to two or more Departments, Colleges, or academic units shall be made in accordance with the procedures for appointment to each such Department, College, or academic unit.
- F All procedures for appointment are subject to affirmative action guidelines.
- G Individuals who are recruited to Cleveland State University for appointment as administrators, who also desire a tenured appointment in an academic department, shall submit credentials to the academic department concerned. The department may request an interview with the individual. The bargaining unit members of the department shall vote by secret ballot as to whether the individual is acceptable for appointment to the department. The appropriate departmental PRC, or in those Colleges in which departmental PRCs do not exist, the bargaining unit members of the department, shall make a recommendation as to the individual's qualifications for tenured academic rank as set forth in Article 12.8 below. The recommendations shall then be forwarded to the chairperson of the department who will submit them along with his/her recommendation to the Dean.

12.8 CONDITIONS OF APPOINTMENT

Except for visiting, college lecturer, and research faculty appointments defined above, a full-time appointment to the faculty shall be either with tenure or subject to a probationary period as set forth below. Contracts accompanying appointments shall stipulate the following conditions: rank, tenure status, salary, and, if the appointment is without tenure, the length of the probationary period specifying the latest date by which a tenure decision shall be made. Absence

of a statement with respect to tenure status shall not be construed as the granting of tenure. Subject to the limitations hereinafter set forth, a contract may specify that successive contracts shall be offered to the faculty member.

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

12.9 QUALIFICATIONS FOR ACADEMIC RANK

- A Faculty ranks are Instructor, Assistant Professor, Associate Professor and Professor.
- B Possession of an earned doctorate in the discipline or a cognate field of study is required for all appointments above the rank of instructor. However, when the doctorate is not the required standard of attainment in a discipline or field of study, the Faculty Affairs Committee, upon petition from the appropriate Chairperson and Dean, may determine that a field is atypical. In rare cases, when there is a shortage of appropriate candidates in a given field, evidence may be submitted by the Dean of the College to the Faculty Affairs Committee requesting a temporary exception for the discipline or field of study. If the Faculty Affairs Committee is convinced of the need, a field may be exempted for a period not to exceed three years. At the end of the specified period, the Dean may

request a renewal of the exception for a further limited period.

An exception to the requirement of the earned doctorate may be made in cases of outstanding intellectual leadership in the field, or in cases where there is extensive publication in refereed journals or of scholarly books which are deemed to be equivalent to an earned doctorate.

With respect to all such appointments made in the absence of an earned doctorate, at the time of initial appointment a statement establishing specific criteria to be applied in promotion and tenure decisions shall be agreed to in writing by the appointee, by the Departmental Peer Review Committee, the Department Chairperson, and the Dean.

C Minimum standards for appointment at each faculty rank, in addition to the criterion of an earned doctorate specified above.

- (1) Instructor. An instructor is appointed principally upon evidence that the candidate holds a Master's Degree or its equivalent, is well advanced upon doctoral or comparable study, if such is required in the discipline, exhibits good promise as a teacher and original scholar, and possesses the qualities for professional development.
- (2) Assistant Professor. Appointment or promotion to the rank of assistant professor shall be based on evidence indicating promise of teaching performance of a high order of effectiveness and professional growth and achievement, including the ability to conduct valuable research.
- (3) Associate Professor. Appointment or promotion to the rank of associate professor is based on evidence that the candidate is a fully competent teacher. In addition, the candidate shall demonstrate either:
 - a. significant scholarship or creative work in addition to his or her dissertation, although such scholarly work may be an extension or reworking of dissertation material, provided it demonstrates independent work; or
 - b. outstanding intellectual leadership beyond the University community; or
 - c. exceptional achievement as a teacher.

The evaluation shall be made in accordance with the standards set forth in Article 12.13 of this Agreement.

- (4) Professor. Appointment or promotion to the rank of professor is based on evidence of sustained excellence in teaching. In addition, the candidate shall either:
 - a. have an outstanding record as a scholar or creative artist, or
 - b. shall demonstrate sustained outstanding intellectual leadership in his or her field. Evidence of reputation in the discipline or a related discipline beyond the local community is required.

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

The evaluation shall be made in accordance with the standards set forth in Article 12.13 of this Agreement.

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

12.10 TENURE

A Time Limits

- (1) Evaluation for tenure of faculty members whose original appointment was as Instructor or Assistant Professor must take place no later than the sixth year of the probationary period. If the Board grants tenure, it shall become effective with the beginning of the next academic year. If tenure is not granted by the end of the probationary period, the appointment for the next academic year will be a terminal appointment. Faculty members on such a terminal appointment may not be candidates for promotion/tenure unless a review is mandated as part of the resolution of a grievance.
- (2) Unless granted at the time of the original appointment in the rank of associate professor or professor, tenure may be granted during a probationary period which shall not exceed three years or, for a person without previous full-time college teaching experience, four years. Faculty members whose original appointment was as instructor or as assistant professor shall have a probationary period not exceeding six years.
- (3) In computing years of service in fulfillment of this six-year maximum

probationary period, credit shall be given for a maximum of two (2) years of prior service if the service includes all of the following characteristics: (1) full-time; (2) tenure-track; (3) in a position requiring research; and (4) service performed post-terminal degree. The absence of any one of these characteristics would not qualify the prior service for credit. Except for tenure-track Instructors hired at Cleveland State University, the above parameters also apply to all faculty, including college lecturer and visiting positions (but excluding professional staff positions) with prior service at CSU.

For faculty hired as pre-terminal degree tenure-track Instructors at CSU, all years count toward the probationary period except that the faculty member may choose not to count up to two (2) years of such service. At the time of moving to the Assistant Professor rank, the faculty member wishing not to count such service must so inform the Dean and Department Chair/School Director in writing.

- (4) A faculty member whose original appointment was as Instructor or Assistant Professor may submit a request to the Department Chair or Dean for an extension of the probationary period due to exigent circumstances that substantially impede progress toward tenure (e.g., serious medical condition of self, family member, registered same-sex domestic partner, or parent; childcare; or eldercare). Following receipt of the Department Chair or Dean's recommendation, the Provost, in his/her sole discretion, may make whatever adjustment to the probationary period, if any, he/she deems appropriate. The Provost's decision shall not be subject to the grievance procedure contained in this Agreement. The faculty member may be requested to provide medical or other documentation substantiating the underlying circumstances, necessity and/or the duration of the probationary period extension.

If tenure is not granted at the end of the probationary period, notice of termination shall be given, according to the procedures below.

B Tenure and Rank

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

12.11 PROCEDURES FOR FOURTH AND FIFTH YEAR REVIEW

Assistant professors in their fourth and their fifth years of full-time service shall submit a dossier setting forth their qualifications for promotion and tenure. Faculty credited with three years of prior service shall be exempt from submitting a dossier in their first year, but a fifth-year review of such faculty shall occur in the second year of service to CSU. Dossiers shall be submitted on or before October 7 of the fourth and fifth years to the Departmental PRC, in Colleges which have opted for Departmental peer review, or to the College PRC in Colleges which do not use Departmental PRCs. Failure to submit a dossier may result in the issuance of a terminal contract.

The following timetable shall be followed for the subsequent steps of the review in Colleges which have opted for Departmental peer review: Departmental PRC to Chair/School Director by October 31; Chair/School Director to Dean for transmittal to College-wide PRC by November 14;

College-wide PRC to Dean by December 15; Dean completes review by January 15. In Colleges which do not use Departmental PRCs, the corresponding timetable shall be: College PRC to Chair/School Director by November 14; Chair/School Director to Dean by December 15; Dean completes review by January 15.

Following review of the dossier (and other materials deemed relevant to the evaluation) by the appropriate Peer Review Committee (Department and/or College) and the Chair and the Dean, the faculty member shall be advised (1) that she or he is making substantial progress toward promotion and tenure, or (2) that she or he has a reasonable chance for promotion with additional effort, or (3) that she or he is unlikely to be promoted and that a nonreappointment recommendation may ensue. At each stage of the review, copies shall be provided to all concerned similar to the practices mandated in Article 12.12C(3) of this agreement. Subsequent to the review, the PRC(s), Chair/School Director, or the Dean may initiate the process for a recommendation for nonreappointment pursuant to Article 12.14. Such initiation shall occur by February 15. Unless an assistant professor is recommended for promotion and tenure or is sent a notice of nonreappointment, the advice to the faculty member is to be deemed a current status report which is subject to revision in subsequent reviews.

12.12 PROCEDURES FOR PROMOTION AND TENURE

A Submission of the Dossier

Faculty wishing to be considered for promotion and/or tenure shall notify the Chair of the appropriate Peer Review Committee (Departmental or college) and submit a preliminary dossier suitable for external review by the first Monday in April of the previous academic year and a completed final dossier by the following September 8.

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

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

B Composition of Peer Review Committees

All colleges shall have College-wide Peer Review Committees for the purpose of peer review of a candidate's credentials.

- (1) A College-wide Peer Review Committee shall be elected by full-time members of the bargaining unit within the College with membership restricted to tenured members of the bargaining unit, a majority of whom must hold the rank of Professor. The Committee shall select its own Chair. The committee shall normally be composed of seven faculty members, but no fewer than five.
- (2) In addition, colleges may opt to have Departmental Peer Review Committees. Departmental Peer Review Committees shall be elected by full-time members of the bargaining unit in each Department with membership restricted to tenured members of the bargaining unit. The Committee shall select its own Chair.

C Functions of Peer Review Committees (PRC), Chairs and Deans

- (1) The PRC shall consider all dossiers submitted by candidates for promotion

and/or tenure, and shall be responsible for securing external reviews of the candidate's scholarship in a timely manner. The PRC may also consider additional materials it deems relevant to the evaluation. All materials considered at each stage of the promotion and tenure process shall be forwarded for consideration to the next stage in the process.

- (2) In Colleges which do not use Department PRCs, the College-wide PRC shall meet by September 9 to review all dossiers for promotion and/or tenure. Separate recommendations on each candidate, with supporting reasons, shall be submitted to the respective Chairs no later than October 1. A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire Committee membership. Committee members who have recused themselves from a particular candidate's evaluation shall not participate in the discussions of that candidate's qualifications nor shall they be counted as committee members in any voting regarding that candidate. Should a candidate receive less than a majority recommendation the Committee shall be considered not to have made an affirmative recommendation. A minority statement may also be submitted together with an indication of the number of committee members supporting the statement. A copy of both the majority and the minority statement shall also be supplied to the candidate.

Following review of the dossiers and all supporting materials, the respective Chairs will make their recommendations to the Dean by October 15. The Chairs shall also forward the recommendations of the PRC to the Dean at this time. Each candidate and the PRC shall receive a copy of his/her recommendation.

- (3) In Colleges which have opted for Departmental peer review, Department PRCs shall meet by September 9 to review all dossiers for promotion and/or tenure. Separate recommendations, with supporting reasons, on each candidate shall be submitted to the Chair no later than September 21. A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire Committee membership. Committee members who have recused themselves from a particular candidate's evaluation shall not participate in the discussions of that candidate's qualifications nor shall they be counted as committee members in any voting regarding that candidate. Should a candidate receive less than a majority recommendation the Committee shall be considered not to have made an affirmative recommendation. A minority statement may also be submitted together with an indication of the number of committee members supporting the statement. A copy of the majority statement and the minority statement (if any) shall also be supplied to the candidate at the time the statement(s) are supplied to the department chair.

Following review of the dossiers and all supporting materials, the Chair shall submit his/her recommendations, along with recommendations of the Departmental PRC to the Dean no later than September 30. These materials shall be made available to the College-wide PRC by October 1. A copy of the Chair's recommendation shall be supplied to the candidate and the Departmental PRC by September 30.

The College-wide committee shall review the recommendations of the Departmental PRCs and Chairs to ensure that standards in the respective

disciplines have been met in a way that comports with the maintenance of College-wide standards. The Committee shall make separate decisions on each candidate, with supporting reasons for its decision. The recommendations of the College-wide PRC shall be forwarded to the Dean by November 1. A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire Committee membership. Should a candidate receive less than a majority recommendation the Committee shall be considered not to have made an affirmative recommendation. A minority statement may also be submitted together with an indication of the number of committee members supporting the statement. A copy of both the majority and the minority statement shall be supplied to the candidate, to the Departmental PRC, and the Chair.

