

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



EFFECTIVE

September 1, 2022 through August 31, 2025

TABLE OF CONTENTS

ARTICLE I – RECOGNITION.....	- 5 -
A. RECOGNITION.....	- 5 -
B. DECERTIFICATION.....	- 5 -
C. DEFINITION OF TERMS.....	- 5 -
ARTICLE II – NEGOTIATIONS PROCEDURE.....	- 6 -
A. STATEMENT OF PROCEDURES.....	- 6 -
B. SUBJECT OF NEGOTIATIONS.....	- 6 -
C. REQUESTS FOR NEGOTIATIONS.....	- 6 -
D. NEGOTIATION MEETINGS.....	- 6 -
E. REPRESENTATIVES.....	- 7 -
F. INFORMATION.....	- 7 -
G. AGREEMENT.....	- 7 -
H. DISPUTE SETTLEMENT PROCEDURES.....	- 7 -
ARTICLE III – UF/COTC RIGHTS.....	- 8 -
ARTICLE IV – MANAGEMENT RIGHTS.....	- 10 -
ARTICLE V – GRIEVANCE PROCEDURE.....	- 12 -
A. DEFINITION.....	- 12 -
B. GRIEVANT’S RIGHTS.....	- 12 -
C. TIMELINESS.....	- 12 -
D. PROCEDURES.....	- 12 -
E. ARBITRATION.....	- 14 -
F. MATTERS OF HEALTH AND SAFETY.....	- 15 -
ARTICLE VI – FACULTY CONTRACTS: TERM, SUSPENSION, AND TERMINATION.....	- 16 -
A. EMPLOYMENT CONTRACTS.....	- 16 -
B. TERMS OF APPOINTMENT TO TERM-TRACK POSITIONS.....	- 16 -
C. TERMS OF APPOINTMENT TO TENURE-TRACK POSITIONS.....	- 17 -
D. TERMS OF APPOINTMENT TO TENURED POSITIONS.....	- 17 -
E. TENURE PROCEDURE.....	- 18 -
F. TENURE CALENDAR.....	- 19 -
G. PERFORMANCE IMPROVEMENT PLANS.....	- 19 -
H. TERMINATION OF CONTRACT.....	- 20 -
I. DISCIPLINE.....	- 20 -
ARTICLE VII – PERSONNEL FILES.....	- 22 -
ARTICLE VIII – TEACHING AND LEARNING CONDITIONS.....	- 23 -
A. ACADEMIC YEAR.....	- 23 -
B. TEACHING LOAD.....	- 23 -
C. CONTACT HOUR.....	- 24 -
D. SPECIAL AND ONE-TIME ASSIGNMENTS.....	- 26 -
E. DEPARTMENTALLY-RELATED ASSIGNMENTS.....	- 29 -
F. OVERLOAD/OFF DUTY SEMESTER.....	- 29 -
G. INDIVIDUAL STUDIES.....	- 30 -
H. SCHEDULED HOURS.....	- 30 -
I. OFFICE HOURS.....	- 31 -
J. ELAPSE TIME.....	- 31 -
K. OFF-CAMPUS TEACHING ASSIGNMENTS.....	- 31 -
L. VOLUNTEER SERVICE.....	- 31 -
M. SEMESTER SCHEDULE.....	- 31 -
N. TIME CHANGES.....	- 32 -
O. SCHEDULE CHANGES.....	- 32 -

P. PRESENCE.....	- 32 -
Q. ALTERATIONS	- 32 -
R. MENTORING	- 32 -
ARTICLE IX – POSITION DESCRIPTION OF FACULTY.....	- 34 -
ARTICLE X – PROFESSIONAL DEVELOPMENT AND GROWTH	- 37 -
ARTICLE XI – PROFESSIONAL RIGHTS/ACADEMIC FREEDOM	- 41 -
A. PROFESSIONAL RIGHTS/ACADEMIC FREEDOM.....	- 41 -
B. INSTRUCTIONAL MATERIAL SELECTION	- 41 -
C. OUTSIDE EMPLOYMENT	- 42 -
D. INSTALLATION OF SOFTWARE.....	- 42 -
E. INTELLECTUAL PROPERTY RIGHTS.....	- 42 -
ARTICLE XII – SERVICE RECOGNITION	- 44 -
ARTICLE XIII – REDUCTION IN FACULTY.....	- 45 -
ARTICLE XIV – LEAVES OF ABSENCES	- 47 -
A. SICK LEAVE.....	- 47 -
B. PERSONAL LEAVE	- 47 -
C. UNPAID LEAVES OF ABSENCE.....	- 47 -
D. UF/COTC SERVICE LEAVE.....	- 47 -
E. ASSAULT LEAVE	- 48 -
F. SABBATICAL LEAVE	- 48 -
G. JURY DUTY/COURT ATTENDANCE.....	- 50 -
H. MILITARY LEAVE	- 50 -
ARTICLE XV – PROFESSIONAL MEETINGS, CONFERENCES, WORKSHOPS.....	- 51 -
ARTICLE XVI – COLLEGE GOVERNANCE.....	- 52 -
A. COLLEGE GOVERNANCE	- 52 -
B. ADVISORY ROLE OF THE FACULTY IN THE ACADEMIC ADMINISTRATION OF THE COLLEGE.....	- 52 -
C. ADVISORY ROLE OF THE FACULTY IN NON-ACADEMIC DECISION MAKING	- 52 -
D. COMMITTEE APPOINTMENTS.....	- 53 -
E. COMMITTEE RECOMMENDATIONS.....	- 53 -
F. DISTANCE EDUCATION.....	- 54 -
ARTICLE XVII – MEETINGS	- 55 -
ARTICLE XVIII – SALARY AND COMPENSATION.....	- 56 -
A. NEW FACULTY SALARY.....	- 56 -
B. RETURNING REGULAR FACULTY	- 57 -
C. OVERLOAD PAY.....	- 57 -
D. INDIVIDUAL STUDIES	- 57 -
E. SALARY CREDITS.....	- 58 -
F. SALARY ADJUSTMENT FOR RANK	- 58 -
G. COMPENSATION FOR OFF-SEMESTER COMMITTEE APPOINTMENTS.....	- 58 -
H. SALARIES FOR FULL-TIME FACULTY FOR SUPPLEMENTAL INSTRUCTIONAL HOURS BETWEEN TERMS.....	- 58 -
I. PORTFOLIO EVALUATION STIPEND.....	- 58 -
ARTICLE XIX – RANK AND PROMOTION.....	- 61 -
A. DEFINITION OF ACADEMIC RANK	- 61 -
B. NEW FACULTY APPOINTMENTS	- 61 -
C. PROMOTION IN RANK FOR CURRENT FACULTY MEMBERS	- 61 -
D. PROCEDURES FOR PROMOTION IN RANK.....	- 63 -
ARTICLE XX – NO STRIKE; NO LOCK-OUT	- 67 -

ARTICLE XXI — CONTRARY TO LAW/SEVERABILITY..... - 68 -

ARTICLE XXII — DURATION OF CONTRACT..... - 69 -

ARTICLE I — PURPOSE AND SCOPE OF THE CONTRACT

ARTICLE II — DEFINITIONS

ARTICLE III — TERM AND TERMINATION

ARTICLE IV — SCOPE OF WORK

ARTICLE V — PRICES AND PAYMENT

ARTICLE VI — SCHEDULE OF WORK

ARTICLE VII — ASSIGNMENT

ARTICLE VIII — FORCE MAJEURE

ARTICLE IX — INDEMNIFICATION

ARTICLE X — INSURANCE

ARTICLE XI — DISPUTE RESOLUTION

ARTICLE XII — ENTIRE AGREEMENT

ARTICLE XIII — SEVERABILITY

ARTICLE XIV — GOVERNING LAW

ARTICLE XV — NOTICES

ARTICLE XVI — ASSIGNMENT

ARTICLE XVII — FORCE MAJEURE

ARTICLE XVIII — INDEMNIFICATION

ARTICLE XIX — INSURANCE

ARTICLE XX — DISPUTE RESOLUTION

ARTICLE XXI — ENTIRE AGREEMENT

ARTICLE XXII — SEVERABILITY

ARTICLE XXIII — GOVERNING LAW

ARTICLE XXIV — NOTICES

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, Provost, 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 "Semesters" when used herein will describe the academic sessions under which the campus will operate during this contract.

40 **ARTICLE II – NEGOTIATIONS PROCEDURE**

41

42 **A. Statement of Procedures**

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

59 **B. Subject of Negotiations**

60

61 Representatives of the Board and the UF/COTC will negotiate in good faith all

62 matters relating to wages, hours, terms, and conditions of employment.

63

64 **C. Requests for Negotiations**

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

76 **D. Negotiation Meetings**

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

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

96 E. Representatives

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

101 F. Information

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

106 G. Agreement

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

132 H. Dispute Settlement Procedures

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

ARTICLE III – UF/COTC RIGHTS

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

184 purposes of the College.
185

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

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

195 J. Maintenance of Membership
196

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

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

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

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

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

218 K. Miscellaneous
219

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

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 members.
3. Maintain and improve the efficiency and effectiveness of College operations.
4. Determine the overall methods, processes, means, or personnel by which operations are to be conducted.
5. Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, grant tenure, promote, or retain Faculty members.
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 Collective Bargaining Agreement is declared to have been expressly waived as a subject for bargaining and, during the life of this Collective 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 Collective Bargaining 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.

276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291

- a. 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.
2. 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.
3. The Arbitrator shall be limited to the determination of procedural errors and the correction of such errors.
4. 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.

