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Agreement

between Central Ohio Technical

College and the United Faculty /

Central Ohio Technical College,

AFT / OFT

Effective Oct. 1, 2010 through Sept. 30, 2013



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ARTICLE I RECOGNITION

A. Recognition

1. The Central Ohio Technical College Board of Trustees recognizes the United Faculty/Central Ohio Technical College (UF/COTC), AFT/OFT, as the sole and the exclusive bargaining agent for all full-time faculty of the Central Ohio Technical College. Excluded from the bargaining unit are the COTC President, vice-presidents, all supervisory employees, including deans, academic directors, other designated administrators, Nursing Program Administrator, full-time faculty members who devote 51% or more of his/her requested workload to administrative duties, part-time employees, and all other employees of Central Ohio Technical College.
2. The recognition of the UF/COTC as exclusive bargaining representative shall be for such term as prescribed by Chapter 4117 of the Ohio Revised Code.

B. Decertification

The procedure for the decertification of the UF/COTC as the exclusive bargaining representative shall be as prescribed by Section 4117.07 of the Ohio Revised Code.

C. Definition of Terms

1. The term "Board" when used herein will refer to the Central Ohio Technical College Board of Trustees and supervisory personnel as that term is defined under provisions of Chapter 4117 of the Ohio Revised Code.
2. The term "UF/COTC" and "union" when used herein will refer to the United Faculty/Central Ohio Technical College, affiliated with the Ohio Federation of Teachers and the American Federation of Teachers.
3. The term "Faculty" when used herein will include all full-time faculty in the bargaining unit as defined in Section A above.
4. The term "College" when used herein will include all administrative and supervisory personnel.
5. The term "Quarters" when used herein will describe the academic sessions under which the campus will operate during this contract from October 1, 2010 through August 21, 2012.
6. The term "(Semesters)" when used herein will describe the academic sessions under which the campus will operate during this contract from August 22, 2012 onward.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. Statement of Procedures

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

B. Subject of Negotiations

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

C. Requests for Negotiations

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

D. Negotiation Meetings

1. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at such times and locations as may be mutually agreed by the parties.
3. Either party may recess for caucuses.
4. A record of meetings may be kept by a party only if it deems it necessary and only in such form or detail as it may determine providing, however, such record shall be for

the use of the party keeping it and shall not be deemed an official record of the proceedings.

5. Notwithstanding Section D-1 above, bargaining for a successor agreement shall not begin before one hundred twenty (120) days nor later than ninety (90) days before the expiration of the bargaining agreement.

E. Representatives

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

F. Information

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

G. Agreement

1. Tentative agreement on negotiated items shall be reduced to writing by either party and initialed by the designated representative of each party.
2. When the disposition of all items submitted for bargaining has been agreed to by the parties, the proposed agreement shall be reduced to writing and first submitted to the UF/COTC for consideration by its membership. If ratified by the UF/COTC, the proposed agreement shall be submitted to the Board of Trustees for its consideration. If approved by both parties, the collective bargaining agreement shall be signed by the appropriate representative of each party.
3. A faculty member serving on the bargaining team will be released from all responsibilities during negotiating sessions with the College except classroom teaching and office hours. A faculty member on the bargaining team is responsible for obtaining any committee information not obtained because he/she was participating in negotiating sessions. A faculty member serving on the bargaining team will attend all negotiating sessions until negotiations are completed. No faculty member serving on the bargaining team shall be penalized for participation in negotiations up through and including impasse.
4. Within thirty (30) working days after signing, the collective bargaining agreement shall be made available to all faculty and Board members. Arrangements for the production, distribution, and payment of costs of such agreements shall be as mutually agreed upon by the parties.

H. Dispute Settlement Procedures

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

ARTICLE III UF/COTC RIGHTS

- A. The UF/COTC shall be permitted reasonable use of designated COTC facilities, AV equipment, and personal computers in a faculty member's office or personal computers in the faculty workroom for purposes of transacting official UF/COTC business for the bargaining unit provided that such use does not interfere with normal business hours and operation of the College. Priority for the use of such facilities and equipment shall be given to credit and non-credit instructional needs and the performance of duties by any faculty or employee of COTC and Ohio State Newark. Such use must be arranged through the Vice President for Business & Finance. If use of any facility results in additional expense, the UF/COTC shall reimburse the College for costs that would not otherwise be incurred. Rates for Ohio State Newark non-cost shared or OSU Newark/COTC cost shared facilities requiring reservations shall be billed at established rates. COTC exclusively non-cost shared facilities may be reserved at no charge. The UF/COTC shall pay for consumable College supplies used. No secretarial or clerical help will be provided by the College.
- B. Use of photocopying machines shall be available to the UF/COTC at the same cost and under the same conditions as access to such machines by an employee of the College when copying materials not for business purposes of the College.
- C. Equipment under the control of the Services Center and the audio-visual center may be accessed by following established policies and procedures. Priority will be given to credit and non-credit instructional needs. The UF/COTC shall pay for consumable College supplies used.
- D. The UF/COTC shall have the right to use College bulletin boards located in the Services Center in Founders Hall for the posting of UF/COTC materials. Any such material posted by or for the benefit of UF/COTC shall display the signet of the UF/COTC or identify the officer, committee, or other individual who posted or caused the material to be posted. Any material not so identified shall be removed at the direction of the Vice President for Academic Affairs.
- E. The UF/COTC use of internal mailboxes shall be limited to the distribution of official UF/COTC materials to member of the bargaining unit.
- F. College telephones may be used to conduct toll free calls for the UF/COTC business regarding the bargaining unit provided that such use does not interfere with College use of the telephones, telephone lines, or the performance of duties by any employee. Toll calls on College telephones for any purpose other than College business is prohibited.
- G. Upon reasonable request, the College shall make available to the UF/COTC routinely prepared public information. The President of the UF/COTC shall be provided copies of the full Trustees' agenda and minutes of the previous meeting of the Trustees at the time such information is distributed to the Trustees. A fee for the duplication of such information may be assessed UF/COTC which shall not exceed the established rate charged to an employee of the College when copying materials not for business purposes of the College.

- H. A UF/COTC representative shall be permitted to conduct UF/COTC business during the regular workday for the faculty members provided such business activity does not interfere with scheduled student contact or any other duty or responsibility to the College. UF/COTC representative shall mean an elected officer, department representative, and its bargaining representative and committee chairperson.
- I. The UF/COTC shall have the right to make announcements for a period not to exceed ten (10) minutes at the conclusion of any Faculty Council meeting.

J. Maintenance of Membership

1. Any member of the bargaining unit may authorize the College to deduct from his/her bi-weekly pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective.
2. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week of the year that includes the date of that employee's anniversary of membership. Cancellation must be in writing, and forwarded to the Payroll Office within that week.
3. The UF/COTC President shall notify the Office of Human Resources of the amount of union dues to be deducted. Any changes in the amount of dues shall also be reported in the same manner. All deductions shall be uniform in their application to each member.
4. The College shall forward the money thus deducted to the union treasurer within two (2) weeks following each pay period in which dues have been deducted. In case of an employee's absence without pay, when his/her earnings are less than the amount to be deducted, the College shall make no deduction.
5. The union agrees to indemnify and hold the College harmless against any and all claims or forms of liability arising out of its deduction from an employee's pay of union dues and/or assessments.
6. The College shall not charge for this service.

K. Fair Share Fee

1. Effective January 1, 1993, as allowed by Section 4117.09(C) of the Ohio Revised Code, all faculty covered by this Agreement who are not a member of the union shall pay to the union, through deductions from each paycheck, their fair share of the costs of the collective bargaining services rendered by the union that are properly chargeable to non-members under state and federal law, or other lawful rules or regulations as determined through the method described below (referred to hereafter as "fair share"). The obligation of a non-member to pay such fair share commences sixty (60) days after employment or the commencement of this contract, whichever occurs later

or the next pay date for those faculty who on the anniversary date choose to become a non-member.