- (4) The Dean will submit to the Provost his/her recommendation on each candidate no later than November 25. The recommendation shall be accompanied by the candidate's dossier and the recommendations of the PRCs and the Chair. Copies of the Dean's recommendation shall be sent to the PRCs, the Chair and the candidate. At this point, candidates may make a written request to the Provost for copies of letters from external referees.

D The University-Wide Peer Review Committee and the Provost

A University-wide PRC shall be established consisting of seven tenured members of the bargaining unit holding the rank of Professor. The Committee shall select its own Chair. The Colleges of Business Administration, Education and Human Services, Engineering, Liberal Arts and Social Sciences, Science and Urban Affairs shall each elect one member to serve on the University-wide PRC. The seventh member of the University-wide PRC will be elected at large from the entire bargaining unit. The Faculty Senate shall conduct the election for the at-large member. The term of service for all members shall be two years.

It is the function of the University-wide PRC to study dossiers and make recommendations to the Provost at least in those cases where conflicting recommendations have been made by the Departmental PRC, the College PRC, the Chair or the Dean. In addition, the Provost may refer any or all other cases to the University-wide PRC for consideration and recommendation. If a candidate's case comes to the Provost with uniformly negative recommendations from the previous levels of review, the Provost shall solicit a response from the candidate before making his/her decision on sending the case to the UPRC for its consideration and recommendation. In the cases where there have been conflicting recommendations, the University-wide PRC shall solicit comments and supplementary materials from the candidate, the PRCs, the Chair, and the Dean. In no case does the University-wide PRC have the authority to hold hearings concerning dossiers. It shall forward its recommendations on all candidates for promotion and/or tenure, with supporting reasons, to both the candidate and the Provost, as well as the Dean, College PRC, Chair, and Departmental PRC (where applicable) by January 25.

The Provost shall consider all documents and recommendations, giving particular attention to the University-wide PRC's recommendations and forward his/her recommendations to the President by February 15. In no instance shall the Provost recommend persons lacking the support of at least one of the faculty committees which have considered the case. If the Provost declines to support a candidate having uniformly

favorable recommendations, the Provost must discuss the case with the University-wide PRC. Copies of the Provost's recommendation shall be sent to the candidate, UPRC (where applicable), Dean, College PRC, Chair, and Departmental PRC (where applicable) by February 15.

E Official Notification

On or before April 15, each candidate shall be notified by the appropriate administrative officials of the decision with respect to promotion and/or tenure.

F Grievance

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

G Withdrawal

If a candidate receives an unfavorable recommendation at any stage, the candidate may withdraw from consideration unless it is the sixth year of a probationary appointment.

H Special Provisions on Joint Appointments

In cases of joint appointments, the candidate's dossier shall be submitted to the Department, college, or academic unit with primary responsibility for the appointment. That unit shall consult with the other concerned academic unit(s) before making its recommendations concerning promotion and/or tenure.

12.13 STANDARDS FOR GRANTING PROMOTION AND TENURE

[Before the expiration of this agreement, a collaborative committee composed of an equal number of faculty appointed by the CSU-AAUP and academic administrators appointed by the administration shall develop specific criteria to assure University-wide application of standards.]

Until such time as new standards are agreed upon, the following shall be considered in evaluating faculty for promotion and tenure:

A Teaching. The highest standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student interest, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.

B Creative Achievement. The standard of scholarship requires a working commitment to inquiry and research and to creative achievement. The University obligation for the generation of new knowledge and practices imposes a responsibility for creativity,

whether in inquiry and investigation, writing, design and production, or in the performing and fine arts. In the best of scholars and the best of teachers, creative inquiry is joined with effective classroom teaching. Candidates for promotion/tenure who submit co-authored material for review shall also provide an explanation of their contribution to such materials.

- C Professional Service. A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher and creative scholar, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the government of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

12.14 NONCONTINUATION OF A PROBATIONARY APPOINTMENT

- A A faculty member who is subject to a probationary period will receive successive annual contracts for each year of such probationary period unless: (1) the original contract states the contrary, or (2) the University has made the decision to terminate the appointment pursuant to the following procedures and has given timely notification according to the provisions of this rule.
- B A faculty member with a probationary appointment in the first year of service at the University may be terminated by written notice given to the faculty member on or before March 1 of the first year. The termination shall be effective as of the end of the contract year.
- C A faculty member with a probationary appointment in the second or third years of service at the University may be terminated by written notice given to the faculty member on or before December 15 of the second or third year. The termination shall be effective as of the end of the contract year.
- D A faculty member with a probationary appointment in the fourth, fifth, or sixth year of service at the University may be terminated by written notice given to the faculty member on or before June 1 of the previous academic year. The termination shall be effective as of the end of the contract period in June of the subsequent year.
- E Recommendations for the nonreappointment of a faculty member's services may originate with a Peer Review Committee, the Chairperson, or the Dean. The written recommendation of nonreappointment should occur at least eight weeks before the notification dates set forth above for a faculty member in the first, second or third year of service. For a faculty member in the fourth, fifth or sixth year of service, the written recommendation of nonreappointment shall occur by February 15. A faculty member whose nonreappointment is recommended shall be given an opportunity to submit materials in his or her behalf before any further recommendations are made by the various parties as specified in 12.14F. Regular academic year contracts shall be considered to expire on the third day after the spring commencement ceremony.
- F Whatever the origin of the recommendation for nonreappointment, the Peer Review Committee(s), the Chairperson, and the Dean shall consider the faculty member's qualifications, along with any additional materials submitted in his/her behalf, or

instructional need, and make a recommendation to the Provost. If the several recommendations are in conflict, the Provost shall refer the matter to the University Peer Review Committee for its recommendation. The Provost shall consider all the recommendations and forward them, together with his or her own recommendation, to the President.

- G Notice of termination shall be effective if delivered to the faculty member's office on campus and signed for by the date specified, or if mailed by certified mail, return receipt requested, two days prior to the date specified to the faculty member's residence as last reported to the appropriate CSU office.
- H Probationary faculty who receive a notice of termination shall not be eligible to apply for promotion/tenure in their terminal year of employment unless a review is mandated as part of the resolution of a grievance.
- I Grievance. According to procedures established in Article 9 of this Agreement, the nonreappointment may be submitted directly to grievance and arbitration on the basis that such nonreappointment was demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established in this Agreement. An arbitrator may not award promotion and/or tenure to a probationary faculty member, but may remand the case back for reconsideration according to established procedures upon finding that the nonreappointment was in fact demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established in this Agreement.

12.15 CONFLICT OF INTEREST

- A Any member of a College-wide PRC who has also served on a Departmental PRC in the same promotion/tenure cycle shall recuse herself/himself from cases considered by that Departmental PRC. (No faculty member shall consider the same case twice in a given cycle.)
- B No person shall initiate or participate in any decision involving a direct benefit (e.g., initial appointment, continuance of nontenured appointment, tenure, salary increment, leave of absence) to a member of his or her "immediate family" (here defined as spouse, parent, child, sibling, grandparent or grandchild). Where such a relationship exists, the Provost shall approve a procedure which shall eliminate such related person from any role in direct benefit decisions affecting the other related person. The President shall replace the Provost in the function described above if the Provost is so affected.
- C No faculty member seeking, or having been nominated for, tenure and/or promotion shall participate in any deliberations or decisions made by the same PRC during the academic year in question. Agreement to serve on a PRC shall be construed as agreement not to receive direct benefits from decisions made by the committee.
- D No faculty member shall participate in the discussion and/or vote in a given personnel action both at the University-wide PRC level and at either the college or Departmental PRC level. If the entire faculty of a college constitutes its PRC, the conflict-of-interest provision would be invoked only when a member of the University-wide PRC has been delegated a substantial role other than as a voting member of the body in the evaluation process at an earlier stage. The faculty member shall choose at which level to participate.

- E If a Chair or other Administrator is a candidate for promotion in faculty rank, he/she shall recuse him/herself from participating in the decision on other candidates for the same rank. However, if a candidate requests a Chair or other Administrator to submit material to be included in his/her dossier before the dossier is submitted to the PRC, the Chair or other Administrator may comply with the request.

12.16 MISCELLANEOUS

- A The current contract constitutes an Agreement in regard to conditions that will follow ratification of the contract. The Board of Trustees recognizes and affirms the continuance of the existing assignments of tenure and rank that were already in effect prior to the date on which this contract shall go into effect.
- B (1) The specific terms or special conditions of any individual letter of initial appointment of a faculty member of the bargaining unit shall not contradict any criteria for promotion and tenure set forth in this article or in any college and/or departmental bylaws.
- (2) A copy of Article 12.16 B (1) shall be included in the text of any letter of appointment.
- (3) The specific terms or special conditions of any individual letter of initial appointment of a faculty member of the bargaining unit entered into prior to May 18, 1995, shall be controlling.
- C When a tenured faculty member leaves the bargaining unit for another majority-time position in the University, that individual, as long as the individual remains in continuous full-time employment at the University, shall retain his or her tenure and the right to return to a tenured position within the bargaining unit.
- D. Grievances alleging procedural violations with regard to fourth/fifth year review, promotion/tenure, and non-continuation of a probationary appointment may be filed only one time—at the point when promotion/tenure is formally denied to a member of the bargaining unit or at the point when a formal letter of non-reappointment is delivered to a member of the bargaining unit.

ARTICLE 13

FACULTY WORKLOAD AND FACULTY DEVELOPMENT PLAN

- 13.1 CSU FACULTY WORKLOAD GUIDELINES. Teaching, research and providing public, departmental and University service are together regarded as normal and necessary in fulfilling an academic appointment. Such an appointment implies that faculty members will do their fair share in student advising and serve on departmental, college, and University committees in assisting in the day-to-day operations of the academic enterprise. Where appropriate, it is expected that faculty members will contribute their expertise to the public good.

Policy Guidelines:

- A The normal instructional activity for a full-time faculty member shall range from 50% to

80% of the average workweek. Departments will determine the portion of instructional time devoted to undergraduate and graduate instruction. (Here and elsewhere, the term "department" shall be understood to include program units in colleges without academic departments. Likewise, the expression "department chairperson" shall be understood to include program directors or other appropriate administrators in colleges without academic departments.)

- B A faculty member's teaching workload assignment for the following academic year will be determined after consultation between the department chairperson and the faculty member and approval by the dean. Such consultation between the chairperson and the faculty member shall occur not later than December 1 of each year and will consider both teaching workload assignment and expectations regarding research activity, scholarship and service.

As appropriate, the following factors shall be considered in determining the target teaching workload for individual faculty members:

- (1) number of courses assigned, size of classes, amount of preparation, number of course preparations, type and amount of student work to evaluate;
- (2) tutorial and independent study assignments and graduate student supervision;
- (3) laboratory supervision;
- (4) work with performing groups, professional organizations and other field work;
- (5) supervision of interns and other students assigned to outside organizations;
- (6) professional associations with outside community agencies;
- (7) the amount of departmental, college, University and professional service;
- (8) other activities that are important for the department and University; and
- (9) participation, as appropriate, in academic advising.

Adjustments in a faculty member's teaching workload assignment may be made by a chairperson to encourage the initiation of a research program or to acknowledge a continuing record of scholarly or creative achievement.

Faculty shall not be required to allocate funds for course buy-outs in external funding proposals unless the principal investigator determines that a reduced teaching workload assignment is required to accomplish the work proposed in the grant.

Reduced teaching workload assignments for a maximum of one year may also be made for faculty members new to the University in order to encourage professional development.

- C Prior to making annual teaching workload assignments for faculty members, chairpersons shall obtain the written approval of their dean. The teaching workload assignment agreed upon by the chairperson and the dean shall be submitted to the involved faculty member

by January 31. Deans will bring difficult cases, issues of fairness, and issues regarding the best use of faculty to the attention of the Provost and Vice President for Academic Affairs.