292 **ARTICLE V – GRIEVANCE PROCEDURE**

293
294 **A. Definition**

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

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

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

316
317 **C. Timeliness**

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

321
322 **D. Procedures**

323
324 **1. Informal**

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

334
335 **2. Formal**

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

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

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

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

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

388 the decision rendered at Step 2. Upon written request of the grievant or the
389 president of the College or his/her designee, a grievance hearing shall be
390 held within seven (7) days of the request. A written decision shall be
391 rendered by the appropriate above designated administrator, or his/her
392 designee, within seven (7) days from the conclusion of the grievance
393 hearing which may be conducted or, if no hearing is conducted, within
394 seven (7) days from receipt of the appeal. A copy of the decision shall be
395 sent to the grievant, the president of UF/COTC, Provost, or the appropriate
396 senior administrator, as the case may be, and the appropriate
397 administrator. Failure to render timely a decision shall advance the
398 grievance to arbitration as provided herein.
399

- 400 d. Each step of the grievance process shall be heard by a different
401 administrator on behalf of the College.
402

403 **E. Arbitration**
404

- 405 1. If the grievance involves a termination action or another non-disciplinary matter,
406 and the grievance is not resolved at Step 3, the UF/COTC may demand that the
407 matter be submitted to arbitration. Such demand shall be made within ten (10)
408 days from the date of the decision rendered at Step 3, or if no decision was
409 rendered at Step 3, within fifteen (15) days from the conclusion of the grievance
410 hearing or, if no grievance hearing was conducted, within fifteen (15) days from
411 the filing of the appeal at Step 3. Failure to timely file a demand for arbitration
412 shall be deemed as an acceptance of the decision rendered at Step 3. An arbitrator
413 shall be selected and proceedings conducted under the Voluntary Arbitration
414 Rules of the American Arbitration Association ("AAA") or the Federal Mediation
415 Conciliation Services ("FMCS"), rotating between the organizations for each
416 arbitration, beginning with the AAA.
417
- 418 2. The Arbitrator shall have no power to alter, add to, or subtract from the terms of
419 this Collective Bargaining Agreement, nor to make any award that is inconsistent
420 with the terms of this agreement or contrary to law. The arbitrator shall expressly
421 confine himself/herself to the precise issue or issues submitted for arbitration and
422 shall have no power to make any award that exceeds the remedy requested.
423
- 424 3. If the award includes money damages, such award shall be limited to back pay
425 and the actual dollar value of a benefit denied a grievant.
426
- 427 4. The Arbitrator shall issue his/her award not later than thirty (30) calendar days
428 from the date of the conclusion of the grievance hearings or, if no hearing is
429 conducted, from the date the arbitrator has established as the final date for
430 acceptance of statements, proofs and/or written arguments to be submitted for
431 his/her consideration. If made in accordance with his/her jurisdiction and
432 authority granted under this contract, such award shall be binding upon the
433 parties but subject to appeal pursuant to Chapter 2711 of the Ohio Revised Code.
434
435

- 436 5. The costs for the fee and necessary expenses of the arbitrator shall be shared
437 equally by the Board and the UF/COTC. All other costs shall be the liability of the
438 party incurring them.
439

440 **F. Matters of Health and Safety**

- 441
- 442 1. The College shall maintain a safe and healthful work place in accordance with
443 accepted standards established by those public agencies responsible for the health
444 and safety of the general public.
445
- 446 2. After hire, all Faculty members must self-disclose any felony or misdemeanor
447 convictions within three (3) days of pleading guilty or being convicted.
448 Convictions will be evaluated for any corrective action. Faculty members that fail
449 to disclose criminal convictions will be subject to corrective action up to and
450 including termination.
451
- 452 3. If a Faculty member alleges that his/her health or safety is jeopardized by
453 conditions that did not meet such established standards and can be corrected by
454 the College, a grievance may be filed in accordance with the procedures set forth
455 in Sections D.2.a through d of the Grievance Procedure as contained in Article V.
456
- 457 4. If the grievance is not resolved at Step 3 of such procedure, the grievant may,
458 upon written request, appeal to the Board of Trustees within seven (7) days from
459 the date of the decision rendered at Step 3; an exact copy of the grievance form
460 filed at Step 1 shall be filed with the Board of Trustees, together with a complete
461 record of the disposition made at Steps 1 through 3.
462
- 463 5. The grievance shall be placed on the agenda of the next regularly scheduled
464 meeting of the Board of Trustees not less than seven (7) days following the receipt
465 of the written appeal; the Board shall make a determination on the appeal in
466 writing within fourteen (14) days from the date of the meeting at which the appeal
467 was heard; the president of the College shall cause copies of the determination to
468 be distributed to all parties; the determination of the grievance by the Board of
469 Trustees shall be binding.
470

471 **ARTICLE VI — FACULTY CONTRACTS: TERM, SUSPENSION, AND**
472 **TERMINATION**

473 **A. Employment Contracts**
474

- 475 1. Members of the bargaining unit shall be employed under one of the following
476 types of employment contracts: (1) a term-track position, (2) a tenure-track
477 position, and (3) tenured.
478
- 479 2. No appointment shall be effective until a contract or written offer has been
480 tendered by the College, signed by the appointee and returned to the Office of
481 Human Resources within fifteen (15) days after the date of posting such contract
482 or offer in the U.S. Mail or personal service.
483
- 484 3. Letters will be sent to set forth the next year's salary and the semesters the Faculty
485 member will teach in the next year.
486
- 487 4. Unless otherwise approved by the president of the College, or his/her designee, a
488 Faculty member may resign only upon a sixty (60) day written notice and at the
489 conclusion of an academic term.
490

491 **B. Terms of Appointment to Term-Track Positions**
492

- 493 1. Faculty members will be copied on all recommendations when they are made
494 throughout the appointment process.
495
- 496 2. A Faculty member who is offered a term-track position shall be granted an annual
497 employment contract for a term not to exceed four (4) years. Recommendations
498 will take into consideration economic conditions, program viability, funding
499 sources, performance, and other factors.
500
- 501 3. At the regular February meeting of the Board of Trustees in the year of the
502 expiration of the term-track position, the president of the College will recommend
503 the renewal or non-renewal of the term-track position.
504
- 505 4. The decision of the Board of Trustees will be conveyed to the Faculty member
506 currently appointed to the term-track position on or before the last day of
507 February.
508
- 509 5. If the decision is to renew the term-track position, the Faculty member shall
510 notify the president of the College in writing by March 15 of his/her decision to
511 accept or reject annual employment contracts for an additional term not to exceed
512 four (4) years.
513
- 514 6. A term-track position may be renewed by the Board of Trustees for an indefinite
515 number of terms (not to exceed four (4) years each).
516
- 517 7. A term-track position shall not be convertible to a tenure-track position.
518

- 519 8. A Faculty member appointed to a term-track position shall be eligible to apply for
520 an authorized tenure-track position whenever such position becomes available.
521
522 9. Nothing herein shall create the expectancy by any Faculty member to re-
523 employment by the College.
524
525 10. In cases of such non-renewal, the Faculty member is entitled at his/her request to
526 reasons in writing for the non-renewal and an opportunity to discuss the matter
527 with his/her designated administrator or the Provost.
528
529 11. A Faculty member, who is in the last year of a term contract and was appointed
530 following a search process, shall not be subjected to the competition of another
531 search if the position is another term contract.
532

533 **C. Terms of Appointment to Tenure-Track Positions**
534

- 535 1. Only a Faculty member who is appointed to a tenure-track position shall be
536 eligible for tenure.
537
538 2. A Faculty member who meets COTC tenure-track standards of performance
539 during the six-year (6) probationary period shall be eligible for reappointment
540 annually.
541
542 3. Upon successful completion of the six-year (6) probationary period, the Faculty
543 member shall be given notice of a tenure appointment in writing.
544
545 4. A tenure appointment shall be granted only upon the approval of the Board of
546 Trustees.
547
548 5. Prior service credit shall be granted for full-time regular Faculty member's service
549 to the College and applied to the probationary period to a maximum of six (6)
550 years.
551
552 6. Preference shall be given to an internal candidate when staffing authorized and
553 available tenure-track positions, as long as the internal candidate has undergone a
554 competitive search.
555
556 7. The qualifications and areas of special expertise of a candidate to a tenure-track
557 position shall be determined in the sole and exclusive discretion of the Provost;
558 provided, however, such discretion shall not be exercised in an arbitrary or
559 capricious manner.
560

561 **D. Terms of Appointment to Tenured Positions**
562

- 563 1. Only a Faculty member who has successfully completed the six-year (6)
564 probationary period may be granted tenure.
565
566

- 567 2. A tenure appointment shall remain in effect until the Faculty member resigns,
568 retires, is retired pursuant to Section 3307.37 of the Ohio Revised Code or until
569 terminated or suspended for cause or in accordance with Article XIII (Reduction
570 in Staff.)
571
- 572 3. A Faculty member who, at the time of the signing of this Agreement, is eligible for
573 tenure review shall proceed with the tenure process as outlined in the COTC
574 Faculty Handbook.
575

576 E. Tenure Procedure
577

- 578 1. After fulfilling two (2) complete academic years of full-time service at COTC as a
579 probationary tenure-track Faculty member and at the beginning of the third year,
580 the Faculty member shall request that the Tenure Committee determine the
581 extent to which he/she is meeting the criteria for tenure at Central Ohio Technical
582 College.
583
- 584 2. The Tenure Committee shall put such determinations/recommendations in
585 writing for the Faculty member by the end of the second teaching semester of the
586 third year; such determinations/recommendations shall be included at the time of
587 the sixth year review.
588
- 589 3. After the provisions of section E.2 above have been complied with, guidelines for
590 tenure for any specific candidate shall not be altered.
591
- 592 4. At the beginning of the sixth year of full-time service at COTC, the Faculty
593 member shall submit his/her tenure file for review and evaluation by the Tenure
594 Committee.
595
- 596 5. The file, along with the recommendations of the Tenure Committee, shall be
597 forwarded to the appropriate designated administrator, and to the president of
598 COTC, who each make recommendations.
599
- 600 6. The recommendation of the president of the College is forwarded to the Board of
601 Trustees, which makes the decision on granting tenure.
602
- 603 7. If tenure is not granted, the Faculty member may be offered only one additional
604 one-year contract.
605

F. Tenure Calendar

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

608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631

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 indicating a deficiency on a majority of the Class Administrative Evaluation.
3. When a specific improvement plan is developed, progress toward achievement of the specific improvement plan must be documented prior to the next term-track renewal process. Documentation shall be the joint responsibility of the designated administrator and Faculty member. A Faculty member not showing progress toward achievement of the plan set forth above may be non-renewed.

