

COLLECTIVE BARGAINING AGREEMENT

Effective August 23, 2020

KENT STATE UNIVERSITY

AND

**THE FULL-TIME NON-TENURE TRACK
FACULTY OF THE
AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS,
KENT STATE CHAPTER**

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Preamble

THIS AGREEMENT is made and entered into this 23rd day of August, 2020, by and between KENT STATE UNIVERSITY (hereinafter called the "University") and the FULL-TIME NON-TENURE TRACK FACULTY UNIT, of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereinafter called the "Association").

Intent and Purpose

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

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

The parties have engaged in the collective bargaining process in full and in good faith and it is not their intent to otherwise alter the policies, processes and procedures of the University affecting members of the bargaining unit except as expressly and explicitly provided for in this Agreement.

It is also not the intent of this Agreement, or of the parties thereto, to contravene the constituted authority of the Board of Trustees or the recognized and duly-established role(s) of the faculty in the governance of the University. Accordingly, the Association recognizes the exclusive right and authority of the Board of Trustees of the University to establish policies and procedures and to modify, amend or terminate those policies and procedures from time to time. Further, the Association recognizes the right and exclusive authority of the duly-constituted faculty committees of the University to advise and make recommendation with regard to the establishment of policies and procedures affecting the University's faculty, including members of this bargaining unit, and to advise and make recommendation with regard to the modification, amendment or termination of those policies and procedures during the life of this Agreement.

ARTICLE I Definitions

Section 1. Whenever the following terms are used in this Agreement, they shall be defined as set forth in this Article, unless specifically provided for otherwise in this Agreement.

- A. *"academic unit"* – the academic administrative structure in which FTNTT Faculty members hold academic status and their primary appointment. Currently, these include units identified as Departments, Schools, and Colleges without Departments or Schools (the Colleges of Architecture and Environmental Design, Nursing, Public Health, Aeronautics and Engineering, and the College of Applied and Technical Studies) and the University Libraries.
- B. *"Agreement"* – this collective bargaining agreement as entered into by the University and the Association.
- C. *"Association"* – the Full-Time Non-Tenure Track Faculty Unit of the Kent State Chapter of the American Association of University Professors (AAUP-KSU). AAUP-KSU is an independent affiliate of the American Association of University Professors.
- D. *"College"* – either the academic administrative structure which includes Departments or Schools or the academic administrative structure which is identified as a College without Departments or Schools. The academic administrative officer of a College is the Dean.
- E. *"continuing FTNTT Faculty member/member of the bargaining unit"* – a FTNTT Faculty member (member of the bargaining unit) who was also employed as a member of the bargaining unit for at least one full semester of the immediately preceding academic year; as distinct from a new hire, a full-time tenured/tenure-track faculty member, a part-time faculty member or an administrator with faculty rank who becomes a member of the bargaining unit for the first time effective with, or during, the referenced academic year.
- F. *"days"* – calendar days.
- G. *"Department Chair/School Director"* – the academic administrator of an academic Department/School in which FTNTT Faculty members hold their primary appointment. Unless explicitly noted otherwise, all instances of "Department Chair" also refer to "School Directors".
- H. *"FTNTT Faculty," "members of the FTNTT Faculty," and "FTNTT Faculty members"* – the full-time faculty of academic rank who hold non-tenure track appointments at the University and who, therefore, are members of the bargaining unit as defined in Article II of this Agreement.
- I. *"Faculty Employment Contract"* – the annual employment contract provided by the University to each FTNTT Faculty member. Normally, Faculty Employment Contracts are for nine months and cover the regular academic year (see M below) as well as the

intersession between the fall and spring semester (see Article XIX, Section 4 of this Agreement). The University may, in its sole discretion, offer a FTNTT Faculty member a twelve-month Faculty Employment Contract if programmatic need supports the position (see Article IX, Section 1.B).

- J. *"intersession"* – the period between the fall and spring semester and the period between the end of the spring semester and the beginning of the summer terms.
- K. *"Kent State University"* – a state university as defined in Ohio Revised Code, Section 3345.011, located in Kent, Ohio and including the following regional campuses: Kent State University at Ashtabula, Geauga, East Liverpool, Salem, Stark, Trumbull, and Tuscarawas.
- L. *"Regional Campus"* – a campus of the University other than the Kent Campus where resident FTNTT Faculty members assigned to the campus have rights and responsibilities in addition to those to the academic unit of their academic discipline or program.
- M. *"regular academic year"* – the period from the beginning of the fall semester and continuing through the completion of the spring semester. The regular academic year does not include the summer terms or intersessions as defined in this Agreement.
- N. *"University"* – as utilized in this Agreement, refers to the executive officers and designated administrative officers of Kent State University authorized by the Board of Trustees to exercise the rights and discharge the responsibilities of Kent State University in accordance with Chapter 4117 of the Ohio Revised Code, pertaining to federal and state statutes and regulations, and the terms of this Agreement.

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

- A. It is understood that all gender-based references in this Agreement refer to individuals regardless of biological sex, gender expression, or gender identity and that the singular shall include the plural whenever applicable.
- B. Headings and captions are used in this Agreement for the purposes of convenience only and do not carry any substantive meaning.

ARTICLE II
Recognition, Dues Deduction and Association Rights

Section 1. Recognition

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

- A. The bargaining unit shall include all Kent Campus and Regional Campus Full-Time Non-Tenure Track Faculty members whose primary duty is to provide credit instruction and/or other services to the University, whose appointment is solely determined by the University, whose salary is funded from the resources of the University or from external sources, and whose annual faculty employment contract specifies appointment to a fulltime position (100% load) and which confers faculty status at the rank of lecturer, associate lecturer, senior lecturer (without terminal degree), assistant professor, associate professor, professor (with terminal degree). The bargaining unit shall be as certified by the Ohio State Employment Relations Board (SERB) in case no. 95-REP-04-0087 and as modified in this Agreement by the parties from time to time. Current bargaining unit member eligibility shall be determined by the position stated on the individual annual employment contract. The University and the Association mutually agree that current full-time non-tenure track faculty positions in University Libraries are eligible for inclusion within the bargaining unit. A list of the current titles of full-time non-tenure track faculty positions in University Libraries will be maintained by the Dean of University Libraries or his/her designee.

The following shall be excluded:

1. President (including Interim and Acting)
2. Provost (including Senior Associate, Vice, Associate, Assistant, Interim and Acting)
3. Vice Presidents (including Associate, Assistant, Interim and Acting)
4. Deans and Directors of Libraries (including Associate, Assistant, Interim and Acting)
5. Academic Unit Chairpersons and School Directors¹ (including Interim and Acting)
6. Administrative Directors and Supervisors (including Associate, Assistant, Interim and Acting); Major Academic Program Directors and Supervisors (including

¹ Hereinafter singularly designated as unit administrator and the academic unit.

Associate, Assistant, Interim and Acting); Regional Campus Deans (including Associate, Assistant, Interim and Acting)

7. Adjunct², Part-time and Visiting³ Faculty
 8. Full-time Tenure-Track and Tenured Faculty
 9. Teaching Fellows, Graduate Assistants, Research Assistants and Fellows and University Fellows
 10. Administrative and Professional Contract Employees
 11. ROTC Personnel
 12. Athletic Coaches
- B. The terms "FTNTT Faculty," "members of the FTNTT Faculty" and "FTNTT Faculty members" whenever used in this Agreement are defined to include only those members of the bargaining unit who are included in the bargaining unit pursuant to Section 1 of this Article.
- C. The term "unit administrator" whenever used in this Agreement is defined to include the department chair, school director, dean of a College without departments or schools (i.e., College of Nursing, College of Architecture and Environmental Design, College of Aeronautics and Engineering, College of Public Health, College of Applied and Technical Studies and University Libraries or regional campus dean, as applicable.

Section 2. Dues Deduction

No member of the bargaining unit shall be required to become a member of the Association as a condition for securing or retaining employment at Kent State University. The University will deduct membership dues in amounts specified by the Association from the pay of members of the bargaining unit upon receipt of individually signed authorizations on a form which has been agreed upon by the University and the Association. If a FTNTT Faculty member has revoked membership in the Association, the Association will promptly notify the University. Upon receipt of such revocation, the University will stop the deduction of membership dues.

- A. Deductions for membership dues will be made from the pay based on forms submitted on or before the tenth (10th) of that month. All deductions, together with an alphabetical list

² *Adjunct faculty* status is an honorific designation denoting the affiliation with a Kent State University program or department of an individual whose primary employment is from outside the University or the department in which *adjunct* status is held. In the Division of the Regional Campuses, the title denotes part-time employment status.

³ A *Visiting Faculty* member most typically is a faculty member from another institution who is employed by the University in a full-time faculty capacity for a period normally not to exceed one (1) calendar year. In the event that a *Visiting Faculty* member should be employed in that capacity for a second consecutive year, the individual will become a member of the Full-Time Non-Tenure Track Faculty bargaining unit covered by this Agreement.

of names of members of the bargaining unit whose membership dues have been deducted, shall be transmitted to the Association no later than the fifteenth (15th) of the following month, and upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

- B. The University's obligation to make deductions for membership dues Fee shall terminate automatically upon termination of employment of the FTNTT Faculty member.
- C. The Association agrees that it will indemnify and hold the University harmless from any and all claims, damages, actions, or suits of any nature arising out of, related to, or in any way connected with the enforcement or application of this Article.

Section 3. Association Rights

- A. The University and the Association agree that all members of the bargaining unit shall have the right to join and support the Association for the purpose of engaging in collective bargaining or to refrain from joining and supporting the Association. The University, the Association, and members of the bargaining unit will not penalize or discriminate against any member of the bargaining unit because of his/her membership or non-membership in the Association, because he/she engages in or refuses or refrains from engaging in activity on behalf of the Association, or because he/she participates in or uses this collective bargaining agreement or refrains from doing so.
- B. During the Fall semester of each academic year, the University will furnish to the Association a list of all members of the bargaining unit showing the name, rank, salary, track, department and campus assignment. The University will also provide interim changes, including promotions, terminations and new hires of members of the bargaining unit and their departmental and campus affiliations to the Association by copy of the Board Books after each official Board meeting. If a change results in a FTNTT Faculty member becoming ineligible for membership in the bargaining unit, the University will notify the Association within ten (10) calendar days of the effective date of the change in status.
- C. The University agrees to make available to the Association during the term of this Agreement such data and information that is relevant to the enforcement or negotiation of this Agreement as provided pursuant to Ohio Rev. Code Ch. 4117 and as it may be amended or interpreted by the State Employment Relations Board. The University agrees to acknowledge requests and provide an approximate timeframe for the response within ten (10) days. The University guarantees only that the information provided pursuant to this article accurately sets forth the information in the University's possession at the time of the request. The University will inform the Association in a timely manner of any changes or corrections of omissions, errors, etc., that it discovers in information provided to the Association and that are reported to the office of the Associate Provost for Faculty Affairs.

- D. The Association will be afforded reasonable use of the University's physical facilities, including meeting rooms, classrooms, and auditoriums, for the limited purpose of transacting official Association business. Such use shall be subject to the same regulations established for campus organizations.
- E. The University agrees to extend to the Association general accessibility to University services, including duplicating, audio-visual, and food services, on the same basis that such are made available to campus organizations so long as such accessibility to University services is used by the Association only for activities and communication directly related to its role as sole and exclusive representative of the members of the bargaining unit and provided further it is not used to gain support for or in furtherance of any activity that would be in violation of Article XV of this Agreement.
- F. The University and the Association will publish the official version, with signatures optional, of the Agreement in PDF format on their respective websites.
- G. The University will permit the Association to purchase up to twenty-four (24) hours of workload release per academic year for each of the three (3) years of this Agreement for use by members of the bargaining unit designated by the Association at a rate of \$1,450.00 per credit hour or replacement cost, whichever amount is higher.

The Association will notify the office of Faculty Affairs in writing of the members of the bargaining unit for whom release time is requested no later than sixty (60) days prior to the start of the semester for which release time is sought, unless the Association and the Office of Faculty Affairs have agreed in writing to extend this deadline. The specific details of the release from duties will be worked out between the bargaining unit member for whom release time is requested and the appropriate administrative officer. Any unused portion of the Association's allotment of release time for a given academic year may be carried forward to the immediately following academic year.

1. The Association may purchase workload hours during the summer and/or intersession periods at the then current summer salary rate per credit hour.
2. No member of the bargaining unit may receive more than six (6) hours of release time in any one (1) semester or for the combined Summer Terms. Normally, no bargaining unit member will be released for more than twelve (12) workload hours in a calendar year. Release time will not be available for utilization during the Intersession(s) between the regular academic year and the established Summer Terms or between the semesters of the regular academic year. In no circumstances may the Association's purchase of workload equivalencies reduce the instructional portion of the faculty member's workload to zero in any semester.
3. The Association may purchase three (3) workload hours for each member of the bargaining team at the then current summer salary rate per credit hour during the

summer and/or intersession in which bargaining for a successor Agreement occurs.

4. A FTNTT Faculty member who is employed on a twelve-month contract will make a request in writing to his/her academic unit administrator of his/her desire to serve the Association in a position for which workload hours are normally purchased by the Association. This written request will include a description of the FTNTT Faculty member's duties and how those duties would continue to be met if the request were granted. The FTNTT Faculty member may request workload equivalency, overload and/or a combination. The FTNTT Faculty member's request is subject to the approval of the academic unit administrator and/or the Dean, if applicable. Consistent with Article IX, Section 1.F.2. or Article IX Section 2.B of this Agreement, requests which would result in the assignment of an overload which exceeds three (3) additional workload hours are also subject to the approval of the Provost.

Normally, the University will make every effort to grant the request. In the event that the University has reason to deny the request, the Office of Faculty Affairs shall notify the Association of the FTNTT Faculty member involved and the reasons for the denial. In such an instance, the Association will be provided with an opportunity to substitute an additional release time or workload purchase request, notwithstanding the timelines indicated above. The affected FTNTT Faculty member may have such a decision addressed through the normal governance process for the review of workload issues.

Section 4. Committees

A. Joint FTNTT AAUP/KSU Study Committee

1. **Charge.** The Joint FTNTT AAUP/KSU Study Committee shall have as its purpose the joint exploration of issues that are identified by either party. Examples of issues that may be considered by the committee are topics identified by the parties during collective bargaining that need further study and/or clarification; issues relevant to FTNTT Faculty members; and issues that have an impact on the relationship between the FTNTT Faculty Unit and the University. Topics identified by the parties during collective bargaining that need further study and/or clarification shall be included in this Agreement at [Addendum D](#). This Committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle any grievance arising under the Agreement. Recommendations made by this Committee are not binding.
2. **Membership.** The Committee shall be composed of ten (10) members, all of whom may participate fully in the deliberations of the Committee. The Unit President shall appoint five (5) FTNTT Faculty members to represent the Association on this committee. He/she shall designate one (1) of the five (5) to

serve as co-chair. The Provost shall appoint five (5) administrators to serve on this committee. He/she shall designate one (1) of the five (5) to serve as co-chair.

3. **Organization.** Responsibility for chairing the committee meetings will rotate between the Association and the University. The Committee will develop ground rules to cover scheduling of meetings, setting agenda and other issues deemed appropriate by both parties. Joint minutes, in the form of a summary of topics discussed and decisions reached, shall be taken. The Association and the University shall alternate in recording the minutes. Drafts of minutes from each meeting will be jointly reviewed and approved by both parties. These minutes will then be sent to committee members, the Unit President and the Associate Provost for Faculty Affairs.
4. **Meetings.** The committee will hold its first meeting not later than sixty (60) days following the ratification of this Agreement or the start of the academic year. The committee will meet on an as needed basis but at least once per semester. By mutual agreement, the committee may meet more frequently. A representative of the U.S. Federal Mediation and Conciliation Service may be invited to attend the meetings by mutual agreement.
5. **Recommendations.** Any recommendation from the committee shall be in the form of a nonbinding, joint recommendation to the Provost and the Unit President.

B. Health Benefits Review Committee and Quality of Faculty Work/Life Committee

1. There currently are established and in operation, prior to and outside the scope of this Agreement, a Health Benefits Review Committee and a Quality of Faculty Work/Life Committee, both of which report administratively and in an advisory capacity on matters specific to their respective charges to the Vice President for Human Resources.
2. Within the constraints noted above, the Unit President of the Association will be invited to recommend to the Vice President for Human Resources up to two (2) FTNTT Faculty members for appointment to the Health Benefits Review and two (2) FTNTT Faculty members for appointment to the Quality of Faculty Work/Life Committees. With the concurrence of the bargaining representative through whose Agreement with the University these committees were established and their respective memberships constituted, the Vice President for Human Resources shall appoint one (1) additional member to each of the Health Benefits Review Committee and the Quality of Faculty Work/Life Committee from among the recommendations forwarded to him/her by the Unit President of the Association.

ARTICLE III
Management Rights

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

ARTICLE IV

Academic Freedom and Professional Responsibility

Section 1.

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

Section 2.

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

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

Section 3.

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

Section 4.

The parties agree that academic freedom and professional responsibility apply to the use of the University's computer and network resources consistent with the University's policies regarding information technology, currently *University Policy* 3342-9-01 and 3342-9-01.1, as these policies may be modified from time to time.

ARTICLE V
Nondiscrimination

Section 1. Equal Opportunity

The University and the Association affirm their belief in the moral and legal principles supporting an educational, professional and employment environment free of unlawful discrimination. The University and the Association agree that the University must remain a place where there exists the right freely to inquire, teach, discuss, publish, and disseminate the results of inquiry. To these ends, the parties support and pledge themselves to abide by the concepts of non-discrimination and academic freedom. The University is committed to maintaining an environment free of unlawful discrimination based on the list of protected categories and how they are defined as included in Section 3342-5-16 of the University Policy Register.

Section 2. Prohibition against Unlawful Harassment

The University and the Association affirm their belief in the moral and legal principles supporting an educational, professional and employment environment free of unlawful harassment. The University and the Association mutually recognize the deleterious effect that sexual or other unlawful harassment has on the University environment. The University is committed to maintaining an environment free of unlawful harassment based on the list of protected categories and how they are defined as included in Section 3342-5-16 of the University Policy Register.

ARTICLE VI

Governance and Role in Academic Unit

Section 1. Definitions and Scope

Inasmuch as FTNTT Faculty members are employed annually and on a year-by-year basis primarily to provide instructional services as defined in the University's workload/teaching load policy as referenced in Article IX (Faculty Workload) and/or other services to the University, they have no required committee or other service obligations beyond those directly related to their responsibilities as specified in their letters of appointment or workload statements. The parties to this Agreement acknowledge that the governance structures and procedures of the University, including the central advisory and recommendatory role of the tenure-track faculty therein, are established and embodied in a set of University policies, operational procedures and authorized governing documents, including the academic unit and regional campus sections of the Faculty Handbook and/or the handbooks currently in effect or as such handbook(s) may subsequently be modified, amended or otherwise revised for that purpose. Nothing in this Agreement or in this Article, therefore, shall either *create* or *diminish* rights to participation by FTNTT Faculty members other than as currently constituted or as provided for in the collective bargaining agreement between the University and the full-time tenured/tenure-track faculty, policies, programs, and opportunities as may be amended or modified by established procedures for that express purpose during the life of this Agreement.

Consistent with these principles, it is nonetheless the intent and expectation of the parties to this Agreement that FTNTT Faculty members shall have a recognized and meaningful role in the governance of the academic unit or regional campus of which the member of the bargaining unit is a member during the term of his/her appointment.

Section 2. FTNTT Faculty Role in Academic Unit/Campus Governance

Within the context of the foregoing, FTNTT Faculty members shall have the opportunity to participate in governance roles at the academic unit/campus level, including eligibility for committee assignments and other opportunities as are explicitly made available to them through the collective bargaining agreement between the University and the full-time tenured/tenure-track faculty, and other governing documents, policies, or programs. Participation in academic unit/campus governance will include such opportunities to vote in academic unit/campus elections and to serve on academic unit/campus committees as are consistent with the collective bargaining agreement between the University and the full-time tenured/tenure-track faculty, applicable provisions of academic unit/campus sections of the Faculty Handbook currently in effect or as the academic unit/campus' sections of the Faculty Handbook may subsequently be modified, amended or otherwise revised for that purpose. The University and the Association expect academic units and regional campuses to include language in their respective sections of the Faculty Handbook or as the academic unit/campus' sections of the Faculty Handbook may subsequently be modified, amended or otherwise revised for that purpose that specifies the role of FTNTT Faculty members in academic unit or regional campus governance. In those academic units or regional campuses that include FTNTT Faculty members in academic unit or regional campus governance, these FTNTT Faculty members shall not participate in any personnel

decision regarding tenure-track faculty members, including but not limited to appointment, reappointment, tenure, promotion, Faculty Excellence Awards or sanctions. This provision does not, however, prohibit academic units or regional campuses from including FTNTT Faculty members on search committees and on FTNTT review committees.

Consistent with the foregoing, it is the intent and expectation of the University and the Association that academic units and regional campuses include FTNTT Faculty members on the following governance bodies and committees:

- those governance bodies and committees that consider and make recommendations on curricular and instructional issues;
- those governance bodies and committees that make recommendations on FTNTT personnel actions;
- search committees;
- handbook committees: and,
- other governance bodies and committees as determined by the academic unit or regional campus.

Section 3. Academic Unit/Campus Communications with FTNTT Faculty

The parties to this Agreement recognize the importance of regular communication between the FTNTT Faculty members and their academic unit administrators and/or regional campus deans. To facilitate these relationships and the sharing of information, unit administrators and regional campus deans will invite all FTNTT Faculty members to meet at least once as a group during the fall and spring semesters. The unit administrator/campus dean will schedule, convene and set the agenda for these meetings, and include agenda items proposed by FTNTT Faculty members, as appropriate. At these meetings the unit administrator will consult with the FTNTT Faculty members about various issues specific to the unit and/or campus, including but not limited to proposed handbook revisions; curriculum and instructional matters; FTNTT Performance Review timelines and procedures; scheduling and workload assignments; and other issues relevant to the work of FTNTT Faculty members. These meetings shall be convened for the purposes stated in this Section 3 and they are not intended to replace or to substitute for FTNTT Faculty members' participation in other governance bodies and activities.

Section 4. The Non-Tenure Track Provost's Advisory Council (NPAC)

The Non-Tenure Track Provost's Advisory Council (NPAC) shall be composed of the Provost and one (1) FTNTT Faculty member elected from each College on the Kent Campus and two (2) regional campus FTNTT Faculty members of which one (1) is elected from the College of Applied and Technical Studies and one (1) is elected from all FTNTT Faculty members on the Regional Campuses. These elections will be scheduled during each spring semester. NPAC shall act as a consultative advisory committee to the Provost on issues of University-level significance relating to FTNTT Faculty which are not governed by this Agreement. The Provost will schedule at least two (2) meetings with NPAC each semester. Each academic year, the Unit President may schedule a meeting with NPAC before its first scheduled meeting. NPAC may also meet without the Provost, as needed.

The Dean of each College (with or without departments and schools) shall request nominations from all the members of the bargaining unit and oversee the election of NPAC members as described below for his/her College. The Provost or his/her designee shall request nominations from all FTNTT Faculty members who are assigned to the regional campuses and will oversee the election of the regional campuses NPAC representative as described below. Only FTNTT Faculty members will vote in the elections for NPAC representatives. Normally, an FTNTT Faculty members will be limited to no more than two (2) consecutive years on the NPAC.

In even numbered years the following Colleges will elect NPAC representatives: Aeronautics and Engineering, Architecture and Environmental Design, Arts and Sciences, Business Administration, Communication and Information and Nursing. In odd numbered years the Regional Campuses and the following Colleges will elect NPAC representatives: Arts, Education Health and Human Services, Public Health, College of Applied and Technical Studies and University Libraries.

During the term of this Agreement, the NPAC shall discuss and/or make recommendations on the following issues:

- A. Inclusion of FTNTT Faculty members in shared governance at all levels of the University (e.g., faculty advisory committees, college advisory committees, curriculum committees, etc.)
- B. Review of proposals submitted for the Professional Development Excellence Pool as described in this Agreement when funds are available.
- C. Other topics of University-level significance which concern FTNTT Faculty members which are not governed by this Agreement.

