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AGREEMENT BETWEEN
UNIVERSITY OF TOLEDO
AND
UNIVERSITY OF TOLEDO CHAPTER OF THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS
(COLLEGE OF LAW)

EFFECTIVE
July 1, 2021 through June 30, 2024

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ARTICLE 1 DEFINITIONS

- 1.1 “ABA” The American Bar Association.
- 1.2 “AGREEMENT” The collective bargaining agreement between The University of Toledo and the UT-AAUP-COL governing the terms and conditions of employment for the bargaining unit more fully described in Article 2.1 herein.
- 1.3 “AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, UNIVERSITY OF TOLEDO CHAPTER” The exclusive representative of the employees in the Bargaining Unit, pursuant to certification by the Ohio State Employment Relations Board in case number 2018-REP-05-0048 (also called “UT-AAUP-COL”).
- 1.4 “ARPA” Annual Report of Professional Activity.
- 1.5 “BARGAINING UNIT” The unit of faculty employees more fully described in Article 2.1 of this Agreement.
- 1.6 “BOARD” (also called “EMPLOYER” or “BOT”) The Board of Trustees for The University of Toledo.
- 1.7 “CCAP” College Committee on Academic Personnel more fully described in Article 9.
- 1.8 “COLACC” College of Law Advisory Committee on Compensation more fully described in Article 12.
- 1.9 “COLLEGE” OR “COL” The University of Toledo College of Law.
- 1.10 “COLLEGE ELABORATIONS” Expectations, evidence, standards, and requirements relating to the retention, tenure, and promotion processes specific to Tenured and Tenure-Track Faculty at the College of Law together with expectations, evidence, standards, and requirements relating to the retention, security of position, and promotion process of Clinical Faculty and Legal Writing Faculty.
- 1.11 “DAY” A working day exclusive of all Saturdays, Sundays and official holidays observed by the University within the work year.
- 1.12 “EMPLOYER’S DESIGNEE” The Employer’s designee is Management’s representative for Faculty Labor Relations. If the Employer’s Designee changes the Administration will notify the UT- AAUP-COL Designee in writing within five (5) days of the change.
- 1.13 “ESTABLISHED NON-TENURE TRACK PROFESSORS” Non-Tenure track members who have successfully completed the probationary period more fully described in Article 8 of this Agreement.
- 1.14 “FMLA” Family and Medical Leave Act of 1993, as amended.

- 1.15 “MANAGEMENT” The Board together with its executive officers and professional staff including but not limited to the President, Provost, Vice Presidents, Deans and all such other management personnel as defined in Chapter 4117 Ohio Revised Code.
- 1.16 “MEMBER” or “MEMBERS” Unless expressly specified otherwise, these terms shall refer to members of the Bargaining Unit.
- 1.17 “NAMED PROFESSOR” College of Law Faculty who hold named professorships that are supported by endowment (presently, the Anderson, Balk, Fornoff, and Stoepler professorships), or any additional named professorship created during the term of this Agreement. Any remuneration received as the result of being designated as a Named Professor shall be excluded from base pay for calculation of raises under Article 12 of this Agreement.
- 1.18 “OUTSIDE EMPLOYMENT” Employment, including self-employment, which is not contracted for through the University of Toledo and for which any remuneration paid is not paid through the University.
- 1.19 “PRESIDENT” The President of The University of Toledo unless expressly specified otherwise.
- 1.20 “TERMINAL APPOINTMENT” An appointment that has no expectation of continued employment beyond the stated end date of the appointment.
- 1.21 “UT-AAUP-COL DESIGNEE” The UT-AAUP-COL’s may identify a Designee under certain articles in this Agreement. If the UT-AAUP-COL Designee changes, the UT-AAUP-COL will notify the Employer’s Designee in writing within five (5) days of the change.
- 1.22 “UT-AAUP TENURE, TENURE-TRACK BARGAINING UNIT” The bargaining unit certified as the exclusive representative by the Ohio State Employment Relations Board in Case No. 90-RP-0321, dated February 25, 1992, amended by SERB in Case No. 2013-REP-06-053, dated June 27, 2013.
- 1.23 “UT-AAUP-TT CBA” The Collective Bargaining Agreement between the University and the UT-AAUP Tenure-Tenure-Track Bargaining Unit expiring June 30,2022.
- 1.24 “YEAR” An Academic Year consists of a consecutive Fall Semester and Spring Semester of full-time service, unless otherwise indicated.