- 632 4. Nothing in this section shall prevent the College from non-renewing the Faculty
633 member at any time for causes, nor shall anything in this section waive the
634 Faculty member's right to due process.
635

636 **H. Termination of Contract**

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

659

660

661

662

663

664

665

666

667

668 **I. Discipline**

- 669
- 670 1. Pursuant to Section 4117.08 (C)(5) of the Ohio Revised Code, the College shall
671 retain the right to suspend without pay, or discipline a Faculty member for cause.
672
- 673 2. Disciplinary action taken against a Faculty member shall be progressive, unless at
674 the sole and exclusive discretion of the president of the College, the nature of the
675 transgression reasonably warrants a more severe sanction.
676
- 677
- 678

679
680
681
682
683
684
685
686
687
688

3. Progressive discipline shall be defined as:

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

689
690
691
692

ARTICLE VII — PERSONNEL FILES

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

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

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

702
703 **A. Academic Year**

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

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

725
726 **B. Teaching Load**

727
728 Each Faculty member shall be scheduled with a normal teaching load or compensated
729 for overload assignments.

- 730
731 1. Teaching load shall be defined as:
732
733 a. both on-campus and off-campus assigned class lecture;
734
735 b. both on-campus and off-campus assigned laboratories;
736
737 c. both on-campus and off-campus clinical labs;
738
739 d. practicum experience, internship, directed practice; and
740

741 e. distance learning.

742
743 2. Normal teaching load shall be defined as sixteen (16) to twenty (20) contact hours
744 per week each semester for a total of:

745
746 a. Thirty-six (36) contact hours per contract year for a Faculty member
747 employed on a nine-month contract, OR

748
749 b. Fifty-four (54) contact hours per contract year for a Faculty member
750 employed on a twelve-month contract.

751
752 3. Normal teaching preparation load shall be defined as up to four (4) disparate
753 courses per semester, regardless of class size or duration. A Faculty member who
754 is required to prepare more than four (4) courses per semester shall receive the
755 equivalent of one (1) hour of overload compensation per extra course preparation.

756
757 C. Contact Hour

758
759 1. Defined—a contact hour shall be defined as fifty (50) minutes of lecture or fifty
760 (50) minutes of college laboratory. Clinical (directed practice) hours in Nursing
761 shall be computed as one and one-fifth (1 1/5) contact hours per sixty (60)
762 minutes of clinical. Assigned "to be arranged" shall count toward Faculty load
763 requirements.

764
765 2. The hours allocated to clinical assignment in Allied Health shall be determined
766 prior to the beginning of each term in accordance with the following:

767
768 a. Diagnostic Medical Sonography (DMS) - Contact hours will be based on
769 the number of students visited multiplied by three (3) [the number of
770 hours per visit] multiplied by the number of visits in the term
771 multiplied by 1.2. Contact hours are calculated to one decimal place.

772
773 b. Radiographic Technology – Contact hours are based upon the number
774 of students multiplied by the number of competencies multiplied by the
775 length of time required for each competency multiplied by 1.2.
776 Competencies vary in complexity and the more complex competencies
777 require more time to be spent working with students. For purposes of
778 scheduling weekly visits, the total hours of time are divided by the
779 number of weeks of clinical practice in the term. Faculty are then
780 assigned based on how many visits each will be making each week.
781 Contact hours are rounded to one decimal place.

782
783 c. Surgical Technology/EMS Technology - A Faculty member visits each
784 student every week. Faculty members receive one hour for each student
785 plus an additional hour for each different clinical class assignment (e.g.
786 M/W, T/Th) at each location visited.

- 789 3. Full credit shall be given when the Faculty member has total and direct
 790 responsibility; pro rata credit shall be given for these same activities in which
 791 Faculty members have shared responsibilities.
 792
- 793 4. Practicum experience, internship, and directed practice experience—For each
 794 practicum experience, internship, and directed practice as these terms are defined
 795 by the Ohio Department of Higher Education, with related duties, a faculty
 796 member shall receive contact hours for the seminar portion of the course based on
 797 the number of credit hours assigned to the seminar, if a seminar is required.
 798 Contact hours for monitoring the student at the site of a practicum experience,
 799 internship, or directed practice will be based on the total number of students
 800 visited in all sections as follows:

- 801
- 802 a. Practicum Experience—contact hours for monitoring students at site of
 803 experience:

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

- 804
- 805
- 806
- 807
- 808
- 809
- 810
- 811 b. Internship and Directed Practice—contact hours for monitoring
 812 students at site of experience:

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

813

814

815

816

817

818

819

820 The contact hours for practicum experience, internship, and directed practice will
 821 be paid only for the number of weeks in which the student is attending the
 822 experience. For example, if students are only at the site for five weeks, the contact
 823 hours will be paid for only five weeks.
 824

825

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

<u>Number of Students</u>	<u>Contact Hours</u>
75 to 99	.5
100 to 149	1.0
150 or more	1.5

828

829

830

831

832

833

834 The Curriculum committee may make recommendations to the College regarding
 835 class size for new classes.
 836

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

839
840 Final determination of class size is at the sole discretion of the College.

- 841
842 5. New Class Assignment within forty-eight (48) hours of start semester—One (1)
843 load hour shall be provided to a Faculty member if the College assigns a new class
844 (a class that has never before been taught by the Faculty member) within forty-
845 eight (48) hours of the start of the semester. (i.e., for a 3-hour class, the Faculty
846 member would receive four (4) load hours).

847
848 D. Special and One-Time Assignments

849
850 1. Faculty Program Directors

851
852 A full-time Faculty member designated as a Faculty program director (in areas
853 needing a program director) of an educational program shall receive six (6) hours
854 of reassigned time per semester of service.

855
856 Faculty program directors are appointed by and report directly to their designated
857 administrator and serve a renewable term by mutual agreement between the
858 designated administrator and the Faculty member.

859
860 In addition to performing the regular duties of a Faculty member as outlined in
861 Article IX, Position Description of Faculty, Faculty program directors **work**
862 **collaboratively** with the designated administrator to provide leadership in the
863 following sorts of ways pertaining to the daily operations of the Faculty member's
864 program or department:

- 865
866 • reviewing and developing the long-term planning, including accreditation, if
867 appropriate, of the program or department;
868 • recruiting and interviewing candidates for part-time teaching assignments;
869 • making recommendations to the designated administrator regarding the hiring
870 of part-time Faculty for teaching duties in the program or department;
871 • conducting part-time Faculty evaluations (the Faculty program director shall
872 determine when and in what manner such evaluations are performed and may
873 request the assistance of other full-time Faculty members in undertaking such
874 evaluations);
875 • being involved with master scheduling;
876 • being involved with staffing classes;
877 • keeping abreast of budgetary matters pertaining to the program or department;
878 • convening meetings during which Faculty work on curriculum and program
879 review and assessment;
880 • convening meetings during which Faculty work on new program and curriculum
881 development;
882 • generally providing support for and direction to the assigned program or
883 department; and

- 884
- 885
- 886
- working with other Faculty program directors, as well as with College Administrators, on matters of interdivisional or College-wide concern.

887 Work does not include supervising, hiring, disciplining, or evaluating full-time
888 program or departmental Faculty.

889

890 2. Non-Nursing Lead Faculty

891

892 A full-time Faculty member designated as lead faculty in areas other than nursing
893 shall receive one (1) hour of reassigned time per semester of service. The one (1)
894 hour of reassigned time will apply to meeting the normal teaching load defined
895 within this Agreement.

896

897 At the discretion of the Provost, by mutual agreement between a full-time Faculty
898 member and the appropriate Division Dean, a full-time Faculty member who is
899 not a Faculty program director may serve a renewable term as the "lead Faculty"
900 within her or his program or department.

901

902 The non-nursing lead Faculty will **work collaboratively** with the divisional
903 dean and the designated administrator in the following ways:

- 904
- 905 • Consulting on scheduling in the lead Faculty's area;
 - 906 • Consulting on staffing in the lead Faculty's area to include participating in
907 reviewing CVs; interviewing and recommending candidates for part-time
908 teaching, as needed;
 - 909 • Contributing to/consulting with the Administration's supervisor in hiring,
910 evaluation, and discipline of non-teaching staff within the
911 department/program;
 - 912 • Consulting with the coordinator of part-time Faculty services and/or the dean
913 on matters pertaining to the lead Faculty's area;
 - 914 • Connecting full-time Faculty to part-time Faculty to facilitate collaboration
915 and communication (i.e. in the sharing of syllabi, the ordering of texts,
916 extending invitations to meetings, coordinating lab prep and training, ordering
917 instructional supplies);
 - 918 • Keeping abreast of budgetary matters pertaining to the program or
919 department;
 - 920 • Convening meetings during which Faculty work on curriculum and program
921 review and assessment; and
 - 922 • Working with Faculty program directors, as well as with College
923 administrators, on matters of interdivisional or College-wide concern.
 - 924 • Work does not include supervising, hiring, disciplining, or evaluating full-time
925 program or departmental Faculty.
- 926

927 **3. Nursing Lead Faculty**

928
929 Nursing Faculty members teaching the didactic portion of the clinical-based
930 nursing courses will be designated as the lead Faculty and will be responsible for
931 providing clinical leadership for and clinical management of the clinical learning
932 experiences.

