

**AGREEMENT
BETWEEN
CENTRAL OHIO TECHNICAL COLLEGE
AND
THE UNITED FACULTY/CENTRAL OHIO
TECHNICAL COLLEGE, AFT/OFT**



EFFECTIVE

September 1, 2019 through August 31, 2022

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ARTICLE I — RECOGNITION

1 A. Recognition

- 2
- 3 1. The Central Ohio Technical College Board of Trustees recognizes the United
- 4 Faculty/Central Ohio Technical College (UF/COTC), AFT/OFT, as the sole and the
- 5 exclusive bargaining agent for all full-time Faculty of the Central Ohio Technical
- 6 College. Excluded from the bargaining unit are the COTC president, vice-
- 7 presidents, all supervisory employees, including deans, academic directors, other
- 8 designated administrators, nursing program administrator, full-time faculty
- 9 members who devote 51% or more of his/her requested workload to
- 10 administrative duties, part-time employees, and all other employees of Central
- 11 Ohio Technical College.
- 12
- 13 2. The recognition of the UF/COTC as exclusive bargaining representative shall be
- 14 for such term as prescribed by Chapter 4117 of the Ohio Revised Code.
- 15

16 B. Decertification

17

18 The procedure for the decertification of the UF/COTC as the exclusive bargaining

19 representative shall be as prescribed by Section 4117.07 of the Ohio Revised Code.

20

21 C. Definition of Terms

- 22
- 23 1. The term "Board" when used herein will refer to the Central Ohio Technical
- 24 College Board of Trustees and supervisory personnel as that term is defined under
- 25 provisions of Chapter 4117 of the Ohio Revised Code.
- 26
- 27 2. The term "UF/COTC" and "Union" when used herein will refer to the United
- 28 Faculty/Central Ohio Technical College, affiliated with the Ohio Federation of
- 29 Teachers and the American Federation of Teachers.
- 30
- 31 3. The term "Faculty" when used herein will include all full-time Faculty in the
- 32 bargaining unit as defined in Section A above.
- 33
- 34 4. The term "College" when used herein will include all administrative and
- 35 supervisory personnel.
- 36
- 37 5. The term "Semesters" when used herein will describe the academic sessions under
- 38 which the campus will operate during this contract.
- 39

40 **ARTICLE II — NEGOTIATIONS PROCEDURE**

41
42 A. Statement of Procedures

- 43
44 1. The Board and the UF/COTC agree that the procedures stated in the succeeding
45 sections of this agreement shall govern the negotiations process between the
46 parties.
47
48 2. "Good faith" requires the Board and the UF/COTC to perform the mutual
49 obligation to negotiate at reasonable times and places with respect to wages,
50 hours, terms, and other conditions of employment and the continuation,
51 modification or deletion of an existing provision of a collective bargaining
52 agreement with the intention of reaching an agreement or to resolve questions
53 arising under the agreement.
54
55 3. If a proposal is unacceptable, the other side is obligated to offer a counter-
56 proposal or explanation as to why the proposal is unacceptable. This obligation
57 does not compel either party to agree to a proposal or to make a concession.
58

59 B. Subject of Negotiations

60
61 Representatives of the Board and the UF/COTC will negotiate in good faith all
62 matters relating to wages, hours, terms, and conditions of employment.
63

64 C. Requests for Negotiations

- 65
66 1. Within fifteen (15) working days after receipt of a notice to bargain as provided in
67 Chapter 4117 of the Ohio Revised Code, an initial meeting shall be held. The
68 fifteen (15) day period may be extended by mutual consent.
69
70 2. After the fifth (5th) meeting, no new items shall be submitted unless by mutual
71 agreement of the parties.
72
73 3. This agreement shall establish the wages, hours, terms and conditions of
74 employment of the Faculty.
75

76 D. Negotiation Meetings

- 77
78 1. Negotiation meetings shall be scheduled at the request of the parties and, until
79 negotiations are concluded, either party may require at each meeting a decision
80 on the date, time, and place of a subsequent meeting.
81
82 2. Meetings shall be scheduled at such times and locations as may be mutually
83 agreed by the parties.
84
85 3. Either party may recess for caucuses.
86

- 87 4. A record of meetings may be kept by a party only if it deems it necessary and only
88 in such form or detail as it may determine providing, however, such record shall
89 be for the use of the party keeping it and shall not be deemed an official record of
90 the proceedings.
91
92 5. Notwithstanding Section D.1 above, bargaining for a successor Agreement shall
93 not begin later than ninety (90) days before the expiration of the Collective
94 Bargaining Agreement.
95

96 E. Representatives

97
98 The bargaining representatives of the UF/COTC and the Board shall be as designated
99 by the representative of each party.
100

101 F. Information

102
103 The Board and UF/COTC agree to supply available public information that is
104 specifically requested and routinely prepared.
105

106 G. Agreement

- 107
108 1. Tentative agreement on negotiated items shall be reduced to writing by either
109 party and initialed by the designated representative of each party.
110
111 2. When the disposition of all items submitted for bargaining has been agreed to by
112 the parties, the proposed agreement shall be reduced to writing and first
113 submitted to the UF/COTC for consideration by its membership. If ratified by the
114 UF/COTC, the proposed agreement shall be submitted to the Board of Trustees
115 for its consideration. If approved by both parties, the Collective Bargaining
116 Agreement shall be signed by the appropriate representative of each party.
117
118 3. A Faculty member serving on the bargaining team will be released from all
119 responsibilities during negotiating sessions with the College except teaching and
120 office hours. A Faculty member on the bargaining team is responsible for
121 obtaining any committee information not obtained because he/she was
122 participating in negotiating sessions. A Faculty member serving on the bargaining
123 team will attend all negotiating sessions until negotiations are completed. No
124 Faculty member serving on the bargaining team shall be penalized for
125 participation in negotiations up through and including impasse.
126
127 4. Within thirty (30) working days after signing, the Collective Bargaining
128 Agreement shall be made available to all Faculty and Board members.
129 Arrangements for the production, distribution, and payment of costs of such
130 agreements shall be as mutually agreed upon by the parties.
131

132 H. Dispute Settlement Procedures

133 Dispute settlement procedures shall be followed as defined in Section 4117.14 of the
134 Ohio Revised Code.
135

ARTICLE III — UF/COTC RIGHTS

- 136
137
138 A. The UF/COTC shall be permitted reasonable use of designated COTC facilities, AV
139 equipment, and personal computers in a Faculty member's office or personal
140 computers in the Faculty workroom for purposes of transacting official UF/COTC
141 business for the bargaining unit provided that such use does not interfere with
142 normal business hours and operation of the College. Priority for the use of such
143 facilities and equipment shall be given to credit and non-credit instructional needs
144 and the performance of duties by any Faculty or employee of COTC and Ohio State
145 Newark. Such use must be arranged through the vice president for business &
146 finance. If use of any facility results in additional expense, the UF/COTC shall
147 reimburse the College for costs that would not otherwise be incurred. Rates for Ohio
148 State Newark non-cost shared or OSU Newark/COTC cost shared facilities requiring
149 reservations shall be billed at established rates. COTC exclusively non-cost shared
150 facilities may be reserved at no charge. The UF/COTC shall pay for consumable
151 College supplies used. No secretarial or clerical help will be provided by the College.
152
- 153 B. Use of photocopying machines shall be available to the UF/COTC at the same cost
154 and under the same conditions as access to such machines by an employee of the
155 College when copying materials not for business purposes of the College.
156
- 157 C. Equipment under the control of the Services Center and the audio-visual center may
158 be accessed by following established policies and procedures. Priority will be given to
159 credit and non-credit instructional needs. The UF/COTC shall pay for consumable
160 College supplies used.
161
- 162 D. The UF/COTC shall have the right to use College bulletin boards located in the
163 Services Center in Founders Hall for the posting of UF/COTC materials. Any such
164 material posted by or for the benefit of UF/COTC shall display the signet of the
165 UF/COTC or identify the officer, committee, or other individual who posted or caused
166 the material to be posted. Any material not so identified shall be removed at the
167 direction of the vice president for academic affairs.
168
- 169 E. The UF/COTC use of internal mailboxes shall be limited to the distribution of official
170 UF/COTC materials to member of the bargaining unit.
171
- 172 F. College telephones may be used to conduct toll free calls for the UF/COTC business
173 regarding the bargaining unit provided that such use does not interfere with College
174 use of the telephones, telephone lines, or the performance of duties by any employee.
175 Toll calls on College telephones for any purpose other than College business is
176 prohibited.
177
- 178 G. Upon reasonable request, the College shall make available to the UF/COTC routinely
179 prepared public information. The president of the UF/COTC shall be provided copies
180 of the full Trustees' agenda and minutes of the previous meeting of the Trustees at the
181 time such information is distributed to the Trustees. A fee for the duplication of such
182 information may be assessed UF/COTC, which shall not exceed the established rate
183 charged to an employee of the College when copying materials not for business

184 purposes of the College.
185

186 H. A UF/COTC representative shall be permitted to conduct UF/COTC business during
187 the regular workday for the Faculty members provided such business activity does
188 not interfere with scheduled student contact or any other duty or responsibility to the
189 College. UF/COTC representative shall mean an elected officer, department
190 representative, and its bargaining representative and committee chairperson.
191

192 I. The UF/COTC shall have the right to make announcements for a period not to exceed
193 ten (10) minutes at the conclusion of any Faculty Council meeting.
194

195 J. Maintenance of Membership
196

197 1. Any member of the bargaining unit may authorize the College to deduct from
198 his/her bi-weekly pay the amount of dues charged by the Union. This
199 authorization must be in writing and forwarded to the Payroll Office not less than
200 two (2) weeks before the payday when it is to become effective.
201

202 2. The UF/COTC president shall notify the Office of Human Resources of the
203 amount of Union dues to be deducted. Any changes in the amount of dues shall
204 also be reported in the same manner. All deductions shall be uniform in their
205 application to each member.
206

207 3. The College shall forward the money thus deducted to the Union treasurer within
208 two (2) weeks following each pay period in which dues have been deducted. In
209 case of an employee's absence without pay, when his/her earnings are less than
210 the amount to be deducted, the College shall make no deduction.
211

212 4. The Union agrees to indemnify and hold the College harmless against any and all
213 claims or forms of liability arising out of its deduction from an employee's pay of
214 Union dues and/or assessments.
215

216 5. The College shall not charge for this service.
217

218 K. Miscellaneous
219

220 The College shall provide the Union, at no cost, promptly following the end of each
221 payroll period, an alphabetical list of all Faculty members who have authorized Union
222 dues deduction for the pay period. Following the end of each payroll period, the
223 College shall provide the Union promptly a list of Faculty added to or deleted from
224 dues deduction during that pay period. The College shall make every effort to
225 transmit this information within five working days following the end of each payroll
226 period free of charge.
227

228 **ARTICLE IV — MANAGEMENT RIGHTS**

229
230 A. The College maintains the responsibility and sole and exclusive authority to manage
231 and direct its operations and activities in such manner as the College shall determine.
232 The exercise of these powers, rights, authority, responsibilities, and prerogatives of
233 Management are reserved and retained exclusively by the College. Except as provided
234 in this contract, the College's right to manage its operations shall include, but shall
235 not be limited to, its rights to:

- 236
- 237 1. Determine matters of inherent managerial policy, which include, but are not
238 limited to, areas of discretion or policy such as the functions and programs of the
239 College, standards of services, budget, utilization of technology, and
240 organizational structure.
 - 241
 - 242 2. Direct, supervise, evaluate, and hire Faculty members.
 - 243
 - 244 3. Maintain and improve the efficiency and effectiveness of College operations.
 - 245
 - 246 4. Determine the overall methods, processes, means, or personnel by which
247 operations are to be conducted.
 - 248
 - 249 5. Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign,
250 schedule, grant tenure, promote, or retain Faculty members.
 - 251
 - 252 6. Determine the adequacy, size, qualifications, and composition of the work force.
 - 253
 - 254 7. Determine the overall mission of the College.
 - 255
 - 256 8. Effectively manage the work force.
 - 257
 - 258 9. Take actions necessary to carry out the mission of the College as a governmental
259 unit.

260

261 B. This bargaining agreement contains the full and complete agreement on all
262 bargainable issues between the parties. Any aspect of wages, hours, terms and
263 conditions of employment not covered by a provision of this Collective Bargaining
264 Agreement is declared to have been expressly waived as a subject for bargaining and,
265 during the life of this Collective Bargaining Agreement, the UF/COTC waives any
266 right to request further bargaining or negotiations even though such subject or
267 matter may not have been within the knowledge or contemplation of either or both of
268 the parties at the time they negotiated or signed this Collective Bargaining
269 Agreement.

- 270
- 271 1. The College hereby reserves the right to make, change, and enforce rules, policies,
272 and procedures that are not in direct conflict with the terms of this bargaining
273 agreement.