2. Such fair share payment by a non-member shall be deducted by the College from the earnings of the non-member faculty and remitted to the union, provided, however, that the union shall submit to the College at least fourteen (14) days prior to the first paycheck to faculty at the beginning of each academic year an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of a member of the union and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share. The union shall also certify to the College that a notice concerning the calculation of fair share payments by a non-member has been published for at least fourteen (14) days prior to the first paycheck to faculty at the beginning of each academic year.
3. The union shall prepare a form of notice to faculty by whom a non-member faculty member shall be informed of the percentage and method of calculation of the fair share fee. The notice shall inform faculty members of the right to object to the calculation of the fair share fee. Such right to object shall require the objector to send a letter to the UF/COTC President by regular U.S. mail or by delivery to the union office at any time after the notice, but within thirty (30) days after the first salary payment of the school year from which his/her fair share fee has been deducted. The notice to a non-member shall set forth the address and telephone number of the union and the manner in which such faculty member may obtain a copy of the union internal appeal procedure.
4. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the union, the union shall promptly adopt such determination and notify the College to reduce deductions from the earnings of a non-member to said prescribed amount. Such adjustment should not entitle any non-member who had not made a timely objection to a refund or rebate for past fair share fee payment.
5. The union shall indemnify and hold harmless the College, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability including attorney fees and expenses paid or payable by the College that shall arise by reason of action taken by the College for the purpose of complying with the provisions of this Article with respect to fair share fees, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions by the union. The union's counsel shall be the lead counsel during any litigation concerning the fair share fee.
6. Nothing in this Article shall inhibit or interfere with the rights of any faculty member objecting to the payment of union dues or fair share fees based on religious grounds. The rights of such member shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

7. The union represents to the College and to the faculty it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement conform to state and federal law.

L. Miscellaneous

The College shall provide the union, at no cost, promptly following the end of each payroll period, an alphabetical list of all faculty members who have authorized union dues deduction for the pay period, and an alphabetical list of all faculty members from whose paychecks the College has deducted fair share fees. Following the end of each payroll period, the College shall provide the union promptly a list of faculty added to or deleted from dues deduction or fair share fee during that pay period. The College shall make every effort to transmit this information within five working days following the end of each payroll period free of charge.

**ARTICLE IV
MANAGEMENT RIGHTS**

- A. The College maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities in such manner, as the College shall determine. The exercise of these powers, rights, authority, responsibilities, and prerogatives of management are reserved and retained exclusively by the College. Except as provided in this contract, the College's right to manage its operations shall include, but shall not be limited to, its rights to:
1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, budget, utilization of technology, and organizational structure.
 2. Direct, supervise, evaluate, and hire faculty.
 3. Maintain and improve the efficiency and effectiveness of College operations.
 4. Determine the overall methods, process, means, or personnel by which operations are to be conducted.
 5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, grant tenure, promote, or retain faculty.
 6. Determine the adequacy, size, qualifications, and composition of the work force.
 7. Determine the overall mission of the College.
 8. Effectively manage the work force.
 9. Take actions necessary to carry out the mission of the College as a governmental unit.
- B. This bargaining agreement contains the full and complete agreement on all bargainable issues between the parties. Any aspect of wages, hours, terms and conditions of employment not covered by a provision of this bargaining agreement is declared to have been expressly waived as a subject for bargaining and, during the life of this bargaining agreement, the UF/COTC waives any right to request further bargaining or negotiations even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
1. The College hereby reserves the right to make, change, and enforce rules, policies, and procedures that are not in direct conflict with the terms of this bargaining agreement.
 2. The substance of such rules, policies, and procedures which are not in direct conflict with the terms of this bargaining agreement are not subject to the grievance procedure.

3. If the inequitable application of such rules, policies, and procedures results in the discipline of a faculty member or a denial of a benefit, the UF/COTC shall be granted the right to file a grievance at Step 2 of the grievance procedure as provided in Article V.
4. The Arbitrator shall be limited to the determination of procedural errors and the correction of such errors.
5. The Arbitrator shall have the power to order reinstatement of a faculty member and/or restore back or withheld pay only when the action taken by the administration is not supported by the record.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definition

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

B. Grievant's Rights

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

C. Timeliness

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

D. Procedures

1. Informal

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

2. Formal

- a. Step 1: If the issue is not resolved informally, the grievant shall file a written grievance with the appropriate Administrator within ten (10) days following the conclusion of the informal grievance process which is the basis of the grievance. The grievance shall be filed on a grievance form, which shall set forth:

- i. clear and concise summary of the facts upon which the grievance is based,
- ii. references to the specific provisions of the bargaining agreement, which was violated, misinterpreted, or misapplied
 - a. the relief demanded,
 - b. the date of the occurrence upon which the grievance is based, and
 - c. the date the grievance is filed.

If said grievance is not timely filed, the grievance shall be deemed void and no longer to exist. Upon written request of the grievant or the appropriate administrator, a grievance hearing shall be held within seven (7) days of the request. A written decision shall be rendered by the appropriate administrator within seven (7) days from the conclusion of any grievance hearing which may be conducted or, if no hearing is conducted, within seven (7) days from receipt of the written grievance. Failure to timely render a decision shall advance the grievance to Step 2 of this procedure.

- b. Step 2: If the grievance is not resolved at Step 1, the grievant may appeal to the Vice President for Academic Affairs or appropriate designated administrator, within seven (7) days from the date of the decision rendered at Step 1. An exact copy of the grievance form filed at Step 1 and a copy of the Step 1 decision shall be filed with the appropriate above designated administrator. Failure to timely file an appeal shall be deemed as an acceptance of the decision rendered at Step 1. Upon written request of the grievant or the appropriate above designated administrator or of either the latter's designee, a grievance hearing shall be held within seven (7) days of the request. A written decision shall be rendered by the appropriate above designated administrator, or his/her designee, within seven (7) days from the conclusion of any grievance hearing which may be conducted or, if no hearing is conducted, within seven (7) days from receipt of the appeal. A copy of the decision shall be sent to the grievant, the President of UF/COTC, and the appropriate administrator. Failure to timely render a decision shall advance the grievance to Step 3.
- c. Step 3: If the grievance is not resolved at Step 2, the grievant may appeal to the President of the College within seven (7) days from the date of the decision rendered at Step 2. An exact copy of the grievance form filed at Step 1, and all previous decisions, shall be filed with the President of the College. Failure to timely file an appeal shall be deemed as an acceptance of the decision rendered at Step 2. Upon written request of the grievant or the President of the College or his/her designee, a grievance hearing shall be held within seven (7) days of the request. A written decision shall be rendered by the appropriate above designated administrator, or his/her designee, within seven (7) days from the conclusion of any grievance hearing which may be conducted or, if no hearing is conducted, within seven (7) days from receipt of the appeal. A copy of the decision shall be sent to the grievant, the President of UF/COTC, Vice President for Academic

Affairs, or the appropriate senior administrator, as the case may be, and the appropriate administrator. Failure to timely render a decision shall advance the grievance to arbitration as provided herein.

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

E. Arbitration

1. If the grievance involves a termination action or another non-disciplinary matter and the grievance is not resolved at Step 3, the UF/COTC may demand that the matter be submitted to arbitration. Such demand shall be made within ten (10) days from the date of the decision rendered at Step 3, or if no decision was rendered at Step 3, within fifteen (15) days from the conclusion of the grievance hearing or, if no grievance hearing was conducted, within fifteen (15) days from the filing of the appeal at Step 3. Failure to timely file a demand for arbitration shall be deemed as an acceptance of the decision rendered at Step 3. An arbitrator shall be selected and proceedings conducted under the Voluntary Arbitration Rules of the American Arbitration Association ("AAA") or the Federal Mediation Conciliation Services ("FMCS"), rotating between the organizations for each arbitration, beginning with the AAA.
2. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this bargaining agreement, nor to make any award, which is inconsistent with the terms of this agreement or contrary to law. The arbitrator shall expressly confine himself/herself to the precise issue or issues submitted for arbitration and shall have no power to make any award, which exceeds the remedy requested.
3. If the award includes money damages, such award shall be limited to back pay and the actual dollar value of a benefit denied a grievant.
4. The Arbitrator shall issue his/her award not later than thirty (30) calendar days from the date of the conclusion of the grievance hearings or, if no hearing is conducted, from the date the arbitrator has established as the final date for acceptance of statements, proofs and/or written arguments which is to be submitted for his/her consideration. If made in accordance with his/her jurisdiction and authority granted under this contract, such award shall be binding upon the parties but subject to appeal pursuant to Chapter 2711 of the Ohio Revised Code.
5. The costs for the fee and necessary expenses of the arbitrator shall be shared equally by the Board and the UF/COTC. All other costs shall be the liability of the party incurring them.