933
934 Nursing Faculty members designated as lead Faculty for a clinical-based nursing
935 course shall receive reassigned time per semester based upon the number of part-
936 time teaching assistants (bachelor's prepared) assigned to the course in
937 accordance with the chart below:
938

# 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		

- 939
- 940 **4. Full-time Faculty supervise the activities of teaching assistants. The intent of the**
941 **lead Faculty designation is to compensate the Faculty member for this additional**
942 **element of supervision. Specifically, this level of supervision includes providing**
943 **additional direction to the clinical teaching assistant regarding the design of the**
944 **student's clinical experience; visiting the clinical site of each assigned teaching**
945 **assistant at least one time per semester and as needed; documenting an**
946 **assessment of the learning that is occurring; and conducting face-to-face or virtual**
947 **meetings with assigned teaching assistants at least one time per semester.**
- 948
- 949 **5. Faculty One-Time Assignments**
950 In any given semester, a Faculty member who has a normal teaching load may be
951 given a one-time or special temporary assignment (e.g., the preparation of a
952 formal accreditation report or other special project with defined deliverables).
953 Reassigned time shall be granted by the Provost for the special or one-time
954 assignment in the semester.
- 955
- 956 **6. Faculty Assignments as BPA Commander**
957 A full-time Faculty member designated as the commander of a BPA academy shall
958 receive fifteen (15) hours of reassigned time per academy. The hours shall be
959 divided by the number of terms across which the academy spans.
- 960
- 961 **7. Faculty Assignments as Clinical/Practicum Coordinator**
962 A full-time Faculty member designated as a program clinical/practicum
963 coordinator shall receive four (4) hours of reassigned time per semester.

- 964
965 8. Faculty Assigned Responsibility for the Nursing Preceptor Course
966 A full-time faculty member responsible for the Nursing preceptor course shall receive
967 six (6) hours of reassigned time per semester. "Preceptor experience" applies to
968 programs in the health technologies during which the student is assigned to practice
969 experiences under supervision at an external agency by an employee of the agency. To
970 assure proper coordination, the faculty member coordinating the experience
971 monitors and mentors the nurse preceptors, provides the clinical education plan,
972 visits the student at least twice during the experience, provides the final grade, and is
973 responsible for the course in which the student is enrolled.
974

975
976 E. Departmentally-Related Assignments
977

- 978 1. A designated administrator may assign academic assignments to a Faculty
979 member whose course assignments are less than a full-time instructional load.
980
981 2. If such assignments and instructional load total more than thirty-six (36) contact
982 hours for a nine (9op) month appointment, or fifty-four (54) contact hours for a
983 twelve (12) month appointment, the Faculty member shall be paid an overload.
984

985 F. Overload/Off Duty Semester
986

- 987 1. Defined - Overload occurs when a Faculty member exceeds the normal teaching
988 load as defined in Article VIII, Section B2.
989
990 2. All load hours in excess of twenty (20) hours in any semester shall be paid as
991 overload in the semester in which they are worked.
992
993 3. Annual excess load hours (hours in excess of 36 for 9-month Faculty or 54 for 12-
994 month Faculty) which were not considered to be overload hours during the course
995 of the year shall be paid as overload during the spring semester.
996
997 4. In order to maintain the quality of education and address student learning needs,
998 Management and the Union discourage excess overload hours but recognize the
999 occasional need for greater than ideal course loads to accommodate program and
1000 enrollment needs.
1001
1002 5. The best-qualified Faculty member, as determined by education, training,
1003 experience, and relevant pedagogy, shall be offered course assignments. When
1004 each of the above are deemed equal, the Faculty member with the most years of
1005 seniority shall be offered the assignment. Should that Faculty member refuse the
1006 assignment, the assignment shall be offered to the next most senior Faculty
1007 member.
1008
1009 a. No one outside the bargaining unit shall be offered the opportunity to teach
1010 before bargaining unit members have had the right of refusal of overload hours

up to a total of twenty-eight (28) contact hours per semester.

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

G. Individual Studies

Upon approval by the designated administrator and the Provost, a Faculty member may volunteer to direct students in individual studies as defined by the Ohio Department of Higher Education. 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 class 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 that 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.
5. All full-time Faculty are on contract for the full academic year. However, full-time Faculty are not required to be on-campus during breaks between semesters and during Spring Break. Twelve-month Faculty may submit a request(s) to work up to 10 week days during the break periods during each academic year in exchange for time off during the academic terms. Requests for alternate scheduling must be in writing and must include a plan for covering classes during the requested period.

1059 Requests must be made in full-day increments. Requests must be submitted with
1060 reasonable notice and are subject to the review and approval of the appropriate
1061 administrator. The decision of the administrator is final and not subject to the
1062 grievance procedure.

1063
1064 I. Office Hours

1065
1066 For one to twenty (1-20) hours of load (both teaching and non-teaching), a minimum
1067 of six (6) office hours shall be posted and made available to students each week. At
1068 least two (2) of the six (6) hours must be face-to-face/in-person. Faculty members
1069 who are teaching all (100%) of their courses in an online format may conduct all six
1070 hours virtually. Office hours should be scheduled at times that are convenient for
1071 students (including, where applicable, appropriate consideration of evening students
1072 and the location of classes being taught). Office hours may be held at any campus
1073 facility.

1074
1075 If the Faculty member's teaching load is greater than 20 hours, additional office
1076 hours are required each week as follows:

1077
1078 21 - 24 teaching hours = One (1) additional office hour per week

1079 25 or more teaching hours = Two (2) additional office hours per week

1080
1081 J. Elapse Time

1082
1083 No less than eleven (11) hours shall elapse between the end of the last class taught by
1084 a Faculty member on one day and the beginning of his/her first class on the
1085 succeeding day.

1086
1087 K. Off-Campus Teaching Assignments

1088
1089 Teaching assignments at other than the designated home campus shall be made by
1090 the designated administrator in collaboration with the Faculty member.

1091
1092 L. Volunteer Service

1093
1094 Nothing in this Article shall prevent a Faculty member from volunteering service to
1095 the College beyond the limits set forth in this article.

1096
1097 M. Semester Schedule

1098
1099 The semester schedule for a Faculty member's teaching duties is determined by the
1100 designated administrator in consultation with the Faculty member and subject to
1101 approval by the Provost. The best-qualified Faculty member, as determined by
1102 education, training, experience, and relevant pedagogy shall be offered course
1103 assignments. When each of the above are deemed equal, the Faculty member with the
1104 most years of seniority shall be offered the assignment. Should that Faculty member
1105 refuse the assignment, the assignment shall be offered to the next most senior Faculty
1106 member.

1107
1108 **N. Time Changes**

1109
1110 All proposed semester schedule additions, cancellations, closings, time changes,
1111 laboratory changes, corrections in credit or contact hours, and any other changes
1112 must be approved by the designated administrator and the Provost.
1113

1114 **O. Schedule Changes**

1115
1116 Only the designated administrator and the Provost have the authority to make or
1117 accept schedule changes.
1118

1119 **P. Presence**

1120
1121 A Faculty member is required to be in the class or laboratory at the time assigned on
1122 the Master Schedule. A Faculty member or other authorized College employee must
1123 be present at all times in any laboratory where the student is at risk while utilizing
1124 laboratory equipment.
1125

1126 **Q. Alterations**

1127
1128 A Faculty member may not cancel or alter the time of any scheduled class period
1129 without prior approval of the designated administrator.
1130

1131 **R. Mentoring**

1132
1133 All new full-time Faculty members shall be required, in their first (1st) year of
1134 employment, to participate in the Faculty Mentoring Program as developed by the
1135 Mentoring Task Force.
1136

1137 Mentoring assignments may be given for up to two (2) semesters and compensation
1138 will be based upon one (1) of the following:
1139

1140 1. Release time based upon an agreement between the Faculty member and the
1141 College:

- 1142
1143 a. Semester 1 = 1 to 4 load hours
1144 b. Semester 2 = 1 to 2 load hours
1145

1146 **OR**

1147
1148 2. Monies for Professional Development activities at the end of the mentoring
1149 assignment. These monies can be used within the twelve (12) months immediately
1150 following the conclusion of the mentoring relationship. The monies will accrue to
1151 the mentor at the following rate(s):
1152

- 1153 a. End of the First Semester of the assignment = \$650.00
1154 b. End of the Second Semester = \$350.00, if the assignment is needed

1155
1156
1157
1158
1159
1160
1161
1162
1163
1164

S. Tutoring

A full-time faculty member designated as a tutor in the Center for Student Success (CSS) in the subject matter expertise shall receive up to two (2) hour of reassigned time per semester of service. For each reassigned hour, the faculty member will perform 30 hours of tutoring in the CSS. The reassigned time will not apply to meeting the normal teaching load defined within this Agreement and will not apply to calculating overload. Tutor assignments are at the discretion of the provost.