274 a. The substance of such rules, policies, and procedures which are not in
275

276 direct conflict with the terms of this bargaining agreement are not
277 subject to the grievance procedure.

- 278
- 279 2. If the inequitable application of such rules, policies, and procedures results in the
280 discipline of a Faculty member or a denial of a benefit, the UF/COTC shall be
281 granted the right to file a grievance at Step 2 of the Grievance Procedure as
282 provided in Article V.
- 283
- 284 3. The Arbitrator shall be limited to the determination of procedural errors and the
285 correction of such errors.
- 286
- 287 4. The Arbitrator shall have the power to order reinstatement of a Faculty member
288 and/or restore back or withheld pay only when the action taken by the
289 administration is not supported by the record.
- 290

291 **ARTICLE V — GRIEVANCE PROCEDURE**

292
293 **A. Definition**

- 294
295 1. A "grievance" shall mean an allegation by a member of the bargaining unit of a
296 violation, misinterpretation, or misapplication of the terms of this bargaining
297 agreement; or has made a decision under the Management rights provision as set
298 forth in Section 4117.08(C) of the Ohio Revised Code and Article IV herein that
299 allegedly negatively impacts the member's wages, hours, or other terms and
300 conditions of employment.
- 301
302 2. A "grievant" shall mean either (1) an individual, (2) a group of members of the
303 bargaining unit having the same grievance, or (3) the UF/COTC.
- 304
305 3. A "day" shall mean a weekday excluding holidays unless otherwise expressly
306 stated.

307
308 **B. Grievant's Rights**

- 309
310 1. A grievant shall have the right to be represented or accompanied by a UF/COTC
311 representative at any stage of this grievance procedure.
- 312
313 2. A grievant shall have the right to attend any hearing conducted pursuant to the
314 grievance procedure established herein.

315
316 **C. Timeliness**

317
318 The timelines contained in the procedure below shall be strictly complied with, except
319 for good cause shown.

320
321 **D. Procedures**

322
323 **1. Informal**

- 324
325 a. If a grievant has a grievance, he/she shall discuss it informally with the
326 administrator directly involved. The object of both parties shall be to
327 resolve this matter as soon as possible in an informal manner.
- 328
329 b. The initiation of Step 1 of this grievance procedure or a written
330 communication from the administrator directly involved stating that the
331 informal procedure has been concluded shall automatically and
332 immediately conclude the informal grievance process.

333
334 **2. Formal**

- 335
336 a. Step 1: If the issue is not resolved informally, the grievant shall file a
337 written grievance with the appropriate Administrator within ten (10) days
338 following the conclusion of the informal grievance process that is the basis

339 of the grievance. The grievance shall be filed on a grievance form, which
340 shall set forth:

- 341
- 342 i. clear and concise summary of the facts upon which the grievance is
343 based,
- 344
- 345 ii. references to the specific provisions of the Collective Bargaining
346 Agreement, which were violated, misinterpreted, or misapplied
- 347
- 348 iii. the relief demanded,
- 349
- 350 iv. the date of the occurrence upon which the grievance is based, and
- 351
- 352 v. the date the grievance is filed.
- 353 1. If said grievance is not timely filed, the grievance shall be
354 deemed void and no longer to exist.
- 355
- 356 vi. Upon written request of the grievant or the appropriate
357 administrator, a grievance hearing shall be held within seven (7)
358 days of the request. A written decision shall be rendered by the
359 appropriate administrator within seven (7) days from the conclusion
360 of any grievance hearing, which may be conducted, or if no hearing
361 is conducted within seven (7) days from receipt of the written
362 grievance. Failure to render timely a decision shall advance the
363 grievance to Step 2 of this procedure.
- 364

365 b. Step 2: If the grievance is not resolved at Step 1, the grievant may appeal to
366 the vice president for academic affairs or appropriate designated
367 administrator within seven (7) days from the date of the decision rendered
368 at Step 1. An exact copy of the grievance form filed at Step 1 and a copy of
369 the Step 1 decision shall be filed with the appropriate above designated
370 administrator. Failure to timely file an appeal shall be deemed as an
371 acceptance of the decision rendered at Step 1. Upon written request of the
372 grievant or the appropriate above designated administrator or of either the
373 latter's designee, a grievance hearing shall be held within seven (7) days of
374 the request. A written decision shall be rendered by the appropriate above
375 designated administrator, or his/her designee, within seven (7) days from
376 the conclusion of the grievance hearing which may be conducted or, if no
377 hearing is conducted, within seven (7) days from receipt of the appeal. A
378 copy of the decision shall be sent to the grievant, the president of
379 UF/COTC, and the appropriate administrator. Failure to render timely a
380 decision shall advance the grievance to Step 3.

381

382 c. Step 3: If the grievance is not resolved at Step 2, the grievant may appeal
383 to the president of the College within seven (7) days from the date of the
384 decision rendered at Step 2. An exact copy of the grievance form filed at
385 Step 1, and all previous decisions, shall be filed with the president of the
386 College. Failure to timely file an appeal shall be deemed as an acceptance of

387 the decision rendered at Step 2. Upon written request of the grievant or the
388 president of the College or his/her designee, a grievance hearing shall be
389 held within seven (7) days of the request. A written decision shall be
390 rendered by the appropriate above designated administrator, or his/her
391 designee, within seven (7) days from the conclusion of the grievance
392 hearing which may be conducted or, if no hearing is conducted, within
393 seven (7) days from receipt of the appeal. A copy of the decision shall be
394 sent to the grievant, the president of UF/COTC, vice president for academic
395 affairs, or the appropriate senior administrator, as the case may be, and the
396 appropriate administrator. Failure to render timely a decision shall
397 advance the grievance to arbitration as provided herein.

- 398
399 d. Each step of the grievance process shall be heard by a different
400 administrator on behalf of the College.

401
402 E. Arbitration

- 403
404 1. If the grievance involves a termination action or another non-disciplinary matter,
405 and the grievance is not resolved at Step 3, the UF/COTC may demand that the
406 matter be submitted to arbitration. Such demand shall be made within ten (10)
407 days from the date of the decision rendered at Step 3, or if no decision was
408 rendered at Step 3, within fifteen (15) days from the conclusion of the grievance
409 hearing or, if no grievance hearing was conducted, within fifteen (15) days from
410 the filing of the appeal at Step 3. Failure to timely file a demand for arbitration
411 shall be deemed as an acceptance of the decision rendered at Step 3. An arbitrator
412 shall be selected and proceedings conducted under the Voluntary Arbitration
413 Rules of the American Arbitration Association ("AAA") or the Federal Mediation
414 Conciliation Services ("FMCS"), rotating between the organizations for each
415 arbitration, beginning with the AAA.
- 416
417 2. The Arbitrator shall have no power to alter, add to, or subtract from the terms of
418 this Collective Bargaining Agreement, nor to make any award that is inconsistent
419 with the terms of this agreement or contrary to law. The arbitrator shall expressly
420 confine himself/herself to the precise issue or issues submitted for arbitration and
421 shall have no power to make any award that exceeds the remedy requested.
- 422
423 3. If the award includes money damages, such award shall be limited to back pay
424 and the actual dollar value of a benefit denied a grievant.
- 425
426 4. The Arbitrator shall issue his/her award not later than thirty (30) calendar days
427 from the date of the conclusion of the grievance hearings or, if no hearing is
428 conducted, from the date the arbitrator has established as the final date for
429 acceptance of statements, proofs and/or written arguments to be submitted for
430 his/her consideration. If made in accordance with his/her jurisdiction and
431 authority granted under this contract, such award shall be binding upon the
432 parties but subject to appeal pursuant to Chapter 2711 of the Ohio Revised Code.
- 433
434 5. The costs for the fee and necessary expenses of the arbitrator shall be shared

435 equally by the Board and the UF/COTC. All other costs shall be the liability of the
436 party incurring them.

437
438 F. Matters of Health and Safety

- 439
- 440 1. The College shall maintain a safe and healthful work place in accordance with
441 accepted standards established by those public agencies responsible for the health
442 and safety of the general public.
 - 443
 - 444 2. After hire, all Faculty members must self-disclose any felony or misdemeanor
445 convictions within three (3) days of pleading guilty or being convicted.
446 Convictions will be evaluated for any corrective action. Faculty members that fail
447 to disclose criminal convictions will be subject to corrective action up to and
448 including termination.
 - 449
 - 450 3. If a Faculty member alleges that his/her health or safety is jeopardized by
451 conditions that did not meet such established standards and can be corrected by
452 the College, a grievance may be filed in accordance with the procedures set forth
453 in Sections D.2.a through d of the Grievance Procedure as contained in Article V.
454
 - 455 4. If the grievance is not resolved at Step 3 of such procedure, the grievant may,
456 upon written request, appeal to the Board of Trustees within seven (7) days from
457 the date of the decision rendered at Step 3; an exact copy of the grievance form
458 filed at Step 1 shall be filed with the Board of Trustees, together with a complete
459 record of the disposition made at Steps 1 through 3.
 - 460
 - 461 5. The grievance shall be placed on the agenda of the next regularly scheduled
462 meeting of the Board of Trustees not less than seven (7) days following the receipt
463 of the written appeal; the Board shall make a determination on the appeal in
464 writing within fourteen (14) days from the date of the meeting at which the appeal
465 was heard; the president of the College shall cause copies of the determination to
466 be distributed to all parties; the determination of the grievance by the Board of
467 Trustees shall be binding.
468

469 **ARTICLE VI — FACULTY CONTRACTS: TERM, SUSPENSION, AND**
470 **TERMINATION**

471 **A. Employment Contracts**

- 472
- 473 1. Members of the bargaining unit shall be employed under one of the following
474 types of employment contracts: (1) a term-track position, (2) a tenure-track
475 position, and (3) tenured.
 - 476
 - 477 2. No appointment shall be effective until a contract or written offer has been
478 tendered by the College, signed by the appointee and returned to the Office of
479 Human Resources within fifteen (15) days after the date of posting such contract
480 or offer in the U.S. Mail or personal service.
 - 481
 - 482 3. Letters will be sent to set forth the next year's salary and the semesters the Faculty
483 member will teach in the next year.
 - 484
 - 485 4. Unless otherwise approved by the president of the College, or his/her designee, a
486 Faculty member may resign only upon a sixty (60) day written notice and at the
487 conclusion of an academic term.
 - 488

489 **B. Terms of Appointment to Term-Track Positions**

- 490
- 491 1. Faculty members will be copied on all recommendations when they are made
492 throughout the appointment process.
 - 493
 - 494 2. A Faculty member who is offered a term-track position shall be granted an annual
495 employment contract for a term not to exceed four (4) years. Recommendations
496 will take into consideration economic conditions, program viability, funding
497 sources, performance, and other factors.
 - 498
 - 499 3. At the regular February meeting of the Board of Trustees in the year of the
500 expiration of the term-track position, the president of the College will recommend
501 the renewal or non-renewal of the term-track position.
 - 502
 - 503 4. The decision of the Board of Trustees will be conveyed to the Faculty member
504 currently appointed to the term-track position on or before the last day of
505 February.
 - 506
 - 507 5. If the decision is to renew the term-track position, the Faculty member shall
508 notify the president of the College in writing by March 15 of his/her decision to
509 accept or reject annual employment contracts for an additional term not to exceed
510 four (4) years.
 - 511
 - 512 6. A term-track position may be renewed by the Board of Trustees for an indefinite
513 number of terms (not to exceed four (4) years each).
 - 514
 - 515 7. A term-track position shall not be convertible to a tenure-track position.
 - 516

- 517 8. A Faculty member appointed to a term-track position shall be eligible to apply for
518 an authorized tenure-track position whenever such position becomes available.
519
520 9. Nothing herein shall create the expectancy by any Faculty member to re-
521 employment by the College.
522
523 10. In cases of such non-renewal, the Faculty member is entitled at his/her request to
524 reasons in writing for the non-renewal and an opportunity to discuss the matter
525 with his/her designated administrator or the vice president for academic affairs.
526
527 11. A Faculty member, who is in the last year of a term contract and was appointed
528 following a search process, shall not be subjected to the competition of another
529 search if the position is another term contract.
530

531 C. Terms of Appointment to Tenure-Track Positions
532

- 533 1. Only a Faculty member who is appointed to a tenure-track position shall be
534 eligible for tenure.
535
536 2. A Faculty member who meets COTC tenure-track standards of performance
537 during the six-year (6) probationary period shall be eligible for reappointment
538 annually.
539
540 3. Upon successful completion of the six-year (6) probationary period, the Faculty
541 member shall be given notice of a tenure appointment in writing.
542
543 4. A tenure appointment shall be granted only upon the approval of the Board of
544 Trustees.
545
546 5. Prior service credit shall be granted for full-time regular Faculty member's service
547 to the College and applied to the probationary period to a maximum of six (6)
548 years.
549
550 6. Preference shall be given to an internal candidate when staffing authorized and
551 available tenure-track positions, as long as the internal candidate has undergone a
552 competitive search.
553
554 7. The qualifications and areas of special expertise of a candidate to a tenure-track
555 position shall be determined in the sole and exclusive discretion of the vice
556 president for academic affairs; provided, however, such discretion shall not be
557 exercised in an arbitrary or capricious manner.
558

559 D. Terms of Appointment to Tenured Positions
560

- 561 1. Only a Faculty member who has successfully completed the six-year (6)
562 probationary period may be granted tenure.
563
564 2. A tenure appointment shall remain in effect until the Faculty member resigns,

565 retires, is retired pursuant to Section 3307.37 of the Ohio Revised Code or until
566 terminated or suspended for cause or in accordance with Article XIII (Reduction
567 in Staff.)