F. Matters of Health and Safety

1. The College shall maintain a safe and healthful work place in accordance with accepted standards established by those public agencies responsible for the health and safety of the general public.
2. If a faculty member alleges that his/her health or safety is jeopardized by conditions which did not meet such established standards and can be corrected by the College, a grievance may be filed in accordance with the procedures set forth in Sections D 1 through D 4 of the Grievance Procedure as contained in Article V.
3. If the grievance is not resolved at Step 3 of such procedure, the grievant may, upon written request, appeal to the Board of Trustees within seven (7) days from the date of the decision rendered at Step 3; an exact copy of the grievance form filed at Step 1 shall be filed with the Board of Trustees together with a complete record of the disposition made at Steps 1 through 3.
4. The grievance shall be placed on the agenda of the next regularly scheduled meeting of the Board of Trustees not less than seven (7) days following the receipt of the written appeal; the Board shall make a determination on the appeal in writing within fourteen (14) days from the date of the meeting at which the appeal was heard; the President of the College shall cause copies of the determination to be distributed to all parties; the determination of the grievance by the Board of Trustees shall be binding.

ARTICLE VI
FACULTY CONTRACTS: TERM, SUSPENSION, AND TERMINATION

A. Employment Contracts

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

B. Terms of Appointment to Term-Track Positions

1. Faculty members will be copied on all recommendations when they are made throughout the appointment process.
2. A faculty member who is offered a term-track position shall be granted an annual employment contract for a term not to exceed four (4) years. Recommendations will take into consideration economic conditions, program viability, funding sources, performance, and other factors.
3. At the regular March meeting of the Board of Trustees in the year of the expiration of the term-track position, the President of the College will recommend the renewal or non-renewal of the term-track position.
4. The decision of the Board of Trustees will be conveyed to the faculty member currently appointed to the term-track position on or before the last day of March.
5. If the decision is to renew the term-track position, the faculty member shall notify the President of the College in writing by the thirtieth of April of his/her decision to accept or reject annual employment contracts for an additional term not to exceed four (4) years. (Extra time needed based upon change made in the above article.)
6. A term-track position may be renewed by the Board of Trustees for an indefinite number of terms ((not to exceed four (4) years each)).
7. A term-track position shall not be convertible to a tenure-track position.

8. A faculty member appointed to a term-track position shall be eligible to apply for an authorized tenure-track position whenever such position becomes available.
9. Nothing herein shall create the expectancy by any faculty member to re-employment by the College.
10. In cases of such non-renewal the faculty member is entitled at his/her request to reasons in writing for the non-renewal and an opportunity to discuss the matter with his/her designated administrator or the Vice President for Academic Affairs.
11. A faculty member, who is in the last year of a term contract and was appointed following a search process, shall not be subjected to the competition of another search if the position is another term contract.

C. Terms of Appointment to Tenure-Track Positions

1. Only a faculty member who is appointed to a tenure-track position shall be eligible for tenure.
2. A faculty member who meets COTC tenure-track standards of performance during the six-year (6) probationary period shall be eligible for reappointment annually.
3. Upon successful completion of the six-year (6) probationary period, the faculty member shall be given notice of a tenure appointment in writing.
4. A tenure appointment shall be granted only upon the approval of the Board of Trustees.
5. Prior service credit shall be granted for full-time regular faculty service to the College and applied to the probationary period to a maximum of six (6) years.
6. Preference shall be given to an internal candidate when staffing authorized and available tenure-track positions, as long as the internal candidate has undergone a competitive search.
7. The qualifications and areas of special expertise of a candidate to a tenure-track position shall be determined in 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.

D. Terms of Appointment to Tenured Positions

1. Only a faculty member who has successfully completed the six-year (6) probationary period may be granted tenure.
2. A tenure appointment shall remain in effect until the faculty member resigns, retires, is retired pursuant to Section 3307.37 of the Ohio Revised Code or until terminated or suspended for cause or in accordance with Article XIII (Reduction in Staff.)

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

E. Tenure Procedure

1. After fulfilling two (2) complete academic years of full-time service at COTC as a probationary tenure-track faculty member and at the beginning of the third year, the faculty person shall request that the Tenure Committee determine the extent to which he/she is meeting the criteria for tenure at Central Ohio Technical College.
2. The Tenure Committee shall put such determinations/recommendations in writing for the faculty member by the end of the second teaching quarter (semester) of the third year; such determinations/recommendations shall be included at the time of the sixth year review.
3. After the provisions of section E.2 above have been complied with, guidelines for tenure for any specific candidate shall not be altered.
4. At the beginning of the sixth year of full-time service at COTC, the faculty member shall submit his/her tenure file for review and evaluation by the Tenure Committee.
5. The file, along with the recommendations of the Tenure Committee, shall be forwarded to the appropriate designated administrator, and to the President of COTC, who each make recommendations.
6. The recommendation of the President of the College is forwarded to the Board of Trustees, which makes the decision on granting tenure.
7. If tenure is not granted, the faculty member may be offered only one additional one-year contract.

F. Tenure Calendar

At the beginning of the faculty member's third (3rd) 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 (6th) year (no later than fourth (4th) week of the first quarter (semester))

Faculty member submits tenure file to Chairperson of the Tenure Committee.

By the fourth (4th) week of the second (2nd) quarter (semester) of the sixth (6th) year.

Tenure Committee notifies designated administrator in writing, of its recommendation.

By the eighth (8th) week of the second (2nd) quarter (semester) 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 second (2nd) week of the third (3rd) quarter (end of the second semester) of the sixth (6th) year.

Faculty member notified of the decision of the Board of Trustees regarding his/her tenure status.

G. Performance Improvement Plans

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 of failure to complete student evaluation according to guidelines.
 - d. Consistent pattern indicating a deficiency on a majority of the In-Class 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.
4. Nothing in this section shall prevent the College from non-renewing the faculty member at anytime for causes, nor shall anything in this section waive the faculty member's right to due process.

H. Termination of Contract

1. No faculty member's employment contract shall be terminated without cause or as specified in Article XIII (Reduction in Staff).
2. Cause shall be included but not be limited to:
 - a. violations of local, state, or federal laws which involve moral turpitude and/or the commission of a felony;

- b. fraud or misrepresentation of professional preparation or accomplishments;
- c. unauthorized absence from scheduled professional responsibilities for more than five (5) working days;
- d. failure to participate in an approved rehabilitation program;
- e. unsatisfactory performance documented by the appropriate administrator;
- f. illegal manufacture or sale of controlled substances or their possession or use while on College-owned or controlled property;
- g. illegal or unauthorized possession or use of firearms, fireworks, explosives, dangerous chemicals or weapons while on College-owned or controlled property;
- h. forms of harassment as prohibited by state or federal law; and
- i. willful disregard for the health, safety, and welfare of students, faculty, staff, and patients/clients.

I. Discipline

1. Pursuant to Section 4117.08 (C)(5) of the Ohio Revised Code, the College shall retain the right to suspend without pay, or discipline a faculty member for cause.
2. Disciplinary action taken against a faculty member shall be progressive, unless the sole and exclusive discretion of the President of the College, the nature of the transgression reasonably warrants a more severe sanction.
3. Progressive discipline shall be defined as:
 - a. Oral warning
 - b. Written reprimand
 - c. Second written reprimand
 - d. Termination

**ARTICLE VII
PERSONNEL FILES**

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

ARTICLE VIII TEACHING AND LEARNING CONDITIONS

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

A. Academic Year

1. The academic year for faculty shall consist of service for three (3) of the four (4) quarters [two (2) of the three (3) semesters] each academic year. An academic year commences with the summer quarter (session).
2. A particular faculty member may be employed four (4) quarters [three (3) semesters] each year.
3. The usual and customary assignment of quarters of work shall be autumn, winter and spring quarters (semesters of work shall be autumn and spring semesters); a faculty member may be assigned any other combination of three quarters (two semesters) of work at the discretion of the Vice President for Academic Affairs. A faculty member may submit written requests on or before March 1 for assignment to specific quarters (semesters) of work.

First (1st) consideration for such assignment shall be given to a regular faculty member within the technology who is best qualified to teach the course offering by education, training, experience, and relevant pedagogy. When each of the above is deemed equal, the faculty member with the most years of service recognition shall be offered the assignment. The qualifications of the faculty member 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.

B. Teaching Load

Each faculty member shall be scheduled with a normal teaching load or compensated for overload assignments.

1. Teaching load shall be defined as:
 - a. both on-campus and off-campus assigned classroom lecture;
 - b. both on-campus and off-campus assigned laboratories;
 - c. both on-campus and off-campus clinical labs;
 - d. practicum, co-op, field experience assignments, and directed practice; and

- e. distance learning.
2. Normal teaching load shall be defined as sixteen (16) to twenty (20) contact hours per week each quarter (semester) for a total of:
 - a. Fifty-four (54) [Thirty-six (36)] contact hours per contract year for a faculty member employed on a nine-month contract, OR
 - b. Seventy-two (72) [Fifty-four (54)] contact hours per contract year for a faculty member employed on a twelve-month contract.