ARTICLE IX — POSITION DESCRIPTION OF FACULTY

- 1165
1166
1167 A. Each Faculty member shall be directly responsible to a designated administrator and
1168 through that person to the Provost and the president of the College. Major Faculty
1169 responsibilities shall include class and laboratory instruction with related
1170 responsibilities in the area of student advisement.
1171
- 1172 B. Each Faculty member shall assume additional responsibilities for service on various
1173 committees.
1174
- 1175 C. In addition to the above and the position description set forth below, each designated
1176 administrator may issue supplementary position descriptions for a departmental
1177 Faculty member and/or for a Faculty member in a specific technology.
1178
- 1179 D. The position description of a Faculty member shall be as follows:
1180

1181 1. Instruction 1182

1183 Prepares, presents, and evaluates course materials and instructional strategies
1184 based upon program goals and performance objectives. Ensures a positive and
1185 favorable learning environment. Collects and participates in the analysis of
1186 student learning evidence related to program/department learning outcomes
1187 through direct and indirect measures of student learning.
1188

1189 a. Course Preparation 1190

- 1191 i. Develops course syllabi.
1192
1193 ii. Distributes and explains course syllabi, performance objectives,
1194 and requirements at beginning of course.
1195
1196 iii. Improves course and curriculum by revising course materials
1197 and activities.
1198
1199 iv. Reviews and recommends textbooks and ancillary materials.
1200
1201 v. Requests needed supplies, services, or repairs.
1202

1203 b. Course Presentation 1204

- 1205 i. Is punctual and uses scheduled class times effectively.
1206
1207 ii. Uses various teaching strategies and learning activities designed
1208 to achieve course objectives.
1209
1210 iii. Communicates subject matter clearly and effectively with
1211 students.
1212

- 1213 iv. Recognizes and accommodates student differences.
- 1214
- 1215 v. Establishes and maintains a positive, supportive learning
- 1216 environment.
- 1217
- 1218 vi. Exhibits enthusiasm—maintains student interest and attention.
- 1219
- 1220 vii. Demonstrates tact, understanding, respect, and fairness in
- 1221 dealing with students.
- 1222
- 1223 viii. Ensures safety and security practices in classes, terminal rooms,
- 1224 laboratories, and clinical settings.
- 1225
- 1226 ix. Incorporates instructional technologies into instructional
- 1227 delivery.
- 1228

1229 c. Course Assessment

- 1230
- 1231 i. Ensures tests and coursework are in agreement with course
- 1232 objectives.
- 1233
- 1234 ii. Provides adequate feedback/explanation of graded coursework
- 1235 to students in a timely manner.
- 1236
- 1237 iii. Completes grades and other student records accurately and
- 1238 timely.
- 1239
- 1240 iv. Collects and analyzes assessment data.
- 1241

1242 2. Student Development and Advising

1243
1244 Assists students in attaining maximum educational benefits through proper
1245 course selection; advises concerning academic problems and requirements; refers
1246 to appropriate College resources and support services; assists with career
1247 development and placement; and supports College student service programs.
1248 Assists with student recruitment efforts.

- 1249
- 1250 a. Arranges and maintains suitable office hours for student advising and
- 1251 academic assistance.
- 1252
- 1253 b. Follows appropriate student advisement procedures and assists
- 1254 students with course selection and academic requirements.
- 1255
- 1256 c. Uses the college's early alert system at least once weekly during the first
- 1257 three weeks and at the midterm week to identify any student not
- 1258 engaged or not completing coursework. Faculty are encouraged to use
- 1259 the early alert system more than the required weeks to report a student
- 1260 issue.

1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303

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.
 - i. Nursing faculty shall attend one college graduation ceremony per year and two pinning ceremonies per year;
 - ii. Other allied health faculty shall attend two college graduation ceremonies each year and one pinning ceremony each year; and
 - iii. All other faculty shall attend two graduation ceremonies per year.
- 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.

1304 **ARTICLE X – PROFESSIONAL DEVELOPMENT AND GROWTH**

1305
1306 In the spirit of our ongoing efforts to maximize student learning, and in the interest
1307 of strengthening the College’s performance-based culture and the Faculty’s ability to
1308 engage in continuous improvement, Faculty are encouraged to participate in
1309 collaborative, ongoing, non-regularly scheduled reviews of their professional
1310 performance.

1311
1312 Each academic year, excluding the year in which the Faculty member is up for
1313 contract renewal, Faculty shall participate in an annual performance review with
1314 their designated administrator. Each Faculty member shall prepare an annual Faculty
1315 narrative and meet with their designated administrator to discuss their performance
1316 and receive feedback on the narrative. In addition, Faculty shall participate in
1317 collaborative, regularly scheduled comprehensive evaluations of their professional
1318 performance. The sum and substance of the comprehensive evaluation is outlined
1319 below.

- 1320
1321 A. The comprehensive evaluation shall be conducted during the academic year in
1322 which the Faculty member is up for contract renewal.
1323
1324 B. Comprehensive evaluations of Faculty members shall include, but not be limited
1325 to, a class administrative evaluation, a review of teaching materials, an Evaluation
1326 Conference, comprehensive Faculty Narrative, student evaluations, and a Final
1327 Evaluation Report.
1328
1329 C. Each Faculty member shall participate in a comprehensive evaluation of
1330 performance conducted by the designated administrator utilizing:
1331
1332 1. Comprehensive Faculty Narrative ([form available on the portal](#)).
1333
1334 2. Class administrative evaluation
1335
1336 3. Student evaluations
1337
1338 4. Evaluation Conference ([form available on the portal](#))
1339
1340 5. Final Evaluation Report

1341
1342 D. **Definitions**

- 1343
1344 1. Annual Faculty Narrative

1345
1346 Annually, the Faculty member shall complete a written narrative ([form
1347 available on the portal](#)) which includes:

- 1348
1349 a. Identification of strengths and areas for growth
1350 b. Description of progress toward outcomes of goals and objectives
1351 c. Personal goals for upcoming year

1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399

2. Comprehensive Faculty Narrative

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

3. Class Administrative Evaluation

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

4. Student Evaluations

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

5. The Evaluation Conference

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

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

- 1400 a. Review of performance evaluated in light of previously established
1401 professional goals and objectives, as well as in light of previously
1402 established non-instructional projects and obligations.
1403
1404 b. Review of a sample of the Faculty member's teaching materials, such as
1405 (but not limited to) tests, labs, handouts, Syllabi, and assignments.
1406
1407 c. Review of student evaluation trends since the previous review period.
1408
1409 d. Review of the comprehensive Faculty Narrative.
1410
1411 e. Review of the class administrative evaluation.
1412
1413 f. The establishment of individual and programmatic instructional goals
1414 and objectives for the next review period—undertaken in collaboration
1415 with the program director, when appropriate—as well as the
1416 establishment of non-instructional projects and obligations for the next
1417 review period.
1418
1419 g. Review of performance according to the Faculty Position Description.
1420
1421 h. Summary of the Evaluation Conference.
1422

1423 **E. Procedures:**

1424
1425 **1. Annual Performance Review:**

- 1426
1427 a. No later than the third (3rd) full week of classes during the autumn
1428 semester, the designated administrator will collaborate with the Faculty
1429 member to set the time for the review meeting.
1430
1431 b. No later than the twelfth (12th) full week of the autumn semester, the
1432 designated administrator and the Faculty member will meet for the
1433 annual performance review.
1434
1435 **2. The Faculty member will submit their annual Faculty Narrative to the**
1436 **designated administrator no later than one week prior to the review meeting.**
1437

1438 **Comprehensive Autumn Evaluation:**

- 1439
1440 a. No later than the third (3rd) full week of classes during the autumn
1441 semester of the final academic year of the Faculty member's contract,
1442 the designated administrator will collaborate with the Faculty member
1443 being evaluated to review the evaluation process, establish a timeline
1444 for completing the steps of the evaluation process, and discuss any
1445 relevant materials and issues.
1446
1447

1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479

- b. No later than the twelfth (12th) full week of the autumn semester, the designated administrator and the Faculty member will meet for the Evaluation Conference.
- c. The Faculty member shall submit her/his comprehensive Faculty Narrative to the designated administrator no later than one week prior to the Evaluation Conference.
- d. By the end of autumn semester, the designated administrator shall write and sign the Final Evaluation Report and send it to the Faculty member for their review.
- e. No later than the end of the second (2nd) full week of spring 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 January, the designated administrator shall submit the Final Evaluation Report—signed by both the designated administrator and the Faculty member—to the Provost , who will review and sign the Final Evaluation Report and maintain a copy in the Faculty member’s personnel file.

F. 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 members’ evaluations. All forms used in the Faculty evaluation process must be approved by the Provost prior to implementation. Each party shall have complete control to select its own representatives to the committee.

1480 **ARTICLE XI – PROFESSIONAL RIGHTS/ACADEMIC FREEDOM**

1481
1482 **A. Professional Rights/Academic Freedom**

- 1483
1484 1. Shall include, but not be limited to the following:
- 1485 a. The freedom to teach, conduct research, invent, and publish.
 - 1486
 - 1487
 - 1488 b. The freedom to discuss in the class, in his/her own manner, but consistent
 - 1489 with the dignity of the profession, any material relevant to the subject matter
 - 1490 as provided in the course description and course outlines.
 - 1491
- 1492 2. The principle correlative responsibilities attaching to the exercise of academic
- 1493 freedom include:
- 1494
 - 1495 a. The responsibility to pursue excellence, intellectual honesty, objectivity in
 - 1496 his/her teaching, and to increase his/her experience and expertise.
 - 1497
 - 1498 b. The responsibility to encourage students and colleagues to engage in free
 - 1499 discussion, inquiry, and practice.
 - 1500
 - 1501 c. The responsibility to refrain from discussing or promoting matters that have
 - 1502 no bearing on the subject content of the course.
 - 1503

1504 **B. Instructional Material Selection**

- 1505
- 1506 1. Considerations
- 1507
 - 1508 a. Primary importance shall be given to choosing instructional materials that
 - 1509 best address the competencies and student learning outcomes for the course.
 - 1510
 - 1511 b. Monetary costs to students is a factor to consider, but should not be the
 - 1512 principal one.
 - 1513
 - 1514 c. Authorship of instructional materials should have no bearing on their
 - 1515 selection.
 - 1516
- 1517 2. Policy
- 1518
 - 1519 a. Any course taught by only one (1) full-time Faculty member (part-time faculty
 - 1520 may also teach the course):
 - 1521
 - 1522 i. The full-time Faculty member selects the instructional materials as long
 - 1523 as those materials support the approved syllabus for the course.
 - 1524
 - 1525 ii. Any course taught by more than one full-time Faculty member in the
 - 1526 same semester (part-time faculty may also teach the course):
 - 1527

1528 a. It is strongly recommended that the same text materials be used
1529 by all Faculty. However, if consensus cannot be reached by full-
1530 time Faculty:

1531
1532 i. if the course is not sequential, each Faculty member may
1533 choose the material that best addresses the performance
1534 objectives;

1535
1536 ii. if the course is sequential, the choice shall be made by the
1537 majority of the Faculty;

1538
1539 iii. if there is no majority choice, the choice shall be made by
1540 the designated administrator;

1541
1542 b. Consultation with one (1) or more part-time Faculty is
1543 encouraged, if appropriate.

