

**Agreement between**

**Wright State University**

**and**

**The Wright State University Chapter of the  
American Association of University Professors**

**July 1, 2023 – June 30, 2026**

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## **Article 1 – Preamble and General Definitions**

1.1 This is an agreement by and between Wright State University (hereinafter referred to as the “University”) and the American Association of University Professors, Wright State University Chapter (hereinafter referred to as AAUP-WSU).

1.2 The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of Members of the Bargaining Unit specified herein. The specific definition of “Members” appears in Section 2.4 of this agreement.

1.3 The provisions of this Agreement shall take precedence over any practices, policies, or procedures which are inconsistent with its terms.

1.4 In this Agreement, whenever a reference to “department” is made, it shall be understood that this refers to the individual respective department, School or to the Lake Campus. For the Lake Campus, here and elsewhere in this Agreement, the terms “Department Chair” and “Chair” refer to the Dean and/or Chief Officer of the Lake Campus.

1.5 “The Provost” refers to the Chief Academic Officer of the University; “a provost” refers generally to the Provost, any Assistant or Associate Provost, or any other designee of the Provost that serves in the capacity of overseeing University Labor Relations.

1.6 Time limits referred to in this Agreement as “days” shall be defined as business days: Monday through Friday throughout the calendar year, excluding Saturdays and Sundays, formal holidays recognized by the University, and periods when the University is officially closed.

1.7 When a deadline set forth in this agreement falls on a Saturday or Sunday, on a formal holiday recognized by the University, or during a period when the University is officially closed, such deadline will be extended to the next business day.

## **Article 2 – Recognition**

2.1 The University recognizes the AAUP-WSU as the sole and exclusive representative for the Members described below for the purpose of collective bargaining. Exclusive recognition means that the University will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with this exclusive recognition.

2.2 Individual contracts of employment with Members shall be consistent with this Agreement, and if inconsistent, this Agreement shall supersede.

2.3 The Bargaining Unit consists of (1) all full-time tenured and tenure-track faculty employed by Wright State University, hereafter referred to as Tenure-Eligible and Tenured (TET) faculty, and (2) all Senior Lecturers, Lecturers, Instructors, Clinical Professors, Clinical Associate Professors, Clinical Assistant Professors, Clinical Instructors, and Visiting faculty employed full-time by Wright State University, hereafter referred to as Non-Tenure Eligible (NTE) faculty. Excluded from the Unit are all Department Chairs and heads, all ranks of Deans, all ranks of provosts, all ranks of

vice-presidents, the President, all other supervisors defined by Ohio Revised Code 4117.01(F), all faculty within the Schools of Medicine other than those who are tenured or tenure- track, and all other employees not included above.

2.4 The term "Members" wherever used in this Agreement without further qualification are defined to include all TET and NTE faculty members who are included in the Bargaining Unit pursuant to Section 2.3. As necessary, the TET Bargaining Unit faculty and the NTE Bargaining Unit faculty are herein distinguished from one another, by referring to them as either "NTE Members" or "TET Members."

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

2.6 The parties agree to cooperate with each other in the enforcement of this Agreement.

### **Article 3 – Non-Discrimination**

3.1 The University and the AAUP-WSU agree that neither party shall discriminate against an employee because of membership in or activity on behalf of the AAUP-WSU. Specifically, the parties agree that there shall be no discrimination in any form, including interference, restraint, intimidation or coercion, related to the free exercise of the following rights of a University employee:

1. To be a member of a union or employee organization;
2. To not be a member of a union or employee organization;
3. To provide support to a union or employee organization;
4. To not provide support to a union or employee organization.

3.2 Neither the University nor the AAUP-WSU shall discriminate on the basis of race, color, religion, ability or disability, veteran's status, military status, national origin, ancestry, sex, gender identity/expression, sexual orientation, genetic information or age as protected classes and characteristics determined in accordance with applicable legal authorities.

3.3 Neither the University nor the AAUP-WSU shall tolerate any form of illegal harassment based on any category listed in Section 3.2.

3.4 Any Member who believes they have been discriminated against or harassed by the University or any University employee, student, or vendor must seek relief through the University's then-current administrative process for investigating and resolving such complaints or by pursuing a grievance under the terms of this Agreement.

3.5 Relationship by family, marriage or domestic partner relationship is considered neither an advantage nor a deterrent to a Member. No Member will be assigned to a department under the direct supervision of a relative or other person with whom the Member has such a relationship.

3.6 Consensual sexual or romantic relations between faculty and students are prohibited unless (a.) the relationship is promptly disclosed in writing to the Provost, (b.) the parties comply with any reasonable measure instituted by the Provost (or delegate) to prevent the relationship from disrupting the University's official activities and/or either party's academic or employment opportunities or responsibilities, and (c.) the Member has no direct or indirect role or influence on the student's academic activities.

3.7 Members shall avoid taking or influencing official University actions (e.g., giving grades, providing official advising/career counseling, etc.) that pertain to any member of their immediate family (including but not limited to parent, child, spouse, grandparent, grandchild, uncle/aunt/cousin, parent/child-in-law, step-parent/child), or any person with whom the Member has a business, financial, or sexual/romantic relationship.

#### **Article 4 – Equal Employment Opportunity**

4.1 The University declares its determination to actively recruit and provide ample academic and employment opportunities to persons from underrepresented groups and backgrounds.

4.2 Information pertaining to the University's Equal Educational and Employment Opportunity obligations and Affirmative Action Plan will be maintained on the University's website.

4.3 A copy of the Integrated Postsecondary Data System (IPEDS) report shall be made available to the AAUP-WSU upon its request.

#### **Article 5 – Academic Freedom and Professional Responsibilities**

##### **5.1 Academic Freedom.**

5.1.1 Academic freedom is essential for the proper development of the University. It functions to protect the institution from unwarranted interference by external groups and to ensure the retention of the services of those whose contributions toward its goals make them an essential part of the faculty. In so doing, it secures the autonomy and integrity of the University and makes its development as an intellectual community an object of primary concern.

5.1.2 Academic freedom is the unqualified right of every Member. It carries a reciprocal obligation to respect and maintain the academic freedom of every other member of the University community.

5.1.3 Academic freedom is the freedom to teach, both in and outside the classroom; to conduct research and to publish, display or perform the results of those investigations; and to address any matter of institutional policy or action whether or not as a member of an agency of institutional governance. Members should also have the freedom to address the larger

community with regard to any matter of social, political, economic, or other interest, without institutional discipline, save in response to fundamental violations of professional ethics, statements that suggest disciplinary incompetence, or violations of the professional responsibilities set forth in Sections 5.2.1 through 5.2.5.

5.1.4 Members are entitled to freedom to teach, profess and discuss material in the classroom subject to limits detailed below.

## 5.2 Professional Responsibilities.

5.2.1 Members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize that academic responsibility implies faithful performance of professional duties and obligations. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end Members shall devote their energies to developing and improving their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice intellectual honesty. Although Members may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

5.2.2 As teachers, Members shall encourage the free pursuit of learning in their students. They shall hold before them the best scholarly and ethical standards of their discipline. Members shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Members shall make every reasonable effort to foster honest academic conduct and ensure that their evaluations of students reflect each student's true merit. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from students.

5.2.3 As colleagues, Members have obligations that derive from common membership in the community of scholars. Members shall not discriminate against or harass colleagues. They shall respect and defend their associates' free inquiry. In the exchange of criticism and ideas, Members shall show due respect for others, even when disagreeing with or criticizing others' opinions. Members shall acknowledge academic debts and strive to be objective in their professional judgment of colleagues.

5.2.4 In making public statements—including the exercise of the right to responsible dissent on matters of institutional policy or educational philosophy—Members have an obligation to be accurate, to act in a professional and civil manner, to show due respect for others (even when disagreeing with or criticizing others' opinions), and to make every effort to indicate that they are speaking as a private individual and not as a representative of the University. Actions to make this clear may include giving a disclaimer that the Member's views and opinions are their own, and are not necessarily endorsed by the University and/or ensuring that University logos and marks are not included in any visual representations.

5.2.5 Members shall perform their share of faculty responsibilities in the academic governance of the University.

## **Article 6 – Management Rights**

6.1 Except as expressly limited by the terms of this Agreement, nothing shall limit the right and responsibility of the Board of Trustees, directly or acting through its duly constituted authorities, to exercise all powers, rights, authorities, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, whether exercised or not. Without limiting the generality of the foregoing, nothing contained herein shall in any way limit the University's right to adopt, modify, implement, or terminate policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities.

6.2 These rights include, but are not limited to, the right to:

6.2.1 determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the University, standards of services, its overall budget, utilization of technology, and organizational structure;

6.2.2 direct, supervise, evaluate, and hire Bargaining Unit Faculty or other employees;

6.2.3 maintain and improve the efficiency and effectiveness of University operations;

6.2.4 determine the overall methods, process, means, or personnel by which University operations are to be conducted;

6.2.5 suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Bargaining Unit Faculty or other employees;

6.2.6 determine the adequacy of the work force;

6.2.7 determine the overall mission of the University;

6.2.8 effectively manage the work force; and

6.2.9 take actions to carry out the mission of the University.

## **Article 7 – Faculty Rights and Responsibilities**

### ***Section on Faculty Rights***

#### **7.1 Grades.**

7.1.1 The University and the AAUP-WSU agree that the individual Member retains the authority to make the final determination of the grade to be awarded to each student in their particular class. Members shall award grades impartially, without bias, and based on criteria outlined in the course syllabus.

7.1.2. A provost may change a grade awarded by a Member only “for cause.” Cause may exist where the grade is objectively wrong (such as administrative error), where a change is required by applicable legal authorities, where the Member has/had a conflict of interest that prevented or reasonably appeared to prevent them from awarding an impartial grade, or where there is substantial evidence that the grade was arbitrary or affected by bias (such as the student’s membership in any protected class). A grade may also be changed in accordance with specific academic policies or in response to a petition submitted by the student, providing that such changes are not in conflict with provisions of this Agreement. Before a grade is changed in response to a petition submitted by the student, the Member will be given an opportunity to make a recommendation regarding the anticipated or requested change. When a grade is changed, the Member and the AAUP-WSU will receive prompt written notice.

### 7.2 Learning Environment.

7.2.1 In order to maintain a safe and otherwise appropriate learning environment, AAUP-WSU and the University agree to the following measures.

7.2.2 Each Member is responsible for maintaining decorum and a suitable learning environment within their classroom. When, in the judgment of a Member, a student in that Member’s class is disruptive, the Member may remove the student from each class meeting in which the disruptive behavior occurs. The Member is also entitled to reasonable assistance of the University in resolving the situation. If the Member has reasonable cause to believe the student’s continued presence in the course will be disruptive and wishes to have the student permanently removed from class, the Member shall initiate the removal process by making a written request through the Office of the Provost. After notifying the Office of the Provost, the Member may also notify the AAUP-WSU that the request has been filed.

7.2.3 The Member who teaches the class, a representative of the AAUP-WSU, and a provost will confer as soon as possible (normally within twenty-four hours) regarding the student’s past conduct, the Member’s basis for believing that future inappropriate behavior will occur, and whether the student should be removed from the class pending the completion of the student disciplinary process. The final outcome of this meeting will be at the sole discretion of the Provost or appropriate designee.

7.3 Off-Campus Teaching. Members who are assigned to teach courses at off-campus locations as part of their regular teaching responsibilities (except when the assignment is made at the Member’s own request and/or for the Member’s convenience) shall be reimbursed for mileage, parking fees and tolls in accordance with University policy on travel. When such assignments necessitate travel beyond a twenty-five-mile radius of campus, excluding the distance from the Member’s home to the University, the Member will receive inconvenience compensation in an amount as determined by the University. The minimum inconvenience compensation for travel 26 to 50 miles from the Member’s campus office shall be \$30 per trip. The minimum inconvenience compensation for travel more than 50 miles, shall be \$60 per trip. If inclement

weather or other hazardous conditions prevail, then the Member shall also be reimbursed for hotel and meal expenses in accordance with the University policy on travel.

#### 7.4 Internet Security and Privacy.

7.4.1 The University and the AAUP-WSU recognize the University's right and obligation to provide the WSU community with high quality computer and network resources, to protect the security and integrity of the computer facilities owned and operated by the University. To that end, the University may engage in automated monitoring of electronic files and electronic communications transmitted via or stored on University resources in order to promote network security, prevent improper or unauthorized dissemination of sensitive information, to detect and respond to intrusion events and unauthorized use, and for legal/regulatory/compliance-related purposes. Automated monitoring is monitoring principally conducted without human interaction, though events flagged by automated processes may be investigated and resolved by and through human interaction. The University and the AAUP-WSU agree that the rights and responsibilities of academic freedom apply to the use of the University's computer and network resources.

7.4.2 Except as listed below, access by University personnel to faculty email typically requires the permission of either the sender or the recipient of the message. However, the University reserves the right to search, retrieve, and use any information transmitted via or stored on University resources (a.) when reasonably necessary in order to conduct the University's official business, (b.) where a sender or recipient of the information has given consent (or where the University or a University organization is itself a sender or recipient), and/or (c.) in the following circumstances:

- when ordered to do so by a court;
- when ordered to do so pursuant to a subpoena or other legally enforceable order;
- when the email or computer file is a "public record" as defined in ORC 149.43 and a proper request is made;
- when required to comply with the law;
- when in the normal operation and maintenance of the University's computer facilities, University staff inadvertently or inevitably open or otherwise briefly access an electronic mail message or computer file;
- when emergency entry is necessary to preserve the integrity of the University's computer and network facilities or to preserve public health and safety;
- when the University has reasonable cause to believe that a "litigation hold" is necessary based upon knowledge by University Legal Counsel of the presentment of a claim or of a potential cause of action impacting the University. In such an instance, University Legal Counsel will so advise the affected faculty member. Following receipt of such notice, it is the faculty member's legal responsibility to maintain copies of all email, computer files and other relevant electronically stored information until such time as the litigation hold

is released, the litigation is completed or the retention time requirements under the university's records retention policy are met, whichever comes last;

- when the University has reasonable cause to believe that a faculty member may be violating the law, University Policy or any provision of this Agreement;
- when the University has reasonable cause to believe that the faculty member has committed academic misconduct; or
- when the University has reasonable cause to believe that immediate access is necessary to investigate a threat or to prevent harm to any person.

The University will not intentionally search and/or retrieve the electronic files or emails of a particular Member or specific group of Members for discipline-related purposes without promptly notifying AAUP-WSU unless the University believes the notification might jeopardize preservation of records necessary to conduct an investigation, or notification is prohibited.

7.4.3 A Member who commits an unlawful act through the use of the Internet access provided by the University shall be liable for all damages and costs incurred by the University.

7.5 Library Privacy. Where possible, the University Libraries shall make a good faith effort to adhere to the American Library Association Code of Ethics regarding use of information about Members as library patrons.

#### 7.6 Legal Protection.

7.6.1 Members have the right to University-provided legal representation if named a defendant in a civil action based on their good faith performance of the Member's official University duties within the course of employment; and the University shall seek indemnification from the state for liability or judgment of any Member resulting from the performance of their duties for the University. Nothing in this Section is intended to expand or conflict with current Ohio law.

7.6.2 As long as the University continues to provide liability insurance coverage pursuant to ORC 3345.202 for any member of the University Board of Trustees or any University officer, the University shall continue to provide that level of liability insurance coverage for each Member.

### ***Section on Faculty Responsibilities***

#### 7.7 Textbooks.

7.7.1 Members shall select textbooks and other teaching material (e.g., software, course notes, etc.) for the courses they teach by the appropriate deadlines. The decision whether to do so individually or collectively will be made by them and by administrators who are members of their department and teach the course(s) in question.



7.7.2 When selecting textbooks and other teaching materials, Members shall make good faith efforts to keep costs to students as low as possible without sacrificing academic needs and to select teaching materials that are consistent with the curriculum. Members may not require students, as a condition of enrolling or successfully completing any course taught by the Member, to purchase textbooks or other teaching materials in which the Member (or a member of their immediate family) has any financial interest unless the department or school curriculum committee determines that there is a legitimate pedagogical reason for their use, and that the charge is reasonable.

### 7.8 Grades.

7.8.1 A Member shall explain a grade to a student who requests such explanation during the regular office hours or by appointment. This availability to explain course grades extends to one (1) week after grades are due. In absence of extenuating circumstances, responses to inquiries or concerns about grades must be sent to the student within two (2) business days of their inquiry.

7.8.2 Members will schedule examinations, papers, or other components of the grade for each undergraduate course in a manner that will give students feedback and allow them to make informed judgments about their progress during the first half of the course (no later than the end of the seventh week of each Fall or Spring semester, the third week of each six-week summer term, and the mid-point of differently scheduled classes). In those graduate and advanced undergraduate courses wherein it is not feasible to comply with this requirement, Members will include a statement to that effect in the course syllabus.

7.8.3 Members shall turn in all final course grades as soon as possible and no later than 12:00 noon of the third working day after the course's last scheduled examination period. Midterm grades, for the classes that require them, will be turned in no later than the deadline published by the Provost's Office. These deadlines shall only be extended in the event that the Member is unable to turn in the grades due to illness or unforeseen emergency.

7.8.4 For at least one (1) year after they have issued grades for a course, Members shall retain (in electronic or written form) any of the following items that were used in determining those grades: grade records, progress reports, and attendance records.

### 7.9 Course Syllabi.

7.9.1 Members shall provide a course outline for students in each course taught. The outline shall include a clear explanation of the course requirements, learning objectives and outcomes, a class calendar, and policies on grading and expectations for class attendance. It is only necessary to state an attendance policy in a syllabus if attendance is factored into the calculation of the student's grade. During the semester that a course is being taught, Members shall provide timely notice and explanation to students for routine changes to course syllabi. When substantive

changes to the course syllabus are made, Members shall also provide timely notice and explanation to the Member's Chair.

7.9.2 Members shall make their syllabi available to students on the University learning management system and to the Department Chair one (1) week prior to the beginning of the course, unless (a.) the Member has submitted a written request to the Chair or designee, and it has been approved in advance, demonstrating that there is a clear and substantive pedagogical reason to delay or (b.) the Member was assigned to teach the course less than four (4) weeks before the first class meeting. In any event, the Member will make syllabi available as soon as possible, and no later than the end of the first week of class. The syllabi should remain available to students on the University learning management system until the end of the last day of the finals week

7.9.3 Members shall make the content of the course, as reflected in the syllabus and as actually taught, consistent with the curriculum.

#### 7.10 Faculty Availability.

7.10.1 Members with academic year appointments shall be reasonably available in person for service at the University, including but not limited to, the five (5) work days before the start of the Fall semester, the three (3) work days before the start of Spring Semester, and throughout the academic year. They shall also be available by email beginning two (2) weeks before the start of the Fall semester and continuing one (1) week after grades are due.

7.10.2 Members have an obligation to meet all of their scheduled classes throughout the scheduled time. If a Member desires to assign an alternative learning experience in lieu of a class meeting, the Member must either list the alternative learning experience in the syllabus as part of the course requirement or obtain advance approval from the Department Chair.

7.10.2.1 Members who will be absent from class because of attendance at a professional meeting shall factor this into the course syllabi with an alternative learning experience or if scheduled after the term has started, request written permission from the Chair and notify students in a timely manner at least two (2) weeks in advance absent significant extenuating circumstances.

7.10.2.2 Members who will be absent from class because of religious observance shall inform their students and the Department Chair at the beginning of the semester and shall include in the syllabus an alternative learning experience for that class period.

7.10.2.3 When forced by illness or unforeseen emergency to cancel class, Members shall inform the Department Chair of such cancellation. If possible, the Member will inform the Department Chair and the students of the cancellation a reasonable period of time before the class is scheduled to meet.

7.11 Responsiveness to Student Inquiries. In order to foster student success and support the University's retention efforts, Members shall be responsive to student inquiries by replying

appropriately to student emails as soon as possible but no later than within two (2) business days of receipt.

7.12 Participation Rosters. Members shall submit the required 14-Day Participation Rosters in accordance with the timelines published by the Office of the Provost and Registrar's Office.

7.13 Unable to Accept Teaching Assignment for Medical Reasons. Members who are unable for medical reasons to accept a teaching assignment will promptly notify the University, with appropriate documentation, as far in advance as possible.

7.14 Office Hours.

7.14.1 Each Member shall maintain a minimum of four (4) regular office hours (with a maximum of thirty (30) minutes per credit hour) per week, spread out over at least two (2) days. These hours should occur at times that meet the reasonable needs of the Member's students and advisees and must be approved by the Chair. Members shall also meet with students, either in-person or virtually, and be available by appointment outside their regularly scheduled office hours at times that are mutually convenient for the students and Member to discuss grades or coursework.

7.14.2 Regular office hours shall occur in the Member's university provided office and shall be included in all course syllabi and posted on each Member's office door.

7.14.3 Electronic communication including, but not limited to, virtual meetings may supplement in-person availability during regular office hours but should not be used to replace opportunities for face-to-face meetings. However, a Member with a fully online teaching assignment in a given term may request to schedule virtual office hours only, provided the Member is reasonably available in person, upon request, to students and advisees. Approval of such a request is at the sole discretion of the Dean.

7.15 Commencement. Each Member shall attend at least two (2) commencement ceremonies a year (as available on their applicable campus) in full academic regalia. Additionally, Members will complete the notification process of which ceremony they elect to attend by the deadline so that proper seating and processional details can be determined.

7.16 Meetings.

7.16.1 Members have an obligation to attend and participate in all departmental and college meetings. Chairs and Deans can call in-person and/or virtual meetings and require Members to be present in whichever modality the meeting is being held (in-person or virtually) during business hours for the five (5) work days before Fall Semester classes begin, the three (3) work days before Spring Semester classes begin, the fifteen (15) weeks of Fall and Spring Semesters, and for the three (3) days after the last day of exam week in Fall and Spring Semester. In addition, Chairs and Deans can call virtual meetings that include Members during business hours for the

ten (10) days before Fall Semester classes begin, and until five (5) days after the last day of Finals Week in Spring Semester.

7.16.2 Chairs and Deans can also call meetings that include Members at any other times during the calendar year

1. if the need for committee meetings to be held outside academic semesters was communicated in writing to Members before they agreed to serve on said committee;
2. if 75% of the Members on a committee or in a department or college agree in writing to hold a meeting;
3. if there is an emergency; or,
4. if the meeting is voluntary, with no evaluative or disciplinary consequences based on a Member's presence or absence.

7.16.3 Chairs and Deans can ask to meet with a faculty committee on a specified topic, ask that a committee address a particular issue, or ask a committee to provide recommendations by a specific date. Committee chairs will make a good faith effort to comply with such requests in a timely manner. If that committee does not provide a response to the administrator's request, the administrator can either (1) call a meeting of that committee or (2) choose to move forward without the committee's recommendation.

7.16.4 When department and college and university promotion and tenure committees are called upon to make recommendations during the summer, Members who served during the preceding academic year will constitute the Committee membership. Members will make a good faith effort to attend such summer meetings and the University will make a good faith effort to schedule meetings that are reasonably convenient for as many of the Committee members as possible.

7.16.5 Chairs and Deans can call meetings that include Members under circumstances other than those specified in Sections 7.16.1 through 7.16.4, but attendance at such meetings is voluntary and no evaluative or disciplinary consequences can occur because of a Member's presence or absence.

7.17 Applicability. Members who do not fulfill all applicable responsibilities listed in Article 7 may be subject to discipline and/or limits on their eligibility for certain programs outside the customary expectations of a faculty role at Wright State University.

## **Article 8 – AAUP-WSU Rights**

8.1 General. In addition to other rights and privileges accorded elsewhere in this Agreement, the AAUP-WSU shall have the rights specified below.

8.2 Access. Duly authorized representatives of the AAUP-WSU shall have access to the University premises for the purpose of transacting official AAUP-WSU business.

8.3 Use of University Facilities at No Cost. The AAUP-WSU shall be permitted reasonable use of University rooms for meetings on the same basis as other faculty groups or faculty members. The AAUP-WSU shall be permitted reasonable use of University Web pages, electronic mail system, bulletin boards, faculty mail boxes, and University mail service for communication.

8.4 AAUP-WSU Office. The University will make space available to AAUP-WSU for an office. This office shall consist of at least two (2) adjoining rooms; a conference room with no less than 160 square feet and an office with no less than 100 square feet. AAUP-WSU shall be responsible for the costs of telephone installation and service. The University will be responsible for normal custodial upkeep of this space. Should this space become unavailable, the University will find similar space for the AAUP-WSU office, with the University responsible for the costs associated with moving and reinstallation of phones and network ports.

8.5 Use of Printing Services. The AAUP-WSU shall be permitted the reasonable use of University printing and duplication services, on a “cost-for-use” basis. The charges to the AAUP-WSU for such services will not exceed those assessed against other on-campus groups or individuals.

8.6 Printing of Agreement. Not later than ninety (90) days following the ratification of this Agreement, copies of this Agreement shall be printed at the University’s expense. The University shall provide the AAUP-WSU with fifty (50) copies of the Agreement free of charge. Digital copies of this Agreement will be available for free, unlimited downloads both on the University’s official website as well as the website of AAUP-WSU. Further, the AAUP-WSU or its Members may purchase additional printed copies at cost.

8.7 Course Releases.

8.7.1 For academic year 2023-2024, course releases will be provided as submitted by AAUP-WSU to the Vice Provost for Faculty Affairs on April 20, 2023. Effective academic year 2024-2025 and through the duration of this agreement, the University will bear the cost of six (6) course releases per fiscal year for the AAUP-WSU and the AAUP-WSU may purchase six (6) additional course releases at the rate of \$1,200 per credit hour. No individual shall be given course releases that eliminate all teaching for a Member in a given semester.

8.7.2 In years that the contract is being negotiated, the AAUP-WSU may purchase an additional three (3) course releases at the rate of \$1,200 per credit hour to be used exclusively for Negotiation Team Members. The course releases described in this Section 8.7 are the total number of releases available to the AAUP-WSU.

8.7.3 Any Member who is granted a course release as described in this Article shall be ineligible for overload teaching or overload compensation for the Semester in which the release is used unless the University, in its sole discretion, agrees otherwise.

8.7.4 The AAUP-WSU may use the course releases to grant release time from research to individuals not eligible for release time from teaching. The AAUP-WSU will certify that release time from research is equivalent to a specified number of three-hour classes. Members receiving

release time from research shall have the right to a proportionate adjustment in the relative weight assigned to their research in that year's annual evaluation pursuant to Section 11.4.1.

8.7.5 Not later than April 1, the AAUP-WSU will, to the extent possible, provide the university with a list of course releases for the next academic year. As soon as possible, the AAUP-WSU will notify the University of any changes to this list. The AAUP-WSU will work in good faith with the University to minimize any disproportionate impact these course release provisions have on any particular department or college.

### 8.8 Information Needed for Contract Implementation.

8.8.1 Upon request, but not more frequently than 3 times per year, the AAUP-WSU may request, and the University will furnish, the name, academic department, rank, tenure status and base salary of each Member.

8.8.2 Changes to the Bargaining Unit, including promotions, terminations, and new hires, will be available to the AAUP-WSU on the same basis as that of the general public following confirmation by the Board of Trustees.

8.8.3 The AAUP-WSU will have access to the "Official Proceedings" of meetings of the Board of Trustees, including the annual budget workshop on the same basis as that of the general public.

8.8.4 Upon written request by the AAUP-WSU, the University agrees to provide to the AAUP-WSU such data and information that is available and that is necessary for the enforcement of this Agreement or the negotiation of future agreements.

## **Article 9 – Academic Calendar**

9.1 The academic year is divided into two (2) semesters of fifteen (15) weeks (fourteen (14) weeks of instruction and one (1) week of final examinations) plus a summer semester. The summer semester will consist of one twelve-week term (C Term) that is further divided into two (2) terms of six (6) weeks each (Terms A and B). The fall semester will end mid-December. When developing the calendar for a specific academic year the parties will make a good faith effort to include 70 instructional days in each semester. Standard course scheduling during these semesters will provide for 55-minute Monday-Wednesday-Friday classes and 80-minute Tuesday-Thursday classes.

9.1.1 The Summer semester will begin on a Monday, one (1) week after the end of Spring semester final exams and includes final examination days on the last Thursday of A, B and C terms. Each six-week summer session has 23 instructional days with standard course scheduling of 100 minutes per class, plus one final exam period of 100 minutes, for a three semester-hour class meeting four (4) days a week during the summer. Use of the A term final examination day by C term classes is a matter of instructor discretion.

9.1.2 When a scheduled final exam is missed due to a campus closing or delayed opening, that 100-minute exam period will be automatically rescheduled for the same time period on the Monday immediately following exam week. When the University is closed for all or part of a second day of exam week, those missed exams will be automatically rescheduled for the same time period on the Tuesday following exam week. In like fashion, third, fourth and fifth days of missed exams will be rescheduled for Wednesday, Thursday, and Friday following exam week.

9.2 It is recognized that Members in matrix departments also follow the academic calendar set by the School of Medicine.

9.3 Holidays. Holidays shall be observed in accordance with the provisions of Section 124.19 of the O.R.C., and as it may be amended. The following days are recognized as holidays:

Veterans Day	Martin Luther King Day
Thanksgiving	Memorial Day
Presidents' Day	Independence Day
Christmas	Columbus Day
New Year's Day	Labor Day
Juneteenth	

9.4 When a holiday falls on a Saturday or a Sunday, it will be rescheduled to either Friday or Monday. No classes shall be scheduled on observed holidays. It is recognized that President's Day and Columbus Day may have alternative days of observance after reasonable notice of the rescheduled day is provided to the AAUP-WSU.

9.5 Since many religious observances occur on days not designated as legal holidays, the University shall be flexible in accommodating the religious observances of Members. Additionally, Members will be reasonably flexible with the needs of students.

9.6 The University will continue to allow flexibility in Member's ability to vote on Election Day. Members will reasonably allow students this same flexibility.

## **Article 10 – Faculty Involvement in Governance**

10.1 It is recognized that faculty are uniquely qualified to participate in the governance of the University, particularly with respect to academic matters. It is also recognized that faculty members can provide valuable contributions to all levels of the University administration. Members participation in governance consists of giving advice, making recommendations, and contributing to the establishment of bylaws as set forth in Section 10.4. During the term of this Agreement, Member participation in the governance of the University shall be no less than that provided for in this Article.

10.2 Faculty Senate. The University and the AAUP-WSU recognize that Members and non-bargaining unit faculty participation in University-wide governance will be exercised through an

independent Faculty Senate and committees and councils created by the Senate. It is understood that the Senate is a representative assembly of the fully affiliated members of the faculty and its voting members are elected by them, and it shall exercise its authority in the governance of the University.

### 10.3 Departmental and College Governance.

10.3.1 The University and the AAUP-WSU recognize the necessity of Members participating in departmental and college matters and acknowledge the important collegial relationships that exist between Members, the Department Chair, and the Dean.

10.3.2 When a Department Chair or Dean takes action (or elects not to act) following a recommendation from the majority of the Members in their department or College, respectively, the Chair or Dean shall inform them of such action and communicate the reasons for the decision either in writing or in a meeting with the Members. The parties recognize that Deans and Chairs will not communicate reasons for their actions (or decisions not to act) that are based on confidential information.

### 10.4 College and Departmental Bylaws

10.4.1 Each college and each academic department shall establish bylaws specifying procedures for the participation by their respective faculty in the governance of that college or academic department.