The semester calculation of load hours above is purely a mathematical conversion. In the spirit of collaboration, and with the desire neither to advantage nor to disadvantage all concerned parties (faculty, students, and the College), the College and the UF/COTC Faculty Union agree that the intent of the language is to maintain the current workload requirement for our faculty under the semester calendar. It is not to increase or decrease faculty workloads. As part of the conversion to semesters and during the course of this contract, plans of study and individual courses will be redesigned to fit the semester calendar. Both parties agree that the focus of curriculum design under the semester calendar must be based upon student learning and that workload issues should not influence curriculum design.

3. Normal teaching preparation load shall be defined as up to four (4) disparate courses per quarter (semester), regardless of class size or duration. A faculty member who is required to prepare more than four (4) courses per quarter (semester) shall receive the equivalent of one (1) hour of overload compensation per extra course preparation.

C. Contact Hour

1. Defined--A contact hour shall be defined as fifty (50) minutes of lecture or fifty (50) minutes of college laboratory. Clinical (directed practice) hours in Nursing shall be computed as one and one-fifth (1 1/5) contact hours per sixty (60) minutes of clinical. Assigned "to be arranged" shall count toward faculty load requirements.
2. The hours allocated to clinical assignment in Allied Health shall be determined prior to the beginning of each term in accordance with the following:
 - Diagnostic Medical Sonography (DMS) - Contact hours will be based on the number of students visited multiplied by three (3) [the number of hours per visit] multiplied by the number of visits in the term multiplied by 1.2. Contact hours are calculated to one decimal place.
 - Radiographic Technology – Contact hours are based upon the number of students multiplied by the number of competencies multiplied by the length of time required for each competency multiplied by 1.2. Competencies vary in complexity and the more complex competencies require more time to be spent working with students. For purposes of scheduling weekly visits, the total hours of time are divided by the number of weeks of clinical practice in the term. Faculty are then

assigned based on how many visits each will be making each week. Contact hours are rounded to one decimal place.

- Surgical Technology - A faculty member visits each student every week. Faculty members receive one hour for each student plus an additional hour for each different clinical class assignment (e.g. M/W, T/Th) at each location visited.
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--For each practicum or field experience, 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.

Contact hours for monitoring the student at the site of the practical experience will be based on the number of students visited as follows:

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

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

5. Co-op and field experience--For each co-op or field experience assignment with related duties, a faculty member shall receive the following contact hours credit:

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

6. Lecture—Additional load hour(s) will be provided in accordance with the following schedule. Class size shall be determined based upon enrollment of the 14th day of the quarter:

<u>Number of Students</u>	<u>Contact Hour(s)</u>
75 to 99	.5
100 to 149	1
150 or more	1.5

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

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

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

7. New Class Assignment within forty-eight (48) hours of start of quarter (semester)—One (1) load hour shall be provided to a faculty member if the College assigns a new class (a class that has never before been taught by the faculty member) within forty-eight (48) hours of the start of the quarter (semester). (i.e. For a 3-hour class, the faculty member would receive four (4) load hours).

D. Special and One-Time Assignments

1. Faculty Program Directors

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

Faculty Program Directors are appointed by and report directly to their designated administrator and serve a renewable term by mutual agreement between the designated administrator and the faculty member.

In addition to performing the regular duties of a faculty member as outlined in Article IX, Position Description of Faculty Member, Faculty Program Directors **work collaboratively** with the designated administrator to provide leadership in the following sorts of ways pertaining to the daily operations of the faculty member's program or department:

- reviewing and developing the long-term planning, including accreditation, if appropriate, of the program or department;
- recruiting and interviewing candidates for part-time teaching assignments;
- making recommendations to the designated administrator regarding the hiring of part-time faculty for teaching duties in the program or department;

- conducting part-time faculty evaluations (the Faculty Program Director shall determine when and in what manner such evaluations are performed and may request the assistance of other full-time faculty members in undertaking such evaluations);
- being involved with master scheduling;
- being involved with staffing classes;
- keeping abreast of budgetary matters pertaining to the program or department;
- convening meetings during which faculty work on curriculum and program review and assessment;
- convening meetings during which faculty work on new program and curriculum development;
- generally providing support for and direction to the assigned program or department; and
- working with other 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.

2. Non-Nursing Lead Faculty

At the discretion of the Vice President for Academic Affairs, by mutual agreement between a full-time faculty member and the appropriate Division Dean, a full-time faculty member who is not a Faculty Program Director may serve a renewable term as the “Lead Faculty” within her or his program or department. Lead Faculty in areas other than Nursing shall be compensated with a quarterly (semester) stipend.

The non-Nursing lead faculty will **work collaboratively** with the divisional dean and the coordinator of part-time faculty services in the following ways:

- Consulting on scheduling in the lead faculty’s area;
- Consulting on staffing in the lead faculty’s area to include participating in reviewing CVs; interviewing and recommending candidates for part-time teaching, as needed;
- Consulting with the coordinator of part-time faculty services and/or the dean on matters pertaining to the lead faculty’s area, and
- Connecting full-time faculty to part-time faculty to facilitate collaboration and communication (i.e. in the sharing of syllabi, the ordering of texts, extending invitations to meetings, coordinating lab prep and training, ordering instructional supplies).

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 quarter 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 quarter 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 quarter.

4. Faculty One-Time Assignments.

In any given quarter (semester), a faculty member who has a normal teaching load may be given a one-time assignment (e.g., the preparation of a formal accreditation report). Reassigned time shall be granted by the Vice President for Academic Affairs for the special or one-time assignment in the quarter (semester).

5. Faculty Assignments as BPA Commander.

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

E. Departmentally-Related Assignments

1. A designated administrator may assign academic assignments to a faculty member whose course assignments are less than a full-time instructional load.
2. If such assignments and instructional load total more than fifty-four (54) [thirty-six (36)] contact hours for a nine (9) month appointment, or seventy-two (72) [fifty-four (54)] contact hours for a twelve (12) month appointment, the faculty member shall be paid an overload.

F. Overload/Off Duty Quarter

1. Defined - Overload occurs when a faculty member exceeds the normal teaching load as defined in Article VIII, Section B2.

2. All load hours in excess of twenty (20) hours in any quarter (semester) shall be paid as overload in the quarter (semester) in which they are worked.
3. Annual excess load hours (hours in excess of 54 [36] for 9-month faculty or 72 [54] for 12-month faculty) which were not considered to be overload hours during the course of the year shall be paid as overload at year's end.
4. In order to maintain the quality of education and address student learning needs, management and the union discourage excess overload hours but recognize the occasional need for greater than ideal course loads to accommodate program and enrollment needs.
5. The best-qualified faculty member, as determined by education, training, experience, and relevant pedagogy shall be offered course assignments. When each of the above are deemed equal, the faculty member with the most years of seniority shall be offered the assignment. Should that faculty member refuse the assignment, the assignment shall be offered to the next most senior faculty member.

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

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

G. Independent Study

Upon approval by the designated administrator and the Vice President for Academic Affairs, a faculty member may volunteer to direct students in independent study courses as defined by the Ohio Board of Regents. These courses are not existing courses on the course inventory. Such courses shall not be part of the faculty member's normal workload.

H. Scheduled Hours

1. Each faculty member shall serve the College forty (40) hours per week of the official College calendar for which the faculty member is contracted.
2. a. In addition to scheduled classroom and office hours, the faculty member is expected to spend the remainder of the forty (40) hours meeting the duties and obligations of the position description found in Article IX.

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

- c. Where the College assigns such duties at times conflicting with office hours, the faculty member shall not be required to reschedule the office hours affected.
3. A faculty member shall not teach more than four (4) consecutive hours without a thirty (30) minute break; exceptions shall be made upon consultation between the designated administrator and the faculty member.
4. A faculty member who teaches Saturday and Sunday on a regular basis shall receive two (2) consecutive non-work days during the following week. A faculty member who teaches one (1) day of the weekend shall have two (2) consecutive non-work days, which shall include one (1) week-end day plus one (1) workday.

I. Office Hours

A minimum of six (6) office hours shall be posted and made available to students each week. Up to two (2) of the six (6) hours may be held online. Office hours should be scheduled at times that are convenient for students (including, where applicable, appropriate consideration of evening students and the location of classes being taught). Office hours may be held at any campus facility.

If the faculty member works overload hours, additional office hours are required each week as follows:

- 20 - 24 contract hours = One (1) additional office hour per week
- 25 or more contract hours = Two (2) additional office hours per week

J. Elapse Time

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

K. Off-Campus Teaching Assignments

Teaching assignments at other than the designated home campus shall be made by the designated administrator in collaboration with the faculty member.