Section 5. Faculty Handbooks

Except for policies specifically affecting the promotion, tenure and appointment or reappointment of regular tenure-track faculty or otherwise exclusively applicable to or reserved for tenure-track faculty, policies set forth in each academic unit's or regional campus' section of the Faculty Handbook and/or the handbooks currently in effect or as such handbook(s) may subsequently be modified, amended or otherwise revised for that purpose shall apply to FTNTT Faculty members in that academic unit. The established faculty advisory body of the academic unit or regional campus shall advise and make advisory recommendation to the unit's administrative officer or regional campus dean on any questions arising from this Article or with regard to needed interpretations of applicability and scope of handbook provisions as such affect FTNTT Faculty members in that academic unit. It is the intent and expectation of the University and the Association that academic units and regional campuses consult with FTNTT Faculty members concerning proposed additions and/or other modifications to the academic unit's or regional campus' section of the Faculty Handbook or as such academic unit/campus' section(s) of the Handbook may subsequently be modified, amended or otherwise revised for that purpose that have an impact on FTNTT Faculty members.

ARTICLE VII Grievance Procedure

Section 1. Informal Resolution

The University and the Association share a mutual commitment to open communication and efforts to resolve issues of concern or disputes in a timely way and through informal means wherever practicable.

- A. The University and the Association encourage FTNTT Faculty members to discuss and to bring to the attention of their department chairperson/school director, regional campus dean, other University administrator and/or the Association of any concern or issue that they may have with regard to their individual terms and conditions of employment as soon as reasonably possible.
- B. The Association has a formal role in resolving concerns or issues only with regard to the Grievance Procedure defined in Section 2 below; however, FTNTT Faculty members may consult and seek the advice of the Association and/or elect to request the presence of an Association representative during any meeting held pursuant to this Section 1.
- C. Inasmuch as the Association does not have a formal role in FTNTT Faculty members' attempts at informal resolution and may not be aware that FTNTT Faculty members have elected to engage in informal resolution of concerns or issues they may have with regard to their individual terms and conditions of employment, the Association assumes no responsibility for the outcome or consequences of the process as it affects FTNTT Faculty members except as a member may have proceeded in accord with the specific advice or recommendation from the Association.
- D. A resolution resulting from this informal resolution process shall not constitute binding precedent for other administrative determinations, including similar or related complaints or potential grievances, nor shall it conflict with any provisions of this Agreement.
- E. Whenever practicable, the University and the Association expect FTNTT Faculty members to attempt to resolve issues of concern or disputes informally as soon as possible and prior to the initiation of the Grievance Procedure described in Section 2 below. In the event that an issue is not resolved informally to the satisfaction of the FTNTT Faculty member(s), the FTNTT Faculty member(s) may request that the Association consider filing a grievance on the issue pursuant to the Grievance Procedure described in Section 2 below.

Section 2. Grievance Procedure

- A. *Definitions:*

1. Grievance. A grievance is defined as a disagreement, arising under and during the term of this Agreement, concerning the interpretation and application of the specific written provisions of this Agreement.
2. Scope. Any grievance a FTNTT Faculty member may have in relation to employment with the University arising from the application or interpretation of this Agreement may be filed as stated in this Section 2. Any FTNTT Faculty member or group of FTNTT Faculty members covered by this Agreement may, in conjunction with and with the approval of the Association, present a grievance to the University and have it adjusted so long as the University and the Association concur that such adjustment is not inconsistent with the terms of this Agreement. A grievance against the University may be presented by the Association in its own name if the Association believes that any of the terms and conditions of this Agreement or their interpretation, meaning, or application has been violated by the University. Times for hearings and meetings shall be set by mutual agreement of all the parties. No reduction in compensation shall occur for any FTNTT Faculty member as a result of participation in any grievance proceedings. No FTNTT Faculty member shall be disciplined or discriminated against for participation in the grievance procedure.

B. *Step One*

1. If, following unsuccessful efforts informally to resolve a concern through Section 1 above, the Association believes that a specific written provision of the Collective Bargaining Agreement has been violated, the Association may reduce the grievance to writing and submit it to the Associate Provost for Faculty Affairs for referral to the appropriate Administrator. (Normally this will be the college dean for FTNTT Faculty members in colleges with departments and schools or the Associate Provost for Faculty Affairs, or his/her designated representative, for FTNTT Faculty members employed in colleges without department and schools, University Libraries or in the regional campus system.)
2. In order to be considered timely for disposition under this Agreement, a grievance must be submitted in writing, on forms provided by the University, not later than the earliest of the following: seventy-five (75) days after the FTNTT Faculty member knew or through the exercise of reasonable diligence should have known of the event on which it is based; or within twenty-one (21) days following timely notice of the concern and completion of reasonable efforts to resolve a concern informally through Section 1 of this Article.
3. The grievance form ("Grievance") shall be signed and dated by the affected FTNTT Faculty member(s) ("Grievant") and by an authorized representative of the Association and shall set forth the facts and dates, including of efforts at informal resolution, of the conditions or circumstances giving rise to the grievance; the specific provision(s) of the Agreement, with particularity, that are alleged to have been violated; and the remedy or relief desired.

4. At the time the Grievance form is received, the Associate Provost shall sign and date the form, acknowledging its receipt, and forward a copy to the responsible administrative officer ("Administrator") at the college or Provost's level, as appropriate, for consideration and disposition. Copies shall also be provided to the grievant, the Association representative designated on the form, and the department chair, school director or regional campus dean against whom the grievance is being brought.
5. Within fifteen (15) calendar days of receipt of the completed Grievance form from the Associate Provost for Faculty Affairs, the Administrator to whom the Grievance has been referred for disposition shall convene a meeting to discuss the Grievance, its alleged bases, and the appropriateness of the desired remedy or relief with the grievant and, if requested by the grievant, the designated Association representative. Whether the administrative officer at the college/department/school or regional campus level against whom the grievance has been brought shall be included in this meeting, or consulted separately, shall be at the sole discretion of the Administrator to whom the Grievance was referred for disposition.
6. Within fifteen (15) calendar days of the completion of the Step One meeting, the Administrator shall provide a written answer to and disposition of the Grievance on forms provided by the University. Copies of this form are to be sent to the grievant, the Association representative, the administrative officer against whom the grievance was brought, and the Associate Provost for Faculty Affairs.
7. In the event the answer of the appropriate Administrator is unacceptable to the Association or an answer is not received as set forth in Section 2.B.6., the grievance may be appealed to the next higher step of this grievance procedure. Any grievance not appealed within fifteen (15) calendar days after receipt of such answer shall be considered withdrawn and shall not be subject to further appeal and/or review.

C. *Step Two*

1. If the Association is not satisfied with the disposition of the grievance at Step One, the Association may appeal the grievance to the Provost or his/her designated representative within fifteen (15) calendar days after receipt of the Step One answer. Such appeal shall be in writing, again upon forms provided by the University, and shall indicate why the Association does not regard the Step One answer as satisfactory and what alleged violation(s) of specific written provisions of this Agreement remain unresolved.
2. Within fifteen (15) calendar days after receipt of such request for appeal, the Associate Provost for Faculty Affairs, or his/her designated representative, shall hold a meeting with the grievant and a representative of the Association in an

attempt to resolve the alleged grievance. Only persons directly related to the grievance shall be present at the meeting. Representatives of the University and the Association (including the grievant) shall not exceed four (4) in number respectively.

3. Within fifteen (15) calendar days following conclusion of such meeting(s), the Provost or his/her designated representative shall provide the grievant and the Association with a written disposition of the grievance. Copies shall be provided to the affected administrative officers.
4. Any grievance not appealed within twenty-one (21) calendar days after such answer shall be considered settled on the basis of the written answer of the Provost, or his designated representative, and shall not be subject to further appeal and/or review.

D. *Arbitration*

In the event of an unsatisfactory decision at Step Two, the Association may submit the grievance to arbitration within twenty-one (21) calendar days after receipt of the Step Two answer.

1. The Association shall serve a demand for arbitration with the American Arbitration Association within twenty-one (21) calendar days of the receipt of the Step Two answer with simultaneous notice to the Provost or his/her designated representative. The selection and assignment of an arbitrator shall proceed under the voluntary rules of the AAA. If the parties are unable to agree upon which of the nominees, from a panel provided by AAA, shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by AAA and request another list.
2. In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of jurisdiction. The arbitrator shall first rule upon the jurisdictional issues, and if a determination is made that there is no jurisdiction, then no decision or recommendation shall be made concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing. The decision is the arbitrator's, following opportunity for the two parties to present their perspectives.
3. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony, argument, or submission of briefs. The decision of the arbitrator shall be final, conclusive and binding on the grievant(s) and all parties to this Agreement.

4. Fees and authorized expenses of the arbitrator shall be shared equally by the University and the Association. Verbatim transcripts of the proceedings may be secured by either party, in which case all expenses will be paid for by the requesting party. If both parties desire a copy of the transcript, the expenses shall be shared equally.
5. The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator. The arbitrator shall not substitute a judgment for that of the University where the University's judgment and actions do not violate the written provisions of this Agreement. The arbitrator shall not render any decision which would require or result in an action in violation of public statutes. The arbitrator may make no award which provides the FTNTT Faculty member compensation greater than would have resulted had there been no violation.
6. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute outside of the submitted issue or issues.

E. *Other Provisions*

1. Grievances shall be processed as rapidly as practicable. The number of days indicated at each level shall be considered as maximum and substantive and every effort shall be made to expedite the grievance process. Time limits in the steps may be shortened or extended by mutual written agreement of both parties, however. Likewise, steps of the grievance procedure may be waived by mutual agreement, in writing, of both parties.
2. Failure of the Association to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the University to render a decision on a grievance within the specified time limits shall permit its appeal by the Association to the next step.
3. The Association may withdraw a grievance at any step of the grievance procedure by filing written notice with the Associate Provost for Faculty Affairs.

Section 3. Exclusivity of Process

Except as otherwise provided by law, this Article VII, with particular reference to Section 2, shall be the exclusive remedy for an alleged violation of this Agreement by the University.

ARTICLE VIII
Disciplinary Provision

Section 1.

The parties to this Agreement agree that, when warranted, the University has and retains the right to discipline FTNTT Faculty members in accordance with applicable University policy and expectations of employment, up to and including the termination of the employment relationship prior to the expiration date of the employment contract.

- A. The parties to this Agreement mutually recognize that, in many instances, the need to impose formal discipline as a matter of record or in a form that would occasion economic or material detriment to the faculty member can best be avoided by efforts at informal resolution of the matter of concern between the affected member of the bargaining unit and the responsible administrative officer.
- B. The parties to this Agreement agree that the University will not impose formal discipline except for just cause.
- C. The parties further agree that in any matter concerning the possible imposition of formal discipline, normally, the responsible administrative officer will notify the affected FTNTT Faculty member and the Association no less than five (5) working days before any discipline is imposed. In unusual instances where circumstances present a situation wherein the delaying of action could result in immediate harm to the University, the FTNTT Faculty member or a member of the University community, the Provost may take immediate action by way of suspension with full salary and employee benefits provided the FTNTT Faculty member and the Association are first given notice of the impending action and an opportunity to respond.
- D. In all situations involving disciplinary action, whether immediate or in the normal course of this process, the affected FTNTT Faculty member may elect to consult with and/or be represented by an individual designated by the Unit President.

Section 2.

The parties to this Agreement mutually recognize that routine reviews of performance, informal suggestions on how to improve performance, the Full Performance Reviews and other performance reviews referenced in Article X, and annual decisions as to renewal or non-renewal of appointment are not disciplinary in nature and, therefore, are not subject to the provisions of this Article.

Section 3.

The parties to this Agreement also agree that, for a period of six (6) months from the effective date of the first appointment as a member of the bargaining unit, both the University and the FTNTT Faculty member have the right, at their respective sole discretion, to terminate the

employment relationship prior to the expiration date of the employment contract by providing thirty (30) calendar days' advance notice of the intended action to the other party.

Section 4.

The parties to this Agreement agree that, if the University decides that formal disciplinary action is necessary, the questions of just cause and of the appropriateness of the imposed discipline may be tested under the appropriate section(s) of the *Grievance Procedure* described in Article VII of this Agreement.

ARTICLE IX

Faculty Workload

Section 1. Regular Academic Year Workload

- A. FTNTT Faculty members will be assigned full-time instructional and/or other responsibilities specific to the track of the assignment, as defined in Article X, Section 2.B.2. of this Agreement for the academic year in accord with the University policy regarding faculty teaching load which was adopted by the Board of Trustees in 1971 and revised in 1979 and which is incorporated in the *University Policy Register* at 3342-6-18. FTNTT Faculty members will be assigned instructional and/or other responsibilities as specified in their letters of appointment. Assigned full-time workload for all FTNTT Faculty members shall total fifteen (15) credit hours per semester or thirty (30) credit hours for the academic year. The Board of Trustees expressly reserves to itself the sole and exclusive jurisdiction over any modification of the above referenced policy.
- B. If a FTNTT Faculty member's letter of appointment specifies a twelve (12) month contract, the FTNTT Faculty member will be assigned a workload of thirty (30) credit hours during the academic year and additional duties required to support the twelve (12) month contract as specified in the FTNTT Faculty member's annual letter of appointment and/or workload statement, as applicable.
- C. It is agreed and mutually recognized that, because the nature of work differs among departments, schools, colleges and campuses, itemization of workload is not identical among FTNTT Faculty members. Within the context of the above referenced policy, each unit administrator, along with the appropriate faculty advisory committee, shall specify which assignments appropriate to the instructional and/or other responsibilities of FTNTT Faculty members within the academic unit/campus shall constitute a full-time workload assignment of the fifteen (15) credits per semester/thirty (30) credits per academic year.
1. In making workload assignments for a given semester, the unit administrator should carefully consider the totality of the responsibilities and contributions to the unit/campus and University expected of each FTNTT Faculty member.
 2. Academic units and regional campuses are encouraged to acknowledge the varied contributions and responsibilities of FTNTT Faculty members in the performance of their duties to the academic unit/campus and the University. The parties mutually recognize that the calculation of applicable workload equivalencies may not always be directly linked to credit hours of instruction and that class size, number of preparations, grading and/or other student assessment responsibilities, responsibility for coordination of courses or sequences of courses, other assigned duties and other factors should appropriately be considered when workload equivalencies are calculated for FTNTT Faculty members.
 3. In addition to the foregoing, the unit administrator should consider various factors in making workload assignments to FTNTT Faculty members. Consistent with

Section D below, the unit administrator should assess the FTNTT Faculty member's total workload assignment and include, when appropriate, workload equivalencies on the FTNTT Faculty member's workload statement for the following responsibilities when such duties are assigned to an FTNTT Faculty member:

- a. Assigned tutorial, independent study, and honors thesis supervision;
 - b. Assigned laboratory supervision;
 - c. Assigned duties with performing groups, professional organizations and other field work;
 - d. Assigned supervision of interns, student teachers, student organizations, and students assigned to outside agencies or organizations;
 - e. Assigned academic advising;
 - f. Assigned reporting duties to regulatory agencies or accrediting bodies; and
 - g. Other duties as assigned which the unit administrator deems important to the academic unit and/or the University.
4. The parties also mutually recognize that in some academic units scholarly or professional activity, in addition to assigned workload is currently required of FTNTT Faculty members as part of the established criteria for professional standing within the discipline. In such instances, the unit administrator should consider such requirements and the opportunities to fulfill them in establishing workload assignments for FTNTT Faculty members.
- D. Workload equivalencies specific and appropriate to FTNTT Faculty members for service and other assigned duties, if any, directly related to their assigned responsibilities shall be developed by the faculty advisory committee of the academic unit or faculty council of a regional campus, subject to approval by the unit administrator, college dean and/or Provost, as appropriate, and set forth in each academic unit/campus Handbook.
1. In academic units or regional campuses whose Handbooks currently contain such specificity unique to the responsibilities of and expectations for full-time non-tenure track faculty, these equivalencies should be carefully reviewed and utilized in making workload assignments to FTNTT Faculty members.
 2. In instances in which such specificity of workload equivalencies unique to the responsibilities and expectations for full-time non-tenure track faculty does not currently exist in the academic unit/campus Handbook, the parties mutually agree that the unit administrator should, whenever appropriate, either utilize existing workload equivalencies for tenured or tenure-track faculty, or develop criteria

consistent with and appropriate to the assigned responsibilities and expected contributions of full-time non-tenure track faculty.

3. The University and the Association encourage academic units and regional campuses to consult with FTNTT Faculty members in the development and application of workload equivalences consistent with and appropriate to the assigned responsibilities and expected contributions of FTNTT Faculty members.

E. Workload Statements

1. For each semester of the regular academic year, each FTNTT Faculty member shall receive a statement of his/her specific workload assignment at least thirty (30) days prior to the beginning of the semester. This statement shall include the number of credit hours assigned to classroom instruction and/or the number of credit hours assigned to other duties consistent with the FTNTT Faculty member's track, including all workload assignments referenced in Section C.2. above. If any change is made to a FTNTT Faculty member's assignment after the initial workload statement has been issued, the FTNTT Faculty member will receive an updated workload statement as soon as possible and normally within ten (10) days. Questions regarding the assignment may be addressed to the unit administrator who made the assignment. In case of dispute or request for special consideration, the FTNTT Faculty member may request review by the appropriate faculty advisory body which, following such review, will make an advisory recommendation to the unit administrator.
2. A FTNTT Faculty member who is offered a workload assignment outside the academic unit or regional campus of his/her appointment will get approval from his/her unit administrator or regional campus dean prior to accepting any such assignment(s) in another academic unit(s) or at another campus(es). In addition, any such assignment(s) will be included on the FTNTT Faculty member's workload statement.

F. Overload Assignments

1. It is understood and recognized that assignment to overload for additional compensation is not a regular expectation, not a right, and not an obligation of employment. It is also understood and recognized that programmatic need is a primary consideration in the assignment of courses and that expertise relevant to the programmatic need will often be a factor in determining the assignment of specific courses to be offered. To the extent possible within the above parameters, academic units should endeavor to distribute equitably these opportunities to work among members of the faculty. If a unit administrator determines the need for an overload assignment, the expectation of the parties to this Agreement is that every reasonable effort should be made to make the assignment available to continuing tenured and tenure-track faculty and then FTNTT Faculty members in the academic unit or resident at the campus at which

the course is to be offered before assigning the course to a part-time or non-university faculty member.

2. Any overload assignment which exceeds one (1) additional course or three (3) additional workload hours shall be necessitated by extraordinary circumstances deriving from demonstrable programmatic need and shall be made only on the basis of a written recommendation and rationale from the academic unit administrator or Regional Campus Dean. In the case of departments or schools, such exceptions shall also require the explicit authorization of the College Dean. In the case of colleges without departments or schools, University Libraries and Regional Campuses such exceptions require the explicit authorization of the recommended exception by the Provost or his/her designee.
3. A FTNTT Faculty member who is offered an overload assignment outside the academic unit or regional campus of his/her appointment will get approval from his/her unit administrator or regional campus dean prior to accepting any such assignment(s) in another academic unit(s) or at another campus(es). In addition, any such assignment(s) will be included on the FTNTT Faculty member's workload statement.

Section 2. Summer and Intersession Workload

- A. Summer and intersession teaching are not part of a FTNTT Faculty member's academic year employment contract, is not a right, and no FTNTT Faculty member is required to accept a summer or intersession offer of employment. If summer or intersession employment is offered to a FTNTT Faculty member he/she will be provided a workload statement as soon as possible but no less than ten (10) days prior to the start of the summer term or intersession in which load is assigned. If a FTNTT Faculty member's instructional assignments and/or workload equivalencies change after the initial workload statement has been issued, the FTNTT Faculty member will receive an updated statement as soon as possible and normally within ten (10) days.
- B. It is also understood and recognized that programmatic need is a primary consideration in the selection of courses to be offered during a summer session or intersession and, therefore, that expertise relevant to the programmatic need will often be a factor in determining the assignment of specific courses to be offered in such a session. It is further understood and recognized that all courses at the regional campuses and specified courses at the Kent Campus are offered on an enrollment-contingent basis.
- C. *Enrollment-Contingent Courses.* The University, in its sole discretion, may offer summer courses on an enrollment contingency basis.
 1. The academic unit administrator will make the formulas and parameters to be used to calculate a course's minimum enrollment in the summer available to all FTNTT Faculty members annually by January 30.

2. The specific minimum enrollment for the enrollment-contingent course will be communicated to the FTNTT Faculty member at the time the course assignment is offered to the FTNTT Faculty member and noted on the summer workload statement. Within five (5) days of the receipt of her/his workload statement, the Faculty member will notify the academic unit administrator or campus dean, as applicable, (i) whether she/he is willing to accept compensation proportionate to the number of students enrolled in the class by the relevant census date as determined by the University; and, (ii) the minimum amount of proportionate compensation that she/he is willing to accept. Lack of a response by a Faculty member by the date specified by the University is an indication that she/he will only accept full compensation for teaching the course.
 - a. In the event that the student enrollment does not reach the specified minimum enrollment by the census date established by the University and with the voluntary written agreement of the Faculty member of his/her acceptance of proportionate compensation and the minimum amount that she/he is willing to accept as described in Section 2. above, the University may provide compensation proportionate to the number of students enrolled in the class by the relevant census date as determined by the University.

3. Once the FTNTT Faculty member has provided the voluntary written agreement to teach the class required by the University, the FTNTT Faculty member cannot be replaced as the instructor by another faculty member.
 - a. In the event that the student enrollment does not reach the minimum established by the University and the Faculty member does not agree to compensation proportionate to the number of students enrolled in the class, the University may offer the course to someone else or the University can cancel the course. If a course is cancelled after its first meeting, the Faculty member shall be compensated proportionate to the number of class sessions and number of students, if applicable, conducted prior to the cancellation decision and notice. In no case, will a new section of a course that has been cancelled due to low enrollment be opened after the cancellation and offered to a different instructor.

The maximum summer school workload for which compensation may be made available to a FTNTT Faculty member shall not exceed fifteen (15) hours for Summer Sessions I, II and III in any combination from all sources. However, the full fifteen (15) hours cannot be assigned to the FTNTT Faculty member during one Summer Session. Exceptions to the fifteen (15) hour maximum summer workload that are necessitated by extraordinary circumstances deriving from demonstrable programmatic need shall be made only on the basis of a written recommendation and rationale from the academic unit administrator or Regional Campus Dean. In the case of departments or schools, such exceptions shall also require the explicit authorization of the College Dean. In the case of

colleges without departments or schools, University Libraries and Regional Campuses such exceptions require the explicit authorization of the recommended exception by the Provost or his/her designee.

- D. Normally, FTNTT Faculty members will receive notification of the cancellation of an assigned course section which is included in a summer session assignment no later than noon on Friday of the week prior to the first day of the class.
- E. A FTNTT Faculty member who is offered a summer assignment outside the academic unit or regional campus of his/her appointment will get approval from his/her unit administrator or regional campus dean prior to accepting any such assignment(s) in another academic unit(s) or at another campus(es). In addition, any such assignment(s) will be included on the FTNTT Faculty member's workload statement.
- F. *Flat-Fee Compensation.* It is further recognized that there are other forms of employment that, at the sole discretion of the University, may be offered to or requested of a FTNTT Faculty member during the intersession or summer period(s) which are not necessarily related to academic year or summer session instructional responsibilities and compensation-base. These include, but are not limited to, assumption of responsibilities which are essentially administrative or supervisory in nature; special assignments not related to summer instructional responsibilities in areas such as academic advising, student recruitment/retention, and outreach activities; appointments/awards designed to foster research, professional development, or teaching/curricular development in lieu of summer instructional appointment; and the offering of non-credit workshops. In any case in which the University offers to or requests such employment of a FTNTT Faculty member during the intersession or summer period(s), such duties will be compensated on a flat-fee basis mutually agreed to in writing prior to commencement of the employment.
- G. Priority of Assignment.
 - 1. To the extent possible within the above parameters, academic units and campuses should endeavor to distribute equitably summer opportunities to work among members of the faculty. It is recognized that certain intersession and summer academic programs and courses offered to meet programmatic need may require particular expertise not normally present, or present only to a limited extent, among the full-time faculty of an academic unit or campus and that priority in assignment to courses to be scheduled is otherwise to go to continuing tenured and tenure-track members of the unit/campus' faculty.
 - 2. On the Kent Campus, FTNTT Faculty members within the academic unit are to receive the next priority in consideration for assignments to instructional opportunities during a summer session or intersession.
 - 3. For the Regional Campuses, after tenured/tenure-track faculty members on the campus and in the Regional Campus System, FTNTT Faculty members at their resident regional campus and then FTNTT Faculty members in the Regional

Campus system are to receive the next priority in consideration for assignment to instructional opportunities during a summer session or intersession. This priority in consideration shall pertain, however, only to bargaining unit members who have submitted a letter expressing an interest in a summer/intersession assignment by a date established by the appropriate administrative officer. However, in an instance in which a tenured/tenure-track faculty member assigned to teach a course should subsequently decline or be unable to fulfill the assignment and another qualified tenured/tenure-track faculty member is not available and willing to accept the assignment, the expectation of the parties to this Agreement is that every reasonable effort should be made to make the assignment available to a qualified FTNTT Faculty member resident at the campus at which the course is to be offered before assigning the course to a part-time or non-university faculty member.