The Provost and Vice President for Academic Affairs shall, in so far as possible in light of the differing missions of the various academic colleges, maintain equity in teaching workload assignments across the University.

- D A faculty member's total workload is 24 hours per academic year, divided among teaching workload hours, research workload hours, and workload hours for documented service or administrative duties. The division of workload hours shall be congruent with a faculty member's record of performance. Faculty who demonstrate significant participation in productive and assessable scholarship/research/creative activity will be assigned fewer than 24 teaching workload hours per academic year (typically ranging between 6 and 16 teaching workload hours per academic year). Service contributions constitute an expected component of all faculty members' workloads and shall be considered in the evaluative factors of Article 13.1.B.

In the event of an alleged infraction of this provision, a grievance may take one of two forms, focusing either on the academic value decisions leading to the workload determination or on the process used to arrive at the workload assignment. Examples of academic value decisions include but are not limited to the value assigned to a particular research project or creative activity, the value assigned to the various workload factors listed in Article 13.1.B. or the value assigned to a particular service or administrative duty. Examples of process disputes include but are not limited to an alleged irregularity in the decision timeline or in the contractually-mandated consultation process.

The academic value decision grievance will follow the normal grievance steps specified in Article 9 of this Agreement, with two exceptions. These occur at Levels III and IV of the grievance process. Where a Level III panel is used, the panel shall consist of seven members. Three will be faculty members appointed by the President of the AAUP or designee; three will be administrators holding faculty rank and appointed by the Provost or designee; and one will be a faculty member jointly chosen by the President of the AAUP and the Provost or their respective designees. This committee will render a formal recommendation to the Provost, who, after serious consideration of the committee's recommendation, will issue a written determination of the workload decision which shall be final and binding on the parties. Academic value decision grievances may not be taken beyond Level IV and are ineligible for outside arbitration (Level V).

A process grievance will follow all the normal grievance procedures specified in Article 9 of this Agreement. If not successfully resolved within the first four levels, the grievance may proceed to Level V (outside arbitration) at the option of the AAUP.

In all academic judgment and process grievances, the faculty member has the burden to prove that there is no rational basis for the dean's workload determination. The review of the grievance shall be limited to the dean's evaluation of the faculty member's performance record and compliance with the procedural requirements of Article 13.1. Accordingly, any grievance filing must include a specific and detailed statement of the alleged procedural defect and/or lack of a rational basis supporting the workload determination. In all grievances, the dean's workload determination shall be sustained unless the faculty member can prove by clear and convincing evidence that there is no

rational basis for the decision or non-compliance with the procedural requirements of Article 13.1.

A grievance may not solely be based on claims of disparate treatment between the grievant and other faculty members, either within or outside of the faculty member's department, relating to the process for determining the workload or the dean's application of the evaluative criteria of Article 13.

- E A department- and/or college-based "banking system" shall be developed to provide a "rolling" accounting system balancing out individual faculty members' workload over time.
- F Because the number of credit hours assigned to specific courses may vary, individual faculty members may fall slightly below their target number of instructional workload credits in any given academic year. Therefore, faculty members may accumulate either surplus points or debit points based on the variance between the target number and the number of instructional workload credits actually taught, except as indicated in Article 13.1 G.
- G Faculty members who are asked to teach five courses of 3 or 4 credit hours in a single academic year shall be awarded one additional credit because of the increased number of preparations and accompanying obligations assumed by teaching more classes.
- H Plans for teaching workload assignments will anticipate faculty members' credit/debit accounts. The accumulation of 3-4 surplus points entitles the faculty member to a one-course reduction of equal value in teaching workload in one of the next three academic years. The accumulation of 3-4 debit points obligates the faculty member to teach one additional course of equal value in the following year. Under no circumstances may faculty members accumulate more than 4 surplus points or 4 debit points.
- I For the first year of implementation the department account balance for instructional workload will be a non-negative number; however, individual points will be banked as appropriate. For subsequent years departmental balances will not be required.
- J Course credits assigned as the result of compensated overload shall not figure in the banking system.
- K Faculty members who are assigned administrative or supervisory functions which are very time-consuming may request a reduction in their normal teaching workload assignment. Such reductions must be made by the Provost and Vice President for Academic Affairs with the express knowledge and written approval of the appropriate chairperson and dean. At the time of the administrative assignment or activity, there shall be a written agreement among the involved parties regarding the appropriate teaching workload assignment and duration.
- L Department chairpersons are normally expected to teach not less than one-half the normal teaching workload assignment for the faculty in the unit. In small departments, the chairperson's teaching workload assignment may exceed one-half the normal faculty teaching workload assignment. Chairpersons on a twelve-month contract are normally expected to teach during each of the three semesters. Exceptions to this rule must be approved by the college dean, and the Provost and Vice President for Academic Affairs.

- M Notwithstanding any previous teaching workload assignment notification, the Dean has the discretion to assign the maximum teaching workload assignment, allowable and appropriate for the faculty classification, for the academic year in which a faculty member has been issued a terminal contract.

ARTICLE 14

SUMMER SCHOOL AND INTERSESSION

- 14.1 **SUMMER ASSIGNMENTS.** Summer teaching assignments shall be determined solely on the basis of the programmatic needs of academic departments and programs.
 - A Within the scope of academic need, each department shall develop a written procedure approved by the faculty members of each department to ensure that all regular faculty members are accorded an equitable opportunity for summer school teaching. Members of the bargaining unit shall be given priority for summer teaching assignments except for summer teaching assignments assumed by department chairs who are on twelve (12) month contracts.
 - B Faculty may teach in the summer as a substitute for teaching in one of the regular academic year terms, if such an exchange of service is determined by the Dean or designee to fit the academic and student needs of the department or college. In addition, faculty may teach in the summer as a substitute for teaching in one of the regular academic year terms in order to facilitate the professional development of the faculty member, provided that the exchange of service is determined by the Dean or designee to fit the academic and student needs of the department or college. Any request for summer exchange should be initiated in writing by the faculty member and submitted to the Dean for approval with a written recommendation by the Chair of the department.
 - C The Dean or designee, following consultation with department/program faculty, shall seek volunteers for summer school teaching in lieu of teaching in one of the regular academic year terms if such an exchange of service is determined by the Dean or designee to fit the academic and student needs of the department or college. This determination shall be made at the time the summer teaching schedules are established.
 - D Faculty exchanging summer teaching for one of the regular academic year terms shall teach the same number of credit hours in the summer as they would have taught in the regular term, shall be on duty a comparable 15-week period of time during the summer, and shall assume service obligations equivalent to those expected during the regular academic year term.
 - E No faculty member may teach more than 8 credits of coursework at any single time during the summer sessions not including independent study or thesis or dissertation supervision. The maximum teaching load for the summer term is 12 credit hours.
- 14.2 **SUMMER AND INTERSESSION TEACHING OPPORTUNITIES.** Summer and intersession teaching opportunities shall be determined by the Dean in consultation with the department chair and faculty. The administration decision about whether or not a course will be offered will be made no later than the first week of classes.

- 14.3 **SUMMER SALARY.** Effective Summer 2012, unless assigned to summer teaching in lieu of service in another academic year term, bargaining unit faculty shall be compensated for summer teaching on a course-by-course basis (not including independent study courses, thesis/dissertation supervision, and the like) as follows: \$2005 [plus the across-the-board salary increase, if any, specified for the academic year 2011-2012] per semester credit hour for the first six (6) credits and then at the semester credit hour rate paid to part-time faculty for comparable courses in the Department/School, as negotiated by the Chair/Director and approved by the Dean, for instruction beyond six (6) credits up to the summer teaching load maximum of twelve (12) credits. Each summer thereafter, the rate paid to bargaining unit faculty for the first six (6) credits of summer teaching shall be increased by the same percentage as the across-the-board increase in the base salary, if any, from the previous year.
- 14.4 Unless the faculty member is offered an equivalent alternative assignment, a faculty member shall be compensated \$500 for each section that is canceled for any reason by the Administration at any time after the first meeting of a summer course.
- 14.5 Assignments that are scheduled to either begin or end outside of the regularly scheduled summer session periods shall be considered as part of the semester schedule, as opposed to the summer schedule.
- 14.6 Service during Summer Sessions If no additional compensation is provided, chairpersons shall negotiate some form of accommodation for faculty members who assume substantial service duties during a summer session. Such accommodations shall be approved by the College Dean.

ARTICLE 15

FINANCIAL EXIGENCY AND ACADEMIC REORGANIZATION

- 15.1 Should the President reasonably anticipate the existence of an imminent financial crisis (exigency) of such severity that it threatens the survival of the institution as a whole and cannot be alleviated without terminating the appointments of faculty members, or determine that financial justification exists for the discontinuance of a program or department of instruction necessitating the termination of regularly appointed faculty members, all data and information upon which this decision is based, including the anticipated savings, shall be provided to the CSU-AAUP. The Administration shall also provide any relevant additional information in its possession which the CSU-AAUP may request within ten calendar days following the receipt of the initial information and data from the Administration.
- 15.2 In the case of financial exigency, within ten (10) days of receipt of the information under Article 15.1 above, a Financial Exigency Committee shall be jointly appointed by the Administration and the CSU-AAUP, with each party having three appointments. The Financial Exigency Committee shall make advisory recommendations to the President on ways to alleviate the financial crisis, including the following considerations:
- A Alternatives which would result in minimum deterioration of existing academic programs and which would not sacrifice the University's long-term fiscal health in order to solve a short-term financial problem;
 - B Means of initiating mechanisms for generating additional income; and

C Cost-cutting methods.

In making its recommendations, the Financial Exigency Committee shall give consideration to long-term enrollment projections, the role of the programs in fulfilling the mission of the University as a whole and the continued accreditation of academic units, the effect on joint programs with other institutions and the impact on the students registered in the programs. Should retrenchment in academic programs be deemed necessary, due consideration should be given to providing for students enrolled in those programs the ability to complete their requirements.

- 15.3 The Financial Exigency Committee shall have a period of sixty (60) days from its inception to submit its advisory recommendations to the President. As soon thereafter as practicable, but not later than sixty (60) calendar days, the President shall submit recommendations to the Board of Trustees.
- 15.4 The President's recommendations to the Board of Trustees shall include a full inventory of the recommendations of the Financial Exigency Committee. Reasons for the President's recommendations and the Board's decisions shall be stated in writing, and accompanied by full disclosure of financial and other related information.
- 15.5 Normal attrition is the preferred approach to alleviating financial exigency. Nevertheless, if it becomes necessary to terminate the appointments of regular faculty members the following steps shall be taken in the order specified, provided academic obligations can be fulfilled:
- A Any category of faculty other than full-time shall be released first in the affected department or program.
 - B Non-tenured members in an affected department shall be laid off in reverse order of seniority before tenured members in that department.
 - C Full-time tenured members in an affected department with the least amount of full-time continuous service at the University shall be laid off in advance of those with more full-time continuous University service.
 - D Where the length of full-time University service is equal, academic rank shall be taken into account, with the person with lower rank preceding a person with higher rank in the order of layoff.
 - E Any tenured member scheduled for layoff who is qualified or can be retrained by the University consistent with the academic obligations and fiscal constraints of the University to teach in a different program, department or college can replace an untenured faculty member in said program, department or college.
- 15.6 In the case of the discontinuance of a program or department of instruction, within ten (10) days of receipt of the information under Article 15.1 above, an Academic Reorganization Committee shall be jointly appointed by the Administration and the CSU-AAUP, with each party having three (3) appointments. The Academic Reorganization Committee shall make advisory recommendations to the President within sixty (60) days of its inception regarding the discontinuance of a program or department of instruction. As soon thereafter as practicable, but not later than sixty (60) calendar days, the President shall submit recommendations to the Board

of Trustees.