**ARTICLE 2
RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT**

- 2.1 The Board hereby recognizes the UT-AAUP-COL, pursuant to certification by the Ohio State Employment Relations Board (SERB) in case 2018-REP-05-0048, dated February 13, 2019, as the exclusive representative for the purpose of collective bargaining with

respect to wages, hours, terms, and other conditions of employment in the Bargaining Unit described below:

Included: All College of Law full-time faculty, which is agreed to be comprised of its full-time Tenured and Tenure-Track Faculty, Clinical Faculty and Legal Writing Faculty appointed to teach in the Juris Doctor program within the College of Law. The parties agree that full-time College of Law faculty shall retain such characterization notwithstanding a reduction in teaching load due to other assignments provided they continue to teach at least one course a year and are not in a management or supervisory position. In the event an additional category of full-time faculty is created pursuant to the terms and conditions of this Agreement, such faculty shall also be included within the scope of this Agreement and bound by its terms.

Excluded: Part-time faculty, faculty serving at the College of Law on visiting appointments, faculty whose appointment is in another college, faculty whose principal appointment is to teach in any program other than the Juris Doctor, Endowed Chairs, superannuates, other retired faculty, all managerial and supervisory employees, and all other College of Law employees. The parties acknowledge that the current Named Professorships in the College shall not be considered Endowed Chairs for purposes of this Agreement. Furthermore, the parties agree that with regard to the reference to managerial and supervisory employees, the only faculty that fall within said concept, as the College is currently configured, are the Dean, the Associate Dean for Academic Affairs, and the Assistant Dean for the LaValley Law Library.

- 2.2 The Employer shall not aid, promote, or finance any group or organization other than the UT-AAUP-COL which purports to engage in or to be interested in engaging in collective bargaining on behalf of the Members of the Bargaining Unit. The Employer shall not aid, promote, or finance any group or organization that seeks to undermine UT-AAUP-COL's status as representative of the Bargaining Unit.
- 2.3 If, during the term of this Agreement, questions arise as to the Bargaining Unit status of one or more professional staff employees whose positions are not otherwise excluded in section of this Agreement, the parties will meet promptly to discuss the status of the positions and shall attempt to reach agreement as to the positions' inclusion or exclusion from the Bargaining Unit. If the parties are unable to reach agreement as to the status of the position within ten (10) calendar days from the commencement of the discussions, either party may petition SERB for a determination of the status of the position. This procedure shall also apply to mergers, acquisitions and expansions of the University. Individual contracts of employment with Members of the Bargaining Unit will be in all respects consistent with this Agreement, which will be incorporated by reference in such individual contracts.

ARTICLE 3 NON-DISCRIMINATION

- 3.1 The Employer and UT-AAUP-COL agree that they shall not discriminate nor tolerate discrimination against any Member in matters of wages, hours, terms, and other conditions

of employment on the basis of race, color, religion, sex, age, national origin or ancestry, sexual orientation, gender (including identity and expression), genetic information, military or veteran status, a real or perceived disability, marital status, domestic partner status, political affiliation, or any other characteristics protected by Federal or Ohio Law.

- 3.2 The Employer and UT-AAUP-COL hereby express their strong opposition to and condemnation of all forms of sexual harassment and agree to maintain educational and working environments that are free from any form of discrimination based on sex.
- 3.3 The Employer shall not discriminate against any Member of the Bargaining Unit for any activities on behalf of the UT-AAUP-COL or for membership in the UT-AAUP-COL.

ARTICLE 4 MANAGEMENT RIGHTS

Except as expressly limited by the terms of this Agreement, the Board, directly or acting through its duly constituted authorities, retains and reserves exclusively to itself all powers, rights, authority, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of the United States, and as specifically set out in O.R.C. §4117.08(C), whether exercised or not. Without limiting the generality of the foregoing, except where expressly stated in this Agreement, nothing contained herein shall in any way limit the Board's right to adopt new or modify or terminate existing policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Board acknowledges its duty to bargain in good faith over the employment effects of such actions if its managerial prerogatives have an effect on wages, benefits, hours or working conditions. Upon fulfilling said duty, the Board may implement its proposed actions.

Except as specifically modified by an express provision of this Agreement, none of the rights reserved exclusively to the Board shall be subject to the grievance procedure of this Agreement.

ARTICLE 5 FACULTY RIGHTS AND RESPONSIBILITIES

5.1 Academic Freedom

- 5.1.1 Members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. Research for pecuniary return shall not compromise the intellectual integrity or reputation of the University. Research for pecuniary return, excluding ordinary book royalties, shall be based upon a prior understanding with the Dean.
- 5.1.2 Members are entitled to full freedom in both the physical or virtual classroom in discussing their subject, but they shall be careful not to introduce into their teaching controversial matter which has no relation to their subject.
- 5.1.3 As members of the legal profession, Members are entitled to full freedom when acting as lawyers and advocates in ways consistent with governing rules of professional responsibility. This includes full freedom in representing

controversial or unpopular clients and in advocating for unpopular or controversial positions. It also includes full academic freedom in the selection of and representation in clinical cases by Members.