ARTICLE X
Appointments: Terms, Conditions and Renewals

Section 1. Definitions

FTNTT Faculty members covered by this Agreement are full-time faculty of Kent State University who are appointed annually to a limited term of employment with the University. Appointments and offers of employment in this role are made annually at the sole discretion of the University. The normal duration of appointment is nine months, encompassing a full academic year, excluding summer and intersession(s) following the conclusion of one (1) academic year and the inception of the next academic year.

Section 2. Appointing Authority and Process

- A. Appointments and renewals of appointment to FTNTT Faculty positions are made at the sole and exclusive discretion of the University, based on its assessment of programmatic and staffing needs, of fiscal and budgetary constraints affecting staffing and, if applicable, of satisfaction with fulfillment of duties and responsibilities of employment for the preceding term(s) of employment. The University's discretion and judgments in these regards are exercised in its behalf by the academic administrative officer of the academic unit or regional campus dean⁴ having need of the services that gives rise to the availability of the faculty position.

- B. Appointments are made annually by issuance of an *Offer of Appointment* letter to the member of the bargaining unit by the unit administrator, as is appropriate and customary for the academic unit or regional campus offering appointment.
 - 1. The *Offer of Appointment* letter shall specify the effective dates of the offered appointment, the academic rank at which the appointment is offered, the academic unit and, if applicable, campus of assignment, the anticipated salary for the term of the appointment, and the assignments that shall constitute the fifteen (15) credit hour per semester workload, thirty (30) for the academic year, established by the university workload/teaching load policy referenced in Article IX, Section 1.A. of this Agreement as the normal expectation for FTNTT Faculty members.

 - 2. The *Offer of Appointment* letter shall also specify the track in which the appointment is offered:
 - a. *Instructional*. FTNTT Faculty members whose primary role is to deliver instruction.

⁴ For the purposes of this Article, the term “unit administrator” means the Department Chair or School Director in Colleges with Departments or Schools, the Dean in Colleges without Departments or Schools and the Dean of University Libraries for FTNTT Faculty members whose appointments are on the Kent Campus. For FTNTT Faculty members whose appointments are on the regional campuses, the “unit administrator” is the campus dean.

- b. *Clinical.* FTNTT Faculty members whose primary role is to deliver instruction and/or supervision in a clinical setting (e.g., healthcare facility, agency, workplace, laboratory).
 - c. *Practitioner.* FTNTT Faculty members from academia, industry, and/or other professional fields whose primary role is to deliver instruction or service in professional programs and applied areas (e.g., music, journalism, architecture, librarianship, flight).
 - d. *Research.* FTNTT Faculty members whose primary role is to engage in research activity funded by external sources.
3. The FTNTT Faculty member shall indicate acceptance of the offer by signing and dating a copy of the letter and returning it to the Office of Academic Personnel by the date specified in the letter.
 4. A formal employment contract shall be issued to the appointed FTNTT Faculty member for signature and returned when all necessary procedures attendant to the appointment have been completed and FTNTT Faculty appointments for the academic year have formally been approved by the Board of Trustees.

Section 3. Renewals of Appointment

While it is recognized that appointments for FTNTT Faculty members covered by this Agreement are made annually and that the term of each appointment is limited to a single academic year, a FTNTT Faculty member may be offered an appointment for a subsequent academic year if programmatic need, satisfaction with performance of previous responsibilities, and budgeted resources supporting the position continue in accord with the conditions and provisions of Section 2.A. of this Article and with the procedural expectations detailed in Section 2.B.

- A. The provisions of this Section do not, however, create any right to expectation of continuous employment nor do they create a right to renewal of appointment as a regular and routine condition of employment save as the University, at its sole and exclusive discretion and in accord with the provisions of this Article, may deem suitable in accord with the priorities of continuing programmatic need, its assessment of demonstrated satisfactory performance of current and previous responsibilities in a faculty capacity by the FTNTT Faculty member, and its determination of sufficient budgeted resources to continue to sustain the position. In the event of unsatisfactory performance, unit administrators should discuss the performance issue(s) with the FTNTT Faculty member as soon as possible.
- B. Academic units, regional campuses, Colleges without departments or schools and University Libraries are encouraged to develop guidelines for the allocation and reallocation of FTNTT Faculty positions and include those guidelines in the unit/regional campus' section of the Faculty Handbook or as such handbook(s) may subsequently be

modified, amended or otherwise revised for this purpose. The following are a list of suggested considerations:

1. completion of one (1) successful Full Performance Review;
2. completion of more than one (1) successful Full Performance Review;
3. the University's commitment to affirmative action and its policies adopted there under;
4. quality of the bargaining unit member's contributions as documented with the accumulated record; or
5. the impact on the academic program or regional campus resulting from the release of the FTNTT Faculty member, which may be assessed by necessary credentials, experience, academic rank and competence to perform the instructional and/or other responsibilities of such a FTNTT Faculty member which are essential to a designated program(s).

C. Reassignment of Regional Campus FTNTT Faculty members

1. FTNTT Faculty members may be reassigned within the regional campus system after prior notice and consultation with the FTNTT Faculty member and consultation with the Faculty Council at the affected campuses. The Vice President for Kent State System Integration will notify the FTNTT Faculty member of the reassignment as soon as possible and, except in unusual circumstances, at least thirty (30) days prior to the beginning of the semester in which the reassignment will occur.
2. FTNTT Faculty members may request reassignment within the regional campus system by written request to the Vice President for Kent State System Integration and the deans of the affected campuses. After consultation with the dean and the Faculty Council at the affected campuses, the Vice President, in his/her sole discretion, will inform the FTNTT Faculty member of the decision on the request.
3. The University will notify the Association of any reassignment under this Section 3.C.

Section 4. One-Year Appointments

- A. FTNTT Faculty members in year one (1) or two (2) of employment with the University may expect to be notified by the responsible unit administrator as early as possible, but no later than May 1, of opportunities for additional appointment for the subsequent academic year or that an opportunity for additional appointment is not anticipated. Absent written notification prior to May 1 of an academic year that the appointment is not to be renewed for the next academic year, the appointment for the next academic

year shall be regarded as renewed. Nothing in the foregoing, however, shall preclude the right of the University to extend an offer of additional appointment, or of the FTNTT Faculty member to accept such offer, later than that date should circumstances create such an opportunity subsequent to May 1.

- B. An academic unit or regional campus may elect to require a performance review in the first and/or second year of employment. Information about these reviews will be shared with the FTNTT Faculty member by the unit administrator if such a review is required.
- C. If an additional appointment is anticipated or authorized beyond year three (3) of employment with the University, the FTNTT Faculty member must complete a Full Performance Review as described in Section 5 below. If an additional appointment is not anticipated beyond year three (3) of employment with the University, the FTNTT Faculty member will be notified as early as possible, but no later than December 1 of year three (3) that he/she will not be scheduled for a Full Performance Review. Nothing in the foregoing, however, shall preclude the right of the University to extend an offer of additional employment and to invite the FTNTT Faculty member to schedule a review, as described in Section 6. below, should circumstances create such an opportunity subsequent to December 1.

Section 5. General Considerations for All FTNTT Performance Reviews

- A. The University and the Association agree that academic units and regional campuses should, whenever possible,
 - 1. include FTNTT Faculty members in the development and revision of the criteria applicable to the performance reviews of FTNTT Faculty and the renewal of FTNTT Faculty appointments;
 - 2. include FTNTT Faculty members on committees that conduct the performance reviews of FTNTT Faculty members; and
 - 3. use signed evaluation forms as part of the performance review process for FTNTT Faculty members.

Section 6. First Full Performance Review

A FTNTT Faculty member who has received appointments for three (3) consecutive academic years shall be subject to a Full Performance Review during the third year of appointment before a fourth annual appointment can be anticipated or authorized. As described in Section 4.C. above, if a fourth annual appointment is not anticipated, the FTNTT Faculty member will not be scheduled for a Full Performance Review.

- A. The Full Performance Review will follow the format, procedures and timelines

established by the University, as annually distributed through the Office of Faculty Affairs. The criteria shall be as developed by the academic unit and, if applicable, the regional campus of appointment, based primarily on established instructional and/or professional effectiveness criteria applicable to the renewal of FTNTT Faculty members within the academic unit and/or regional campus.

1. The unit administrator shall notify the FTNTT Faculty member of the review by providing (i) the criteria as developed by the academic unit and campus, if applicable (e.g., a copy of the academic unit handbook, campus handbook, other unit or campus guidelines); and (ii) the academic unit's and, if applicable, the campus' documentation requirements to the FTNTT Faculty member no later than the end of the spring semester in the academic year prior to the academic year in which the full performance review will be scheduled.
2. FTNTT Faculty members are encouraged to consult with their unit administrator about (i) the review process; (ii) the applicable criteria; and, (iii) the documentation requirements (e.g., scheduling peer reviews, if needed). If criteria and documentation requirements developed by the academic unit and, if applicable, the campus are not provided to the FTNTT Faculty member, he/she should use [Addendum B](#) of this Agreement to prepare for the review.
3. The period of performance to be reviewed is the three (3) years of consecutive appointments, including that portion of the third appointment which is subject to evaluation and assessment at the time of the review. Guidelines for the submission of materials for review in the spring semester of the third consecutive year of appointment and for the timely conduct of the review process will be issued annually by the Office of Faculty Affairs. (*See, Addendum B, Suggested Documentation Guidelines for Full-Time Non-Tenure Track Faculty Full Performance Reviews.*)
4. For FTNTT Faculty members who are on a nine-month contract and are hired at the beginning of the spring semester, the first full academic year will be considered the FTNTT Faculty member's first year for the purposes of the Full Performance Review as described in this Section 6.
5. For FTNTT Faculty members on a twelve-month contract and hired between January 1 and June 30, the first full fiscal year (i.e., July 1 to June 30) will be considered the FTNTT Faculty member's first year for the purposes of the Full Performance Review as described in this Section 6.
6. For FTNTT Faculty members whose appointment is in an academic College (e.g., interdisciplinary program) or the Fashion Museum, the College Dean, or his/her designee, will function as the unit administrator for the purposes of any performance review as described in this Article. The Dean or his/her designee will establish an ad hoc review committee for the review which will include faculty members who are familiar with the FTNTT Faculty member's work and

area of expertise.

- B. At the conclusion of the Full Performance Review, and after consultation with the College Dean, if applicable, the unit administrator will provide the FTNTT Faculty member with a written summary of its outcome and conclusions and an indication of whether an additional appointment may be anticipated and, if so, under what programmatic, budgetary and/or anticipated staffing or projected enrollment circumstances. FTNTT Faculty members are encouraged to request a meeting with their unit administrator at the conclusion of a successful review if they would like to discuss any issue(s) and/or concern(s) about the review process.
1. In the event that an additional appointment is not indicated, the academic unit administrator will include in the written summary provided to the FTNTT Faculty member an explanation of whether lack of adequate satisfaction with performance or the absence of anticipated continuing programmatic need or budgeted resources to support the position is the reason. The academic unit administrator's written summary will inform the FTNTT Faculty member that he/she has the right, within ten (10) days, to add a statement to his/her file concerning any procedural error(s) or error(s) of fact that the FTNTT Faculty member believes have been included in the unit administrator's written summary.
 2. The FTNTT Faculty member may consult the unit administrator and, if desired, seek review of the unit administrator's decision, as applicable, below:
 - a. In Colleges with departments or schools, the FTNTT Faculty member may seek review of the unit administrator's decision by the College Dean or his/her designee.
 - b. In College's without departments or schools or University Libraries, the FTNTT Faculty member may seek review of the unit administrator's decision by the Provost or his/her designee.
 - c. For Regional Campuses, the FTNTT Faculty member may seek review of the unit administrator's decision by the Provost or his/her designee.
 - d. The administrator responsible for conducting the review of the unit administrator's decision, as applicable, will notify the FTNTT Faculty of the review timeline and process within ten (10) days of receipt of a request for review.
 - e. This Section 6.B.2. provides the sole review of a unit administrator's decision that an additional appointment is not indicated, as follows:
 - i. subsequent to any performance review because a lack of adequate satisfaction with performance or the absence of anticipated continuing programmatic need or budgeted resources to support

the position is the reason; or

- ii. at the completion of a performance plan as described in Section 6.B.4. below.
3. An additional appointment immediately subsequent to the completion of the Full Performance Review normally is expected to be part of a three-year term of renewable annual appointments as defined in Section 7, below, provided that continuing programmatic need and budgeted resources supporting the position can be anticipated for the term in question.
4. In the unusual case when a FTNTT Faculty member is approved for a three-year term of annually renewable appointments, as defined in Section 7 below and the unit administrator determines that a subsequent review is needed due to performance concerns, the unit administrator will include a written performance plan that clearly identifies the performance issue(s) and the steps the FTNTT Faculty member must take to correct the issue(s). This performance plan must state what materials the FTNTT Faculty member will need to submit to measure improvement. The unit administrator will also include a timeline and procedure for this subsequent review in the written summary of the review provided to the FTNTT Faculty member as described in B.1. above of this Section 6.

Section 7. Three-year Term of Annually Renewable Appointments

As indicated in Section 6.B.3., above, a FTNTT Faculty member who has successfully completed three (3) consecutive years of employment and one (1) Full Performance Review becomes eligible for appointment to a three-year term of annually renewable appointments which are conditional from year to year only upon continued satisfaction with demonstrated performance, continued programmatic and staffing need within the academic unit, and continued budgetary resources supporting the position. The terms, conditions and expectations for renewal of appointment throughout the three-year term are to be stated in a written *Offer of Appointment* at the time of appointment to the three-year term. The following special circumstances and expectations pertain to FTNTT Faculty members during the three-year term of annually renewable appointments.

- A. FTNTT Faculty members in years four (4) and five (5) of employment with the University may expect to be notified by the responsible unit administrator as early as possible, but no later than March 1, of opportunities for additional appointment for the subsequent academic year or that an opportunity for additional appointment is not anticipated. Absent written notification prior to March 1 of a given year that the appointment is not to be renewed, the appointment for the next academic year within the three-year term shall be regarded as renewed. The basis for failure to renew the appointment, which shall be stated in the notification letter, shall be the absence of one or more of continuing satisfactory performance of instructional and/or other faculty

responsibilities, of continuing programmatic and/or staffing need within the unit, or of anticipated budgeted resources sufficient to support the position for the coming year.

- B. Upon completion of a three-year term of annually renewable appointments, a FTNTT Faculty member in the sixth year of consecutive employment with the University becomes eligible for consideration for another three-year term of annually renewable appointments based upon successful completion of a second Full Performance Review, as provided for in Section 6.A. and 6.B. above; favorable assessment of service and contributions during the initial and most recent three-year term; and anticipated continuation of programmatic and staffing needs and of budgetary resources sufficient to support the position.
- C. In the event of notification prior to March 1 that an appointment is not to be renewed for the next year of the uncompleted term or of notification at the conclusion of the second Full Performance Review that appointment to an additional three-year term is not to be offered, the affected FTNTT Faculty member may meet with the unit administrator and, if desired, seek review of the unit administrator's decision as described in Section 6.B.2. above.
- D. A FTNTT Faculty member serving a three-year term of annually renewable appointments who desires to resign his or her position within the bargaining unit or from the University during the course of that term shall be expected to notify the unit administrator, in writing, no less than thirty (30) days prior to the conclusion of the semester immediately preceding the desired effective date of the resignation.
- E. If a FTNTT Faculty position held by a FTNTT Faculty member serving a three-year term of annually renewable appointments is discontinued for reasons of programmatic need or lack of budgetary resources to continue funding the position, the affected FTNTT Faculty member normally will be offered the opportunity to continue the appointments only if programmatic need is redefined or only if budgetary resources are rediscovered within the same three-year term of annually renewable appointments so that the position could be made available within the same three-year term. Such an opportunity to continue the same term of three-year term of renewable appointments will be offered in accord with the terms and conditions of such appointment referenced in this Section 7.
- F. In the unusual circumstance when any scheduled review, as described in Section 6, 9 and 10 of this Article, must occur outside the normal review cycle, that review will be scheduled during the next normal review cycle and, if the review is successful, the FTNTT Faculty member will begin the second of a three-year term of annually renewable contracts the following academic year.

Section 8. Additional Three-year Terms of Annually Renewable Appointments

- A. FTNTT Faculty members in the first two (2) years of a third, fourth, fifth, *et seq.* three-year term of annually renewable appointments (e.g., years seven (7) and eight (8); ten (10) and eleven (11); thirteen (13) and fourteen (14), *et seq.*) of employment with the

University may expect to be notified by the responsible academic administrative officer as early as possible, but no later than October 1 of a given year that the appointment is not to be renewed for the next academic year, the appointment for the next academic year within the three-year term shall be regarded as renewed. The basis for failure to renew the appointment, which shall be stated in the notification letter, shall be the absence of one or more of continuing satisfactory performance of instructional and related faculty responsibilities, of continuing programmatic and/or staffing need within the unit, or of anticipated budgeted resources sufficient to support the position for the coming year.

- B. Upon completion of two (2) three-year terms of annually renewable appointments, a FTNTT Faculty member in the ninth, twelfth, fifteenth, *et. seq.* year becomes eligible for consideration for another three-year term of annually renewable appointments based upon successful completion of a performance review, as provided for in Section 9 or Section 10 below, as applicable; favorable assessment of service and contributions during the most recent three-year term; and anticipated continuation of programmatic and staffing needs and of budgetary resources sufficient to support the position.
- C. In the event of notification prior to October 1 that an appointment is not to be renewed for the next academic year of the uncompleted term or of notification at the conclusion of the performance review that appointment to an additional three-year term is not to be offered, the affected FTNTT Faculty member may meet with the unit administrator and, if desired, seek review of the unit administrator's decision as described in Section 6.B.2. above.
- D. A FTNTT Faculty member serving a three-year term of renewable appointments who desires to resign his or her position within the bargaining unit or from the University during the course of that term shall be expected to notify the unit administrator of the academic unit or regional campus where the appointment is held, in writing, no less than thirty (30) days prior to the conclusion of the semester immediately preceding the desired effective date of the resignation.
- E. If a FTNTT Faculty position held by a FTNTT Faculty member serving a three-year term of annually renewable appointments is discontinued for reasons of programmatic need or lack of budgetary resources to continue funding the position, the affected FTNTT Faculty member of the unit normally will be offered the opportunity to continue the appointments only if programmatic need is redefined or only if budgetary resources are rediscovered within the same three-year term of appointments so that the position could be made available within the same three-year term. Such an opportunity to continue the same term of three-year renewable appointments will be offered in accord with the terms and conditions of such appointment referenced in Section 7 above.

Section 9. Simplified Performance Reviews

- A. After nine (9) and twelve (12) years of consecutive appointments, FTNTT Faculty members shall undergo a simplified performance review. The review will follow the format, procedures and timelines established by the University, as annually distributed

through the Office of Faculty Affairs. FTNTT Faculty members will submit to the unit administrator a vitae, summaries of student surveys of instruction, if applicable, and a narrative of up to five (5) pages in which the FTNTT Faculty member describes her/his professional activities during the past three (3) years. A FTNTT Faculty member who successfully completes this performance review is eligible for a three (3) year term of annually renewable appointments which is conditional from year to year only upon continued satisfaction with demonstrated performance, continued programmatic and staffing need within the academic unit, and continued budgetary resources supporting the position.

- B. At the conclusion of the simplified performance review and after consultation with the College Dean, if applicable, the unit administrator will provide the FTNTT Faculty member with a written summary of its outcome and conclusions and an indication of whether an additional appointment may be anticipated and, if so, under what programmatic, budgetary and/or anticipated staffing or projected enrollment circumstances. FTNTT Faculty members are encouraged to meet with their unit administrator, as applicable, at the conclusion of a successful review if they would like to discuss any issue(s) and/or concern(s) about the review process.
1. In the event that an additional appointment is not indicated, the academic unit administrator will include in the written summary provided to the FTNTT Faculty member an explanation of whether lack of adequate satisfaction with performance or the absence of anticipated continuing programmatic need or budgeted resources to support the position is the reason. The academic unit administrator's written summary will inform the FTNTT Faculty member that he/she has the right, within ten (10) days, to add a statement to his/her file concerning any procedural error(s) or error(s) of fact that the FTNTT Faculty member believes have been included in the unit administrator's written summary.
 2. The FTNTT Faculty member may meet with unit administrator and, if desired, seek review of the unit administrator's decision as described in Section 6.B.2 above.
 3. An additional appointment immediately subsequent to the completion of the performance review normally is expected to be part of a three-year term of renewable annual appointments as defined in Section 7 above, provided that continuing programmatic need and budgeted resources supporting the position can be anticipated for the term in question.
 4. When a FTNTT Faculty member is approved for a three-year term of annually renewable appointments, as defined in Section 7 above and the unit administrator determines that a subsequent review is needed due to performance concerns, the unit administrator will include a written performance plan that clearly identifies the performance issue(s) and the steps the FTNTT Faculty member must take to correct the issue(s). This performance plan must also state what materials the FTNTT Faculty member will need to submit to measure improvement. The unit

administrator will also include a timeline and procedure for this subsequent review in the written summary of the review provided to the FTNTT Faculty member as described in B.1. of this Section 9.

Section 10. Administrative Performance Reviews

- A. After fifteen (15) years of consecutive appointments, and every three (3) years thereafter, FTNTT Faculty members shall be reviewed by their unit administrator. This administrative performance review will follow the format, procedures and timelines established by the University, as annually distributed through the Office of Faculty Affairs. To complete this review, the unit administrator will schedule a meeting with the FTNTT Faculty member who will submit, prior to the meeting, a current vitae and a narrative of 1-3 pages in which the FTNTT Faculty member describes her/his professional activities during the past three (3) years prior to the meeting. A FTNTT Faculty member who successfully completes this review is eligible for a three (3) year term of annually renewable appointments which is conditional from year to year only upon continued satisfaction with demonstrated performance, continued programmatic and staffing need within the academic unit, and continued budgetary resources supporting the position. FTNTT Faculty members are encouraged to request a follow-up meeting with their unit administrator at the conclusion of a successful review if they would like to discuss any issue(s) and/or concern(s) about the review process.
- B. At the conclusion of this review and after consultation with the Dean, if applicable, the unit administrator will provide the FTNTT Faculty member with a written summary of its outcome and conclusions and an indication of whether an additional appointment may be anticipated and, if so, under what programmatic, budgetary and/or anticipated staffing or projected enrollment circumstances.
1. In the event that an additional appointment is not indicated, the unit administrator will include in the written summary provided to the FTNTT Faculty member an explanation of whether lack of adequate satisfaction with performance or the absence of anticipated continuing programmatic need or budgeted resources to support the position is the reason. The academic unit administrator's written summary will inform the FTNTT Faculty member that he/she has the right, within ten (10) days, to add a statement to his/her file concerning any procedural error(s) or error(s) of fact that the FTNTT Faculty member believes have been included in the administrator's written summary.
 2. The FTNTT Faculty member may meet with the unit administrator and, if desired, seek review of the unit administrator's decision as described in Section 6.B.2. above.
 3. An additional appointment immediately subsequent to the completion of this administrative performance review normally is expected to be part of a three-year term of renewable annual appointments as defined in Section 7 above, provided

that continuing programmatic need and budgeted resources supporting the position can be anticipated for the term in question.