10.4.2 Except for the limitations on topics set forth in Section 10.4.2.1, a majority of the Members in a department or college must approve any bylaw adoptions, amendments, repeals or confirmation subject to the concurrent approval of the College Dean, the Provost and the Faculty Governance Committee (Section 10.4.8). Those bylaws and amendments for the matrix departments and for the College of Science and Mathematics that pertain to or have an impact on the Boonshoft School of Medicine must also be approved by the Dean of the School of Medicine.

10.4.2.1 Only tenure eligible and tenured (TET) Members may vote on bylaws provisions that pertain to annual evaluation, promotion, tenure, professional development leave, or other evaluations of TET Members, and only TET Members may serve on Committees that address these issues. Only members of the Graduate Faculty may vote on bylaws provisions that pertain to graduate education and curriculum, and only members of the Graduate Faculty may serve on Committees that address issues pertaining directly to graduate education and curriculum.

10.4.2.2 All bylaws must be reviewed and either revised or confirmed, as appropriate, at least once every five (5) years. Any bylaws that have not been adopted, amended or confirmed since January 1, 2022 shall be reviewed and either revised or confirmed no later than June 30, 2024 to initiate this five -year review cycle. Any bylaws reviewed and revised or confirmed in 2022 will be up for review and revision or confirmation again in 2027, and so on. Any deviation from the



timeline above must be requested by the impacted department/college Members for approval by the Provost.

10.4.2.3 Neither party shall delay or impede the process as stipulated herein. Should a department or college committee fail to move forward with reasonable timeliness (i.e. within 90 days) on adoptions, amendments, repeals or confirmations of bylaws, the authority to amend the bylaws will rest with the Provost.

10.4.3 Departments or colleges that have difficulty with interpreting their bylaws may seek assistance from the Faculty Governance Committee.

10.4.4 The bylaws for each department will state procedures by which the Members give advice and make recommendations regarding –

- faculty appointment, reappointment to a different department, dismissal, promotion, and tenure;
- professional development and mentoring of new faculty;
- teaching assignments and class schedules;
- graduate and undergraduate curriculum and academic standards;
- faculty involvement in review of Chairs; and
- issues affecting the department or college.

10.4.4.1 Department bylaws will specify that peer evaluation of teaching shall be conducted annually for all untenured TET Members and may specify times and circumstances when peer evaluation of teaching is to be conducted for tenured Members. Peer evaluation need not include class visitation unless it is specifically required in bylaws.

10.4.4.2 Department bylaws will also state criteria and procedures for promotion and for tenure of TET Members as well as scholarship criteria for annual evaluation of TET Members.

10.4.4.3 The bylaws for each college will state procedures by which Members give advice and make recommendations regarding:

- promotion and tenure;
- professional development leaves;
- graduate and undergraduate curriculum and academic standards;
- faculty involvement in review of Deans; and
- issues affecting the college.

10.4.4.4 Departmental and college bylaws will provide for calling meetings and setting agendas, voting at meetings, naming committees, and such other procedures as may be needed for faculty participation in governance. It is understood that Chairs and Deans may form other faculty

committees, as long as they do not conflict with or usurp the functions of committees named in the bylaws.

10.4.4.5 Questions about whether a search process is consistent with bylaws requirements for Member participation in faculty searches may be brought to either the AAUP-WSU or the Office of the Provost. A representative of the AAUP-WSU and a provost will confer as soon as possible and will provide a joint response; that response is not subject to grievance.

10.4.5 Recognizing that the University has sole authority to appoint, evaluate, retain and remove Chairs and Deans, department and college bylaws will state procedures by which Members give input regarding the naming of Chairs and Deans.

10.4.6 Except as expressly limited by the terms of this Agreement or by approved bylaws, nothing in this Article or in the bylaws of any department or college shall limit management rights, as enumerated in Ohio Revised Code 4117.08 and in Article 6 of this Agreement.

10.4.7 Only TET Members may participate in making faculty recommendations pertaining to reappointment to a different department, dismissal, tenure, promotion, professional development leave, and other evaluations of TET Members as provided for in Sections 10.4.4.1 through 10.4.4.4. However, non-bargaining unit faculty in the School of Medicine shall be permitted to participate in making recommendations pertaining to reappointment, dismissal, tenure, promotion, and evaluation of Members in matrix departments in a manner not inconsistent with department and college bylaws.

10.4.7.1 Except as may be provided elsewhere in this agreement, only TET Members may participate in selecting or electing the TET Members who will serve on Promotion & Tenure Committees.

#### 10.4.8 Faculty Governance Committee.

10.4.8.1 To facilitate development and any subsequent revision of department and college bylaws, the parties will maintain a joint Faculty Governance Committee composed of three (3) persons selected by AAUP-WSU and representing Members and three (3) persons selected by and representing the University.

10.4.8.2 The University and the AAUP-WSU shall each designate one of the Committee members as a co-chair.

10.4.8.3 The presence of both co-chairs and at least one other member from the AAUP-WSU and one other member from the University shall constitute a quorum for all meetings. A quorum is necessary to approve any bylaws or any subsequent revisions to bylaws.

10.4.8.4 Approval of new or amended college or department bylaws requires four (4) affirmative votes. In the event of a tie the Provost will meet with the full committee to receive input and make a determination as to the final college or department bylaws to be adopted

### 10.5 Member Participation in the Review of Chairs and Deans.

10.5.1 Informal Reviews of Chairs and Deans. Members are asked to provide feedback about the performance of both their Department Chair and their Dean to the Provost's Office on an annual basis. Chairs and Deans will not be given the informal feedback pertaining to themselves until after Members in their unit have received their annual evaluations pursuant to Article 11. Reporting of feedback will be anonymous and solicited by the Provost's Office.

10.5.2. Formal Reviews of Chairs and Deans. At least every five (5) years, the University will conduct formal reviews of Chairs and Deans to whom Members report. Members will be included on all review committees for Chairs and Deans who have Members in their units. All Members in the administrator's unit will be asked to respond to questions posed in the review. A final report that summarizes findings of the review will be made available to all Members in the administrator's unit.

## **Article 11 – Annual Evaluation**

### 11.1 Evaluations.

11.1.1 The purpose of the University evaluation procedure described herein is to facilitate the professional development of members. Evaluation serves to inform decisions regarding merit pay, reappointment, tenure (for TET Members), promotion, and dismissal. The Annual Evaluation also serves to inform decisions regarding eligibility for opportunities that are outside the regular expectations of a faculty role.

In this Article, whenever a reference to "department" is made, it shall be understood that this refers to the departments and schools within a college and the Lake Campus. For jointly appointed Members, "department or school" refers to the Member's "primary" department or school, which is the academic unit in which a Member is appointed more than 50% (see Section 11.5.1).

### 11.2 Evaluation Procedures.

11.2.1 Except as noted in Sections 11.5.2, 11.5.3 and 32.5.4, the Department Chair shall conduct an annual evaluation of every Member's performance for each academic year in accordance with the **teaching and service** criteria set forth in Sections 11.6.1.2, 11.6.2.1 and 11.6.2.2, and the Department's annual evaluation criteria for **scholarship** set forth in its bylaws pursuant to Section 10.4.4.2 (TET). If the Member has completed less than a year of service, the Chair's evaluation will cover that period of time.

11.2.2 Except for those covered under Sections 11.5.2 and 11.5.3, for the areas of **teaching and service**, the Chair will provide a written evaluation and assign a score of 0 = "unsatisfactory," 1 = "conditional merit," 2 = "expected merit," 3 = "high merit," or 4 = "exceptional merit." The Chair's evaluation will be based on:

- a) the criteria set forth in Sections 11.6.1.2, 11.6.2.1, and 11.6.2.2 (these criteria shall supersede the annual evaluation criteria for teaching and service found in a Member's Departmental Bylaws);
- b) the Member's assigned workload;
- c) the Member's Faculty Activity Report; and
- d) other written materials available to the Department Chair and provided to the Member pursuant to Section 11.7.3.

11.2.3 Except for those covered under Sections 11.5.2 and 11.5.3, for the area of **scholarship**, the Chair will provide a written evaluation and assign a score of 0, 1, 2, 3, or 4 based upon the Member's Faculty Activity Report and the annual evaluation criteria for scholarship specified in the Member's Departmental Bylaws. This score shall apply to the Member's performance in scholarship over the immediately preceding academic year.

11.2.3.1 The Chair will then average the annual evaluation scores in scholarship given over the previous three years.

11.2.4 Before the annual evaluations are provided to Members, the Dean will review all evaluations to ensure that the assigned scores are consistently applied across the college.

### 11.3 Merit Scores.

11.3.1 Pursuant to Sections 11.6.1.2, 11.6.2.1, and 11.6.2.2, merit scores shall be evaluated and distributed as follows:

11.3.2 A merit score of zero (0), "unsatisfactory," is assigned when—

- Teaching
  - The Member's teaching is seriously deficient (ongoing failure to meet essential teaching related behaviors).
- Service
  - The Member contributes little or no service or the service contributions are clearly ineffective or unproductive.

11.3.3 A merit score of one (1), "conditional merit," is assigned when the Member's overall performance in the previous year is below the expectations for "expected merit" in the given category. Indicators of "conditional merit" include—

- Teaching
  - A significant number of student complaints and criticism directly related to the essential teaching related behaviors, or
  - Minor shortcoming(s) in 3 or more **essential teaching** related behaviors, or
  - Significant deficiencies in at least one **essential teaching** related behavior

- Service
  - Untenured TET faculty and those NTE faculty designated as intensive teaching:
    - Quantity of service contributions represents less than the minimal requirements for **routine service**, or
    - Quality of service contributions is clearly below reasonable expectations
  - Tenured TET faculty and those NTE faculty designated as standard teaching:
    - Quantity of service contributions represents less than the minimal requirements for **significant service**, or
    - Quality of service contributions is clearly below reasonable expectations

11.3.4 A merit score of two (2), “expected merit,” is assigned when the Member’s overall performance in the previous year meets reasonable expectations in the given category. Indicators of “expected merit” include:

- Teaching
  - Mostly positive student evaluations that indicate the Member is available, responsive, and creates a positive environment in support of student success
  - Satisfies all **essential teaching** related behaviors
- Service
  - Untenured TET faculty and NTE faculty designated as intensive teaching:
    - Meets expectations for **routine service**
  - Tenured TET faculty and NTE faculty designated as standard teaching:
    - Meets expectations for routine service and significant service

11.3.5 A merit score of three (3), “high merit,” is assigned when the Member’s overall performance in the previous year is above the expectations for “expected merit” in the given category. Indicators of “high merit” include—

- Teaching
  - Student evaluations indicate that the Member goes above and beyond to ensure student success – this may be indicated by exceptional efforts to ensure students access resources outside the classroom (e.g., tutoring, etc.) to achieve success
  - Satisfies all **essential teaching** related behaviors
- Service
  - Untenured TET faculty and NTE faculty designated as intensive teaching:
    - Meets expectations for routine service and significant service
  - Tenured TET faculty and NTE faculty designated as standard teaching:
    - Meets expectations for **routine service** and exceeds **significant service**

11.3.6 A merit score of four (4), “exceptional merit,” is assigned when the Member’s overall performance in the previous year is substantially above the expectations for “high merit” in the given category. Indicators of “exceptional merit” include:

- Teaching
  - In addition to fully meeting the criteria for “high merit,” the Member is recognized by students and faculty for their unusually strong contributions to student success.
  - Demonstrated and documented leadership by the Member in effective student success initiatives.
  - Effective participation in one or more trainings from the Center for Faculty Excellence and effective implementation of skills gained to improve documented student success in a course or courses.
  - Recognizing the Member as rigorous and challenging, students seek out their classes or laboratory, or request the Member as a thesis/dissertation advisor.
  - Former students often credit the Member for their academic and professional success.
  - Faculty colleagues recognize the Member’s unusually strong contributions to teaching.
  - The Member has received national recognition for their teaching
- Service
  - TET Faculty and NTE faculty designated as standard teaching
    - The quantity of documented service contributions for which no additional course release is provided is at least twice the requirements for **significant service** and
    - The service includes significant leadership contributions resulting in substantial positive impact on the university, college, or department.
  - NTE faculty designated as intensive teaching
    - Exceeds the requirements for **significant service**

11.4 Workload Percentages.

11.4.1 For TET faculty, after merit scores are determined, the Department Chair will then assign to each area a percentage from the chart below based on their assigned workload for the prior year. Using the scores (0-4) for teaching and service (pursuant to Sections 11.3.1 through 11.3.6) and the scores (0-4) for scholarship (pursuant to Sections 11.2.3 and 11.2.3.1) and the percentage assigned for each area, the University will calculate an overall score rounded to the nearest 10<sup>th</sup>.

Designation	Teaching	Service	Scholarship
Standard	55%	15%	30%
Teaching Focused <sup>1</sup>	70%	15%	15%
Teaching Intensive <sup>2</sup>	80%	10%	10%

Service Focused <sup>3</sup>	55%	30%	15%
Service Intensive <sup>4</sup>	45%	45%	10%
Scholarship Focused <sup>5</sup>	40%	15%	45%
Scholarship Intensive <sup>6</sup>	25%	15%	60%

<sup>1</sup> One additional class assigned in lieu of standard scholarship

<sup>2</sup> Two additional classes assigned while keeping scholarship current

<sup>3</sup> Additional service in lieu of standard scholarship

<sup>4</sup> Service assignment equal to one course while keeping scholarship current

<sup>5</sup> One course reduction for superior scholarship

<sup>6</sup> Two course reduction for superior scholarship

11.4.2 For NTE faculty, after merit scores are determined, the Department Chair will then assign to each area a percentage from the chart below based on their assigned workload for the year. Using the scores (0-4) for teaching and for service (pursuant to Sections 11.3.1 through 11.3.6), and the percentage assigned for each area, the University will calculate an overall score rounded to the nearest 10th.

Designation	Teaching	Service
Standard <sup>1</sup>	75%	25%
Teaching Intensive <sup>2</sup>	85%	15%

<sup>1</sup> One course reduction for significant service

<sup>2</sup> No course reduction for significant service

**11.4.3 Alternative Weighting.** Equivalent combinations of teaching, service, and, if applicable, scholarship with percentage weightings may be applied, as agreed to at the start of the year under evaluation by the Member and the Department Chair.

**11.4.4 Changing Assignments.** If the Member's assigned combination of teaching, service and, if applicable, scholarship changes during the evaluation period, the Chair will make a good faith effort to adjust the expectations and percentages proportionately.

11.4.5 The Chair may assign a different weighting from those listed above in either of the following situations:

- a) The Chair is imposing discipline pursuant to Article 14.
- b) The Chair is acting to correct a pattern of substandard performance extending for more than one year.

11.4.6 For Members who were hired into, or returned to, a position within the Bargaining Unit on or after January 1 of the preceding year, the provisions of Sections 11.2.1 through 11.2.4, Sections 11.3.1 through 11.3.6, Sections 11.4.1 through 11.4.3 will not apply unless:

- the Member’s teaching was unsatisfactory, or
- the Member requests in writing to have integers assigned in accordance with the provisions of Sections 11.2, 11.3, and 11.4.

In all cases, the Chair will provide a written evaluation of the Member’s teaching and service to the extent it is feasible to do so.

11.4.7 For a Member who was on approved sick or military leave for one or more semesters during the previous year, the Department Chair’s evaluation will not penalize the Member for having taken such leave but will be based upon the part of the year during which the Member was not taking such leave.

11.5 Joint Appointments.

11.5.1 When evaluating Members who are jointly appointed (Section 11.1), Department Chairs of the Member’s primary department should solicit information regarding teaching and service from the Chair of the department in which a Member’s appointment is less than 50%. Information received is subject to Section 11.7.3.

11.5.2 The Provost will conduct the annual evaluation of Members who are budgeted 75% or more outside their home department and who report directly to a provost or a vice president for more than one academic semester of the most recent year being evaluated. Each evaluation will be conducted in accordance with criteria that are contained in the Member’s job description and that are described in annual goals signed by the Member and the provost or vice president to whom they report.

11.5.3 The Members evaluated by the Provost pursuant to Section 11.5.2 shall be considered as a department for purposes of annual evaluation and distribution of merit raises pursuant to Section 11.10. The provost or vice president to whom each Member reports shall submit to the Provost a written evaluation of that Member based on the job description and signed goals. The Provost will assign merit scores consistent with these evaluations.

11.5.4 When evaluating a Member who is assigned 40% or more to service or administrative responsibilities outside their primary department, the Department Chair should solicit information from the Dean, provost or vice president to whom the Member reports.

11.6 Teaching and Service Criteria for Annual Evaluation.

11.6.1 Teaching Criteria.

11.6.1.2 **Essential teaching** behaviors and practices include, but are not limited to, those applicable teaching items in Article 7 Rights and Responsibilities and the following:

- timely preparation and distribution of syllabi
- meeting class on a consistent basis, including on-time arrival and dismissal



- professional classroom behavior
- effective organization of course content and lectures to meet course and program objectives and outcomes
- effective and timely communication with students in and out of the classroom
- effective delivery of appropriate content material
- effective processes and materials for evaluating student learning
- meeting the reasonable needs of students and advisees through availability during scheduled office hours, appointments, and online
- ongoing reflective practice of teaching utilizing student feedback, personal observations and experiences, and other methods of formative assessment to self-assess and revise courses as appropriate\*
- teaching material that is current with the discipline
- teaching practices that are current with standards for equity and inclusion (e.g., active recruitment of historically under-represented students for transformative learning opportunities such as labs, internships, or the integration into course curriculum, scholarship or research that focuses upon or is produced by historically under-represented individuals.)

\*Members who receive a score of less than ‘expected merit’ in Teaching will be required to work with their Chair to develop a pedagogical plan to demonstrate how they are appropriately using student evaluations and other feedback to address potential barriers to student success and/or course completion.

### 11.6.2 Service Criteria.

#### **Section on Routine Service**

11.6.2.1 **Routine Service:** All Members are obligated to perform “routine service,” which refers to basic faculty engagement in shared governance at the departmental level as well as involvement in the recruitment, retention and success of students at the university. The routine service obligation is met by those applicable service items in Article 7 Rights and Responsibilities and:

- Regular and effective attendance at departmental and college meetings as documented in meeting minutes;
- Effective service on one reasonably active departmental committee (e.g., a committee dealing with curricular matters or program assessment), or equivalent\*
- Attendance at, and support of, at least one university or college recruitment, retention or outreach event each semester from a list of activities provided by the Dean and/or Provost

- Completion of any assessment and/or accreditation activities as reasonably requested by the Chair and/or Dean, if applicable.

\*Equivalent activities include serving on committees outside the department, working within programs and departments to develop and coordinate the curriculum, participating in significant program assessment, and other activities. These opportunities for equivalent “routine service” activities may vary across the University, but the magnitude of the “routine service” obligation does not vary significantly from unit to unit. However, to ensure that the activities performed will be considered ‘equivalent,’ Members should communicate with their Chair and receive confirmation that an activity will indeed count as an ‘equivalent’ before commencing participation in the activity.

### ***Section on Significant Service***

11.6.2.2 **Significant Service**: All Members are obligated to effectively perform “significant service,” which demonstrates active engagement and productive leadership from examples of activities listed below. Specifically, tenured members are expected to demonstrate their participation in at least three activities in the one-year period under consideration. For NTE faculty, since “significant service” will be the approximate equivalent of teaching one additional class over the course of an academic year, the time devoted in a given year to “significant service” should be equivalent to the time devoted to teaching one three-to-four-hour class.

All such service should either support and further the mission, goals or strategic plans of the department, college or University, or address the needs of the community or the profession in ways that rely upon a Member’s professional expertise. Whatever the number of activities, however, “significant service” is characterized more by quality than by quantity, and it should make a significant contribution to the department, college, University, community, or profession. Active and engaged involvement in appropriate committees, participation in appropriate faculty searches, participation in important college and university governance structures, leadership in aspects of department, college, or university life, and work in professional organizations, among other things, are all examples of “significant service.” These opportunities for “significant service” may vary across the University, but the magnitude of the “significant service” obligation does not vary significantly from unit to unit.

In order to ensure that the activities performed will be considered ‘significant service,’ Members should communicate with their Chair and receive confirmation that an activity will indeed count as ‘significant’ before commencing participation in the activity.

- Productively serving and/or chairing an active department, college, or university-level committee
- Serving on the Faculty Senate
- Directing and leading a study abroad program

- Developing, coordinating, and/or supervising service learning courses/activities, internships, projects, and partnerships
- Participation in university, college, and department activities such as language immersion days, campus open house, blood drive, or student orientation
- Implementing a departmental or college initiative or study
- Coordinating a substantial college, campus or community event or a policy or process change within the college
- Serving as an active advisor to an official student organization or activity (clubs, honorary societies, student case competitions, etc.)
- Developing new teaching materials or course plans for multiple sections at the request of the Chair, Dean or program committee
- Coordinating or performing activities that support multiple sections of common or core classes within a discipline (textbook evaluation, assessment, TAG requirements, development of common syllabus or other materials, etc.)
- Advising students effectively and/or serving effectively as a thesis director or student project director
- Promoting student success through documented initiation of innovative strategies or a superior commitment to student advising
- Mentorship of at-risk or historically underrepresented students
- Regular and active participation in: student led events/programs, student-oriented events/programs, events/programs for historically under-represented groups
- Mentoring and/or evaluation of peers and graduate assistants
- Leadership service in professional organizations that focus upon historically under-represented groups or that focus on the promotion of equity and inclusion
- Engaging in professional development trainings that enhance pedagogical and student development skills, including equity and inclusion training
- Regular and active participation in professional organization activities
- Engaging and exercising documented leadership in service to the community and/or profession that uses one's professional expertise
- Editing a substantial professional journal
- Obtaining and maintaining professional licenses and/or certifications
- Reviewing books, journals or other manuscripts
- Coordinating a special project or task force
- Participation in professional activities, either paid or unpaid, related to the faculty member's teaching discipline
- Coordination or maintenance of labs
- Service to AAUP-WSU or the Ohio Conference of AAUP or the national AAUP

- Presentations or participating on panel discussions for internal or external organization training seminars, workshops or meetings (Center for Faculty Excellence, staff development programs, external professional organization, community organization)
- Effectively serving on and/or chairing a major government or community board
- Actively promoting alumni relations or engaging in fundraising
- The documented equivalent of any of the above

11.7 Faculty Activity Reports and Chair's Evaluation.

11.7.1 In preparation for the Chair's evaluation, all Members will submit a Faculty Activity Report to their Chair by September 15. The Faculty Activity Report form will be developed by the University with input from AAUP-WSU to reflect scoring and content that aligns with this Article. This Faculty Activity Report must include a report of their teaching and service during the preceding academic year as well as a record of their fulfillment of the applicable faculty responsibilities listed in Article 7 that are relevant to teaching and service. Additionally, the Faculty Activity Report of all TET Members will also include a list of their scholarship (including publications and grants) during the preceding five academic years and a report of their scholarly activity during the previous academic year.

11.7.2 In addition to any materials required by this Agreement or by Department bylaws, Members may include whatever material will provide evidence of successful teaching, scholarship or service.

11.7.3 The Department Chair may use other written materials if they document the Chair's direct observation or are from identifiable sources. The Member shall be given a complete copy of such materials and provided the opportunity to respond to them in writing, and the Chair shall consider the Member's response in writing their annual evaluation.

11.7.4 The Department Chair will use, all peer evaluations of teaching, as appropriate pursuant to 11.8.1 (for TET) and 13.4.2.3 for (NTE), the Member has received (if any).

11.7.5 After conducting the evaluations, the Department Chair will send to each Member an electronic copy of their evaluation.

11.7.6 A Member who disagrees with the Chair's evaluation may send a written response to the Chair. This rebuttal shall be appended to the original evaluation, forwarded to all other entities which receive a copy of the evaluation, and kept in the Department or College office.

11.8 Annual Review for Untenured Members.

11.8.1 Included in the Chair's annual evaluation of all untenured Members shall be a statement reflecting peer evaluation of the individual's teaching effectiveness (Section 10.4.4.1). The Chair and the tenured Members in the Department share joint responsibility for ensuring that peer evaluation of teaching is conducted each year.

11.8.2 Included with the Chair’s annual evaluation of all untenured Members shall be a statement from the Chair summarizing the individual’s cumulative progress toward obtaining tenure. (Section 13.14.1)

11.9 Periodic Reviews.

11.9.1 The Provost or a provost may periodically review the productivity of Members that are either tenured or on a continuing non-tenure eligible appointment in the areas of teaching effectiveness, continued scholarship (if applicable) and service to the academic community.

11.9.2 The materials to be considered include faculty activity reports, annual evaluations, promotion and tenure documents, and if necessary, a Member’s current CV, in order to provide support to Members when needed. Should the Annual Evaluation, or a Periodic Review identify significant matters requiring remedy, the Dean and Chair shall meet with the Member to discuss and establish a program of growth. The Member shall be notified, in writing, of the final program of growth decided upon and the means of monitoring progress and success in that program.

11.9.3 In cases where areas of improvement are identified, fair and equitable steps will be taken to develop programs of growth. Programs of growth that address teaching and service shall run a minimum of two semesters. Programs of growth that address scholarship shall run a minimum of two academic years. Once a program of growth has been established, the Annual Evaluation will serve as the measure of determining success.

11.9.4 When a program of growth is developed between a Member, Chair, and Dean, the University will provide AAUP-WSU with a copy.

11.10 Merit Raises.

11.10.1 The merit raise  $m_i$  for an individual Member will be determined as follows:

$$m_i = \frac{p_i}{\sum_{j=1}^n p_j} \times \frac{M}{2} + \frac{p_i \times b_i}{\sum_{j=1}^n p_j \times b_j} \times \frac{M}{2}$$

where:

$$M = \sum_{j=1}^n b_j \times r$$

- $M$  is the total merit pool for the Member’s department
- $r$  is the percentage merit increase as specified in Sections 23.2
- $n$  is the number of Member’s department
- $p_i$  is the Member’s “overall score rounded to the nearest 10<sup>th</sup>” as specified in Section T11.2.6
- $b_i$  is the Member’s base salary
- $p_j$  and  $b_j$  are the overall score and base salary, respectively, for all the Member’s department. (Here,  $j$  is equal to 1,2,3, and so forth, up to  $n$ .)

11.10.2 In departments where some faculty are on academic year appointments and some faculty are on fiscal year appointments, merit raises  $m_i$  will be calculated as follows:

1. The base salary of each fiscal year faculty will be converted to an academic equivalent by multiplying each fiscal base salary  $b_i$  by 9/11ths to obtain an adjusted base salary  $b_i^*$ .
2. These adjusted base salaries  $b_i^*$  will be used in place of the corresponding fiscal base salaries  $b_i$  to compute an adjusted total merit pool  $M^*$ .
3. The adjusted base salaries and the adjusted total merit pool  $M^*$  will be used to compute the merit raise  $m_i$  of each faculty member on an academic year appointment and the adjusted merit raise  $m_i^*$  of each faculty member on a fiscal year appointment.
4. For each faculty member on a fiscal year appointment, this adjusted merit raise  $m_i^*$  will be multiplied by 11/9ths to determine the Member's actual merit raise  $m_i$ .

11.10.3 If the merit pool  $M$  calculated in accordance with Section 11.10.1 using the actual base salaries of all Members (fiscal and academic) is insufficient to cover the total of merit raises when calculated using the procedure outlined in Section 11.10.2, then the University will adjust the pool to provide sufficient funds.

11.10.4 The merit raise for a Member who, due to extenuating circumstances, has no calculated overall score pursuant to Section 11.4.6 shall be computed by assigning the Member the average of the overall scores in their department pursuant to Sections 11.4.1 and 11.4.2. The merit raise for a Member who does not timely submit the Faculty Activity Report, absent extenuating circumstances, shall be computed by assigning the Member a score of "0."

11.10.5 A Member who begins employment January 1 or later shall not be eligible for a salary increase during that calendar year. A statement in or attached to the offer letters for such Members will confirm that the base salary continues through the end of the first academic year (or, if applicable, fiscal year) of employment.

### 11.11 Annual Evaluation Grievances.

11.11.1 Grievances alleging that a Department Chair's annual evaluation of a Member did not reasonably comply with a specific provision(s) of this Agreement or with a specific provision(s) of the Department or College Bylaws may be filed relating to a single year's evaluation. Procedures for such grievances are as specified in Article 16.

11.11.2 Grievances alleging that a Department Chair's annual evaluations of a Member have been inconsistent with evaluations of other Members or in any other way involved a pattern of faulty judgment or prejudicial treatment, must refer to a period of at least three years, beginning no more than five years prior to the filing of the grievance.

11.11.2.1 Upon receiving a grievance pursuant to Section 11.11.2 the AAUP-WSU and the University shall form a four-member Evaluation Appeals Committee consisting of two members

selected by the AAUP-WSU and two members selected by the University. None of the Committee members may be from the appellant's department.

11.11.2.2 The appellant's current Department Chair will be given an opportunity to submit a written response to the grievance, and the appellant will be given an opportunity to comment on or rebut the Department Chair's statement.

11.11.2.3 The Evaluation Appeals Committee shall review materials submitted by the appellant and any response submitted by the appellant's Department Chair. In addition, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee's questions in writing.

11.11.2.4 Following the review of materials and testimony relevant to the case, the Evaluation Appeals Committee will send to the Provost and to the AAUP-WSU a report stating whether or not a significant pattern of inconsistent evaluations is substantiated, the basis for its findings, and its determination of revised evaluations for the affected years.

11.11.2.5 If the Evaluation Appeals Committee revises any annual evaluations for the grievant, the University and the AAUP-WSU will jointly calculate the grievant's current base salary as it would have been if the revised evaluations had been awarded in the affected years.

11.11.2.6 Because the decisions of the Evaluations Appeals Committee are final, grievances submitted to that committee are not subject to arbitration by an external arbitrator.

## **Article 12 – Student Evaluation of Learning and Teaching**

12.1 All Members shall be evaluated in each course they teach using an online University Student Evaluation of Instruction form approved by the University with input from the AAUP-WSU. Such agreed-upon forms are the only instruments for the University to solicit anonymous student feedback on the individual teaching performance of a Member to be used for annual evaluation, promotion and tenure or any other matter pertaining to terms and conditions of employment.

12.1.1 All information from these evaluations will be made available to the individual Member, to the Member's Department Chair, to the Department Chair or Director of the program that offers the course, to the Member's Dean, to the University Provost's Office and to any Members charged with the Member's peer review of teaching (Section 10.4.4.1) or progress toward tenure. As needed, the information will also be made available to those who have a need to know the information for purposes of promotion or tenure, discipline or other reasonable actions.

12.1.2 To the extent permitted by law, Deans, Department Chairs and Members will restrict access to student evaluation forms to those persons who have a need to view the information.

12.1.3 This Section shall not impair the University's ability or obligation to produce public records, as that phrase is defined under the Ohio Public Records Act or other applicable legal authorities.

12.2 Should a Member believe that there are compelling reasons why an evaluation of a specific course in a given semester should not be considered in evaluative decisions, they may submit a written request for exclusion to the Department Chair. The Chair shall respond to this request in writing. Both this request and the Chair's written response shall be appended to the Member's annual evaluation.

12.3 The Student Evaluation of Instruction forms will be maintained for at least the past seven years.

12.4 Evaluations do not alone confirm or refute the effectiveness of teaching. The Chair shall consider additional factors for evaluating the teaching of Members.