- 568
- 569 3. A Faculty member who, at the time of the signing of this Agreement, is eligible for
570 tenure review shall proceed with the tenure process as outlined in the COTC
571 Faculty Handbook.

572

573 E. Tenure Procedure

- 574
- 575 1. After fulfilling two (2) complete academic years of full-time service at COTC as a
576 probationary tenure-track Faculty member and at the beginning of the third year,
577 the Faculty member shall request that the Tenure Committee determine the
578 extent to which he/she is meeting the criteria for tenure at Central Ohio Technical
579 College.
- 580
- 581 2. The Tenure Committee shall put such determinations/recommendations in
582 writing for the Faculty member by the end of the second teaching semester of the
583 third year; such determinations/recommendations shall be included at the time of
584 the sixth year review.
- 585
- 586 3. After the provisions of section E.2 above have been complied with, guidelines for
587 tenure for any specific candidate shall not be altered.
- 588
- 589 4. At the beginning of the sixth year of full-time service at COTC, the Faculty
590 member shall submit his/her tenure file for review and evaluation by the Tenure
591 Committee.
- 592
- 593 5. The file, along with the recommendations of the Tenure Committee, shall be
594 forwarded to the appropriate designated administrator, and to the president of
595 COTC, who each make recommendations.
- 596
- 597 6. The recommendation of the president of the College is forwarded to the Board of
598 Trustees, which makes the decision on granting tenure.
- 599
- 600 7. If tenure is not granted, the Faculty member may be offered only one additional
601 one-year contract.
- 602

603
604

F. Tenure Calendar

At the beginning of the Faculty member's third (3 rd) year	Faculty member consults with Committee to determine extent to which he/she is meeting criteria for tenure.
At the beginning of the Faculty member's sixth (6 th) year (no later than fourth (4 th) week of semester)	Faculty member submits tenure file to Chairperson of the Tenure Committee
By the fourth (4 th) week of the second (2 nd) semester of the sixth year	Tenure committee notifies designated administrator in writing of its recommendation.
By the eighth (8 th) week of the second (2 nd) semesters of the sixth year	Recommendations received by the president of the College. Positive recommendations presented to the Board of Trustees at next meeting.
By the end of the second semester of the sixth (6 th) year.	Faculty member notified of the decision of the Board of Trustees regarding his/her tenure status.

605

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G. Performance Improvement Plans

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1. When performance is identified as needing improvement, a specific improvement plan will be developed to strengthen performance. Such plan may include additional evaluations of the performance identified as needing improvement.
2. Benchmarks for needs improvement:
 - a. Major deficiency in one (1) of the four (4) areas of the Position Description of Faculty as set forth in Article IX.
 - b. If a written reprimand does not solve the problem.
 - c. Consistent pattern indicating a deficiency on a majority of the Class Administrative Evaluation.
3. When a specific improvement plan is developed, progress toward achievement of the specific improvement plan must be documented prior to the next term-track renewal process. Documentation shall be the joint responsibility of the designated administrator and Faculty member. A Faculty member not showing progress toward achievement of the plan set forth above may be non-renewed.

- 629 4. Nothing in this section shall prevent the College from non-renewing the Faculty
630 member at any time for causes, nor shall anything in this section waive the
631 Faculty member's right to due process.
632

633 H. Termination of Contract
634

- 635 1. No Faculty member's employment contract shall be terminated without cause or
636 as specified in Article XIII (Reduction in Faculty).
637
- 638 2. Cause shall include, but not be limited to:
639
- 640 a. violations of local, state, or federal laws which involve moral turpitude
641 and/or the commission of a felony;
 - 642
 - 643 b. fraud or misrepresentation of professional preparation or
644 accomplishments;
 - 645
 - 646 c. unauthorized absence from scheduled professional responsibilities for
647 more than five (5) working days;
 - 648
 - 649 d. failure to participate in an approved rehabilitation program;
 - 650
 - 651 e. unsatisfactory performance documented by the appropriate administrator;
 - 652
 - 653 f. illegal manufacture or sale of controlled substances or their possession or
654 use while on College-owned or controlled property;
 - 655
 - 656 g. illegal or unauthorized possession or use of firearms, fireworks, explosives,
657 dangerous chemicals or weapons while on College-owned or controlled
658 property;
 - 659
 - 660 h. forms of harassment as prohibited by state or federal law; and
 - 661
 - 662 i. willful disregard for the health, safety, and welfare of students, Faculty,
663 staff, and patients/clients.
664

665 I. Discipline
666

- 667 1. Pursuant to Section 4117.08 (C)(5) of the Ohio Revised Code, the College shall
668 retain the right to suspend without pay, or discipline a Faculty member for cause.
669
- 670 2. Disciplinary action taken against a Faculty member shall be progressive, unless at
671 the sole and exclusive discretion of the president of the College, the nature of the
672 transgression reasonably warrants a more severe sanction.
673
- 674 3. Progressive discipline shall be defined as:
675

676
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683

- a. Oral warning
- b. Written reprimand
- c. Second written reprimand
- d. Termination

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687

ARTICLE VII — PERSONNEL FILES

Personnel files shall be maintained in compliance with Ohio Revised Code and COTC policy.

688 **ARTICLE VIII — TEACHING AND LEARNING CONDITIONS**

689
690 Both the College and the Union are committed to providing learning environments
691 that both optimize and continually strengthen the quality of education for all Central
692 Ohio Technical College students. To this end, the College intends to maintain a level
693 of full-time Faculty that ensures and strengthens student learning, reasonable Faculty
694 workloads, and program integrity. Furthermore, where applicable, the College
695 intends to employ at least one (1) full-time Faculty member in each associate degree
696 program area.

697
698 **A. Academic Year**

- 699
700 1. The academic year for Faculty shall consist of service two (2) of the three (3)
701 semesters each academic year. An academic year commences with the summer
702 session.
703
704 2. A particular Faculty member may be employed three (3) semesters each year.
705
706 3. The usual and customary assignment of semesters of work shall be autumn and
707 spring semesters; a Faculty member may be assigned any other combination of
708 two semesters of work at the discretion of the vice president for academic affairs.
709 A Faculty member may submit written requests on or before February 1 for
710 assignment to specific semesters of work.

711
712 First (1st) consideration for such assignment shall be given to a regular Faculty
713 member within the technology or area who is best qualified to teach the course
714 offering by education, training, experience, and relevant pedagogy. When each of
715 the above is deemed equal, the Faculty member with the most years of service
716 recognition shall be offered the assignment. The qualifications of the Faculty
717 member shall be determined within the sole and exclusive discretion of the vice
718 president for academic affairs, provided, however, such discretion shall not be
719 exercised in an arbitrary or capricious manner.

720
721 **B. Teaching Load**

722
723 Each Faculty member shall be scheduled with a normal teaching load or compensated
724 for overload assignments.

- 725
726 1. Teaching load shall be defined as:
727
728 a. both on-campus and off-campus assigned class lecture;
729
730 b. both on-campus and off-campus assigned laboratories;
731
732 c. both on-campus and off-campus clinical labs;
733
734 d. practicum, co-op, field experience assignments, and directed practice; and
735

736 e. distance learning.

- 737
- 738 2. Normal teaching load shall be defined as sixteen (16) to twenty (20) contact hours
- 739 per week each semester for a total of:
- 740
- 741 a. Thirty-six (36) contact hours per contract year for a Faculty member
- 742 employed on a nine-month contract, OR
- 743
- 744 b. Fifty-four (54) contact hours per contract year for a Faculty member
- 745 employed on a twelve-month contract.
- 746
- 747 3. Normal teaching preparation load shall be defined as up to four (4) disparate
- 748 courses per semester, regardless of class size or duration. A Faculty member who
- 749 is required to prepare more than four (4) courses per semester shall receive the
- 750 equivalent of one (1) hour of overload compensation per extra course preparation.
- 751

752 C. Contact Hour

- 753
- 754 1. Defined—a contact hour shall be defined as fifty (50) minutes of lecture or fifty
- 755 (50) minutes of college laboratory. Clinical (directed practice) hours in Nursing
- 756 shall be computed as one and one-fifth (1 1/5) contact hours per sixty (60)
- 757 minutes of clinical. Assigned "to be arranged" shall count toward Faculty load
- 758 requirements.
- 759
- 760 2. The hours allocated to clinical assignment in Allied Health shall be determined
- 761 prior to the beginning of each term in accordance with the following:
- 762
- 763 a. Diagnostic Medical Sonography (DMS) - Contact hours will be based on
- 764 the number of students visited multiplied by three (3) [the number of
- 765 hours per visit] multiplied by the number of visits in the term
- 766 multiplied by 1.2. Contact hours are calculated to one decimal place.
- 767
- 768 b. Radiographic Technology – Contact hours are based upon the number
- 769 of students multiplied by the number of competencies multiplied by the
- 770 length of time required for each competency multiplied by 1.2.
- 771 Competencies vary in complexity and the more complex competencies
- 772 require more time to be spent working with students. For purposes of
- 773 scheduling weekly visits, the total hours of time are divided by the
- 774 number of weeks of clinical practice in the term. Faculty are then
- 775 assigned based on how many visits each will be making each week.
- 776 Contact hours are rounded to one decimal place.
- 777
- 778 c. Surgical Technology/EMS Technology - A Faculty member visits each
- 779 student every week. Faculty members receive one hour for each student
- 780 plus an additional hour for each different clinical class assignment (e.g.
- 781 M/W, T/Th) at each location visited.
- 782
- 783 3. Full credit shall be given when the Faculty member has total and direct

responsibility; pro rata credit shall be given for these same activities in which Faculty members have shared responsibilities.

4. Practicum experience, internship, directed practice, and preceptor experience— For each practicum experience, internship, and directed practice as these terms are defined by the Ohio Department of Higher Education, with related duties, and for each preceptor experience, as that term is below defined, with related duties, a Faculty member shall receive contact hours for the seminar portion of the course based on the number of credit hours assigned to the seminar, if a seminar is required. “Preceptor experience” applies to programs in the health technologies during which the student is assigned to practice experiences under supervision at an external agency by an employee of the agency. To assure proper coordination, the faculty member coordinating the experience provides the clinical education plan, visits the student at least twice during the experience, provides the final grade, and is responsible for the course in which the student is enrolled. Contact hours for monitoring the student at the site of a practicum experience, internship, directed practice, or preceptor experience will be based on the total number of students visited in all sections as follows:

a. Practicum/Preceptor Experience—contact hours for monitoring students at site of experience:

<u>Number of Students</u>	<u>Hours</u>
1-3	1
4-7	2
8-11	3
12-15	4

b. Internship and Directed Practice—contact hours for monitoring students at site of experience:

<u>Number of Students</u>	<u>Hours</u>
1-3	1
4-7	1.5
8-11	2
12-15	2.5

The contact hours for practicum experience, internship, and directed practice will be paid only for the number of weeks in which the student is attending the experience. For example, if students are only at the site for five weeks, the contact hours will be paid for only five weeks.

- 827 5. Lecture—Additional load hour(s) will be provided in accordance with the
828 following schedule. Class size shall be determined based upon enrollment of the
829 14th day of the semester:

830

<u>Number of Students</u>	<u>Contact Hours</u>
831 75 to 99	832 .5
833 100 to 149	834 1
835 150 or more	836 1.5

837 The Curriculum committee may make recommendations to the College regarding
838 class size for new classes.

839 Faculty members may petition through their designated administrator regarding
840 class capacity.

841 Final determination of class size is at the sole discretion of the College.

- 842
- 843
- 844 6. New Class Assignment within forty-eight (48) hours of start semester—One (1)
845 load hour shall be provided to a Faculty member if the College assigns a new class
846 (a class that has never before been taught by the Faculty member) within forty-
847 eight (48) hours of the start of the semester. (i.e., for a 3-hour class, the Faculty
848 member would receive four (4) load hours).