4. In the unusual case when a FTNTT Faculty member is approved for a three-year term of annually renewable appointments, as defined in Section 7 above, and the unit administrator determines that a subsequent review is needed due to performance concerns, the unit administrator will include a performance plan that clearly identifies the performance issue(s) and the steps the FTNTT Faculty member must take to correct the issue(s). This performance plan must also state what materials the FTNTT Faculty member will need to submit to measure improvement. The unit administrator will also include a timeline and procedure for this subsequent review in the written summary of the review provided to the FTNTT Faculty member as described in B.1. above of this Section 10.

Section 11. Academic Ranks

As noted in Article II, Section 1.A., of this Agreement, FTNTT Faculty members hold appointment at one (1) of the following six (6) academic ranks: Lecturer, Associate Lecturer, Senior Lecturer, Assistant Professor, Associate Professor, or Professor. The academic ranks of Lecturer, Associate Lecturer and Senior Lecturer are reserved for FTNTT Faculty members who have not earned a terminal degree in their discipline, but whose professional experience and demonstrated performance warrant these ranks. The academic ranks of Assistant Professor, Associate Professor and Professor are reserved for FTNTT Faculty members who have earned the terminal degree in their discipline and whose professional experience and demonstrated performance warrant these ranks.

- A. Determination of academic rank is a function of the combination of earned academic credentials and demonstrable experience and achievement appropriate to the level of appointment. Normally, initial appointment as a FTNTT Faculty member will be at the rank of Lecturer unless the appointee possesses the doctoral degree or, in some instances, the highest available earned advanced degree ("terminal degree") appropriate to the academic discipline. In the latter instance, the expectation is that the FTNTT Faculty member will be appointed at the rank of Assistant Professor.
- B. When the combination of academic credentials and demonstrated appropriate experience and professional contributions would warrant appointment within the academic unit at the rank of Associate Lecturer, Senior Lecturer, Associate Professor or Professor, the University, in its sole discretion, may appoint new FTNTT Faculty members at those ranks.
- C. FTNTT Faculty members may request reconsideration of the rank of appointment with each annual renewal of appointment if he/she believes that he/she was hired at an inappropriate rank. To request such a reconsideration of rank, a FTNTT Faculty member should submit a written request to the unit administrator providing a rationale for reconsideration of rank citing earned academic credentials and appropriate professional experience and contributions that would warrant such reconsideration. A change in rank

which results from a reconsideration of rank has no impact on salary other than the salary minima, if applicable, as established in Article XI of this Agreement.

- D. A FTNTT Faculty member who receives the doctoral or established appropriate terminal degree that would warrant initial appointment at the rank of Assistant Professor will be appointed at that rank with the renewal of appointment, if offered, for the academic year immediately following receipt of verification of the award of the appropriate advanced degree. A change in rank resulting from the awarding of a doctoral or established appropriate terminal degree has no impact on salary other than the salary minima, if applicable, as established in Article XI of this Agreement.
- E. A change in rank resulting from a successful promotion application as described in Section 12 below has an impact on salary as provided in Article XI of this Agreement.

Section 12. Promotion

- A. FTNTT Faculty members⁵ who have completed five (5) consecutive years of employment as a FTNTT Faculty member and one (1) successful Full Performance Review may apply for promotion to the rank of Associate Lecturer/Associate Professor, as applicable, concurrent with their second Full Performance Review, or any year thereafter. Normally, FTNTT Faculty members at the rank of Associate Lecturer/Associate Professor may apply for promotion to the rank of Senior Lecturer/Professor, as applicable, in any year after five (5) full years in rank as an Associate Lecturer/Associate Professor.
- B. Guidelines for the submission of materials for promotion review and for the timely conduct of the promotion review process will be issued annually by the Office of Faculty Affairs. (*See also, [Addendum C](#), Guidelines and Procedures for Full-Time Non-Tenure Track Faculty Promotion.*)

Section 13. Access to Tenure-Track Appointments

- A. Nothing in this Agreement shall create either special advantage for or detriment to FTNTT Faculty members in seeking appointment to vacancies and appointments in the

⁵For the purposes of this Section 12 and subject to Addendum C of this Agreement:

- Administrators who hold FTNTT Faculty rank, as designated on the Unclassified Employment Agreement for their current administrative position, may apply for promotion to the rank of Associate Lecturer/Associate Professor, as applicable, if they have (i) successfully completed at least one Full Performance Review as an FTNTT Faculty member in the FTNTT bargaining unit; and (ii) they have completed at least three (3) consecutive years of employment as an administrator with FTNTT Faculty rank as Lecturer/Assistant Professor, as designated on the administrator's Unclassified Employment Agreement for those three (3) years.
- Administrators who hold the FTNTT Faculty rank of Associate Lecturer/Associate Professor, may apply for promotion to the rank of Senior Lecturer/Professor, as applicable, if they have (i) successfully completed at least one (1) Full Performance Review as an FTNTT Faculty member in the FTNTT bargaining unit; and (ii) completed five (5) consecutive years of employment as an administrator with FTNTT Faculty rank as Associate Lecturer/Associate Professor as designated on the administrator's Unclassified Employment Agreement for those five (5) years.

tenure-track as positions for which they are qualified become available. A FTNTT Faculty member may apply and compete for such opportunities as they become available on the same basis as all other qualified candidates from within or outside the University and without jeopardy to the FTNTT Faculty appointment he/she currently holds.

- B. Similarly, nothing in this Agreement shall either guarantee to a FTNTT Faculty member or preclude the University from offering, appointment in the tenure-track to a FTNTT Faculty member during the term of his/her appointment, consistent with fulfillment of the criteria, procedures and policies for making appointments to such positions.

Section 14. Reduction In Force

It is recognized that appointments for FTNTT Faculty members covered by this Agreement are made annually and subject to programmatic need, satisfactory performance, and budgeted resources (*See*, Article X, Section 3.A of this Agreement). The University currently has policies and procedures in place which govern a reduction in force (retrenchment) of tenured and tenure-track faculty. The University will determine the need to reduce the number of FTNTT Faculty members within a designated academic unit, including a department or program within an academic unit or department (for these purposes the regional campuses shall be designated as one academic unit), consistent with extant retrenchment policies and procedures.

- A. The University first shall attempt to achieve the desired result through the following:
 - 1. Attrition, including voluntary early retirement;
 - 2. A release of faculty who are not FTNTT Faculty members, unless no FTNTT Faculty member has the necessary credentials, academic rank, experience and competence needed to perform the assigned responsibilities and to teach a course or courses essential to a designated program(s).
- B. If, consistent with extant University policies and procedures referenced above, the University makes a final determination that a reduction in force of FTNTT Faculty members is necessary, the following factors shall be used to determine which FTNTT Faculty members within the affected unit(s) will be released:
 - 3. The affected FTNTT Faculty member(s) shall first be placed in the appropriate one (1) of the following categories:
 - a. No Full Performance Review completed;
 - b. One (1) successful Full Performance Review completed;
 - c. Two (2) successful Full Performance Reviews completed; or
 - d. Seven (7) or more years of consecutive employment completed.

4. Normally, FTNTT Faculty members with no Full Performance Review completed will be considered for release first. FTNTT Faculty members who have completed one (1) successful Full Performance Review will be considered for release before FTNTT Faculty members who have completed two (2) successful Full Performance Reviews. FTNTT Faculty members who have completed two (2) successful Full Performance Reviews will be considered for release before FTNTT Faculty members who have completed seven (7) or more years of consecutive employment.
5. The following additional factors will be given full consideration in the final determination as to whether a FTNTT Faculty member will be released:
 - a. The FTNTT Faculty member's length of service as a FTNTT Faculty member;
 - b. The quality of the FTNTT Faculty member's contributions as documented with the accumulated record;
 - c. The impact on the academic program resulting from the release of the FTNTT Faculty member, which may be assessed by necessary credentials, experience, academic rank and competence needed to perform the assigned responsibilities and to teach a course or courses essential to a designated program(s);
 - d. The University's commitment to affirmative action and its policies adopted there under.

ARTICLE XI

Salary

Section 1. Salary - General Principles

- A. Any standard increment provided during the term of this Agreement will be applicable only to that portion of a FTNTT Faculty member's salary that is included in the academic unit budget. Standard increments provided during the term of this Agreement will not be applicable to any portion of the FTNTT Faculty member's salary, up to and including 100%, which is determined and funded by other agencies of the State of Ohio or other external sources.
- B. The University shall continue to "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS), or to an Alternative Retirement Plan (ARP) selected by the FTNTT Faculty member, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS or to the selected ARP picked up by the University and contributed to STRS or the ARP for the account of the member employee. No FTNTT Faculty member shall have the option to receive the contributed amount directly.
- C. While the Association remains the exclusive agent for negotiating salaries for FTNTT Faculty members, the University reserves the right to adjust salaries beyond the negotiated levels to address special or unusual circumstances affecting the employment and assigned responsibilities of an individual FTNTT Faculty member. FTNTT Faculty members may request a salary review by notifying the appropriate dean with a copy to the unit administrator, if applicable, no later than March 15. The request shall include a rationale statement with supporting evidence that documents the FTNTT Faculty member's case for the adjustment. The dean shall then initiate a salary review by consulting with the appropriate faculty advisory bodies. The dean will notify the FTNTT Faculty member of the outcome of the review no later than the end of the academic year in which the request was made. If the decision is to grant a salary adjustment, such adjustment shall be added to the FTNTT Faculty member's base salary no later than the beginning of the academic year following the completion of the review process. The FTNTT Faculty member's adjusted salary shall become the FTNTT Faculty member's final salary for the academic year in which the adjustment is applied. When an adjustment occurs pursuant to this Section, the University will inform the Association, in writing, within fifteen (15) calendar days of its action.
- D. FTNTT Faculty members with twelve (12) month contracts will receive across the board increases which are $\frac{2}{9}$ greater than the amount awarded for FTNTT Faculty members with nine (9) month contracts whenever fixed amounts, rather than percentage increases, are negotiated.
- E. While employment during the summer or intersession and opportunities to perform overload assignments are neither required of nor guaranteed to FTNTT Faculty members

by this Agreement, when such opportunities are offered to and accepted by a FTNTT Faculty member, the additional compensation for FTNTT Faculty members shall be no less than at the rate established by the Non-Tenure Track Faculty Overload and Summer Salary Schedule appended to this Agreement as [Addendum A](#).

Section 2. Salaries - Academic Years 2020-2021, 2021-2022, 2022-2023

A. ***Standard Increments.*** Each FTNTT Faculty member who was also a member of the bargaining unit in the immediately preceding academic year ("continuing member") shall receive for the referenced year of appointment an increment to salary determined in relation to his/her base annual contract salary as it had been established for the immediately preceding academic year, as defined below:

1. ***For the Academic Year 2020-2021***

Each FTNTT Faculty member who was also a member of the bargaining unit in the 2019-2020 academic year ("continuing member") shall receive a salary increment for his/her appointment for AY 2020-2021 equal to two (2%) of his/her base annual contract salary for the 2019-2020 academic year.

2. ***For the Academic Year 2021-2022***

Each FTNTT Faculty member who was also a member of the bargaining unit in the 2020-2021 academic year ("continuing member") shall receive a salary increment for his/her appointment for AY 2021-2022 equal to two percent (2%) of his/her base annual contract salary for the 2020-2021 academic year.

3. ***For the Academic Year 2022-2023***

Each FTNTT Faculty member who was also a member of the bargaining unit in the 2021-2022 academic year ("continuing member") shall receive a salary increment for his/her appointment for AY 2022-2023 equal to two percent (2%) of his/her base annual contract salary for the 2021-2022 academic year.

B. ***Longevity Adjustments.*** Each FTNTT Faculty member who was also a member of the bargaining unit in the immediately preceding academic year ("continuing member") shall receive for the referenced year of appointment a longevity adjustment to base salary, as defined below:

1. ***For Academic Year 2020-2021***

a. Each FTNTT Faculty member who holds the rank of Professor or Senior Lecturer at the beginning of academic year 2020-2021 and who was hired on or before June 30, 2000 will receive a longevity adjustment of \$2,200.

1. FTNTT Faculty members who receive this Longevity Adjustment will not be eligible for a Longevity Adjustment in academic year 2021-2022 or 2022-2023.
 2. FTNTT Faculty members who have resigned, retired or whose employment has otherwise been terminated before the beginning of academic year 2020-2021 are not eligible to receive the Longevity Adjustment described in this Section B.1.a.
- b. Each FTNTT Faculty member who holds the rank of Associate Professor or Associate Lecturer at the beginning of academic year 2020-2021 and who was hired on or before June 30, 2000 will receive a longevity adjustment of \$1,200.
1. FTNTT Faculty members who receive this Longevity Adjustment will not be eligible for a Longevity Adjustment in academic year 2021-2022 or 2022-2023.
 2. FTNTT Faculty members who have resigned, retired or whose employment has otherwise been terminated before the beginning of academic year 2020-2021 are not eligible to receive the Longevity Adjustment described in this Section B.1.b.

2. ***For Academic Year 2021-2022***

- a. Each FTNTT Faculty member who holds the rank of Professor or Senior Lecturer at the beginning of academic year 2021-2022 and who was hired on or after July 1, 2000 through June 30, 2016 will receive a longevity adjustment of \$800.
1. FTNTT Faculty members who receive this Longevity Adjustment will be eligible to receive a Longevity Adjustment in academic year 2022-2023 provided they are a “continuing member” of the bargaining unit during academic year 2022-2023.
 2. FTNTT Faculty members who have resigned, retired or whose employment has otherwise been terminated before the beginning of academic year 2021-2022 are not eligible to receive the Longevity Adjustment described in this Section B.2.a.
- b. Each FTNTT Faculty member who holds the rank of Associate Professor or Associate Lecturer at the beginning of academic year 2021-2022 and who was hired on or after July 1, 2000 through June 30, 2016 will receive a longevity adjustment of \$450.

1. FTNTT Faculty members who receive this Longevity Adjustment will be eligible to receive a Longevity Adjustment in academic year 2022-2023 provided they are a “continuing member” of the bargaining unit during academic year 2022-2023.
 2. FTNTT Faculty members who have resigned, retired or whose employment has otherwise been terminated before the beginning of academic year 2021-2022 are not eligible to receive the Longevity Adjustment described in this Section B.2.b.
3. ***For Academic Year 2022-2023***
- a. Each FTNTT Faculty member who holds the rank of Professor or Senior Lecturer at the beginning of academic year 2022-2023 and who was hired on or after July 1, 2000 through June 30, 2016 will receive a rank adjustment of \$1,000.
 1. FTNTT Faculty members who have resigned, retired or whose employment has otherwise been terminated before the beginning of academic year 2022-2023 are not eligible to receive the Longevity Adjustment described in this Section B.3.a.
 - b. Each FTNTT Faculty member who holds the rank of Associate Professor or Associate Lecturer at the beginning of academic year 2022-2023 and who was hired on or before July 1, 2000 through June 30, 2016 will receive a rank adjustment of \$500.
 1. FTNTT Faculty members who have resigned, retired or whose employment has otherwise been terminated before the beginning of academic year 2022-2023 are not eligible to receive the Longevity Adjustment described in this Section B.3.b.

B. ***Salary Minima (Floors)***. It is recognized that the salaries of individual FTNTT Faculty members will vary from one another in terms of differentiations in academic credentials and appropriate background experience, in salary at time of initial hire and in length of service at Kent State University, in the nature of responsibilities and in prevailing compensation patterns among differing units of instruction, and in performance assessments which have an impact on salary level prior to the inception of this Agreement. It is, nonetheless, the intent of the contracting parties that there be minimum salaries at each academic rank for FTNTT Faculty members.

Effective with appointments for the 2020-2021 year, and continuing through academic years 2021-2022 and 2022-2023 , those minimum salaries, dependent upon the academic rank and duration of appointment specified in the individual's academic year full-time non-tenure track faculty employment contract, shall be as follows:

For academic years 2020-2021, 2021-2022, and 2022-2023

<u>Academic Rank</u>	<u>9 mo. contract</u>	<u>12 mo. contract</u>
Lecturer/Assistant Professor	\$45,000	\$55,000
Associate Lecturer/ Associate Professor	\$47,500	\$58,056
Senior Lecturer/ Professor	\$52,500	\$64,167

Salary minima for appointments other than those of nine or twelve months in duration will be adjusted appropriately..

Section 3. Promotion Increments - Academic Years 2020-2021, 2021-2022, 2022-2023

Any FTNTT Faculty member who is promoted in rank during an academic year, shall receive the following promotion increase, in addition to any salary increment(s), at the beginning of the next succeeding appointment, if offered.

<i>Promoted to:</i>	<i>Promotion Increase:</i>
Professor/Senior Lecturer	\$7,500
Associate Professor/Associate Lecturer	\$5,000

ARTICLE XII
Medical Benefits

- A. The collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University includes the terms and conditions of various medical benefits available to full-time tenured and tenure-track faculty members. The parties to this Agreement agree to the implementation of the same terms and conditions of the medical benefits, included in that agreement, for FTNTT Faculty members, including any modifications, amendments, revisions and/or interpretations of the terms and conditions of those medical benefits during the life of this Agreement whether (i) mutually agreed to in the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty members; or, (ii) ordered by a court of law; or, (iii) ordered by a mutually-selected third party pursuant to the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty members.
- B. [The most current, official version of Article XIII \(Medical Benefits\) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University can be viewed online.](#)
- C. As a convenience only, the full text of the current official version of Article XIII (Medical Benefits) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University in effect when this Agreement was executed is attached to this Agreement in [Addendum E](#). The parties agree that should Article XIII (Medical Benefits) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members be modified or amended during the life of this Agreement as described in Section A above, any such modification(s) or amendment(s) would apply to FTNTT Faculty and Addendum E would be updated online to reflect such modification(s) or amendment(s).

ARTICLE XIII
Other Benefits

- A. The collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University includes the terms and conditions of various other benefits available to full-time tenured and tenure-track faculty members. The parties to this Agreement agree to the implementation of the same terms and conditions of those other benefits as included in that agreement and as they would apply to FTNTT Faculty members, including any modifications, amendments, revisions and/or interpretations of those terms and conditions during the life of this Agreement whether (i) mutually agreed to in the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty members; or, (ii) ordered by a court of law; or, (iii) ordered by a mutually-selected third party pursuant to the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty members.
- B. [The most current, official version of Article XIV \(Other Benefits\) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University can be viewed online.](#)
- C. As a convenience, the full text of the current, official version of Article XIV (Other Benefits) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University in effect when this Agreement was executed is attached to this Agreement in [Addendum E](#). The parties agree that should Article XIV (Other Benefits) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members be modified or amended during the life of this Agreement as described in Section A above, any ⁶such modification(s) or amendment(s) would apply to FTNTT Faculty and Addendum E would be updated online to reflect such modification(s) or amendment(s).

ARTICLE XIV

Faculty Fitness for Duty

Section 1.

The University and the Association are committed to providing a safe, efficient and productive working environment for the benefit of the University community and the public. The University and the Association agree that FTNTT Faculty members are expected to be fit for duty when they are performing work for the University and that FTNTT Faculty members are expected to perform their job responsibilities in an effective and safe manner at all times. The University and the Association agree that FTNTT Faculty members who are not fit to perform their duties may have a detrimental impact on themselves, on other members of the University community, and/or on the public. The University and the Association agree that, from time to time, various issues that can be identified and addressed may have an impact on a FTNTT Faculty member's fitness for duty. The University and the Association also agree that the need for a fitness for duty evaluation of a FTNTT Faculty member is a serious matter and should only take place when the University's ability to provide a safe, efficient and productive working environment is at risk. The University and the Association also agree that a fitness for duty evaluation, while serious, is itself a non-disciplinary process intended to identify and potentially address any issue that may be having an impact on a FTNTT Faculty member's fitness for duty.

Section 2.

- A. The collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University includes a non-disciplinary procedure for evaluating the fitness of faculty members under certain circumstances. The parties to this Agreement agree to the implementation of this procedure for evaluating the fitness of FTNTT Faculty members as described therein.
- B. [The most current, official version of Article XV \(Faculty Fitness for Duty\) of the Collective Bargaining Agreement between the full-time tenured and tenure-track faculty members and the University can be viewed online.](#)
- C. As a convenience, the full text of the current, official version of Article XV (Faculty Fitness for Duty) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University in effect when this Agreement was executed is attached to this Agreement in [Addendum E](#). The parties to this Agreement agree to the implementation of the same terms and conditions of Article XV (Faculty Fitness for Duty), included in that agreement, for FTNTT Faculty members, including any modifications, amendments, revisions and/or interpretations of the terms and conditions of those terms and conditions during the life of this Agreement whether (i) mutually agreed to in the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty members; or, (ii) ordered by a court of law; or, (iii) ordered by a mutually-selected third party pursuant to the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty

members and Addendum E would be updated online to reflect such modification(s) or amendment(s).

ARTICLE XV
No Strike No Lockout

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XVI
Professional Development

Section 1. Faculty Professional Development

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

Section 2. Professional Development Excellence Pool

- A. For the duration of this Agreement, the University will continue to support the professional development of FTNTT Faculty members through the Professional Development Excellence Pool. The University may increase or decrease this pool but may not reduce the amount allocated each academic year below that shown in [Addendum F](#). Any change in the annual budget requires consultation with the Non-Tenure Track Provost's Advisory Council (NPAC). The NPAC, in consultation with the Provost or his/her designee, will determine the procedures and practices for the distribution of Non-Tenure Track Professional Development Excellence Awards (NPDEA) from the pool.
1. All continuing FTNTT Faculty members who have completed one (1) Full Performance Review are eligible to apply for funds from the Professional Development Excellence Pool,
 2. The Non-Tenure Track Provost's Advisory Council (NPAC) will oversee the application procedures and guidelines for the submission and review of proposals which will be distributed to FTNTT Faculty members annually by the Provost or his/her designee.

Section 3. Leaves of Absence for Professional Development

The parties to this Agreement recognize the importance and positive nature of continued professional development for the purpose of enhancing the University's mission as well as the performance and role of FTNTT Faculty members with regard to that mission.

- A. Under conditions specified below, FTNTT Faculty members may apply in writing to his/her academic unit administrator (department chair, school director, college dean or regional campus dean, as applicable) for an unpaid leave of absence for the purpose of continued professional development, approval of which shall be at the sole discretion of the University. The parties to this Agreement understand and agree that the University shall accept no responsibility in any instance for offering, securing, or otherwise generating financial support for such a leave. Funding to make possible or to support the leave is the sole responsibility of the FTNTT Faculty member who requests the leave.

- B. A FTNTT Faculty member, in the course of a three-year term of annually renewable appointments is eligible to apply and to be considered for an unpaid leave of absence for professional development provided that:
1. Funding for the unpaid professional development leave of absence is secured by the applicant and awarded through external sources for the period of the proposed leave. The FTNTT Faculty member must provide evidence from the funding source of the external support for the period of the proposed leave.
 2. The purpose(s) of the proposed leave must be deemed acceptable in terms of the leave's potential for upgrading professional skills, acquiring new skills, and intellectual and professional development that will be of benefit to the individual and the University.
 3. The FTNTT Faculty member has served a minimum of two (2) consecutive three-year terms of annually-renewable appointments and completed reviews for each appointment, the results of which would permit the University to continue the person in the position for a third three-year term of annually renewable appointments subject to availability of budgetary resources and programmatic need;
 4. The applicant shall provide the University with written assurance that he/she will return in the subsequent academic year to complete the three-year term of annually renewable appointments. The normal duration of the approved unpaid leave of absence for continued professional development shall be one (1) academic year. In its sole discretion, the University may approve such a leave of one (1) semester in duration, but not for a shorter period; and
 5. The academic unit or regional campus, as applicable, must be able to support the programmatic and staffing needs of the unit or campus in the absence of the FTNTT Faculty member.
- C. After the conditions stated in B. above have been satisfied, the following apply:
1. If approved, the leave takes place within a three-year term of annually renewable appointments.
 2. If the leave is approved and taken, the position of the FTNTT Faculty member receiving approval for the leave shall remain available to the FTNTT Faculty member upon completion of the leave;
 3. The university shall continue to make available full-time employee benefits to the FTNTT Faculty member during the period of the approved professional development leave of absence;

4. Upon completion of the leave, the FTNTT Faculty member shall provide a brief written summary report of the outcomes of the leave to the Provost or his/her designee. (Copies of this summary should also be sent to the department chair, school director and/or college dean, as applicable, by a FTNTT Faculty member whose appointment is at the Kent Campus and to the campus dean by a FTNTT Faculty member whose appointment at a regional campus.)