1544
1545 3. Any course taught only by one (1) or more part-time Faculty member, the decision
1546 on the text materials will be made by the designated administrator in consultation
1547 with the part-time faculty teaching the course, if possible. Consultation with full-
1548 time Faculty in the technology is strongly recommended.

1549
1550 C. Outside Employment

1551
1552 A Faculty member shall have the right to pursue any outside employment without
1553 restrictions, so long as it does not interfere with his/her assigned duties or with
1554 continuing education courses offered by the College of which the Faculty are made
1555 aware at least six (6) months in advance.

1556
1557 D. Installation of Software

1558
1559 A Faculty member has the right to request the College's IT department to install the
1560 Faculty member's own licensed software on the College's computer, and such
1561 requests shall not be unreasonably denied.

1562
1563 E. Intellectual Property Rights

1564
1565 Intellectual property created by the Faculty member in the fulfillment of the
1566 employee's normal duties and responsibilities under this collective bargaining
1567 Agreement is presumed to belong to the Faculty member for proprietary or marketing
1568 purposes outside the College, but is available to the College for internal review and
1569 for review by external agencies regulating the College.

1570
1571 The College is the presumed owner of intellectual property only when the College
1572 enters into an agreement with the Faculty member specifically to create such
1573 specified intellectual property in exchange for compensation and the agreement
1574 specifically outlines the development obligations and the College's exclusive
1575 ownership.

1576
1577
1578
1579
1580

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 the 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 human resources director 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.

1617 **ARTICLE XIII — REDUCTION IN FACULTY**

1618
1619 A. A reduction in Faculty shall be implemented when, in the sole and exclusive
1620 judgment of the Board of Trustees, one (1) or more of the following occurs:

- 1621
- 1622 1. The Board's ability to fulfill its academic goals has been or will be seriously
1623 affected because of a pattern of declining income, or
 - 1624
 - 1625 2. A general pattern of declining enrollment in the College or in a particular
1626 department or technology has been observed that has or will affect the College's
1627 ability to fulfill its academic goals and responsibilities.

1628
1629 B. When a reduction in staff is proposed, the procedure below shall be followed:

- 1630
- 1631 1. A written notification to the UF/COTC president.
 - 1632
 - 1633 2. The designated administrator of the affected program/technology shall seek and
1634 obtain recommendation from the affected department's Faculty on how best to
1635 carry out the reduction in staff.
 - 1636
 - 1637 3. The Faculty recommendations, including any alternative proposals recommended
1638 by the designated administrator, shall be submitted by the designated
1639 administrator of the affected program/technology to the Provost. These
1640 recommendations shall be considered by the College administration before
1641 implementing a reduction in Faculty.

1642
1643 C. When a reduction in Faculty is to be implemented, the procedure below shall be
1644 followed:

- 1645
- 1646 1. All reductions in Faculty shall be made within each technology affected.
 - 1647
 - 1648 2. Full-time Faculty members already employed by the College shall have a priority
1649 of employment within the technology over part-time faculty.
 - 1650
 - 1651 3. When two or more of the full-time Faculty within the same technology are equally
1652 qualified and have areas of expertise of equal value to the technology, layoffs shall
1653 be made in reverse order of service recognition.
 - 1654
 - 1655 4. No Faculty member shall have early retirement forced upon him/her because of a
1656 reduction in Faculty.
 - 1657
 - 1658 5. A Faculty member who has been laid-off under this Article shall:
1659
 - 1660 a. be placed on a recall list for three (3) years;
 - 1661
 - 1662 b. be given written notification by mail or personal service of all personnel
1663 vacancies for which he/she is qualified as such vacancies occur;
- 1664

1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692

- c. receive preference to positions for which he/she is qualified over non-campus applicants.
- 6. A Faculty member shall be recalled according to the principle "last laid-off, first recalled," providing a Faculty member is qualified to perform the duties of the vacant position.
- 7.
 - a. The Board shall make reasonable effort to relocate each affected Faculty member in other academic, administrative, or staff positions needing personnel when the Faculty member's qualifications permit.
 - b. The salary and benefits received by the relocated Faculty member shall be that otherwise designated for the assumed position at the posted salary.
- 8.
 - a. Any full-time Faculty member who is to be discontinued for reasons of a reduction in Faculty shall be advised of such decision as soon as possible but no later than the start of the semester immediately preceding the lay-off.
 - b. Such Faculty member shall be advised that the reasons for his/her discontinuation are not due to dissatisfaction with his/her services.
- D. For the purpose of this Article, the qualifications of a Faculty member and his/her areas of special expertise shall be determined within the sole and exclusive discretion of the Provost, 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 that otherwise cannot be scheduled at times that 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-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:

- 1741 a. be returned to his/her original or equivalent position upon the expiration of
1742 such leave; and/or
1743
1744 b. paid a portion or all of such Faculty member's salary.
1745
1746 4. Upon the written request of the president of UF/COTC, a total of ten (10) days
1747 shall be granted annually, without pay, to conduct UF/COTC business.
1748
1749 a. Such leave shall be granted upon no less than seventy-two (72) hours in
1750 advance of such leave.
1751
1752 b. No Faculty member shall be absent for more than three (3) consecutive
1753 workdays.
1754
1755 c. No more than two (2) Faculty members shall be on such leave concurrently.
1756
1757 d. Each Faculty member shall arrange for a meaningful learning experience for
1758 his/her students during the term of such leave.
1759

1760 E. Assault Leave
1761

- 1762 1. Any Faculty member assaulted while in the course of such member's employment
1763 and who is temporarily disabled by an injury resulting from such assault and who
1764 has exhausted his/her sick leave or has no accumulated sick leave to his/her credit
1765 shall remain on the payroll as a regular employee and shall receive all benefits as
1766 if on sick leave as hereinafter provided.
1767
1768 2. The Faculty member shall apply for Workers' Compensation; if Workers'
1769 Compensation benefits are paid, the College shall pay to such Faculty member the
1770 difference between the benefits received and the Faculty member's regular salary.
1771
1772 3. Assault leave as provided herein shall not exceed more than thirty (30) days or
1773 shall terminate at such time Workers' Compensation payments are discontinued,
1774 whichever occurs first.
1775

1776 F. Sabbatical Leave
1777

- 1778 1. Sabbatical leave is an educational leave, which shall be granted only for the
1779 benefit of the College and shall be for purposes of scholarly and creative
1780 endeavors that advance the professional competence, enrich the teaching, or
1781 enhance the research of the Faculty member to the benefit of the department and
1782 the College.
1783
1784 2. Upon the completion of seven (7) years of full-time service, a Faculty member
1785 shall be eligible to be considered for a sabbatical leave; after being granted a
1786 sabbatical leave, a Faculty member does not become eligible again until the
1787 completion of an additional seven (7) years of full-time service.
1788

- 1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
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 Provost.
 - c. On or before March 1, the Provost 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, the Provost and human resources department.
 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 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.

1837
1838
1839
1840
1841
1842
1843
1844
1845

G. Jury Duty/Court Attendance

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

H. Military Leave

Military leave shall be administered in accordance with COTC policy.

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

1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863

- 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 or the Faculty Development Committee for final approval by the designated administrator under the timelines 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.

1864 **ARTICLE XVI — COLLEGE GOVERNANCE**

1865 **A. College Governance**

- 1866
- 1867 1. The Board of Trustees reserves unto itself all rights, duties, and authorities
- 1868 granted by law.
- 1869
- 1870 2. The Board of Trustees grants to the president of the College, the Provost, and the
- 1871 other administrative officers, those powers, duties and authorities delegated by
- 1872 the Board of Trustees and granted by law to conduct the affairs of the College.
- 1873

1874 **B. Advisory Role of the Faculty in the Academic Administration of the College**

- 1875
- 1876 1. The Board of Trustees grants to the Faculty advisory responsibility for
- 1877 fundamental academic matters including, but not limited to, admission and
- 1878 graduation requirements, curriculum, subject matter and methods of instruction,
- 1879 research, coordination, and those aspects of student life, which relate to the
- 1880 educational process.
- 1881
- 1882 2. The Faculty Council shall be the primary means through which the Faculty makes
- 1883 its recommendations on those academic matters for which it has been granted
- 1884 advisory responsibility. The College president or the Provost may appoint
- 1885 appropriate academic staff members to such committees as long as the number of
- 1886 staff members does not exceed one third of the number of members of the
- 1887 committee.
- 1888

1889 **C. Advisory Role of the Faculty in Non-Academic Decision Making**

- 1890
- 1891 1. The Board of Trustees recognizes that the Faculty has a direct and compelling
- 1892 interest in College issues including, but not limited to, long- and short-range
- 1893 planning, priorities in the deployment of financial resources, acquisition and use
- 1894 of existing physical and human resources, institutional self-study and marketing,
- 1895 public relations, and recruiting activities.
- 1896
- 1897 2. Current College-wide committees established to make recommendations on such
- 1898 issues, and any such committees established during the period of this Agreement,
- 1899 shall include appointments of the Faculty Council.
- 1900
- 1901 a. The College president or Provost may make recommendations to the Faculty
- 1902 Council president for Faculty appointments to such committees, and the
- 1903 Faculty Council president shall give due consideration to those
- 1904 recommendations.
- 1905
- 1906 b. The president of the UF/COTC may make recommendations to the Faculty
- 1907 Council president for Faculty appointments to such committees, and the
- 1908 Faculty Council president shall give due consideration to those
- 1909 recommendations.
- 1910
- 1911

- 1912 c. This provision shall not apply to strictly administrative committees such as the
1913 Academic Leadership Team.
1914

1915 **D. Committee Appointments**
1916

- 1917 1. The United Faculty and the Administration hold a shared vision of the importance
1918 of committee assignments in the operation and running of the College.
1919 Committee assignments are representative of shared governance and in that
1920 regard are viewed as both a right and a responsibility for the Faculty.
1921 Administration shall strive to be mindful of the importance of the Faculty
1922 member's time investment, and the Faculty member will strive to honor their
1923 commitments.
1924
- 1925 2. A Faculty member shall not be required to serve on more than two (2) committees
1926 or the equivalent as determined cooperatively between the Faculty member and
1927 the Chair in total per year. Committees shall include, but not be limited to, the
1928 following:
1929
- 1930 a. College committees
 - 1931
 - 1932 b. Faculty Council committees
 - 1933
 - 1934 c. Program committees
 - 1935
 - 1936 d. Ad hoc committees
 - 1937
 - 1938 e. Advisory committees
 - 1939
 - 1940 f. Student committees
 - 1941
 - 1942 g. Search committees
 - 1943
- 1944 3. A Faculty member may request release from the appointing authority of any
1945 committee.
1946
- 1947 4. The appointing authority shall be responsible for establishing the final
1948 composition of the committees including, but not limited to, adjustments of
1949 committees with obvious imbalances.
1950

1951 **E. Committee Recommendations**
1952

- 1953 1. Committee recommendations shall be given full consideration for review by the
1954 College administration and shall be responded to within six (6) weeks of the initial
1955 submission of the recommendation.
1956
- 1957 2. The response shall include the acceptance of the recommendation(s) or denial of
1958 the recommendation(s) with specific comments regarding the
1959 recommendation(s).