849

850 D. Special and One-Time Assignments

851

852 1. Faculty Program Directors

853

854 A full-time Faculty member designated as a Faculty program director (in areas
855 needing a program director) of an educational program shall receive six (6) hours
856 of reassigned time per semester of service.

857

858 Faculty program directors are appointed by and report directly to their designated
859 administrator and serve a renewable term by mutual agreement between the
860 designated administrator and the Faculty member.

861

862 In addition to performing the regular duties of a Faculty member as outlined in
863 Article IX, Position Description of Faculty, Faculty program directors **work**
864 **collaboratively** with the designated administrator to provide leadership in the
865 following sorts of ways pertaining to the daily operations of the Faculty member's
866 program or department:

- 867
- 868 • reviewing and developing the long-term planning, including accreditation, if
869 appropriate, of the program or department;
 - 870 • recruiting and interviewing candidates for part-time teaching assignments;
 - 871 • making recommendations to the designated administrator regarding the hiring
872 of part-time Faculty for teaching duties in the program or department;

- 873 • conducting part-time Faculty evaluations (the Faculty program director shall
874 determine when and in what manner such evaluations are performed and may
875 request the assistance of other full-time Faculty members in undertaking such
876 evaluations);
- 877 • being involved with master scheduling;
- 878 • being involved with staffing classes;
- 879 • keeping abreast of budgetary matters pertaining to the program or department;
- 880 • convening meetings during which Faculty work on curriculum and program
881 review and assessment;
- 882 • convening meetings during which Faculty work on new program and curriculum
883 development;
- 884 • generally providing support for and direction to the assigned program or
885 department; and
- 886 • working with other Faculty program directors, as well as with College
887 Administrators, on matters of interdivisional or College-wide concern.
888

889 Work does not include supervising, hiring, disciplining, or evaluating full-time
890 program or departmental Faculty.
891

892 2. Non-Nursing Lead Faculty 893

894 A full-time Faculty member designated as lead faculty in areas other than nursing
895 shall receive one (1) hour of reassigned time per semester of service. The one (1)
896 hour of reassigned time will apply to meeting the normal teaching load defined
897 within this Agreement but will not apply to calculating overload.
898

899 At the discretion of the vice president for academic affairs, by mutual agreement
900 between a full-time Faculty member and the appropriate Division Dean, a full-
901 time Faculty member who is not a Faculty program director may serve a
902 renewable term as the “lead Faculty” within her or his program or department.
903

904 The non-nursing lead Faculty will **work collaboratively** with the divisional
905 dean and the coordinator of part-time Faculty services in the following ways:
906

- 907 • Consulting on scheduling in the lead Faculty’s area;
- 908 • Consulting on staffing in the lead Faculty’s area to include participating in
909 reviewing CVs; interviewing and recommending candidates for part-time
910 teaching, as needed;
- 911 • Contributing to/consulting with the Administration’s supervisor in hiring,
912 evaluation, and discipline of non-teaching staff within the
913 department/program;
- 914 • Consulting with the coordinator of part-time Faculty services and/or the dean
915 on matters pertaining to the lead Faculty’s area;
- 916 • Connecting full-time Faculty to part-time Faculty to facilitate collaboration
917 and communication (i.e. in the sharing of syllabi, the ordering of texts,
918 extending invitations to meetings, coordinating lab prep and training, ordering
919 instructional supplies);

- Keeping abreast of budgetary matters pertaining to the program or department;
- Convening meetings during which Faculty work on curriculum and program review and assessment; and
- Working with Faculty program directors, as well as with College administrators, on matters of interdivisional or College-wide concern.
- Work does not include supervising, hiring, disciplining, or evaluating full-time program or departmental Faculty.

3. Nursing Lead Faculty

Nursing Faculty members teaching the didactic portion of the clinical-based nursing courses will be designated as the lead Faculty and will be responsible for providing clinical leadership for and clinical management of the clinical learning experiences.

Nursing Faculty members designated as lead Faculty for a clinical-based nursing course shall receive reassigned time per semester based upon the number of part-time teaching assistants (bachelor's prepared) assigned to the course in accordance with the chart below:

# Assistants	Load Hours	# Assistants	Load Hours
1	0.80	9	3.20
2	1.10	10	3.50
3	1.40	11	3.80
4	1.70	12	4.10
5	2.00	13	4.40
6	2.30	14	4.70
7	2.60	15	5.00
8	2.90		

Full-time Faculty supervise the activities of teaching assistants. The intent of the lead Faculty designation is to compensate the Faculty member for this additional element of supervision. Specifically, this level of supervision includes providing additional direction to the clinical teaching assistant regarding the design of the student's clinical experience; visiting the clinical site of each assigned teaching assistant at least one time per semester and as needed; documenting an assessment of the learning that is occurring; and conducting face-to-face or virtual meetings with assigned teaching assistants at least one time per semester.

951 Faculty One-Time Assignments

952 In any given semester, a Faculty member who has a normal teaching load may be
953 given a one-time or special temporary assignment (e.g., the preparation of a
954 formal accreditation report or other special project with defined deliverables).
955 Reassigned time shall be granted by the vice president for academic affairs for the
956 special or one-time assignment in the semester.

957
958 4. Faculty Assignments as BPA Commander

959 A full-time Faculty member designated as the commander of a BPA academy shall
960 receive fifteen (15) hours of reassigned time per academy. The hours shall be
961 divided by the number of terms across which the academy spans.

962
963 5. Faculty Assignments as Clinical/Practicum Coordinator

964 A full-time Faculty member designated as a program clinical/practicum
965 coordinator shall receive three (3) hours of reassigned time per semester.
966

967
968 E. Departmentally-Related Assignments

- 969
- 970 1. A designated administrator may assign academic assignments to a Faculty
971 member whose course assignments are less than a full-time instructional load.
 - 972
973 2. If such assignments and instructional load total more than thirty-six (36) contact
974 hours for a nine (9) month appointment, or fifty-four (54) contact hours for a
975 twelve (12) month appointment, the Faculty member shall be paid an overload.
976

977 F. Overload/Off Duty Semester

- 978
- 979 1. Defined - Overload occurs when a Faculty member exceeds the normal teaching
980 load as defined in Article VIII, Section B2.
 - 981
982 2. All load hours in excess of twenty (20) hours in any semester shall be paid as
983 overload in the semester in which they are worked.
 - 984
985 3. Annual excess load hours (hours in excess of 36 for 9-month Faculty or 54 for 12-
986 month Faculty) which were not considered to be overload hours during the course
987 of the year shall be paid as overload during the spring semester.
 - 988
989 4. In order to maintain the quality of education and address student learning needs,
990 Management and the Union discourage excess overload hours but recognize the
991 occasional need for greater than ideal course loads to accommodate program and
992 enrollment needs.
 - 993
994 5. The best-qualified Faculty member, as determined by education, training,
995 experience, and relevant pedagogy, shall be offered course assignments. When
996 each of the above are deemed equal, the Faculty member with the most years of
997 seniority shall be offered the assignment. Should that Faculty member refuse the
998 assignment, the assignment shall be offered to the next most senior Faculty

999 member.

1000
1001 a. No one outside the bargaining unit shall be offered the opportunity to teach
1002 before bargaining unit members have had the right of refusal of overload hours
1003 up to a total of twenty-eight (28) contact hours per semester.

1004
1005 6. Off-duty semester assignments shall be limited to a maximum of twelve (12)
1006 contact hours.

1007
1008 G. Individual Studies

1009
1010 Upon approval by the designated administrator and the vice president for academic
1011 affairs, a Faculty member may volunteer to direct students in individual studies as
1012 defined by the Ohio Department of Higher Education. Such courses shall not be part
1013 of the Faculty member's normal workload.

1014
1015 H. Scheduled Hours

1016
1017 1. Each Faculty member shall serve the College forty (40) hours per week of the
1018 official College calendar for which the Faculty member is contracted.

1019
1020 2.

1021
1022 a. In addition to scheduled class and office hours, the Faculty member is
1023 expected to spend the remainder of the forty (40) hours meeting the duties
1024 and obligations of the position description found in Article IX.

1025
1026 b. A Faculty member shall not be assigned duties that are in conflict with one
1027 another. Should assignments conflict, the Faculty member and the assigning
1028 authorities shall, after consultation, determine which assignment shall take
1029 preference. If the assigning authorities and the Faculty member cannot agree,
1030 the assignment shall be made by the appropriate administrator.

1031
1032 c. Where the College assigns such duties at times conflicting with office hours,
1033 the Faculty member shall not be required to reschedule the office hours
1034 affected.

1035
1036 3. A Faculty member shall not teach more than four (4) consecutive hours without a
1037 thirty (30) minute break; exceptions shall be made upon consultation between the
1038 designated administrator and the Faculty member.

1039
1040 4. A Faculty member who teaches Saturday and Sunday on a regular basis shall
1041 receive two (2) consecutive non-work days during the following week. A Faculty
1042 member who teaches one (1) day of the weekend shall have two (2) consecutive
1043 non-work days, which shall include one (1) week-end day plus one (1) workday.

1044
1045 5. All full-time Faculty are on contract for the full academic year. However, full-time
1046 Faculty are not required to be on-campus during breaks between semesters and

1047 during Spring Break. Twelve-month Faculty may submit a request(s) to work up to
1048 10 week days during the break periods during each academic year in exchange for
1049 time off during the academic terms. Requests for alternate scheduling must be in
1050 writing and must include a plan for covering classes during the requested period.
1051 Requests must be made in full-day increments. Requests must be submitted with
1052 reasonable notice and are subject to the review and approval of the appropriate
1053 administrator. The decision of the administrator is final and not subject to the
1054 grievance procedure.

1055
1056 I. Office Hours

1057
1058 For one to twenty (1-20) hours of load (both teaching and non-teaching), a minimum
1059 of six (6) office hours shall be posted and made available to students each week. At
1060 least two (2) of the six (6) hours must be face-to-face/in-person. Office hours should
1061 be scheduled at times that are convenient for students (including, where applicable,
1062 appropriate consideration of evening students and the location of classes being taught).
1063 Office hours may be held at any campus facility.

1064
1065 If the Faculty member's teaching load is greater than 20 hours, additional office
1066 hours are required each week as follows:

1067
1068 21 - 24 teaching hours = One (1) additional office hour per week
1069 25 or more teaching hours = Two (2) additional office hours per week

1070
1071 J. Elapse Time

1072
1073 No less than eleven (11) hours shall elapse between the end of the last class taught by
1074 a Faculty member on one day and the beginning of his/her first class on the
1075 succeeding day.

1076
1077 K. Off-Campus Teaching Assignments

1078
1079 Teaching assignments at other than the designated home campus shall be made by
1080 the designated administrator in collaboration with the Faculty member.

1081
1082 L. Volunteer Service

1083
1084 Nothing in this Article shall prevent a Faculty member from volunteering service to
1085 the College beyond the limits set forth in this article.

1086
1087 M. Semester Schedule

1088
1089 The semester schedule for a Faculty member's teaching duties is determined by the
1090 designated administrator in consultation with the Faculty member and subject to
1091 approval by the vice president for academic affairs. The best-qualified Faculty
1092 member, as determined by education, training, experience, and relevant pedagogy
1093 shall be offered course assignments. When each of the above are deemed equal, the
1094 Faculty member with the most years of seniority shall be offered the assignment.

1095 Should that Faculty member refuse the assignment, the assignment shall be offered
1096 to the next most senior Faculty member.

1097
1098 N. Time Changes

1099
1100 All proposed semester schedule additions, cancellations, closings, time changes,
1101 laboratory changes, corrections in credit or contact hours, and any other changes
1102 must be approved by the designated administrator and the vice president for
1103 academic affairs.

1104
1105 O. Schedule Changes

1106
1107 Only the designated administrator and the vice president for academic affairs have
1108 the authority to make or accept schedule changes.

1109
1110 P. Presence

1111
1112 A Faculty member is required to be in the class or laboratory at the time assigned on
1113 the Master Schedule. A Faculty member or other authorized College employee must
1114 be present at all times in any laboratory where the student is at risk while utilizing
1115 laboratory equipment.

1116
1117 Q. Alterations

1118
1119 A Faculty member may not cancel or alter the time of any scheduled class period
1120 without prior approval of the designated administrator.

1121
1122 R. Mentoring

1123
1124 All new full-time Faculty members shall be required, in their first (1st) year of
1125 employment, to participate in the Faculty Mentoring Program as developed by the
1126 Mentoring Task Force.