- 15.7 In every case of financial exigency or discontinuance of a program or department of instruction, the faculty member concerned will be given notice as soon as possible. Tenured faculty and non-tenured faculty not notified before the schedule of notice in Article 12 will be given at least twelve (12) months' notice. Before dismissal or termination of faculty under this Article, the University will make a good-faith and verifiable effort to place affected faculty members in other suitable positions within the University. When a faculty member's dismissal or termination is based upon financial exigency or academic reorganization, the released faculty member's place will not be filled by a replacement within a period of two (2) years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it. A faculty member who accepts reappointment shall be credited with all years of service accrued prior to his/her release for purposes of retirement (subject to STRS regulations) and rank and shall be reappointed with tenure if tenured at the time of release.
- 15.8 A terminated faculty member shall be eligible to continue coverage under the University's group rate benefit programs for health, vision and dental insurance benefits at his/her own expense as provided for under COBRA. A terminated faculty member may convert his/her group basic life insurance benefit to an individual policy at his/her full cost according to the terms and conditions stipulated by the insurer in the Plan Certificate. A terminated faculty member may elect to "port" OR convert to an individual policy at his/her full cost voluntary group life insurance coverage according to the terms and conditions specified by the insurer in the Plan Certificate. To the extent available, office space and/or access to University facilities shall be provided to a terminated faculty member for professional purposes for a period of twelve months.
- 15.9 In the case of academic reorganization, faculty members will be kept informed of possible anticipated programmatic changes and staffing needs. Where possible, faculty members will be provided reasonable opportunity to develop the mutually acceptable level of competence to fill another position agreeable to the individual and to the University. Preferential consideration will be given tenured faculty in the relocation process. No tenured faculty member will be dismissed solely on the basis of discontinuance of a program or department of instruction without the University making documented good-faith efforts to retrain and relocate the faculty member within the University. Tenured faculty agree to cooperate in good-faith efforts to retrain and relocate them suitably within the University. Nevertheless, if dismissals or terminations are necessary, the procedure set forth in Article 15.5 above shall apply.
- 15.10 The CSU-AAUP may file a Level IV grievance only over alleged procedural violations of this Article.

ARTICLE 16

SALARY

Preamble: Several salary adjustment formulae are presented in Articles 16.1 through 16.4 of this article. For academic years 2011 – 2012, 2012 – 2013 and 2013 - 2014, it is understood that individual bargaining unit faculty salaries will be adjusted in the following order: newly promoted faculty will receive promotion increments as described in Article 16.1, next, the across-the-board salary increase will be applied as described in Article 16.2, next faculty below the rank minimum will be raised to the minimum salary as per Article 16.3. Next, merit will be awarded according to the provisions of Article

16.4.

I. SALARY PROVISIONS FOR TENURED AND TENURE-TRACK FACULTY:

16.1 Promotion Increments. Effective August 22, 2011, faculty who are promoted to a higher rank shall be raised to the minimum salary for their new rank or receive a promotion increment, whichever produces the greater increase in salary, according to the following schedule:

| | |
|---|---------|
| A. Instructor to Assistant Professor | \$3,000 |
| B. Assistant Professor to Associate Professor | \$6,000 |
| C. Associate Professor to Full Professor | \$9,000 |

16.2 Across-the-Board Salary Increases

- A. Effective August 22, 2011, all continuing bargaining unit members shall receive a three-quarters percent (0.75%) increase which includes one-half percent (0.50%) returned as gain-sharing from the agreement on health insurance. Continuing bargaining unit members are those faculty who were members of the bargaining unit on March 31, 2011 and who are members of the bargaining unit on August 22, 2011.
- B. Effective at the beginning of academic year 2012 - 2013, all continuing bargaining unit members shall receive a three-quarters percent (0.75%) increase which includes one-half percent (0.50%) returned as gain-sharing from the agreement on health insurance. Continuing bargaining unit members are those faculty who were members of the bargaining unit on March 31, 2012 and who are members of the bargaining unit at the beginning of academic year 2012 - 2013.
- C. Effective at the beginning of academic year 2013 – 2014, all continuing bargaining unit members shall receive a one and one-quarter percent (1.25%) increase which includes one-half percent (0.50%) returned as gain-sharing from the agreement on health insurance. Continuing bargaining unit members are those faculty who were members of the bargaining unit on March 31, 2013 and who are members of the bargaining unit at the beginning of academic year 2013 – 2014.
- D. The across-the-board salary increases shall be distributed as an equal flat dollar amount to be included in the base salary of all eligible members of the bargaining unit.

16.3 Minimum Salary. The following minima shall apply:

| | |
|-------------------------|----------|
| A. Instructor: | \$45,000 |
| B. Assistant Professor: | \$51,000 |
| C. Associate Professor: | \$57,500 |
| D. Full Professor: | \$70,000 |

16.4 Merit Recognition.

In each year of the contract (academic years 2011 – 2012, 2012 – 2013 and 2013- 2014), a merit recognition program will recognize meritorious achievement by members of the bargaining unit in the areas of teaching, research, creative achievement, or contributions to the profession, either singly or in combination. The University values meritorious achievement in teaching, research, creative achievement and contributions to the profession equally. A category for achievement in student engagement shall be added to the merit award criteria.

The available funding for each year's merit recognition program will be equivalent to one and one-quarter percent (1.25%) of the total salaries of tenured and tenure-track bargaining unit faculty rounded to the nearest thousand dollars. The amounts and number of merit recognition awards shall be: thirty-five (35) "exceptional" awards at \$4,000 each, sixty-five (65) "outstanding" awards at \$2,000 each and one hundred five (105) "excellent" awards at \$1,000 each.

Any member of the bargaining unit shall be eligible to compete for any of these merit awards in any contract year except as otherwise provided in Article 16.5.

Merit awards shall become part of the faculty member's base salary at the beginning of the next academic year and are in addition to any other salary increase provided for in this Agreement.

- A. Faculty may nominate themselves or be nominated by another member of the bargaining unit or their department Chair or Director. Nominations and supporting materials shall be submitted by February 28 (unless another date is mutually agreed to) directly to the appropriate Dean and to the UPRC. Awards will be based on the nominees' achievements during the most recent three-year period. Guidelines for nominations shall be distributed to all faculty by the Contract Implementation Committee.
- B. The Dean and the UPRC will review the materials and will forward all nominations, along with supporting materials and their recommendations, to the Provost by April 1.
- C. The Provost, following a review of all recommendations, shall announce the recipients by April 27 and shall immediately provide the AAUP with a list of recipients in each category. Individual merit recognition awards are not grievable.

16.5 Outside Offer of Employment

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

- A. A proposal to increase a bargaining unit faculty member's salary shall be initiated by a Dean (excluding the Graduate College Dean). The Dean initiating the proposal must include, along with the proposed increase, a supporting rationale for the proposal and evidence of a bona fide offer, if such offer exists. The proposal will be forwarded to the Provost.
- B. The Provost will seek the UPRC's recommendation regarding retention awards. The UPRC will forward its recommendation to the Provost, within ten (10) days of receipt of the proposal. This consultation requirement shall not be applicable to competing offer awards.
- C. The Provost will make the final decision regarding the proposed salary increase. If the Provost rejects the proposal, it becomes null and void.

The CSU-Administration shall be limited to an available salary increase pool each year not to exceed one hundred fifty thousand dollars (\$150,000). The amounts and number of the awards shall be determined by the Provost. Copies of all proposals to raise individual bargaining unit faculty members' salaries and the decisions reached on them shall be sent to the CSU-AAUP in a timely manner.

A faculty member who receives such an individual salary adjustment shall be ineligible for a merit raise in the same year and ineligible for another competing offer/retention adjustment

during the term of this Agreement. Instructors and Assistant Professors shall not be eligible for these individual salary adjustments.

II. SALARY PROVISIONS FOR COLLEGE LECTURER POSITIONS:

16.6 Promotion Increments. Effective at the beginning of academic year 2013 – 2014, bargaining unit College Lecturers who are promoted to a higher rank shall be raised to the minimum salary for their new rank or receive a promotion increment, whichever produces the greater increase in salary, according to the following schedule:

| | |
|---|---------|
| College Lecturer to College Associate Lecturer | \$2,500 |
| College Associate Lecturer to College Senior Lecturer | \$4,500 |

16.7 Minimum Salary. Effective at the beginning of academic year 2013 – 2014, the following minima shall apply to bargaining unit College Lecturer positions:

| | |
|-------------------------------|----------|
| A. College Lecturer | \$36,000 |
| B. College Associate Lecturer | \$45,000 |
| C. College Senior Lecturer | \$50,000 |

ARTICLE 17

INSURANCE

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

A. Employee Premium Contributions During the term of this agreement, the total cumulative amount of employee premium contributions for the medical, prescription drug, dental, vision and long-term disability plans will not exceed twenty percent (20%) of the total cumulative cost of those plans. The total cumulative cost of the medical, prescription drug, dental, vision and long-term disability plans will be established by the University at the beginning of each plan year – the July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 benefit plan years respectively -- based on the full premium rates (or for self-insured plans rates equivalent to a fully insured rate, e.g. the COBRA rate) for each plan added together. The University will determine the amount, allocation and differentiation of employee premium contributions among its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively.

B. Level of Benefit During the term of this agreement, the level of benefit of the University’s medical, prescription drug, dental and vision plans shall be maintained at a cumulative value of not less than ninety percent (90%) of the cumulative value of those plans as of July 1, 2011. The cost of these plans will be determined by the University prior to the start of each plan year -- July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively -- based on the premiums for fully insured plans (or for self-insured plans rates equivalent to fully insured

rates, e.g. COBRA rates) if available, the claims experience of each plan, enrollment, and fixed costs during the most recent 12 month period and projected forward with generally-accepted health care inflation assumptions to the next benefit plan year. The University will determine the plan design and resulting level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively.

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

- C. Wellness Incentives Beginning with the July 1, 2012 through June 30, 2013 plan year, the University will introduce incentives for employees enrolled in the medical benefit plans based on wellness program participation and established individual wellness program outcomes.

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

- D. Other Prior to the open enrollment period for the July 1, 2012 through June 30, 2013 plan year, the University will confer with and consider the recommendations of the labor-management healthcare committee, if any, regarding a salary-based or other equitable method for the allocation of employee premium contributions for the medical benefit plans.

17.2 Life Insurance

- A. The University shall provide full-time faculty members the following life insurance coverage:
- 1) Effective January 1, 2008, basic group life insurance coverage equal to two (2) times the base salary, subject to a minimum coverage level of \$10,000 and a maximum coverage level of \$150,000.
 - 2) An equal amount of Accidental Death and Dismemberment insurance.
 - 3) Business Travel Accident Insurance which contains the following benefits
 - (a) Repatriation Benefit, subject to a maximum coverage level of \$10,000.
 - (b) Family Transportation Benefit, subject to a maximum coverage level of \$1,000.
 - (c) Business Travel Accident Benefit for an amount equal to two (2) times base salary, subject to a maximum coverage level of \$100,000.

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

- B. The University will provide the option for employees to purchase, on an after-tax basis,

voluntary group term life insurance for themselves, their spouse, and their dependent children. All benefit provisions are subject to the terms and conditions set forth in the Plan certificate. The University shall offer benefit levels as described in the summary plan description contained in the Appendix 1.

- 17.3 No later than the first week of each Spring Semester, a committee shall be convened to review the status of the University's health insurance policies, i.e., health insurance, life insurance, accidental death and dismemberment insurance, vision and dental insurance, and the Employee Assistance Program. This committee shall review cost and usage data and trends, employee opinion and preferences, new models or options for such coverage which may have become available, and any changes to these coverages which the committee wishes to communicate to the University community for its consideration. The views of the committee shall not be binding upon either party; however, they may become part of any bargaining process.
- A. The committee shall be composed of one member and one alternate selected by each of the following University constituencies: the University Administration, CSU-AAUP, FOP, SEIU- District 1199, CWA, and the Faculty of the Law School.
 - B. The University administration, through the office of its Director of Benefits, shall provide the committee with the information, data and insurance company communication necessary to carry out its task.
 - C. The representative of CSU-AAUP shall call the first meeting of this committee. The committee shall then elect its own officers, if necessary.
 - D. The committee shall conclude its work and communicate its findings and recommendations to its constituencies by the end of the tenth week of the Spring Semester.
- 17.4 The University shall maintain the amount of the FSA set aside at the allowable per annum limit set by law.
- 17.5 Upon request, the administration shall provide the CSU-AAUP, in a timely manner, with all information necessary for it to conduct an independent review of the University's benefits package.
- 17.6 All proposed changes in health care vendors will be referred to the health care committee specified in Article 17.3 which will make recommendations on such proposals to the Contract Implementation Committee.