1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973

F. Distance Education

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

ARTICLE XVII — MEETINGS

1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999

A. Division meetings shall be held no more than eight (8) times per semester; department meetings shall meet as required to complete their stated goals and objectives.

B. Division meetings will typically be scheduled for no more than two (2) hours. However, in exceptional cases, such meetings may be extended as necessary.

C. The administration shall not schedule any meetings of Faculty members from 3:00 p.m. to 5:00 p.m. on the third Monday of each month provided, however, nothing herein shall preclude conducting regularly scheduled classes.

D. Faculty Developmental Week

1. Faculty Developmental Week shall be the five business days prior to the first day of classes autumn term. Additional time shall be devoted to orientation of new Faculty.

2. Activities during Faculty development week may include developmental and/or in-service sessions, time for class preparation, and meetings to conduct College business.

3. The agenda for Faculty Developmental Week shall be developed by the Faculty Development Committee in cooperation with the Office of the Provost.

ARTICLE XVIII – SALARY AND COMPENSATION

A. New Faculty Salary

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

Degree Level	Nine-month Base Salary			
	AY2022	AY23	AY24	AY25
Bachelor's Degree	\$43,218	New faculty rates will increase by one (1) percentage point less than the salary pools established in FY23, FY24, and FY25		
Master's Degree	\$46,499			
Doctorate Degree	\$49,780			

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 nine (9) times twelve (12).

2035 **B. Returning Regular Faculty**

2036
 2037 (For those Faculty members whose full-time contracts began prior to Summer
 2038 session, 2022) Salary increases for nine-month and twelve-month Faculty members
 2039 are effective at the beginning of the pay period including September 1 of each fiscal
 2040 year. For FY2023, FY2024, and FY2025 the College agrees to provide members of the
 2041 bargaining unit with the same salary pool as provided to all other regular COTC staff
 2042 employees. The salary pool will be distributed to returning Faculty members based
 2043 upon the matrix structure in the following table. Returning regular Faculty members
 2044 will receive a percentage increase on the contracted salary based on rank and position
 2045 of their salary to the market position—the average by faculty rank—of other Ohio
 2046 Two-Year Colleges based upon IPEDS data. The percentage distribution schedule will
 2047 be determined each year in consultation with Union leadership.
 2048

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

2049
 2050
 2051 **C. Overload Pay**

2052
 2053 Full-time Faculty members are paid for additional teaching beyond their normal
 2054 contractual commitments on a per-instructional hour basis. The amount of pay is
 2055 determined by the number of contract hours of the additional instruction, as
 2056 determined in Article VIII of this Agreement, multiplied by the overload hourly rate
 2057 as calculated below:
 2058

2059 **Rate Per Contact Hour***

2060
 2061 Nine-Month Faculty = $\text{Nine-month salary divided by the number of hours (1560)}$
 2062 $\text{in the nine-month contract X 1.5}$

2063
 2064 Twelve-Month Faculty = $\text{Twelve-month salary divided by the number of hours}$
 2065 $\text{(2080) in the twelve-month contract X 1.5}$
 2066

2067 *Compensation for total overload hours shall be computed by multiplying the rate for
 2068 one overload hour by the total number of overload hours including fractions thereof.
 2069

2070 **D. Individual Studies**

2071
 2072 Full-time Faculty members shall be paid \$150 per student per semester credit hour
 2073 for directing the student's individual studies course.
 2074

2075 E. Salary Credits

2076
2077 Upon the successful completion of his/her first master's or doctorate degree
2078 confirmed on or after October 1, 2013, nine-month Faculty members shall receive a
2079 salary credit of \$3,000.00 and twelve-month Faculty members shall receive a salary
2080 credit of \$4,000 to his/her base salary effective the pay period including September 1
2081 following confirmation of the respective degree. Upon the successful completion of a
2082 discipline-related certification (maximum of five, including those allowed as an
2083 incoming Faculty member) as approved by the designated administrator, nine-month
2084 Faculty members shall receive a salary credit of \$100/certification and twelve-month
2085 Faculty members shall receive a salary credit of \$133/certification to his/her base
2086 salary effective the pay period including September 1 following certification.

2087
2088 F. Salary Adjustment for Rank

2089 Promotion in rank shall result in adjustment to salary base in the year following the
2090 promotions as follows:

2091
2092

2093 1. Instructor - Assistant Professor	\$2,000
2094 2. Assistant Professor - Associate Professor	\$2,500
2095 3. Associate Professor - Full Professor	\$3,000

2096
2097
2098

2099 G. Compensation for Off-Semester Committee Appointments

2100
2101 A Faculty member who is authorized by the president of the College and/or Provost
2102 and who accepts an off- semester committee appointment shall be compensated
2103 \$20.00 per hour.
2104

2105 H. Salaries for Full-time Faculty for Supplemental Instructional Hours Between Terms

2106
2107 Supplemental instructional hours must be preapproved by the designated
2108 administrator. The amount of supplemental pay is determined by the number of
2109 contact hours of the supplemental instruction multiplied by the hourly rate as
2110 calculated below:

2111 Nine-Month Faculty = Nine-month salary divided by the number of hours (1560) in
2112 the nine-month contract.

2113
2114 Twelve-Month Faculty = Twelve-month salary divided by the number of hours
2115 (2080) in the twelve-month contract.
2116

2117 I. Portfolio Evaluation Stipend

2118
2119 Faculty who complete a portfolio evaluation as per the 'Portfolio Evaluation Policy'
2120 shall be compensated \$75 per successfully completed evaluation.
2121

2122 J. Online and CBE Course Stipends

2123 a. Online Course Development or Refinement Stipend. Faculty seeking
2124 compensation for online course development or refinement, must first seek
2125 approval from their designated administrator before proceeding. In
2126 recognition of successful effort developing or refining courses for online
2127 delivery, the college will provide the following one-time additional
2128 compensation to full-time faculty members for each new course developed in,
2129 and for each existing course refined in, the college's learning management
2130 system (LMS) as approved by the provost, and who complete all assigned
2131 project deliverables and remain active full-time faculty with the college at the
2132 time of approval.

- 2133
- 2134 i. For each new course developed for online delivery, eligible faculty shall
2135 be compensated \$2,500 (two thousand five hundred dollars), for all
2136 meetings, travel time, mileage, telephone calls, email contacts, and any
2137 other course development-related activities.
- 2138
- 2139 ii. For each existing course refined for online delivery or for a course that
2140 has been substantially revised from prior online delivery, eligible faculty
2141 shall be compensated \$1,500 (one thousand five hundred dollars), for
2142 all meetings, travel time, mileage, telephone calls, email contacts, and
2143 any other course refinement-related activities.

2144

2145 b. Competency-based Education (CBE) Instruction Program Stipend

- 2146
- 2147 i. Participating full-time Faculty members will be undertaking
2148 extraordinary effort. Faculty will work with an assigned COTC CBE
2149 Mentor that may include a full-time faculty member who has experience
2150 in developing CBE programs and/or an administrator with experience
2151 in designing CBE.
- 2152
- 2153 ii. Participants will be selected on a voluntary basis and must be teaching
2154 in a program that is conducive to CBE. Further, CBE must be an
2155 allowed method of instructional delivery by specialized accreditors,
2156 state agencies, et cetera, if applicable.
- 2157
- 2158
- 2159 iii. In recognition of this extraordinary effort, full-time faculty members
2160 participating in CBE program development, who redesign their current
2161 program into a competency-based model as approved by the provost,
2162 and who complete all assigned project deliverables and remain active
2163 full-time faculty upon final approval shall be compensated as follows:
- 2164 1. Eligible Faculty serving as lead shall be compensated \$5,000.00
2165 (five thousand dollars), for all meetings, travel time, mileage,
2166 telephone calls, email contacts, and any other CBE program
2167 development -related activities.
- 2168
- 2169
- 2170

2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187

2. Eligible faculty serving as assistants shall be compensated \$2,500.00 (two thousand five hundred dollars), for all meetings, travel time, mileage, telephone calls, email contacts, and any other CBE program development -related activities.

c. **Joint Owners of Intellectual Material**

- i. The parties agree to joint ownership of all intellectual property developed as part of participation in these stipendiary programs.
- ii. The ownership shares will be 50 (fifty) percent each for the College and individual Faculty member.