1127
1128 Mentoring assignments may be given for up to two (2) semesters and compensation
1129 will be based upon one (1) of the following:

1130
1131 1. Release time based upon an agreement between the Faculty member and the
1132 College:

- 1133
1134 a. Semester 1 = 1 to 4 load hours
1135 b. Semester 2 = 1 to 2 load hours

1136
1137 OR

1138
1139 2. Monies for Professional Development activities at the end of the mentoring
1140 assignment. These monies can be used within the twelve (12) months immediately
1141 following the conclusion of the mentoring relationship. The monies will accrue to
1142 the mentor at the following rate(s):

1143

1144

1145

1146

- a. End of the First Semester of the assignment = \$650.00
- b. End of the Second Semester = \$350.00, if the assignment is needed

1147 **ARTICLE IX — POSITION DESCRIPTION OF FACULTY**
1148

1149 A. Each Faculty member shall be directly responsible to a designated administrator and
1150 through that person to the vice president for academic affairs and the president of the
1151 College. Major Faculty responsibilities shall include class and laboratory instruction
1152 with related responsibilities in the area of student advisement.
1153

1154 B. Each Faculty member shall assume additional responsibilities for service on various
1155 committees.
1156

1157 C. In addition to the above and the position description set forth below, each designated
1158 administrator may issue supplementary position descriptions for a departmental
1159 Faculty member and/or for a Faculty member in a specific technology.
1160

1161 D. The position description of a Faculty member shall be as follows:
1162

1163 1. Instruction
1164

1165 Prepares, presents, and evaluates course materials and instructional strategies
1166 based upon program goals and performance objectives. Ensure a positive and
1167 favorable learning environment. Collects and participates in the analysis of
1168 student learning evidence related to program/department learning outcomes
1169 through direct and indirect measures of student learning.
1170

1171 a. Course Preparation
1172

1173 i. Develops course syllabi.
1174

1175 ii. Distributes and explains course syllabi, performance objectives,
1176 and requirements at beginning of course.
1177

1178 iii. Improves course and curriculum by revising course materials
1179 and activities.
1180

1181 iv. Reviews and recommends textbooks and ancillary materials.
1182

1183 v. Requests needed supplies, services, or repairs.
1184

1185 b. Course Presentation
1186

1187 i. Is punctual and uses scheduled class times effectively.
1188

1189 ii. Uses various teaching strategies and learning activities designed
1190 to achieve course objectives.
1191

1192 iii. Communicates subject matter clearly and effectively with
1193 students.
1194

- 1195 iv. Recognizes and accommodates student differences.
- 1196
- 1197 v. Establishes and maintains a positive, supportive learning
- 1198 environment.
- 1199
- 1200 vi. Exhibits enthusiasm—maintains student interest and attention.
- 1201
- 1202 vii. Demonstrates tact, understanding, respect, and fairness in
- 1203 dealing with students.
- 1204
- 1205 viii. Ensures safety and security practices in classes, terminal rooms,
- 1206 laboratories, and clinical settings.
- 1207
- 1208 ix. Incorporates instructional technologies into instructional
- 1209 delivery.
- 1210

1211 c. Course Assessment

- 1212 i. Ensures tests and coursework are in agreement with course
- 1213 objectives.
- 1214
- 1215 ii. Provides adequate feedback/explanation of graded coursework
- 1216 to students in a timely manner.
- 1217
- 1218 iii. Completes grades and other student records accurately and
- 1219 timely.
- 1220
- 1221 iv. Collect and analyze assessment data.
- 1222
- 1223

1224 2. Student Development and Advising

1225
1226 Assists students in attaining maximum educational benefits through proper
1227 course selection; advises concerning academic problems and requirements; refers
1228 to appropriate College resources and support services; assists with career
1229 development and placement; and supports College student service programs.
1230 Assists with student recruitment efforts.

- 1231
- 1232 a. Arranges and maintains suitable office hours for student advising and
- 1233 academic assistance.
- 1234
- 1235 b. Follows appropriate student advisement procedures and assists
- 1236 students with course selection and academic requirements.
- 1237

1238 3. Faculty, College, and Community Service

1239
1240 Participates in campus, Faculty, professional and community organizations, and
1241 activities.

1242

- 1243 a. Attends and participates in department, Faculty, and College
1244 Committees and other scheduled meetings/activities at which
1245 attendance is expected.
1246
1247 b. Maintains effective liaison with community, professional, and academic
1248 organizations.
1249
1250 c. Promotes effective operation and supports relationships with advisory
1251 committees.
1252
1253 d. Completes assigned tasks in a timely manner.
1254
1255 e. Follows established College policies and procedures.
1256

1257 4. Professional Development and Growth
1258

1259 Recognizes professional responsibilities toward growth and interpersonal
1260 relationships as an individual and as a member of the college community.
1261

- 1262 a. Engages in professional development activities to maintain and
1263 improve subject matter and instructional skills.
1264
1265 b. Establishes and maintains positive professional working relationships.
1266
1267 c. Communicates effectively with colleagues and administration.
1268
1269 d. Advises supervisor on needs and problems and recommends solutions.
1270
1271 e. Develops goals and objectives that support personal development and
1272 direction of the department and College.
1273

ARTICLE X — PROFESSIONAL DEVELOPMENT AND GROWTH

In the spirit of our ongoing efforts to maximize student learning, and in the interest of strengthening the College's performance-based culture and the Faculty's ability to engage in continuous improvement, Faculty are encouraged to participate in collaborative, ongoing, non-regularly scheduled reviews of their professional performance.

Each academic year, excluding the year in which the Faculty member is up for contract renewal, Faculty shall participate in an annual performance review with their designated administrator. Each Faculty member shall prepare an annual Faculty narrative and meet with their designated administrator to discuss their performance and receive feedback on the narrative. In addition, Faculty shall participate in collaborative, regularly scheduled comprehensive evaluations of their professional performance. The sum and substance of the comprehensive evaluation is outlined below.

- A. The comprehensive evaluation shall be conducted during the academic year in which the Faculty member is up for contract renewal.
- B. Comprehensive evaluations of Faculty members shall include, but not be limited to, a class administrative evaluation, a review of teaching materials, an Evaluation Conference, comprehensive Faculty Narrative, student evaluations, and a Final Evaluation Report.
- C. Each Faculty member shall participate in a comprehensive evaluation of performance conducted by the designated administrator utilizing:
 1. Comprehensive Faculty Narrative ([form available on the portal](#)).
 2. Class administrative evaluation
 3. Student evaluations
 4. Evaluation Conference ([form available on the portal](#))
 5. Final Evaluation Report

D. Definitions

1. Annual Faculty Narrative

Annually, the Faculty member shall complete a written narrative ([form available on the portal](#)) which includes:

- a. Identification of strengths and areas for growth
- b. Description of progress toward outcomes of goals and objectives
- c. Personal goals for upcoming year

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2. Comprehensive Faculty Narrative

- a. In connection with the comprehensive Faculty evaluation, the Faculty member shall complete a written narrative that includes all of the items included in the Annual Faculty Narrative plus evidence of commitment.

3. Class Administrative Evaluation

- a. The designated administrator shall conduct a class evaluation of the Faculty member during the semester in which the comprehensive evaluation is being conducted.
- b. Each Faculty member shall be evaluated by the Faculty member’s designated administrator a minimum of one (1) class observation of no fewer than fifty (50) minutes time during the semester in which the comprehensive evaluation is conducted.
- c. Completed observation forms pertaining to the class administrative evaluation shall be provided to the Faculty member within five (5) working days after the class observation; a Faculty member shall have five (5) working days within which to return a signed response to the designated administrator. If the Faculty member does not concur with the class administrative evaluation, the Faculty member shall have the right to request from the vice president for academic affairs a different designated administrator to conduct an additional class administrative evaluation.

4. Student Evaluations

Student evaluations shall be conducted for every section of every course, every semester. There will be a “window of opportunity” during which evaluations will be available for students. These evaluations shall be done online and shall include both numerical scores and narrative comments. After final grades are posted, the results of the evaluations will be sent to the appropriate designated administrator and to the Faculty member, who are encouraged to review the results.

5. The Evaluation Conference

During the evaluation conference, the Faculty member and designated administrator will review and discuss all issues and materials that comprised the comprehensive evaluation process.

6. The Final Evaluation Report, written by the designated administrator, shall include:

- a. Review of performance evaluated in light of previously established

1370 professional goals and objectives, as well as in light of previously
1371 established non-instructional projects and obligations.

- 1372
- 1373 b. Review of a sample of the Faculty member's teaching materials, such as
1374 (but not limited to) tests, labs, handouts, Syllabus, and assignments.
- 1375
- 1376 c. Review of student evaluation trends since the previous review period.
- 1377
- 1378 d. Review of the comprehensive Faculty Narrative.
- 1379
- 1380 e. Review of the class administrative evaluation.
- 1381
- 1382 f. The establishment of individual and programmatic instructional goals
1383 and objectives for the next review period—undertaken in collaboration
1384 with the program director, when appropriate—as well as the
1385 establishment of non-instructional projects and obligations for the next
1386 review period.
- 1387
- 1388 g. Review of performance according to the Faculty Position Description.
- 1389
- 1390 h. Summary of the Evaluation Conference.
- 1391

1392 E. Procedures:

1393

1394 1. Annual Performance Review:

- 1395
- 1396 a. No later than the third (3rd) full week of classes during the autumn
1397 semester, the designated administrator will collaborate with the Faculty
1398 member to set the time for the review meeting.
- 1399
- 1400 b. No later than the twelfth (12th) full week of the autumn semester, the
1401 designated administrator and the Faculty member will meet for the
1402 annual performance review.
- 1403

- 1404 2. The Faculty member will submit their annual Faculty Narrative to the
1405 designated administrator no later than one week prior to the review meeting.
- 1406

1407 Comprehensive Autumn Evaluation:

- 1408
- 1409 a. No later than the third (3rd) full week of classes during the autumn
1410 semester of the final academic year of the Faculty member's contract,
1411 the designated administrator will collaborate with the Faculty member
1412 being evaluated to review the evaluation process, establish a timeline
1413 for completing the steps of the evaluation process, and discuss any
1414 relevant materials and issues.
- 1415
- 1416 b. No later than the twelfth (12th) full week of the autumn semester, the
1417 designated administrator and the Faculty member will meet for the

1418 Evaluation Conference.

- 1419
- 1420 c. The Faculty member shall submit her/his comprehensive Faculty
- 1421 Narrative to the designated administrator no later than one week prior
- 1422 to the Evaluation Conference.
- 1423
- 1424 d. By the end of autumn semester, the designated administrator shall
- 1425 write and sign the Final Evaluation Report and send it to the Faculty
- 1426 member for their review.
- 1427
- 1428 e. No later than the end of the second (2nd) full week of spring semester
- 1429 following the Comprehensive Evaluation, the Faculty member shall sign
- 1430 the Final Evaluation Report and return it to the designated
- 1431 administrator.
- 1432
- 1433 f. No later than the end of January, the designated administrator shall
- 1434 submit the Final Evaluation Report—signed by both the designated
- 1435 administrator and the Faculty member—to the vice president for
- 1436 academic affairs, who will review and sign the Final Evaluation Report
- 1437 and maintain a copy in the Faculty member’s personnel file.
- 1438

1439 F. Evaluation Forms Committee

1440

1441 A joint committee comprised of an equal number of representatives from the

1442 UF/COTC and the College shall be formed to develop, review, and evaluate all

1443 forms used in Faculty members’ evaluations. All forms used in the Faculty

1444 evaluation process must be approved by the vice president for academic affairs

1445 prior to implementation. Each party shall have complete control to select its own

1446 representatives to the committee.

1447

1448 **ARTICLE XI — PROFESSIONAL RIGHTS/ACADEMIC FREEDOM**
1449

1450 A. Professional Rights/Academic Freedom
1451

- 1452 1. Shall include, but not be limited to the following:
1453
1454 a. The freedom to teach, conducts research, invent, and publish.
1455
1456 b. The freedom to discuss in the class, in his/her own manner, but consistent
1457 with the dignity of the profession, any material relevant to the subject matter
1458 as provided in the course description and course outlines.
1459
1460 2. The principle correlative responsibilities attaching to the exercise of academic
1461 freedom include:
1462
1463 a. The responsibility to pursue excellence, intellectual honesty, objectivity in
1464 his/her teaching, and to increase his/her experience and expertise.
1465
1466 b. The responsibility to encourage students and colleagues to engage in free
1467 discussion, inquiry, and practice.
1468
1469 c. The responsibility to refrain from discussing or promoting matters that have
1470 no bearing on the subject content of the course.
1471

1472 B. Instructional Material Selection
1473

- 1474 1. Considerations
1475
1476 a. Primary importance shall be given to choosing instructional materials that
1477 best address the competencies and student learning outcomes for the course.
1478
1479 b. Monetary costs to students is a factor to consider, but should not be the
1480 principal one.
1481
1482 c. Authorship of instructional materials should have no bearing on their
1483 selection.
1484
1485 2. Policy
1486
1487 a. Any course taught by only one (1) full-time Faculty member (part-time faculty
1488 may also teach the course):
1489
1490 i. The full-time Faculty member selects the instructional materials as long
1491 as those materials support the approved syllabus for the course.
1492
1493 ii. Any course taught by more than one full-time Faculty member in the
1494 same semester (part-time faculty may also teach the course):
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- a. It is strongly recommended that the same text materials be used by all Faculty. However, if consensus cannot be reached by full-time Faculty:
 - i. if the course is not sequential, each Faculty member may choose the material that best addresses the performance objectives;
 - ii. if the course is sequential, the choice shall be made by the majority of the Faculty;
 - iii. if there is no majority choice, the choice shall be made by the designated administrator;
- b. Consultation with one (1) or more part-time Faculty is encouraged, if appropriate.