L. Volunteer Service

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

M. Quarterly (Semester) Schedule

The quarterly (semester) schedule for a faculty member's teaching duties is determined by the designated administrator in consultation with the faculty member and subject to approval by the Vice President for Academic Affairs. The best-qualified faculty member, as determined by education, training, experience, and relevant pedagogy shall be offered course assignments. When each of the above are deemed equal, the faculty member with

the most years of seniority shall be offered the assignment. Should that faculty member refuse the assignment, the assignment shall be offered to the next most senior faculty member.

N. Time Changes

All proposed quarterly (semester) schedule additions, cancellations, closings, time changes, laboratory changes, corrections in credit or contact hours, and any other changes must be approved by the designated administrator and the Vice President for Academic Affairs.

O. Schedule Changes

Only the designated administrator and the Vice President for Academic Affairs have the authority to make or accept schedule changes.

P. Presence

A faculty member is required to be in the classroom or laboratory at the time assigned on the Master Schedule. A faculty member or other authorized College employee must be present at all times in any laboratory where the student is at risk while utilizing laboratory equipment

Q. Alterations

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

R. Mentoring

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

Mentoring assignments may be given for up to three (3) quarters [two (2) semesters] and compensation will be based upon one (1) of the following:

1. Release time based upon an agreement between the faculty member and the College:

Quarter 1 = 1 to 4 load hours

Quarter 2 = 1 to 2 load hours, if mentoring is needed during the second quarter

Quarter 3 = 1 to 2 load hours, if mentoring is needed during the third quarter;

(Semester 1 = 1 to 4 load hours

Semester 2 = 1 to 2 load hours)

OR

2. Monies (taxable) for Professional Development activities at the end of the mentoring assignment. These monies can be used within the twelve (12) months immediately

following the conclusion of the mentoring relationship. The monies will accrue to the mentor at the following rate(s):

End of the First Quarter of the assignment = \$500.00

End of the Second Quarter = \$300.00, if the assignment is needed

End of the Third Quarter = \$200.00, if the assignment is needed

(End of the First Semester of the assignment = \$650.00

End of the Second Semester = \$350.00, if the assignment is needed)

ARTICLE IX
POSITION DESCRIPTION OF FACULTY

- A. Each faculty member shall be directly responsible to a designated administrator and through that person to the Vice President for Academic Affairs and the President of the College. Major faculty responsibilities shall include classroom and laboratory instruction with related responsibilities in the area of student advisement.
- B. Each faculty member shall assume additional responsibilities for service on various committees.
- C. In addition to the above position description set forth below, each designated administrator may issue supplementary position descriptions for a departmental faculty member and/or for a faculty member in a specific technology.
- D. The position description of a faculty member shall be as follows:

1. Instruction

Prepares, presents, and evaluates course materials and instructional strategies which are based upon program goals and performance objectives; ensures a positive and favorable learning environment. Collects and participates in the analysis of student learning evidence related to Program Learning Outcomes through direct and indirect measures of student learning.

a. Course Preparation

- 1. Develops course syllabi (Part I) and performance objectives (Part II).
- 2. Distributes and explains course syllabi, performance objectives, and requirements at beginning of course.
- 3. Improves course and curriculum by revising course materials and activities.
- 4. Reviews and recommends textbooks and ancillary materials.
- 5. Requests needed supplies, services, or repairs.

b. Course Presentation

- 1. Is punctual and uses scheduled class times effectively.
- 2. Uses various teaching strategies and learning activities designed to achieve course objectives.
- 3. Communicates subject matter clearly and effectively with students.
- 4. Recognizes and accommodates student differences.

5. Establishes and maintains a positive, supportive learning environment in the classroom.
6. Exhibits enthusiasm -- maintains student interest and attention.
7. Demonstrates tact, understanding, respect, and fairness in dealing with students.
8. Ensures safety and security practices in classrooms, terminal rooms, laboratories, and clinical settings.

c. Course Evaluation

1. Ensures tests and coursework are in agreement with course objectives.
2. Provides adequate feedback/explanation of graded coursework to students in a timely manner.
3. Completes grades and other student records accurately and timely.

2. Student Development and Advising

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

- a. Arranges and maintains suitable office hours for student advising and academic assistance.
- b. Follows appropriate student advisement procedures and assists students with course selection and academic requirements.
- c. Supports student programs and services.
- d. Assists with student recruitment efforts.
- e. Assists in student job placement activities.

3. Faculty, College, and Community Service

Participates in campus, faculty, professional and community organizations, and activities.

- a. Attends and participates in Department, Faculty, and College Committees and other scheduled meetings/activities at which attendance is expected.
- b. Maintains effective liaison with community, professional, and academic organizations.

- c. Promotes effective operation and supports relationships with advisory committees.
- d. Completes assigned tasks in a timely manner.
- e. Follows established College policies and procedures.

4. Professional Development and Growth

Recognizes professional responsibilities toward growth and interpersonal relationships as an individual and as a member of the College community.

- a. Engages in professional development activities to maintain and improve subject matter and instructional skills.
- b. Establishes and maintains positive professional working relationships.
- c. Communicates effectively with colleagues and administration.
- d. Advises supervisor on needs and problems and recommends solutions.
- e. Develops goals and objectives that support personal development and direction of the Department and College.

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. In addition, faculty shall participate in collaborative, regularly scheduled comprehensive evaluations of their professional performance. The sum and substance of the comprehensive evaluation are outlined below.

1. The evaluation shall be conducted during the first two (2) quarters (semesters) of a faculty member's first year of employment and annually for a faculty member's next four (4) years of employment. Thereafter, the comprehensive evaluation shall occur biannually for a faculty member continuing in employment.
2. Evaluations of faculty members in their first (1st) quarter (semester) of employment shall include but not be limited to an in-class administrative evaluation, a review of teaching materials, an Evaluation Conference, and a Final Evaluation Report. Evaluations of faculty members in their second (2nd) quarter (semester) of employment shall include but not be limited to all of the preceding items, as well as a faculty narrative and student evaluations.
3. Evaluations of faculty members in or beyond their second (2nd) year of employment may occur during any quarter (semester) of the faculty member's contractual assignment. The determination of the evaluation quarter (semester) shall be made by the faculty member's designated administrator in collaboration with the faculty member.
4. Each faculty member shall participate in a comprehensive evaluation of performance conducted by the designated administrator utilizing:
 - a. Faculty narrative
 - b. In-Class administrative evaluation
 - c. Peer classroom observation
 - d. Report of peer classroom observation
 - e. Student evaluations
 - f. Evaluation Conference
 - g. Final Evaluation Report
5. Definitions
 - a. Faculty narrative

The faculty member shall complete a written narrative which includes:

- i. Identification of strengths and areas for growth
 - ii. Description of progress toward outcomes of goals and objectives
 - iii. Personal goals for upcoming year
- b. In-Class Administrative Evaluation
- i. The designated administrator shall conduct an in-class evaluation of the faculty member during the quarter (semester) in which the comprehensive evaluation is being conducted.
 - ii. Each faculty member shall be evaluated by the faculty member's designated administrator a minimum of one (1) classroom observation of no fewer than fifty (50) minutes time during the quarter (semester) in which the comprehensive evaluation is conducted.
 - iii. Completed observation forms pertaining to the in-class administrative evaluation shall be provided to the faculty member within five (5) working days after the classroom 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 in-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 in-class administrative evaluation.
- c. Peer classroom observation and Report
- i. The faculty member shall observe a faculty peer's classroom in order to identify possible pedagogical strategies that the faculty member being evaluated might want to adopt in her/his own teaching practices. This observation need not occur in the same quarter (semester) in which the faculty member is being evaluated. The peer classroom observation shall be arranged by mutual consent between the designated administrator and the peer whose class is to be observed, as well as by mutual consent between the designated administrator and the faculty member being evaluated.
 - ii. The faculty peer may be any COTC full-time faculty member or a colleague from another institution and shall be chosen by the designated administrator by mutual consent between the designated administrator and the peer whose class will be observed, as well as by mutual consent between the designated administrator and the faculty member being evaluated. The faculty peer may be recommended to the designated administrator by the faculty member being evaluated.
 - iii. The faculty member will prepare a report on her/his observation of the peer's class.

d. Student evaluations

Student evaluations shall be conducted for every section of every course, every quarter (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.

e. 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.