Section 4. Professional Development Workload Equivalencies

FTNTT Faculty members may request and be considered for a three (3) credit hour Professional Development Workload Equivalency. Two conditions must be met in order for a FTNTT Faculty member to request consideration of a workload equivalency for the purposes of professional development. The FTNTT Faculty member i) must have successfully completed at least one (1) Full Performance Review; and ii) must be serving at least the first year of a three-year term of annually renewable appointments, as described in Article X, at the time of the submitted request.

- A. If these conditions are met, a FTNTT Faculty member may request consideration for a Professional Development Workload Equivalency through the unit administrator (department chair, school director, college dean or regional campus dean, as applicable). The written request shall state the rationale for the proposed workload equivalency and the work that the bargaining unit member intends to accomplish with the requested workload equivalency, as that work relates to the FTNTT Faculty member's instructional and/or other professional services within the unit.
- B. The approval of any request for a workload equivalency for professional development shall be at the sole discretion of the University through the unit administrator in consultation with the appropriate advisory bodies or college dean, if applicable.
- C. The FTNTT Faculty member must request consideration for such workload equivalency no later than November 1 of the academic year preceding the regular academic year for which the workload equivalency would be approved.
- D. Limitations. If approved, the following limitations apply to workload equivalencies for professional development:
 1. Workload equivalencies for the purposes of professional development can be utilized only during the regular academic year requested.
 2. A FTNTT Faculty member may receive no more than one (1) approved workload equivalency under this provision during the course of a three-year term of annually renewable appointments.
 3. A FTNTT Faculty member will not be eligible or considered for an overload assignment during the semester in which a workload equivalency granted for professional development would be utilized.

- E. The FTNTT Faculty member shall provide a written summary report of the outcomes of the workload equivalency prior to the beginning of the subsequent academic year. This written summary shall be included with the documentation for the next Full Performance Review or performance review, respectively.

Section 5. Instructional and Professional Support

- A. Within the context of prevailing policies, procedures and practices, FTNTT Faculty members should expect to have access to adequate instructional and/or professional support services, facilities, and clerical services of the academic unit or regional campus in support of their instructional and/or other professional activities. As consistent with established policies and practices of the unit/campus and within the constraints of resources, budgeted and physical, available for the purpose(s), these normally should be expected to include access to adequate office space, to instructional equipment and supplies, and to clerical support available within the unit.
- B. Questions and/or disputes arising under this Section are not subject to the Grievance Procedure in Article VII. FTNTT Faculty members should work with unit administrators to resolve informally questions and/or disputes arising under this Section. FTNTT Faculty members may request that the matter be considered by the established Faculty Advisory Committee (Faculty Council in instances involving faculty assigned to a regional campus) and/or the FTNTT AAUP/KSU Joint Study Committee which body shall offer its advice on the matter in dispute to the unit administrator. That administrative officer shall make a final determination on the matter.

ARTICLE XVII

Intellectual Property Rights

Section 1.

This Article sets forth the rights and obligations of the parties hereto as to intellectual property rights of the University and the FTNTT Faculty, such rights to include, but not be limited to, rights in intellectual property that can be copyrighted. The conditions of this Article exist within the context of, and are not intended to contravene, applicable federal or state statute or regulations, including but not limited to Section 201(b) of the Copyright Revision Act of 1976 and Ohio Revised Code Section 3345.14, and extant University policy and established procedures. Works subject to trademark or patent registration as defined in University Policy 10-06, as in effect October 15, 2016 (formerly University Policy 5-09), are explicitly excluded from the provisions of this Article.

Section 2.

- A. The collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University includes terms and conditions which apply to the intellectual property rights of full-time tenured and tenure-track faculty members. The parties to this Agreement agree to the implementation of these terms and conditions for FTNTT Faculty members as described therein, including any changes, modifications, amendments, revisions or interpretations of those terms and conditions during the life of this Agreement.
- B. [The most current, official version of Article XX \(Intellectual Property Rights\) of the Collective Bargaining Agreement between the full-time tenured and tenure-track faculty members and the University can be viewed online.](#)
- C. As a convenience, the full text of the current, official version of Article XX (Intellectual Property Rights) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University in effect when this Agreement was executed is attached to this Agreement in [Addendum G](#). The parties to this Agreement agree to the implementation of the same terms and conditions of Article XX (Intellectual Property Rights), included in that agreement, for FTNTT Faculty members, including any modifications, amendments, revisions and/or interpretations of the terms and conditions of those terms and conditions during the life of this Agreement whether (i) mutually agreed to in the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty members; or, (ii) ordered by a court of law; or, (iii) ordered by a mutually-selected third party pursuant to the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty members and Addendum G would be updated online to reflect such modification(s) or amendment(s).

ARTICLE XVIII
Distance Education

Section 1.

A. Definition of Distance Education

Distance education is defined as courses (or course sections) in which instruction occurs remotely and various forms of technology are utilized to provide students/faculty with differentiated modes of interaction and communication, including but not limited to modes identified in the following terms:

1. synchronous distribution, e.g., face-to-face interaction provided through room-based video, desktop-based video, or other modes of interactive audio and video conferencing; and,
2. asynchronous distribution, e.g., web-based or internet-based online courses/sections.
3. Distance Education courses may be offered in any combination of the above and/or through such other technologies as identified, provided, and supported by the University.

Section 2.

A. The collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University includes terms and conditions which apply to distance education, as defined herein, and the rights and responsibilities of full-time tenured and tenure-track faculty members. The parties to this Agreement agree to the implementation of these terms and conditions for FTNTT Faculty members as described therein, including any modifications, amendments, revisions or interpretations of those terms and conditions during the life of this Agreement.

B. [The most current, official version of Article XXI \(Distance Education\) of the Collective Bargaining Agreement between the full-time tenured and tenure-track faculty members and the University can be viewed online.](#)

C. As a convenience, the full text of the current, official version of Article XXI (Distance Education) of the collective bargaining agreement between the full-time tenured and tenure-track faculty members and the University in effect when this Agreement was executed is attached to this Agreement in [Addendum H](#). The parties to this Agreement agree to the implementation of the same terms and conditions of Article XXI (Distance Education), included in that agreement, for FTNTT Faculty members, including any modifications, amendments, revisions and/or interpretations of the terms and conditions of those terms and conditions during the life of this Agreement whether (i) mutually agreed to in the collective bargaining agreement between the University and the full-time

tenured and tenure-track faculty members; or, (ii) ordered by a court of law; or, (iii) ordered by a mutually-selected third party pursuant to the collective bargaining agreement between the University and the full-time tenured and tenure-track faculty members and Addendum H would be updated online to reflect such modification(s) or amendment(s).

ARTICLE XIX

Miscellaneous

Section 1. Separability, Savings, and Applicable Law

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

Section 2. Additions or Modifications to Agreement

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

Section 3. Past Practice

This Agreement does not obligate the University to continue any practice, policy, pronouncement or benefit that affects members of the bargaining unit, except as expressly set forth in this Agreement. However, the University agrees that any discontinuance or modification of a practice, policy, pronouncement or benefit that affects members of the bargaining unit and which is not set forth in this Agreement will be developed and implemented in accord with established University procedures and processes appropriate to the purpose(s), including due consultation and advice of appropriate faculty bodies.

Section 4. Academic Year

It is agreed that the regular academic year refers to the period covered by regular faculty employment contracts from the beginning of the fall semester and continuing through the completion of the spring semester. It is understood that the regular academic year does not include the summer or the intersession referenced in Article IX of this Agreement; however, employment contracts for bargaining unit members include the intersession between the fall and spring semesters.

ARTICLE XX
Duration and Negotiation Procedure

Section 1. Duration.

The effective date of this Agreement shall be the 23rd day of August, 2020. Except as changes, amendments or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 A.M. on August 23, 2023, from year to year thereafter, unless either party shall at least one hundred twenty (120) calendar days but not more than one hundred thirty-five (135) calendar days prior to the expiration date or any anniversary thereof notify the other party in writing of its desire to amend or terminate this Agreement. In the event that such notice is given, the parties agree to meet within fifteen (15) calendar days.

Section 2. Negotiation Procedure.

- A. The parties hereby adopt the following mutually agreed upon and exclusive procedure and provisions for negotiations and dispute resolution with respect to negotiations for a new or amended agreement conducted pursuant to Section 1 hereof.
- B. The Association and the University shall each select its own core bargaining committee of not more than five (5) members. The Association and the University will exchange, in writing, the names of the members of their authorized bargaining teams at, or prior to, the first negotiating session. Further, each side will designate a chief negotiator and advise the other party of such designation in writing.
- C. In the event that either the University or the Association plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than five (5) persons, inclusive of resource persons, at any negotiating session.
- D. Negotiation sessions will be conducted as frequently as the parties determine. If either party is unable to attend the scheduled session, at least twenty-four (24) hours' notice of said intention shall be given to the other party. The notification period may be shortened in the event of an emergency.
- E. All negotiating sessions will be held at a mutually agreed upon location. The University will provide up to six (6) parking passes for the scheduled negotiations sessions.
- F. Each negotiating team represents that it has authority to negotiate a tentative agreement and that its designated chief negotiator is authorized to enter into and initial tentative agreements as they are developed. The tentative agreement shall be subject to ratification by the Association membership and subject to the approval of the Board of Trustees of the University. Any tentative agreement reached shall be drafted and initialed by both parties but shall not become effective until a full contract is finally approved and executed.

- G. The University and the Association agree that each committee shall have the right to caucus.
- H. The chief negotiators shall have authority to meet separately to review the progress of negotiations, to set agendas for individual negotiating sessions and generally to discuss matters that could facilitate a timely progression of the negotiations.
- I. Each party is responsible for taking its own notes during negotiations. No mechanical records of the negotiating sessions will be permitted; however, the parties may use the services of a court reporter.
- J. It is the intent of both parties that the negotiations be conducted at the bargaining table and not through the media. If both parties mutually agree that a joint statement to the media regarding negotiations is necessary or advisable, such must be mutually acceptable and shall be jointly released. Each party has the right to make periodic progress reports to its constituency.
- K. It is recognized that the University has need to issue annual employment contracts for any given academic year no later than August 1. If a ratified collective bargaining agreement between the University and the Association is not in effect as of that date or if negotiations for establishing salary and benefits levels for that academic year have not been completed and duly ratified as of that date, provisional contracts will be issued to members of the bargaining unit who are to be offered full-time non-tenure track faculty contracts for the academic year and who were also members of the designated unit during the preceding academic year. Until a ratified agreement is secured, the provisional contract shall be at the same salary and benefits levels as were in effect during the preceding academic year. Should the University conclude that there is compelling reason for making an exception to this rule as it pertains to special circumstances affecting the anticipated employment during the forthcoming academic year of an individual member of the bargaining unit, the University will consult and secure the consent of the Association before proceeding to issue an annual employment contract for the academic year to the affected member of the bargaining unit at a salary or benefits level other than as prescribed in this section.

Section 3. Dispute Resolution.

- A. If tentative agreement on a full contract has not been reached thirty (30) days prior to the expiration date of any current collective bargaining agreement, the parties may jointly and in writing request mediation and submit all issues in dispute to the Federal Mediation and Conciliation Service (FMCS). Alternatively, either party may declare impasse for the sole purpose of inviting intervention by FMCS. Each party shall cooperate fully with FMCS and will continue to bargain in good faith, with or without FMCS assistance. Such request for mediation does not constitute a request for arbitration and shall constitute the parties' sole dispute settlement procedure. The parties agree that nothing herein shall be deemed to impair or restrict the parties' respective full statutory rights in the event mediation does not resolve the impasse.

B. This Agreement may be extended by mutual agreement beyond the termination date.

Section 4.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, effective August 23, 2020 to be executed by their duly authorized representatives.

KENT STATE UNIVERSITY

FULL-TIME NON-TENURE TRACK
FACULTY UNIT, AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS, KENT STATE CHAPTER

By _____
Chairman, Board of Trustees

By _____
Unit President

By _____
President

By _____
Chief Negotiator

By _____
Chief Negotiator

By _____
Member, Bargaining Team

ADDENDUM A
 Kent State University Overload and Summer
 Salary Schedule Effective Summer Semester 2017
 UNDERGRADUATE AND GRADUATE

Rank: <i>Load Hrs</i>	Lecturer/ Assistant Professor	Associate Lecturer/ Associate Professor	Senior Lecturer/ Professor
1.00	1,695.00	2,061.00	2,493.00
1.25	2,118.75	2,576.25	3,116.25
1.50	2,542.50	3,091.50	3,739.50
1.75	2,966.25	3,606.75	4,362.75
2.00	3,390.00	4,122.00	4,986.00
2.25	3,813.75	4,637.25	5,609.25
2.50	4,237.50	5,152.50	6,232.50
2.75	4,661.25	5,667.75	6,855.75
3.00	5,085.00	6,183.00	7,479.00
3.25	5,508.75	6,698.25	8,102.25
3.50	5,932.50	7,213.50	8,725.50
3.75	6,356.25	7,728.75	9,348.75
4.00	6,780.00	8,244.00	9,972.00
4.25	7,203.75	8,759.25	10,595.25
4.50	7,627.50	9,274.50	11,218.50
4.75	8,051.25	9,789.75	11,841.75
5.00	8,475.00	10,305.00	12,465.00
5.25	8,898.75	10,820.25	13,088.25
5.50	9,322.50	11,335.50	13,711.50
5.75	9,746.25	11,850.75	14,334.75
6.00	10,170.00	12,366.00	14,958.00
6.25	10,593.75	12,881.25	15,581.25
6.50	11,017.50	13,396.50	16,204.50
6.75	11,441.25	13,911.75	16,827.75
7.00	11,865.00	14,427.00	17,451.00
7.25	12,288.75	14,942.25	18,074.25
7.50	12,712.50	15,457.50	18,697.50
7.75	13,136.25	15,972.75	19,320.75
8.00	13,560.00	16,488.00	19,944.00

ADDENDUM B
Suggested Documentation Guidelines for Full-Time Non-Tenure Track Faculty
Full Performance Reviews

This Agreement at Article X, Sections 5 and 6 provides that FTNTT Faculty members who have completed three (3) or six (6) consecutive academic years of annually renewable contracts shall be subject to a Full Performance Review during the third and sixth year respectively before an additional appointment can be anticipated or authorized. The following guidelines are provided to assist FTNTT Faculty members in the preparation of the documentation to be submitted for the Full Performance Review.

Normally, the Full Performance Review file will include, at least, the following items:

- A. A self-evaluation providing an assessment of the candidate's teaching and/or other assigned duties and responsibilities, if any, during the period under review;
- B. An up-to-date curriculum vita;
- C. Workload statements for the period under review;
- D. The syllabi for courses taught during the period under review, if applicable; and
- E. The Evaluation Summaries of Student Surveys of Instruction (SSI) for all courses taught during the period under review.
- F. FTNTT Faculty members in the Practitioner, Clinical or Research tracks should include documentation which demonstrates the effective performance of their assigned duties and responsibilities within their respective tracks.

The unit administrator/regional campus dean and/or the unit/campus review committee(s), as applicable, may modify documentation requirements as established by the academic unit/campus. Academic unit administrators will provide FTNTT Faculty members with any additions/modifications to the documentation requirements for the review, as provided in Article X, Section 5.A. of this Agreement. FTNTT Faculty members are encouraged to contact their unit administrator/regional campus dean for more specific information concerning academic unit/campus documentation requirements, as needed.

At his/her discretion, the FTNTT Faculty member may include other materials (e.g., peer reviews, awards, evidence of professional development and/or professional or creative activity) which demonstrate the effective performance of his/her assigned duties and responsibilities during the period under review.

ADDENDUM C
Guidelines and Procedures for
Full-time Non-Tenure Track Faculty Promotion

Section 1.

Promotion is recognition of a FTNTT Faculty member's sustained contributions and distinguished service to the University.

- A. FTNTT Faculty members are eligible to apply for promotion in rank as described in Article X, Section 11 of this Agreement. Promotion is from rank to rank and is sequential.
- B. FTNTT Faculty members who intend to apply for promotion in rank must notify their respective College Dean, in writing, by the deadline stated in the *FT-NTT Faculty Promotion Guide* issued annually by the Office of Faculty Affairs.
- C. Candidates for promotion shall submit a promotion file consisting of at least the following materials:
 - 1. Current curriculum vitae
 - 2. Narrative supporting the rationale for promotion
 - 3. Peer review(s) of teaching for FTNTT Faculty members in the Instructional Track. For FTNTT Faculty members in the clinical, practitioner and research tracks, letters from colleagues and/or peers who are familiar with the faculty member's performance of his/her duties and responsibilities.
 - 4. Summary sheets for Student Surveys of Instruction for candidates who have instructional assignments
 - 5. Workload statements for at least the past three academic years
 - 6. A written evaluation of the FTNTT Faculty member's performance which shall include a recommendation on promotion. For Kent Campus FTNTT Faculty members this evaluation and recommendation shall be prepared by the department chair/school director. For Regional Campus FTNTT Faculty members this evaluation and recommendation shall be prepared by the regional campus dean. This evaluation is one of the documents required to complete the faculty member's file for review at the College level.
 - 7. Other materials supporting the candidate's application for promotion

- D. Promotion files must be submitted to the appropriate College office by the deadline stated in the *FT-NTT Faculty Promotion Guide* issued annually by the Office of Faculty Affairs.
- E. For promotion to the rank of Associate or Professor a faculty member must hold the terminal degree in his/her field. For promotion to Associate or Senior Lecturer the terminal degree is not required.
- F. Recommendation for promotion shall be based on the following criteria:
1. Performance: To be assessed on the performance of assigned duties and responsibilities associated with the assigned track of the candidate (Instructional, Clinical, Practitioner or Research).
 2. Professional Development: To be assessed as it relates to the assigned track of the candidate.
 3. Professional and Creative Activity: To be assessed as it relates to the assigned track of the candidate
 4. University Citizenship: To be assessed as it relates to the assigned track of the candidate.
 5. Research: To be assessed on the performance of assigned duties and responsibilities of candidates who are assigned to the Research Track. (Note: Research that results in publication is not a requirement for promotion in the Instructional or other tracks, however, research and/or publications can be submitted by FTNTT Faculty members as an indication of professional development and/or contributions/service to the University or the discipline/profession.)
- G. Evidence of significant and continuous accomplishments in Performance, Professional Development, and Professional and Creative Activity is required for promotion. Accomplishments and/or contributions in the area of University Citizenship are neither required nor expected, except as to the extent such accomplishments and/or contributions are appropriate to the FTNTT Faculty member's track and/or workload assignments, but will, when they exist, contribute to the bargaining unit member's overall record of accomplishments.

Section 2. College-level Non-tenure Track Promotion Advisory Board (NPAB)

- A. Each college's Non-tenure Track Promotion Advisory Board (NPAB) shall be composed of FTNTT Faculty members and the Dean of the College who shall act as chair and non-voting member of NPAB.

- B. In the fall semester, the College Dean shall initiate and oversee an election of FTNTT Faculty members to serve on the College or University Libraries NPAB, as appropriate. Normally, each NPAB will include three (3) FTNTT Faculty members from the Kent Campus and two (2) FTNTT Faculty members from the Regional Campuses, if applicable. Whenever possible, all NPAB representatives should hold at least the rank of Associate Professor or Associate Lecturer. In the event that FTNTT Faculty members at these ranks are not available or willing to serve on the NPAB, the College may elect FTNTT Faculty members to NPAB who hold the Assistant Professor and Lecturer ranks and who have at least ten (10) years of consecutive employment as a FTNTT Faculty member.
- C. The Dean shall convene the NPAB to evaluate the applications for promotion and lead a candid discussion of the strengths and weaknesses of the candidates. Each voting member shall indicate on a signed ballot either to recommend or not recommend a candidate's application for promotion along with written comments. Approval of at least a simple majority of the board members voting is needed for a positive recommendation for promotion to the Dean.
- D. The Dean shall record the vote and forward his/her recommendation to the Provost with a copy to the candidate and the unit administrator.
- E. If the Dean does not support the candidate's application for promotion, the candidate has fifteen (15) days after receiving notification from the Dean to appeal in writing to the Provost.

Section 3.

After review of the Dean's recommendation on each candidate's application for promotion, the Provost makes a final assessment and determination.

- A. In the case of a positive decision, the President shall notify the successful candidates.
- B. In the case of a negative decision, the Provost shall notify the candidate of the decision and inform the candidate of the right to appeal the decision to the President within ten (10) working days of the receipt of the letter.
- C. Each bargaining unit member who applies for promotion should be notified no later than the end of the spring semester in which the application was submitted.
- D. In no instance shall any member of the NPAB or any academic administrative officer violate the confidentiality of the promotion process or compromise the principles of due process.

ADDENDUM D

Pursuant to Article II, Section 4.A., the parties to this Agreement have identified the following topics that they believe need further study and/or clarification during the term of this Agreement:

1. The Joint Study Committee (JSC), in consultation with the Non-Tenure Track Provost's Advisory Council (NPAC), will review and assess the current practices and procedures for the distribution of the FTNTT Professional Development Excellence Pool (NPDEP). The JSC, or a subcommittee thereof, will begin this review and assessment within sixty (60) days of the ratification of this Agreement. Upon completion of its review and assessment, the JSC, or a subcommittee thereof, will present its recommendations to NPAC and the Provost, or his/her designee, prior to the application and distribution of awards from the NPDEP in academic year 2020-2021.

2. The Joint Study Committee (JSC), or a subcommittee thereof, will review and assess the role FTNTT Faculty members in shared governance in Departments, Schools and Regional Campuses. This review and assessment should include the following:
 - a. The extent of FTNTT Faculty participation on established governance bodies (e.g., Faculty Advisory Committees, Curriculum Committees, Handbook Committees);
 - b. The applicability of Department, School or Campus Handbooks to FTNTT Faculty members;
 - c. The opinions of FTNTT Faculty members concerning their role in shared governance; and
 - d. Any other topics that the JSC, or subcommittee thereof, believe are relevant to this review and assessment.

3. The Joint Study Committee (JSC), or a subcommittee thereof, will develop a plan to review and assess issues concerning the instructional responsibilities of FTNTT Faculty members. This plan would include, but not be limited to, a review and assessment of workload assignments; the availability of workload equivalencies; the number of course preparations per semester; the enrollment in face-to-face and on-line courses; and other issues that the JSC, or a subcommittee thereof, consider relevant to the instructional responsibilities of FTNTT Faculty members.

ADDENDUM E

As referenced in Article XII, XIII and XIV of this Agreement, the following is included for convenience only.

**COLLECTIVE BARGAINING AGREEMENT
FULL-TIME TENURED/TENURE-TRACK FACULTY
Effective August 19, 2019**

ARTICLE XIII Medical Benefits

Section 1. Medical Insurance.