3. Any course taught only by one (1) or more part-time Faculty member, the decision on the text materials will be made by the designated administrator in consultation with the part-time faculty teaching the course, if possible. Consultation with full-time Faculty in the technology is strongly recommended.

C. Outside Employment

A Faculty member shall have the right to pursue any outside employment without restrictions, so long as it does not interfere with his/her assigned duties or with continuing education courses offered by the College of which the Faculty are made aware at least six (6) months in advance.

D. Installation of Software

A Faculty member has the right to request the College's IT department to install the Faculty member's own licensed software on the College's computer, and such requests shall not be unreasonably denied.

E. Intellectual Property Rights

Intellectual property created by the Faculty member in the fulfillment of the employee's normal duties and responsibilities under this collective bargaining Agreement is presumed to belong to the Faculty member for proprietary or marketing purposes outside the College, but is available to the College for internal review and for review by external agencies regulating the College.

The College is the presumed owner of intellectual property only when the College enters into an agreement with the Faculty member specifically to create such specified intellectual property in exchange for compensation and the agreement specifically outlines the development obligations and the College's exclusive ownership.

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The College and the employee are joint owners of intellectual property when they enter into a specific agreement to create such intellectual property, and this agreement defines the development obligations and ownership share of each party.

1549 **ARTICLE XII — SERVICE RECOGNITION**

1550 A. Definition

- 1551
- 1552 1. Service recognition shall be defined as the total number of continuous contracted
- 1553 years of service as full-time professional employees of the College.
- 1554
- 1555 2. Service recognition shall be counted from the first (1st) day of full-time work at
- 1556 the College.
- 1557

1558 B. Service Recognition Shall be Modified by the Following Considerations:

- 1559
- 1560 1. A Faculty member who resigns, retires, or whose employment contract is non-
- 1561 renewed or terminated for cause shall forfeit all accrued service recognition, but if
- 1562 rehired, may begin to accrue new service recognition as of date of his/her
- 1563 reemployment.
- 1564
- 1565 2. A Faculty member who is laid-off and rehired shall maintain his/her accrued
- 1566 service recognition but shall not accrue additional service recognition during the
- 1567 period of layoff.
- 1568
- 1569 3. A Faculty member on authorized leave shall continue to accrue service
- 1570 recognition, but such service shall not be counted for purposes of salary
- 1571 placement.
- 1572
- 1573 4. A service recognition list shall be maintained by the College showing the service
- 1574 recognition of each member of the bargaining unit. Such list should be made on or
- 1575 about October 15th of each year and shall be posted no less than thirty (30) days
- 1576 prior to the implementation of any layoff. It is the responsibility of each Faculty
- 1577 member to notify the vice president for institutional planning and human
- 1578 resources of any errors in his/her service recognition listing within fifteen (15)
- 1579 days of such posting or such error shall be waived.
- 1580
- 1581 5. In case of a tie, service recognition shall be determined by the last four (4) digits
- 1582 of the Faculty member's social security number. The higher number shall have
- 1583 more service recognition.
- 1584

1585 **ARTICLE XIII — REDUCTION IN FACULTY**

1586
1587 A. A reduction in Faculty shall be implemented when, in the sole and exclusive
1588 judgment of the Board of Trustees, one (1) or more of the following occurs:

- 1589
1. The Board's ability to fulfill its academic goals has been or will be seriously
1590 affected because of a pattern of declining income, or
1591
 2. A general pattern of declining enrollment in the College or in a particular
1592 department or technology has been observed that has or will affect the College's
1593 ability to fulfill its academic goals and responsibilities.
1594

1595
1596
1597 B. When a reduction in staff is proposed, the procedure below shall be followed:

- 1598
1. A written notification to the UF/COTC president.
1599
 2. The designated administrator of the affected program/technology shall seek and
1600 obtain recommendation from the affected department's Faculty on how best to
1601 carry out the reduction in staff.
1602
 3. The Faculty recommendations, including any alternative proposals recommended
1603 by the designated administrator, shall be submitted by the designated
1604 administrator of the affected program/technology to the vice president for
1605 academic affairs. These recommendations shall be considered by the College
1606 administration before implementing a reduction in Faculty.
1607

1608
1609
1610
1611 C. When a reduction in Faculty is to be implemented, the procedure below shall be
1612 followed:

- 1613
1. All reductions in Faculty shall be made within each technology affected.
1614
 2. Full-time Faculty members already employed by the College shall have a priority
1615 of employment within the technology over part-time faculty.
1616
 3. When two or more of the full-time Faculty within the same technology are equally
1617 qualified and have areas of expertise of equal value to the technology, layoffs shall
1618 be made in reverse order of service recognition.
1619
 4. No Faculty member shall have early retirement forced upon him/her because of a
1620 reduction in Faculty.
1621
 5. A Faculty member who has been laid-off under this Article shall:
1622
- a. be placed on a recall list for three (3) years;
1623
 - b. be given written notification by mail or personal service of all personnel
1624 vacancies for which he/she is qualified as such vacancies occur;
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- c. receive preference to positions for which he/she is qualified over non-campus applicants.
6. A Faculty member shall be recalled according to the principle "last laid-off, first recalled," providing a Faculty member is qualified to perform the duties of the vacant position.
- 7.
- a. The Board shall make reasonable effort to relocate each affected Faculty member in other academic, administrative, or staff positions needing personnel when the Faculty member's qualifications permit.
 - b. The salary and benefits received by the relocated Faculty member shall be that otherwise designated for the assumed position at the posted salary.
- 8.
- a. Any full-time Faculty member who is to be discontinued for reasons of a reduction in Faculty shall be advised of such decision as soon as possible but no later than the start of the semester immediately preceding the lay-off.
 - b. Such Faculty member shall be advised that the reasons for his/her discontinuation are not due to dissatisfaction with his/her services.
- D. For the purpose of this Article, the qualifications of a Faculty member and his/her areas of special expertise shall be determined within the sole and exclusive discretion of the vice president for academic affairs, provided, however, such discretion shall not be exercised in an arbitrary or capricious manner.

1661 **ARTICLE XIV — LEAVES OF ABSENCES**

1662

1663 **A. Sick Leave**

- 1664
- 1665 1. Sick leave entitlement and credits for Faculty are administered in accordance with
- 1666 COTC policy.
- 1667
- 1668 2. A new Faculty member who does not bring accrued sick leave from his/her
- 1669 employer shall be advanced five (5) days sick at the beginning of such new Faculty
- 1670 member's employment.

1671

1672 **B. Personal Leave**

- 1673
- 1674 1. Upon the approval of the designated administrator, not more than three (3) days
- 1675 annually shall be granted to Faculty members to conduct personal business that
- 1676 otherwise cannot be scheduled at times that do not conflict with the Faculty
- 1677 member's duties to the College.
- 1678
- 1679 2. Such leave should not be used for recreational purposes or solely to extend
- 1680 holidays, between-semester breaks or weekends.
- 1681
- 1682 3. Except in cases of urgent necessity, application for such leave shall be made to the
- 1683 designated administrator no less than seventy-two (72) hours before its intended
- 1684 use; such application shall certify that the use of such leave is as authorized
- 1685 herein.
- 1686
- 1687 4. Such leave shall not be accumulative and shall be deducted from sick leave.

1688

1689 **C. Unpaid Leaves of Absence**

1690

1691 Unpaid leaves of absence will be administered in accordance with COTC policy.

1692

1693 **D. UF/COTC Service Leave**

- 1694
- 1695 1. Upon the written request of the president of UF/COTC and the approval of the
- 1696 president of the College, a Faculty member may be granted UF/COTC Service
- 1697 Leave with or without pay.
- 1698
- 1699 2. The purpose of such leave shall include, but not limited to, election or
- 1700 appointment to perform services as a representative of the UF/COTC, the Ohio
- 1701 Federation of Teachers, the American Federation of Teachers, the AFL-CIO, or
- 1702 any labor division of a state or federal government agency on a temporary or
- 1703 emergency basis.
- 1704
- 1705 3. If approved in the written authorization granting the leave, a Faculty member
- 1706 shall:
- 1707
- 1708 a. be returned to his/her original or equivalent position upon the expiration of

1709 such leave; and/or

- 1710
- 1711 b. paid a portion or all of such Faculty member's salary.
- 1712
- 1713 4. Upon the written request of the president of UF/COTC, a total of ten (10) days
- 1714 shall be granted annually, without pay, to conduct UF/COTC business.
- 1715
- 1716 a. Such leave shall be granted upon no less than seventy-two (72) hours in
- 1717 advance of such leave.
- 1718
- 1719 b. No Faculty member shall be absent for more than three (3) consecutive
- 1720 workdays.
- 1721
- 1722 c. No more than two (2) Faculty members shall be on such leave concurrently.
- 1723
- 1724 d. Each Faculty member shall arrange for a meaningful learning experience for
- 1725 his/her students during the term of such leave.
- 1726

1727 E. Assault Leave

1728

- 1729 1. Any Faculty member assaulted while in the course of such member's employment
- 1730 and who is temporarily disabled by an injury resulting from such assault and who
- 1731 has exhausted his/her sick leave or has no accumulated sick leave to his/her credit
- 1732 shall remain on the payroll as a regular employee and shall receive all benefits as
- 1733 if on sick leave as hereinafter provided.
- 1734
- 1735 2. The Faculty member shall apply for Workers' Compensation; if Workers'
- 1736 Compensation benefits are paid, the College shall pay to such Faculty member the
- 1737 difference between the benefits received and the Faculty member's regular salary.
- 1738
- 1739 3. Assault leave as provided herein shall not exceed more than thirty (30) days or
- 1740 shall terminate at such time Workers' Compensation payments are discontinued,
- 1741 whichever occurs first.
- 1742

1743 F. Sabbatical Leave

1744

- 1745 1. Sabbatical leave is an educational leave, which shall be granted only for the
- 1746 benefit of the College and shall be for purposes of scholarly and creative
- 1747 endeavors that advance the professional competence, enrich the teaching, or
- 1748 enhance the research of the Faculty member to the benefit of the department and
- 1749 the College.
- 1750
- 1751 2. Upon the completion of seven (7) years of full-time service, a Faculty member
- 1752 shall be eligible to be considered for a sabbatical leave; after being granted a
- 1753 sabbatical leave, a Faculty member does not become eligible again until the
- 1754 completion of an additional seven (7) years of full-time service.
- 1755
- 1756 3. The number of sabbatical leaves available each year is limited and depends upon

1757 the availability of funds and the availability of personnel to cover the duties and
1758 responsibilities of the Faculty member requesting sabbatical leave.

- 1759
- 1760 4. Such a leave shall be granted to an eligible Faculty member without regard to the
1761 number of years such Faculty member has been eligible for such leave.
- 1762
- 1763 5. Procedures for Faculty members wishing to be considered for sabbatical are as
1764 follows:
- 1765
- 1766 a. On or before November 15, in the year before the sabbatical is to be taken, the
1767 Faculty member shall submit a detailed proposal in writing including methods
1768 and standards of documentation for the successful completion of the proposed
1769 sabbatical leave to his/her designated administrator.
- 1770
- 1771 b. On or before December 31, the designated administrator shall submit an
1772 evaluation of the proposal based on its merits to the vice president for
1773 academic affairs.
- 1774
- 1775 c. On or before March 1, the vice president for academic affairs shall submit an
1776 evaluation based on the proposal's merit to the president of the College.
- 1777
- 1778 d. The president of the College shall make a decision concerning the Faculty
1779 member's proposal in time for submission to the Board of Trustees no later
1780 than its regular meeting in March.
- 1781
- 1782 e. The Faculty member shall be notified in writing by the president of the College
1783 of the decision of the Board; copies shall be sent to the designated
1784 administrator and the vice president for academic affairs.
- 1785
- 1786 6. A sabbatical leave may be granted for part or all of an academic year following the
1787 year in which the proposal is approved.
- 1788
- 1789 7. A sabbatical leave for one (1) semester shall be at full pay, and a two (2) or three
1790 (3) semester leave at one-half (1/2) pay.
- 1791
- 1792 8. A Faculty member on sabbatical shall continue to accrue sick leave, retirement
1793 credit, and insurance benefits subject to approval of the appropriate vendor or
1794 state agency.
- 1795
- 1796 9. The Faculty member shall submit to the president of the College a report detailing
1797 the attainments of the Faculty member as described in the proposal submitted
1798 pursuant to 5 A above; failure to submit such report shall obligate the Faculty
1799 member to repay the College for all benefits granted during the sabbatical within
1800 twelve (12) months.
- 1801
- 1802 10. The Faculty member shall return to the College for at least one (1) full year after
1803 the sabbatical or will repay the College for all benefits granted during the
1804 sabbatical within twelve (12) months.