ARTICLE 18

LEAVES OF ABSENCE

- 18.1 All current policies and levels of benefits regarding the following shall be maintained for the term of this Agreement:
- A. Family medical and leave act policies
 - B. Unpaid medical leaves of absence

- C. Unpaid leaves of absence
 - D. Previously accrued vacation time
- 18.2 Each faculty member shall accrue sick leave at the rate of 15 days per 12 month calendar year, pro-rated for the nine month academic year. There is no limit on the amount of sick leave accumulated.
- A. Sick leave deductions. Faculty members shall have deductions from accrued sick leave only for absences due to personal injury, illness, exposure to contagious disease which could be communicated to other employees and for serious illness or injury to an immediate family member, including a registered same-sex domestic partner or the child of a registered same-sex domestic partner.
 - B. Notification.
 - (1) A faculty member who cannot hold a scheduled class meeting, be present for regularly scheduled office hours, participate in a scheduled faculty or committee meeting, or other scheduled responsibility on a given day due to any of the conditions specified in Article 18.2 shall notify the office of the appropriate Chair or Dean of absence due to sickness. After such notification the Chair or Dean shall deduct those days from accrued sick leave.
 - (2) The Administration shall notify any faculty member who has had a deduction from accrued sick leave during a pay period. The faculty member will receive notification specifying the amount of sick leave deducted along with the paycheck for the corresponding pay period, if possible.
 - (3) Faculty members shall report and be charged sick days only for periods during the academic term (including the first week prior to the Fall term). They shall neither report nor be charged for sick days that fall on holidays.
- 18.3 SICK LEAVE BANK (SLB). The purpose of the sick leave bank (SLB) is to provide additional sick leave to members of the SLB who have exhausted their accumulated sick leave and otherwise qualify for it. The administration shall maintain the SLB for bargaining unit members who elect to join.
- A. A bargaining unit member who elects to join the SLB must have accumulated at least eighty (80.0) hours of sick leave. A member joins the SLB by directing, in writing, the contribution of ten (10.0) hours of the member's accumulated sick leave into the SLB. A faculty member's membership in the SLB continues until the faculty member leaves the university or until there is a call for SLB donations and the faculty member does not properly respond to the call. All sick leave time donated to the SLB is not refundable.
 - B. Faculty members who become bargaining unit members after this agreement is ratified shall be notified of the existence of the SLB and shall be provided the opportunity to become members during the first enrollment period after becoming qualified for membership.
 - C. Qualified faculty members may enroll into the Sick Leave Bank during the annual enrollment period each year.

- D. When the time available in the SLB becomes less than five (5) hours times the number of SLB members, a donation of an additional five (5.0) hours of sick leave shall be called for from all SLB members who have at least eighty (80.0) hours of accumulated sick leave. SLB members who have fewer than eighty (80.0) hours of accumulated sick leave shall be exempt from this call for donations. A member who has at least eighty (80.0) hours of accumulated sick leave and who does not make the called-for donation shall cease membership in the SLB.
 - E. Any member who has fewer than eighty (80.0) hours of accumulated sick leave and who anticipates the need for more sick leave than he/she has available may submit a request to the SLB committee for the transfer of sick leave time from the SLB to the member. The request shall be reviewed by the SLB committee and the committee's decision, by majority vote, shall be binding. Decisions by the SLB committee shall not be grievable.
 - F. The SLB committee shall consist of three CSU-AAUP representatives appointed by the Executive Committee and one representative each from the office of the Provost and Senior Vice President and the office of Human Resources Development and Labor Relations.
 - G. The maximum length of time available to any member from the SLB in response to an application is one hundred and sixty (160) hours. Additional extensions may be made if the sick leave time transferred in response to an application proves to be insufficient up to a total of three hundred and twenty (320) hours in a twelve month period. At no time may the SLB committee transfer more sick leave time from the SLB than is available in the bank.
 - H. Time from the SLB may be granted because of absence due to non-chronic conditions, catastrophic accident or illness, primary caretaking; including persons living in the employee's household. Conditions caused by incidents covered by worker's compensation are not eligible for SLB time.
 - I. Employees applying for time from the SLB must also apply for disability benefits.
- 18.4 JUDICIAL LEAVE. Leave with pay is granted when a faculty member is called for jury duty or is subpoenaed to testify as a witness before any court or governmental hearing body. Service as an expert witness shall be considered to be in the same category as outside employment and shall be subject to the limitation thereon specified in Article 21.
- 18.5 Health, dental, vision and medical spending account benefits may be maintained during approved leaves of absence according to COBRA continuation rules. Continuation of life and long-term disability insurance benefits is subject to terms and conditions of the Plan Certificate and insurance policies.

ARTICLE 19

PROFESSIONAL LEAVES

- 19.1 PURPOSE. A full-time faculty member with at least seven (7) academic years of teaching service at the University may be granted professional leave with pay not to exceed one (1)

academic year to engage in further education, research, or other program of professional improvement that can contribute directly to the improvement and development of the faculty member and the University.

- A. "Academic years of teaching service" means two (2) semesters of academic responsibilities (teaching, research, etc.) in a given calendar year. Years of partial service may accumulate to equal the equivalent of a year of service. Third semester teaching (e.g., summer teaching for faculty on nine- (9) month contracts) does not count toward the accumulation of years of service.
- B. Summer term will not normally be considered as available for professional leave.
- C. Professional leave taken as part of a faculty improvement program established under this Article shall not be deemed to be in lieu of released time or assigned duty in connection with a specific research, scholarly, or creative program.
- D. Upon completion of professional leave, a faculty member starts accruing time toward eligibility for the award of his/her next professional leave as of the date of his/her resumption of normal academic duties unless the faculty member's leave was deferred under the provisions of Articles 19.4 E and 19.4 F. In that case, the eligibility for future professional leaves of those deferred shall be calculated from the point at which they would have returned from leave in their original proposal.
- E. Additional compensation during the period of leave. A faculty member on professional leave under this policy will not hold a paid position unless that position can be shown to assist him/her professionally. Should he/she hold such a paid position, however, the sum of professional leave salary and additional funds in the form of grants, stipends, gifts or pay shall not exceed the amount of the normally contracted salary, with the exception of such funds as are allocated in a grant for special expenses such as equipment, books, professional travel, etc.

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

- A. The faculty member must have tenure effective as of the date of the beginning of the professional leave.
- B. Leaves of absence from faculty assignments without pay which occur during the seven (7) year period do not count toward eligibility for professional leave. On the other hand, such leaves of absence will not be considered to have substituted for faculty professional leave with pay as defined here.
- C. The second and subsequent instances when a faculty member accepts a Fulbright Scholarship or similar award within a seven (7) year eligibility cycle do not count toward eligibility for the next professional leave.
- D. Professional leaves are contingent upon staffing, resources, and scheduling requirements. Colleges must offer assurance that requested professional leaves can be accommodated at no additional cost.

- E. To assure that the University shares in the benefits of the professional leave, faculty members taking professional leave agree to return to Cleveland State University for at least two (2) semesters (excluding summer) after completing their professional leave or to refund the compensation paid by the University during the leave, unless this obligation is specifically waived or deferred by the University.

19.3 PERIOD OF LEAVE, AND WORKLOAD.

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

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

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

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

- A. Applications from faculty members seeking professional leave during the following academic year should be submitted to the department office, or in colleges that do not have departments, to the office of the Dean by November 15. The proposal should include the following:
 - (1) An indication of the specific semesters for which the leave is requested;
 - (2) A plan that defines carefully and as completely as possible the purpose of the leave and specifies clearly its expected outcomes;
 - (3) A description of any fellowship and/or grant pending or secured at the time of making application for professional leave;
 - (4) A current curriculum vitae.
- B. The Department Chairperson will initiate a review by a faculty committee of the proposals submitted. The primary criterion shall be the merits of the proposal, bearing in mind that the purpose of professional leave is to enable faculty members to engage in further education, research, or other program of professional improvement which can contribute directly to the improvement and development of the faculty member and the University. The faculty committee should also keep in mind the maintenance of departmental standards and responsibilities for all ongoing programs.
- C. Department Chairpersons are responsible for making advance arrangement to provide adequate coverage for a faculty member on professional leave. Duties of persons on professional leave normally will be assumed by the remaining faculty. If a faculty member is on leave with less than full salary, the remaining part of his/her budgeted salary may be used for (partial) replacement. No professional leave shall be granted which requires a compensating addition to the permanent faculty or staff.

- D. All applications from the department, along with an evaluation from the faculty review committee and a statement from the Chairperson evaluating the application and indicating how adequate coverage will be provided for the faculty member in his/her absence, shall be forwarded to the appropriate Dean.
- E. The Dean will initiate a review of all applications by a faculty committee. The committee will review the department-level assessments of the quality of the proposals. The committee should also bear in mind the necessity of providing adequate coverage for the faculty member in his/her absence, and the necessity for maintenance of departmental and college standards and responsibilities of all ongoing programs. Deans are to assure that all leaves in the College are recommended on a “break even” or “no cost” basis to the college. Approved two-semester leaves may not subsequently be reduced to one-semester leaves unless mutually agreed otherwise. If the number of proposals exceeds the number that can be supported without additional cost or if all applicants cannot be accommodated because of bona fide instructional obligations, then the Dean may limit the number of proposals that are recommended by the college. In this case, the committee should prioritize the proposals with positive recommendations being determined in the following order:
- First, faculty members who were denied leave due to funding shortfalls in the previous year;
- Second, faculty members who have applied for a full-year leave;
- Third, faculty members who have never had a professional leave;
- Fourth, faculty members with the longest time since their last professional leave;
- Fifth, faculty members with the longest continuous full-time service in the University.
- After such priority lists are made, Deans shall give timely notice to any faculty members whose leaves are at risk of being deferred.
- Eligible faculty members who are asked to defer professional leave will be accorded first priority in the following year. The eligibility for future professional leave of those deferred shall be calculated from the point at which they would have returned from leave in their original proposal.
- In any event, the Dean shall issue a statement indicating how adequate coverage can be provided for the faculty member in his/her absence as part of the Dean's recommendation to the Provost.
- F. Faculty members whose application for a leave was deemed of acceptable quality but denied as a result of a funding shortfall on the college level may reapply the following year. Such applications shall be reviewed again by department and college-level committees and, if again found of acceptable quality, shall be funded -- as long as the university can do so on a “break even” or “no cost” basis at the university level.
- G. Applications, to be considered by the Provost, must include the recommendations of the applicant's departmental committee, the Chairperson, the college committee, and the Dean.

- H. The Provost shall, in turn, make recommendations on faculty professional leaves to the President. The President shall make his/her recommendations to the Board of Trustees for final approval at its April meeting, or earlier if there is no April meeting.
- I. Within ninety (90) days of returning to University duties, a faculty member shall submit a written report of activities during the period of professional leave. The report should be submitted to the Department Chairperson, who shall comment upon the report in writing. The report and comments shall be forwarded simultaneously to the Dean and the Provost.