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

- i. Review of performance evaluated in light of previously established professional goals and objectives, as well as in light of previously established non-instructional projects and obligations.
- ii. Review of a sample of the faculty member’s teaching materials, such as (but not limited to) tests, labs, handouts, Syllabus I, and assignments.
- iii. Review of student evaluation trends since the previous review period.
- iv. Review of faculty narrative.
- v. Review of faculty member’s report on her/his observation of a peer’s class.
- vi. Review of the in-class administrative evaluation
- vii. The establishment of individual and programmatic instructional goals and objectives for the next review period—undertaken in collaboration with the Program Director, when appropriate—as well as the establishment of non instructional projects and obligations for the next review period.
- viii. Review of performance according to the faculty position description.
- ix. Summary of the Evaluation Conference.

6. Procedures:

- a. No later than the second (2nd) full week of classes during the quarter (semester) in which the comprehensive evaluation will take place, the designated administrator will

collaborate with the faculty member being evaluated to review the evaluation process, establish a timeline for completing the steps of the evaluation process, and discuss any relevant materials and issues.

- b. No later than the ninth (9th) week of the quarter (semester), the designated administrator and the faculty member will meet for the Evaluation Conference.
- c. The faculty member shall submit her/his faculty narrative to the designated administrator no later than one week prior to the Evaluation Conference.
- d. By the end of the quarter (semester), the designated administrator shall write and sign the Final Evaluation Report and send it to the faculty member for her/his review.
- e. No later than the end of the second (2nd) week of the quarter (semester) following the comprehensive evaluation, the faculty member shall sign the Final Evaluation Report and return it to the designated administrator.
- f. No later than the end of the third week of the quarter (semester) following the comprehensive evaluation, the designated administrator shall submit the Final Evaluation Report—signed by both the designated administrator and the faculty member—to the Vice President for Academic Affairs, who will review and sign the Final Evaluation Report and maintain a copy in the faculty member’s personnel file.

7. Evaluation Forms Committee

A joint committee comprised of an equal number of representatives from the UF/COTC and the College shall be formed to develop, review, and evaluate all forms used in faculty evaluations. All forms used in the faculty evaluation process must be approved by the Vice President for Academic Affairs prior to implementation. Each party shall have complete control to select its own representatives to the committee.

ARTICLE XI
PROFESSIONAL RIGHTS/ACADEMIC FREEDOM

A. Professional Rights/Academic Freedom

1. Shall include, but not be limited to the following:
 - a. The freedom to teach, conduct research, invent, and publish.
 - b. The freedom to discuss in the classroom, in his/her own manner, but consistent with the dignity of the profession, any material which is relevant to the subject matter as provided in the course description and course outlines.
2. The principle correlative responsibilities attaching to the exercise of academic freedom include:
 - a. The responsibility to pursue excellence, intellectual honesty, objectivity in his/her teaching, and to increase his/her experience and expertise.
 - b. The responsibility to encourage students and colleagues to engage in free discussion, inquiry, and practice.
 - c. The responsibility to refrain from discussing or promoting matters, which have no bearing on the subject content of the course.

B. Instructional Material Selection

1. Considerations
 - a. Primary importance shall be given to choosing instructional materials that best address the competencies and student learning outcomes for the course.
 - b. Monetary costs to students is a factor to consider, but should not be the principal one.
 - c. Authorship of instructional materials should have no bearing on their selection.
2. Policy
 - a. Any course taught by only one (1) full-time faculty (part-time faculty may also teach the course):
 - i. The full-time faculty selects the instructional materials as long as those materials support the approved syllabus for the course.
 - ii. Any course taught by more than one full-time faculty in the same quarter (semester) (part-time faculty may also teach the course):

- 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 which 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, 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 College 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 to specifically create such specified intellectual property in exchange for compensation and the agreement specifically outlines the development obligations and the College's exclusive ownership.

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.

ARTICLE XII
SERVICE RECOGNITION

A. Definition

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

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

1. A faculty member who resigns, retires, or whose employment contract is non-renewed or terminated for cause shall forfeit all accrued service recognition, but if rehired, may begin to accrue new service recognition as of date of his/her reemployment.
2. A faculty member who is laid-off and rehired shall maintain his/her accrued service recognition but shall not accrue additional service recognition during the period of layoff.
3. A faculty member on authorized leave shall continue to accrue service recognition, but such service shall not be counted for purposes of salary placement.
4. A service recognition list shall be maintained by the College showing the service recognition of each member of the bargaining unit. Such list should be made on or about October 15th of each year and shall be posted no less than thirty (30) days prior to the implementation of any layoff. It is the responsibility of each faculty member to notify the Vice President for Academic Affairs of any errors in his/her service recognition listing within fifteen (15) days of such posting or such error shall be waived.
5. In case of a tie, service recognition shall be determined by the last four (4) digits of the faculty member's social security number. The higher number shall have more service recognition.

ARTICLE XIII
REDUCTION IN FACULTY

- A. A reduction in faculty shall be implemented when, in the sole and exclusive judgment of the Board of Trustees, one (1) or more of the following occurs:
1. The Board's ability to fulfill its academic goals has been or will be seriously affected because of a pattern of declining income, or
 2. A general pattern of declining enrollment in the College or in a particular department or technology has been observed which has or will affect the College's ability to fulfill its academic goals and responsibilities.
- B. When a reduction in staff is proposed, the procedure below shall be followed:
1. A written notification to the UF/COTC President.
 2. The designated administrator of the affected program/technology shall seek and obtain recommendation from the affected department's faculty on how best to carry out the reduction in staff.
 3. The faculty recommendations, including any alternative proposals recommended by the designated administrator, shall be submitted by the designated administrator of the affected program/technology to the Vice President for Academic Affairs. These recommendations shall be considered by the College administration before implementing a reduction in faculty.
- C. When a reduction in faculty is to be implemented, the procedure below shall be followed:
1. All reductions in faculty shall be made within each technology affected.
 2. Full-time faculty already employed by the College shall have a priority of employment within the technology over part-time faculty.
 3. When two or more of the full-time faculty within the same technology are equally qualified and have areas of expertise of equal value to the technology, layoffs shall be made in reverse order of service recognition.
 4. No faculty member shall have early retirement forced upon him/her because of a reduction in faculty.
 5. A faculty member who has been laid-off under this Article shall:
 - a. be placed on a recall list for three (3) years;
 - b. be given written notification by mail or personal service of all personnel vacancies for which he/she is qualified as such vacancies occur;

- 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 quarter (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.

**ARTICLE XIV
LEAVES OF ABSENCES**

A. Sick Leave

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

B. Personal Leave

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

C. Unpaid Leaves of Absence

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

D. UF/COTC Service Leave

1. Upon the written request of the President of UF/COTC and the approval of the President of the College, a faculty member may be granted UF/COTC Service Leave with or without pay.
2. The purpose of such leave shall include, but not limited to, election or appointment to perform services as a representative of the UF/COTC, the Ohio Federation of Teachers, the American Federation of Teachers, the AFL-CIO, or any labor division of a state or federal government agency on a temporary or emergency basis.
3. If approved in the written authorization granting the leave, a faculty member shall:
 - a. be returned to his/her original or equivalent position upon the expiration of such leave; and/or
 - b. paid a portion or all of such faculty member's salary.

4. Upon the written request of the President of UF/COTC, a total of ten (10) days shall be granted annually, without pay, to conduct UF/COTC business.
 - a. Such leave shall be granted upon no less than seventy-two (72) hours in advance of such leave.
 - b. No faculty member shall be absent for more than three (3) consecutive workdays.
 - c. No more than two (2) faculty members shall be on such leave concurrently.
 - d. Each faculty member shall arrange for a meaningful learning experience for his/her students during the term of such leave.

E. Assault Leave

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

F. Sabbatical Leave

1. Sabbatical leave is an educational leave which shall be granted only for the benefit of the College and shall be for purposes of scholarly and creative endeavors that advance the professional competence, enrich the teaching, or enhance the research of the faculty member to the benefit of the Department and the College.
2. Upon the completion of seven (7) years of full-time service, a faculty member shall be eligible to be considered for a sabbatical leave; after being granted a sabbatical leave, a faculty member does not become eligible again until the completion of an additional seven (7) years of full-time service.
3. The number of sabbatical leaves available each year is limited and depends upon the availability of funds and the availability of personnel to cover the duties and responsibilities of the faculty member requesting sabbatical leave.
4. Such a leave shall be granted to an eligible faculty member without regard to the number of years such faculty member has been eligible for such leave.