A. Maintenance of Benefits

1. During the life of this Agreement the University agrees to maintain the existing insurance benefits unless otherwise stipulated below including the removal of benefit limits for well-child care for children from birth to age eighteen (18). Well-child care includes a review performed in accordance with the American Academy of Pediatrics. This review includes a history, complete physical examination, and developmental assessment along with anticipatory guidance, laboratory tests, and immunizations.
2. During the life of this Agreement, the University agrees to continue offering health insurance plans according to the guidelines set forth below:
 - a. The University reserves the right to change or reduce the number of medical insurance carriers during the life of this Agreement so long as there is no significant disruption in patient provider relationships as a result of a change in carriers or a reduction in the number of carriers. “Significant disruption in patient provider relationships” shall be determined for medical insurance plans according to the following method:
 - i. The University will request from the current primary insurance network administrator or administrators a complete provider utilization profile for the most recent twelve (12) months of claim experience. This file will contain all facility (hospital, urgent care center, etc.) and professional (physician, physical therapist, etc.) claim charges submitted for the group for the specified time.
 - ii. The University and the administrator will then identify the percent total dollars and the percent of individual claims that were incurred with providers that are participating in the current network. If the

analysis is for a proposed reduction in carriers, the calculation will be based on the combined coverage of the current carriers.

- iii. The University will then request that prospective insurance network administrators make a similar determination for the percent of total dollars charged and percent of individual claims incurred.
 - iv. If both the percent claim dollars charged and individual incurred claims covered by the proposed administrator are equal to or greater than ninety percent (90%) of the percentage identified by the current network administrator, then “no significant disruption” is determined.
- b. The University may offer Faculty voluntary access to additional plans provided by medical insurance carriers that do not meet the requirement of “no significant disruption.”
 - c. The University reserves the right to change carriers for other types of coverage during the life of this Agreement so long as the plan of benefits is not reduced, except as provided below.

B. Health Insurance Benefits for calendar year 2019 and later. During the life of this Agreement, the University will allow Faculty members to select a health insurance plan as set forth herein:

- 1. For calendar year 2019 only:
 - a. The 90/70 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment A hereto.
 - b. The 80/60 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment A hereto.
 - c. The high deductible health plan (HDHP) with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment A hereto.
- 2. For calendar year 2020 and thereafter for the life of this Agreement:
 - a. The 85/60 PPO comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment B hereto.

- b. The high deductible health plan (HDHP) with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment B hereto.
3. In addition to the plans described in B.1 and B.2 above and made available through the primary insurance network, the University may, in its discretion, also offer access to an alternative network of providers for benefits and cost sharing provisions identical to the 90/70 PPO, 80/60 PPO, 85/60 PPO, and HDHP plans during the time periods specified and consistent with the terms described above.
4. Faculty members electing coverage under any of the Medical Plan options will contribute an amount per paycheck which will be calculated with the contribution at the median University salary level equal to 17% of the cost of coverage for the 90/70 PPO, 18.5% of the cost of coverage for the 85/60 PPO, 15% of the cost of coverage for the 80/60 PPO, and 13% of the cost of coverage for the HDHP.
5. There shall be twelve (12) salary levels in the schedule of employee contributions. Contributions per paycheck will be calculated in the same manner as those appearing in the estimates in Schedule A attached. These employee contributions include the cost of coverage for the medical, prescription and vision plans.

C. Coverage for Preventive Services.

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

D. Prescription Drug Benefit.

1. Faculty members electing any of the Medical Plan options will be covered under a prescription drug benefit plan. The cost of this coverage is included in the employee contribution described in Section 1.B.4. above.
2. Under any of the PPO options, purchases are subject to a co-insurance payment from the employee, but are not subject to an annual deductible, as set forth in Attachments A and B hereto.
3. Under the HDHP, purchases are subject to the annual deductible and may be subject to a co-insurance payment from the employee, as set forth in Attachments A and B hereto.
4. Prescription drug benefits for Faculty members electing a medical benefit plan shall also include coverage for oral contraceptives.

5. The prescription drug benefit provided to employees electing any of the medical plans will include the following features:
 - a. Medications may be received from either a retail pharmacy or a mail service pharmacy subject to the limitations below. The maximum prescription available at a retail pharmacy is a 30-day supply; the maximum prescription available from the mail service pharmacy is a 90-day supply.
 - b. Co-insurance levels will be 10% for generic medications, 20% for brand name medications and 40% for brand name medications when a generic equivalent is available. The maximum coinsurance for any single prescription will be \$80, except when a brand name medication is prescribed when a generic equivalent is available. In this case, the maximum coinsurance for any single prescription will be \$100, unless the physician has written the prescription dispense as written.
 - c. Benefits will be provided for maintenance medications (whether brand or generic) through a retail pharmacy for a 30-day prescription and two 30-day refills at the retail level. After the initial 90-day period, benefits will be provided for maintenance medications through the mail service pharmacy only.

Section 2. Dental Benefits.

For calendar year 2019 and thereafter during the life of this Agreement, the University will maintain the current PPO plan, or its equivalent, currently administered by Delta Dental, which includes a high, basic or low option. The terms of the coverage will remain unchanged from those in calendar year 2018. (See Attachment C.) Employee co-payment of premiums for single coverage, dual coverage (one dependent) and family coverage (more than one dependent) will be calculated at a rate of 26.4% of the cost of coverage for each plan option.

Section 3. Vision Care Benefit.

Faculty members electing any of the Medical Plan options will be covered under the current vision care benefit plan. The cost of this coverage is included in the employee contribution described in Section 1.B.4. above. The basic vision care benefit plan effective January 1, 2018 shall be maintained for the life of this Agreement. (See Attachment D.) Any unused benefit per person per year may be carried over to the subsequent year up to a maximum of two years.

Section 4. Wellness Benefit.

The University will continue to explore enhancements to its wellness programs. This may include voluntary programs that include financial incentives. The comprehensive wellness program optimally supports the engagement of faculty, staff and families to develop a sustainable culture of wellness on campus.

Section 5. Domestic Partner Benefits.

Domestic partners, opposite or same sex, of a bargaining unit member may be covered for all benefits including medical, dental, life, personal accident insurance, and tuition remission at the same contribution level applicable to a spouse. Benefits for domestic partners will be subject to IRS rules and regulations, including any limitations to working partners covered by other employers. In order to be eligible for domestic partner benefits, the following conditions must be met: Faculty member and domestic partner

- A. share a permanent residence (unless residing in different cities, states, or countries on a temporary basis);
- B. are the sole domestic partner of each, having been in the relationship for at least six (6) months, and intending to remain in the relationship indefinitely;
- C. are not currently married to or legally separated from another person under either statutory or common law;
- D. are responsible for each other's welfare;
- E. are not related by blood to a degree that would bar marriage in the state of Ohio;
- F. are financially interdependent on each other verified by documentation of at least three of the following:
 - 1. joint ownership of real estate property or joint tenancy on a residential lease;
 - 2. joint ownership of an automobile;
 - 3. joint bank account or credit account;
 - 4. a will designating the domestic partner as the primary beneficiary;
 - 5. a retirement plan or life insurance policy designating the domestic partner as the primary beneficiary;
 - 6. a durable power of attorney signed to the effect that powers are granted to one another.
- G. Faculty and partner shall be at least age eighteen and be able to enter into contracts.

A completed and signed "Affidavit of Domestic Partnership" will be required to initiate benefits.

Section 6. Donated Sick Leave Pool.

A. Guidelines

1. The parties agree that the currently existing Sick Leave Pool shall be maintained.
2. Participation by Faculty in the Donated Sick Leave Pool will be on a voluntary basis.
3. Only Faculty may use sick leave from this Donated Sick Leave Pool.
4. Each Faculty member may contribute up to ten (10) days of his/her accumulated sick leave during the annual donation period. The donation periods will be September 1 through September 30 of each academic year. Donated days are not returnable.
5. Faculty may also donate sick leave to others in the University community in response to requests through other campus wide sick leave donation programs if they so choose.

B. Operational Procedures.

1. The Office of Academic Personnel will be responsible for the ongoing administration of the Donated Sick Leave Pool.
2. Use of days from the Donated Sick Leave Pool will be limited to personal illness of, or injury to, the pool member and to other qualifying circumstances as defined in the University's sick leave policy and procedures, currently incorporated in the University Policy Register at 3342-6-11.1. For the limited procedural purposes of implementing and maintaining the Donated Sick Leave Pool only, a "day" is defined as an 8-hour working day.
3. Use of days from the Donated Sick Leave Pool will be considered only after the individual has used all of his/her accumulated sick leave days.
4. Normally the maximum number of days that a Faculty member may use may not exceed thirty (30) days in any academic year. In cases of a documented medical condition requiring an extended absence from assigned duties, beyond the normal parameters of the Donated Sick Leave Pool, a Faculty member may request an additional thirty (30) days. In cases involving extraordinary circumstances, a request for the withdrawal of additional days in thirty-day increments beyond the initial extension of thirty days in thirty-day increments, up to a total of 180 days, may be made to the administering office or agency. The administering office or agency will review all such requests and make a recommendation to the Vice President for Human Resources, or his/her designee, for final determination.

Section 7. Conversion of Sick Leave to Paid Personal Leave.

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

- A. Requests to convert accrued sick leave to personal leave are intended to cover absences due to mandatory court appearances, legal or business matters, family emergencies or any other personal matters.
- B. The following procedures will be followed:
 - 1. Requests must be approved in advance by the appropriate academic unit administrator (Department Chair, School Director, Regional Campus Dean, College Dean, or Dean of Libraries and Media Services).
 - 2. Normally such requests, utilizing the University's standard procedure for approving sick or personal leave absences, will be filed with the appropriate administrator five (5) days in advance of the requested absence.
 - 3. Any such request will indicate how any instructional duties or other University-service responsibilities will be affected and what is the planned disposition of those duties and responsibilities during the requested absence.
 - 4. Personal leave requests will not be granted unless approved by the appropriate administrator.
 - 5. If a Faculty member is unable to submit a request in advance of an absence, then he/she must submit the appropriate request for approval of an absence immediately upon return.
- C. Personal leave may be requested in minimum units of one-half day (4 hours).
- D. A Faculty member must retain a minimum balance of at least 120 hours of accrued sick leave.
- E. A maximum of 32 hours (4 days) of accrued sick leave may be converted to personal leave per year for 9-month Faculty.
- F. A maximum of 40 hours (5 days) of accrued sick leave may be converted to personal leave per year for 12-month Faculty.

ARTICLE XIV
Other Benefits

Section 1. Life Insurance Benefits.

- A. During the life of this Agreement, the basic life insurance benefit made available to Faculty members shall be calculated as 3 times base annual earnings, rounded to the next highest \$1,000, but not more than \$225,000. A separate additional benefit up to the amount of the life insurance will be paid for accidental death and dismemberment, or loss of sight. The amount of Life and Accidental Death and Dismemberment/Loss of Sight benefits will be reduced to 65% at age 65, and further reduced (from the original insurance amount) as follows: to 50% at age 70, and 35% at age 75. Basic life insurance and AD&D benefits will be provided with no employee contributions.
- B. Faculty members will be eligible to purchase the following supplemental coverage:
1. additional amounts of group term life insurance at a level of between one and three (3) times the Faculty member's annual salary with a maximum of \$600,000. The guaranteed issue level at initial enrollment will be determined by the life insurance carrier and any amounts over the guaranteed level will be subject to the underwriting requirements of the life insurance carrier.
 2. group term life insurance for spouses and domestic partners at a level of between one (1) and three (3) times annual salary with a maximum of \$600,000. The guaranteed issue level at initial enrollment will be determined by the life insurance carrier and any amounts over the guaranteed level will be subject to the underwriting requirements of the life insurance carrier.
 3. group term life insurance for eligible dependent children at a level of \$10,000.

Section 2. Utilization of Wellness and Recreation Center.

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

Section 3. Section 125 Plan.

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

Section 4. Non-Academic Leaves.

The University will continue to make leaves of absence available to members of the Faculty in accordance with then-current University policy. The University will give the Association thirty (30) days written notice prior to implementing any change in non-academic leaves, during which time the University agrees to meet and confer with the Association concerning the impact of such proposed changes on members of the Faculty. Such leaves shall include: leave of absence without pay, sick leave, temporary disability leave, court leave, and military leave of absence.

Faculty members who timely request non-academic leave or timely submit a Faculty Absence Authorization form will receive a written decision from the responsible administrator in a timely fashion.

Section 5. Vacation for 12-month Faculty.

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

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

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

Section 7. Rates for Kent Campus Faculty Parking Permits.

Rates for parking for members of the bargaining unit shall be as follows during the life of this Agreement:

<i>Per semester</i>	<i>Per academic year</i>	<i>Per twelve months</i>
60.75	121.50	162.00

The above rates will not apply to any newly-developed premium parking locations/parking decks provided that Faculty members are not assigned to park there without another option.

During the life of this Agreement, the University has the right to change payroll deductions of parking fees from a pre-tax to a post-tax basis to comply with IRS and/or other applicable regulations.

Section 8. Early Retirement.

- A. The decision to retire is an individual matter. The University will provide advice and counsel to any Faculty member who may wish to examine the possibilities available through early retirement. The individual Faculty member should first determine his/her retirement status and options with the State Teachers Retirement System.
- B. The University and the Association mutually recognize that under appropriate circumstances and when appropriately structured and implemented, an early retirement incentive program is mutually desirable. Accordingly, the Association hereby authorizes the University to develop and implement an early retirement incentive program at such time and under such terms and conditions as the University deems appropriate. The University shall provide the Association with information about the terms and conditions of the program at least three (3) months prior to implementation.

Section 9. Alternative Retirement Plan.

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

- A. Contributions will be maintained so that the total University contribution (the combination of the payments to STRS to offset the negative impact of the ARP and the contributions to the ARP itself) will be equal to the University contributions for STRS members.
- B. Employee contributions shall be identical to the employee contribution to STRS.
- C. The vesting in the ARP shall be immediate.
- D. Contributions during leaves of absence would be continued as they are for STRS currently, to the extent permissible under the Internal Revenue Code.

Section 10. Fee Remission.

The general fee and the instructional fee shall be waived for Faculty and eligible Faculty members' spouses/domestic partners and also for dependent children to age 28 for members of the bargaining unit whose appointment began prior to August 2005. For Faculty appointments beginning with AY 2005-06, the general fee and the instructional fee shall be waived for eligible Faculty members' spouses and also for dependent children to age 25. Overall eligibility requirements will not be greater than those specified in the University's revised Administrative Policy Regarding Tuition Benefits published at 3342-6-09.1 of the *University Policy Register*, as it may be amended from time to time.

Section 11. Paid Parental Leave.

The University will provide paid parental leave to Faculty members to recover from childbirth and/or to care for or bond with a child.

A. Eligibility

1. In order to be eligible for Paid Parental Leave, a Faculty member must have become a new parent as a birth mother, birth father, adoptive parent, foster care parent with legal custody or guardianship, spouse, or domestic partner.
2. A Faculty member must have completed at least one full academic year of service, excluding summer sessions, prior to the date Paid Parental Leave is to commence. Faculty members who attain one full academic year of service, excluding summer sessions, while on leave for the purpose of birth, the adoption of a child, or the fostering of a child will be eligible for a pro-rated portion of Paid Parental Leave. One Paid Parental Leave benefit is available per Faculty member, per birth, adoption, or foster care placement event. The number of children involved does not increase the length of Paid Parental Leave granted for that event.
3. Eligible parents who are both Faculty members are individually entitled to use Paid Parental Leave.
4. There shall be no limit placed on the age of a newly adopted or foster care child for purposes of eligibility to utilize Paid Parental Leave.

B. Terms and Conditions

1. Paid Parental Leave is paid at 100% of the Faculty member's regular base salary only during the Faculty member's nine (9) or twelve (12) month contract, as applicable. Paid Parental Leave does not include payment for any summer, intersession or overload assignment(s).
2. A Faculty member will be eligible for six (6) weeks of Paid Parental Leave for a birth mother, birth father, adoptive parent, foster care parent with legal custody or guardianship, spouse, or domestic partner to care for and bond with a newborn, newly adopted child, or newly fostered child.
3. An additional six (6) weeks of sick leave either from the Faculty member's own accumulated total of sick leave and/or vacation or time transferred to the Faculty member from the sick leave pool may be used to supplement the Paid Parental Leave benefit so that a parent is able to maintain income for the entire twelve (12) weeks of FMLA eligibility following childbirth, adoption, or foster care placement for the purpose of recovery from childbirth, and bonding.
4. An eligible Faculty member will have the discretion to use Paid Parental Leave before or after accrued sick leave and vacation. However, an employee must

exhaust Paid Parental Leave and accrued sick and vacation leave prior to going on an unpaid FMLA status.

5. Paid Parental Leave shall run concurrently with FMLA. Paid parental leave will ordinarily be used on a continuous leave basis, but may be used intermittently subject to the same requirements, including the University's approval, as required under the FMLA.
6. Paid Parental Leave should generally commence following the birth, adoption, or foster care placement, but in some instances it may occur prior to the event when deemed medically necessary or when needed to fulfill the legal requirements for an adoption or foster placement, provided all eligibility requirements are met.
7. Paid Parental Leave should be used during the twelve (12) weeks immediately following the birth, adoption, or foster care placement. Exceptions will be considered on a case-by-case basis and the Faculty member's request is subject to approval by the academic unit administrator or Regional Campus Dean, the College Dean and the Provost.
8. A Faculty member who utilizes Paid Parental Leave is required to return to full-time work for at least one full academic year, excluding summer sessions, following the conclusion of the leave. If the employee does not fulfill this obligation, he/she must reimburse the University for the salary that he/she received during the leave. This requirement may be waived if the employee is unable to return to work due to non-reappointment, denial of tenure, a disabling medical condition, to care for a newborn with a serious medical condition(s), or other circumstances beyond the employee's control.
9. During the period a Faculty member is utilizing Paid Parental Leave, there shall be no accrual of sick leave and/or vacation.
10. Unless a probationary Faculty member has requested and been granted an extension of his/her probationary period under the University Policy and Procedures Governing Modification of the Faculty Probationary Period (Policy Register 3342-6-13), use of Paid Parental Leave will not affect the date for his/her mandatory tenure review.
11. Paid Parental Leave is a benefit of employment and its use shall not have a negative impact on the Faculty member's evaluation in the reappointment, tenure or promotion process and/or the Faculty member's employment status.

ARTICLE XV
Faculty Fitness for Duty

Section 1. The University and the Association are committed to providing a safe, efficient and productive working environment for the benefit of the University community and the public. The University and the Association agree that Faculty members are expected to be fit for duty when they are performing work for the University and that Faculty members are expected to perform their job responsibilities in an effective and safe manner at all times. The University and the Association agree that Faculty members who are not fit to perform their duties may have a detrimental impact on themselves, on other members of the University community, and/or on the public. The University and the Association agree that, from time to time, various issues that can be identified and addressed may have an impact on a Faculty member's fitness for duty. The University and the Association also agree that the need for a fitness for duty evaluation of a Faculty member is a serious matter and should only take place when the University's ability to provide a safe, efficient and productive working environment is at risk. The University and the Association also agree that a fitness for duty evaluation, while serious, is itself a non-disciplinary process intended to identify and potentially address any issue that may be having an impact on a Faculty member's fitness for duty.

Section 2. This Article establishes the non-disciplinary procedures by which the University may evaluate a Faculty member's fitness for duty and, whenever possible, assist the Faculty member in addressing any issue(s) that may be identified. A Faculty member's fitness for duty may be evaluated when a Faculty member is:

- A. Having difficulty performing his/her duties effectively and/or in a manner that is safe for the Faculty member, for other members of the University community, or for the public, as observed and reported by a University employee, student and/or member of the public and as verified by an administrative officer. (For the purposes of this Article, an administrative officer is defined as an unclassified University employee who holds a position at the level of Department Chair or higher in the University's administrative structure); or
- B. Posing an imminent and/or serious threat to self or others, as determined by an administrative officer.

Section 3. Procedures.

- A. An administrative officer who receives reliable information that a Faculty member may not be performing his/her job responsibilities in an effective and/or safe manner, or through personal observation believes a Faculty member is not performing his/her duties in an effective and/or safe manner, will validate and document the information or observations as soon as is practicable. Observations that may trigger the need to evaluate a Faculty member's fitness for duty include, but are not limited to: a noted deterioration in coordination, dexterity, concentration, memory, alertness, vision, hearing, speech or

hygiene; apparent drug or alcohol abuse; a pattern of inappropriate interactions with colleagues, students, or staff; or suicidal and/or threatening statements.

- B. In some circumstances, an administrative officer, in his/her discretion, may address a short term concern about a Faculty member's fitness for duty by sending the Faculty member home for the remainder of the day. In these circumstances, the administrative officer will meet with the Faculty member upon his/her return to work to confirm that any short term concern has been resolved.
- C. The administrative officer will discuss the information or observations with the Faculty member at the earliest possible time, and he/she will encourage the Faculty member to explain his or her actions, and/or to correct any errors of fact contained in the administrative officer's description of those actions.
 - 1. If, after discussing the matter with the affected Faculty member, the administrative officer determines that an evaluation of the Faculty member's fitness for duty is needed, the administrative officer will immediately notify the affected Faculty member that additional steps are contemplated. The administrative officer will discuss options with the Faculty member and will advise the Faculty member that his/her agreement is needed before a fitness for duty evaluation will be initiated. The administrative officer shall contact the Provost, or his/her designee, as soon as reasonably possible after he or she determines that further evaluation of the Faculty member's fitness for duty is needed. The Provost, or his/her designee, will contact the Office of Human Resources and the Association.
 - 2. If, after discussing the matter with the affected Faculty member, the administrative officer determines that the Faculty member is an immediate danger to him/herself, to others, or to University property, the administrative officer shall direct the Faculty member to leave the work place, immediately contact the Kent State University Police Department, and, after any safety issues have been addressed, contact the Office of Human Resources and the Provost.
 - 3. If, after discussing the matter with the affected Faculty member, the administrative officer has a reasonable belief that a crime may have been committed, the administrative officer will immediately contact the Kent State University Police Department for assistance.
- D. Based on the information provided by the administrative officer, the Provost or his/her designee, in consultation with a representative from the Office of Human Resources, will assist the administrative officer in determining whether a fitness for duty evaluation is required and, if so, the type of evaluation and the type of health service provider needed to make the evaluation. (For the purpose of this Article, 'health service provider' is defined as a doctor of medicine or osteopathy, clinical psychologist, psychiatrist, advanced practice nurse, licensed professional counselor, or other medical service provider that is licensed to practice in the state of Ohio or in the state in which the

employee resides, if the Faculty member resides outside the state of Ohio, and has the necessary competencies to evaluate the issue(s) identified.)

- E. After consultation with the Provost, or his/her designee, and a representative from the Office of Human Resources, the administrative officer will provide information concerning the fitness for duty evaluation to the Faculty member. The administrative officer will also provide the Faculty member with a copy of this Article and inform the Faculty member that he or she may consult with the Association concerning the fitness for duty evaluation. Within five (5) working days, the Faculty member will decide whether to undergo the proposed fitness for duty evaluation.
- F. If the Faculty member agrees to undergo the fitness for duty evaluation, the Provost, or his/her designee, may, in his/her discretion either return the Faculty member to his/her regularly assigned duties or place the Faculty member on paid administrative leave for the duration of the fitness for duty evaluation. The Provost, or his/her designee, will notify the Association if a Faculty member is placed on paid administrative leave for the duration of a fitness for duty evaluation.
- G. When the Office of Human Resources and administrative officer determine that a fitness for duty evaluation is required and the type of health service provider needed to make the evaluation, the Faculty member will have an opportunity to designate a qualified health service provider from among providers who have the necessary competencies to evaluate the issue(s) identified.
- H. The Office of Human Resources will provide a form for the designated health service provider to complete to certify whether the Faculty member is fit for duty and, if applicable, any conditions of return to work. The form will include a description of the circumstances leading to the request for evaluation and a list of the Faculty member's job responsibilities. The Faculty member will provide the appropriate consent and release so that the Office of Human Resources may communicate with the health service provider as necessary.
- I. The University is responsible for the cost of the fitness for duty evaluation to the extent that such assessment is not covered by the Faculty member's health insurance.
- J. The Office of Human Resources will inform the Provost whether or not the health service provider has determined that the Faculty member is fit for duty and, where applicable, of any conditions of return to work.
- K. Where the health care provider determines that the Faculty member is fit for duty, the Provost, in his/her discretion, may request a second independent certification provided by a health service provider selected by the University. The University will be responsible for the cost of the second health service provider's evaluation.
- L. If the second health service provider agrees that the Faculty member is fit for duty, that determination shall be final regarding the Faculty member's fitness for duty. If the first

and second health service providers come to different conclusions about whether a Faculty member is fit for duty, the Faculty member may request a third evaluation by a health service provider mutually agreed upon by both the University and Faculty member. The Faculty member will be responsible for the cost of the third health service provider. The third health service provider's determination shall be final regarding the Faculty member's fitness for duty. If the final determination is that the Faculty member is not fit for duty, the Faculty member can make use of available sick leave, vacation, or other paid or unpaid leave(s) that may be available pursuant to University policy and applicable law. Prior to returning to work, the Faculty member will present a written determination from a health service provider that the Faculty member is fit to return to work.