ARTICLE 20

STUDENT FEE AUTHORIZATION PROGRAM

- 20.1 **Eligibility and Description.** The student fee authorization program at Cleveland State University is an educational assistance program for spouses, registered same-sex domestic partners and eligible dependent children of full-time employees. Fee remission as described in this Article will be provided for full instructional and general fees charged for enrollment in credit courses by undergraduate students and for half of the total instructional and general fees charged for enrollment in credit courses by graduate and professional students. Benefits apply only to the in-state portion of any fee. The Student Fee Authorization Program may not be used for Continuing Education courses. For those who wish to enroll in “premium-priced” programs, the benefit shall not exceed the standard law, graduate or undergraduate tuition.
- 20.2 **Application/Information.** Employees’ spouses, registered same-sex domestic partners and eligible dependents who choose to participate in the Student Fee Authorization Program must follow the University’s application and enrollment procedures.
 - 1. Applications for the Student Fee Authorization Program may be obtained from the Department of Human Resources Development and Labor Relations website. Fee remission benefits may be subject to Federal and State of Ohio taxation. If deemed to be taxable, benefits received under this program are treated as taxable income of the CSU employee rather than the student. Any taxable benefits are subject to federal tax withholding requirements. Tax withholding, if applicable, will be deducted in four equal installments from the employee’s last four paychecks of the semester during which the benefit is provided. Tax information will be provided at that time.
 - 2. Complete the application fully and obtain both the student’s and employee’s signature. In the case of students qualifying for the program under exceptions, Human Resources will sign for a deceased employee.
 - 3. The employee must take the completed and signed application to Human Resources, show an ID and obtain certifications.
 - 4. The application may now be submitted with registration in lieu of or in addition to fees.

NOTE: Incomplete applications may be returned, which could result in late registration. If upon audit the student fails to qualify for the Student Fee Authorization Program, a late registration fee may be added to the student’s invoice.

- 20.3 **Eligibility of Spouses, Registered Same-sex Domestic Partners and Children.** For spouses,

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

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

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

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

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

20.5 Changes in Employment Status.

1. In the event of a qualifying employee's death, eligibility will be continued for a spouse, registered same-sex domestic partner and/or children regardless of their registration status at that time.
2. With ten (10) years of service, in the event of a qualifying employee's retirement or total disability (under OPERS, STRS or Social Security), eligibility will be continued for a spouse, registered same-sex domestic partner and/or children regardless of their registration status at that time.
3. If an appointment is continued at less than full-time, or if a leave of absence without pay is granted, eligibility is continued for two (2) full semesters beyond the date of the change in status. If an appointment is terminated as a result of a reduction of the workforce, benefits are extended for a period of two (2) full semesters for those who have been attending Cleveland State University during the two (2) academic terms immediately preceding the layoff. In the event of any other termination of active service with the University, the Fee Authorization Program eligibility ceases.

ARTICLE 21

OUTSIDE EMPLOYMENT

- 21.1 Faculty members are frequently called upon to render professional counsel or service to public or private agencies for which compensation is direct and in excess of the terms of University contracts. Such services are encouraged if they fulfill a responsibility of the University to the

community at large and provide invaluable professional experiences to faculty members. It is understood, however, that such activities shall in no way limit the extent or quality of a faculty member's obligation to the University or his or her profession. There are three levels of such activities:

A. Activities that have a minimal impact on the faculty member's University or professional obligations, e.g., keynote speeches, paid reviews of research articles, books or creative works, and tenure reviews for other universities.

B. Activities that have a somewhat substantial one-time impact on the faculty member's University or professional obligations, e.g., teaching short courses or workshops, consulting on projects for business, government or nonprofit organizations, expert testimony and self-employment.

C. Activities that have a substantial and continuing impact on the faculty member's University or professional obligations, e.g., long-term consulting relationships with business, government or nonprofit organizations, expert testimony and self-employment.

The activities described in part A. above are exempt from the pre-approval requirements specified in the remainder of this article but shall be included in the annual spring semester report of extramural employment.

Before performing activities described in parts B. and C. above, a faculty member must obtain the written approval of the Department Chairperson/School Director and the Dean, such approval not to be unreasonably denied. In no event shall she or he accept a regular salary or annual retainer for counsel or services without the written consent of the Provost.

Faculty members shall not engage in any outside employment activity which competes directly with the University in its pursuit of grants, awards, projects and other sources of funding. In addition, outside employment will not be undertaken which violates Ohio's ethics laws governing public employees.

The use of the name, symbol, or address of Cleveland State University in any extramural employment agreement is prohibited. University facilities, equipment, and materials may be used for such purposes only with the prior express consent of the Administration and according to explicit terms for reimbursement.

Department Chairpersons and Deans shall at all times be kept informed in writing of the extramural employment of faculty members. Faculty shall submit a report of such activities, indicating the number of hours and for whom the work was performed, to the Dean in the spring semester of each academic year. Consulting activities should make a contribution to the enrichment of the teaching and/or research competence of the faculty member.

- 21.2 If the Dean believes that a faculty member's outside activities interfere with the extent or quality of the faculty member's obligation to the University or his or her profession or compete directly with the University in its pursuit of grants, awards, projects and other sources of funding, or if the faculty member fails to abide by the procedures set forth in Article 21.1, the Dean and the faculty member shall discuss the situation in an attempt to resolve any problems or misunderstandings. After such consultation, the Provost may order suspension or termination of any outside employment. Such orders to suspend or terminate outside employment may be appealed to the grievance and arbitration procedure in this Agreement. During the grievance procedure, the order

of the Provost affecting outside employment normally shall not force suspension or termination of existing contractual obligations, but shall prohibit the faculty member from extending or renewing any existing contractual obligation, or accepting any new outside employment. Nevertheless, if the Provost determines that continuing the outside employment impairs the faculty member's obligation to the University or his or her profession, the faculty member shall suspend or terminate the outside employment even if the order is challenged through the grievance and arbitration procedure.

- 21.3 Faculty are expressly prohibited from teaching for other educational institutions, colleges or universities while under contract, unless such teaching is a part of an inter-institutional agreement entered into by Cleveland State University or the faculty member has the prior written consent of the Department Chairperson/School Director and the Dean.

ARTICLE 22

PATENTS AND COPYRIGHTS

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

plant, including cultivated sprouts, mutants, hybrids and newly found seedlings, other than a tuber propagated plant or plant found in an uncultivated state, as such is further defined in 35 U.S.C. § 161, et seq.

- B. “Invention” includes discoveries, products, processes, compositions of matter and improvements that are or may be patentable.
- C. “Sponsored research agreement” includes any sponsored research grant, contract, fellowship, or other special arrangement to fund faculty research by third parties.
- D. “OSPR” means the Office of Sponsored Programs and Research.

22.5 DISCLOSURE

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

22.6 DISCLOSURE AND REVIEW PROCESS

- A. Within thirty (30) days of a disclosure of an invention, OSPR shall notify the inventor whether his/her disclosure is incomplete, with notations of the additional information required, or shall refer the disclosure to the Patent Review Committee.
- B. Within thirty (30) days of the receipt of the complete disclosure from OSPR, OSPR shall either (a) file a Provisional Patent application to protect the intellectual property for further evaluation; or (b) convene the Patent Review Committee, which shall make a recommendation about the invention to the President or the President’s designee.
- C. If the Intellectual Property is protected via a Provisional Patent, before the one-year protection is over, OSPR shall convene the Patent Review Committee, which shall make a recommendation about the invention to the President or the President’s designee.

- D. Within thirty (30) days of the receipt of the recommendation from the Patent Review Committee, the President or the President' designee shall notify the inventor of the disposition of the invention.

22.7 PATENT REVIEW COMMITTEE

A Composition and Appointment

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

B Duties

- (1) The Committee will review the merits of the invention and make recommendations to the President for the management of the invention, including its development, patenting, and exploitation.
 - (a) The Committee shall make an initial determination of whether the University or any other party has rights to the invention, and, if so, the basis and extent of those rights.
 - (b) If the Committee determines that the University has rights to the invention, the Committee will make one of the following recommendations to the President:
 - (i) The University should pursue legal protection of the invention, through patent or otherwise, and seek commercial development of the invention;
 - (ii) The University should dedicate its rights to the public, adhering to the wishes of the inventor or creator where feasible; or
 - (iii) The University should transfer or waive its right in favor of permitting the inventor or creator to protect and develop the invention at his or her own expense, and whether and what conditions should be attached to a transfer or waiver. At a minimum, such a transfer shall be subject to the retention of a non-transferable, royalty-free license in favor of the University to be used in connection with the University's mission of teaching, research, and service.

- (2) The Committee, on at least an annual basis, or more frequently, shall review the Patent Policy as a whole and recommend changes to the Contract Implementation Committee.
- (3) If there are two or more claimants to an invention within the University and they cannot reach an agreement as to how to share the benefits of the Policy, the Committee shall recommend to the President which of the competing claimants shall be considered inventors or creators for the purpose of this Policy and in what fraction they shall share in the benefits of the Policy.

22.8 DUTIES OF THE OFFICE OF SPONSORED PROGRAMS AND RESEARCH (OSPR)

OSPR will have the following duties related to the Patents Policy:

- A Upon request, provide advice and assistance to Researchers with respect to consulting agreements with industrial and other organizations that may involve rights to inventions within the scope of this Policy and provide advice and assistance to University officials who have responsibilities with respect to the approval of consulting arrangements;
- B Maintain a file for each invention disclosure and each notice and statement with respect to inventions that the faculty member is claiming were not supported by the University. Each file will contain a complete record of all actions;
- C Determine the form, detail, and supporting information required for disclosure of inventions and provide notice of these requirements to the University community and to individual inventors;
- D Where there are two or more persons associated with the University claiming to be inventors or creators of an invention in which the University has rights, encourage and facilitate an early agreement (in a form acceptable to the University) among those persons concerning which of the claimants shall be considered inventors or creators for the purposes of this Policy and in what fraction each shall share in the benefits of the Policy;
- E Assist the Office of University Legal Counsel in obtaining legal protection and arranging for licensing or other commercial development in those cases in which the University elects to pursue its rights, including preparing and prosecuting applications for patent, plant variety protection, and other legal protection; negotiating or assisting in negotiation of licenses and related agreements; and monitoring the collection of royalties or other related income; and
- F Prepare or assist in the preparation of all required reports on inventions.

22.9 SPONSORED RESEARCH

- A All rights to inventions resulting from sponsored agreements shall be controlled by the terms of those agreements. Before accepting funding and conducting research activities under any sponsored research agreement, faculty members, other employees, and students shall be fully informed by the OSPR of the terms of such agreements. Faculty members and other employees accepting support through sponsored research agreements shall be required to execute such agreements as will enable the University to conform with the requirements of the sponsoring agencies and shall abide by the terms of such

agreements.

- B When the University and an external sponsor enter into an agreement for research to be conducted with funds or facilities provided in whole or in part by external sponsors, any person who elects to conduct such research may be required by the University to enter into an agreement assigning all rights to inventions arising from such research to the University or to the external sponsor.
- C No person may enter into any agreement respecting the assignment, licensing, or exploitation of any patent or other rights to any invention developed in the course of research supported by funds or utilizing facilities administered by the University pursuant to an agreement with an external sponsor without the written consent of OSPR. Such consent shall be given or withheld in accordance with the objectives set forth in this policy.

22.10 RIGHTS TO INVENTIONS AND PATENTS; DISTRIBUTION OF INCOME

A Rights to Inventions

- (1) All rights with respect to inventions from research activities of faculty members, other employees, and students of the University that are supported by the University or by University facilities, equipment, or resources shall be assigned to and controlled by the University.
- (2) All rights with respect to inventions resulting from personal and independent research activities that are not supported by the University or by University facilities, equipment, or resources shall be the sole property of the inventor.
- (3) Upon request of the Patent Review Committee or OSPR, the appropriate University department chair or dean shall investigate and report to the requesting party the extent to which University facilities and resources were used to support research activities resulting in an invention disclosed in accordance with this policy.
- (4) All rights to inventions resulting from sponsored research grants, contracts, fellowships, or special arrangements shall be controlled by the terms of those agreements. Faculty members, other employees, and students accepting sponsored research grants shall execute such agreements in a manner that will enable the University to conform with the requirements of the sponsoring agencies and shall abide by the provisions of such agreements and the Sponsored Research section of this policy.