### **Article 13 – Appointment, Promotion, and Tenure**

#### ***Section on Appointment and Promotion for Non-Tenure Eligible (NTE) Appointments***

13.1 Regardless of the length of appointment, no Member with a non-tenure eligible appointment (NTE) is eligible for tenure under any circumstances, and nothing in this Agreement implies tenure.

13.1.1 Each Member will have a primary appointment in an identified academic department.

13.1.2 Titles with the modifier "Clinical" in them signify ranks in the School of Professional Psychology and Nursing that are non-tenure eligible (NTE) faculty appointments. Faculty may be appointed to a particular Clinical rank upon beginning Wright State employment, depending on their credentials and experience.

13.1.3 Members with NTE appointments may have either fixed-term or continuing appointments.

13.1.3.1 Instructors and all ranks with the modifier "Visiting" always have fixed-term appointments.

13.1.3.2 Lecturers, and all ranks with the modifier "Clinical," who signed an initial offer letter on or before April 1, 2019, have fixed-term appointments during their first six years of employment as Members.

13.1.3.3 Lecturers, and all ranks with the modifier "Clinical," who sign an initial offer letter after April 1, 2019, have fixed-term appointments during their first seven years of employment as Members.

13.1.3.4 Senior Lecturers always have continuing appointments.

#### **13.2 Fixed-term NTE Faculty Appointments.**

13.2.1 For faculty who signed an initial offer letter on or before April 1, 2019, appointments for Instructors are for one year (or, if hired as a Member within an academic year, the appointment may include that partial year and the following academic year). Instructor appointments may not



be extended beyond a total of six years of service. Instructors are not guaranteed continuing employment. On or before the first day of the Member's sixth year as an Instructor begins, the University will either (a) notify the Member that the appointment will not be continued or (b) offer a continuing appointment as a Lecturer with no specified date of termination.

For faculty who signed an initial offer letter after April 1, 2019, appointments for Instructors are for one year (or, if hired as a Member within an academic year, the appointment may include that partial year and the following academic year). Instructor appointments may not be extended beyond a total of seven years of service. Instructors are not guaranteed continuing employment. On or before the first day of the Member's seventh year as an Instructor begins, the University will either (a) notify the Member that the appointment will not be continued or (b) offer a continuing appointment as a Lecturer with no specified date of termination.

13.2.2 Appointments with the modifier "Visiting" are the rank assigned to a Member whose education and experience is equivalent to Wright State faculty with the corresponding rank. Visiting appointments may be made for a period of up to three years. If an initial appointment is for less than three years, it may be extended when the advertisements for the position and the appointment letter state that such extensions are possible, but the total length of a visiting appointment cannot exceed three years.

13.2.3 Members may be appointed to the rank of Lecturer upon beginning Wright State employment or after serving for a time as an Instructor. The university's decision to create a Lecturer position is based on university needs, regardless of the performance level of existing Instructors.

13.2.4 Lecturers, and all ranks with the modifier "Clinical" who sign an initial offer letter on or before April 1, 2019, will receive fixed-term appointments for the smaller of (1) three years or (2) the number of years needed to bring a Member's total service as an NTE faculty member to six. On or before the first day of the Lecturer or Clinical faculty member's sixth year as an NTE faculty member, the university will (a) notify that Member that the appointment will not be continued or (b) offer a continuing appointment with no identified date of termination; that is, if the university fails to notify that Member that the appointment will not be continued, then the Member will be given a continuing appointment with no identified date of termination.

Lecturers, and all ranks with the modifier "Clinical" sign an initial offer letter after April 1, 2019, will receive fixed-term appointments for the smaller of (1) three years or (2) the number of years needed to bring a Member's total service as an NTE faculty member to seven. On or before the first day of the Lecturer or Clinical faculty member's seventh year as an NTE faculty member, the university will (a) notify that Member that the appointment will not be continued or (b) offer a continuing appointment with no identified date of termination; that is, if the university fails to notify that Member that the appointment will not be continued, then the Member will be given a continuing appointment with no identified date of termination.

13.2.5 A Member who has completed at least four years as an Instructor, with sustained outstanding performance, as documented in accordance with Section 13.4.2.2, will have the right of first refusal to accept a position as Lecturer that becomes available in their department if the Instructor is qualified to teach all the courses for which the Lecturer position has been developed. If more than one Instructor is so qualified in a department, then the Instructor with the most seniority, based on hire date as a Member, will have the right of first refusal. If two or more qualified Instructors have the same seniority and one has significantly stronger performance than the other(s), that Member will have the right of first refusal for a Lecturer position. Otherwise, ties will be broken at random. The Department Chair will notify all eligible Instructors in their department if a Lecturer position becomes available in that department, and the Dean will notify eligible Instructors at Lake Campus if a Lecturer position becomes available at Lake Campus.

### 13.3 Continuing NTE Faculty Appointments.

13.3.1 Members who sign an initial offer letter on or before April 1, 2019 will have a continuing appointment beginning with the seventh year as a Member. Members with continuing appointments are not eligible for tenure, and their employment may be terminated pursuant to Articles 15 or 17.

Members who sign an initial offer letter after April 1, 2019 will have a continuing appointment beginning with the eighth year as a Member. Members with continuing appointments are not eligible for tenure, and their employment may be terminated pursuant to Articles 15 or 17.

13.3.2 Senior Lecturer is the rank assigned to those who have been promoted to that rank because of sustained outstanding performance in teaching and service (as specified in Section 13.7) for a minimum of six years at the Lecturer rank, and also to those whose initial appointment as a Member is at this rank. All Senior Lecturers have continuing appointments.

### 13.3.3 Credit for Prior Service in Faculty Position

13.3.3.1 The parties agree to count time employed in prior full-time faculty appointments (whether as TET or NTE) at Wright State University toward the time frames listed in 13.3.1. Prior service is defined as documented employment as a full-time faculty member at Wright State University.

13.3.3.2 In cases where the gap in service is less than three years and the faculty member is returning to the same rank, all prior time at the University will automatically be counted.

13.3.3.3 In cases where the gap in service is more than three years, but less than ten full years, the prior time will count. However, the Member will have to serve at least two years in their new appointment before being considered for continuing employment except in cases where the Member is hired on a three-year fixed-term appointment, in which case they will have to serve at least the full three-year appointment before being considered for a continuing appointment if their prior service brings them to the totals listed in 13.3.1.

13.3.3.4 In cases where the faculty member is switching from a tenure-track position to a non-tenure track position, they will have to serve a minimum of one-year in their new appointment before being considered for continuing employment after which all prior time will count.

13.3.3.5 When the Member's previous employment ended 10 or more years before the current appointment, the number of years to be credited (up to four years) will be determined by the Senior Lecturer or Clinical Assistant Professor Promotion Committee, as appropriate, prior to the offer letter being finalized.

#### 13.4 Promotion from Lecturer to Senior Lecturer or to a higher "Clinical" Rank.

##### 13.4.1 Definitions – NTE.

13.4.1.1 The Promotion Document is the information that the candidate seeking promotion submits to the Department Chair summarizing their case for promotion. It consists of the following items:

1. The candidate review statement [Appendix A]
2. Annual performance evaluations for at least the six most recent years
3. Evidence of sustained outstanding performance in teaching
  - a. Peer evaluations of teaching (two in a given academic year) for at least two of the four most recent academic years, pursuant to Section 13.4.2.3
  - b. Summary of all required student evaluations of teaching during the past six years
  - c. List of 15 or more Positive Teaching-Related Activities from the list below:
    - i. creating innovative projects and assignments
    - ii. teaching a larger than normal number of preparations or teaching section sizes that are larger than normal
    - iii. conducting review sessions outside of scheduled class time
    - iv. effective use of educational technology for students
    - v. serving as a teaching mentor for other faculty
    - vi. being readily available to students beyond required office hours
    - vii. developing a new course
    - viii. developing a new teaching area
    - ix. mentoring students
    - x. effectively supervising independent study projects
    - xi. incorporating projects that involve service learning
    - xii. the equivalent
  - d. Other evidence of outstanding teaching (optional)
4. Evidence of sustained outstanding performance in service
  - a. List of significant service activities from the list in Section 11.6.2.2
  - b. List and description of major initiatives (Section 13.7.3)

- c. List and description of significant leadership contributions (Section N13.7.3)
- d. Other evidence of outstanding service and leadership (optional)

The evidence of sustained outstanding performance in teaching and service (items 3 and 4 above) may, together, total no more than 25 pages.

13.4.1.2 The Promotion File consists of the Promotion Document and the following items that are added during the review process:

1. A written statement of the Department Chair
2. The form shown in Appendix A used to record votes and recommendations
3. A record of the College Promotion Committee's vote and recommendation
4. The recommendation letter of the college Dean
5. The recommendation statement of the Provost
6. Rebuttals and supporting material (if any) filed by the candidate

At any time throughout the process and after its completion, the candidate has the right to access and obtain copies of the Promotion File.

13.4.1.3 The relevant Promotion Committees review promotion cases at the college level and make recommendations to the college Dean. Their composition and selection are specified in Section 13.4.3.1.

#### 13.4.2 Criteria for NTE Promotion.

13.4.2.1 To be promoted to the rank of Senior Lecturer, a Lecturer must have served at least six years at the Lecturer rank. To be promoted within the "Clinical" ranks, a Member must have served at least six years at the prior "Clinical" rank. During that time, the Member must have demonstrated a record of sustained outstanding performance in teaching and service for a minimum of six years, which is documented in accordance with Section 13.4.2.2 and defined by Section 13.7.

13.4.2.2 Outstanding teaching and service are documented by the Chair's annual evaluations of the Member's performance (Article 11), peer evaluations of teaching (Section 13.4.2.3), student evaluations of teaching, and other available evidence as needed or desired. The amount of recent teaching may be limited, and effective completion of administrative responsibilities may be substituted for service work expected of non-administrative faculty.

#### 13.4.2.3 Peer Evaluation of NTE Teaching.

13.4.2.3.1 Members without continuing appointments will receive two peer evaluations of teaching each academic year. Any other Member will receive two peer evaluations of teaching in a given academic year if, by September 15, the Member asks the Department Chair, in writing, that peer evaluations of teaching be done.

13.4.2.3.2 Each peer evaluation of teaching will involve classroom observation (including in online courses) and may include a review of teaching materials such as syllabi, assignments, exams etc. Each completed peer evaluation shall be sent to the Department Chair (with a copy to the evaluated Member) and kept in the Department or College office. In addition to the roles of Peer Evaluations of Teaching specified in this Article, they shall inform the Chair's annual evaluations pursuant to Sections 11.2 through 11.2.2.

13.4.2.3.3 Peer evaluators will be NTE Members with continuing appointments or TET Members who have high merit scores (or above) for teaching on their Annual Evaluations for at least the past three years.

13.4.2.3.4 One peer evaluator will be chosen by the Member, and the second peer evaluator will be chosen by the Department Chair. Peer evaluators for a given academic year must be chosen no later than September 30, and one peer evaluation must be completed by the end of the Fall semester.

#### 13.4.3 Participants in Decisions of NTE Promotion.

13.4.3.1 All grants of promotion are made by the Wright State University Board of Trustees based on review and recommendations from the following committees and individuals.

1. The candidate's Department Chair, where applicable
2. A College Promotion Committee consisting of the Dean as a non-voting member and five voting members who will be elected by the college's Members who hold the rank of Lecturer or Clinical Instructor or above.
  - a. Three of the voting members must hold continuing appointments. A college that does not have sufficient appropriate Members to staff the committee may elect appropriate Members with continuing appointments from another college.
  - b. Two of the voting members will be Tenured TET Members with high merit scores (or above) for teaching on their Annual Evaluations for at least the past three years.
  - c. The voting members of the committee will elect a chair from among the voting members.
3. The candidate's Dean
4. The Provost

#### 13.4.4 Procedures for Granting NTE Promotion.

13.4.4.1 To initiate the Promotion Process, a faculty member must submit the Promotion Document to the Department Chair by the date specified in Appendix A. The Document becomes part of the candidate's Promotion File and may not be altered after the candidate has submitted it, without permission of the candidate and the Department Chair; also, after the candidate has been voted on by the College Promotion Committee, the Document may not be altered under

any circumstances. Once the promotion process has begun, only the candidate may terminate the process. To do so, the candidate must submit written notice of withdrawal to the Dean, who will then convey this information as appropriate.

13.4.4.2 By the date specified in Appendix A, the Department Chair will review the Promotion Document, add a letter recommending for or against the promotion to the Promotion File, give a copy of the letter to the candidate, and transmit the Promotion File to the Dean. If the Chair reviews or otherwise takes into account materials that are not part of the individual's Promotion File, the Chair will promptly make such materials available to the candidate. The recommendation of the Chair must be based on criteria in Section 13.7 and no other. The candidate will have ten (10) working days to add a rebuttal letter, if desired, to the File by submitting the rebuttal letter to the Dean; the actual deadline for the candidate to do so is specified in Appendix A.

13.4.4.3 By the date specified in Appendix A, the College Promotion Committee will review the candidate's File and make its written recommendation, adding this recommendation to the File. The recommendation must be based on criteria in 13.7 and no other. If the Committee reviews or otherwise takes into account materials that are not part of the individual's Promotion File, the chair of that committee will promptly make such materials available to the candidate.

13.4.4.5 By the date specified in Appendix A, the college Dean will inform the candidate in writing of the recommendation and vote of the College Promotion Committee, and will provide a copy of the College Committee's written recommendation to the candidate. The candidate will have ten (10) working days to add a rebuttal letter to the File, if desired, by submitting the rebuttal letter to the Dean; the actual deadline for the candidate to do so is specified in Appendix A.

13.4.4.6 By the date specified in Appendix A, the college Dean will review the File, add a letter recommending for or against the promotion to the File, give a copy of the letter to the candidate, and transmit the Promotion File to the Provost. The recommendation must be based on criteria in 13.7 and no other. The candidate will have ten (10) working days to add a rebuttal letter to the File, if desired, by submitting the rebuttal letter to the Provost; the actual deadline for the candidate to do so is specified in Appendix A.

13.4.4.7 By the date specified in Appendix A, the Provost will review the File, add a statement recommending for or against the promotion to the File, give the candidate a copy of the statement, and transmit the Promotion File to the University President for consideration and recommendation to the Board of Trustees. If the Provost disagrees with the Dean's recommendation, they will add a written explanation to the File and promptly send a copy to the candidate.

13.4.4.8 The Board of Trustees will announce all promotions as soon as feasible.

### 13.5 Appeal of NTE Promotion Decision.

13.5.1 A candidate may appeal the Provost's recommendation on the grounds that (a) an error in the described procedures materially affected the outcome, (b) the decision was not based upon the criteria in Section 13.7, or (c) the outcome was arbitrary, discriminatory or capricious. The candidate has at least five (5) working days after receiving a copy of the statement of the Provost (Section 13.4.4.7) to notify in writing both the University President and the AAUP-WSU Grievance Officer of their intent to file an appeal. The actual deadline in a given year is set forth in Appendix D (NTE). The appeal and all supporting documentation must be submitted to the University President and the AAUP-WSU Grievance Officer by the deadline set forth in Appendix A, which is at least fifteen (15) working days after the candidate receives a copy of the statement of the Provost.

13.5.2 Upon receiving a written notification of the intent to file an appeal from one or more Members, the AAUP-WSU and the University shall form a Promotion Appeals Committee consisting of three Members selected by the AAUP-WSU and three department chairs, assistant deans, or associate deans who are also faculty selected by the University. In addition, the AAUP-WSU and the University will each appoint two alternate members to the Committee. Each of the members, including the alternates, selected by the AAUP-WSU must be from different colleges. Likewise, each of the members, including the alternates, selected by the University must be from different colleges. The Committee will be formed within ten (10) working days after notice of intent to file an appeal is received (see Section 13.5.1). All meetings of the Appeals Committee will include exactly six voting members: three Members appointed by the AAUP-WSU and three faculty (department chairs, assistant or associate deans) appointed by the University. Any members of the Committee who have previously voted on or written a letter for the case under appeal, or are from the appellant's college, shall recuse themselves.

13.5.3 The Appeals Committee shall have Co-chairs. One Co-chair must be elected by the Faculty appointed by the AAUP-WSU, and one Co-chair must be elected by the faculty members appointed by the University. A single chair may be elected by both constituencies.

### 13.5.4 Procedures of the NTE Promotion Appeals Committee.

13.5.4.1 If at least three members of the Committee agree, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee's questions in writing.

13.5.4.2 Following the review of materials and testimony relevant to a given case, the Committee will determine if any of the criteria (a), (b), (c) listed in Section 13.5.1 appear to be substantiated. The Committee will then send to the University President a report stating its findings (as to whether or not any criteria listed in Section 13.5.1 appear to be substantiated), the basis for its findings, and its recommendations.

13.5.4.3 Recommendations of the Committee require a majority vote, but minority opinions must be represented in the final report if the minority so desires. All voting will be by secret ballot.

13.5.5 If the Committee is not able to reach a consensus, members of the Committee may write dissenting opinions, which shall be attached to the majority opinion. If the six-person Committee is divided three to three, then both groups will file a report. The Committee will make a good faith effort to issue its written report no later than thirty (30) working days after the appellant submits the appeal and all supporting documentation to the University President and the AAUP-WSU Grievance Officer. The Committee will send its report to the University President, with copies to the appellant and AAUP-WSU.

13.5.6 Upon receiving the Committee's report, the candidate has five working days to submit a letter of appeal to the University President.

13.5.7 Within twenty (20) working days after receiving the recommendations from the Provost and from the Appeals Committee, the President will notify the candidate in writing, with a copy to AAUP-WSU, that (a) the recommendation of the Provost is being upheld, (b) the Provost's recommendation is being overturned, and the case being presented to the Board of Trustees for approval, or (c) that the case is being remanded in a specified way for further consideration.

13.5.8 If the Board of Trustees approves a promotion based in whole or in part on a Promotion Appeals Committee recommendation, the promotion shall be made retroactive to the normal promotion date for candidates from that department.

### 13.6 NTE Promotion Grievances.

13.6.1 A promotion case not resolved by appeal (Section 13.5), may be grieved and go directly to arbitration if the AAUP-WSU concurs with the candidate that (a) an error in the described procedures materially affected the outcome, (b) the decision was not based upon the criteria in Section 13.7, or (c) the outcome was arbitrary, discriminatory or capricious. If the AAUP-WSU submits a promotion case to arbitration, it must do so within thirty (30) days of receiving notice of the Board of Trustees' decision. The arbitrator will be selected by the procedure specified in Section 16.6.2.

13.6.2 The arbitrator shall first determine whether grounds for appeal (as outlined in Section 13.6.1) have been shown to exist by a preponderance of the evidence. If not, the grievance must be denied. But if yes, the arbitrator shall state with particularity the acts or omissions of the University which created the grounds for appeal, and shall direct the University to re-run the promotion process with respect to that particular member.

13.6.2.1 The arbitrator does not have authority to award promotion to a Member.

13.6.3 A promotion case may be sent to arbitration no more than once every three years.



13.7 The successful candidate for promotion must demonstrate sustained outstanding performance in both teaching and in service for a minimum of six years as described, below, in Sections 13.7.1 through 13.7.2.1.

13.7.1 Sustained Outstanding Performance in Teaching for NTE Promotion.

- Overwhelmingly positive student evaluations
- Excellent peer evaluations of teaching completed pursuant to Section 13.4.2.3
- Satisfies all **essential** teaching related behaviors set forth in Section 11.6.1.2.
- Has at least 15 **positive** teaching-related activities from the list in Section 13.4.1.1 3(c) on behalf of students or the department. Each annual positive teaching-related activity counts toward the total.

13.7.2 Sustained Outstanding Performance in Service for NTE Promotion.

13.7.2.1 Sustained outstanding performance involves engaging in significant service as defined in Section 11.6.2.2 over a minimum of a six-year period and engaging in leadership in teaching or service. Scholarship related to the practice of teaching may also count toward demonstrating leadership. Leadership can be demonstrated by (1) **major initiatives** with substantial and ongoing impact, (2) a number of **significant leadership contributions that form a pattern of continuing engagement**, or (3) an equivalent combination of the two. One item from the **major initiatives** list might in itself be sufficient to confirm the individual's leadership or might only be sufficient if combined with two to four of the items from the **significant leadership contributions** list. Similarly, all items on the lists will not be of equal value. Some factors that might impact the value are:

- The impact of the effort expended,
- The relative prestige (of awards, publications, etc.), or
- The differing levels of responsibility.

The candidate's combined activity and achievement must be of high quality, must exceed routinely assigned teaching and service, and must include demonstrated leadership.

1. **Major initiatives** with substantial and ongoing impact include the following types of activities or the equivalent:
  - a. Developing and sustaining a study abroad experience for students,
  - b. Obtaining substantial internal or external funding or grant monies,
  - c. Spearheading a major university project,
  - d. Coordinating a major campus event involving several units within the university and continuing for multiple years,
  - e. Advising a significant organization or student activity that results in regional and/or national recognition,

- f. Developing and editing a professional periodical,
  - g. Writing and publishing a text book or ancillary materials adopted by multiple universities;
  - h. Writing and publishing a scholarly book, article or discipline specific publication.
2. **Significant leadership contributions** should include a variety of the following types of activities or the equivalent:
- a. Developing a new course;
  - b. Developing internships or service learning courses, projects and partnerships;
  - c. Advising an Honors project;
  - d. Obtaining moderate internal or external funding or grant monies;
  - e. Providing formal and substantial faculty mentoring;
  - f. Promoting student success through documented initiation of innovative strategies or a superior commitment to student advising;
  - g. Receiving a university honor or recognition;
  - h. Directing/coordinating a college or department program;
  - i. Effectively chairing an active college or university committee;
  - j. Actively serving on a college or university committee that is highly active and productive;
  - k. Coordinating a college, campus or community event or a policy or process change within the college;
  - l. Promoting alumni relations or engaging in fundraising
  - m. Exercising leadership that draws on professional expertise outside the university
  - n. Receiving a community honor or recognition;
  - o. Holding an office in a professional or community organization;
  - p. Effectively chairing a major government or community board;
  - q. Effectively serving on a major government or community board that is highly active and productive;
  - r. Providing professional consultation to community groups, government agencies or businesses;
  - s. Presenting a competitively selected scholarly paper or serving as a reviewer in the competitive selection of scholarly work;
  - t. Guest editing a professional journal.

### ***Section on Promotion and Tenure for Tenure Eligible (TET) Appointments***

13.8 Promotion and tenure are milestones in the continual process of faculty development. Members have the responsibility to help in the development of their colleagues. The University and AAUP-WSU affirm that faculty promotion and tenure are indispensable for the proper

functioning of the University. Tenure promotes the retention of talented permanent faculty, secures faculty autonomy and forms a basis for the development of an intellectual community. Above all, tenure protects the academic freedom of faculty to conduct their teaching and research without constraint by interests both inside and outside the University or economic pressures.

### 13.9 Definitions – TET.

13.9.1 Promotion is the advancement in professorial rank according to each department's bylaws

13.9.2 Tenure is a commitment by the University to provide continuous appointments which can be terminated only by resignation, retirement, removal for cause (Article 15), or retrenchment (Article 17).

13.9.3 A Probationary Period consists of the time during which an untenured Member is eligible to work toward tenure.

13.9.4 Matrix Members are those Members who may be eligible for continuances in the Boonshoft School of Medicine. Likewise, a matrix department is one in which a majority of the Members covered by this agreement may be eligible for continuances in the Boonshoft School of Medicine.

13.9.5 The Promotion and Tenure Document consists of the items specified in Sections 13.17 that the candidate seeking promotion and/or tenure submits to the Department Chair.

13.9.6 The Promotion and Tenure File consists of the Promotion and Tenure Document and additional items specified in Section 13.19 and its subsections.

### 13.10 TET Promotion and Tenure Records.

13.10.1 The University shall maintain in Department or College offices the following items for each Member:

- the original letter of appointment as a Member (Section 13.11) and any attachments, addenda, and superseding letters;
- a copy of the departmental criteria for promotion and tenure applicable at the time of appointment (Section 13.11.1);
- a signed copy of any written agreements about changes to the probationary period pursuant to Sections 13.12.2 and subsections;
- annual evaluations by the Department Chair (Section 11.2) and any written rebuttals to the annual evaluation (Section 11.7.6);
- peer evaluations of teaching (Sections 10.4.4.1 and 11.8.1);
- annual statements summarizing cumulative progress toward tenure from the Department Chair and from the Department Promotion & Tenure Committee; statements

summarizing cumulative progress toward promotion from the Department Promotion & Tenure Committee (Section 13.14);

- reviews and/or responses to these statements summarizing cumulative progress toward tenure or promotion from the College Promotion & Tenure Committee, Dean, University Promotion & Tenure Committee, and Provost;
- Student Evaluation of Instruction forms or transcribed comments and all quantitative reports received by the Department Chair during at least the past seven years (Article 12).

13.10.2 The University shall maintain copies of all Promotion and Tenure Files submitted by Deans to the University Promotion & Tenure Committee.

13.11 Letters of Appointment for TET Members.

13.11.1 At the time of initial appointment, a Member beginning a period of probationary tenure-track service shall be provided with a written statement outlining for the Member:

- initial teaching responsibilities;
- any special equipment or other special resources (including initial access to lab space) necessary for the Member's research to be provided by the University;
- reporting structure;
- applicable departmental criteria for promotion and tenure;
- maximum length of the probationary period.

These items must be incorporated into the letter of appointment or attached to it. In addition, the letter of appointment must state that, on accepting the offer and beginning employment as a tenure track faculty member, the candidate will be covered by this collective bargaining agreement. If the Member is to begin employment between January 1 and the end of the Spring Semester, the letter must include an explanation pursuant to Section 11.10.5. A copy of the collective bargaining agreement (CBA) and department bylaws will be provided with the letter of appointment or alternatively the letter will contain a web address with a link to the current CBA and department bylaws. AAUP-WSU will be provided with copies of all letters of appointment.

13.12 Probationary Periods for TET Members.

13.12.1 The maximum duration of the probationary period, as set forth in the letter of appointment of each Member, shall be no more than two years for Professors, three years for Associate Professors, and six years for Assistant Professors.

13.12.2 Any tenure-track Assistant Professor who leaves the University before the end of the probationary period and then is rehired by the University as a Member will normally have a probationary period equal to six years minus the number of full years they were previously employed on a tenure-track at the University. If the individual's absence from Wright State was for three full years or longer, then the probationary period will be at least three years. If during

their absence from Wright State the individual obtains a terminal degree in a new field, then the restrictions to the probationary period pursuant to Section 13.12.2 will not apply.

13.12.3 If a Member begins employment January 1 or later, the partial academic or fiscal year shall not count as part of the probationary period.

13.12.4 Members may be granted, upon request, a one-year extension of the probationary period because of any of the following:

- the birth of a child or adoption of a child under age six;
- the need to devote substantial time to the care of a seriously ill or injured person (see Section 13.12.4.1);
- serious illness or injury of the untenured Member (see Sections 13.12.4.1 and 13.12.4.2);
- active military service as a member of the National Guard or Reserves for a period of time exceeding four months (see Section 13.12.4.3);
- an unpaid leave of at least one semester duration, including FMLA leave, that has been granted by the University, unless the leave is for a visiting professorship at another university;
- other reasons for which there is a signed agreement between the University and the AAUP-WSU.

13.12.4.1 With a request for extension of the probationary period related to serious illness or injury, the Member should submit a letter from an appropriate licensed medical or mental health professional concerning the illness or injury.

13.12.4.2 The University has the right to require a second opinion to confirm the diagnosis and the potential limitations it places on the Member. If the University requires a second opinion, it will be at the expense of the University.

13.12.4.3 The University (with notice to the AAUP-WSU) will determine the number of one-year extensions granted for military service. A Member must submit a written request to the Office of the Provost, with a copy to the AAUP-WSU, including proof of military service, within 60 calendar days after returning to work at the University.

13.12.4.4 An extension of the probationary period may be granted only if one of the following conditions is met:

- The Member has not yet begun the third year of the probationary period.
- The Member has not yet begun the fifth year of the probationary period, and the Member's statements summarizing progress toward tenure (Section 13.14.1) confirm that their accomplishments in teaching, scholarship, and service were progressing appropriately toward meeting the criteria for tenure.

- The Member’s statements summarizing progress toward tenure (Section 13.14.1) confirm that (1) their accomplishments in teaching and service meet the bylaws-specified criteria for tenure, and (2) the Member has completed at least 50% of the scholarship required by the bylaws (publications accepted, grants funded, and the equivalent).

13.12.4.5 A request to extend the probationary period must be made at least five months before the Promotion and Tenure Document submission deadline (Section 13.20.4) specified in Appendix B in the final year of the probationary period [for example, must be made by April 7, 2024 by Members for whom 2024-2025 is the final year of the probationary period]; it must be made in writing to the Dean, with a copy to the AAUP-WSU. If the request is made after the Member has begun the third year of the probationary period, the Dean will seek recommendations regarding progress toward tenure from the Department Chair and Department Promotion & Tenure Committee. In all cases, the Dean will consult with the Provost, determine whether to grant an extension of the probationary period, and notify the Member in writing within thirty (30) working days after receiving the request. However, when a request is received after May 1 of any year and the majority of the Department Promotion & Tenure Committee’s members are on academic appointments, the Dean’s notification will be no later than October 1.

13.12.4.6 Under exceptional circumstances, a Member may be granted a second one-year extension for any of the reasons specified in Section 13.12.2. The University and AAUP-WSU will jointly determine whether to grant a second one-year extension.

13.13 Termination of an Untenured TET Member.

13.13.1 An untenured Member who

- fails to obtain tenure during the probationary period; or
- fails to complete, within one year of the initial appointment date, any degree specified as required in the appointment letter

will be terminated after one additional year of service, during which the Member will not be considered for tenure. Moreover, the completion of any degree will not reverse the termination.

13.13.1.1 A Member who is terminated pursuant to Section 13.13.1 may not be rehired in a tenure-eligible faculty position.

13.13.2 An untenured Member may be terminated because of

- deficient performance in teaching, scholarship or service (Section 13.13.3);
- offenses defined in Section 15.3; or
- retrenchment (Article 17).

13.13.3 The Dean may terminate an untenured Member for deficient performance in teaching, scholarship or service. Before deciding to do so, the Dean must consult with the Department Promotion & Tenure Committee. The Committee will have the opportunity to meet, to discuss the case, and to make recommendations to the Dean before the Dean makes any decision regarding termination for deficient performance.

13.13.3.1 If the Dean does terminate an untenured Member for deficient performance, the Dean will notify the Member in writing, with a copy to AAUP-WSU.

13.13.3.2 If the written notice of the termination for deficient performance is made by February 1 of the probationary period's first year, no further requirements apply. Otherwise, the termination for deficient performance can occur only if (1) such deficient performance was specified in a written evaluation, (2) at least two academic semesters were given to address any deficiency, and (3) any deficient performance continued; and, the written notice shall be made at least one semester in advance of termination of employment.

13.13.4 Untenured Members can also be terminated pursuant to Article 15.

13.13.4.1 A Member who has been charged with one or more offenses defined in Section 15.3 shall not receive tenure before the process prescribed by Article 15 (including external arbitration pursuant to Section 15.15 if applicable) has run to completion. If a Member is exonerated and the charges delayed their grant of tenure, the tenure (and promotion, if applicable) shall be made retroactive to the date it would otherwise have taken effect. If the Member is not exonerated, tenure will be denied and the Member terminated pursuant to Article 15.