- M. Once a Faculty member agrees to undergo a fitness for duty evaluation, the Faculty member will comply with all aspects of the fitness for duty evaluation process including, but not limited to, furnishing necessary consent and release forms to the health service provider and, if applicable, any conditions of return to work. Noncompliance by the Faculty member may result in disciplinary action up to and including termination pursuant to Article VIII (Sanctions for Cause) of this Agreement.
- N. Any document containing medical information about a Faculty member is considered a medical record, will be treated as confidential, and will be maintained in the Office of Human Resources in a file separate from the Faculty member's personnel file.
- O. This Section is not intended to be used as a substitute for routine performance evaluations of Faculty pursuant to University policies or this Agreement.
- P. The University and the Association agree that this process is non-disciplinary; that this process is not required prior to action by the University pursuant to Article VIII (Sanctions for Cause) of this Agreement; and that any grievance or arbitration would be limited solely to a review of the procedural requirements set forth in this Article. The University and the Association also agree that a Faculty member's decision not to undergo a fitness for duty evaluation is not in and of itself a basis for action by the University pursuant to Article VIII (Sanctions for Cause) of this Agreement.

Addendum E - Schedule A
KENT STATE UNIVERSITY
Employee Contribution Rates Calendar Year - 2019
Semi-Monthly and Bi-Weekly

12 - Month (24 Pays Annually)	MEDICAL MUTUAL					
	90/70 PPO		80 / 60 PPO		QHDHP	
	Single	Family	Single	Family	Single	Family
Salary Range						
0.00 - 24,000.00	\$ 28.62	\$ 75.85	\$ 20.71	\$ 54.87	\$ 10.66	\$ 28.24
24,000.01 - 28,500.00	\$ 33.99	\$ 90.07	\$ 25.88	\$ 68.58	\$ 14.66	\$ 38.83
28,500.01 - 33,000.00	\$ 39.35	\$ 104.29	\$ 31.06	\$ 82.30	\$ 18.66	\$ 49.42
33,000.01 - 39,000.00	\$ 44.72	\$ 118.51	\$ 36.23	\$ 96.02	\$ 22.66	\$ 60.01
39,000.01 - 46,000.00	\$ 50.08	\$ 132.73	\$ 41.41	\$ 109.73	\$ 26.66	\$ 70.60
46,000.01 - 54,000.00	\$ 55.45	\$ 146.96	\$ 46.59	\$ 123.45	\$ 30.65	\$ 81.19
54,000.01 - 65,500.00	\$ 60.82	\$ 161.18	\$ 51.76	\$ 137.17	\$ 34.65	\$ 91.78
65,500.01 - 80,500.00	\$ 68.25	\$ 180.87	\$ 58.93	\$ 156.16	\$ 40.19	\$ 106.45
80,500.01 - 100,000.00	\$ 75.68	\$ 200.57	\$ 66.10	\$ 175.16	\$ 45.73	\$ 121.12
100,000.01 - 150,000.00	\$ 83.11	\$ 220.26	\$ 73.27	\$ 194.16	\$ 51.26	\$ 135.78
150,000.01 - 200,000.00	\$ 90.54	\$ 239.96	\$ 80.44	\$ 213.15	\$ 56.80	\$ 150.45
200,000.01 +	\$ 97.97	\$ 259.66	\$ 87.61	\$ 232.15	\$ 62.34	\$ 165.12

10 - Month (20 Pays Annually)	MEDICAL MUTUAL					
	90 / 70 PPO		80 / 60 PPO		QHDHP	
	Single	Family	Single	Family	Single	Family
Salary Range						
0.00 - 24,000.00	\$ 34.34	\$ 91.02	\$ 24.85	\$ 65.84	\$ 12.79	\$ 33.89
24,000.01 - 28,500.00	\$ 40.78	\$ 108.08	\$ 31.06	\$ 82.30	\$ 17.59	\$ 46.60
28,500.01 - 33,000.00	\$ 47.22	\$ 125.15	\$ 37.27	\$ 98.76	\$ 22.39	\$ 59.31
33,000.01 - 39,000.00	\$ 53.66	\$ 142.22	\$ 43.48	\$ 115.22	\$ 27.19	\$ 72.01
39,000.01 - 46,000.00	\$ 60.10	\$ 159.28	\$ 49.69	\$ 131.68	\$ 31.99	\$ 84.72
46,000.01 - 54,000.00	\$ 66.54	\$ 176.35	\$ 55.90	\$ 148.14	\$ 36.78	\$ 97.43
54,000.01 - 65,500.00	\$ 72.98	\$ 193.41	\$ 62.12	\$ 164.60	\$ 41.58	\$ 110.14
65,500.01 - 80,500.00	\$ 81.90	\$ 217.05	\$ 70.72	\$ 187.40	\$ 48.23	\$ 127.74
80,500.01 - 100,000.00	\$ 90.81	\$ 240.68	\$ 79.32	\$ 210.19	\$ 54.87	\$ 145.34
100,000.01 - 150,000.00	\$ 99.73	\$ 264.32	\$ 87.92	\$ 232.99	\$ 61.52	\$ 162.94
150,000.01 - 200,000.00	\$ 108.65	\$ 287.95	\$ 96.53	\$ 255.78	\$ 68.16	\$ 180.54
200,000.01 +	\$ 117.57	\$ 311.59	\$ 105.13	\$ 278.58	\$ 74.81	\$ 198.14

9 - Month (18 Pays Annually)	MEDICAL MUTUAL					
	90 / 70 PPO		80 / 60 PPO		QHDHP	
	Single	Family	Single	Family	Single	Family
Salary Range						
0.00 - 24,000.00	\$ 38.16	\$ 101.13	\$ 27.61	\$ 73.16	\$ 14.22	\$ 37.65
24,000.01 - 28,500.00	\$ 45.31	\$ 120.09	\$ 34.51	\$ 91.44	\$ 19.55	\$ 51.77
28,500.01 - 33,000.00	\$ 52.47	\$ 139.06	\$ 41.41	\$ 109.73	\$ 24.88	\$ 65.90
33,000.01 - 39,000.00	\$ 59.62	\$ 158.02	\$ 48.31	\$ 128.02	\$ 30.21	\$ 80.02
39,000.01 - 46,000.00	\$ 66.78	\$ 176.98	\$ 55.21	\$ 146.31	\$ 35.54	\$ 94.14
46,000.01 - 54,000.00	\$ 73.93	\$ 195.94	\$ 62.12	\$ 164.60	\$ 40.87	\$ 108.26
54,000.01 - 65,500.00	\$ 81.09	\$ 214.90	\$ 69.02	\$ 182.89	\$ 46.20	\$ 122.38
65,500.01 - 80,500.00	\$ 91.00	\$ 241.16	\$ 78.58	\$ 208.22	\$ 53.59	\$ 141.93
80,500.01 - 100,000.00	\$ 100.91	\$ 267.43	\$ 88.13	\$ 233.55	\$ 60.97	\$ 161.49
100,000.01 - 150,000.00	\$ 110.81	\$ 293.69	\$ 97.69	\$ 258.87	\$ 68.35	\$ 181.04
150,000.01 - 200,000.00	\$ 120.72	\$ 319.95	\$ 107.25	\$ 284.20	\$ 75.74	\$ 200.60
200,000.01 +	\$ 130.63	\$ 346.21	\$ 116.81	\$ 309.53	\$ 83.12	\$ 220.16

**Schedule A
Continued**

12 - Month (24 Pays Annually)	Medical Mutual			
	85/60 PPO		QHDHP	
	Single	Family	Single	Family
Salary Range				
0.00 - 24,000.00	\$ 32.95	\$ 87.31	\$ 10.66	\$ 28.24
24,000.01 - 28,500.00	\$ 38.15	\$ 101.09	\$ 14.66	\$ 38.83
28,500.01 - 33,000.00	\$ 43.35	\$ 114.88	\$ 18.66	\$ 49.42
33,000.01 - 39,000.00	\$ 48.55	\$ 128.66	\$ 22.66	\$ 60.01
39,000.01 - 46,000.00	\$ 53.75	\$ 142.45	\$ 26.66	\$ 70.60
46,000.01 - 54,000.00	\$ 58.96	\$ 156.23	\$ 30.65	\$ 81.19
54,000.01 - 65,500.00	\$ 64.16	\$ 170.02	\$ 34.65	\$ 91.78
65,500.01 - 80,500.00	\$ 71.36	\$ 189.11	\$ 40.19	\$ 106.45
80,500.01 - 100,000.00	\$ 78.57	\$ 208.20	\$ 45.73	\$ 121.12
100,000.01 - 150,000.00	\$ 85.77	\$ 227.29	\$ 51.26	\$ 135.78
150,000.01 - 200,000.00	\$ 92.98	\$ 246.38	\$ 56.80	\$ 150.45
200,000.01 +	\$ 100.18	\$ 265.47	\$ 62.34	\$ 165.12

10 - Month (20 Pays Annually)	Medical Mutual			
	85/60 PPO		QHDHP	
	Single	Family	Single	Family
Salary Range				
0.00 - 24,000.00	\$ 39.54	\$ 104.77	\$ 12.79	\$ 33.89
24,000.01 - 28,500.00	\$ 45.78	\$ 121.31	\$ 17.59	\$ 46.60
28,500.01 - 33,000.00	\$ 52.02	\$ 137.85	\$ 22.39	\$ 59.31
33,000.01 - 39,000.00	\$ 58.26	\$ 154.39	\$ 27.19	\$ 72.01
39,000.01 - 46,000.00	\$ 64.50	\$ 170.94	\$ 31.99	\$ 84.72
46,000.01 - 54,000.00	\$ 70.75	\$ 187.48	\$ 36.78	\$ 97.43
54,000.01 - 65,500.00	\$ 76.99	\$ 204.02	\$ 41.58	\$ 110.14
65,500.01 - 80,500.00	\$ 85.63	\$ 226.93	\$ 48.23	\$ 127.74
80,500.01 - 100,000.00	\$ 94.28	\$ 249.84	\$ 54.87	\$ 145.34
100,000.01 - 150,000.00	\$ 102.93	\$ 272.75	\$ 61.52	\$ 162.94
150,000.01 - 200,000.00	\$ 111.57	\$ 295.66	\$ 68.16	\$ 180.54
200,000.01 +	\$ 120.22	\$ 318.57	\$ 74.81	\$ 198.14

9 - Month (18 Pays Annually)	Medical Mutual			
	85/60 PPO		QHDHP	
	Single	Family	Single	Family
Salary Range				
0.00 - 24,000.00	\$ 43.93	\$ 116.41	\$ 14.22	\$ 37.65
24,000.01 - 28,500.00	\$ 50.86	\$ 134.79	\$ 19.55	\$ 51.77
28,500.01 - 33,000.00	\$ 57.80	\$ 153.17	\$ 24.88	\$ 65.90
33,000.01 - 39,000.00	\$ 64.74	\$ 171.55	\$ 30.21	\$ 80.02
39,000.01 - 46,000.00	\$ 71.67	\$ 189.93	\$ 35.54	\$ 94.14
46,000.01 - 54,000.00	\$ 78.61	\$ 208.31	\$ 40.87	\$ 108.26
54,000.01 - 65,500.00	\$ 85.54	\$ 226.69	\$ 46.20	\$ 122.38
65,500.01 - 80,500.00	\$ 95.15	\$ 252.15	\$ 53.59	\$ 141.93
80,500.01 - 100,000.00	\$ 104.76	\$ 277.60	\$ 60.97	\$ 161.49
100,000.01 - 150,000.00	\$ 114.36	\$ 303.06	\$ 68.35	\$ 181.04
150,000.01 - 200,000.00	\$ 123.97	\$ 328.51	\$ 75.74	\$ 200.60
200,000.01 +	\$ 133.57	\$ 353.97	\$ 83.12	\$ 220.16

Attachment A

PLAN	PPO OPTION 90/70 (Medical Mutual)		PPO OPTION 80/60 (Medical Mutual)		Qualified High Deductible Health Plan/ Health Savings Account- ³ (Medical Mutual)	
BENEFIT PERIOD	Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)	
Primary Care Physician (PCP) Required	No		No		No	
Dependent age limit	Age 26, (Adult Dependent 26-28) ⁵		Age 26,(Adult Dependent 26-28) ⁵		Age 26 (Adult Dependent 26-28) ⁵	
	BENEFIT		BENEFIT		BENEFIT	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Annual Deductible	\$250 / \$500		\$350 / \$700		\$2,700 / \$5,400	\$3,100 / \$6,200
Annual out-of-pocket max (exclude deductible for PPO Plan)	\$750 / \$1,500	\$1,500 / \$3,000	\$900 /\$1,800	\$2,000 / \$4,000	\$2,700 / \$5,400	\$4,500 /\$ 9,000
Combined Medical/ Rx Maximum Out of Pocket Single/Family²					\$6,650 / \$13,300	\$7,600 / \$15,200
Coinsurance (employee pays)	10%	30%	20%	40%	\$0	4,500 / \$9,000
IN-PATIENT CARE					IN-PATIENT CARE	
Semi-private room and board	90%	\$100 copay, then 70%	80%	\$100 copay, then 60%	100% after deductible	60% after deductible
Surgery	90%	70%	80%	60%	100% after deductible	60% after deductible
Anesthesia	90%	70%	80%	60%	100% after deductible	60% after deductible
Consultations	90%	70%	80%	60%	100% after deductible	60% after deductible
Maternity care	90%	\$100 copay, then 70%	80%	\$100 copay, then 60%	100% after deductible	60% after deductible
Lab and X-ray services	90%	70%	80%	60%	100% after deductible	60% after deductible
Therapy services	90%	70%	80%	60%	100% after deductible	60% after deductible
Drugs and Medications	90%	70%	80%	60%	100% after deductible	60% after deductible
OUT-PATIENT CARE					OUT-PATIENT CARE	
Outpatient surgery	90%	70%	80%	60%	100% after deductible	60% after deductible
Diagnostic Services, lab and x-ray	90%	70%	80%	60%	100% after deductible	60% after deductible
MRI (require prior authorization)	90%	70%	80%	60%	100% after deductible	60% after deductible
Cardiac Rehabilitation	90%	70%	80%	60%	100% after deductible	60% after deductible
Physical, occupational and speech therapy	90%	70%	80%	60%	100% after deductible	60% after deductible
Office visits – PCP ⁴	\$15 copay then 100%	70%	\$15 copay then 100%	60%	100% after deductible	60% after deductible
Office Visits - Specialist ⁴	\$30 copay then 100%	70%	\$30 copay then 100%	60%	100% after deductible	60% after deductible
Urgent Care ⁴	\$15 copay then 100%	70%	\$15 copay then 100%	60%	100% after deductible	60% after deductible
Routine Physical exam ⁴	\$15 copay then 100%	<i>not covered</i>	\$15 copay then 100%	<i>not covered</i>	100%	60% after deductible
Routine Testing (5 standard) ¹	100%	<i>not covered</i>	100%	<i>not covered</i>	100%	60% after deductible
Well child care Services .(birth age 18) ⁴	\$15 copay then 100%	70%	\$15 copay then 100%	60%	100% (birth up to age 21)	60% after deductible
Immunizations	100%	70%	100%	60%	100%	60% after deductible
Routine Mammogram ²	100%	70% no deductible	100%	60% no deductible	100%	60% after deductible
Routine Pap test ²	\$15 copay then 100%	70% no deductible	\$15 copay then 100%	60% no deductible	100%	60% after deductible
Routine PSA ²	100%	70% no deductible	100%	60% no deductible	100%	60% after deductible

Attachment A

PLAN	PPO OPTION 90/70 (Med Mutual)		PPO OPTION 80/60 (Med Mutual)		Qualified High Deductible Health Plan/ Health Savings Account- ³ Replaces 70/50 Plan ¹ Effective 1/1/2017 (Med Mutual)	
Routine Hearing Exam	\$15 copay then 100%	70% no deductible	\$15 copay then 100%	60% no deductible	100%	60% after deductible
Prenatal and postnatal maternity care	90%	70%	80%	60%	100% after deductible	60% after deductible
Sterilization	90%	70%	80%	60%	100% after deductible	60% after deductible
Allergy test and treatment	90%	70%	80%	60%	100% after deductible	60% after deductible
Durable medical equipment	90%		80%		100% after deductible	60% after deductible
Emergency room services (emergency)	90%		80%		Emergency room services (emergency)	
-non-emergency use of emergency room ³	\$50 copay then 90%	\$50 copay then 70%	\$50 copay then 90%	\$50 copay then 60%	100% after deductible	60% after deductible
Ambulance	90%		80%		100% after deductible	60% after deductible
Mental Health/ Substance Abuse Service	\$15 copay then 100%		\$15 copay then 100%		100% after deductible	60% after deductible
Substance/Chemical Abuse	90%	70%	80%	60%	100% after deductible	60% after deductible
Inpatient	90%	70%	80%	60%	100% after deductible	60% after deductible
Outpatient benefit	90%	70%	80%	60%	100% after deductible	60% after deductible
Skilled nursing facilities	90%, 120 days per calendar		80%, 120 days per calendar		100% after deductible ⁴	60% after deductible ⁴
Home healthcare	90%, 120 days per calendar		80%, 120 days per calendar		100% after deductible ⁴	60% after deductible ⁴
Private Duty Nursing	90%		80%		100% after deductible	60% after deductible
Hospice	90%		80%		100% after deductible	60% after deductible
Organ transplants	90%	70%	80%	60%	100% after deductible	60% after deductible
PRESCRIPTION DRUGS					**HDHP PRESCRIPTION DRUGS**	
Prescription Drug (CVS Caremark)	<ul style="list-style-type: none"> • 10% coinsurance generic, • 20% coinsurance brand, • 40% coinsurance for brand if generic is available, • \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.		<ul style="list-style-type: none"> • 10% coinsurance generic, • 20% coinsurance brand, • 40% coinsurance for brand if generic is available, • \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.		After you have met your combined Medical/Rx deductible, you will then pay your coinsurance for Rx as follows until you reach your Combined out-of-pocket maximum: 10% coinsurance generic, 20% coinsurance brand, 40% coinsurance for brand if generic is available; \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.	
1. EKG, chest x-ray, complete blood count, SMA 12, urinalysis. 2. Once per calendar year for covered persons within eligible groups 3. No coverage for facility charges during non-emergency use of emergency room; benefits cover professional component only. 4. Office visit co-pays apply to cost of the office visit only. 5. Plans are grandfathered with the exception of HDHP Plan.					1. Health Savings Account to be annually funded at \$1,000 Single/\$2,000 family. 2. This is a high-level comparison only. For additional plan provisions and details refer to benefit plan documents. 3. Combined medical and prescription out-of-pocket maximums are based on 2019 limits and are subject to change annually. 4. Skilled nursing facilities and home healthcare maximum 120 days per calendar year. 5. Adult dependents (26-28) available for AAUP and AFSCME bargaining units only.	

Attachment B

PLAN	PPO OPTION 85/60 (Medical Mutual)		Qualified High Deductible Health Plan/ Health Savings Account- ⁵ (Medical Mutual)	
BENEFIT PERIOD	Calendar Year (Jan1 to Dec 31)		Calendar Year (Jan 1 to Dec 31)	
Primary Care Physician (PCP) Required	No		No	
Dependent age limit	Age 26,(Adult Dependent 26-28) ⁵		Age 26 (Adult Dependent 26-28) ⁵	
	BENEFIT		BENEFIT	
	Network	Non-Network	Network	Non-Network
Annual Deductible	\$300 / \$600	600 / 1,200	\$2,700 / \$5,400	\$3,100 / \$6,200
Annual out-of-pocket max (excludes deductible for PPO Plan)	\$1,200 / \$2,400	\$2,400 / \$4,800	\$2,700 / \$5,400	\$4,500 / \$9,000
Combined Medical/ Rx Maximum Out of Pocket Single/Family ²	\$7,350/14,700		\$6,650 / \$13,300	\$7,600 / \$15,200
Coinsurance (employee pays)	15%	40%	\$0	4,500 / \$9,000
IN-PATIENT CARE			IN-PATIENT CARE	
Semi-private room and board	85%	\$100 copay, then 60%	100% after deductible	60% after deductible
Surgery	85%	60%	100% after deductible	60% after deductible
Anesthesia	85%	60%	100% after deductible	60% after deductible
Consultations	85%	60%	100% after deductible	60% after deductible
Maternity care	85%	60%	100% after deductible	60% after deductible
Lab and X-ray services	85%	60%	100% after deductible	60% after deductible
Therapy services	85%	60%	100% after deductible	60% after deductible
Drugs and Medications	85%	60%	100% after deductible	60% after deductible
OUT-PATIENT CARE			OUT-PATIENT CARE	
Outpatient surgery	85%	60%	100% after deductible	60% after deductible
Diagnostic Services, lab and x-ray	85%	60%	100% after deductible	60% after deductible
MRI (require prior authorization)	85%	60%	100% after deductible	60% after deductible
Cardiac Rehabilitation	85%	60%	100% after deductible	60% after deductible
Physical, occupational and speech therapy	85%	60%	100% after deductible	60% after deductible
Office visits – PCP ⁴	\$15 copay then 100%	60%	100% after deductible	60% after deductible
Office Visits - Specialist ⁴	\$30 copay then 100%	60%	100% after deductible	60% after deductible
Urgent Care ⁴	\$15 copay then 100%	60%	100% after deductible	60% after deductible
Routine Physical exam ⁴	\$100%	<i>not covered</i>	100%	60% after deductible
Routine Testing (5 standard) ¹	100%	<i>not covered</i>	100%	60% after deductible
Well child care <u>Services</u> (birth age 18) ⁴	\$100%	60%	100% (up to age 21)	60% after deductible
Immunizations	100%	60%	100%	60% after deductible
Routine Mammogram ²	100%	60% no deductible	100%	60% after deductible
Routine Pap test ²	100%	60% no deductible	100%	60% after deductible
Routine PSA ²	100%	60% no deductible	100%	60% after deductible

Attachment B

PLAN	PPO OPTION 85/60 Medical Mutual		Qualified High Deductible Health Plan/ Health Savings Account- ³ Medical Mutual	
Routine Hearing Exam	\$15 copay then 100%	60% no deductible	100%	60% after deductible
Prenatal and postnatal maternity care	85%	60%	100% after deductible	60% after deductible
Sterilization	85%	60%	100% after deductible	60% after deductible
Allergy test and treatment	85%	60%	100% after deductible	60% after deductible
Durable medical equipment	85%		100% after deductible	60% after deductible
Emergency room services (emergency)	85%		Emergency room services (emergency)	
Non-emergency use of emergency room ³	\$50 copay then 85%	\$50 copay then 60%	100% after deductible	60% after deductible
Ambulance	85%		100% after deductible	60% after deductible
Mental Health/ Substance Abuse Service	\$15 copay then 100%		100% after deductible	60% after deductible
Substance/Chemical Abuse	85%	60%	100% after deductible	60% after deductible
Inpatient	85%	60%	100% after deductible	60% after deductible
Outpatient benefit	85%	60%	100% after deductible	60% after deductible
Skilled nursing facilities	85%, 120 days per calendar		100% after deductible ⁴	60% after deductible ⁴
Home healthcare	85%, 120 days per calendar		100% after deductible ⁴	60% after deductible ⁴
Private Duty Nursing	85%		100% after deductible	60% after deductible
Hospice	85%		100% after deductible	60% after deductible
Organ transplants	85%	60%	100% after deductible	60% after deductible
PRESCRIPTION DRUGS			**HDHP PRESCRIPTION DRUGS**	
Prescription Drug (CVS Caremark)	<ul style="list-style-type: none"> • 10% coinsurance generic, • 20% coinsurance brand, • 40% coinsurance for brand if generic is available, • \$80 max per prescription Retail or Mail Service. <p>If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.</p>		<p>After you have met your deductible, you will then pay your coinsurance for Rx as follows until you reach your Combined out-of-pocket maximum: 10% coinsurance generic, 20% coinsurance brand, 40% coinsurance for brand if generic is available; \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.</p>	