B Ownership Interest and Distribution of Income

- (1) At the time that the Invention Disclosure Form is filed with OSPR, the inventor shall assign all rights to the invention or discovery to the University.
- (2) Any net revenue deriving from an invention owned by the University, whether patented or not, and any ownership interest in a legal entity formed in connection with an invention owned by the University, shall be shared between the inventor(s) and the University according to the terms negotiated by the inventor(s) and the University.

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

22.11 COPYRIGHT POLICY.

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

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

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

22.12 MATERIALS SUBJECT TO COPYRIGHT

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

- A Literary works;
- B Musical works, including any accompanying words;
- C Dramatic works, including any accompanying music;

- D Pantomimes and choreographic works;
- E Pictorial, graphic, and sculptural works;
- F Motion picture and other audiovisual works;
- G Architectural and other technical drawings and designs;
- H Computer software;
- I. Distance education materials

22.13 RIGHTS TO AND EQUITIES IN COPYRIGHTABLE MATERIALS

The ownership of materials initiated and produced by authors who are University faculty members, other employees, or students shall remain with the authors, except for the following classes of works: (a) works for hire; (b) works for which the University has provided assistance beyond that usually accorded; and (c) works done under a sponsorship agreement between the University and an external agency. It is not intended that this policy change the traditional relationship between the University and faculty authors of textbooks and other scholarly and artistic works. Except for the three categories listed above, the University disclaims ownership of copyrights in textbooks, monographs, papers, articles, musical compositions, works of art and artistic imagination, unpublished manuscripts, dissertations, theses, popular nonfiction, novels, poems, electronic books and articles, examination materials and teaching materials, distance education materials, computer programs, and the like, except for a royalty-free license under and for the term of the copyrights in the materials for the University's internal use.

- A Works for Hire
Copyrightable materials produced by University faculty as the result of direct work assignments to meet specific objectives or as an assigned University duty other than general academic research and normal teaching assignments are "works for hire" for which copyrights belong to the University. A faculty member's general obligation to produce scholarly works does not constitute a specific University assignment for purposes of the "work for hire" doctrine, nor do research grants for specific scholarly projects provided by the University to faculty members fall under the "work for hire" doctrine. Unless the subject of a written agreement as described in Article 22.13 C below, modification of an existing University course to incorporate "hybrid" eLearning components or for delivery via distance education modalities does not, in and of itself, constitute a specific University assignment for purposes of the "work for hire" doctrine.
- B Externally Sponsored Works
Whenever the University and a third party undertake a sponsored research project, their grant agreement or contract shall determine the ownership of all copyrightable materials that are developed. If no provision is made for copyright, the University will own any work created, unless another agreement is reached between the University and the creator.
- C University-Supported Work
If the University provides assistance (hereinafter labeled "extra-ordinary assistance") beyond that usually accorded to faculty, other employees, or students

in their work, then the University may claim ownership of the copyright to works produced, unless the creator obtains written authorization from the University before using those resources. In general, a faculty member's obligation to produce scholarly works does not constitute a specific University assignment for purposes of the "work for hire" doctrine. Unless specifically identified as extra-ordinary assistance and agreed to by the faculty in writing before receipt of such assistance, the following do not constitute extra-ordinary assistance:

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

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

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

For works that are created with extra-ordinary University assistance, the rights and equities of ownership shall be negotiated and agreed upon in writing by the author(s) or creator(s) of the work and the Office of Sponsored Programs and Research (OSPR). OSPR, on behalf of the University, may agree to:

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

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

22.14 COPYRIGHT REVIEW COMMITTEE

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

22.15 DISTRIBUTION OF INCOME FROM COPYRIGHTED MATERIAL

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

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

- (2) Net income to the university resulting from the copyrighted material developed by members of the university faculty will be reinvested in faculty development and administered by the University Research Council (URC).
- (3) Determination of net financial returns as used in this policy shall be made by OSPR for the University in accordance with generally accepted accounting principles.

ARTICLE 23

ACADEMIC WORKPLACE ENVIRONMENT

23.1 The administration recognizes the importance of providing academically adequate classrooms, office space, laboratories, studios, materials, supplies and equipment, clerical support, library and instructional media services, computer facilities, and electronic and telecommunication facilities for faculty engaged in undergraduate, graduate and professional instruction, research, and creative activities.

23.2 PROFESSIONAL DEVELOPMENT FUND. The purpose of the Professional Development Fund

is to afford each faculty member the opportunity to improve scholarship, teaching, and/or service in pursuit of the goals of the university. Both the CSU Administration and the CSU-AAUP recognize the importance of continuous improvement in the skills and accomplishments of the faculty in these areas. We therefore continue this fund as follows:

During each year of this contract, including the first year, each college shall provide a sum of no less than \$1,250 for each tenure track faculty member for professional development during the current fiscal year. Professional development expenses may include but are not limited to: travel, software, hardware, books, journals, and research equipment and supplies. This fund shall not be used to supplant routine hardware replacements. It may be used to replace hardware more frequently than the usual scheduled replacement cycle or to upgrade existing hardware. The individual professional development fund will be allocated per department and is to be spent for the above purposes by each eligible faculty member subject to the approval of the department chair. Unused funds shall be carried forward from one fiscal year to the next by the department on behalf of each eligible faculty member. Unused funds at the end of a given fiscal year, up to a maximum of \$3,750, may be carried over into a subsequent fiscal year in the faculty member's account.

In the event of budgetary reductions caused by mandated cutbacks of revenue, the administration will notify the Contract Implementation Committee. If the Committee finds there is no reasonable alternative, then the professional development funds may be reduced during the next academic year for that year only.

- 23.3 Before moving a faculty member from an assigned research laboratory or studio space, the administration shall communicate to the faculty member in writing the reason(s) for the move. In such cases, the administration shall consider the productivity of the potentially affected faculty member.
- 23.4 Whenever laboratory or studio space is reallocated or assigned to a new faculty member, it must be inspected and approved by the Director of Safety and Environmental Services before the new occupant moves in.
- 23.5 It is a faculty member's responsibility to follow University health and safety policies, which may include the wearing of personal protective equipment and the mandatory attendance at health and/or safety-related training sessions. It is the Administration's responsibility to establish and to update University health and safety policies and to inform faculty members of changes in those policies and procedures. It is the Administration's responsibility to develop timely and appropriate health and/or safety-related training sessions for faculty.

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

ARTICLE 24

REIMBURSABLE EXPENSES

- 24.1 The University shall pay the cost of obtaining or renewing any license, registration or certification (excluding travel expenses and the completion of terminal degrees) that an employee must hold as a condition of employment at the University. The University shall also pay the membership costs for professional associations an employee is required to join in order for the University to maintain accreditation as deemed necessary by the University. Courses/programs that are taken/attended to meet certification, licensure or registration requirements as a condition of employment at the University shall be reimbursed by the University unless they are offered at CSU through the University's Faculty Development Program.

ARTICLE 25

PAY DAYS, PAYCHECKS AND PAYROLL PROCEDURES

- 25.1 Faculty members on nine-month contracts or renewal notices may elect to be paid over the academic year (nine months) or over the calendar year (12 months). Faculty members will have their paycheck deposited directly into a bank or credit union account. The CSU Administration reserves the right to implement a unified university-wide payroll system in which all employees of the University would be paid on a bi-weekly basis.
- 25.2 The Administration shall cooperate with faculty members who choose to participate in a tax-sheltered annuity option plan by making a payroll deduction from each appropriate paycheck and making the payment to the approved annuity carrier selected by the faculty member. Faculty members may select any of the approved qualified companies offering these plans and may change companies at their own discretion, subject to the rules and regulations of the carriers, the University, and the Internal Revenue Code.
- A The Administration shall make arrangements to approve any available annuity carrier to which more than forty (40) faculty members contribute. During each academic year all faculty members shall be invited to propose new annuity carriers. Approved annuity carriers may be disapproved if fewer than forty (40) faculty members are making contributions to that carrier.
- 25.3 The Administration shall continue to pick up the STRS contribution for each faculty member on a pre-tax basis.
- 25.4 The University will facilitate purchase of eligible past service credit through payroll deduction for STRS on either an after-tax or pre-tax basis, according to the faculty member's election, and subject to the rules of STRS and the Internal Revenue Code.

ARTICLE 26

PERSONNEL FILES

- 26.1 All personnel files in the University are public information. Faculty members will have access to their personnel files upon making a written request to the Provost two (2) working days in

advance of the time they wish to inspect the file.

- 26.2 Upon written request to the Provost, any member of the bargaining unit shall be given, at no cost to the member, a copy of any item(s) contained within that member's files within three (3) working days.
- 26.3 Upon written request to the Provost, any member of the bargaining unit shall be permitted to attach a written response to any item(s) in the member's file(s). This written response shall be stapled to the item(s) designated by the faculty member and shall become a part of the file.
- 26.4 No anonymous letters of commendation or complaint shall be placed or maintained in any faculty member's personnel files at any time.
- 26.5 Any request to see a faculty member's file(s) must be made in writing. A faculty member whose file has been requested by a third party shall be notified of the request. The request for access shall not be complied with until three (3) working days after the notification has been given to the faculty member whose file has been requested. A member of the Provost's office or the Human Resources office shall be present whenever a file is being examined by any person outside those offices.
- 26.6 Location: The Official Personnel File for each full-time faculty member shall be maintained in the Provost's Office. Working files for individual faculty needed to carry out the day-to-day administrative functions of departments/colleges may be kept in the offices of the faculty member's Department(s) and the Dean of the College. Upon written request to the Chair or Dean, as appropriate, faculty members shall have access at reasonable times to their working files.
- 26.7 Contents: The Official Personnel File for each faculty member will contain the following:
 - A Letter of application and all materials requested or received by the University from persons other than the applicant in connection with the faculty member's original employment, including official academic transcripts;
 - B Letter of appointment and faculty member's contracts;
 - C Documents relating to tenure and promotion in rank assembled in accordance with University regulations, practices and policies or the terms of Article 12.
 - D Documents pertaining to salary recommendations;
 - E Documents pertaining to the faculty member's professional activities and accomplishments;
 - F Reports of outside employment as specified in Article 21;
 - G Formal evaluations of the faculty member's professional performance or activities, including fourth and fifth year reviews;
 - H Professional leave reports as specified in Article 19;
 - I Information pertaining to complaints against faculty members after all steps of the

internal procedure for their resolution have been exhausted;

J Information pertaining to professional misconduct after all steps of the internal procedure for handling professional misconduct issues have been exhausted;

K Disciplinary records; and

L Information pertaining to terminations.

26.8 Grievance files: Only the final written resolution of any grievance pursuant to Article 9 filed by a faculty member shall be included within the personnel file of the faculty member.

26.9 Other files: Nothing in this policy precludes the maintenance and retention of individual information dealing with routine matters such as payroll records, fringe benefits, worker's compensation records, medical information, leaves of absence, I-9 and citizenship status records.

26.10 Effective date: This policy shall be in effect by March 17, 1997.

ARTICLE 27

DISCLOSURE OF INFORMATION

27.1 The Provost shall, upon written request, as promptly as possible, make available to CSU-AAUP such statistics and financial information as are necessary for the implementation of the Agreement.

27.2 By October 1 of each year, the Administration shall provide CSU-AAUP with an updated list of each member of the bargaining unit, along with each member's rank, base salary, department, years in rank, tenure status, gender, phone extension and home mailing address.

A Upon mailing an appointment letter to a new full-time faculty member, a copy of that letter shall be sent simultaneously to CSU-AAUP. The letter shall include name, home mailing address, rank, base salary, the effective date and length of the appointment, and the text of Article 12.16 B (1) from this Agreement.

B By October 31, January 31, April 30 and July 31 each year, the Administration shall provide a listing of the following changes, if any, to the bargaining unit during the previous three months: new hires, terminations, retirements, resignations, deaths, movement out of the unit into administrative positions and movement into the bargaining unit from administrative positions. The listing shall also contain each affected bargaining unit member's name, title, department, base salary, tenure status, rank, home mailing address and telephone number.