#### 13.14 Reports on Progress Toward Tenure and TET Promotion.

13.14.1 Except during the first year of the probationary period, all untenured Members shall receive annual written statements summarizing their cumulative progress toward obtaining tenure from their Department Chair, Department Promotion & Tenure Committee, College Promotion & Tenure Committee, College Dean, University Promotion & Tenure Committee, and Provost (Section 11.8.2).

13.14.1.2 During the first year of the probationary period, all untenured Members shall receive a written review of their teaching from their Department Chair, based on peer review of teaching, student evaluation of instruction, and Chair teaching observation or other department records, which shall be provided to the Member.

13.14.2 Reviews of tenured Members are performed in accordance with Article 11. The Department Promotion & Tenure Committee shall provide any tenured Member a statement summarizing the individual Member's progress toward promotion provided the Member requests it in writing by the first day of classes of the Spring Semester; such a request must be sent to the Chair of the Department Promotion & Tenure Committee with a copy to the Department Chair.

13.14.3 Statements made pursuant to Sections 13.14.1 and 13.14.2 should be completed and made available to Members at least one month before the annual deadline for initiating the Promotion and Tenure process specified in Appendix B.

13.15 Criteria for Tenure and for TET Promotion.

13.15.1 Criteria that a Member must meet to be tenured and to be promoted are specified in every department's bylaws, which criteria shall be reviewed at least once every five years and updated if deemed necessary by the department, Chair or Dean.

13.15.1.1 Department bylaws may specify more than one set of criteria to accommodate differences in academic specialties or assignments of Members in the department.

13.15.1.2 Each department's criteria shall address the standards of acceptable performance in teaching, scholarship and service, and the methods for evaluating teaching, scholarship and service. Teaching, scholarship and service criteria may not be less than, but may be greater than, minimum standards of acceptable performance outlined in this Agreement.

13.15.1.3 Departmental criteria and procedures should specify the extent to which previous work shall be credited to the Member. Previous work refers to publications or other academic work in teaching, scholarship or service which was substantially completed prior to tenure-track appointment at Wright State.

13.15.1.4 Every candidate for promotion and/or tenure must be evaluated according to the criteria in departmental bylaws and no other. That is, Department Promotion & Tenure Committees, Department Chairs, College Promotion & Tenure Committees, Deans, the University Promotion & Tenure Committee, the Provost, the University President, and the Board of Trustees cannot impose their own criteria. Moreover, the criteria in departmental bylaws must be taken as necessary and sufficient. That is, if a candidate meets the criteria established in bylaws, then they do merit promotion and/or tenure, and the recommendations of all committees and individuals must be written (and the final decision of the Board of Trustees must be made) accordingly. No bylaws criterion can be ignored or dismissed, and no additional criteria can be imposed at any point in the Promotion and Tenure process.

13.15.1.5 Quantitative requirements in bylaws assume that the Member's accomplishments are of high quality, consistent with customary standards throughout the college. Unless otherwise specified, publications must be scholarly, peer reviewed, and in legitimate journals or books; grants must be external and competitive; committee service must be active and engaged; and so forth.

13.15.1.6 "Vanity press" books and articles published in "predatory" journals may not be used to satisfy requirements for tenure or promotion. Predatory journals typically charge a publication fee, span numerous disciplines without any recognized focus, and have no clear connection with recognized professional associations. Publication fees, agreements that authors will be



responsible for a minimum number of sales, and lack of connection to a university or recognized academic publisher are possible indicators of a vanity press.

13.15.1.7 When a qualitative judgment about the quality of a candidate's work, pursuant to Sections 13.15.1.5 or 13.15.1.6, factors into a recommendation to deny promotion and/or tenure, the Participant (whether Committee or individual) making the recommendation is obligated to clearly and specifically explain the judgment that was made and the evidence that supports it.

13.15.2 An untenured Member seeking tenure or promotion and tenure may choose to be considered according to criteria specified in any version of the Member's Departmental bylaws that were in effect during the probationary period or specified in the letter of appointment.

13.15.3 A tenured Member seeking promotion may choose to be considered according to criteria specified in any version of the Member's Departmental bylaws that were in effect during any time within six years before the date on which the requested promotion would be effective.

13.15.4 Department promotion and tenure criteria and procedures may be amended in accordance with changes to the bylaws in Article 10.

13.15.5 All Members in a department shall be notified, either in writing or electronically, when departmental promotion and tenure criteria or procedures are changed.

13.15.6 Tenured Members may choose to be considered for promotion in any year.

13.15.7 Untenured Members may choose to be considered for promotion and tenure (or tenure only) in any year during their probationary period.

13.15.8 Bylaws criteria that state or clearly imply the need to demonstrate a pattern of performance over time (such as teaching effectiveness, service participation or leadership, research recognition, and so forth) require a minimum of two years to be met. Thus, a Member who demonstrates the required pattern of performance over two academic years may initiate the promotion process by the deadline specified in Appendix B of the second of those years for consideration during the following academic year. Unless otherwise directed in the Bylaws, well-documented performance as a professorial faculty member at another university may be used to demonstrate that such patterns have been achieved.

13.15.9 Tenure shall be granted to those Assistant Professors who are promoted to the rank of Associate Professor.

### 13.16 Participants in the TET Promotion and Tenure Process.

All grants of tenure or promotion are made by the Wright State University Board of Trustees based on review and recommendations from the committees and individuals named in Sections 13.16.1 through 13.16.7, below.

If a participant is involved in more than one committee or step of the promotion process, they shall have no more than one vote or recommendation on a candidate's promotion and/or tenure. The vote that will count will be the highest level of participation in the process (e.g., if a Member serves on both the Department and University Committee, it is the University Committee vote that would be considered). Ineligibility to vote shall not be considered the same as abstention.

#### 13.16.1 A Department Promotion & Tenure Committee

Only tenured Members may serve on department promotion and tenure committees. The Committee composition and voting rights of department faculty are specified in departmental bylaws. The Committee shall be composed of at least three (3) voting members. The provisions in this Section and in Section 13.16.2 do not apply to Lake Campus, which does not have a department level. Boonshoft School of Medicine faculty members may serve on a matrix department's promotion and tenure committee, if permitted by the department's bylaws.

#### 13.16.2 The Department Chair

#### 13.16.3 A College Promotion & Tenure Committee

This Committee shall be composed of at least five tenured faculty members, at the rank of Associate Professor or above, who are chosen according to procedures developed by the college. College bylaws specify the selection and composition of the committee and its operational rules and procedures, including selection of the Committee Chair.

##### 13.16.3.1 The Boonshoft School of Medicine Faculty Promotion and Advancement Committee for Matrix Faculty

This Committee shall make a recommendation for a Member only if the Member is a matrix Member having a primary appointment in a matrix Department.

#### 13.16.4 The Dean

##### 13.16.4.1 The Boonshoft School of Medicine Dean for Matrix Faculty

This individual shall make a recommendation for a Member only if the Member is a matrix Member having a primary appointment in a matrix Department.

#### 13.16.5 The University Promotion & Tenure Committee

13.16.5.1 This Committee shall consist of one Professor elected during the Spring Semester by each of the following units: College of Health, Education and Human Services; College of Engineering and Computer Science; College of Liberal Arts; College of Science and Mathematics; Lake Campus; Raj Soin College of Business, and Boonshoft School of Medicine

13.16.5.2 All elected Professors must be tenured Members, except those representing the Boonshoft School of Medicine.

13.16.5.3 Faculty who hold administrative positions of assistant dean or higher are not eligible for election to the University Promotion & Tenure Committee.

13.16.5.4 An academic unit which does not have a Professor eligible for election may elect a Professor from another academic unit.

13.16.5.5 The faculty member from the Boonshoft School of Medicine is eligible to vote only on tenure cases involving matrix Members having primary appointments in matrix departments.

13.16.5.6 A simple majority is required of all eligible Committee members who are present and voting on all tenure and/or promotion cases.

13.16.5.7 Only members of the University Promotion & Tenure Committee may attend University Promotion & Tenure Committee Meetings except as noted below. The University Promotion & Tenure Committee will be staffed by two tenured faculty members: one selected by the Provost and one selected by AAUP-WSU. These professors chosen to staff the Committee will attend the Committee meetings and both will share the clerical duties of counting votes and both will be available, as needed, to interpret this Agreement and respond to questions concerning this Agreement.

13.16.6 The Provost

13.16.7 The University President

### 13.17 The TET Promotion and Tenure Document.

The candidate's Promotion and Tenure Document (Section 13.17), as submitted by the candidate on or before the deadline specified in Appendix B, may not be altered without permission of the candidate and the Department Chair. The Document cannot be altered after it has been voted on by the College Promotion & Tenure Committee. The Document becomes part of the tenure and promotion file to which the candidate may add only letters of rebuttal and/or evidence to support the letter(s) of rebuttal. A rebuttal letter and supporting evidence may confirm publication of an item listed in the curriculum vitae as under review, but it cannot admit previously unlisted works into the Member's record of scholarship. The Document shall contain the items listed below, and the candidate will arrange these items in the order listed (e.g., candidate review statement first, applicable promotion and tenure criteria second, etc.).

- the candidate review statement, which shall include a list of appended items, if any (Appendix B).
- applicable department promotion and tenure criteria.
- written notification from the Dean (Section 13.12.4.5) of any approved extension(s) of the probationary period.
- reports on peer evaluation of teaching (Section 10.4.4.1).

- the annual statements indicating the candidate's progress toward tenure received during the probationary period (Section 13.14).
- evidence of teaching effectiveness. Untenured Members who are applying for tenure or for promotion must include a summary of all qualitative student evaluations of teaching pursuant to Article 12 of this Agreement. If a Member provides comments from narrative teaching evaluations, they may not do so selectively, but must include all comments from courses selected as evidence of teaching effectiveness.
- the candidate's curriculum vitae, which must include a description of the candidate's teaching, scholarship, and service. See Appendix B for suggested content and format of the curriculum vitae.

The evidence of teaching effectiveness and curriculum vitae (Section 13.10) may, together, total no more than thirty-five pages. Promotion and tenure documents provided by successful candidates are frequently much shorter than thirty-five pages.

13.17.1 Appropriate additional items may be appended to the Document, and the Member must insert a list of all such Appendix items at the end of their Candidate Review Statement. These items are normally not transmitted beyond the level of the Department Committee, but the Department Chair will make them available to all members of the process who request them.

13.18 Requirements for publications whether already published, in press, or under review.

13.18.1 Along with the Promotion and Tenure Document, the Member must submit to the Department Chair complete copies of all publications (paper or electronic, including books, book chapters, journal articles, and the like) listed in the curriculum vitae (CV), whether already published, in press, or under review. However, publications used to document a successful promotion or tenure application in the past need not be submitted unless specifically requested by the Department Chair, the Dean, or the chair of a promotion and tenure committee. The Department Chair will make these materials available to all members of the Department Promotion & Tenure Committee, and the Dean will make these materials available to all members of the College Promotion & Tenure Committee. These copies of the Member's scholarly work are normally not transmitted beyond the level of the College Committee, but the Dean will make them available to all members of the process who request to see them.

13.18.2 On the CV, each publication that is listed must include all authors, full title, publisher or journal, and, if known, volume, inclusive pages, and date of publication. When there are multiple authors and one is the primary author, that name should be clearly so identified. Citations of articles and papers should indicate whether the work was refereed (R) or not refereed (N). Items which have not yet been published but have been accepted for publication without revision shall be listed on the CV as "in press."

13.18.3 A candidate's academic paper, book or similar work which has been accepted for publication but is not yet published shall be credited to the Member if the Member supplies

adequate documentation confirming that the work is definitely scheduled for publication without further revision.

13.18.4 A publication may not be considered unless: (a) it is reported on the Member's curriculum vitae and the Member submits a complete copy of the publication to the Department Chair by the deadline specified in Appendix B, (b) the venue (e.g., journal for articles; publisher for books) is as specified on the CV in the Promotion and Tenure Document as submitted by the deadline specified in Appendix B; and (c) confirmation that it has been accepted for publication without revision is received before the University Promotion & Tenure Committee meets.

13.18.5 Manuscripts which have been submitted and are currently under review may be listed. Each listing must include the date(s) of submission, the name of the journal or publisher submitted to, and any review of the work which has been completed.

13.18.6 Requirements for scholarly works other than publications (e.g., those in the fine and performing arts) are substantially the same as those specified for publications in Sections 13.18.1 through 13.18.5.

#### 13.19 The TET Promotion and Tenure File.

The Promotion and Tenure File initially consists of the Promotion and Tenure Document and the form shown in Appendix B used to record votes and recommendations. The file will eventually also contain rebuttal materials (if any) added by the candidate and items specified below. At any time throughout the process and after its completion, the candidate has the right to access and obtain copies of the Promotion and Tenure File.

- letters of evaluation by external or internal reviewers, copies of letters soliciting the reviews and brief statements of the reviewers' qualifications.
- a record of the Department Committee's vote and recommendation
- the statement and recommendation of the Department Chair.
- a record of the College Committee's vote and recommendation
- the statement and recommendation of the Dean
- the record of the vote and recommendation of the University Promotion & Tenure Committee and any statements as required in Section 13.20.11.1.
- the statement and final recommendation of the Provost

13.19.1 If any of the participants in the Promotion and Tenure process review materials that are not part of the individual's promotion and tenure file, that individual or the chair of that Committee shall promptly make such materials available to the candidate and will add the materials, along with a cover statement identifying the source, to the end of the promotion and tenure file.

13.20 Procedures for Granting TET Promotion and Tenure.

13.20.1 The deadlines for completion of promotion and tenure documents and files are set forth in Appendix B.

13.20.2 The process for granting promotion and/or tenure to a Member must be initiated by the candidate at the departmental level, except as provided for in Section 13.15.8. However, a Promotion & Tenure Committee may, at any time, recommend that an individual initiate the process. To initiate the Promotion and Tenure Process, a Member must submit a written request to the Department Chair, with a copy to the Department Promotion & Tenure Committee, by the deadline specified in Appendix B.

13.20.2.1 If missing the aforementioned deadline would prevent a Member from being considered in the final year of their probationary period, then the Member will be allowed to go forward. If successful in obtaining promotion and tenure, however, the Member's promotion raise (pursuant to Section 23.3) plus any promotion-based raise (pursuant to Article 24) will be delayed for one year but included in the base salary used to calculate any raise for the following year.

13.20.2.2 Once the promotion and/or tenure process has begun, only the candidate may terminate the process. To do so, the candidate must submit written notice of withdrawal to the Department Chair, who will then convey this information to the Dean and the Provost, as appropriate. Upon receiving written notice to terminate the process, the University will return the file to the candidate. Candidates are encouraged to retain their withdrawn file and any related correspondence.

13.20.3 By the deadline specified in Appendix B, the candidate must submit suggested names of external reviewers to the chair of the Department Promotion & Tenure Committee.

13.20.3.1 By the deadline specified in Appendix B, the candidate must submit materials to be sent to the outside reviewers.

13.20.3.2 The candidate and the Department Promotion & Tenure Committee shall agree on a list of individuals from whom letters of evaluation will be solicited, and the Committee is responsible for soliciting the evaluations from that list by sending out request letters no later than the deadline specified in Appendix B. All letters sent by the Committee to solicit external reviews shall be given to the candidate when they are written, and they will subsequently be added to the promotion and tenure file. The letters used to solicit these external reviews shall be consistent with the applicable bylaws. At least three letters of evaluation from peers external to the University who can review the case in an unbiased manner (no co-authors, thesis advisors, or other persons who might have a conflict of interest) must be solicited for all promotion and/or tenure decisions. All letters received from external reviewers shall be included in the file. The external evaluators should be experts in the field of the candidate, and, if they are faculty members at academic institutions, they should hold at least the rank to which the candidate

aspires or its equivalent. These letters should evaluate the candidate's scholarly activities. They should not be testimonial in character, and they should not relate to promotion and tenure at the writers' institutions.

13.20.3.3 Departmental bylaws may specify which materials will be provided to external reviewers. Departmental bylaws may alternatively specify a process by which the material provided to external reviewers will be decided upon. Otherwise, external reviewers will be provided with a copy of each item of scholarship listed on the CV since the candidate's last promotion as published or in press (Section 13.18.2), at a minimum, plus other items from the CV agreed to by both the candidate and the Department Promotion & Tenure Committee.

13.20.4 By the deadline specified in Appendix B, the candidate must submit to the Department Chair the complete Promotion and Tenure Document (Section 13.17) and all materials described in Section 13.18 and its subsections.

13.20.5 The Department Promotion & Tenure Committee evaluates each candidate using the applicable departmental criteria for that candidate.

13.20.5.1 The vote and recommendations of the Department Promotion & Tenure Committee shall be communicated in a statement written by the chair of the Promotion and Tenure committee, in consultation with the other voting members of the Committee.

13.20.5.2 The Committee's statement shall reflect the Committee's vote and explain the reasoning for its conclusions. This statement must either (1) be consistent with the Committee's reports on progress toward tenure and promotion (Section 13.14) or (2) explain the reasoning for any inconsistencies.

13.20.5.3 Evaluation of the candidate's teaching effectiveness based in part on peer evaluation by Members shall be considered at each level of evaluation of the promotion and/or tenure process (Section 11.8.1).

13.20.5.4 If a candidate who has reported on the CV works of printed scholarship that are under review (or grant proposals that are under review) receives a negative vote from the Department Committee, then (1) the Committee's statement shall indicate the extent to which each pending item meets bylaws criteria and/or (2) the Committee shall cast and report a contingent vote(s) that would determine its recommendation had the item(s) under review been accepted for publication without revision (or the pending grant proposal been funded) before the Department Committee's vote.

13.20.5.5 The Department Promotion & Tenure Committee chair shall promptly inform the Department Chair and the candidate of the Committee's vote.

13.20.6 The Department Chair evaluates each candidate using the applicable departmental criteria for that candidate and communicates their recommendations to the candidate in a written statement.

13.20.6.1 The Department Chair shall promptly notify the candidate when the statements from the Department Promotion & Tenure Committee and the Chair have been added to the file. The actual deadline in a given year is set forth in Appendix B.

13.20.7 Upon receiving the Department Chair's notification (Section 13.20.6.1), the candidate has at least ten working days to submit a letter of rebuttal and supporting evidence to the file. The actual deadline in a given year is set forth in Appendix B. In a rebuttal letter, the candidate may (1) challenge assertions or conclusions in the file and/or (2) report the acceptance or publication of a work of printed scholarship and/or the awarding of a grant. The rebuttal letter(s) and supporting evidence will be added to the candidate's promotion and tenure file and will be given full consideration at all subsequent stages of the promotion and tenure process. At each stage, a rebuttal letter and supporting evidence may not exceed fifteen pages, although it may reference additional items with instructions as to where and how they may be inspected.

13.20.7.1 By the deadline specified in Appendix B, the Department Chair will transmit the file to the Dean.

13.20.8 The College Promotion & Tenure Committee evaluates each candidate using the applicable departmental criteria for that candidate and communicates its vote and recommendations to the candidate in a written statement.

13.20.8.1 The College Promotion & Tenure Committee chair shall promptly inform the Dean and the candidate of the Committee's vote.

13.20.9 The Dean evaluates each candidate using the applicable departmental criteria for that candidate and communicates their recommendation to the candidate in a written statement.

13.20.9.1 The Dean shall promptly notify the candidate when the statements from the College Promotion & Tenure Committee and the Dean have been added to the file and shall make the file available to the candidate. The actual deadline in a given year is set forth in Appendix B.

13.20.10 Upon receiving the Dean's notification (Section 13.20.9.1), the candidate may submit a letter of rebuttal and supporting evidence to the file as described in Section 13.20.7. The actual deadline in a given year is set forth in Appendix B.

13.20.10.1 By the deadline specified in Appendix B, the Dean will transmit the file to the Provost. The Dean will ensure that the file is arranged in the following order:

1. The "Record of Promotion and Tenure Votes and Recommendations"; see Appendix C (TET).
2. The statement of the Dean (Section 13.20.9)
3. The statement of the College Promotion & Tenure Committee (Section 13.20.8)
4. The rebuttal, if any, provided by the candidate pursuant to Section 13.20.10
5. The statement of the Department Chair (Section 13.20.6)



6. The statement of the Department Promotion & Tenure Committee (Section 13.20.5.1)
7. The rebuttal, if any, provided by the candidate pursuant to Section 13.20.7
8. The candidate's Promotion and Tenure Document (Section 13.17)
9. The letters of evaluation by external or internal reviewers, copies of letters soliciting the reviews and brief statements of the reviewers' qualifications (Section 13.19)
10. Materials introduced pursuant to Section 13.19.

13.20.11 The University Promotion & Tenure Committee evaluates candidates using the applicable departmental criteria for that candidate and communicates their recommendations to the candidate in a written statement.

13.20.11.1 If the University Committee makes a recommendation that differs from that of the Department Committee, the Chair, the College Committee or the Dean, the University Committee will add a statement to the file explaining their decision. A recommendation that is contrary to both the Department and the College Committees shall be regarded as an extraordinary event, and the University Committee will include in the file a clear explanation for this extraordinary decision.

13.20.11.2 The Provost evaluates candidates using applicable departmental criteria for that candidate and communicates their recommendation to the candidate in a written statement

13.20.11.3 The Provost shall promptly notify the candidate, in writing, of the decision and vote of the University Promotion & Tenure Committee and of their own recommendation and decision and shall make the file available to the candidate. This file will include a record of the vote and any statements as required in Section 13.20.11.1. The actual deadline in a given year is set forth in Appendix B.

13.20.11.4 Upon receiving the Provost's notification (Section 13.20.11.3), the candidate may appeal the decisions as set forth in 13.21.

13.20.12 The Provost shall forward all recommendations of the University Promotion & Tenure Committee and their own recommendation to the University President for consideration and recommendation to the Board of Trustees. The Board of Trustees will review and announce all approved promotions and all grants of tenure as soon as feasible.

### 13.21 TET Promotion and Tenure Appeals.

13.21.1 A candidate may appeal a University Promotion & Tenure Committee or Provost recommendation on the grounds that (a) an error in the described procedures materially affected the outcome, (b) the decision was not based upon the applicable criteria included in the Promotion and Tenure File, or (c) the outcome was arbitrary, discriminatory or capricious. The candidate has at least five (5) days after receiving written notification (Section 13.20.11.3) of the decision and vote of the University Promotion & Tenure Committee and the Provost to notify in writing both the Provost and the AAUP-WSU Grievance Officer of their intent to file an appeal.

The actual deadline in a given year is set forth in Appendix B. The appeal and all supporting documentation must be submitted to the President and the AAUP-WSU Grievance Officer by the deadline set forth in Appendix B, which is at least fifteen (15) working days after the candidate receives written notification of the decision and vote of the University Promotion & Tenure Committee and that of the Provost.

13.21.2 Upon receiving a written notification of the intent to file an appeal from one or more Members, the AAUP-WSU and the University shall form a Promotion & Tenure Appeals Committee consisting of three tenured Members selected by the AAUP-WSU and three department chairs, assistant deans, or associate deans selected by the University. In addition, the AAUP-WSU and the University will each appoint two alternate members to the Committee. Each of the members, including the alternates, selected by the AAUP-WSU must be from different colleges. Likewise, each of the members, including the alternates, selected by the University must be from different colleges. The Committee will be formed within ten (10) working days after notice of intent to file an appeal is received (see Section 13.21.1). All meetings of the Promotion & Tenure Appeals Committee will include exactly six voting members: three Members appointed by the AAUP-WSU and three faculty (department chairs, assistant or associate deans) appointed by the University. Any members of the Committee who have previously voted on or written a letter for the case under appeal or are from the appellant's college shall recuse themselves.

13.21.3 The Promotion & Tenure Appeals Committee shall have Co-chairs. One Co-chair must be elected by the Members appointed by the AAUP-WSU, and one Co-chair must be elected by the faculty members appointed by the University. A single chair may be elected by both constituencies.

#### 13.21.4 Procedures of the TET Promotion & Tenure Appeals Committee.

13.21.4.1 If at least three members of the Committee agree, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee's questions in writing.

13.21.4.2 Following the review of materials and testimony relevant to a given case, the Committee will determine if any of the criteria (a), (b), (c) listed in Section 13.21.1 appear to be substantiated. The Committee will then send to the President a report stating its findings (as to whether or not any criteria listed in Section 13.21.1 appear to be substantiated), the basis for its findings, and its recommendations.

13.21.4.3 Recommendations of the Committee require a majority vote, but minority opinions must be represented in the final report if the minority so desires. All voting will be by secret ballot.

13.21.5 If the Committee is not able to reach a consensus, members of the Committee may write dissenting opinions, which shall be attached to the majority opinion. If the six-person Committee is divided three to three, then both groups will file a report. The Committee will make a good

faith effort to issue its written report no later than thirty (30) working days after the appellant submits the appeal and all supporting documentation to the Provost and the AAUP-WSU Grievance Officer. The Committee will send its report to the President of the University, with copies to the appellant and AAUP-WSU.

13.21.6 Upon receiving the Committee's report, the candidate has five working days to submit a letter of appeal to the University President.

13.21.7 Within twenty (20) working days after receiving the recommendations from the Appeals Committee, the President will notify the candidate in writing, with a copy to AAUP-WSU, that (a) the recommendation of the University Promotion & Tenure Committee and/or Provost is being upheld, (b) that Committee's or Provost's recommendation is being overturned, and the case being presented to the Board of Trustees for approval, or (c) that the case is being remanded in a specified way for further consideration.

13.21.8 If the Board of Trustees approves a promotion or grant of tenure based in whole or in part on a Promotion & Tenure Appeals Committee recommendation, the promotion and/or tenure shall be made retroactive to the normal promotion date for candidates from that department.

#### 13.22 TET Promotion and Tenure Grievances.

13.22.1 A promotion or tenure case not resolved by appeal (as per 13.21) may be grieved and go directly to arbitration if the AAUP-WSU concurs with the candidate that (a) an error in the described procedures materially affected the outcome, (b) the decision was not based upon the applicable criteria included in the Promotion and Tenure File, or (c) the outcome was arbitrary, discriminatory or capricious. If the AAUP-WSU submits a promotion or tenure case to arbitration, it must do so within thirty (30) days of receiving notice of the Board of Trustees' decision. The arbitrator will be selected by the procedure specified in Section 16.6.1.

13.22.2 The arbitrator shall first determine whether grounds for appeal (as outlined in Section 13.22.1) have been shown to exist by a preponderance of the evidence. If not, the grievance must be denied. But if yes, the arbitrator shall state with particularity the acts or omissions of the University which created the grounds for appeal, and shall direct the University to re-run the promotion and/or tenure process with respect to that particular Member.

13.22.2.1 The arbitrator does not have authority to award promotion or tenure to a Member.

13.22.3 A tenure case may be sent to arbitration only one time. A promotion case may be sent to arbitration no more than once every three years.

### **Article 14 – Discipline**

14.1 The University has and retains the right to apply discipline up to and including termination of a Member pursuant to Articles 14 and 15. The University subscribes to the principles of

progressive discipline except when summary action is necessary and appropriate. In determining whether or not to impose discipline and the severity of such discipline the University shall consider the severity of the Member's conduct and their disciplinary record, and the provisions in Article 5, "Academic Freedom and Professional Responsibilities."

14.1.1 The Office of the Provost shall be consulted on all disciplinary measures, and a provost or designee shall be present for all disciplinary meetings.

14.1.2 Except for paid administrative leave pursuant to Section 14.3, disciplinary measures of suspension without pay (of more than three days) or of termination of employment shall be imposed in accordance with procedures outlined in Article 15.

14.2 The University will not impose discipline except for just cause.

14.3 When, in the judgment of the President or a provost, the presence of a Member on University premises or other participation in University activities or operations presents a threat to health or safety of any person in the University community or represents a threat of disruption of, or interference with, any normal and lawful activities of the University, its staff or students, the President or a provost may place the Member on paid administrative leave pending investigation and resolution of the allegations. The University is not obligated to pay a Member who has been convicted of, or is incarcerated for, a crime. The President or a provost may also direct that the Member be removed and barred from University premises, be blocked from University email and other electronic systems, cease performing job functions or holding themselves out as a representative of the University, or any other measures reasonably designed to further or protect related University interests.

14.4 When the University has reason to believe an incident(s) has occurred which might constitute grounds for discipline, it may conduct an investigation.

14.4.1 As part of this investigation a chair, dean or provost may ask to speak informally with a Member about the incident, and statements made during such discussions may be used subsequently in the discipline process. Members may refuse to discuss an incident or may have an AAUP-WSU representative present at such discussions.

14.4.2 Unless there is reasonable suspicion of unlawful or criminal activity, the University shall inform the Member and AAUP-WSU in writing of the allegation(s) if the University undertakes a formal investigation involving third parties, the keeping of formal records, or multiple interviews with the Member toward whom the allegations are directed.

14.4.3 The University will notify the AAUP-WSU in advance of any meeting to be held with a Member as part of a formal investigation that could lead to disciplining that Member. The Member has the right to be accompanied by an AAUP-WSU representative at any such meeting.

14.5 Before imposing disciplinary action, a department chair, dean, or provost will hold a disciplinary meeting with the Member to discuss the allegation(s) against the Member and provide the Member with an opportunity to present their case.

14.5.1 The Member shall be given the opportunity to be accompanied by an AAUP-WSU representative at the disciplinary meeting.

14.5.2 Unless the Member and representatives from both the AAUP-WSU and the University agree to a shorter time, at least five (5) working days before the disciplinary meeting, the University shall notify both the Member and the AAUP-WSU of the specific allegations(s) to be discussed at the meeting.

14.5.3 If the matter is not disposed of by mutual agreement at the disciplinary meeting and the University decides to impose discipline more severe than a letter of reprimand, the University shall send the Member and the AAUP-WSU a written statement of the allegations and the discipline imposed. Such statements will be signed by a provost.

14.5.4 For serious or repeat offenses, discipline the University might impose includes but is not restricted to the following measures: required training (such as diversity or anger management); denial of summer teaching opportunities pursuant to Section 26.1.1; adjustments to the weights applied for annual evaluation pursuant to Section 11.4.5; paid suspension; unpaid suspension for up to three days pursuant to this Article 14, or longer unpaid suspension pursuant to Article 15 (The calculation of unpaid suspension days shall follow the formula used to calculate sick leave payout in Section 28.9.1); and termination pursuant to Article 15. The University will pay for the costs incurred the first time a Member is required to undergo training as a disciplinary measure.

### **Article 15 – Termination and Unpaid Suspension**

15.1 Subject to the provisions of Article 17, the University has and retains the right to terminate the employment of a Member. In addition, a Member may be suspended without pay or terminated pursuant to the provisions of this Article.

15.2 Termination of a tenured Member pursuant to this Article automatically includes the removal of that Member's tenure.

15.3 A Member may be suspended without pay or terminated for just cause, which includes but is not limited to (a) fraudulent credentials pertaining to employment at WSU, (b) demonstrated incompetence or dishonesty in teaching, scholarship, or professional service; (c) substantial and manifest neglect of duty; (d) personal conduct which presents a serious threat to health or safety of any person in the University community, severe or continuing harassment or discrimination, or other behavior that otherwise substantially impairs the Member's fulfillment of the institutional responsibilities; (e) malicious conduct which directly obstructs the performance of instructional or scholarly programs authorized or permitted by the University; or (f) conviction of a crime involving an offense of violence as defined in division (A)(9)(a) of Section 2901.01 of the

Ohio Revised Code as of January 1, 2008 or a substantially equivalent offense under federal law or a municipal ordinance, (g) revocation of required professional licensure,. Suspension without pay or termination for reasons not enumerated in (a) – (g) must be commensurate with the nature and gravity of the offenses listed above.