5. Procedures for faculty members wishing to be considered for sabbatical are as follows:
 - a. On or before November 15, in the year before the sabbatical is to be taken, the faculty member shall submit a detailed proposal in writing including methods and standards of documentation for the successful completion of the proposed sabbatical leave to his/her designated administrator.
 - b. On or before December 31, the designated administrator shall submit an evaluation of the proposal based on its merits to the Vice President for Academic Affairs.
 - c. On or before March 1, the Vice President for Academic Affairs shall submit an evaluation based on the proposal's merit to the President of the College.
 - d. The President of the College shall make a decision concerning the faculty member's proposal in time for submission to the Board of Trustees no later than its regular meeting in March.
 - e. The faculty member shall be notified in writing by the President of the College of the decision of the Board; copies shall be sent to the designated administrator and the Vice President for Academic Affairs.
6. A sabbatical leave may be granted for part or all of an academic year following the year in which the proposal is approved.
7. A sabbatical leave of one (1) quarter shall be at full pay, a two (2) quarter leave at two-thirds (2/3) pay, and a three (3) or four (4) quarter leave at one-half (1/2) pay. (A sabbatical leave for one (1) semester shall be at full pay, and a two (2) or three (3) semester leave at one-half (1/2) pay.
8. A faculty member on sabbatical shall continue to accrue sick leave, retirement credit, and insurance benefits subject to approval of the appropriate vendor or state agency.
9. The faculty member shall submit to the President of the College a report detailing the attainments of the faculty member as described in the proposal submitted pursuant to 5 A above; failure to submit such report shall obligate the faculty member to repay the College for all benefits granted during the sabbatical within twelve (12) months.
10. The faculty member shall return to the College for at least one (1) full year after the sabbatical or will repay the College for all benefits granted during the sabbatical within twelve (12) months.

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

H. Military Leave shall be administered in accordance with COTC policy.

ARTICLE XV
PROFESSIONAL MEETINGS, CONFERENCES, WORKSHOPS

- A. Funds shall be appropriated for the use of a faculty member to attend professional meetings, conferences, and workshops.
- B. Requests shall be submitted to the designated administrator for approval under the time lines in the College's travel policy.
- C. The designated administrator shall approve the specific amount of reimbursement.
- D. All travel, both in-state and out-of-state, must be approved prior to the actual commencement of the travel.
- E. Such reimbursement shall be based upon the College's travel policy in effect at the time.

ARTICLE XVI
COLLEGE GOVERNANCE

A. College Governance

1. The Board of Trustees reserves unto itself all rights, duties, and authorities granted by law.
2. The Board of Trustees grants to the President of the College, the Vice President for Academic Affairs, and the other administrative officers, those powers, duties and authorities delegated by the Board of Trustees and granted by law to conduct the affairs of the College.

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

1. The Board of Trustees grants to the faculty advisory responsibility for fundamental academic matters including, but not limited to, admission and graduation requirements, curriculum, subject matter and methods of instruction, research, coordination, and those aspects of student life, which relate to the educational process.
2. The Faculty Council shall be the primary means through which the faculty makes its recommendations on those academic matters for which it has been granted advisory responsibility. The College President or the Vice President for Academic Affairs may appoint appropriate academic staff members to such committees as long as the number of staff members does not exceed one third of the number of members of the committee.

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

1. The Board of Trustees recognizes that the faculty has a direct and compelling interest in College issues including, but not limited to, long- and short-range planning, priorities in the deployment of financial resources, acquisition and use of existing physical and human resources, institutional self-study and marketing, public relations, and recruiting activities.
2. Current College-wide committees established to make recommendations on such issues, and any such committees established during the period of this Agreement, shall include appointments of the Faculty Council.
 - a. The College President or Vice President for Academic Affairs may make recommendations to the Faculty Council President for faculty appointments to such committees, and the Faculty Council President shall give due consideration to those recommendations.
 - b. The President of the UF/COTC may make recommendations to the Faculty Council President for faculty appointments to such committees, and the Faculty Council President shall give due consideration to those recommendations.

- c. This provision shall not apply to strictly administrative committees such as the Academic Leadership Team and the President's Cabinet.

D. Committee Appointments

1. The United Faculty and the Administration hold a shared vision of the importance of committee assignments in the operation and running of the college. Committee assignments are representative of shared governance and in that regard are viewed as both a right and a responsibility for the faculty. Administration shall strive to be mindful of the importance of the faculty member's time investment, and the faculty will strive to honor their commitments.
2. A faculty member shall not be required to serve on more than two (2) committees or the equivalent as determined cooperatively between the faculty member and the Chair in total per year. Committees shall include, but not be limited to, the following:
 - a. College committees
 - b. Faculty Council committees
 - c. Program committees
 - d. Ad hoc committees
 - e. Advisory committees
 - f. Student committees
 - g. Search committees
3. A faculty member may request release from the appointing authority of any committee.
4. The appointing authority shall be responsible for establishing the final composition of the committees including, but not limited to, adjustments of committees with obvious imbalances.

E. Committee Recommendations

1. Committee recommendations shall be given full consideration for review by the College administration and shall be responded to within six (6) weeks of the initial submission of the recommendation.
2. The response shall include the acceptance of the recommendation(s) or denial of the recommendation(s) with specific comments regarding the recommendation(s).

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 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 six (6) times each quarter (eight 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 shall 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.

ARTICLE XVIII
BENEFITS

A. Insurance

1. For the duration of this Agreement, the College agrees to provide to members of the bargaining unit the same major medical, dental, and vision plans as provided to all other full-time regular employees of the College. These programs are currently governed under the rules and regulations of The Ohio State University. Co-payments for participation in these plans are in accordance with those stated by The Ohio State University.
2. For the duration of this Agreement, the College agrees to provide members of the bargaining unit the same life, accidental death and dismemberment, and long-term disability insurance as provided to all other full-time employees of the College. These programs are currently governed under the rules and regulations of The Ohio State University. The costs of such coverage for each bargaining unit member shall be borne by the College.

B. Tuition Fee Waiver – For the duration of this Agreement, the College agrees to provide to members of the bargaining unit the same tuition and matriculation scholarship coverage as provided to all other full-time employees of the College.

C. Liability Insurance – The College shall continue the present coverage and pay the entire premium on faculty member liability insurance.

D. Parking – During the term of this contract a faculty member who desires to park in the lots designated for faculty parking shall be assessed an increase in the existing fee no greater than the percentage increase in student tuition for that year.

E. Terminal Pay of Sick Leave Upon Retirement – Terminal pay of sick leave upon retirement shall be paid in accordance with COTC policy.

F. Paychecks – Paychecks shall be issued on a bi-weekly basis on the same schedule as other bi-weekly paid College employees.

**ARTICLE XIX
SALARY AND COMPENSATION**

A. **NEW FACULTY SALARY** - For those faculty whose full-time contracts began on or after Summer Quarter (session):

<u>Degree Level</u>	<u>Nine-Month Base Salary</u>		
	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>
Bachelor's Degree	\$37,434.80	\$38,183.34	\$38,946.96
Master's Degree	\$40,276.60	\$41,082.08	\$41,903.68
Doctorate Degree	\$43,118.40	\$43,980.82	\$44,860.40

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

1. The faculty member is placed on one (1) of the three (3) starting salaries above according to highest academic degree earned.
2. \$100 is allowed an incoming faculty member for each related certification as approved by the designated administrator ((five (5) certificate maximum)), and this total is added to the base on the appropriate schedule prior to calculating Step 3.
3. An additional 2% is allowed an incoming faculty member for each year of verifiable professional and teaching experience (12 years maximum), and this total is added to the base on the appropriate schedule. Experience is credited as outlined below:
 - a. College teaching experience: One (1) year of credit for each year taught in the same field.
 - b. Professional or technical experience directly relating to the teaching field. One (1) year of credit for each three years in the field.
 - c. High School teaching in the same discipline: One (1) year of credit for each two (2) years of high school teaching.
4. Twelve-month salary is calculated as follows: Nine-month salary divided by three (3) (quarters in a nine-month contract) times four (4) (the number of quarters in a twelve-month contract). (Nine-month salary divided by two (2) (semesters in a nine-month contract) times three (3) (the number of semesters/sessions in a twelve-month contract).

B. **RETURNING REGULAR FACULTY**

(For those faculty whose full-time contracts began prior to Summer session, 2010) Salary increases for nine-month and twelve-month faculty are effective October 1 of each fiscal year. The aggregate salary pool for FY11 is 3%. Returning faculty

member's 2010 – 2011 contracted salary (exclusive of any overload or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) will receive a percentage increase based on rank and position of their 2009 – 2010 salary to the 2009 market position of other Ohio Two-Year Colleges based upon IPEDS data as indicated in the following matrix table:

Rank	Position to Market		
	< 0.95	0.95 – 1.05	> 1.05
Professor	4.00%	3.50%	3.00%
Associate Professor	3.75%	3.25%	2.75%
Assistant Professor	3.50%	3.00%	2.50%
Instructor	2.50%	2.25%	2.00%

On October 1, 2011 and October 1, 2012, returning regular faculty members will receive a percentage increase on the contracted salary (exclusive of any overload or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) based on rank and position of their salary to the market position of other Ohio Two-Year Colleges based upon IPEDS data.