Addendum E - Attachment C
Summary of Dental Plan Benefits
Kent State University
AAUP Tenured/Tenure-Track Faculty
High Plan

	PPO Dentist Plan Pays	Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	90%	80%	80%
Minor Restorative Services – fillings	90%	80%	80%
Endodontic Services – root canals	90%	80%	80%
Periodontic Services – to treat gum disease	90%	80%	80%
Oral Surgery Services – extractions and dental surgery	90%	80%	80%
Major Restorative Services – crowns	90%	80%	80%
Other Basic Services – misc. services	90%	80%	80%
Major Services			
Crown Repair – to individual crowns	60%	50%	50%
Occlusal Guards/Adjustments – bite guards and occlusal adjustments	60%	50%	50%
Relines and Repairs – to bridges, implants, and dentures	60%	50%	50%
Prosthodontic Services – bridges, implants, and dentures	60%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit -	Up to age 19	Up to age 19	Up to age 19

Note - *This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.*

**Summary of Dental Plan Benefits
Kent State University
Basic Plan**

	PPO Dentist Plan Pays	Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Bitewing Radiographs – bitewing X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	75%	65%	60%
Sealants – to prevent decay of permanent teeth	75%	65%	60%
All Other Radiographs – other X-rays	75%	70%	50%
Minor Restorative Services – fillings	75%	70%	50%
Endodontic Services – root canals	75%	70%	50%
Periodontic Services – to treat gum disease	75%	70%	50%
Oral Surgery Services – extractions and dental surgery	75%	70%	50%
Major Restorative Services – crowns	75%	70%	50%
Other Basic Services – misc. services	75%	70%	50%
Major Services			
Crown Repair – to individual crowns	50%	50%	40%
Occlusal Guards/Adjustments – bite guards and occlusal adjustments	50%	50%	40%
Relines and Repairs – to bridges, implants, and dentures	50%	50%	40%
Prosthetic Services – bridges, implants, and dentures	50%	50%	40%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	0%
Orthodontic Age Limit -	No Age Limit	Up to age 19	

Note – *This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.*

**Summary of Dental Plan Benefits
Kent State University
Low Plan**

	PPO Dentist	Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Bitewing Radiographs – bitewing X-rays	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	60%	50%	50%
Basic Services			
All Other Radiographs – other X-rays	60%	50%	40%
Minor Restorative Services – fillings and crown repair	60%	50%	40%
Endodontic Services – root canals	60%	50%	40%
Non-Surgical Periodontic Services – non-surgical services to treat gum disease	60%	50%	40%
Simple Extractions – non-surgical removal of teeth	60%	50%	40%
Major Restorative Services – crowns	60%	50%	40%
Other Basic Services – misc. services	60%	50%	40%
Relines and repairs – to bridges, implants, and dentures	60%	50%	40%

***Note** - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.*

**Addendum E - Attachment D
Summary of Vision Benefits
Kent State University**

Vision Care Services	In-Network Member Cost	Out-of-Network Reimbursement
Exam With Dilation as Necessary	\$0 Co-pay	Up to \$90
Frames, Lens & Options Package	\$0 Co-pay; \$240 allowance; 20% off balance over \$240	Up to \$240
Contact Lenses		
Conventional	\$0 Co-pay; \$190 allowance; 15% off retail price over \$190	Up to \$190
Disposable	\$0 Co-pay; \$190 allowance; plus balance over \$190	Up to \$190
Medically Necessary	\$0 Co-pay; Paid-In-Full	Up to \$190
Laser Vision Correction		
Lasik or PRK from U.S. Laser Network	15% off the retail price or 5% off the promotional price	N/A
Frequency		
Examination	Once every 12 months	
Frames, Lens or Contact Lens	Once every 12 months	

Note - *This document is only intended to provide a brief description of your benefits. Please refer to your Summary of benefits for complete descriptions of benefits, exclusions, and limitations*

ADDENDUM F
Minimum Annual Funding Level
for FTNTT Faculty Professional Development

Professional Development Excellence Pool	\$125,000
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ADDENDUM G

As referenced in Article XVII of this Agreement, the following is included for convenience only.

**COLLECTIVE BARGAINING AGREEMENT
FULL-TIME TENURED/TENURE-TRACK FACULTY
Effective August 19, 2019**

ARTICLE XX Intellectual Property Rights

Section 1. Scope.

This Article sets forth the rights and obligations of the parties hereto as to intellectual property rights of the University and the Faculty, such rights to include, but not be limited to, rights in intellectual property that can be copyrighted. The conditions of this Article exist within the context of, and are not intended to contravene, applicable federal or state statute or regulations, including but not limited to Section 201(b) of the Copyright Revision Act of 1976 and Ohio Revised Code Section 3345.14, and extant University policy and established procedures. Works subject to trademark or patent registration as defined in University Policy 5-09, as in effect January 1, 1999, are explicitly excluded from the provisions of this Article.

Section 2. Principles.

- A. Encouraging the creation of intellectual property by the Faculty at Kent State University through royalty and workload remuneration is in the best interest of both the Faculty and the University.
- B. The Faculty, through University facilities, workload, and salary support, are in the best position to create intellectual property.
- C. Protecting the ownership of intellectual property created by the Faculty at Kent State University is in the best interests of both the Faculty and the University.
- D. The University, through its financial systems, records systems, legal counsel support, collective purchasing power, and administrative staff support, is in the best position to administer, license, and protect intellectual property.
- E. The named owner is responsible for all incidents of protection of the intellectual property and liable for all claims that the intellectual property infringes on rights held by third parties.
- F. The University acknowledges the need to encourage and reward Faculty creation of works of intellectual property. Likewise, Faculty who develop or enhance their intellectual property with the assistance and support of University resources and services

recognize an obligation to reserve the distribution and uses of the products of that collaboration to support and not compete or conflict with the interests and educational purposes and programs of the University.

- G. Faculty possess an implicit right-to-use of intellectual property owned and/or made available as a service by the University in the course of the fulfillment of the Faculty member's normal duties and responsibilities. Such use shall respect the copyright protections and rights of the copyright holder and established procedures for access to those materials.
- H. The University historically has not, and does not now, assert any claim or ownership interest in the following categories of scholarly works: textbooks; class notes; class handouts; test items and examination materials; student responses on tests and examinations; research proposals; classroom presentations; research articles; research monographs; student theses and dissertations; paintings; drawings; sculpture; musical compositions and performances; dramatic works and performances; poetry; and popular fiction and nonfiction. Ownership of these categories is waived by the University. Nothing in this Section 2 shall compete or conflict with the educational interests and purposes of the University.

Section 3. Definitions.

- A. **WORK:** A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional material, as defined herein, is included in this definition.
- B. **INSTRUCTIONAL MATERIAL:** "Instructional material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional coursework/software, programmed instructional materials, three-dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by a Faculty member, and which are used to assist or enhance instruction. Included in this definition are all distance/distributed learning courses and/or modules.
- C. **NET PROCEEDS:** "Net proceeds" are the gross receipts derived from intellectual properties, including but not limited to rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the University in connection therewith, including but not limited to, all direct costs and expenses, costs and expenses of obtaining, securing and protecting copyrights and all attorney's fees except those attorney's fees incurred in challenges to Faculty members' ownership claims or disputes. Gross receipts do not include tuition and fees received by Kent State University. Net proceeds from copyrights will be distributed in accordance with a written agreement between the University and the Faculty member. If no agreement exists, the

matter may be referred to the Intellectual Property Rights Resolution Board for determination of the distribution of the net proceeds.

- D. **INDEPENDENT FACULTY EFFORTS:** "Independent Faculty efforts" are "works" made in the course of independent efforts of the Faculty; the ideas came from the Faculty, and the "work" was not a University sponsored effort. Intellectual property created by the Faculty member in the fulfillment of the Faculty member's normal duties and responsibilities under this Agreement is presumed to be an independent effort.
- E. **UNIVERSITY SPONSORED EFFORTS:** "University sponsored efforts" occur only when the Faculty member and the University knowingly and voluntarily enter into a written agreement to specifically create such specified intellectual property. Such efforts are not a part of the fulfillment of a Faculty member's normal duties and responsibilities under this Agreement.
- F. **JOINT EFFORTS:** "Joint Efforts" occur when the Faculty member and the University knowingly and voluntarily enter into a written agreement to specifically create or use such specified intellectual property as part of the fulfillment of the Faculty member's normal duties and responsibilities under this Agreement.
- G. **COMPILATION:** Works which are created involving a combination of university-owned intellectual property together with Faculty-owned intellectual property.

Section 4. Ownership, Rights, and Responsibilities.

A. *Exemption.*

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

B. *"Works".*

1. *Independent Faculty Efforts:* A work made in the course of a Faculty member's normal duties and responsibilities is the property of the Faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The University is not held responsible for any opinions expressed in the work nor for any direct, indirect, special or consequential damages resulting from the creation or exploitation of the property.
2. *University-Sponsored Efforts:* If the work was sponsored by the University, the University shall retain all rights and net proceeds. The University is the owner of intellectual property only when the Faculty member and University knowingly and voluntarily enter into a written agreement to specifically create or use such

specified intellectual property in exchange for additional compensation. A copy of this agreement shall be filed with the University Counsel, with copy to the Association when Faculty are party to the agreement.

3. *Joint Efforts:* A Faculty member and the University are joint owners of intellectual property only when they knowingly and voluntarily enter into a specific written agreement to create and use such intellectual property. This agreement defines the developmental obligations, the rights to revise and update, the conditions of use, the terms and compensation for subsequent use, and the ownership share of each party. A copy of this agreement shall be filed with the University Counsel, with copy to the Association when Faculty are party to the Agreement. Leaves, grants or awards supporting professional development and/or scholarly activity from the University Teaching Council, the University Research Council and the Faculty Professional Development Center, which are part of a Faculty member's duties and responsibilities under this Agreement, shall not be considered compensation for the purposes of establishing University ownership unless the stipulated purpose of the paid leave, grant or award is to produce a University-sponsored work. The transfer or rights to use intellectual property of Faculty shall not be a condition for access to an award for faculty professional development, nor is it permitted to be included in the evaluation process for competitive awards.
4. *A Compilation:* If the work is a compilation, the Faculty member shall retain all ownership interests in his or her contribution but by allowing, by prior written agreement, his or her work to become part of the compilation thereby grants a non-exclusive, royalty-free license to the University for use of his/her contribution. While the University shall own the rights to the compilation, it shall own no rights in the underlying work beyond said license. Notwithstanding the royalty-free license, the University will share the net proceeds from the compilation with the Faculty member, as described in Section 3.C., above.

Section 5. Intellectual Property Rights Resolution Board.

- A. An Intellectual Property Rights Resolution Board shall be empowered to provide internal resolution procedures in the case of a dispute of the ownership of intellectual property.
 1. The resolution of ownership disputes by the Board shall be limited to the determination of the ownership of intellectual property, and that determination shall be based primarily, but not exclusively, on the extent to which interested parties generated the intellectual property upon which the ownership question rests. If no prior agreement has been reached between the parties on ownership rights to the intellectual property in question and the University or any Faculty collaborator wishes to assert rights of ownership, the University or the Faculty member may request such determination by the Intellectual Property Rights Resolution Board.

2. The Board shall resolve disputes arising from the failure of one or more of the parties to fulfill the terms of an agreement. In the case that the Board finds that one or more of the parties failed to meet its obligations, the Board may recommend a new distribution of ownership rights and subsequent use.
 3. The Board shall be empowered to request any and all parties to submit evidence related to each case and to seek testimony from witnesses. The Board shall establish regularly scheduled sessions for hearing cases and may adopt such rules and regulations for hearing and deciding cases that are consistent with this Article. These rules and regulations shall be made available by the Board to the Association, to the University and to the parties to a specific case.
 4. By engaging in these procedures, neither a Faculty member nor the University waives other rights described elsewhere in this Agreement or as provided by applicable state and federal law.
- B. The Board shall consist of three (3) members of the University administration appointed by the Vice President and Dean for Research and Graduate Studies and three (3) Faculty members appointed by the Association.
1. The Chair of the Board shall be determined annually by the Board members.
 2. The term of Faculty members shall be three years except that the initial appointments shall be for staggered terms. The terms of all Board members shall begin with the Fall Semester of the Academic Year except that if a case is being heard the Board as constituted at the start of the case shall hear the case to its conclusion.
 3. The Board shall report to the Vice President and Dean for Research and Graduate Studies.
- C. In considering a dispute as to ownership rights, the Board shall hear all evidence relating to a case and render a majority decision. Accordingly, the procedures at the hearing shall be informal and nonadversarial in nature. All persons and parties necessary to a full and complete hearing should be present. However, none of the parties to the case may be represented by legal counsel. A party may be represented by other members of the academic administration or by members of the Faculty who may act in an advisory role to the party.
- D. After hearing the case, the Board shall render a determination of the ownership rights of each party to the intellectual property in question. Each party shall receive in writing notice of this determination. An appeal by either party of such determination by the Board shall be directed, in writing, to the Provost for final determination within the University.

- E. All policies, procedures and responsibilities of the Patent and Copyright Board not modified in this Section shall remain as stated in University Policy 5-09.1, as in effect January 1, 1999, and apply to the Intellectual Property Rights Resolution Board.

ADDENDUM H

As referenced in Article XVIII of this Agreement, the following is included for convenience only.

**COLLECTIVE BARGAINING AGREEMENT
FULL-TIME TENURED/TENURE-TRACK FACULTY
Effective August 19, 2019**

ARTICLE XXI Distance Education

Section 1. Scope, Definition, and Principles.

A. Scope of this Article

This Article, in conjunction with appropriate University policy and applicable provisions of academic unit's or regional campus' section of the Faculty Handbook, provides procedures and guidelines for the development and use of Distance Education.

B. Definition of Distance Education

Distance education is defined as courses (or course sections) in which instruction occurs remotely and various forms of technology are utilized to provide students/faculty with differentiated modes of interaction and communication, including but not limited to modes identified in the following terms:

1. synchronous distribution, e.g., face-to-face interaction provided through room-based video, desktop-based video, or other modes of interactive audio and video conferencing; and,
2. asynchronous distribution, e.g., web-based or internet-based online courses/sections.
3. Distance Education courses may be offered in any combination of the above and/or through such other technologies as identified, provided, and supported by the University.

Section 2. Course Management System.

The parties to this Agreement recognize and agree that the University currently provides Faculty with access to, training in, and use of an electronic course management system. Use of such an electronic course management tool to enhance delivery of traditional classroom-bound courses does not, as a sole criterion, constitute development, delivery, or distribution of distance education instruction through a course or course section. In light of the need to remain current in the development of technologies supporting Faculty instructional efforts utilizing an electronic course management system, the parties agree the current use of any electronic course management system does not commit the University to any

particular system or third-party vendor product.

Section 3. Responsibilities of Parties.

- A. The Faculty of an academic unit, in accordance with the curricular provisions of the academic unit's section of the Faculty Handbook, have the primary responsibility for selecting the content of courses. All courses are subject to curricular requirements and specifications established by the unit, as outlined in the academic unit's section of the Faculty Handbook and the curricular regulations of the college, if applicable, and the University. These expectations pertain to courses taught through distance education modalities as well as those offered in the traditional classroom setting and modalities. An academic unit's curricular authority and oversight responsibility for its course offerings extends to the right to review individual course offerings being delivered for the first time in new or modified formats or time frames for conformity with the unit's established curricular expectations and purposes for the course. Likewise, review and approval of instructors afforded distance education instructional opportunities (development or teaching) will follow the unit's established standards, expectations and review processes as stated in the unit's section of the Faculty Handbook.
- B. The textbooks and learning materials for distance education courses shall be selected in the same manner as they are for traditional courses. Any additional requirements that expand upon the Basic Data Sheet and catalogue description that has been approved by the departmental Faculty shall be included in writing with the teaching assignment/workload statement that is provided in accordance with Article IX of this Agreement.

Section 4. Workload, Compensation, and Support for Distance Education.

- A. *Right of Refusal to Teach Distance Education Courses.*
 - 1. Faculty may refuse to develop or teach distance education courses as defined in Section 1 above.
 - 2. In the case where a Faculty member refuses to teach a distance education course, the University may, in its discretion, appoint another faculty member to teach the course. However, this provision does not affect the priority of assignment for intersession and summer assignments as provided for in Article IX, Section 4 of this Agreement.
- B. *Initial Offerings of Distance Education Courses.* Because the teaching of distance education courses may require additional preparation and teaching time for Faculty, additional workload equivalency for initial offerings by Faculty members who teach distance education courses may be specified in the academic unit's or regional campus' section of the Faculty Handbook.
- C. *Development and Revision of Distance Education Courses.* In requesting the development of distance education courses, academic units and regional campuses shall

give priority to Faculty of the unit/campus, consistent with the nature of the course and the qualifications and technical expertise of Faculty. This does not, however, preclude other faculty from developing distance education courses.

- D. *Compensation for the Initial Development or Extensive Revision of Distance Education Courses.* Initial development or extensive revision of distance education courses as defined in this Article shall be compensated as a workload equivalency as specified for this purpose in the academic unit's or regional campus' section of the Faculty Handbook.
- E. *Overload Assignments.* Distance education course assignments or workload equivalency for initial development or significant revision of distance education courses that are assigned as an overload assignment shall be compensated at the applicable overload compensation rate provided for in this Agreement.

Section 5. Instructional and Technical Support for Distance Education.

- A. *Travel Reimbursement.* Faculty shall be entitled to travel reimbursement for travel directly and necessarily related to the instructional assignment in accordance with applicable University guidelines. Travel reimbursement shall be agreed to by the Faculty member and the University prior to the Faculty member beginning to develop or to teach a course.
- B. *Faculty Development.* Faculty members who develop and/or teach distance education courses must be provided with opportunities for access to supportive Faculty development, consistent with the need of the Faculty and availability of University resources and services for that purpose.
 - 1. In the event that a Faculty member develops and/or teaches, for the first time, a distance education course, the Faculty member will receive appropriate professional development and technical support assistance. Faculty whose assignments require them to be trained in specific technologies in order to offer a distance education course may be paid a one-time cash payment for such training.
 - 2. In instances of succeeding assignments to teach distance education courses, the Faculty member is expected to demonstrate a level of technical competence that would enable him/her to teach the course. Ongoing technical support assistance will be available to Faculty members who teach succeeding offerings of the same course. In addition, technical support and logistical assistance shall be available to Faculty at all sites at which distance education courses are offered.

Section 6. Intellectual Property and Distance Education.

- A. In all cases, the Faculty member(s) will retain all ownership interests in his or her contribution to the development or revision of a distance education course unless agreed otherwise in writing by the Faculty member(s) and the University.
- B. The University may, in its sole discretion, request that a Faculty member(s) develop or

substantially revise a distance education course and provide additional compensation and substantial assistance including, but not limited to, assistance by course designers provided by the University. If the Faculty member(s) agrees to this request, the Faculty member(s) and the academic unit administrator must agree in writing to all the terms of the project on a form to be provided by the University before the project begins.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between KENT STATE UNIVERSITY (hereinafter the “University”) and the Full-time Non-Tenure Track Bargaining Unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereinafter the “Association”).

WHEREAS, the University and the Association are parties to a collective bargaining agreement (the “2020-2023 CBA”), that is the successor to an agreement that expired on August 16, 2019 (the “Expired CBA”); and

WHEREAS, the University and the Association have agreed to an effective date for the 2020-2023 CBA of August 23, 2020, the parties agree to continue to operate under the terms of the Expired CBA until 12:01 a.m. on August 23, 2020 except as expressly set forth in this Memorandum of Understanding.

NOW, THEREFORE, the University and the Association in consideration of and for the mutual promises and covenants contained herein, agree as follows:

1. **Standard Increment for Academic Year 2019-2020.** For academic year 2019-2020, each Faculty member who was a continuing member of the bargaining unit in academic year 2018-2019, shall receive a standard increment of 2.5% of his/her base annual contract salary as it had been established for academic year 2018-2019. This standard increment will be retroactive to the start of the 2019-2020 academic year contract.
2. **Individual Professional Development Incentive.** For academic year 2019-2020, each Faculty member will receive a one-time lump sum payment equal to \$650. This one-time lump sum amount will not be added to the Faculty member’s base salary. Each Faculty member who receives this one-time lump sum payment will be expected to describe how these funds were used towards the Faculty member’s professional development activities in her/his next scheduled performance review. This one-time lump sum payment to each Faculty member during academic year 2019-2020 is being provided for one year in lieu of the Professional Development Excellence Pool. The 2020-2023 CBA will reinstate the Professional Development Excellence Pool as described therein.
3. **Administrative Performance Reviews.** For academic year 2019-2020, Article X. Section 9.A. of the Expired CBA is revised as follows:

After fifteen (15) years of consecutive appointments, and every three (3) years thereafter, FTNTT Faculty members shall be reviewed by their academic unit administrator. This administrative performance review will follow the format, procedures and timelines established by the University, as annually distributed through the Office of Faculty Affairs. To complete this review, the academic unit administrator will schedule a meeting with the FTNTT Faculty member who will submit, prior to the meeting, a current vitae and a narrative of 1-3 pages in which the FTNTT Faculty

member describes her/his professional activities during the past three (3) years prior to the meeting. A FTNTT Faculty member who successfully completes this review is eligible for a three (3) year term of annually renewable appointments which is conditional from year to year only upon continued satisfaction with demonstrated performance, continued programmatic and staffing need within the academic unit, and continued budgetary resources supporting the position (emphasis added).

4. **Promotion Eligibility for Academic Administrators who hold FTNTT Faculty Rank.** For academic year 2019-2020 and subject to Article X, Section 11 and Addendum C of the Expired CBA, administrators who hold FTNTT Faculty rank may apply for promotion in rank as described below:
 - Administrators who hold FTNTT Faculty rank, as designated on the Unclassified Employment Agreement for their current administrative position, may apply for promotion to the rank of Associate Lecturer/Associate Professor, as applicable, if they have (i) successfully completed at least one Full Performance Review as an FTNTT Faculty member in the FTNTT bargaining unit; and (ii) they have completed at least three (3) consecutive years of employment as an administrator with FTNTT Faculty rank as Lecturer/Assistant Professor, as designated on the administrator's Unclassified Employment Agreement for those three (3) years.
 - Administrators who hold the FTNTT Faculty rank of Associate Lecturer/Associate Professor, may apply for promotion to the rank of Senior Lecturer/Professor, as applicable, if they have (i) successfully completed at least one (1) Full Performance Review as an FTNTT Faculty member in the FTNTT bargaining unit; and (ii) completed five (5) consecutive years of employment as an administrator with FTNTT Faculty rank as Associate Lecturer/Associate Professor as designated on the administrator's Unclassified Employment Agreement for those five (5) years.
5. Except with respect to the provisions expressly stated herein, any dispute relating to the terms and conditions of employment for the Full-time Non-tenure Track Unit during the period from August 16, 2019 through 12:01 a.m. on August 23, 2020 will be governed exclusively by the terms of the Expired CBA, not the 2020-2023 CBA.

IN WITNESS WHEREOF, the University and the FTNTT Unit of the Association have caused this Memorandum of Understanding effective _____ to be executed by their duly authorized representatives.

KENT STATE UNIVERSITY

FULL-TIME NON-TENURE TRACK
FACULTY UNIT, AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS, KENT STATE CHAPTER

By _____
Chairman, Board of Trustees

By _____
Unit President

By _____
President

By _____
Chief Negotiator

By _____
Chief Negotiator

By _____
Member, Bargaining Team

By _____
Member, Bargaining Team