15.3.1 Upon determining that a Member has been unavailable for service without authorization from the University for a period of more than one month, the University may suspend all pay and benefits for that Member once it has formally charged the Member with substantial and manifest neglect or duty pursuant to Section 15.3. At the discretion of the University, the Member's pay will continue to be suspended pending the outcome of the process described in Sections 15.4-15.15.

15.4 Charges may be initiated against a Member by the University. Such charges shall be made in writing with reasonable particularity of the grounds for termination or suspension without pay based on Section 15.3 and shall be presented to the Provost of the University.

15.5 The University Provost shall, as soon as possible, inform the accused Member and the AAUP-WSU in writing of the charges.

15.6 Informal meeting. Before a formal hearing is conducted, the University Provost or designee shall call a meeting with the charging party, the accused Member, and a representative of the AAUP-WSU. The purpose of this meeting shall be to attempt resolution of the matter through informal discussion. Additional meetings may occur provided the University Provost or designee and the Member being charged believe that further meetings will serve a useful purpose.

15.7 Formal hearing. If after the informal meeting, the University Provost or designee determines that charges are warranted, they shall call for the creation of a Hearing Board of six members.

15.8 The Hearing Board shall be created in the following manner: For TET Members, the AAUP-WSU and the University shall form a Hearing Board consisting of three tenured Members selected by the AAUP-WSU and three department chairs, assistant or associate deans selected by the University. For NTE Members, the AAUP-WSU and the University shall form a Hearing Board consisting of three Members, at least one of whom must be a Senior Lecturer selected by the AAUP-WSU and three department chairs, assistant or associate deans selected by the University. The AAUP-WSU and the University shall select the members of this Board on the basis of their objectivity and competence and of the regard in which they are held in the academic community.

15.9 The Provost or designee shall notify in writing the accused Member and the administrator initiating charges of the intended hearing and of the composition of the Hearing Board. The Hearing Board will be convened by the President of AAUP-WSU (or designee) and the Provost (or designee). At this time the Committee will elect a chair or Co-chairs and determine the rules governing the hearing. The Hearing Board shall communicate in writing the scheduled date, place, and time of the hearing and provide to all parties concerned an explanation of the rules under which the hearing shall be conducted.

15.10 The parties will provide the names of all potential witnesses to the accused Member, the Member's counsel (who, here and elsewhere in this Article, shall be at the Member's expense), and AAUP-WSU representatives in a timely manner.

15.11 Both the accused Member and the administrator initiating charges may be represented by counsel, present, confront and cross-examine witnesses, and be present to hear all evidence and arguments given at all meetings of the Hearing Board. Both the AAUP-WSU and the University are entitled to have representatives present at any hearing. The accused Member may choose not to testify or answer questions at this hearing. However, such failure may be taken into consideration by the Hearing Board. Members of the Hearing Board may question all witnesses appearing before the Board. The charging party has the burden of proving to the Hearing Board that, on the basis of clear and convincing evidence, the charge(s) has been established. The hearing shall be conducted in private.

15.12 When all witnesses summoned and able to appear have presented testimony and when cross-examination has been conducted, the Board shall retire to make its recommendation. If it finds against the accused, the Hearing Board may recommend such penalty as it deems fair and appropriate, including termination or suspension or lesser penalties. All decisions of the Hearing Board shall be made by a majority vote of all its members, and its recommendation immediately shall be communicated in writing to the University President, the Provost, the accused Member, the AAUP-WSU, and the charging party. If the Hearing Board is evenly split, both groups from the Hearing Board shall prepare written recommendations and findings. A verbatim, written record of the hearing, including all findings and recommendations, shall be sent to the University President, Provost, the accused, the AAUP-WSU and the charging party as soon as possible following the conclusion of the hearing. (This verbatim record may be taken by a stenographer or transcribed from electronic recording equipment.)

15.13 Within twenty (20) working days after receiving the recommendation of the Hearing Board, the President will (a) recommend to the Board of Trustees that the accused be either suspended without pay for an identified period of time or terminated, (b) dismiss the charges, or (c) impose a specified lesser or greater or other penalty. Both the accused Member and AAUP-WSU will be promptly notified of the Board of Trustees decision.

15.14 A penalty of suspension without pay shall not exceed three (3) years, and during this time a suspended Member may purchase benefits from the University at their own expense.

15.15 At the sole discretion of the AAUP-WSU, the final decision may be taken directly to binding arbitration. A Member who wants their case taken to binding arbitration must file a request in writing with the AAUP-WSU within 15 business days of receiving the Board of Trustees' decision. The timelines, procedures and the costs of arbitration will be governed by the provisions concerning arbitration in Section 16.6.

## **Article 16 – Grievance and Arbitration**

16.1 The parties recognize and endorse the importance of establishing a prompt, fair and efficient mechanism for the orderly resolution of complaints and agree to make every effort to encourage the informal resolution of complaints before they become formal grievances. Any formal or informal resolution achieved must be consistent with the terms of this Agreement, and neither party shall unreasonably delay or impede the process as stipulated herein. The procedures set forth in this Article shall be the sole and exclusive method of disposing of grievances.

### **16.2 Definitions.**

16.2.1 **Grievance**: A grievance is an alleged violation of (1) a specific provision(s) of this Agreement, (2) procedures set forth in college bylaws or department bylaws, or (3) a signed agreement between AAUP-WSU and the University unless that agreement specifically precludes a grievance or specifies an alternative procedure for resolving disputes.

16.2.2 If the AAUP-WSU files a grievance on behalf of a group, the outcome will apply equally to all applicable Members.

16.2.3 **Grievant**: A Grievant is a Member or group of Members who has a grievance or the AAUP-WSU acting on behalf of Members.

16.2.4 **Respond and File**: The terms “respond” and “file,” as used in this Article, refer to the dates notifications are received (or reasonably should have been received) by the parties to whom they are sent. Copies of all notifications will be sent to the AAUP-WSU and to the Provost.

16.2.5 **Basic Provisions**: Except as specified in Sections 11.11, 13.22 or 13.6, and 15.15, all applicable steps of the grievance procedure set forth in this Agreement will be pursued to completion before any application for arbitration will be made, unless the AAUP-WSU and the University enter into a written agreement to proceed directly to arbitration.

16.2.6 Unless extended by mutual consent, in writing, the time limits specified herein will be the maximum time allowed. If the University fails to comply with the time limits to respond, the Grievant may advance the grievance to the next step by sending a letter of notification to the administrator at the next step. Failure to advance the grievance shall render the grievance moot.

16.2.7 Unless mutually agreed upon by the University and the AAUP-WSU, the grievance and arbitration process shall be suspended over a period of time when Members are not contractually obligated to be available, as stipulated in 7.10.1 and 7.16.1.

16.2.8 Provisions for grievances regarding promotion and tenure (TET) are described in Section 13.22 and regarding promotion (NTE) are described in 13.6. Provisions for initiating grievances regarding annual evaluation are described in Section 11.11.

**16.3 Informal Complaint Procedure.** The parties intend and agree that all disputes should be resolved informally, whenever possible, before the filing of a formal grievance, and the parties



encourage open communications so that resorting to the formal grievance procedure will not be necessary. To this end, Members are encouraged to present a complaint to a chair, dean, or provost who the Grievant believes to be most likely able to resolve the complaint as soon as practical for the purposes of resolving the dispute. A discussion of the complaint between the Grievant and the administrator to whom the complaint is presented shall occur at a mutually agreeable time not later than five (5) days after the request for a discussion regarding the complaint. Unless otherwise agreed by both the Grievant and administrator to whom the grievance is presented, only the grievant and this administrator will be present at the meeting to discuss the complaint. However, a grieving party has the right to be advised or assisted by the AAUP-WSU in attempting to secure an informal resolution, but such assistance is not required. Any settlement, withdrawal, or other disposition of a complaint at the informal stage shall not constitute a binding precedent in the settlement of complaints or grievances.

#### 16.4 Grievance Step One.

16.4.1 Any Member(s) or the AAUP-WSU may file a grievance with the Vice Provost for Faculty Affairs not later than forty (40) days after the event giving rise to the grievance or no later than forty (40) days after the Grievant knew or reasonably should have known of the event giving rise to the grievance.

16.4.2 The Grievant shall state clearly on the grievance form in Appendix F the nature of the grievance, the contractual provision(s) allegedly violated, the name of the University administrator whose actions are being grieved (if known), the dates when the alleged act or omission giving rise to the grievance occurred, and the remedy sought. The Grievant shall also sign the form and submit it to the Vice Provost with a copy to AAUP-WSU. If the Grievant is the AAUP-WSU, the grievance form shall so state. In the case of a grievance filed by the AAUP-WSU, the President or Designee of AAUP-WSU shall sign the grievance form and shall be the AAUP-WSU's representative. Forms may be signed and filed electronically.

16.4.3 The University shall inform AAUP-WSU of any grievance meeting and AAUP-WSU has the right to be present at any grievance meeting. A Dean or Provost may also have a second person attend any grievance meeting. No attorney representing either party will attend any grievance meeting.

16.4.4 A Dean or Provost shall hold a meeting with the Grievant and the AAUP-WSU's representative (if the AAUP elects to be present) at a mutually agreeable time and location, including the option of a virtual meeting, within ten (10) days after the grievance was filed and shall then respond in writing to the Grievant and the AAUP-WSU no later than fifteen (15) days after the completion of the grievance meeting(s). If the Grievant or the AAUP-WSU does not accept the Step One answer, either may, within fifteen (15) days, file a Step Two grievance with the Vice Provost.

16.4.5 However, if the Step One grievance was convened by the Provost, then there will be no Step Two Grievance; but, if the AAUP-WSU is not satisfied with the Step One answer, it shall have

the sole right to submit the grievance to arbitration by an external arbitrator within thirty (30) days after receiving the Step One answer.

16.5 Grievance Step Two. Upon receiving a Step Two grievance, the Provost or Vice Provost shall hold a meeting with the Grievant and the AAUP-WSU's representative (if the AAUP elects to be present) at a mutually agreeable time and location, including the option of a virtual meeting, within ten (10) days after the Vice Provost has received the grievance. The purpose of this meeting is to discuss and attempt to resolve the grievance. The provost who holds the meeting shall respond in writing to the Grievant and the AAUP-WSU no later than fifteen (15) days after the completion of the grievance meeting(s).

#### 16.6 Arbitration.

16.6.1 If the AAUP-WSU is not satisfied with the Step Two answer, it shall have the sole right to submit the grievance to arbitration by an external arbitrator, within thirty (30) days after receiving the Step Two answer. A Grievant who is not satisfied with the Step Two answer (or, if Section 16.4.5 applies, the Step One answer) may request that AAUP-WSU submit the grievance to arbitration, but the Grievant must do so in writing within ten (10) days after receiving the Step Two (respectively Step One) answer; however, AAUP-WSU is not obligated to accept such a request.

16.6.2 If the AAUP-WSU elects to pursue external arbitration, representatives of the AAUP-WSU and of the Provost shall meet within ten (10) days to select an arbitrator. In the event the parties are unable to agree upon an arbitrator the parties shall ask either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to provide fifteen names. If the parties are unable to agree on which of the 15 nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names.

16.6.3 The arbitrator's decision shall be final and binding upon the Grievant(s), the AAUP-WSU, and the University and shall be rendered within thirty (30) days after the arbitration hearing record is closed.

16.6.4 The cost of the arbitration shall be borne equally by the University and the AAUP-WSU except that costs related to the appearance of any witness shall be paid by the party who calls that witness. If a court reporter is requested and a transcript ordered by only one party, the court reporter's attendance fee, and the cost of transcripts for that party and the arbitrator shall be borne by the requesting party. If both sides request a transcript, the court reporter's fee and the cost of the transcripts shall be split equally between the parties.

16.6.5 Remedies. The external arbitrator assigned to hearing a grievance shall be bound by the following restrictions:

16.6.5.1 The arbitrator's decision shall be limited to only the question or questions submitted for decision;

16.6.5.2 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;

16.6.5.3 The arbitrator shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement;

16.6.5.4 The arbitrator shall not render any decision which would result in the violation of state or federal law; and

16.6.5.5 The arbitrator shall make no award that provides a Member compensation greater than would have resulted had there been no violation.

16.7 A Member who participates in a grievance procedure will not be subject to disciplinary reprisal or retribution because of such participation.

16.8 To investigate and process a grievance, either party shall be provided the opportunity to inspect and/or copy any relevant information possessed by the other party. Such access will be provided within five (5) days after the delivery of a written request to the Provost or the AAUP-WSU President. However, the requesting party is not entitled to any information that is confidential under any applicable law. In addition, the requesting party is entitled to view information in its existing form only.

16.9 No changes can be made to a grievance form once it is filed under Section 16.4 except as follows: After completing Step Two and before submitting a grievance to arbitration, the Grievant may change or add to the specific provision(s) of the Agreement allegedly violated. In such cases, the amended grievance will be resubmitted to the Provost, who no later than ten (10) days after receiving the amended grievance form shall reconfirm their original Step Two written response, offer an amended written response, or call another Step Two meeting in accordance with Section 16.5.

## **Article 17 – Retrenchment**

17.1 Retrenchment is defined as the termination of a continuing Member during any appointment as a result of any of the following three circumstances: (1) financial exigency pursuant to 17.1.1; (2) significant reduction in enrollment of a College, Department, or Program (here and elsewhere, meaning a program offered for credit) continuing over four or more academic semesters (not counting summer) and which is expected to persist; or (3) discontinuation or reduction in size of a College, Department or Program.

17.1.1 Financial exigency means that severe financial problems exist which threaten the University's ability to maintain its academic operations at an acceptable level of quality.

17.2 Should the University President anticipate the need for retrenchment of Members, the data and information upon which this decision is based shall be provided to the AAUP-WSU.

17.3 The AAUP-WSU shall be provided access and the opportunity to inspect and/or copy any information relevant to the anticipated retrenchment within ten (10) calendar days after the delivery of a written request to the Provost. However, the AAUP-WSU is not entitled to any information that is confidential under any applicable law. In addition, the AAUP-WSU is entitled to view information in its existing form only.

17.4 Within thirty (30) business days after receipt of the data and information in Section 17.3 a joint Committee on Retrenchment, with three members appointed by the University and three members appointed by the AAUP-WSU, shall submit its advisory recommendations to the University President. Such recommendations may include ways to relieve the exigency, if applicable, by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities.

17.4.1 In making its recommendations, the Committee on Retrenchment shall give consideration to long-term enrollment projections, the mission of the University as a whole, the continued accreditation of academic units, the effect on joint programs with other institutions, and the impact on the students registered in the programs.

17.4.2 In the case of an anticipated reduction in size or discontinuation of a College, Department, or Program, the Committee on Retrenchment's recommendations shall include consideration of—

- its historical role and contributions in the University's educational, scholarly and service mission, and those long-range circumstances which may have changed to alter that role and those contributions
- the dependence of other programs in the University on the College, Department, or Program
- duplication elsewhere in the University of courses, research or services offered through the Department, College or Program, and possible organizational arrangements which might serve as alternatives to discontinuation
- arrangements which can be made to allow students enrolled to satisfy degree or certificate requirements
- stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation
- the periods of service and tenure status of its Members and an estimate of their possible usefulness elsewhere within the University; and
- possible arrangements for planned phasing out of the College, Department, or Program as an alternative to abrupt discontinuation.

17.5 The President shall forward the recommendations of the Committee on Retrenchment along with their recommendations to the Board of Trustees.

17.6 Procedures for Retrenchment.

17.6.1 The University shall, in good faith, consider whether the need for retrenchment can be alleviated through normal attrition or other alternatives to retrenchment. In making its decisions about retrenchment, the University shall, in good faith, give consideration to the factors listed in Sections 17.4.1 and 17.4.2.

17.6.2 Except as provided for in Sections 17.6.6 and consistent with the operating needs of the level of organization the University has deemed appropriate for retrenchment, the University shall retrench Members in the order outlined in Section 17.6.4.

17.6.3 Before retrenching a Member(s), the University will remove teaching responsibilities from all adjunct faculty and all staff who teach in that Member's Department, unless it can be shown that the adjunct or staff member is academically essential to the continuation of the academic mission of that Department or that the adjunct or staff member's continuing teaching does not diminish teaching opportunities for Members.

17.6.4 Members (other than faculty in the School of Professional Psychology) will be retrenched in the following order:

- Visiting Professors
- Instructors/Clinical Instructors
- Lecturers/Clinical Assistant Professors
- Assistant Professors
- Senior Lecturers
- Associate Professors
- Professors

Members in the School of Professional Psychology will be retrenched in the following order:

- Clinical Assistant Professor
- Clinical Associate Professor
- Clinical Professor

17.6.5 Within each academic rank, seniority shall be calculated from the earliest date of continuous University employment.

17.6.5.1 Leaves with pay shall count as years of service for seniority.

17.6.5.2 While unpaid leaves shall not count as years of service for seniority, neither do they constitute a break in continuous University employment.

17.6.5.3 Periods of continuous employment wherein an individual is outside the bargaining unit, such as service as a chair, dean, provost or President, shall count as years of service for seniority.

17.6.6 To meet operating needs of the unit(s) being reduced, the University will retain specific Members who are best qualified to meet programmatic, curricular, or other academic needs; however, to deviate from the order of retrenchment specified in Sections 17.6.4, the University must first obtain and consider in good faith independent recommendations regarding that deviation (specifically, whether the deviation is necessary in order to meet programmatic, curricular, or other academic needs) from the impacted Members' Department Chair(s) and from a committee appointed by AAUP-WSU. The independent recommendations shall be provided within fifteen (15) working days after a request from the University. If the University has complied with the procedures under this Article, the AAUP-WSU cannot grieve the substantive decisions. Any grievance for procedural matters will be subject to Article 16.

17.6.7 The termination of a Member may not be necessary if their salary is paid by restricted funds.

17.6.8 Members whose positions are terminated shall be offered available faculty positions for which they are fully qualified or for which they can become fully qualified within the period of their notification of termination as specified in Section 17.6.9. Where feasible, the University will consider relocating Members in a non-faculty position, as an alternative to termination.

17.6.9 A Member whose continuing appointment is terminated pursuant to the provisions of this Article 17 shall receive salary and benefits (or notice) in accordance with the following schedule:

Service as a Full-Time Faculty Member	Salary and Benefits (or Notice)
less than nine months	three months
at least nine but less than eighteen months	six months
at least eighteen months	twelve months
at least eighteen months and tenured	current academic year plus twelve months
at least ten years and tenured	current academic year plus twelve months (eighteen months minimum)

17.10 The University shall not fill a position in a discipline in which a Member, who has been retrenched, is professionally qualified for a period of two (2) years from the date of termination of service, unless the position is first offered to that Member and they are given at least thirty (30) days to decide whether to accept or decline the position. The Member shall be able to complete the term of their current employment (up to one semester) before beginning the recalled position at Wright State University. A tenured Member thus recalled shall return with tenure. Any other Member thus recalled shall return with the number of years of prior service at Wright State University counting as part of their probationary period.

## **Article 18 – Institutional Provisions**

18.1 The University recognizes the importance of an adequate working environment and supporting services to promote effective teaching, learning and research. Therefore, within the limits of available space and resources, the University shall make a good faith reasonable effort to provide each Member the following:

18.1.1 suitable office space and furniture, phone, and network-compatible computer with access to either a network or personal printer;

18.1.2 access to copying services for their reasonable academic copying needs;

18.1.3 office and classroom supplies;

18.1.4 library resources, computing systems with technical support, classrooms, and laboratories that are responsive to Member and student needs, in compliance with Public Employment Risk Reduction Program (PERRP) standards, and consistent with standards of quality recognized at the national level;

18.1.5 timely responses to reasonable requests from Members to secure hazardous materials.

18.2 The University shall provide timely notification, through the relevant Faculty IT committee, of changes in software or other web-based platforms (like learning management systems) that directly impact faculty responsibilities to service, teaching, and research, adequate training of faculty in such software or platforms with synchronous and asynchronous trainings to meet faculty needs, and consultation with relevant faculty IT committee on such decisions.

18.3 Before moving a Member from an assigned research laboratory space, the University will communicate to the Member in writing the reason(s) for the move.

18.3.1 Whenever laboratory space is reallocated or assigned to a new faculty member, it will be inspected before the new occupant moves in, by the Department of Environmental Health and Safety.

**18.4 Internet and Email Access.** The University will provide all Members with on-campus internet access and a University-issued email account at no cost to the individual Member. Members will exclusively use University-issued email accounts for transacting official University business. Members who use cloud-based file storage for official University records must use only those systems or services that have been procured by the University's IT department for that purpose, unless otherwise authorized in writing by the IT department.

**18.5 Notice of Teaching Assignments.**

18.5.1 The parties agree that adequate notice of teaching assignments (here and below, meaning which courses they will teach, but not necessarily the scheduling of those courses at specific times) supports high quality instruction. Therefore, the University will make a good faith effort

to inform Members of their teaching assignments at least two months before the beginning of any semester. Except under extraordinary circumstances, the University will inform Members of their teaching assignments at least four weeks before the beginning of any fall or spring semester (two weeks before the beginning of a summer term). Extraordinary circumstances include, but are not limited to, the death or illness or resignation of a faculty member which necessitates changes to teaching assignments in a department. When changes to teaching assignments are made in response to extraordinary circumstances after the aforementioned deadlines, the University will, in writing, promptly inform Members of any change(s) to their teaching assignments and the reason for the change(s).

18.5.2 The University will make a good faith effort to inform Members of the specific times when their assigned classes are scheduled at least four weeks before the beginning of any fall or spring semester (two weeks before the beginning of a summer term).

### **Article 19 – Workload**

19.1 Faculty workload requirements are set forth in a faculty workload policy that the University and the AAUP-WSU agree will be included in University Policy 2020. The reference in this Agreement to the faculty workload policy and its inclusion in University Policy 2020 does not convert the faculty workload policy into a mandatory bargaining subject.

If the AAUP-WSU believes that the assigned workload of one or more Members is inconsistent with specific provisions of that Policy or the guiding documents that support it, it shall have the sole right to submit the matter to an external arbitrator within thirty (30) days of receiving the Provost's response to an appeal from an individual Member or from the AAUP-WSU. The definition of days refers to the time limits established in Section 1.6. Procedures for such arbitration shall be in accordance with those specified in Sections 16.6-16.9.

### **Article 20 – Intellectual Property**

#### **20.1 Discoveries and Inventions.**

When used in this agreement, the term "Patent" (and derivatives of that term) shall be understood to mean that bundle of rights that protect inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof; new, original and ornamental designs for an article; and plant patents being for the asexual reproduction of a distinct and new variety of plant, including cultivated sprouts, mutants, hybrids, and new found seedlings, other than a tuber propagated plant or plant found in an uncultivated state.

20.1.1 In accordance with Ohio Revised Code 3345.14(B) all rights to and interests in discoveries, inventions, or patents, which result from research or investigation conducted in any experiment station, bureau, laboratory, or research facility of the University or with funding provided by the University shall be the sole property of the University. All rights and interests in software,



although it is copyrightable, shall be the property of the University when it is required for an invention or is part of an invention. Members who make or participate in the making of such discoveries or inventions in the course of fulfilling their University responsibilities or with use of University resources shall promptly disclose their discovery or invention to the Chief Intellectual Property Officer, using the disclosure form prescribed by that official. Use of this form has the effect of initiating the process of review for patentability and commercializability.

20.1.2 The University will not license a discovery or invention (or patent(s) thereupon) disclosed by a Member(s) without first consulting in good faith with the Member(s).

20.1.3 The University will not sell a discovery or invention (or patent(s) thereupon) disclosed by a Member(s) without first consulting in good faith with the Member(s).

20.1.4 Rights to inventions arising in the course of government or other externally sponsored research are controlled by the terms of the agreement between the University and the sponsor and/or applicable federal regulations.

20.1.5 Members shall be entitled to share in any proceeds from the sale or license of the discovery, invention or patent received by the University for their discoveries or inventions, in accordance with the University's proceeds distribution schedule in Section 20.3. The University shall maintain distributions of a Member's respective share of such proceeds after the Member terminates their University employment.

20.1.6 Members agree to assist and cooperate with the University in obtaining and enforcing patents, including, without limitation, executing and delivering all assignments, documents and instruments reasonably requested by the University in conjunction with obtaining and enforcing patents within the United States or any foreign jurisdiction.

20.1.7 The University has no obligation to pursue or maintain patent protection for disclosed inventions. If the Chief Intellectual Property Officer recommends that the University not pursue a patent application, maintain a patent, or otherwise market that invention, then the University may assign ownership to a Member while retaining a royalty-free license to use the invention for non-commercial purposes. The University shall duly consider a Member's request for assignment of an invention, in which that Member has had input, when the University chooses not to pursue a patent application, maintain a patent for that invention, or otherwise market that invention.

## 20.2 Trademarks.

20.2.1 Any trademarks created by a Member at the request of the University shall be owned by the University.

20.2.2 Trademarks created by a Member in association with an invention, discovery, or copyrighted material shall be owned by the same party that owns the invention, discovery or copyrighted material.

### 20.3 Proceeds Distribution Schedule.

20.3.1 Members who are makers of inventions and discoveries or authors of copyrighted works and who share proceeds received by the University may select either of the following two methods for sharing such income.

20.3.2 The Member may elect to have the University deposit all net proceeds into a restricted (ledger 6) account. Net proceeds are defined as gross proceeds less actual expenses incurred by the University in the sale of the intellectual property [that is, discovery or invention (or patent(s) thereupon)], including but not restricted to legal fees and patent maintenance fees. Such restricted (ledger 6) accounts will be assessed a fee of 10% on all net proceeds deposited into them.

20.3.3 The Member may elect to receive personal income based upon gross proceeds. For gross proceeds up to \$50,000, the Member's share shall be one-half of gross proceeds. For gross proceeds in excess of \$50,000, the Member's share shall be 40% of the excess above \$50,000 minus any expenses in excess of \$25,000.

For example, for \$200,000 cumulative gross proceeds, with \$40,000 cumulative expenses, the total Member's share shall be

$$0.5 \times \$50,000 + 0.4 \times [(\$200,000 - \$50,000) - (\$40,000 - \$25,000)] = \$79,000.$$

### 20.4 Copyrightable Works.

20.4.1 When used in this agreement, the term "Copyright" (and derivatives of that term) shall be understood to mean that bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. "Works of authorship" (including computer programs) include, but are not limited to the following: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works.

20.4.2 Members retain ownership of their own copyrightable works unless the work is a work-for-hire or is subject to a separate written agreement that requires assignment to the University or to a third party. In the case of assignment to the University, the author will retain the right to use the material for their own noncommercial purposes.

20.4.3 Members shall cooperate with and sign all documents reasonably requested by the University to enable it to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to the University. The University shall cooperate with and sign all documents reasonably requested by a Member to enable them to secure,

register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to that Member.

20.4.4 Traditional faculty products of scholarly activity that have customarily been considered to be the restricted property of the author will be owned by the author regardless of the medium in which the work is embodied. Such traditional products include, but are not limited to, journal articles, textbooks, monographs, works of art including paintings and sculptures, and musical compositions. The University does not claim any ownership rights to such works.

20.4.5 Proceeds earned from the commercialization of traditional faculty products will accrue entirely to the Member author(s) as personal income, unless copyright was previously assigned to the University or significant University resources were used in the production of the work. For traditional faculty products requiring significant use of University resources, author(s) will repay the University for identifiable resources from any personal income earned. Before making significant use of University resources in the creation of such works, Members shall consult with their Chair, who shall have the opportunity to consult with the Intellectual Property Officer prior to approval.

20.4.6 Significant use of University resources described in Section 20.4.5 pertains to the use of University facilities, staff or funds beyond those normally available to members of the University community. Use of assigned office space, normal clerical support, and routine use of library resources, desktop computers and office supplies are not significant use of University resources.

## **Article 21 – Online Courses**

21.1 Online Courses are courses that employ technologies (audio, video, or computer, both now known or hereafter developed) that are utilized to teach courses in a format other than in a typical ‘in-person’ or ‘face-to-face’ format. These courses can be taught in a synchronous and/or asynchronous modality.

Online courses provide an alternative form of educational instruction, but they are afforded the same status, compensation (when teaching them) and workload considerations, for all purposes, as traditional classroom teaching except that the compensation for developing them will be as provided for in 21.4.

### **21.2 Online Course Assignments and Requests.**

21.2.1 Members may be required to teach an Online Course or to add a second delivery mode to any course pursuant to the considerations listed in 21.2.3.

21.2.2 At the sole discretion of the University, Members may be required to teach online courses when the University schedules online classes that they are qualified to teach or other classes in their college that they have taught online within the previous five years, unless

- they have summer grant support pursuant to Section 26.1.3 or an administrative assignment pursuant to Section 26.1.4, or
- they are denied opportunities for online teaching as a disciplinary measure, or
- they have received an evaluation of less than “expected merit” in teaching or service in the most recent annual evaluation pursuant to Article 11, or
- [TET] they have been given notice of termination or denied tenure in their final probationary year due, at least in part, to ineffective teaching, or
- [TET] they have completed a “terminal year” pursuant to Section 13.13.1, or
- [NTE] they have been given notice of termination due, at least in part, to ineffective teaching, or
- they have resigned or retired with an effective date prior to or during the semester
- they have failed to fulfill any applicable requirements in Article 7 or received a rating of less than “expected merit” for teaching in their most recent Annual Evaluation.

21.2.3. Requests by Members to develop and teach an Online Course are subject to the sole discretion of the Dean and/or Provost. Considerations of whether to have an Online Course developed/taught may include such factors as (a.) whether the course content is appropriate for an Online Course format, (b.) whether the individual Member’s background, experience and skills are reasonably suited to teaching via this methodology, (c.) whether the Online Course modality is conducive to effective student learning outcomes, (d.) other factor that may impact the student experience and/or ability to be successful in the class, and (e.) availability of sufficient resources to support the development of the Online Course.

21.2.4 If the University would like a course developed for online delivery in a given semester the University will solicit interest from Members qualified to teach the course at the university.

21.2.5 Members who are assigned to teach or revise an Online Course shall not buy or use courses or course materials that are created, in full or in substantial part, by any third-party vendor unless: (a.) the Member requests the Dean’s approval, and the Dean grants such approval (in the Dean’s discretion), (b.) the Member is solely responsible for any and all costs associated with acquiring the course or course materials in question, unless otherwise approved in writing by the Dean, and (c.) the Member obtains all legally required licenses and approvals for use of the course or course materials, and ensures that any materials not developed or created by the Member are clearly marked as belonging to a third-party.

### 21.3 Support for Online Teaching.

21.3.1 The University will provide reasonable technological and pedagogical support for Members who develop and/or teach Online Courses. Such support shall include training, consultation on instructional design, and technical assistance. During both development and delivery of Online Courses, the University shall ensure that appropriate technology, software, equipment, and personnel are identified and in place and shall provide appropriate training for

faculty members, consistent with both the need of the faculty member and the availability of University resources and service for that purpose.