Salary increases for FY2012 will be granted as a one-time payment, not applied to base salary. The aggregate salary pool will be equivalent to a total of 3% and will be distributed using the matrix table outlined above.

In FY2013, an aggregate salary pool will be equivalent to a total of 3%. Salary increases will be distributed to faculty using the matrix table outlined above.

C. OVERLOAD PAY:

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

Rate Per Contact Hour*

Nine-Month Faculty = Nine-month salary divided by the number of hours (1560) in the nine-month contract X 1.5

Twelve-Month Faculty = Twelve-month salary divided by the number of hours (2080) in the twelve-month contract X 1.5

*Compensation for total overload hours shall be computed by multiplying the rate for

one overload hour by the total number of overload hours including fractions thereof.

D. **INDEPENDENT STUDY:**

Full-time faculty members shall be paid \$100.00 per student per quarter credit hour (\$150 per student per semester credit hour) for directing the student's independent study course.

E. **SALARY CREDITS:** Faculty shall also receive salary credit to his/her base salary for each approved graduate hour successfully completed towards the next degree level. This is effective for hours completed after January 1, 2007. Salary credits shall be given at the rate of \$30.00 for graduate hours successfully completed. Salary credits shall also be given for continuing education units or appropriate advanced technical training. This training must be requested in advance, approved, and evaluated by the designated administrator and the Vice President for Academic Affairs for equivalency of the Office of the Board of Regents Standards for the academic credit to be determined for the hours to be awarded. Upon the successful completion of his/her first master's or doctorate degree confirmed on or after October 1, 2006, faculty shall receive salary credit of \$2,000.00 to his/her base salary in the year following the confirmation of the first master's and/or \$3,000.00 for the first doctorate degree.

F. **MERIT PAY:** The College will continue-a merit pay system and will make available up to a \$1,500.00 merit bonus annually to faculty deserving merit pay.

G. **SALARY ADJUSTMENT FOR RANK:** Promotion in rank shall result in adjustment to salary base in the year following the promotions as follows:

1. Instructor - Assistant Professor	\$2,000
2. Assistant Professor - Associate Professor	\$2,500
3. Associate Professor - Full Professor	\$3,000

H. **COMPENSATION FOR DISTANCE EDUCATION:**

Development:

1. Level I courses will be compensated at a rate of no less than \$1,000.
2. Level II courses will be compensated at a rate of no less than \$1,500.
3. Level III courses will be compensated at a rate of no less than \$2,000.

If during the development and pilot process, the faculty member and the College jointly determine that in order to meet the learning objectives, the course should be offered at a higher level, then the faculty will further develop the course and the difference in compensation will be awarded to the faculty. Administration agrees to provide appropriate technical and instructional design support to achieve development consistent with learning objectives and College goals.

The first time a faculty member teaches a distance education course, regardless of who developed the course; he/she will receive release time equal to 1/2 the number of credit hours of the course with a minimum of 1 hour awarded.

I. **NON-NURSING LEAD FACULTY QUARTERLY (SEMESTER) STIPEND:**

Lead faculty in areas other than Nursing shall be compensated with a \$500.00 quarterly (\$750.00 per semester) stipend.

J. **COMPENSATION FOR OFF-QUARTER (SEMESTER) COMMITTEE APPOINTMENTS:**

A faculty member who is authorized by the President of the College and/or Vice President for Academic Affairs and who accepts an off-quarter (semester) committee appointment shall be compensated \$20.00 per hour.

K. **SALARIES FOR FULL-TIME FACULTY FOR SUPPLEMENTAL INSTRUCTIONAL HOURS BETWEEN TERMS:**

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

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

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

L. **ACCRUED VACATION BUYOUT:**

Effective October 1, 2010, all 12-month, full-time faculty members will no longer accrue vacation. Twelve-month faculty members employed prior to October 1, 2010, who have accrued unused vacation will receive a cash payment for this accrual up to a maximum of 240 hours, and all vacation balances will be reduced to zero. Payment will be made at the current "hourly" rate of the faculty member's base salary. Faculty members will receive payment along with their regular paycheck on October 22, 2010, and the payout will not be subject to STRS contributions. The payout will be considered taxable income on the faculty member's W-2.

M. **PORTFOLIO EVALUATION STIPEND:**

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

ARTICLE XX
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 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 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 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. 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.

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 and at least three (3) years of college-level teaching experience are 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 Sections A, B, and C.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 and at least three (3) years of college-level teaching experience are 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 Sections A, B, and C.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 and at least six (6) years of college-level teaching experience are 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 Sections A, B, and C.2 of this article.

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

D. Procedures for Promotion in Rank

1. The timeline below must be followed:
 - a. Interested faculty must submit a letter of intent for consideration for promotion in rank to the Vice President for Academic Affairs' office by **October 1** (unless that date falls on a weekend; in this case, the recommendation shall be forwarded on the Monday following October 1). The Vice President for Academic Affairs will notify the Committee and the faculty's Designated Administrator.
 - b. The faculty member's evidence shall be presented to the Vice President for Academic Affairs' office by the **first day of Winter Quarter (Spring Semester)**.
 - c. If necessary, prior to meeting with the Vice President for Academic Affairs, the committee may request additional or clarifying evidence from a faculty member seeking a promotion in rank.
 - d. Following their respective reviews of materials submitted by faculty seeking a promotion in rank, the committee and the Vice President for Academic Affairs shall meet prior to the Committee's sending its formal recommendations to the Vice President for Academic Affairs.
 - e. The Committee will submit its recommendation to the Vice President for Academic Affairs by **April 1** (unless that date falls on a weekend; in this case, the recommendation shall be forwarded on the Monday following April 1).
 - f. The Vice President for Academic Affairs' recommendation and that of the Committee shall be forwarded to the President of the College by **April 15** (unless that date falls on a weekend; in this case, the recommendation shall be forwarded on the Monday following April 15). If the Vice President for Academic Affairs' recommendation does not concur with that of the Committee, they will meet and discuss the differences before the Vice President for Academic Affairs forwards the recommendations to the College President.
2. The Committee's recommendation shall be based upon but not limited to a review of:
 - a. Demonstrated evidence of progressively strengthened excellence in teaching as represented by activities such as the following:
 - attending national, state, or regional conferences and subsequently presenting at them;
 - developing and revising curricula for currency and relevance;
 - continually learning about and implementing innovative teaching approaches;
 - 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 classroom 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.
- f. A written recommendation by the faculty member's designated administrator. In extenuating circumstances, when the faculty member is being supervised by an administrator who is new to the College, the faculty member may submit previous Final Evaluation Reports/Administrative Evaluations in lieu of the recommendation.

6. The College President shall make final recommendations to the Board of Trustees prior to the March Board of Trustees meeting. Prior to the March Board of Trustees meeting, a faculty member requesting a promotion in rank shall be notified of the College President's recommendation.

7. Appeal

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

ARTICLE XXI
NO STRIKE; NO LOCK-OUT

- A. During the term of this Agreement or any extension thereof, UF/COTC, its agents, representatives, and members shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, slowdown, walk-out, call-in, sick-out, failure to report, work stoppage, mass resignation, or other interference with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. UF/COTC shall cooperate with the College throughout the term of this Agreement and any extension thereof in continuing operations of the College in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this article.

- B. The College agrees that there shall be no lockouts during the term of the Agreement. Violation of this paragraph by the College shall subject the College to the grievance procedure contained herein and upon proof of a lockout, subject the College to a requirement to pay the wages and benefits of those employees locked out for the period of the lockout.

- C. Upon the occurrence of any interference described in Section A above, UF/COTC shall immediately notify any faculty member that such conduct is neither sanctioned nor approved by UF/COTC and in contravention of this Agreement. UF/COTC shall advise each faculty member to immediately return to work.

ARTICLE XXII
CONTRARY TO LAW/SEVERABILITY

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 XXIII
DURATION OF CONTRACT**

The provisions of this Contract shall be effective on the 1st day of October 2010, and shall remain in full force and effect through the 30th of September 2013, subject to Article XXIV.

This Contract attested to this 20th day of July 2010 by and between the parties will bind the Board and UF/COTC as agreed.

UF/COTC

CENTRAL OHIO TECHNICAL COLLEGE
BOARD OF TRUSTEES

Ken Illish 7/12/10
President Date

Cheryl L. Snyder 7/20/2010
Chairperson, Board of Trustees Date