27.3 The Administration shall provide CSU-AAUP with one copy of the agenda and materials for all Board of Trustees meetings and Board committee meetings when they are distributed to other Board members. After minutes are approved, CSU-AAUP shall receive one copy of minutes for each Board or committee meeting.

27.4 The Administration shall provide CSU-AAUP with a copy of the audited Annual Financial Report immediately upon release.

- 27.5 By October 1 of each year the Administration shall provide the CSU-AAUP a list of all full-time, non-student University employees as of September 1 indicating each individual's title, department and annual salary.
- 27.6 Each semester, the CSU Administration shall collect and share data with the CSU-AAUP on the number and proportion of course sections and student credit hours taught by tenure-track faculty in both the clinical and traditional tracks, by research and public service faculty, by part-time faculty, by college lecturers and visiting faculty, by retired tenure-track faculty teaching on part-time contracts, and by non-CSU employees. The data shall be provided to the CSU-AAUP by the end of each semester.

ARTICLE 28

LEGAL PROTECTION

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

ARTICLE 29

CHAPTER RIGHTS

- 29.1 The CSU-AAUP shall continue to be permitted reasonable use, to the extent permitted by law, of University facilities, services and publications on the same basis and at the same cost as other recognized campus organizations.
- 29.2 Office space shall continue to be retained at KB 1401, or a mutually-agreed-upon space, at no cost to the chapter beyond telecommunication charges incurred by the chapter.
- 29.3 A secured bulletin board for the CSU-AAUP shall continue to be provided in Rhodes Tower.
- 29.4 The Chapter shall continue to be allowed to establish up to five phone mail distribution lists through telecommunication services.
- 29.5 Phone mail with space for five messages shall continue to be provided on the Chapter's campus extension line.
- 29.6 Effective with the 2011-2012 academic year, the CSU-AAUP shall be allowed up to twenty-eight (28) semester credit hours of released time per academic year to be assigned to its officers. In the academic year in which the negotiations for a successor agreement commence, the released time allowed shall be increased to thirty-two (32) semester credit hours. The CSU-AAUP shall purchase the released time at the rate of \$1,450 per semester credit hour. The CSU-AAUP may not buy out the entire teaching workload assignment of any faculty member in any academic year.

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

- 29.7 At no cost to the CSU-AAUP, the Chapter will be provided with: an E-mail account, a link for maintaining a web page accessible on the World-wide Web, a cable connection to the University computer network, and a listing of CSU-AAUP Chapter office telephone numbers in the University's white pages entry with the name: "Am. Assoc. of Univ. Prof."
- 29.8 Each academic year, the CSU-AAUP shall be permitted to purchase two (2) regular faculty/staff parking permits at the price(s) normally charged faculty members.
- 29.9 The University shall recognize service to local, state, and national AAUP as "professional service" as defined in Article 13.1 except for service that exercises the release time provisions of Article 29.6 and service on the chapter's negotiating committee.

ARTICLE 30

GOVERNANCE

- 30.1 The CSU Board of Trustees/Administration and CSU-AAUP recognize the necessity of faculty participation in the making of academic and educational policies not subject to collective bargaining. The Cleveland State University Board of Trustees/Administration and the CSU - AAUP recognize and affirm the Faculty Senate as the appropriate instrumentality for faculty participation in the governance of the University and fully support an independent and effective Faculty Senate.

ARTICLE 31

DISTANCE EDUCATION

- 31.1 **Definition.** Distance education is defined as a formal educational process in which the instruction occurs when student and instructor are not in the same place. Instruction may be synchronous or asynchronous. Distance education may employ audio, video, or computer technologies. The initiative for distance education courses/programs may come from either the faculty or the administration, but the actual development of such courses/programs will be mutually agreed between the faculty members(s) and the chair or dean.
- 31.2 **Academic Freedom and Control of the Curriculum**
- A Academic freedom applies to both distance education and traditional classroom instruction, as guaranteed in Article 10.
- B Methods of instruction and course materials are under the control of the faculty

member(s) assigned to develop and/or teach the distance education course. For team-taught or interdisciplinary courses, the faculty involved should share this responsibility. Oversight by the faculty member's colleagues within the department or program shall be subject to the usual norms and responsibilities of supervision and oversight associated with the functions of the department or program.

- C Distance education courses (or modifications thereto) shall comply with all of the standard practices, procedures, and criteria which have been established for traditional courses including, but not limited to, faculty involvement at the level of course development and approval, selection of qualified faculty to teach the course, pedagogical determinations about appropriate class size, and oversight of all final course offerings by the appropriate faculty committee to ensure conformity with previously established traditions of course quality and relevance to programs. Occasional adjustments (e.g. to office hour procedures) may be necessary in order to fulfill the intent of standard practices and procedures. In such cases, any adjustments shall require approval by the Chair or the Dean's designee.

31.3 Intellectual Property

- A If the University provides extra-ordinary assistance as defined in Article 22 of this contract in the creation of distance education materials, the materials created shall be considered University-supported work.
- B If the University-supported distance education materials are subsequently externally marketed, it is understood that the creator(s) and the University will share in any net revenue, based on an agreed-upon revenue sharing arrangement, with no restrictions on the use of such revenue.
- C The University may use such University-supported distance education materials for non-commercial educational purposes. Faculty shall retain all intellectual property rights to distance education materials created in the absence of a written agreement confirming that such materials are University-supported work. Faculty who create distance education materials in the absence of extra-ordinary assistance shall not be required to grant permission to the University for the use of such materials.
- D Such University-supported distance education materials shall not be used in circumstances that compete with Cleveland State University without the prior written consent of their creator(s) and Cleveland State University.

31.4 Workload and Compensation

- A **Class Size.** Determination of class size for a distance education class should comply with the standard practices, procedures, and criteria of the University, including the level of support (e.g., graduate assistants) that could be made available to faculty engaged in distance education.
- B **Preparation.** Faculty who agree to perform the initial development of a distance learning course or who agree to revise extensively a course for distance education delivery shall be entitled to appropriate compensation, to be consistent with University policy. If such compensation rises to the level of extra-ordinary

assistance as defined in Article 22, this shall be agreed upon in writing in advance among the faculty member, the department chair, and the dean. Acceptance of compensation which does not rise to the level of extra-ordinary assistance as defined in Article 22 constitutes an understanding that at least three additional sections of the course will be offered in an appropriate sequence over the next several years; the faculty member will serve as instructor or will train other faculty to teach the course. Possible forms of compensation, which, without prior written agreement, do not rise to the level of extra-ordinary assistance as defined in Article 22, include the following:

- (1) an appropriate reduction in teaching workload assignment in an academic term or terms as agreed upon by the faculty member and the administration;
- (2) the addition of an appropriate number of credit banking points to the faculty member's credit bank (as per Article 13 F of this Agreement);
- (3) an appropriate one-time cash payment in the form of a course development grant, if such grants are available (to be paid upon completion of the development of the course).

C Travel Reimbursement. Faculty shall be entitled to travel reimbursement for travel directly and necessarily related to the distance education assignment in accordance with applicable University guidelines. Travel reimbursement shall be agreed to by the faculty member and the chair or dean prior to the faculty member's beginning to develop or to teach a distance education course.

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

ARTICLE 32

ADHERENCE TO LAW

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

ARTICLE 33

SAVINGS PROVISION

33.1 If any provision of this Agreement conflicts with the provision of any applicable federal or state statute, or Executive Order having the effect of law, now in force or hereafter enacted, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Administration and the Association will meet within thirty (30) days after the conflict in

law/statute is brought to the formal attention of the parties, for the purpose of negotiating new language in that provision which will meet their requirements and that of the law.

ARTICLE 34

ENTIRE AGREEMENT

- 34.1 The parties acknowledge that each had the full right to make proposals with respect to any subject, and that, after exercising that right, all the parties' understandings are set forth in this Agreement. The terms of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- 34.2 Notwithstanding Article 33.1 above, during the terms 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.
- 34.3 To facilitate the implementation of this Agreement and to assure a continuing dialogue on matters of mutual concern, the parties accept the concept of periodic meetings of a Contract Implementation Committee (CIC) consisting of three members appointed by each party. Each party will appoint one member as co-Chair. Either party may request that a meeting be held to discuss implementation or problems arising under this Agreement. This meeting shall be held as quickly as is convenient following such request. Decisions shall remain in force unless subsequently modified by the CIC or a subsequent agreement.
- 34.4 The Administration shall not be obligated to continue any practice, policy, pronouncement or benefit and the continuation or modification of any such practice, policy, pronouncement or benefit shall not be considered as creating an obligation to continue that or any other practice, policy, pronouncement or benefit.

ARTICLE 35

DURATION

- 35.1 This Agreement shall be effective August 16, 2011 through August 15, 2014.

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

CLEVELAND STATE UNIVERSITY

AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS—CSU CHAPTER

By: _____
Ronald M. Berkman
President

By: _____
F. Jeff Karem
President, CSU-AAUP

By: _____
Robert J. Pietrykowski
Chief Negotiator

By: _____
F. Paul Doerder
Chief Negotiator

DATE: _____

APPENDIX 1

Basic Life Insurance Plan Summary

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

Optional/ Spouse Life Insurance Plan Summary

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

Premium paid by Employee; Age-based rate schedule.

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

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

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

Memorandum of Agreement

A detailed statement of options regarding parental leave and other unpaid leaves available to faculty members shall be included in a faculty handbook or other communication to faculty members.

For CSU-AAUP:

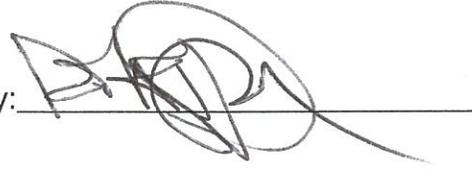
4/25/11

By:

A handwritten signature in blue ink, appearing to be "D. Deane", written over a horizontal line.

For CSU Administration:

By:

A handwritten signature in black ink, appearing to be "A. Deane", written over a horizontal line.

Memorandum of Understanding

This Memorandum of Understanding regarding the development of specific criteria to assure University-wide application of standards for granting promotion and tenure (Article 12.13) as stipulated in the Collective Bargaining Agreement between Cleveland State University and the American Association of University Professors-CSU Chapter extending for the period August 16, 2011 through August 15, 2014 is made by and between the two parties. The parties hereby agree as follows:

1. A collaborative committee composed of an equal number of faculty appointed by the Faculty Senate after consultation with the CSU-AAUP and academic administrators appointed by the administration shall develop specific criteria to ensure uniformity and consistency in the application of promotion and tenure standards across the University. The committee shall review and recommend revisions/additions to the current process.
2. The committee shall submit its recommendations to the Provost on or before September 1, 2012.
3. The Provost shall take action on the report and recommendations within sixty (60) calendar days following the receipt of the same.

FOR THE CSU-AAUP CHAPTER

By:  _____

Date: 7/12/2011

FOR THE CLEVELAND STATE
UNIVERSITY ADMINISTRATION

By:  _____

Date: 7-12-11

Memorandum of Understanding
7/12/2011

Certain Articles, listed below, contained in the Agreement between Cleveland State University and American Association of University Professors CSU Chapter dated August 16, 2010 through August 15, 2011, have been removed from the successor Agreement dated August 16, 2011 through August 15, 2014. Those articles are:

- Article 11.3 Classroom responsibilities (except preamble)
- Article 13.2-13.4 Faculty development plan
- Article 15 Off-campus teaching
- Article 16 Faculty/student ratio
- Article 22 Holiday Observances
- Article 24 Retirement
- Article 25 Emeritus faculty
- Article 29 Parking facilities
- Article 30.1 & 30.2 Travel & other reimbursable expenses
- Article 31 Library
- Article 32 Recreation facilities
- Article 33 Provision and use of University postage

It is understood that the policies conveyed by these Articles remain as University policies until modified by appropriate procedures of faculty governance and/or the Provost.



For CSU Administration

7-13-11
Date



For CSU AAUP

7/13/11
Date