21.3.2 The University shall provide technical assistance and training only for the course (learning) management system it has approved and adopted. To help maximize student success and ensure the University's compliance with regulations, Members shall use the approved course (learning) management system when teaching Online Courses.

Any changes to the technology or course (learning) management system will be made by the University with consideration of feedback from both the Faculty Senate and students. The University retains sole discretion as to which learning management system is to be used and that decision will be communicated to the AAUP-WSU.

#### 21.4 Course Development Compensation.

21.4.1 When a Member is tasked with developing an Online Course, that Member and the University will enter into a signed agreement specifying, at a minimum, (1) the course to be developed, (2) a description of the materials that Member is to develop, (3) the Member's roles and responsibilities as part of a course development team, (4) an estimated course development schedule, and (5) compensation for course development in the amount of \$2,000. The AAUP-WSU will be provided copies of these agreements upon request.

21.4.2 Unless otherwise specified in a signed agreement, Members who develop an Online Course will make minor revisions as necessary to keep the material current for a period of up to five years. Updates and changes to Online Courses will be afforded the appropriate level of technical and institutional design support.

21.4.3 At the discretion of the University for a period of up to five years, the Member who develops an Online Course may be assigned to teach the class (if the class is being offered as an Online Course) as part of their workload, as a summer class(es) or, with the Member's agreement, as an overload. At any time, the Member and the University may agree to lengthen or shorten the five-year period.

21.4.4 The scheduling of classes that are developed under the terms of this agreement will be at the discretion of the University in accordance with student and curriculum needs.

21.4.5 The course product, or portions thereof, will only be used at Wright State University and by that Member, except as follows:

- If the Member wishes to be relieved of teaching the course, and the University agrees, then another faculty member may be assigned to teach the course using the former Member's course product or any portion thereof.
- If the Member resigns or retires from the University or is on sick leave, Professional Development or other leave, or is suspended or terminated in accordance with Article 14

and/or 15, the University may assign another faculty member to teach the course using the Member's course product or any portion thereof for any term that begins within two years of the time when the University receives written notice of the Member's absence.

- If the University determines that the Member's qualifications, skills, and expertise are more effectively deployed to teach other courses during the offered time frame. Such distinctive substitution must be approved by the Dean and Provost.

21.5 A Member teaching an Online Course may hold some of the normally expected office hours in a virtual format. If all classes taught during a given semester are Online Courses, the Member may request to hold all of the normally expected office hours in a virtual format. Approval of this request is at the sole discretion of the University.

21.6 Determination of class size for an Online Course will be consistent with the practices, procedures, and criteria of the University that supports successful outcomes for student learning.

21.7 Consistent with the provisions of 7.2, a Member may block a disruptive student's access to an online course that they are teaching.

21.8 Program, Special-Demand, and Multi-section distance-learning classes previously developed by Members under the 2019-2020 and 2020-2023 Collective Bargaining Agreements remain subject to the terms of those Agreements. However, the decision as to whether or not a course developed under these agreements will continue to be offered or revised is solely at the discretion of the University.

## **Article 22 – Outside Employment**

22.1 "Outside Employment" refers to professional activities of Members that fall outside of the normally defined workload of teaching, research, and service and that may involve external compensation, and which takes place during a semester in which the Member is teaching for the University. It does not apply to professional activities that reflect normal and expected public service for which compensation is limited to reimbursement of costs or nominal honoraria such as invited lectures, peer review panels, or activities explicitly included in approved practice plans. "Outside Employment" does apply to all other professional work.

22.2 A Member's outside employment must not interfere with their assigned duties, must contribute to the Member's professional development, and must not affect the Member's reasonable availability to students or other Wright State University obligations. A Member may not teach for institutions other than Wright State without prior approval from the Provost.

22.3 Annually, at least ten (10) business days before the start of Fall semester, Members must submit to their Dean an Outside Employment Disclosure form, provided by the University, acknowledging the responsibility to report outside employment and either requesting permission to hold outside employment in that year or declaring that they are not engaged in Outside Employment.

22.3.1 Should a Member desire to engage in outside employment at any time throughout the year after completing the annual disclosure form, they must update their form, submit it to their Dean and receive written approval prior to beginning outside employment. When the nature of a Member's approved outside employment changes, or when the nature of the Member's job for the University changes that may create a conflict with previously approved outside employment, the Member must promptly notify their Dean and receive written approval to continue.

22.3.2 Failure to properly disclose outside employment or to receive written approval may result in actions being taken in accordance with Articles 14 and/or 15 of this agreement.

22.4 When engaging in outside employment, Members may not use University facilities and other resources, including the work time of other employees, unless prior approval is given by the University and appropriate compensation is provided.

22.5 Members should make every effort to avoid any conflict or appearance of conflict between outside employment activities and University responsibilities, and to avoid accepting outside assignments that compete directly with academic functions of Wright State University.

22.5.1 A Member's outside employment shall not involve the transaction of business with the University (e.g., buying or selling goods or services to/from the University) without the prior written approval of the Provost. Additionally, a Member's outside employment shall not involve the transaction of business with the Member's Chair without prior written approval of the University.

22.5.2 The Parties acknowledge that all University employees are subject to certain provisions of the Ohio ethics laws regarding public employee outside activities. Before beginning any outside employment, each Member will complete the free, one-hour online ethics training (Ohio Ethics Law E-Course) offered by the Ohio Ethics Commission. The Member will certify to the University in writing that the training has been completed. The University may require annual recertification.

22.5.3 A Member who is uncertain whether their activities are consistent with their obligations under the Ohio ethics laws may consult with the Office of General Counsel and/or the Ohio Ethics Commission. Members are encouraged to investigate any possible conflicts before beginning the Outside Activity.

22.6 As they are acting outside the scope of their employment with the University, Members are personally responsible for any damages or claims for damages which may arise in connection with their outside employment.

### **Article 23 – Compensation**

23.1 Members will receive raises to their base salaries as specified in the table below. These raises will be in effect on August 1 of each year.

2023-2024	2024-2025	2025-2026
3%	3%	3%

23.2 Members shall not be eligible for merit raises as no merit pool will be established (0%).

23.3 Promotion Increases. A Member who is promoted to Lecturer, Senior Lecturer, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Associate Professor, or Professor shall receive an increase of 7.5% of that Member’s annual base salary.

23.3.1 Gap in Appointment to Lecturer. The above provision shall not apply if there was a gap of more than one academic semester (not including summer term(s)) between the end of the appointment as Instructor and the beginning of the appointment as Lecturer.

23.3.2 The University will add promotion increases (Section 23.3) to a Member’s base salary before making salary adjustments pursuant to Sections 23.1 through 23. 2.

23.4 Overload Salary. Members who are offered and agree to teach overload classes shall be paid a minimum of \$900 per credit hour.

## Article 24 – Minimum Salaries

### 24.1 Newly Promoted Members at the Ranks of Associate Professor and Professor.

24.1.1 For each continuing Member on an *academic year appointment* who will hold the rank of Associate Professor or Professor for the first-time during a given academic year, the University will compute a provisional base salary “x” for that academic year by applying the applicable raises specified in Article 23 to the Member’s base salary for the previous academic year. Then, the University will compute the Member’s final base salary “y” for the appropriate academic year in accordance with the formula

$$y = \begin{cases} m + \left( \frac{M - m}{M - L} \cdot (x - L) \right) & \text{if } x \text{ is less than } M \\ x & \text{if } x \text{ is greater than or equal to } M \end{cases}$$

where

*L* equals the lowest provisional base salary among all continuing Members who will hold the rank of Associate Professor or Professor, respectively, for the first time during the academic year under calculation (with fiscal year provisional base salaries multiplied by 9/11 for purposes of determining *L*),



and, as is shown in the corresponding Associate Professor row of Table A below,

$m$  equals \$78,846, and

$M$  equals \$83,528.

Thus, if the Member’s provisional base salary is less than  $M$  (\$83,528), then the final base salary will be higher than the provisional base salary and will be between  $m$  (\$78,846) and  $M$  (\$83,528); and otherwise, the final base salary will be the same as the provisional base salary.

Table A – Newly Promoted Associate Professors and Professors				
	Year	Rank	$m$	$M$
1	2023-2024	Associate Professor	\$78,846	\$83,528
2	2023-2024	Professor	\$96,443	\$102,171

24.1.2 For each continuing Member on a *fiscal year appointment* who will hold the rank of Associate Professor or Professor for the first-time during a given fiscal year, the University will

1. determine a provisional base salary “ $x_f$ ” using the procedure in Section 24.1.1 above (i.e., by applying the applicable raises specified in Sections 23.1 through 23.2 of Article 23 to the Member’s base salary for the previous year),
2. compute  $x$  equal to  $9 \cdot x_f / 11$ ,
3. compute  $y$  according to the formula in 24.1.1 (with the same values of  $L$ ,  $m$ , and  $M$  as in Section 24.1.1), and
4. compute the final base salary  $y_f$  equal to  $11 \cdot y / 9$ .

24.2 Other Members at the Ranks of Associate Professor and Professor.

For a given year, the minimum salary for each Member at the rank of Associate Professor or Professor to whom the provisions of Sections 24.1 through 24.1.2 do not apply will be as specified in the applicable rows of Table B below. Any such Member whose annual base salary (as determined by a letter of appointment, the provisions of Article 23, any other provisions of this Agreement, or otherwise) would otherwise be below the level specified in Table B below will receive an increase to the annual base salary so that the final base salary equals the appropriate amount in Table B.

Table B – Associate Professors and Professors Promoted to Rank in Previous Years				
	Year	Rank	Academic Year Appointees	Fiscal Year Appointees
1	2023-2024	Associate Professor	\$78,846	\$96,367
2	2023-2024	Professor	\$96,443	\$117,876

24.3 Members at the Rank of Assistant Professor.

The minimum salary for each Member at the rank of Assistant Professor will be as specified in Table C below. Thus, any such Member whose annual base salary (as determined by a letter of appointment, the provisions of Article 23, any other provisions of this Agreement, or otherwise) would otherwise be below the level specified in Table C below will receive an increase to the annual base salary so that the final base salary equals the appropriate amount in Table C.

Table C – Assistant Professors			
Year	Rank	Academic Year Appointees	Fiscal Year Appointees
2023-2024	Assistant Professor	\$63,498	\$77,608

24.4 In the application of the formula in Section 24.1.1, if in any case the calculated value of  $L$  should be greater than  $m$ , the parties will meet to determine the final base salary of each Member with a provisional base salary less than  $M$ ; for each such Member, the final base salary will be greater than the provisional base salary but not more than  $M$ .

24.5 NTE Members with Academic Year Appointments.

The minimum base salary for Members with academic year appointments shall be:

Academic Year Appointees	2023-2024
Senior Lecturer or Clinical Assistant Professor	\$63,352
Lecturer or Clinical Instructor	\$51,484
Instructor	\$46,500
Visiting Faculty	\$44,500

24.6 NTE Members with Fiscal Year Appointments.

The minimum base salary for Members with fiscal year appointments shall be:

Fiscal Year Appointees	2023-2024
Senior Lecturer or Clinical Assistant Professor	\$77,430
Lecturer or Clinical Instructor	\$62,924
Instructor	\$56,833
Visiting Faculty	\$54,389

24.7 The salaries listed in the Tables in Sections 24.1.1 through 24.6 will increase by the same rates as provided for in 23.1 and 23.2.

## **Article 25 – Additional Compensation**

25.1 The University has the right to make salary adjustments which are more favorable than those called for in this Agreement to any Member(s) to respond to a bona fide offer from another university or other employer.

25.1.1 The University shall inform the AAUP-WSU of any adjustment made pursuant to Section 25.1 and provide the AAUP-WSU with a copy of the offer letter within ten (10) working days of a Member's acceptance of such adjustment.

A salary adjustment made in response to an offer from a non-academic employer shall be considered an exceptional event, and the University will provide to the AAUP-WSU a written explanation.

25.2 The University has the right to make salary adjustments which are more favorable than those called for in this Agreement to any Member(s) to respond to external market factors in the absence of a bona fide offer from another institution.

25.2.1 In the absence of a bona fide offer, a salary adjustment must be supported by specific evidence of excellent performance and evidence that the individual's current salary is below the market salary for individuals with comparable records at other academic institutions. Such comparisons may take into account market factors including those that exist in specific fields and sub-disciplines.

25.2.2 Before making such adjustments to a Member's salary, the University will consider (1) whether the same or similar circumstances apply to other faculty in that college and (2) if an anticipated salary adjustment would create or increase salary differences that are not supported by market factors and performance.

25.2.3 Once this review has been completed the results will be shared with AAUP-WSU along with all supporting evidence. AAUP-WSU will be given at least ten (10) working days to review the evidence along with any proposed salary adjustments. Once the review period is over the University will notify Members and the AAUP-WSU in writing of any salary adjustments.

25.3 Adjustments made pursuant to Article 25 shall not decrease the salary increases available to other Members as provided for in this Agreement.

25.3.1 Adjustments made pursuant to Article 25 shall be approved by the Dean of the Member's College and the Provost.

## **Article 26 – Summer Teaching**

### **26.1 Summer Teaching Assignments.**

26.1.1 Members on academic year appointments shall be given an opportunity to teach at least one (1) course every Summer when the University schedules classes in their department that

they are qualified to teach or other classes in their college that they have taught within the previous three years, unless:

- they have summer grant support pursuant to Section 26.1.3 or an administrative assignment pursuant to Section 26.1.4, or
- they are denied opportunities for summer teaching as a disciplinary measure, or
- they have received a rating of less than 'expected merit' for teaching or service in the most recent annual evaluation pursuant to Article 11, or
- [TET] they have been given notice of termination or denied tenure in their final probationary year due, at least in part, to ineffective teaching, or
- [TET] they have completed a "terminal year" pursuant to Section 13.13.1, or
- [NTE] they have been given notice of termination due, at least in part, to ineffective teaching, or
- they have resigned or retired with an effective date prior to or during the Summer Semester.

26.1.2 When a class is offered and the requests for teaching by eligible Members (i.e. qualified to teach the course or who have successfully taught the course within the past three years) exceed the opportunities available,

1. Teaching will be assigned first to Members with the most seniority, which shall be calculated from the earliest date of continuous University employment as a full-time faculty member.
2. A second course will only be assigned to a Member once every Member requesting teaching has been assigned one course, and second courses will be assigned in the same manner as above. (Here and below, a "course" normally means one carrying at least three semester hours of credit.).
3. Members requesting teaching in a given summer who were assigned no courses will receive top priority for a first course in the subsequent summer (and among them, priority will be by seniority,).

26.1.3 Except as in Section 26.1.5, when a Member with an academic year appointment has summer grant support, the provisions of Sections 26.1.1 and 26.2.1 shall apply with the following restrictions:

- Summer grant support plus summer teaching cannot exceed full time (the equivalent of 12 credit hours in a single summer), and
- combined pay for the grant support and teaching in a single summer cannot exceed 1/3rd of the Member's base salary.

26.1.4 When a Member with an academic year appointment is offered and accepts an administrative or service assignment from the University in the summer, and the compensation is the same as, or greater than, pay for teaching a course pursuant to Section 26.2.1, the university's obligation to provide teaching opportunities pursuant to Section 26.1 is correspondingly reduced.

26.1.5 When a Member is offered and accepts a summer teaching assignment that in combination with grant support and administrative assignments exceeds full time, the excess shall be considered an overload and will be paid at the minimum overload rate pursuant to Section 23.4.

26.1.6 When the University and the AAUP-WSU agree in writing that valid concerns require that a course be taught outside the academic year, and the Member teaching the course agrees to the arrangement in writing, the University may schedule the class in the summer or during the break between terms as an on-load assignment without additional compensation. Such courses might include extensive field trips, international travel, seasonal requirements (e.g., wetlands biology), or other components that make the alternative scheduling necessary. Either the University or the AAUP-WSU may revoke this agreement by notifying the other party in writing. Once a class is so scheduled, any revocation will be effective when that class has concluded.

### 26.2 Summer Semester Compensation.

26.2.1 A Member with an academic year appointment who has completed two semesters of service and is assigned by the University to teach during the summer semester will be compensated at the rate of \$1,800 per credit hour.

26.2.2 Once registration for summer has begun, cancellation of a class scheduled to be taught by a Member requires approval by a provost. For purposes of determining whether to cancel summer classes, 1 graduate student shall be the equivalent of 2 undergraduate students.

26.2.3 The University will not cancel a summer class scheduled to be taught by a Member if it has an enrollment of 18 or more undergraduate students, or the equivalent graduate students pursuant to 26.2.2. If it becomes necessary to cancel a class, the University will make a good faith effort to preserve the Member's opportunity to teach summer classes as set forth in Section 26.1 and subsections.

26.2.4 If a course would otherwise be canceled in accordance with the low enrollment provisions above but the University, in its sole discretion, agrees to offer the class, the University may assign the Member that class with the Member receiving compensation at the minimum overload rate stipulated in 23.4.

26.2.5 The University has the right to reschedule Members from under-enrolled classes to classes that have adequate enrollment, or, if no such class is available, to cancel the Member's course without reassigning and without compensation

26.2.6 The University and the AAUP-WSU recognize the possibility that unforeseen financial, curricular, and/or enrollment management circumstances may arise making it appropriate to depart from the foregoing summer salary provisions and agree to discuss any such possibilities that are introduced by either party. No changes to the provisions shall be made without agreement of both the University and the AAUP-WSU.

26.2.7 Should no eligible Members agree to teach a summer class, the University may, at its sole discretion, decide how to have the class taught.

26.2.8 Direction of independent laboratory research in summer shall be treated as the equivalent of up to a 3-credit hour course, subject to the minimum enrollment requirement of 2-15 students registered for 1-3 credit hours (subject to 26.2.2, where 1 graduate student is the equivalent of 2 undergraduate students) with compensation at the minimum overload salary per credit hour, per Article 23.4.

26.2.8.1 Direction of independent laboratory research shall be approved at least one month in advance of the Summer term by the Member's Department Chair, who shall provide a course and section number under which students can be registered.

26.3 At least two weeks prior to the summer schedule being released, Department Chairs will distribute to all Members in their academic units a list of summer teaching assignments.

26.3.1 If a Member who is scheduled to teach one or more summer courses notifies the Department Chair, with a copy to the Dean, in writing within one week of receiving this list that they want to teach a course section of equal or fewer credit hours that they are qualified to teach and that has been assigned to a non-Member, the University will either

- a) reassign that Member to teach the requested class, or
- b) reassign that Member to another class to which the Member agrees; or,
- c) provide the Member a reason, in writing, as to why the request cannot be granted.

26.3.2 The University has no obligation to honor requests for assignment changes that are submitted more than one week after the list is distributed, pursuant to 26.3.1.

26.3.3 The University will make a good faith effort to ensure that summer teaching opportunities identified in Section 26.1 are not diminished by assignment of classes to non-bargaining unit faculty until all qualified Members have been assigned at least one course.

26.4 Summer Semester Management. During the term of this Agreement, the University and the AAUP-WSU agree to periodically meet to consider changes to summer teaching aimed at enhancing summer revenue and enrollment. The parties agree to discuss any such possibilities that are introduced by either party. No changes to the provisions shall be made without agreement of both the University and the AAUP-WSU.

## **Article 27 – Medical, Dental and Vision Insurance**

27.1 The University will provide Members with medical insurance, a prescription drug benefit, dental insurance, and vision insurance under the plans generally provided to the employees of the University, and on the same terms and conditions on which those benefits are generally provided to employees of the University.

The University, in its discretion, may modify such benefits, the University and Members' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the University.

If the University decides to change or modify the benefit plan(s) consistent with Section 27.1 above, the University will inform the Union sixty (60) days prior to the effective date of the new benefits and provide the Union an opportunity to meet and confer regarding such changes or modifications before the effective date.

27.2 A summary of the program of benefits may be found on Human Resources' website.

27.3 The University and Union recognize the benefit of an exchange of ideas and information regarding medical insurance, and as such, the parties agree that a Member, designated by AAUP-WSU, will participate in the University's medical insurance advisory group.

27.4 The terms of this Article 27 are subject to negotiation for the provision of medical, dental and vision insurance in effect at the expiration of this Agreement, and these terms are not a waiver or lessening of the parties' rights to negotiate medical, dental and vision insurance at the expiration of the Agreement.

27.5 Before changing or modifying benefit plans, the University's obligation to meet and confer with the AAUP-WSU already set forth in Section 27.1 further includes considering input from the AAUP-WSU representative on the University's medical insurance advisory group.

27.6 For Members with academic year appointments, placement in premium tier levels will be based upon the Member's nine-month salary (and not the annualized salary.)

27.7 The University will provide the AAUP-WSU with an electronic copy of the monthly report(s) from the University's benefits broker or consulting firm.

27.8 Over the term of this agreement, if the University decides to change or modify the benefit plan(s) consistent with Section 27.1, the University will not increase the Member's premiums or out-of-pocket maximums by more than 30% from their December 31, 2023 levels.

## **Article 28 – Life and Disability Insurance**

**28.1 Life Insurance.** For the duration of this Agreement, the University will provide, at no cost to the Member, term life insurance in an amount equal to 2.44 times the Member's annual base

salary for those Members with academic year appointments, and in an amount equal to 2.00 times the Member's annual base salary for those Members with fiscal year appointments, with a maximum limit of \$400,000 for all academic and fiscal Members.

28.2 Accidental Death and Dismemberment Insurance. For the duration of this Agreement, the University will provide, at no cost to the Member, accidental death and dismemberment insurance in an amount equal to 2.44 times the Member's annual base salary for those Members with academic year appointments, and in an amount equal to 2.00 times the Member's annual base salary for those Members with fiscal year appointments, with a maximum limit of \$400,000 for all academic and fiscal Members.

28.3 Long Term Disability Insurance. For the duration of this Agreement, the University will provide, with no premium contribution by the Member, long term disability insurance. This coverage pays a disability income benefit beginning after six months of total disability. The benefit amount is equal to 60 percent of a Member's monthly earnings (with a maximum benefit of \$10,000 per month) less any income benefits payable by STRS, Social Security, or Workers' Compensation. In addition, the plan contributes 10 percent of the Member's usual monthly earnings to a retirement annuity during each month the Member receives group disability benefits. The value of this annuity contract is payable on a lifetime income basis when monthly disability benefits cease or when disability ends.

## **Article 29 – Vacation and Sick Leave**

29.1 Vacation Eligibility and Accrual Rates. Members with fiscal year appointments earn vacation as follows:

Members with less than 25 years of service earn 14.67 hours of vacation per pay period, for a total of 22 days per year.

Members with 25 or more years of service earn 16.67 hours of vacation per pay period, for a total of 25 days per year.

Each August 31, all vacation balances in excess of 352 hours will be reduced to 352 hours.

29.2 Vacation Authorization and Records. Fiscal year Members must request vacation hours consistent with Section 7.10 from their Department Chairs and record all vacation hours used in a given month through completed Leave Reports in Wings Express. The Department Chair, or other immediate supervisor where appropriate, shall approve all such requests for vacation hours that do not conflict with a Member's assigned duties.

29.3 Payment for Unused Vacation.

29.3.1 When a fiscal year Member terminates employment with the University, the unused balance of the Member's vacation will be paid in cash, according to the following calculation:



Fiscal year salary ÷ 11 months = monthly salary

Monthly salary ÷ 21.667 days = daily pay

Daily pay ÷ 8 hours = hourly pay.

29.3.2 The maximum vacation payoff for a fiscal year Member is 30 days or 240 hours effective January 1, 2019.

29.3.3 A fiscal year Member who changes to an academic year appointment will be paid for accrued but unused vacation hours up to the maximum payout, within thirty days of the effective date of the change to the academic year appointment.

29.3.4 If the University closes for all of the business days between the paid holidays of Christmas and New Year's Day, Members with a fiscal appointment will receive two days of paid winter leave and will either work or use vacation hours for the other days. The University recognizes that Members may elect to work off campus during this period.

29.4 Sick Leave Accrual Rates. Members with fiscal appointments earn 10 hours (1.25 days) of sick leave per month. Academic year Members earn 45 hours (5.625 days) of sick leave for each of the Fall and Spring Semesters and an additional 30 hours (3.75 days) of sick leave when they teach full time (12 credit hours) during the Summer. For teaching less than 12 credit hours in the summer, sick leave is pro-rated (3 credit hours = 7.5 hours of sick leave; 4 credit hours = 10 hours of sick leave; 6 credit hours = 15 hours; etc.). Sick leave accumulates with no limit to the number of hours of sick leave which may be accrued by a Member. When on leave without pay pursuant to Section 31.7, Members do not accrue sick leave.

29.5 Legitimate Uses of Sick Leave. Sick leave is the authorized absence of a Member with pay because of personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or students; because of illness or injury of a Member of the employee's immediate family that requires the attendance of the employee; because of a death in the employee's immediate family; or because of medical, psychological, dental or optical examination of the employee or a member of the employee's immediate family that requires the attendance of the employee. Paid sick leave usage for the death of a member of the employee's immediate family is limited to five working days.

29.5.1 For purposes of authorizing sick leave, the University normally defines a Member's immediate family to include spouse, child, grandparent, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, legal ward, and legal guardian or person who stands in place of the parent.

29.6 Sick Leave Authorization and Use. Sick leave may be used during any period of time in which the Member is under contract to perform services for the University. During the summer a Member is required to use sick leave only during the terms when they are accruing sick leave pursuant to Section 29.4. Members shall report all uses of sick leave and shall supply to Human

Resources any reasonable documentation which may be required by the University, including verification from a licensed healthcare provider. The University has the right to require a second opinion to confirm the need for sick leave. If the University requires a second opinion, it will be at the expense of the University. While the Member's Department Chair and Dean must be notified of the Member's sick leave, such notification need not reveal the specific nature of the illness. When using sick leave days, the Member shall promptly notify their Department Chair and, whenever possible, advise of the estimated duration of absence. Members must record all sick leave hours used in a given month through completed Leave Reports in Wings Express.

29.7 Use of Sick Leave. Members and their Department Chairs and Deans will cooperate, as much as possible, to minimize disruptions of classes due to a Member's need for sick leave.

29.7.1 When a Member has reason to believe that they will need to miss classes due to illness, the Member will promptly notify their Department Chair.

29.7.2 When a Member must miss a class because of illness, they will make a good faith effort to (a) arrange for a colleague to teach the class or (b) provide an alternative learning experience for the students. As soon as possible, the Member will submit to the Chair a brief written description of arrangements made for all missed classes.

29.7.3 Members will make a good faith effort to schedule elective and non-emergency medical treatments so as to minimize disruption to their teaching assignments. When possible, they will schedule such events outside the academic year, during breaks, or at times so that the treatment and recovery period are confined to a single semester.

29.7.4 When a Member must miss a substantial portion of classes in a semester, the University and the AAUP-WSU recognize that the University may need to hire another Member or an adjunct faculty member to take over that Member's teaching. Both the Department Chair and the Member will make good faith efforts to minimize the amount of time the replacement faculty member is needed.

29.7.5 As early as possible, Members will notify their Department Chairs about their anticipated date of return from sick leave.

29.7.6 When a Member returns from sick leave during a semester when their classes have been assigned to another faculty member, the University will either (a) reassign the classes to the returning Member or (b) assign an alternative work assignment to the Member. Any such alternative work assignment shall be reasonably related to faculty duties, shall require an amount of effort that is comparable to the teaching assignments it replaces, and shall be given to the Member in writing.

29.7.7 Utilizing distance education, alternative scheduling, or other reasonable means, the University and individual Members will make a joint good-faith effort, when possible, to make adjustments to that person's workload in order to avoid their moving to unpaid status due to insufficient sick leave accrual. The University has no obligation to enter into arrangements that

may compromise instructional quality or impede curricular needs and no obligation to continue arrangements for more than one year.

29.8 Transfer of Accrued Sick Leave. When an individual enters the bargaining unit with prior service with another Ohio state agency, accrued sick leave officially certified by such agency will be accepted at Wright State, provided that the time between separation from such agency and entry into the bargaining unit does not exceed ten years. Transfers of accrued sick leave must be performed at the time of hire and entry into the bargaining unit.

29.9 Payment for Accrued Sick Leave.

29.9.1 Upon retirement after ten (10) years of state service in Ohio and in accordance with criteria established by the State Teachers Retirement System (STRS) or death after ten (10) years of state service in Ohio, the Member or their estate will receive cash payment for one-fourth of the value of all unused accrued sick leave, up to a maximum of 30 days (240 hours), based on the rate of compensation for that Member at the time of separation from the University. The formula to be used in the calculation of sick leave pay-out for fiscal year Members is the same as used for vacation pay-out as specified in Section 29.3.1. The formula to be used in the calculation of sick leave pay out for Members with academic year appointments is:

Academic year salary ÷ 9 months = monthly salary

Monthly salary ÷ 21.667 days = daily pay

Daily pay ÷ 8 hours = hourly pay

29.9.2 A retirement cash settlement for sick leave shall be made only once to any Member. A Member who returns to state service after retirement may accrue and use sick leave, but will not receive a cash settlement for unused sick leave at the time of any subsequent retirement.

**Article 30 – Professional and Pedagogical Development**

30.1 Professional Development Leaves (PDL) are granted to tenure-eligible and tenured faculty members for planned programs of education, research, study, pedagogical development, creative activity, travel, and other professional undertakings of importance to both the individual and the University. All PDL proposals should advance the academic qualifications of Members and enhance their contribution to the University as teachers and scholars, and cannot be used to work toward a terminal degree.

30.1.1 Pedagogical Development Course Releases (PDCR) are granted to NTE members with continuing appointments who wish to engage in course redesign using innovative pedagogies to enhance student learning and involve students in active learning. NTE Members may apply for Pedagogical Development Course Releases. Proposals should demonstrate how they will enhance student success as well as the contribution of the individual as a teacher.

30.1.2 “Academic year of service,” as used throughout Article 30, is defined as both Fall and Spring semesters of an academic year, beginning with the fall term of one calendar year and ending with the spring term of the following calendar year.

30.1.3 Eligibility for leaves and course releases under this Article are subject to the Member successfully fulfilling all relevant criteria in Article 7 and receiving a score of ‘expected merit’ or above on their three most recent Annual Evaluations.

### 30.2 TET Professional Development Leaves.

30.2.1 Eligibility. To be eligible for a Professional Development Leave (PDL), a Member must be tenured and have completed seven academic years of service as a full-time tenured or tenure-eligible faculty member at Wright State University. Members may apply in their seventh year of service for a PDL in the following year. A Member who has been granted a Professional Development Leave shall complete another seven academic years of service at Wright State University before becoming eligible for another grant of Professional Development Leave.

30.2.2 Tenured faculty who meet the requirements for eligibility set forth in Section 30.2.1 and who return to the bargaining unit after serving five or more years in an administrative position may, at the University’s discretion, be offered a semester of transition, with little or no teaching, in order to re-establish their research and to prepare for expanded teaching assignments. Returning Members are not obligated to accept such assignments. Such transition periods, when taken, are considered to be the same as PDLs pursuant to Section 30.2.1 but will not diminish the number of PDLs available pursuant to Section 30.2.4.

### 30.2.3 Period of Leave and Compensation.

30.2.3.1 The period of Professional Development Leave for the Member shall consist of one of the following:

- one semester leave at 100% of annual base salary, or
- two semesters leave at 66% of annual base academic salary (81% of annual base fiscal salary).