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G. Jury Duty/Court Attendance

Jury Duty/Court Attendance shall be administered in accordance with COTC policy.

H. Military Leave

Military leave shall be administered in accordance with COTC policy.

**ARTICLE XV — PROFESSIONAL MEETINGS, CONFERENCES,
WORKSHOPS**

- 1814
- 1815
- 1816
- 1817 A. Funds shall be appropriated for the use of a Faculty member to attend professional
- 1818 meetings, conferences, and workshops.
- 1819
- 1820 B. Requests shall be submitted to the designated administrator or the Faculty
- 1821 Development Committee for final approval by the designated administrator under the
- 1822 timelines in the College's Travel Policy.
- 1823
- 1824 C. The designated administrator shall approve the specific amount of reimbursement.
- 1825
- 1826 D. All travel, both in-state and out-of-state, must be approved prior to the actual
- 1827 commencement of the travel.
- 1828
- 1829 E. Such reimbursement shall be based upon the College's travel policy in effect at the
- 1830 time.
- 1831

1832 **ARTICLE XVI — COLLEGE GOVERNANCE**

1833 **A. College Governance**

- 1834
- 1835 1. The Board of Trustees reserves unto itself all rights, duties, and authorities
- 1836 granted by law.
- 1837
- 1838 2. The Board of Trustees grants to the president of the College, the vice president for
- 1839 academic affairs, and the other administrative officers, those powers, duties and
- 1840 authorities delegated by the Board of Trustees and granted by law to conduct the
- 1841 affairs of the College.

1842

1843 **B. Advisory Role of the Faculty in the Academic Administration of the College**

- 1844
- 1845 1. The Board of Trustees grants to the Faculty advisory responsibility for
- 1846 fundamental academic matters including, but not limited to, admission and
- 1847 graduation requirements, curriculum, subject matter and methods of instruction,
- 1848 research, coordination, and those aspects of student life, which relate to the
- 1849 educational process.
- 1850
- 1851 2. The Faculty Council shall be the primary means through which the Faculty makes
- 1852 its recommendations on those academic matters for which it has been granted
- 1853 advisory responsibility. The College president or the vice president for academic
- 1854 affairs may appoint appropriate academic staff members to such committees as
- 1855 long as the number of staff members does not exceed one third of the number of
- 1856 members of the committee.

1857

1858 **C. Advisory Role of the Faculty in Non-Academic Decision Making**

- 1859
- 1860 1. The Board of Trustees recognizes that the Faculty has a direct and compelling
- 1861 interest in College issues including, but not limited to, long- and short-range
- 1862 planning, priorities in the deployment of financial resources, acquisition and use
- 1863 of existing physical and human resources, institutional self-study and marketing,
- 1864 public relations, and recruiting activities.
- 1865
- 1866 2. Current College-wide committees established to make recommendations on such
- 1867 issues, and any such committees established during the period of this Agreement,
- 1868 shall include appointments of the Faculty Council.
- 1869
- 1870 a. The College president or vice president for academic affairs may make
- 1871 recommendations to the Faculty Council president for Faculty appointments
- 1872 to such committees, and the Faculty Council president shall give due
- 1873 consideration to those recommendations.
- 1874
- 1875 b. The president of the UF/COTC may make recommendations to the Faculty
- 1876 Council president for Faculty appointments to such committees, and the
- 1877 Faculty Council president shall give due consideration to those
- 1878 recommendations.
- 1879

- 1880 c. This provision shall not apply to strictly administrative committees such as the
1881 Academic Leadership Team.
1882

1883 D. Committee Appointments
1884

- 1885 1. The United Faculty and the Administration hold a shared vision of the importance
1886 of committee assignments in the operation and running of the College.
1887 Committee assignments are representative of shared governance and in that
1888 regard are viewed as both a right and a responsibility for the Faculty.
1889 Administration shall strive to be mindful of the importance of the Faculty
1890 member's time investment, and the Faculty member will strive to honor their
1891 commitments.
1892
- 1893 2. A Faculty member shall not be required to serve on more than two (2) committees
1894 or the equivalent as determined cooperatively between the Faculty member and
1895 the Chair in total per year. Committees shall include, but not be limited to, the
1896 following:
1897
- 1898 a. College committees
 - 1899 b. Faculty Council committees
 - 1900 c. Program committees
 - 1901 d. Ad hoc committees
 - 1902 e. Advisory committees
 - 1903 f. Student committees
 - 1904 g. Search committees
- 1905
- 1906 3. A Faculty member may request release from the appointing authority of any
1907 committee.
1908
- 1909 4. The appointing authority shall be responsible for establishing the final
1910 composition of the committees including, but not limited to, adjustments of
1911 committees with obvious imbalances.
1912
1913
1914

1915 E. Committee Recommendations
1916

- 1917 1. Committee recommendations shall be given full consideration for review by the
1918 College administration and shall be responded to within six (6) weeks of the initial
1919 submission of the recommendation.
1920
- 1921 2. The response shall include the acceptance of the recommendation(s) or denial of
1922 the recommendation(s) with specific comments regarding the
1923 recommendation(s).
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F. Distance Education

Both the College and COTC Faculty are committed to offering a broad range of course delivery options that optimize and strengthen the quality of education for all COTC students. We believe that offering multiple learning opportunities to our students increases access to higher education. Offering Distance Education courses helps meet this objective. The guidelines for distance education course development are outlined in the document developed by a joint committee made up of an equal number of COTC Faculty members and College administrators. In the spirit of collaboration, changes to the guidelines and development of/changes to guidelines for other distance education-related topics shall be made by joint agreement of the College and COTC Faculty members.

ARTICLE XVII — MEETINGS

- A. Division meetings shall be held no more than eight (8) times per semester; department meetings shall meet as required to complete their stated goals and objectives.
- B. Division meetings will typically be scheduled for no more than two (2) hours. However, in exceptional cases, such meetings may be extended as necessary.
- C. The administration shall not schedule any meetings of Faculty members from 3:00 p.m. to 5:00 p.m. on the third Monday of each month provided, however, nothing herein shall preclude conducting regularly scheduled classes.
- D. Faculty Developmental Week
 - 1. Faculty Developmental Week shall be the five business days prior to the first day of classes autumn term. Additional time shall be devoted to orientation of new Faculty.
 - 2. Activities during Faculty development week may include developmental and/or in-service sessions, time for class preparation, and meetings to conduct College business.
 - 3. The agenda for Faculty Developmental Week shall be developed by the Faculty Development Committee in cooperation with the Office of the vice president for academic affairs.

1969 **ARTICLE XVIII — SALARY AND COMPENSATION**
1970

1971 **A. New Faculty Salary**
1972

1973 For those Faculty members whose full-time contracts began on or after Summer
1974 session:
1975

Degree Level	Nine-month Base Salary AY2020-AY2022
Bachelor's Degree	\$43,218
Master's Degree	\$46,499
Doctorate Degree	\$49,780

1976 The following steps are to be followed in computing a new Faculty member's salary:
1977

- 1978
- 1979 1. The Faculty member is placed on one (1) of the three (3) starting salaries above
1980 according to highest academic degree earned.
1981
 - 1982 2. \$100 is allowed an incoming Faculty member for each related certification as
1983 approved by the designated administrator (five (5) certificate maximum), and
1984 this total is added to the base on the appropriate schedule prior to calculating
1985 Step 3.
1986
 - 1987 3. An additional 2% is allowed an incoming Faculty member for each year of
1988 verifiable professional and teaching experience (12 years maximum), and this
1989 total is added to the base on the appropriate schedule. Experience is credited
1990 as outlined below:
1991
 - 1992 a. College teaching experience: One (1) year of credit for each year taught in the
1993 same field.
1994
 - 1995 b. Professional or technical experience directly relating to the teaching field. One
1996 (1) year of credit for each three years in the field.
1997
 - 1998 c. High School teaching in the same discipline: One (1) year of credit for each
1999 two (2) years of high school teaching.
2000
 - 2001 4. Twelve-month salary is calculated as follows: Nine-month salary divided by nine
2002 (9) times twelve (12).
2003

2004 B. Returning Regular Faculty

2005
2006 (For those Faculty members whose full-time contracts began prior to Summer
2007 session, 2019) Salary increases for nine-month and twelve-month Faculty members
2008 are effective at the beginning of the pay period including September 1 of each fiscal
2009 year. For FY2020, FY2021, and FY2022 the College agrees to provide members of the
2010 bargaining unit with the same salary pool as provided to all other regular COTC staff
2011 employees. The salary pool will be distributed to returning Faculty members based
2012 upon the matrix structure in the following table. Returning regular Faculty members
2013 will receive a percentage increase on the contracted salary based on rank and position
2014 of their salary to the market position—the average by faculty rank—of other Ohio
2015 Two-Year Colleges based upon IPEDS data. The percentage distribution schedule will
2016 be determined each year in consultation with Union leadership.
2017

	Position to Market		
Rank	< 0.95	0.95 – 1.05	> 1.05
Professor	TBD	TBD	TBD
Associate Professor	TBD	TBD	TBD
Assistant Professor	TBD	TBD	TBD
Instructor	TBD	TBD	TBD

2018
2019
2020 C. Overload Pay

2021 Full-time Faculty members are paid for additional teaching beyond their normal
2022 contractual commitments on a per-instructional hour basis. The amount of pay is
2023 determined by the number of contract hours of the additional instruction, as
2024 determined in Article VIII of this Agreement, multiplied by the overload hourly rate
2025 as calculated below:
2026
2027

2028 Rate Per Contact Hour*

2029
2030 Nine-Month Faculty = $\text{Nine-month salary divided by the number of hours (1560)}$
2031 $\text{in the nine-month contract X 1.5}$

2032
2033 Twelve-Month Faculty = $\text{Twelve-month salary divided by the number of hours}$
2034 $\text{(2080) in the twelve-month contract X 1.5}$

2035
2036 *Compensation for total overload hours shall be computed by multiplying the rate for
2037 one overload hour by the total number of overload hours including fractions thereof.
2038

2039 D. Individual Studies

2040 Full-time Faculty members shall be paid \$150 per student per semester credit hour
2041 for directing the student's individual studies course.
2042
2043

2044 E. Salary Credits

2045
2046 Upon the successful completion of his/her first master's or doctorate degree
2047 confirmed on or after October 1, 2013, nine-month Faculty members shall receive a
2048 salary credit of \$3,000.00 and twelve-month Faculty members shall receive a salary
2049 credit of \$4,000 to his/her base salary effective the pay period including September 1
2050 following confirmation of the respective degree. Upon the successful completion of a
2051 discipline-related certification (maximum of five, including those allowed as an
2052 incoming Faculty member) as approved by the designated administrator, nine-month
2053 Faculty members shall receive a salary credit of \$100/certification and twelve-month
2054 Faculty members shall receive a salary credit of \$133/certification to his/her base
2055 salary effective the pay period including September 1 following certification.

2056
2057 F. Salary Adjustment for Rank

2058
2059 Promotion in rank shall result in adjustment to salary base in the year following the
2060 promotions as follows:

- 2061
- | | |
|---|---------|
| 2062 1. Instructor - Assistant Professor | \$2,000 |
| 2063 2. Assistant Professor - Associate Professor | \$2,500 |
| 2064 3. Associate Professor - Full Professor | \$3,000 |
- 2065
2066
2067

2068 G. Compensation for Off-Semester Committee Appointments

2069
2070 A Faculty member who is authorized by the president of the College and/or vice
2071 president for academic affairs and who accepts an off- semester committee
2072 appointment shall be compensated \$20.00 per hour.

2073
2074 H. Salaries for Full-time Faculty for Supplemental Instructional Hours Between Terms

2075
2076 Supplemental instructional hours must be preapproved by the designated
2077 administrator. The amount of supplemental pay is determined by the number of
2078 contact hours of the supplemental instruction multiplied by the hourly rate as
2079 calculated below:

2080 Nine-Month Faculty = Nine-month salary divided by the number of hours (1560) in
2081 the nine-month contract.

2082
2083 Twelve-Month Faculty = Twelve-month salary divided by the number of hours
2084 (2080) in the twelve-month contract.

2085
2086 I. Portfolio Evaluation Stipend

2087
2088 Faculty who complete a portfolio evaluation as per the 'Portfolio Evaluation Policy'
2089 shall be compensated \$75 per successfully completed evaluation.