K. Benefits

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

2188 **ARTICLE XIX – RANK AND PROMOTION**

2189
2190 **A. Definition of Academic Rank**

2191
2192 It is the policy of Central Ohio Technical College to award academic rank to members
2193 of the Faculty. These academic ranks are:

2194
2195 Instructor
2196 Assistant Professor
2197 Associate Professor
2198 Professor
2199

2200 **B. New Faculty Appointments**

2201
2202 Initial Faculty member rank is awarded on the basis of a combination of advanced
2203 education, professional output, and teaching or other related experience. Initial
2204 assignment of rank for newly hired Faculty members shall be made by the College.
2205

2206 **C. Promotion in Rank for Current Faculty Members**

2207
2208 **Eligibility Requirements for Promotion in Rank**

2209
2210 Promotion in rank is awarded on the basis of a combination of advanced education,
2211 professional output, quality of service to the College, and community service.

2212 Promotion in rank indicates the increased value of the Faculty member to COTC. The
2213 College may recognize superior service by offering an early grant of promotion in
2214 rank.
2215

2216 Promotion in rank assumes demonstrated evidence of progressively strengthened
2217 excellence in both the quality and the quantity of the factors alluded to above (e.g.,
2218 advanced education and professional output). Additionally, Faculty members may
2219 request only one (1) promotion in rank at a time, may request only a sequential
2220 promotion in rank (e.g., from Assistant Professor to Associate Professor), and may
2221 apply for and be granted a rank promotion request only after she or he has completed
2222 three (3) years of work at the College for a first promotion since initial hire, and for
2223 subsequent promotions only after she or he has completed a minimum of two (2)
2224 years of work since the previous promotion. However, if a Faculty member's request
2225 for a promotion in rank is denied, the Faculty member may request a promotion in
2226 rank during the subsequent academic year.
2227

2228 **1. Instructor**

2229
2230 a. Possession of a Bachelor's degree or higher—in the discipline in which the
2231 Faculty member teaches (if available)—from a regionally accredited college or
2232 university.

2233
2234 b. New Faculty with fewer than three years of college-level teaching experience
2235 will normally be ranked as Instructor.

2236
2237
2238
2239
2240
2241
2242
2243
2244
2245
2246
2247
2248
2249
2250
2251
2252
2253
2254
2255
2256
2257
2258
2259
2260
2261
2262
2263
2264
2265
2266
2267
2268
2269
2270
2271
2272
2273
2274
2275
2276
2277
2278
2279
2280
2281
2282
2283

2. Assistant Professor

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

3. Associate Professor

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

4. Professor

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

- 2284 c. Exemplary leadership at the College or exemplary accomplishments in one's
2285 field of expertise.
2286

2287 **D. Procedures for Promotion in Rank**
2288

2289 1. The timeline below must be followed:
2290

- 2291 a. Interested Faculty members must submit a letter of intent for consideration
2292 for promotion in rank to the Provost' office by **September 1** (unless that date
2293 falls on a weekend; in this case, the recommendation shall be forwarded on the
2294 Monday following September 1). The Provost will notify the committee and the
2295 Faculty member's designated administrator.
2296
- 2297 b. The Faculty member's evidence shall be presented to the Provost' office by the
2298 **first day of Spring Semester**.
2299
- 2300 c. If necessary, prior to meeting with the Provost, the committee may request
2301 additional or clarifying evidence from a Faculty member seeking a promotion
2302 in rank.
2303
- 2304 d. Following their respective reviews of materials submitted by Faculty seeking a
2305 promotion in rank, the committee and the Provost shall meet prior to the
2306 committee's sending its formal recommendations to the Provost.
2307
- 2308 e. The committee will submit its recommendation to the Provost by **March 1**
2309 (unless that date falls on a weekend; in this case, the recommendation shall be
2310 forwarded on the Monday following March 1).
2311
- 2312 f. The Provost' recommendation and that of the committee shall be forwarded to
2313 the president of the College by **March 15** (unless that date falls on a weekend;
2314 in this case, the recommendation shall be forwarded on the Monday following
2315 March 15). If the Provost recommendation does not concur with that of the
2316 committee, they will meet and discuss the differences before the Provost
2317 forwards the recommendations to the College president.
2318

2319 2. The committee's recommendation shall be based upon but not limited to a review
2320 of:
2321

- 2322 a. Demonstrated evidence of progressively strengthened excellence in teaching as
2323 represented by activities such as the following:
2324 • attending national, state, or regional conferences or workshops related to
2325 teaching, and subsequently presenting at or leading them;
2326 • developing and revising curricula for currency and relevance;
2327 • continually learning about and implementing innovative teaching approaches;
2328 • consistently updating skills and knowledge pertaining to the use of technology
2329 where appropriate (and when this activity contributes to the learning process).
2330

- 2331 b. Demonstrated evidence of progressively strengthened service to the College as
2332 represented by activities such as the following:
- 2333 • serving on a substantive college-wide committee and subsequently chairing it;
 - 2334 • serving on an accreditation team and subsequently doing research and writing
2335 for accreditation reports;
 - 2336 • participating in College activities and subsequently developing such activities;
 - 2337 • serving as a sponsor for a student organization;
 - 2338 • writing grants;
 - 2339 • increasing promotion efforts related to the department, division, and/or
2340 College.
- 2341
- 2342 c. Demonstrated evidence of progressively strengthened excellence in advising,
2343 illustrated in the following sorts of ways:
- 2344 • being available to students , including accommodating students' schedules for
2345 meetings, responding to emails from students in a timely manner, and being
2346 available in a variety of formats;
 - 2347 • assisting students not only with their scheduling, but also with their
2348 educational and career plans and life goals;
 - 2349 • assisting students with their job preparations and job searches, helping them
2350 with referrals, and writing letters of recommendation for them.
- 2351
- 2352 d. Demonstrated evidence of progressively enhanced professional development
2353 activities as per Section C.2.a of this article and represented by activities such
2354 as the following:
- 2355 • maintaining current licensure/certification in areas related to teaching;
 - 2356 • maintaining currency in one's field by presenting at national, state, or regional
2357 conferences related to professional development;
 - 2358 • developing and revising curricula for currency and relevance;
 - 2359 • receiving formal training and/or certification or, by some other means,
2360 engaging in preparation needed to teach new courses;
 - 2361 • continually engaging in related work experience in one's subject area;
 - 2362 • maintaining currency with industry standards in one's field;
 - 2363 • remaining cutting-edge in one's profession;
 - 2364 • applying to the class setting research that is related to a specific technology or
2365 to a given curriculum.
- 2366
- 2367 e. Other contributions to the College/division/_program/_department, including
2368 community-related contributions such as the following:
- 2369
 - 2370 • serving on the Board of Directors of a local non-profit agency;
 - 2371 • engaging in ongoing community service activities or volunteer work outside of
2372 the college;
 - 2373 • mentoring or otherwise helping to enfranchise part-time faculty;
 - 2374 • taking the lead in assisting with new program development.
- 2375
- 2376 f. A written recommendation by the Faculty member's designated administrator.

2377 In extenuating circumstances, when the Faculty member is being supervised
2378 by an administrator who is new to the College, the Faculty member may
2379 submit previous Final Evaluation Reports/Administrative Evaluations in lieu
2380 of the recommendation.

2381
2382 g. Faculty requesting a promotion to the rank of Professor need to demonstrate
2383 evidence of their having achieved consistently substantive leadership at the
2384 College or of their having attained ongoing accomplishments in their field of
2385 expertise. Examples of such evidence are the following:

- 2386 • a Faculty member regularly takes on key leadership roles or otherwise
2387 consistently assumes important leadership responsibilities at the College;
- 2388 • a Faculty member regularly produces scholarship or other professional output
2389 such as conference presentations or publications or other professional work
2390 that sheds a good light on the College and that is worthy of a Faculty member's
2391 holding the rank of full professor.

2392
2393
2394 3. A favorable Promotion Committee recommendation must be supported by a
2395 majority vote. Such a recommendation shall be supported by written justification
2396 and comments. Unfavorable recommendations must be supported by written
2397 justification, comments, and specific recommendations for improvement.

2398
2399 a. There can be no abstentions by any committee members except when a
2400 committee member has a potential conflict of interest.

2401
2402 b. During the year in which a committee member is applying for promotion in
2403 rank, she or he shall be replaced by an alternate, who will be appointed by the
2404 UF/COTC president and the Provost.

2405
2406 4. Promotion Committee

2407
2408 The membership of the Promotion Committee shall consist of the following:

- 2409 • A chairperson elected by the committee members.
- 2410 • Three (3) experienced Faculty members from each Division, (representing
2411 different programs or departments within each), elected by the members of
2412 that Division for a maximum three-year term. These elections shall occur
2413 during the first Division meeting of each academic year but no later than
2414 the end of the second week of classes of the first semester of the academic
2415 year. The appropriate Dean shall coordinate the election within her or his
2416 Division and forward the election results to the UF/COTC president and
2417 the Provost.
- 2418 • The Provost and the Union president or a past Union president shall be a
2419 participating member but will not have a vote.

2420
2421
2422 To maintain consistency, initial appointments shall be staggered as determined by
2423 the committee prior to the end of the Autumn Semester.

2424
2425
2426
2427
2428
2429
2430
2431
2432
2433
2434

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

6. Appeal

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

ARTICLE XX — NO STRIKE; NO LOCK-OUT

- 2435
2436
2437
2438
2439
2440
2441
2442
2443
2444
2445
2446
2447
2448
2449
2450
2451
2452
2453
2454
2455
2456
2457
2458
- 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 return immediately to work.

ARTICLE XXI — CONTRARY TO LAW/SEVERABILITY

2459
2460
2461
2462
2463
2464
2465
2466
2467
2468

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


ARTICLE XXII – DURATION OF CONTRACT

The provisions of this Contract shall be effective on the 1st day of September 2022, and shall remain in full force and effect through the 31st day of August 2025, subject to Article XXII.

This Contract attested to this 17th day of May 2022, by and between the parties will bind the Board and UF/COTC as agreed.

FOR UF/COTC

FOR CENTRAL OHIO
TECHNICAL COLLEGE BOARD OF
TRUSTEES



President



Chairperson, Board of Trustees