30.2.3.2 For Members with fiscal appointments, one semester leave is equal to four- and one-half months.

30.2.4 Number of Professional Development Leaves. Each year the University shall provide opportunity for a minimum of two Professional Development Leave semesters per College and no more than a number equal to twenty percent of the eligible Members in each College at the Provost’s discretion.

30.2.4.1 Normally, PDL semesters are awarded in one academic year and taken in the next.

30.2.4.2 When the approved PDL project involves an external appointment, collaboration, or other commitment that can only be accomplished if started before the next academic year or if continued into the following academic year, the University may (but is not obligated to) grant a leave semester that is before or after the normal academic year when they would be taken. Thus, a PDL approved in Fall 2019 could start as early as Spring 2020 or continue as late as Fall 2021. The decision whether to approve a PDL semester at alternative times is at the sole discretion of the University.

30.2.4.3 When a Member is offered a prestigious fellowship or other important opportunity that is only available at a time before the Member is eligible for a PDL, the University may (but is not obligated to) offer them a Special Fellowship Leave (SFL) for one or more years. This special leave is treated as though it were a PDL regarding salary and benefits, and the Member's eligibility for a subsequent PDL is adjusted to preserve the cycle of eligibility set forth in Section 30.2.1. Thus, if six years were completed between the last PDL and the last year of a SFL, then the Member must complete eight more years of service after the SFL is completed before being eligible for another PDL.

#### 30.2.5 Procedure for Application and Review.

30.2.5.1 Members seeking Professional Development Leave during the following academic year shall submit a leave proposal (5-page limit not including any supporting materials) and a current curriculum vitae to the Dean by October 15. The supporting materials may but need not include statements of support solicited by the applicant from the Department Chair, the Department Promotion & Tenure Committee, or other appropriate sources. The proposal should specify the project planned, the expected outcomes, the semester for which the leave is requested, any extramural funding expected or being solicited, and alternative plans if any anticipated funding (internal or external) is not received.

30.2.5.2 For each proposal, the Dean shall solicit a statement from the Chair indicating whether and how adequate coverage can be provided during the Member's absence.

30.2.5.3 The Dean shall initiate a review of all applications for Professional Development Leave by a college committee composed of Members in that college, which shall make two recommendations to the Dean, accompanied by an explanation for both: (1) an overall evaluation of the proposal's merits based on the criteria in Section 30.2.6.1 (high, medium, low, or unsatisfactory); (2) the number of semesters of PDL that should be awarded (zero or one) based on the criteria in Section 30.2.6.2.

30.2.5.4 After receiving recommendations from the faculty committee, the Dean will award Professional Development Leaves using only the criteria in Section 30.2.6. However, the Dean may turn down a request for a PDL because of (1) the Chair's statement about adequate coverage pursuant to Section 30.2.5.2 or (2) an insufficient number of PDL semesters allocated to the Dean's college pursuant to Section 30.2.4. In the event that (1) occurs, the Dean will send a written statement to the Member, the Member's Department Chair, and the AAUP-WSU.

30.2.5.4.1 No Member will be denied a Professional Development Leave in whole or in part, or an additional leave semester at reduced pay, based wholly on unavailable coverage two years in a row.

30.2.5.4.2 When the Dean agrees with the faculty committee that a proposal denied based on unavailable coverage was “high” in merit pursuant to Section 30.2.5.3, then that Member will automatically be awarded a PDL from the Dean’s available semesters when they submit essentially the same proposal for the following year.

30.2.5.5 Deans will forward to the Provost copies of all proposals received, the recommendation from the faculty committee for each, and correspondence sent to applicants awarding or denying PDL semesters.

### 30.2.6 Criteria for Granting Professional Development Leaves.

30.2.6.1 All recommendations and decisions regarding the merits of PDL proposals must be based upon the following criteria:

1. Value (or importance, or prestige) and scope of the anticipated outcome(s) as a scholarly product or to meet specific teaching or service needs of the department or college.
2. Documented preparation for the proposed project(s).
3. Applicant’s productivity (quality and quantity of teaching, scholarship and service), as reflected in the submitted curriculum vitae, proposal, and supporting documents. This productivity does not have to be in the same area as the PDL project, and credible proposals which would enable applicants to revitalize their scholarship deserve full consideration.
4. Anticipated outcomes and demonstrated results from past PDL(s).

If two or more proposals are found to be of equal merit, then preference shall be given to the Member(s) who has never taken Professional Development Leave at the University. If two or more applying Members have previously taken such leave, then preference shall be given to the Member(s) with the longer(est) period of University service since they last received such leave. If two or more applying Members have never taken such leave at the University, then preference shall be given to the Member(s) with the longer(est) period of University service as a tenured faculty member.

30.2.6.2 All recommendations and decisions regarding the number of semesters of PDL to be awarded should take into account not only the merits of a proposal based on the criteria above, but also the length of time that the proposed work should take. Thus, for example, a proposal may be rated very highly on all the criteria 1-4 above but entail work that should only require one semester to complete, in which case awarding a one-semester PDL would be appropriate.

30.2.7 College bylaws may provide further clarification of procedures for evaluation and transmittal of PDL proposals pursuant to Sections 30.2.5 and 30.2.6.

30.2.8 Except as set forth in Section 30.2.3, a Member's base salary and benefits shall not be increased or decreased due to a Professional Development Leave. Wright State University will provide base salary and benefits pursuant to the CBA, minus pay and benefits received from other sources. However, funds received from other sources that are used to offset additional travel, living and professional expenses directly associated with the PDL will not reduce the Member's salary paid by Wright State University. Eligibility for salary increases and promotion are also continued. A Member on leave shall not be required to participate in University activities and is normally not eligible to receive a stipend or overload pay. The provisions of Article 22 apply to Members on PDL, with "Outside Employment" referring to professional activities that are not directly associated with the PDL assignment. Income earned from such employment will not reduce the Member's salary paid by Wright State University.

30.2.9 By the end of the first academic semester following their return from a Professional Development Leave, Members are required to submit a report of their activities to the College Dean and to the University Provost.

30.2.10 Upon conclusion of a Professional Development Leave, Members are required to (a) serve the University for a minimum of one academic year or (b) reimburse the University the salary it paid to the Member during the PDL. Further, a Member who resigns from the university during their PDL, may be required to reimburse the University the salary and benefits paid to the Member during the PDL. Repayment of funds pursuant to this Section is at the discretion of the University.

### 30.3 NTE Professional Development Course Releases.

30.3.1 Eligibility. To be eligible for a PDCR, an NTE Member must have completed seven academic years of service as a full-time faculty member at Wright State University, which may include previous years of service on a fixed-term appointment. Members may apply in their seventh year of service for a PDCR in the following year.

30.3.2 Continued eligibility: Notwithstanding extraordinary circumstances, a minimum of seven academic years shall intervene between applications for PDCR.

30.3.3 Proposals can request either 1 or 2 course releases, based on the amount of work being proposed.

30.3.4 The University will provide up to ten course releases per academic year.

### 30.3.5 Procedure for Application and Review.

30.3.6 NTE Members seeking a Pedagogical Development Course Release(s) during the following academic year shall submit to the Department Chair by September 30 a leave proposal (5-page limit not including any supporting materials) and a current curriculum vitae. The proposal should address the following points:

- Description of the proposed project
- Statement of purpose of the proposed project emphasizing expected impact on student learning
- Core Element learning outcomes and innovation(s) to be addressed, as appropriate
- Assessment plan including direct and indirect measures of student learning and strategies for acting upon the findings and communicating the results to faculty
- The semester(s) for which the course release(s) is requested
- For previous recipients of a PDCR, a one-page summary of the outcomes from the previous award must be included

30.3.7 For each proposal, the Department Chair will provide a statement describing the potential value of the project outcome and the semester(s) when the Department can provide coverage for the Member's course release(s) and forward the proposal with this statement to the Dean by October 15.

30.3.7.1 The Dean may turn down a request for course releases (or may award fewer releases than otherwise merited) because of the Chair's statement about adequate coverage. In the event that occurs, the Dean will send a written statement to the Member, the Member's Department Chair, and the AAUP-WSU.

30.3.7.2 No Member will be denied a Pedagogical Course Release based wholly on unavailable coverage two years in a row.

30.3.8 The Dean will either support or deny each proposal, writing a brief statement that supports the proposal or explains the reason(s) for denying the proposal. If two or more proposals in the college are supported, the Dean will rank them in priority order.

30.3.9 By November 1 each Dean will forward to the Provost and to the AAUP-WSU all supported proposals in priority order, all denied proposals, and, the Chair and Dean statements. In the event that the total number of supported proposals can be awarded with the available course releases, then all supported proposals will be honored (and the Provost will so notify the Deans, who will in turn notify the applicants).

30.3.10 If there is an insufficient number of course releases available to honor all supported proposals, the Provost and the Faculty Senate will forward all the proposals to a six-member committee: three committee members from three different colleges will be selected by the Faculty Senate, and three committee members will be Department Chairs or Associate Deans selected by the University from the remaining three colleges. This committee will award course releases on a competitive basis using only the criteria in 30.3.11, and 30.3.12, but without changing the priority order set by the deans. Thus, for example, the committee will not award a course release(s) to an applicant ranked second in a dean's priority order while denying a release(s) to the applicant ranked first in that same college.



30.3.11 All recommendations and decisions regarding the merits of course release proposals must be based upon the following criteria.

- Value of the anticipated outcome(s) to the needs of the department or college,
- Documented preparation for the proposed project(s),
- Applicant's quality of teaching and service as reflected in the submitted curriculum vitae and proposal, and
- If applicable, demonstrated results from past PDCRs.

30.3.12 If two or more proposals are found to be of equal merit, then preference shall be given to the Member(s) who has never received a Pedagogical Development Course Release at the University. If two or more applying Members have previously taken such leave, then preference shall be given to the Member(s) with the longer(est) period of University service since they last received such leave. If two or more applying Members have never received a PDCR, then preference shall be given to the Member(s) with the longer(est) period of University service as a full-time faculty member.

30.3.13 All recommendations and decisions regarding the number of course releases to be awarded should take into account not only the merits of a proposal based on the criteria above, but also the length of time that the proposed work should take. Thus, for example, a proposal may be rated very highly on all the criteria 1-4 above but entail work that should only require one course release to complete, in which case awarding a single course release would be appropriate.

30.3.14 Upon conclusion of PDCR, members are required to submit a report to their Dean documenting the impact of the course release for enhancing student success. Further, upon request, members will also make a formal presentation of their report in a public forum at the University.

#### 30.4 Professional Development Funds

30.4.1 The purpose of the Professional Development Fund is to afford each Member the opportunity to improve scholarship (for TET) and teaching (TET and NTE) in pursuit of the goals of the university. Both the University and the AAUP-WSU recognize the importance of continuous improvement in the skills and accomplishments of the faculty in these areas.

30.4.2 During each fiscal year of this contract each college shall make available a sum of no less than \$1000 for each Member for professional development. Professional development expenses may include but are not limited to: travel, software, hardware, books, journals, and supplies that directly support the teaching or research of the Member. This fund is not to be used for professional memberships unless such are needed in order to obtain publications not otherwise readily available. This fund shall not be used either to supplant routine computer hardware replacements or to obtain software for which the University purchases a site license. It may be used to replace hardware more frequently than the usual scheduled replacement cycle or to

upgrade existing hardware. All property purchased with such professional development funds belongs to the University.

30.4.3 Unused funds shall be carried forward from one year to the next, up to a maximum of \$2,500.

30.4.4 Disbursements from these funds must be approved, in advance, by the Member's Dean or designee. To request funds, a Member must submit to their Department Chair a written request that includes a statement describing how the requested travel or materials will enhance the Member's teaching (for TET and NTE) or contribute to scholarly productivity (for TET).

30.4.5 The impact or result of professional development funding should be reflected in each Member's annual faculty activity report.

30.4.6 Deans are not required to disburse faculty development funds to Members with a continuing pattern of poor performance, to Members who have not reasonably demonstrated productive use of past funds, or to Members whose requests do not show a direct relationship between the requested expenditure and their teaching or research that might reasonably lead to grants, publications, or other scholarly productivity.

30.4.7 Decisions will be reviewed by a provost or designee for consistency.

30.4.8 Nothing in this Article precludes Deans and/or Department Chairs from providing additional funds for travel or to support other professional development activities or needs.

30.4.9 The University will respond to requested access to Professional Development Funds with reasonable timeliness (usually within 30 days of request being entered into the system of record for such expenditures).

## **Article 31 – Leaves**

**31.1 General.** In addition to Professional Development Leaves pursuant to Article 30 and Sick Leave pursuant to Article 29 of this Agreement, a Member may be granted Family and Medical Leave (FMLA), child care leave, disability leave, court leave, military leave, or leave without pay in accordance with provisions in Article 31. A Member's application for any such leaves shall be submitted within scheduled deadlines established by this Agreement, if such deadlines exist. If deadlines do not exist, an application may be filed at any time. Applications for leave shall be supported by all appropriate documentation, except as specified by the FMLA.

**31.2 Family and Medical Leave.** Eligible Members shall be granted a leave of absence, pursuant to the terms and conditions of the Family and Medical Leave Act (FMLA).

31.2.1 A Member shall provide notice sufficient to make the University aware that the Member needs FMLA-qualifying leave; and the anticipated timing and duration of the leave. Where the need for leave is foreseeable, the Member must provide 30 days advance notice. If 30 days advance notice is not possible, notice must be given as soon as practicable. A "rolling" twelve-

month period measured retrospectively from the date a Member uses any FMLA leave shall be used to determine the “twelve-month period” in which the twelve weeks of FMLA leave entitlement occurs.

31.2.2 Family and Medical Leave may be used on a continuous basis, an intermittent basis, or as a reduced work schedule. Approval of a request for Family and Medical Leave is made by Human Resources following a submission of a Family and Medical Leave request form through the Member’s Department Chair.

31.2.3 Family and Medical Leave is unpaid unless the Member has accrued sick leave and/or vacation hours. Those hours will run concurrently with the Family and Medical Leave on a continuous basis at the beginning of a Family and Medical Leave.

31.2.4 During a period of unpaid Family and Medical Leave, a Member will be eligible to continue benefits pursuant to 31.9.

31.2.5 A Member’s rights under the FMLA, including the right to reinstatement, end when the portion of the Member’s leave covered by the FMLA expires. Unless specified otherwise in writing, the employee’s FMLA leave expires after a maximum of twelve (12) weeks of leave, starting with the first day of the qualifying absence.

31.3 Child Care Leave. Child care leave may be granted to the individuals listed in 31.3.1, 31.3.2 or 31.3.3 for the periods of time specified, to begin once available FMLA leave is exhausted. During a period of unpaid Child Care Leave, a Members will be eligible to continue benefits pursuant to 31.9.

31.3.1 Biological Mother: Once a Member is certified by their physician or attending medical personnel to be medically capable of resuming their normal duties after giving birth, they will be entitled to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

31.3.2 Biological Father: A male Member, upon birth of his child, is entitled to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

31.3.3 Adoptive and Foster Parents: A Member is entitled, upon the adoption of a child or arrival of a foster child, to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

31.4 Disability Leave. A disability leave is defined as an unpaid leave granted or required by the University for medical reasons and it runs concurrently with Family and Medical Leave and any applicable sick and/or vacation leave. A maternity leave is a disability leave and is subject to the same rules that govern all other disability leaves. A Member may be granted disability leave for

up to six (6) months and may be extended by increments of up to six months to a total of one (1) year maximum leave. During a period of unpaid Disability Leave, a Member will be eligible to continue benefits pursuant to 31.9.

31.5 Court Leave. Members will be granted court leave with pay if summoned for jury duty by any court of competent jurisdiction or if subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the Member is not a party to the action (e.g., plaintiff or defendant). Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena is not required to be remitted to the University.

31.6 Military Leave. The University agrees to comply with applicable federal and state laws regarding military leave.

31.7 Leave Without Pay. Leave without pay may be granted for personal or educational reasons when the Member and the University agree that the leave will enhance the Member's value to the University, and when the University can make temporary arrangements to cover the assignments ordinarily performed by that Member. Application for a leave without pay shall be made as soon as reasonably possible. During a period of Leave Without Pay, a Member will be eligible to continue benefits pursuant to 31.9.1.

31.7.1 Personal leave without pay may be granted for a maximum duration of six (6) months and may not be renewed or extended.

31.7.2 Educational leave without pay may be granted for a period of up to one year for purposes of education professionally-related activities (NTE Members) or visiting professorship (TET Members) and may be extended by increment(s) of up to one year for a total period not exceeding two (2) years.

31.8 Partial Unpaid Leave. The University may grant a Partial Unpaid Leave to a TET tenured Member or a continuing NTE Member for personal or professional reasons. The University is under no obligation to offer a Partial Unpaid Leave to a Member, however, and no Member is obligated to accept such a leave if offered.

31.8.1 Partial Unpaid Leaves may be granted for a maximum duration of two (2) years and may be extended by increments of up to two years for a total period not exceeding six (6) years. The dates for the leave must be set forth in a written agreement signed by the Member and their Dean. A copy of the agreement will be sent to the AAUP-WSU and to the Provost.

31.8.2 While on a Partial Unpaid Leave, the Member will assume a work assignment that is half of a normal work assignment for a Member in the Member's rank, department and discipline. This work assignment includes teaching, scholarship, and service, each of which will be equivalent to 50 percent of a normal assignment for that Member.

31.8.3 The Member on a Partial Unpaid Leave will earn a salary equal to 50% of the Member's current base salary.

31.8.4 All benefits provided by the University shall remain current and in full force throughout the Partial Unpaid Leave and will continue to be based on the Member's current base salary.

31.8.5 Criteria for annual evaluation that are expressed quantitatively shall be pro-rated, usually by requiring half the quantity or allowing twice the time, or some combination of these methods. The Department Chair's evaluation should include a description of the method(s) of prorating that were used.

31.8.6 Criteria for promotion to the next rank that specify a certain rate of performance in a specified number of years will be pro-rated.

31.8.7 Service requirements for Professional Development Leaves (TET Members) will be pro-rated such that each semester on Partial Unpaid Leave shall count for one quarter (25%) of an academic year of service. Members are not eligible to apply for or take Professional Development Leave while on Partial Unpaid Leave.

31.8.8 Members with academic year appointments shall be eligible for summer teaching pursuant to Section 26.1.1, except they will be assured an opportunity to teach only one course of at least three semester hours each summer.

### 31.9 Continuation of Benefits.

31.9.1 In instances of unpaid leave pursuant to 31.2, 31.3 and 31.4, a Member who has medical, dental, vision, supplemental life, short-term disability coverages and/or a flexible spending account is eligible to continue these coverages provided the Member continues to pay the employee contributions for such coverages. However, during the period of unpaid leave, the University will not pay salary or wages, holiday, winter or other paid leaves, or university closure pay, or contribute toward retirement benefits or a health savings account, or provide for the accumulation of sick leave or vacation hours.

31.9.2 In instances of unpaid leave pursuant to 31.7, a Member who has medical, dental, vision, supplemental life, short-term disability coverages and/or a flexible spending account is eligible to continue these coverages provided the Member pays the full cost for such coverages. Additionally, during the period of unpaid leave, the University will not pay salary or wages, holiday, winter or other paid leaves, or university closure pay or contribute toward retirement benefits or a health savings account or provide for the accumulation of sick leave or vacation hours.

## **Article 32 – Other Benefits**

### **32.1 Tuition and Fee Remission.**

32.1.1 This benefit consists of a waiver of the instructional fee, general fee, and out-of-state tuition for Members taking courses at the University, and a waiver of 80% of the instructional fee, general fee, and out-of-state tuition for their spouses and eligible dependents taking courses at the University. This benefit does not apply to high school students participating in the Dual Enrollment Program.

32.1.2 Eligibility for Tuition and Fee Remission Benefits. Eligibility is determined by the status of the Member on the first day of the applicable term. The following individuals are eligible for these benefits:

- Members.
- Spouse, or dependents of an eligible Member. A dependent is a son, stepson, daughter, or stepdaughter of the Member as defined in the Internal Revenue Code, who is eligible to be claimed as a dependent on the Member's federal income tax return up to the maximum age limits as provided for a qualified child.
- Retirees, including those on disability retirement, who have ten years of Wright State University service, and who were eligible at the time of their retirement, and their spouses, and dependents.
- Spouses, domestic partners and dependents of Members who were eligible at the time of their deaths or spouses, and dependents of eligible Members on disability leave. Such eligibility for dependents expires at the time their dependent status would have expired.
- Members on disability leave pursuant to Section 31.4.

### **32.1.3 Limitations on Tuition and Fee Remission Benefits.**

32.1.3.1 A Member is limited to maximum benefits equal to the instructional fee, general fee and out-of-state tuition for a maximum of eight (8) credit hours per semester. For the purpose of Member fee remission, there are three semesters per year: fall, spring, and summer. Spouses, and dependents of the eligible Member, retirees, and Members on disability leave are not subject to these limitations.

32.1.3.2 Benefits for credit-hour courses for a Member apply only to courses included in regular undergraduate and graduate level programs, and do not apply to courses in Medicine and Professional Psychology. Benefits for credit-hour courses for an individual other than a Member apply only to courses included in regular undergraduate and master's level programs.

32.1.3.3 Except for certain restricted offerings, an eligible Member may have 100% of the fee for noncredit courses or workshops remitted if the enrollment is approved by the Member's Chair as being beneficial for the training of the Member.

32.1.3.4 The fee remission benefit for eligible Members covers audited courses as well as courses for academic credit.

32.1.3.5 A fee remission for noncredit courses or workshops is not available for spouses and dependents of the Member or for retirees.

32.2 Employee Assistance Program. The University will provide members of the household of eligible Members, and dependents of an eligible Member who are eligible for group health insurance coverage, an Employee Assistance Program that provides short-term problem-focused counseling to deal with a variety of personal and work-related problems. This program shall be provided at no cost to the Member.

32.3 Flexible Spending Accounts.

32.3.1 The University will offer flexible spending accounts for health and dependent care to eligible Members.

32.3.2 The health care account is used for pre-tax reimbursement of medical, dental and vision care costs that are not reimbursed by an insurance plan. The minimum contribution is \$10/month; the maximum contribution is the maximum allowed by law. Members who have health account funds that are not spent in one calendar year may carry over amounts as permitted by the IRS.

32.3.3 The dependent care account is used for pre-tax reimbursement of dependent care expenses including the cost of care in a licensed day care center, preschool tuition, and care provided in or outside the employee's home. The minimum contribution is \$10/month; the maximum is the maximum allowable by law.

32.4 Parking. Members shall pay for parking at the same rates as other University employees.

32.5 Teaching Relief.

32.5.1 So that they will have time to care for a newborn or newly-adopted child under the age of six, eligible Members may choose to take either one full semester with no teaching responsibilities or two semesters with 50% of that Member's customary teaching load without loss of pay. If the Member's teaching load is an uneven number of courses per academic year, the total reduction in teaching responsibilities will equal the smaller number of classes. Thus, a Member with a customary teaching load of five courses per year will have a total reduction in teaching responsibilities of two courses. Teaching relief semesters must be started within one year of the birth or adoption.

32.5.2 To be eligible for teaching relief, the Member must, during the teaching relief semester(s), be the primary caretaker of their newborn or newly adopted child under six for at least 25 hours per week, from Monday through Friday, between the hours of 8 a.m. and 10 p.m.

32.5.3 Parental Teaching Relief will be granted if requested by a Member who meets the requirements for eligibility. Requests must be submitted to the Provost, with a copy sent to AAUP-WSU, as much in advance as is reasonably possible. Requests must include a signed statement that the individual will satisfy the requirement for eligibility, as defined in Section 32.5.1 and also an anticipated schedule of times when the Member will be the primary caretaker of the child.

32.5.4 Annual Evaluation. All Members who have a newly born or adopted child under the age of six may, upon request, receive the average evaluation score in their department for annual evaluation in the year in which the child was born or adopted, or in one of the following two years. Thus, a Member with a child born or adopted in 2019 has the option of receiving an average evaluation score for 2019, 2020, or 2021. The request must be made no later than December 31 of the year for which the average evaluation score is requested.

32.5.5 When preparing teaching schedules and other assignments, Department Chairs and Deans are encouraged to consider the childcare responsibilities of Members with children under the age of six. Members' schedule requests will be considered but cannot be guaranteed, and reasonable adjustments to accommodate their parenting responsibilities shall not be construed as preferential treatment of those Members.

32.5.6 Members may apply to their Dean for support to maintain their laboratory operations or other ongoing professional commitments during the year following the birth or adoption of a child under six.

32.5.7 Additional provisions in this Agreement to assist parents of newborn or newly adopted children include--

- sick leave and FMLA (Article 29 and Sections 31.2-31.2.5),
- unpaid child care leave (Sections 31.3-31.3.3),
- partial unpaid leave (Section 31.8), and
- probationary period extensions (Section 13.12.4 and subsections).

### 32.6 Adoption Assistance.

32.6.1 The university will reimburse Members up to \$4,000 per child for eligible adoption related expenses upon placement of a minor child in the Member's home. If two adopting parents of the same adopted child are both eligible for adoption assistance, the total maximum benefit amount for that adoption is \$4,000.

32.6.2 Eligible adoptions:

- Adopted children must be under the age of 18.
- The children may be biologically related to either parent.



- Adoptions made through public, private, domestic, international, and independent means are eligible.

### 32.6.3 Eligible Expenses:

- Agency and placement fees
- Legal fees and court costs
- Required medical expenses for the child prior to adoption (including immunizations)
- Immigration fees
- Translation services
- Transportation and lodging expenses

The following expenses are not eligible:

- Medical examination fees for the adopting parents
- Cost of personal items such as clothing and food for either the parents or the child
- Expenses incurred prior to eligibility for the program.

32.6.4 To receive adoption assistance a Member must fill out an application for adoption assistance and turn it into Human Resources. (Adoption benefits may carry tax implications so Members are encouraged to consult their tax advisor.)

32.7 Should the University provide programming, discounts or incentives related to Wellness and Fitness to its represented or non-represented employees, any such program, discount or incentive shall accrue to Members that are assigned to that campus on the same basis.

## **Article 33 – Dues Check-Off**

33.1 The regular AAUP-WSU dues shall be established under the terms of the AAUP-WSU Constitution and Bylaws and certified to the University by the AAUP-WSU. Upon written authorization of payroll deductions, the University shall deduct AAUP-WSU dues from the paychecks of all bargaining unit faculty who are members of the AAUP-WSU in equal increments, and transmit the amount deducted to the AAUP-WSU.

33.1.1 The AAUP-WSU will provide to the University the following information in writing at least sixty (60) calendar days before the date of the payroll when the change takes effect:

- Changes to the rates (percentages) to be deducted for member dues.

33.2 The University will make every effort to forward checked-off dues to the AAUP-WSU one week following the end of the month. Each month, a report will be sent to AAUP-WSU documenting the Members from whom dues were deducted and the amount of that deduction. The University shall levy no charge upon the AAUP-WSU for administering the payroll deduction.

33.3 The AAUP-WSU 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.

33.4 Members who are members of AAUP-WSU shall have no dues or other fees deducted during the first sixty (60) days after the effective date of appointment to a bargaining unit position.

33.5 This Article is in all respects subject to O.R.C. Section 4117.09, including the rebate procedure and objector provisions thereunder.

### **Article 34 – Retirement**

34.1 An eligible Member as defined by the Wright State University Alternative Retirement Plan may elect at any time within their 120-day election period to participate in the Wright State University Alternative Retirement Program (ARP) instead of the retirement program offered by the State Teachers Retirement System of Ohio (STRS). Eligible Members may elect to participate in the ARP using any of the carriers approved by the Ohio Department of Insurance who have been authorized by the Wright State University Board of Trustees. The University contribution to the ARP on behalf of a Member shall be the greater of 1) the University contribution to the ARP for non- Members, or 2) the University contribution to STRS for Members, less any mandatory contribution to STRS required of the University by Ohio Revised Code Chapter 3305 or other applicable law. The University will notify AAUP-WSU of any increases or decreases in the mandatory contributions to STRS.

34.2 Members who are not eligible to elect an ARP or who elect the State Teachers Retirement System of Ohio (STRS) for their retirement program will be enrolled in STRS as required by the Ohio Revised Code. Employee contributions to STRS will be deducted from the Member's pay on a pre-tax basis.

### **Article 35 – Emeritus Faculty**

35.1 The Emeritus title recognizes past contributions to the community of scholars at Wright State University and confers on the recipient the rights and privileges of other members of the community of scholars at Wright State University, subject to the limitation of the right to vote and the right to hold elective office, and is conferred as a lifetime status. Insofar as it is possible, and subject to fiscal considerations, the University will extend courtesies and services to Emeritus faculty that facilitate their continuing contributions to the academic life at Wright State University.

35.2 Members who have served as full-time faculty ten or more years at Wright State University will be granted the Emeritus title upon retirement and upon written request by the Member to the Provost except when (a) the Member has been terminated or suspended without pay pursuant to Article 15, or (b) the Member has separated from the University under duress, threat of discipline or impending discipline, or (c) the AAUP-WSU and the University agree that the

Member's documented behavior has been sufficiently unprofessional to make granting an emeritus title inappropriate.

35.3 Members who (a) resign after serving as full-time members of the faculty for twenty or more years or (b) retire after serving as full-time members of the faculty for five or more years, but less than ten years, may request consideration for the Emeritus title through the process of a petition to the Provost through the Member's own administrative unit. In order to be considered for the Emeritus title, the petition of a Member must be supported by the Dean of the College or School in which the Member holds their primary appointment.

35.4 The criteria and procedures for awarding the Emeritus title to a deceased Member are the same as set forth in Section 35.2 except the process may be initiated by a Department Chair or Dean.

### **Article 36 – Separability; Entire Agreement**

36.1 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. In such an event, upon request of either party, the parties shall meet. If replacement language is necessary as a substitute for the invalidated provision(s), the parties shall negotiate such replacement language.

36.2 The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

36.3 This Agreement sets forth the entire agreement of the parties. All prior agreements, including MOUs, are superseded and nullified to the extent not expressly incorporated herein.

The parties also agree that the MoU dated November 22, 2022 that references the SoPP titles and P&T Criteria will be included in the CBA as an Appendix until such time as it is superseded by the bylaws.

### **Article 37 – No Strike / No Lockout**

37.1 The AAUP-WSU and its officials will not cause, support, or condone, nor shall any Member or Members take part in any strike, sympathy strike, slowdown or work stoppage of any kind during this Agreement.

37.2 The University shall not conduct a lockout of Members during this Agreement.

37.3 Any Member who engages in any activity in violation of Article 37.1 during this Agreement shall be subject to discipline up to and including dismissal, as provided for in Articles 14 and 15.

### **Article 38 – Amendments**

38.1 The terms of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

38.2 Notwithstanding 38.1, this Agreement may be superseded by state and/or federal law. In the event a state or federal law is enacted during the term of this Agreement that affects one or more provision(s) of this Agreement, the parties agree to meet as soon as practicable, but no later than thirty (30) days, after the law is enacted. This meeting will be for the purpose of determining those areas of this Agreement that must be altered, changed, added to, deleted from or modified to bring this Agreement into compliance with the law. If applicable, the parties will work in good faith to negotiate new language in that provision to bring the Agreement into alignment with the law.