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J. Benefits

For the duration of this Agreement, the College agrees to provide the members of the Bargaining Unit the same health & welfare programs and other benefits as provided to all other full-time regular employees of the College, unless expressly stated otherwise within this Agreement. Paychecks shall be issued on a biweekly basis on the same schedule as other biweekly-paid College employees.

ARTICLE XIX — RANK AND PROMOTION

A. Definition of Academic Rank

It is the policy of Central Ohio Technical College to award academic rank to members of the Faculty. These academic ranks are:

Instructor
Assistant Professor
Associate Professor
Professor

B. New Faculty Appointments

Initial Faculty member rank is awarded on the basis of a combination of advanced education, professional output, and teaching or other related experience. Initial assignment of rank for newly hired Faculty members shall be made by the College.

C. Promotion in Rank for Current Faculty Members

Eligibility Requirements for Promotion in Rank

Promotion in rank is awarded on the basis of a combination of advanced education, professional output, quality of service to the College, and community service. Promotion in rank indicates the increased value of the Faculty member to COTC. The College may recognize superior service by offering an early grant of promotion in rank.

Promotion in rank assumes demonstrated evidence of progressively strengthened excellence in both the quality and the quantity of the factors alluded to above (e.g., advanced education and professional output). Additionally, Faculty members may request only one (1) promotion in rank at a time, may request only a sequential promotion in rank (e.g., from Assistant Professor to Associate Professor), and may apply for and be granted a rank promotion request only after she or he has completed three (3) years of work at the College for a first promotion since initial hire, and for subsequent promotions only after she or he has completed a minimum of two (2) years of work since the previous promotion. However, if a Faculty member's request for a promotion in rank is denied, the Faculty member may request a promotion in rank during the subsequent academic year.

1. Instructor

- a. Possession of a Bachelor's degree or higher—in the discipline in which the Faculty member teaches (if available)—from a regionally accredited college or university.
- b. New Faculty with fewer than three years of college-level teaching experience will normally be ranked as Instructor.

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2. Assistant Professor

- a. If a graduate degree (from a regionally accredited college or university) is available in the Faculty member's discipline, then possession of a Master's degree or higher—in the discipline in which the Faculty member teaches—from a regionally accredited college or university is required for this rank. In the technical areas, if the Faculty member's baccalaureate degree is in the discipline in which the Faculty member teaches (or is in a closely related field), the Faculty member may have a Master's degree in Education or in a discipline closely related to that in which the Faculty member teaches.
- b. Consistently demonstrated evidence of progressively strengthened excellence in both the quality and the quantity of the Faculty member's work, as defined in SectionD.2 of this article.

3. Associate Professor

- a. If a graduate degree (from a regionally accredited college or university) is available in the Faculty member's discipline, then possession of a Master's degree or higher—in the discipline in which the Faculty member teaches—from a regionally accredited college or university is required for this rank. In the technical areas, if the Faculty member's baccalaureate degree is in the discipline in which the Faculty member teaches (or is in a closely related field), the Faculty member may have a Master's degree in Education or in a discipline closely related to that in which the Faculty member teaches.
- b. Since the most recent successful promotion, new and consistently demonstrated evidence of progressively strengthened excellence in both the quality and the quantity of the Faculty member's work, as defined in SectionD.2 of this article.

4. Professor

- a. If a graduate degree (from a regionally accredited college or university) is available in the Faculty member's discipline, then possession of a Master's degree or higher—in the discipline in which the Faculty member teaches—from a regionally accredited college or university is required for this rank. In the technical areas, if the Faculty member's baccalaureate degree is in the discipline in which the Faculty member teaches (or is in a closely related field), the Faculty member may have a Master's degree in Education or in a discipline closely related to that in which the Faculty member teaches.
- b. Since the most recent successful promotion, new and consistently demonstrated evidence of progressively strengthened excellence in both the quality and the quantity of the Faculty member's work, as defined in SectionD.2 of this article.

- 2193 c. Exemplary leadership at the College or exemplary accomplishments in one's
2194 field of expertise.
2195

2196 D. Procedures for Promotion in Rank
2197

2198 1. The timeline below must be followed:
2199

- 2200 a. Interested Faculty members must submit a letter of intent for consideration
2201 for promotion in rank to the vice president for academic affairs' office by
2202 **September 1** (unless that date falls on a weekend; in this case, the
2203 recommendation shall be forwarded on the Monday following September 1).
2204 The vice president for academic affairs will notify the committee and the
2205 Faculty member's designated administrator.
2206
- 2207 b. The Faculty member's evidence shall be presented to the vice president for
2208 academic affairs' office by the **first day of Spring Semester**.
2209
- 2210 c. If necessary, prior to meeting with the vice president for academic affairs, the
2211 committee may request additional or clarifying evidence from a Faculty
2212 member seeking a promotion in rank.
2213
- 2214 d. Following their respective reviews of materials submitted by Faculty seeking a
2215 promotion in rank, the committee and the vice president for academic affairs
2216 shall meet prior to the committee's sending its formal recommendations to the
2217 vice president for academic affairs.
2218
- 2219 e. The committee will submit its recommendation to the vice president for
2220 academic affairs by **March 1** (unless that date falls on a weekend; in this case,
2221 the recommendation shall be forwarded on the Monday following March 1).
2222
- 2223 f. The vice president for academic affairs' recommendation and that of the
2224 committee shall be forwarded to the president of the College by **March 15**
2225 (unless that date falls on a weekend; in this case, the recommendation shall be
2226 forwarded on the Monday following March 15). If the vice president for
2227 academic affairs' recommendation does not concur with that of the committee,
2228 they will meet and discuss the differences before the vice president for
2229 academic affairs forwards the recommendations to the College president.
2230

2231 2. The committee's recommendation shall be based upon but not limited to a review
2232 of:
2233

- 2234 a. Demonstrated evidence of progressively strengthened excellence in teaching as
2235 represented by activities such as the following:
2236 • attending national, state, or regional conferences and subsequently presenting
2237 at them;
2238 • developing and revising curricula for currency and relevance;
2239 • continually learning about and implementing innovative teaching approaches;

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- consistently updating skills and knowledge pertaining to the use of technology where appropriate (and when this activity contributes to the learning process).
 - b. Demonstrated evidence of progressively strengthened service to the College as represented by activities such as the following:
 - serving on a substantive committee and subsequently chairing it;
 - serving on an accreditation team and subsequently doing research and writing for accreditation reports;
 - participating in College activities and subsequently developing such activities;
 - serving as a sponsor for a student organization;
 - writing grants;
 - increasing promotion efforts related to the department, division, and/or College.
 - c. Demonstrated evidence of progressively strengthened excellence in advising, illustrated in the following sorts of ways:
 - being available to students beyond set office hours;
 - assisting students not only with their scheduling, but also with their educational and career plans and life goals;
 - assisting students with their job preparations and job searches, helping them with referrals, and writing letters of recommendation for them.
 - d. Demonstrated evidence of progressively enhanced professional development activities as per Section C.2.a of this article and represented by activities such as the following:
 - maintaining current licensure/certification in areas related to teaching;
 - maintaining currency in one's field by presenting at national, state, or regional conferences;
 - developing and revising curricula for currency and relevance;
 - receiving formal training and/or certification or, by some other means, engaging in preparation needed to teach new courses;
 - continually engaging in related work experience in one's subject area;
 - maintaining currency with industry standards in one's field;
 - remaining cutting-edge in one's profession;
 - applying to the class setting research that is related to a specific technology or to a given curriculum.
 - e. Other contributions to the College/division/program/department, including community-related contributions such as the following:
 - serving on the Board of Directors of a local non-profit agency;
 - engaging in ongoing community service activities such as tutoring at a local elementary school or serving as a Big Brother or Big Sister;
 - mentoring or otherwise helping to enfranchise part-time faculty;
 - taking the lead in assisting with new program development.

2286 f. A written recommendation by the Faculty member's designated administrator.
2287 In extenuating circumstances, when the Faculty member is being supervised
2288 by an administrator who is new to the College, the Faculty member may
2289 submit previous Final Evaluation Reports/Administrative Evaluations in lieu
2290 of the recommendation.

2291
2292 g. Faculty requesting a promotion to the rank of Professor need to demonstrate
2293 evidence of their having achieved consistently substantive leadership at the
2294 College or of their having attained ongoing accomplishments in their field of
2295 expertise. Examples of such evidence are the following:

- 2296 • a Faculty member regularly takes on key leadership roles or otherwise
2297 consistently assumes important leadership responsibilities at the College;
- 2298 • a Faculty member regularly produces scholarship or other professional output
2299 or in some other way regularly engages in professional work that sheds a good
2300 light on the College and that is worthy of a Faculty member's holding the rank
2301 of full professor.

2302
2303
2304 3. A favorable Promotion Committee recommendation must be supported by a
2305 majority vote. Such a recommendation shall be supported by written justification
2306 and comments. Unfavorable recommendations must be supported by written
2307 justification, comments, and specific recommendations for improvement.

2308
2309 a. There can be no abstentions by any committee members except when a
2310 committee member has a potential conflict of interest.

2311
2312 b. During the year in which a committee member is applying for promotion in
2313 rank, she or he shall be replaced by an alternate, who will be appointed by the
2314 UF/COTC president and the vice president for academic affairs.

2315 2316 4. Promotion Committee

2317
2318 The membership of the Promotion Committee shall consist of the following:

- 2319 • A chairperson elected by the committee members.
- 2320 • Two (2) experienced Faculty members from each Division , Academy and
2321 Institute (representing different programs or departments within each),
2322 elected by the members of that Division, Academy, or Institute for a
2323 maximum three-year term. These elections shall occur during the first
2324 Division, Academy or Institute meeting of each academic year but no later
2325 than the end of the second week of classes of the first semester of the
2326 academic year. The appropriate Dean or Director shall coordinate the
2327 election within her or his Division, Academy or Institute and forward the
2328 election results to the UF/COTC president and the vice president for
2329 academic affairs.
- 2330 • The vice president for academic affairs and the Union president or a past
2331 Union president shall be a participating member but will not have a vote.
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To maintain consistency, initial appointments shall be staggered as determined by the committee prior to the end of the Autumn Semester.

5. The Faculty member shall be notified of the recommendation when the vice president for academic affairs submits her or his recommendation, along with that of the Committee, to the College president. In addition, the Faculty member will be notified of the president's action on the recommendation.

6. Appeal

The Faculty member may appeal the procedure and process of the decision on promotion through the normal grievance procedure.

ARTICLE XX — NO STRIKE; NO LOCK-OUT

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2349 A. During the term of this Agreement or any extension thereof, UF/COTC, its agents,
2350 representatives, and members shall not directly or indirectly call, sanction,
2351 encourage, finance, and/or assist in any way nor shall any employee instigate or
2352 participate directly or indirectly in any strike, slowdown, walk-out, call-in, sick-out,
2353 failure to report, work stoppage, mass resignation, or other interference with any
2354 operation or operations of the College or with any deliveries to or from the premises
2355 of the facilities operated by the College. UF/COTC shall cooperate with the College
2356 throughout the term of this Agreement and any extension thereof in continuing
2357 operations of the College in a normal manner and shall actively discourage and
2358 endeavor to prevent or terminate any violation of this article.
2359
- 2360 B. The College agrees that there shall be no lockouts during the term of the Agreement.
2361 Violation of this paragraph by the College shall subject the College to the grievance
2362 procedure contained herein and upon proof of a lockout, subject the College to a
2363 requirement to pay the wages and benefits of those employees locked out for the
2364 period of the lockout.
2365
- 2366 C. Upon the occurrence of any interference described in Section A above, UF/COTC
2367 shall immediately notify any Faculty member that such conduct is neither sanctioned
2368 nor approved by UF/COTC and in contravention of this Agreement. UF/COTC shall
2369 advise each Faculty member to return immediately to work.
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ARTICLE XXI — CONTRARY TO LAW/SEVERABILITY

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If any tribunal including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction determines any article, section, or clause of this Agreement to be unlawful, all remaining articles, sections, and clauses which are not thereby rendered meaningless, inoperable, or ambiguous as a result of such determination shall remain in full force and effect for the duration of this Agreement. In such event and upon the written request of the College or UF/COTC, the parties shall negotiate regarding an alternative provision.

ARTICLE XXII – DURATION OF CONTRACT

The provisions of this Contract shall be effective on the 1st day of September 2019, and shall remain in full force and effect through the 31st day of August 2022, subject to Article XXII.

This Contract attested to this 21st day of May 2019, by and between the parties will bind the Board and UF/COTC as agreed.

FOR UF/COTC

FOR CENTRAL OHIO
TECHNICAL COLLEGE BOARD OF
TRUSTEES



President



Chairperson, Board of Trustees