### **Article 39 – Agreement Duration**

39.1 This Agreement, dated July 1, 2023 - June 30 2026, shall be effective upon execution and expire on June 30, 2026.

39.2 The parties agree to begin negotiations for a successor agreement no later than January 2026.

39.3 The parties agree that if it is necessary to go to fact finding for a successor agreement, the time for fact finding will be extended such that the fact finder's report will not be submitted to the parties prior to September 7, 2026. This extension does not take effect until after appointment of the fact finder pursuant to Ohio Revised Code Section 4117.14.

## Appendix A – NTE Promotion Schedule and Documents

### *NTE – Promotion Schedule for 2023-2024*

October 6, 2023 (Fri)	Deadline for candidate to initiate the promotion process by submitting to the Department Chair (Dean for candidates at the Lake Campus) the complete Promotion Document (Section 13.4.1.1)
October 27, 2023 (Fri)	Deadline for the Department Chair to (1) review the Promotion Document, (2) add a letter recommending for or against the promotion to the candidate's Promotion File, (3) give a copy of the letter to the candidate, and (4) transmit the Promotion File to the Dean (not applicable for candidates at the Lake Campus)
November 14, 2023 (Tue)	Deadline for candidate to submit to the Dean a rebuttal to the Department Chair's letter (Section 13.4.4.2) (not applicable for candidates at the Lake Campus)
January 12, 2024 (Fri)	Deadline for College Senior Lecturer (Clinical Assistant Professor) Promotion Committee to complete its review of each Promotion File and add its written recommendation to the Promotion File
January 19, 2024 (Fri)	Deadline for the Dean to (1) notify the candidate in writing of the recommendation and vote of the College Senior Lecturer (Clinical Assistant Professor) Promotion Committee, and (2) provide a copy of the College Committee's written recommendation to the candidate
February 5, 2024 (Mon)	Deadline for candidate to submit to the Dean a rebuttal to the College Committee's written recommendation
February 16, 2024 (Fri)	Deadline for the Dean to (1) review the Promotion File, (2) add a letter recommending for or against the promotion to the candidate's Promotion File, (3) give a copy of the letter to the candidate, and (4) transmit the Promotion File to the Provost
March 11, 2024 (Mon)	Deadline for candidate to submit to the Provost a rebuttal to the Dean's letter
March 25, 2024 (Mon)	Deadline for the Provost to (1) review the Promotion File, (2) add a statement to the Promotion File recommending for or against the promotion, (3) give a copy of the statement to the candidate, and (4) forward the Promotion File to the University President for consideration and recommendation to the Board of Trustees. If the Provost disagrees with the Dean's recommendation, they will, as part of (2) and (3), add a written explanation to the Promotion File and promptly send a copy to the candidate.
April 1, 2024 (Mon)	Deadline for candidate to notify the University President and the AAUP-WSU Grievance Officer of their intent to file an appeal
April 8, 2024 (Mon)	Deadline for candidate to submit an appeal and supporting documentation to the University President and the AAUP-WSU Grievance Officer
TBD	President presents candidates who have not filed an appeal to Board of Trustees for approval

**NTE – Promotion Schedule for 2024-2025**

October 4, 2024 (Fri)	Deadline for candidate to initiate the promotion process by submitting to the Department Chair (Dean for candidates at the Lake Campus) the complete Promotion Document
October 25, 2024 (Fri)	Deadline for the Department Chair to (1) review the Promotion Document, (2) add a letter recommending for or against the promotion to the candidate’s Promotion File, (3) give a copy of the letter to the candidate, and (4) transmit the Promotion File to the Dean (not applicable for candidates at the Lake Campus)
November 12, 2024 (Tue)	Deadline for candidate to submit to the Dean a rebuttal to the Department Chair’s letter (not applicable for candidates at the Lake Campus)
January 10, 2025 (Fri)	Deadline for College Senior Lecturer (Clinical Assistant Professor) Promotion Committee to complete its review of each Promotion File and add its written recommendation to the Promotion File
January 17, 2025 (Fri)	Deadline for the Dean to (1) notify the candidate in writing of the recommendation and vote of the College Senior Lecturer (Clinical Assistant Professor) Promotion Committee, and (2) provide a copy of the College Committee’s written recommendation to the candidate
February 3, 2025 (Mon)	Deadline for candidate to submit to the Dean a rebuttal to the College Committee’s written recommendation
February 14, 2025 (Fri)	Deadline for the Dean to (1) review the Promotion File, (2) add a letter recommending for or against the promotion to the candidate’s Promotion File, (3) give a copy of the letter to the candidate, and (4) transmit the Promotion File to the Provost
March 10, 2025 (Mon)	Deadline for candidate to submit to the Provost a rebuttal to the Dean’s letter
March 24, 2025 (Mon)	Deadline for the Provost to (1) review the Promotion File, (2) add a statement to the Promotion File recommending for or against the promotion, (3) give a copy of the statement to the candidate, and (4) forward the Promotion File to the University President for consideration and recommendation to the Board of Trustees. If the Provost disagrees with the Dean’s recommendation, they will, as part of (2) and (3), add a written explanation to the Promotion File and promptly send a copy to the candidate.
March 31, 2025 (Mon)	Deadline for candidate to notify the University President and the AAUP-WSU Grievance Officer of their intent to file an appeal
April 7, 2025 (Mon)	Deadline for candidate to submit an appeal and supporting documentation to the University President and the AAUP-WSU Grievance Officer
TBD	President presents candidates who have not filed an appeal to Board of Trustees for approval

***NTE – Promotion Schedule for 2025-2026***

October 3, 2025 (Fri)	Deadline for candidate to initiate the promotion process by submitting to the Department Chair (Dean for candidates at the Lake Campus) the complete Promotion Document
October 24, 2025 (Fri)	Deadline for the Department Chair to (1) review the Promotion Document, (2) add a letter recommending for or against the promotion to the candidate’s Promotion File, (3) give a copy of the letter to the candidate, and (4) transmit the Promotion File to the Dean (not applicable for candidates at the Lake Campus)
November 12, 2025 (Wed)	Deadline for candidate to submit to the Dean a rebuttal to the Department Chair’s letter (not applicable for candidates at the Lake Campus)
January 9, 2026 (Fri)	Deadline for College Senior Lecturer (Clinical Assistant Professor) Promotion Committee to complete its review of each Promotion File and add its written recommendation to the Promotion File
January 16, 2026 (Fri)	Deadline for the Dean to (1) notify the candidate in writing of the recommendation and vote of the College Senior Lecturer (Clinical Assistant Professor) Promotion Committee, and (2) provide a copy of the College Committee’s written recommendation to the candidate
February 2, 2026 (Mon)	Deadline for candidate to submit to the Dean a rebuttal to the College Committee’s written recommendation
February 13, 2026 (Fri)	Deadline for the Dean to (1) review the Promotion File, (2) add a letter recommending for or against the promotion to the candidate’s Promotion File, (3) give a copy of the letter to the candidate, and (4) transmit the Promotion File to the Provost
March 9, 2026 (Mon)	Deadline for candidate to submit to the Provost a rebuttal to the Dean’s letter
March 23, 2026 (Mon)	Deadline for the Provost to (1) review the Promotion File, (2) add a statement to the Promotion File recommending for or against the promotion, (3) give a copy of the statement to the candidate, and (4) forward the Promotion File to the University President for consideration and recommendation to the Board of Trustees. If the Provost disagrees with the Dean’s recommendation, they will, as part of (2) and (3), add a written explanation to the Promotion File and promptly send a copy to the candidate.
March 30, 2026 (Mon)	Deadline for candidate to notify the University President and the AAUP-WSU Grievance Officer of their intent to file an appeal
April 6, 2026 (Mon)	Deadline for candidate to submit an appeal and supporting documentation to the University President and the AAUP-WSU Grievance Officer
TBD	President presents candidates who have not filed an appeal to Board of Trustees for approval

**NTE – Candidate Review Statement**

The Candidate Review Statement specifies items to be included in the Promotion Document.

Name of Candidate: \_\_\_\_\_

Department and College: \_\_\_\_\_

I hereby submit these materials as my Promotion Document in support of my candidacy for Senior Lecturer/Clinical Assistant Professor. My Promotion Document consists of the following:

1. The candidate review statement [Appendix A]
2. Annual performance evaluations for at least the six most recent years
3. Evidence of sustained outstanding performance in teaching\*
  - a. Peer evaluations of teaching (two in a given academic year) for at least two of the four most recent academic years, pursuant to Section 13.4.2.3
  - b. A summary of all required student evaluations of teaching during the past six years
  - c. List of 15 or more positive teaching-related activities from the list in Section 13.4.1.1 3(c)
  - d. Other evidence of outstanding teaching (optional)
4. Evidence of sustained outstanding performance in service\*
  - a. List of significant service activities from the list in Section 11.6.2.2
  - b. List and description of major initiatives (Section 13.7.3)
  - c. List and description of significant leadership contributions (Section N13.7.3)
  - d. Other evidence of outstanding service and leadership (optional)

\*The evidence of sustained outstanding performance in teaching and service (items 3 & 4 above) may, together, total no more than 25 pages (Section 13.4.1.1)

\_\_\_\_\_  
Signature of Candidate

\_\_\_\_\_  
Date



***NTE – Record of Promotion Votes and Recommendations***

Name of Candidate: \_\_\_\_\_

Department and College: \_\_\_\_\_

Rank: \_\_\_\_\_

Date Appointed to Rank: \_\_\_\_\_

Type of Action: \_\_\_\_\_ Promotion to the rank of Senior Lecturer

\_\_\_\_\_ Promotion to the rank of Clinical Assistant Professor

<b><u>Record of Actions</u></b>	<b><u>Recommendation</u></b>	
	Yes	No
Department Chair		
College Committee		
Dean		
Provost		

<b><u>Vote</u></b>	
Yes	No

**COLLEGE COMMITTEE**

Name

Name

Name

Name

Name

## **Appendix B – TET Promotion and Tenure Schedules and Documents**

### ***TET – Promotion and Tenure Schedule for 2023-2024***

March 13, 2023 (Mon)	Deadline for candidate to initiate promotion and tenure process via a written request to the Department Chair, with a copy to the Department Promotion & Tenure Committee, and to submit suggested names of external reviewers to the chair of the Department Promotion & Tenure Committee (Sections 13.20.2 and 13.20.3)
April 10, 2023 (Mon)	Deadline for candidate to submit materials to be sent to the outside reviewers (Section 13.20.3.1)
August 14, 2023 (Mon)	Deadline for Department Promotion & Tenure Committee to send out request letters soliciting external review (Section 13.20.3.2)
September 5, 2023 (Tue)	Deadline for candidate to submit to the Department Chair the complete Promotion & Tenure document and all materials described in Section 13.18 and subsections (Section 13.20.4)
October 13, 2023 (Fri)	Deadline for Department Promotion & Tenure Committee and Department Chair to complete review of promotion and tenure document for all candidates, for the Department Promotion & Tenure Committee’s recommendation and the Department Chair’s letter to be added to each candidate’s file, and for the Department Chair to notify each candidate of these additions (Section 13.20.6.1)
November 8, 2023 (Wed)	Deadline for candidate to submit a rebuttal (Section 13.20.7)
November 13, 2023 (Mon)	Deadline for Department Chair to submit promotion and tenure files to the Dean (Section 13.20.7.1)
January 19, 2024 (Fri)	Deadline for College Promotion & Tenure Committee and Dean to complete review of all promotion and tenure files, for the College Committee’s recommendation and the Dean’s letter to be added to each file, and for the Dean to notify each candidate of these additions (Section 13.20.9.1)
February 5, 2024 (Mon)	Deadline for candidate to submit a rebuttal (Section 13.20.10)
February 9, 2024 (Wed)	Deadline for Dean to submit promotion and tenure files to the Provost (Section 13.20.10.1)
February 20, 2024 (Tues)	Meeting of the University Promotion & Tenure Committee
February 26, 2024 (Mon)	Deadline for the Provost to provide written notification to candidates of the decision and vote of the University Promotion & Tenure Committee (Section 13.20.11.3)
March 8, 2024 (Fri)	Deadline for candidate to notify the Provost and the AAUP-WSU of intent to file an appeal (Section 13.21.1)
March 22, 2024 (Fri)	Deadline for candidate to submit an appeal and supporting documentation (Section 13.21.1)
TBD	President presents candidates to Board of Trustees for approval

**TET – Promotion and Tenure Schedule for 2024-2025**

March 11, 2024 (Mon)	Deadline for candidate to initiate promotion and tenure process via a written request to the Department Chair, with a copy to the Department Promotion & Tenure Committee, and to submit suggested names of external reviewers to the chair of the Department Promotion & Tenure Committee
April 8, 2024 (Mon)	Deadline for candidate to submit materials to be sent to the outside reviewers
August 14, 2024 (Mon)	Deadline for Department Promotion & Tenure Committee to send out request letters soliciting external review
September 3, 2024 (Tue)	Deadline for candidate to submit to the Department Chair the complete Promotion & Tenure document and all materials described in Terms and Conditions
October 11, 2024 (Fri)	Deadline for Department Promotion & Tenure Committee and Department Chair to complete review of promotion and tenure document for all candidates, for the Department Promotion & Tenure Committee’s recommendation and the Department Chair’s letter to be added to each candidate’s file, and for the Department Chair to notify each candidate of these additions
October 30, 2024 (Wed)	Deadline for candidate to submit a rebuttal
November 12, 2024 (Tue)	Deadline for Department Chair to submit promotion and tenure files to the Dean
January 17, 2025 (Fri)	Deadline for College Promotion & Tenure Committee and Dean to complete review of all promotion and tenure files, for the College Committee’s recommendation and the Dean’s letter to be added to each file, and for the Dean to notify each candidate of these additions
February 3, 2025 (Mon)	Deadline for candidate to submit a rebuttal
February 7, 2025 (Fri)	Deadline for Dean to submit promotion and tenure files to the Provost
February 18, 2025 (Tues)	Meeting of the University Promotion & Tenure Committee
February 24, 2025 (Mon)	Deadline for the Provost to provide written notification to candidates of the decision and vote of the University Promotion & Tenure Committee
March 7, 2024 (Fri)	Deadline for candidate to notify the Provost and the AAUP-WSU of intent to file an appeal
March 21, 2024 (Fri)	Deadline for candidate to submit an appeal and supporting documentation
TBD	President presents candidates to Board of Trustees for approval

***TET – Promotion and Tenure Schedule for 2025-2026***

March 10, 2025 (Mon)	Deadline for candidate to initiate promotion and tenure process via a written request to the Department Chair, with a copy to the Department Promotion & Tenure Committee, and to submit suggested names of external reviewers to the chair of the Department Promotion & Tenure Committee
April 7, 2025 (Mon)	Deadline for candidate to submit materials to be sent to the outside reviewers
August 11, 2025 (Mon)	Deadline for Department Promotion & Tenure Committee to send out request letters soliciting external review
September 2, 2025 (Tues)	Deadline for candidate to submit to the Department Chair the complete Promotion & Tenure document and all materials described in Terms and Conditions
October 10, 2025 (Fri)	Deadline for Department Promotion & Tenure Committee and Department Chair to complete review of promotion and tenure document for all candidates, for the Department Promotion & Tenure Committee’s recommendation and the Department Chair’s letter to be added to each candidate’s file, and for the Department Chair to notify each candidate of these additions
October 29, 2025 (Wed)	Deadline for candidate to submit a rebuttal
November 10, 2025 (Mon)	Deadline for Department Chair to submit promotion and tenure files to the Dean
January 16, 2026 (Fri)	Deadline for College Promotion & Tenure Committee and Dean to complete review of all promotion and tenure files, for the College Committee’s recommendation and the Dean’s letter to be added to each file, and for the Dean to notify each candidate of these additions
February 2 2026 (Mon)	Deadline for candidate to submit a rebuttal
February 6, 2026 (Fri)	Deadline for Dean to submit promotion and tenure files to the Provost
February 17, 2026 (Tues)	Meeting of the University Promotion & Tenure Committee
February 23, 2026 (Mon)	Deadline for the Provost to provide written notification to candidates of the decision and vote of the University Promotion & Tenure Committee
March 6, 2026 (Fri)	Deadline for candidate to notify the Provost and the AAUP-WSU of intent to file an appeal
March 20, 2026 (Fri)	Deadline for candidate to submit an appeal and supporting documentation
TBD	President presents candidates to Board of Trustees for approval

***TET – Promotion and Tenure Schedule for 2026-2027***

March 9, 2026 (Mon)	Deadline for candidate to initiate promotion and tenure process via a written request to the Department Chair, with a copy to the Department Promotion & Tenure Committee, and to submit suggested names of external reviewers to the chair of the Department Promotion & Tenure Committee
April 6, 2026 (Mon)	Deadline for candidate to submit materials to be sent to the outside reviewers
August 10, 2026 (Mon)	Deadline for Department Promotion & Tenure Committee to send out request letters soliciting external review
September 8, 2026 (Tues)	Deadline for candidate to submit to the Department Chair the complete Promotion & Tenure document and all materials described in Terms and Conditions
October 9, 2026 (Fri)	Deadline for Department Promotion & Tenure Committee and Department Chair to complete review of promotion and tenure document for all candidates, for the Department Promotion & Tenure Committee's recommendation and the Department Chair's letter to be added to each candidate's file, and for the Department Chair to notify each candidate of these additions
October 28, 2026 (Wed)	Deadline for candidate to submit a rebuttal
November 9, 2026 (Mon)	Deadline for Department Chair to submit promotion and tenure files to the Dean
January 15, 2027 (Fri)	Deadline for College Promotion & Tenure Committee and Dean to complete review of all promotion and tenure files, for the College Committee's recommendation and the Dean's letter to be added to each file, and for the Dean to notify each candidate of these additions
February 1, 2027 (Mon)	Deadline for candidate to submit a rebuttal
February 5, 2027 (Fri)	Deadline for Dean to submit promotion and tenure files to the Provost
February 16, 2027 (Tues)	Meeting of the University Promotion & Tenure Committee
February 22, 2027 (Mon)	Deadline for the Provost to provide written notification to candidates of the decision and vote of the University Promotion & Tenure Committee
March 5, 2027 (Fri)	Deadline for candidate to notify the Provost and the AAUP-WSU of intent to file an appeal
March 19, 2027 (Fri)	Deadline for candidate to submit an appeal and supporting documentation
TBD	President presents candidates to Board of Trustees for approval

**TET – Candidate Review Statement**

The Candidate Review Statement specifies items to be included in the Promotion and Tenure Document (Section 13.17).

Name of Candidate: \_\_\_\_\_  
Department and College: \_\_\_\_\_  
Current Rank: \_\_\_\_\_

I hereby submit these materials as my Promotion and/or Tenure Document in support of my candidacy for \_\_\_\_\_. In addition, I am submitting complete copies of all relevant books, articles and other manuscripts listed as published, in press, or under review in my curriculum vitae as specified in Section 13.18 and subsections.

I understand that after this date, materials in this document may not be altered, nor may items be added or deleted, except for rebuttal material supplied by the candidate and as otherwise permitted by the Agreement between the Wright State University AAUP and Wright State University (Section 13.17).

My Promotion and Tenure Document consists of the following:

- Candidate Review Statement [Appendix B]
- List of Appendix Items, if any (Section 13.17.1)\*\*
- Applicable Department Promotion and Tenure Criteria (Sections 13.15, 13.17)
- Any approved extension of the probationary period (Sections 13.12.4, 13.17)
- Reports on peer evaluation of teaching (Sections 10.4.4.1, 11.8.1, 13.17)
- Statements indicating progress toward promotion and/or tenure (Sections 13.14, 13.17)
- Evidence of Teaching Effectiveness (Section 13.17) \*
- Curriculum Vitae of Candidate (Section 13.17 and Appendix B) \*

\_\_\_\_\_  
Signature of Candidate

\_\_\_\_\_  
Date

\*The evidence of teaching effectiveness and curriculum vitae may, together, total no more than thirty-five pages (Section 13.17).

\*\*Appendix items are normally not transmitted beyond the level of the Department Committee, but the Department Chair will make them available to all members of the College and University Committees who request them.

## ***TET – Structure of Curriculum Vitae for Promotion and Tenure Candidates***

*(Candidates should follow a format that is similar to that below and consistent with the promotion and tenure criteria in the candidate's department.)*

**EDUCATION** (degrees, granting institutions, dates)

**PROFESSIONAL EXPERIENCE** (positions held, academic ranks, dates)

**PROFESSIONAL MEMBERSHIPS** (optional)

**ACADEMIC AWARDS** (if applicable)

### **TEACHING**

- Courses Taught (course number, title, number of times taught)
- Thesis or Dissertation Supervised
- Independent Studies Supervised
- Advising Students
- Guest Lectures
- Other

### **SCHOLARSHIP**

Items which have been accepted for publication without revision shall be listed as “in press.” Publications cited should include all authors, full title, publisher or journal, and, if known, volume, inclusive pages, and date of publication. When there are multiple authors and one is the primary author, that name should be underlined. Citations of articles and papers should indicate whether the work was refereed (R) or not refereed (N).

#### **Categories of Scholarship:**

- Scholarly Books
- Edited Books
- Textbooks
- Chapters in Books
- Refereed Articles
- Non-refereed Publications (book reviews, abstracts, etc.)
- Papers published in Official Proceedings
- Published Applied Scholarship (technical reports, trade publications, etc.)
- Creative publications (Plays, Stories, Novels, Poems, and Notes)
- Compositions - If commissioned, the commissioning party should be noted. If performed, the place, date, and performer should be noted.

- Unpublished Papers Given at Professional Conferences - In addition to author(s) and title, the name, date, and location of conference should be noted.
- Invited Lectures, Colloquia, Symposia, Seminars

### **Scholarship under Review**

Manuscripts which have been submitted and are currently under review may be listed. Each listing must include the date(s) of submission, the name of the journal or publisher submitted to, and any review of the work which has been completed.

### **Creative Scholarship: (performances and exhibitions)**

If there is a written review of a performance or artistic work by professional peers, an (R) should be written before the citation and the review included in the appendix. If there is no written review, an (N) should be written before the citation.

### **Categories of Creative Scholarship:**

- Musical Performances - The artist, title of performance, and place should be noted; likewise, if the performance was a solo, shared, accompanying soloist with ensemble, or a member of an ensemble performance.
- Theatrical and Dance Performances - Includes acting, play directing, dancing, choreography, film production, and design. Artist(s), title, place, and date of performance or showing should be noted.
- Art Exhibitions - Artist, title of work, place (museum, gallery, etc.), and date of exhibition should be noted; likewise, if the exhibition was a solo or group exhibition and if it was juried or invitational.
- Museum or Institutional Purchases - Artist, title of work, purchasing museum or institution, date, and amount should be noted.
- Exhibition Awards - Artist, title of work, name of award, location of exhibition, and date should be noted.
- Commissioned Art - Artist, title of work, commissioning party, and amount should be noted.



### **Grants Funded and Grants Pending**

- Grants which have been funded should be listed with the following information: the dates of the award, the granting agency, the principal investigator, all co-investigators, the title of the grant, and the total costs of the grant.
- Grants which are pending (currently under review) should be listed with the following information: the proposed dates of the award, the granting agency, the principal investigator, all co-investigators, the title of the grant, and the total costs of the grants.

### **SERVICE**

- University Committee                      Position (chair or member; elected or appointed)      Dates
- College Committee                              Position    Dates
- Department Committee                      Position    Dates
- Faculty Governance                              Position    Dates
- Other University Service                      Position    Dates
- Professional Service
- Community Service
- Training and Consulting
- Major Accomplishments

**TET – Record of Promotion and Tenure Votes and Recommendations**

Name of Candidate: \_\_\_\_\_  
 Department and College: \_\_\_\_\_  
 Current Rank: \_\_\_\_\_  
 Type of Action: \_\_\_\_\_ Promotion only to the rank of \_\_\_\_\_  
 (check one) \_\_\_\_\_ Tenure only  
 \_\_\_\_\_ Promotion with tenure to the rank of \_\_\_\_\_

<u>Record of Actions</u>	<u>Recommendation</u>		<u>Vote</u>	
	Yes	No	Yes	No
Department Committee †				
Department Chair †				
College Committee				
Dean				
*School of Medicine Committee				
*School of Medicine Dean				
University Committee				
Provost				

† inapplicable for faculty at the Lake Campus

\* applicable only for Members with joint College of Science and Mathematics - School of Medicine appointments in the “Matrix Departments” (Department of Neuroscience, Cell Biology, and Physiology; Department of Biochemistry and Molecular Biology)

**DEPARTMENT COMMITTEE**

Name  
 Name  
 Name  
 Name  
 Name  
 Name

**COLLEGE COMMITTEE**

Name  
 Name

## **Appendix C – Grievance Form**

*(See Article 16, Grievance and Arbitration)*

Grievant's Name: \_\_\_\_\_

Department and College: \_\_\_\_\_

Date grievance filed (submitted): \_\_\_\_\_

Date when event you are grieving took place: \_\_\_\_\_

Date when you learned about the event you are grieving: \_\_\_\_\_

Name of the WSU administrator whose actions  
(or inaction) you are grieving, if known: \_\_\_\_\_

1. What is the nature of your grievance? *(Attach additional pages if needed.)*
  
2. What specific section or sections of the collective bargaining agreement, the bylaws, or another Agreement between the University and AAUP-WSU do you believe were violated?
  
3. What remedy do you seek? *(Attach additional pages if needed.)*
  
4. Have you discussed this grievance with an AAUP-WSU grievance officer?
  - a. If yes, to whom did you speak and when?
  
5. Have you presented an informal complaint about this dispute to a WSU administrator?
  - a. If yes, to whom did you speak and when?

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

You must send a copy of this completed form to:

1. The Associate Vice Provost for Faculty Affairs *[Name and Office Number inserted]*
2. The Chief Human Resources Officer *[Name and Office Number inserted]*
3. The AAUP-WSU Grievance Officer *[Name, Department and Office Number inserted]*

## **Appendix D – Cost Savings Days**

Members may be required to participate in cost savings days not inconsistent with the University's general furlough policy on a non-permanent basis as a result of any of the following circumstances: a financial exigency (where severe financial problems exist which threaten the University's ability to maintain its academic operations at an acceptable level of quality); or within the 24-month period after the University achieves a composite result of the ratio analysis calculated in accordance with OAC 126: 3-1-01 paragraph (A)(4) of less than 2.40 for any two consecutive fiscal years; or pursuant to a financial recovery plan under fiscal watch, all at the University's discretion.

The University shall provide a statement of explanation to the AAUP-WSU regarding required participation in cost savings days and which employees are expected to be subject to such cost savings days. The University may update such statement and list of employees as needed.

Members will only be subject to cost savings days if a furlough is first or simultaneously implemented for other University employees (either faculty or staff) who are not represented by collective bargaining. As is practicable, Members subject to cost savings days will be treated in a manner consistent with other University employees (either faculty or staff) who are not represented by collective bargaining and subject to furlough.

Each Dean will develop procedures for implementing cost savings days in a manner that does not interrupt academic and administrative functions of the college, at the University's discretion.

Cost savings days under this Appendix D are limited to a maximum of one day per semester.

## **Appendix E – Retirement Incentive Program**

Tenured and Continuing Members who retire effective January 1, 2018 through June 30, 2023 will be eligible for post-retirement employment as follows:

The employment will be for a total of no more than three academic years (Fall and Spring Semesters), commencing with the first Fall Semester after the Member's retirement date.

The Member must announce their intent to retire and apply for the retirement incentive in writing no later than April 1 to be eligible for post-retirement employment beginning that Fall Semester. Acceptance is automatic if the qualified Member submits a written request by the April 1 deadline.

Once retired, faculty are not eligible to apply for the retirement incentive.

A retiree who participates in the retirement incentive program will be assigned to teach a minimum of six and up to twelve credit hours per academic year, at the discretion of the University; provided however, agreements with matrix faculty will be offered teaching assignments pro-rata/proportional to their most recent workload before retirement. With the mutual consent of the retiree and the University, the assigned teaching can be distributed differently between the Fall and Spring semesters.

During the first year of post-retirement employment the retiree will be paid 1/36th of their academic year base salary at the time of retirement for each credit hour taught, up to 12 credit hours per year. Members with fiscal appointments in their final year before retirement will be paid based on the academic equivalent, or 9/11ths of their fiscal base salary at the time of retirement.

During the second and third years of the post-retirement employment, the retiree's salary will be increased by the average amount of across the board and merit increases awarded to non-bargaining unit faculty members.


By mutual agreement between the University and the retiree, any or all of the teaching assignments can be replaced with comparable administrative, service or research duties. Neither the University nor the individual retiree has any obligation to agree to any alternative assignment or to explain a refusal of the other's proposal to substitute administrative, service or research duties for teaching assignments.

The retiree can end the retirement incentive agreement prior to its agreed upon end date if they notify the University by April 1<sup>st</sup> before the start of the academic year.

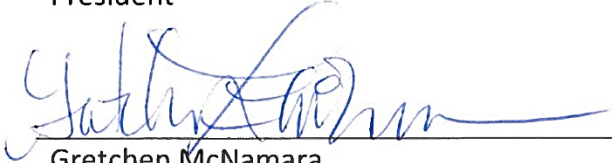
After electing into the program, but before the retirement date, the parties will enter into a Retirement Incentive Program Agreement setting forth any additional terms and conditions.

**Signatures**

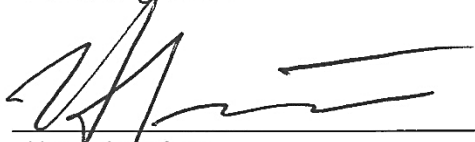
**On behalf of the American Association of  
University Professors, Wright State  
University Chapter**



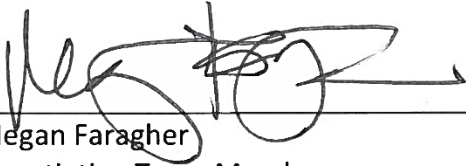
Bobby Rubin  
President



Gretchen McNamara  
Chief Negotiator



Hope Jennings  
Negotiating Team Member



Megan Faragher  
Negotiating Team Member



Rebecca Teed  
Negotiating Team Member



Arvind Elangovan  
Negotiating Team Member

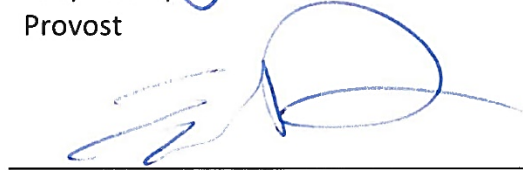
**On behalf of the Board of Trustees of  
Wright State University**



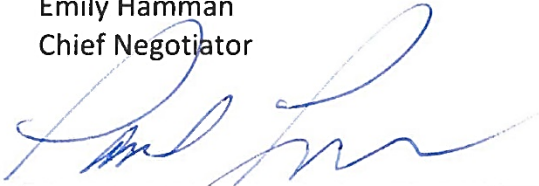
Sue Edwards  
President



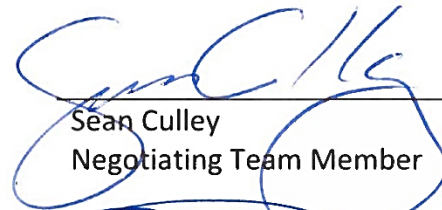
Amy Thompson  
Provost



Emily Hamman  
Chief Negotiator



Carol Loranger  
Negotiating Team Member



Sean Culley  
Negotiating Team Member



Jim Denniston  
Negotiating Team Member



Sommer Todd  
Negotiating Team Member