5.1.4 Members are citizens, members of a learned profession, and faculty of the University. When they speak or write as citizens, they shall be free from University censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they must remember that the public may judge their profession and the University by their utterances. Hence, they must at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not speaking for the University.

5.1.5 Librarians shall be free to choose resources and to provide services for the interest, information and enlightenment of all members of the academic community. In no case shall resources be excluded from University libraries because of their author(s) or their scientific, economic, social, political, or religious views. No library resources shall be proscribed or removed from the libraries because of partisan or doctrinal disapproval.

5.2 Professional Obligations

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

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

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

in their professional judgment of colleagues. Members shall accept their share of faculty responsibilities in the academic governance of the University.

- 5.2.4 As legal professionals, Members must comply with all applicable rules of professional conduct and applicable ABA standards.

ARTICLE 6 CONFLICT OF INTEREST

To the extent that Members may be subject to the Ohio Ethics Laws found in O.R.C. §102 and §2921, they must file all notifications of conflicts of interest required by said statutes with the General Counsel of the University. This requirement shall be interpreted in a manner consistent with a member's ethical or fiduciary obligations as an attorney under any applicable rule of professional conduct as promulgated from time to time.

ARTICLE 7 ACADEMIC GOVERNANCE

- 7.1 The vital importance of faculty participation in the making of academic policy impacting the College of Law is hereby recognized.

The Faculty Senate is the organ through which the faculty speak on matters of University-wide academic policy and other matters not subject to collective bargaining.

The Employer will seek input from the Faculty Senate on the following matters: undergraduate curriculum, including addition or elimination of academic courses, certificates, programs and degrees; standards and requirements for degrees; academic rules, regulations, policies and standards regarding undergraduate students; and the reorganization of colleges and departments. Additionally, at such time as the University undertakes a University wide strategic planning process, the administration will seek input on nominations from the Faculty Senate Executive Committee for membership on each criteria team.

Notwithstanding the foregoing limitation, due to the institutional benefits to be derived from a robust culture of shared governance, the administration is committed to obtaining input from the Faculty Senate on major policy decisions of the University regardless of their particular subject matter and shall attempt to obtain such input to the degree it is reasonably practicable to do so.

Additionally, decisions made by the administration, under this section, shall be fully reported and explained to the Faculty Senate in written detail in order to allow the Faculty Senate to understand the rationale of a given decision.

- 7.2 The Faculty of the College is the instrumentality through which the Faculty speaks on matters pertaining to the College's ABA-Accredited Juris Doctor Program and other matters not subject to collective bargaining. Shared governance at the College of Law shall be consistent with ABA Accreditation Standard 201: Law School Governance. The processes and procedures set forth in the College of Law's Government Rules shall be the

means of achieving shared governance, including practices developed by the parties thereunder. In meeting this standard, the Dean and Faculty of the College of Law shall each have a significant role in planning, implementing, and administering the program of legal education of the College of Law (including curriculum, addition, consolidation, or elimination of academic courses, certificates, programs and degrees; subject matter and methods of instruction/evaluation; admissions policies/procedures; academic rules; regulations, policies and standards (including standards and requirements for degrees); and those aspects of the student experience that relate to the educational process).

Due to the institutional benefits to be derived from a robust culture of shared governance, the administration is committed to obtaining input from the Faculty of the College of Law on major policy decisions that specifically impact the College of Law and do not fall within the purview of the Faculty Senate or ABA Accreditation Standard 201, and shall attempt to obtain such input to the degree it is reasonably practicable to do so. In particular, but without limiting the generality of the foregoing, the Employer will seek input from the Faculty of the College of Law on matters pertaining to any reorganization or merger that includes the College of Law.

- 7.3 The principle of faculty participation in the selection of academic officers is affirmed. Faculty of the College of Law will have meaningful input in the appointment or reappointment of the Dean. The initial appointment of the Dean shall require the affirmative vote of the majority of the College of Law faculty entitled to vote, in accordance with the parties' historic practice. Additionally, the Faculty of the College of Law shall be provided an opportunity to provide input prior to the selection of any Associate Dean for Academic Affairs, the selection of any Interim Dean, and the renewal of any Dean, of the College of Law.
- 7.4 The Employer acknowledges the importance of maintaining the American Bar Association accreditation for the College of Law. For so long as employer wishes to maintain the College of Law, Employer intends to keep the College of Law's ABA accreditation and will take steps in accordance therewith.
- 7.5 With respect to this article, the UT-AAUP-COL is restricted to the Article 20 *Grievances* and waives all right or ability to restrict or challenge decisions made by the Board of Trustees, University leadership, or the College of Law administration. The UT-AAUP-COL may contest only the Employer's failure to seek input from the Faculty Senate or the Faculty of the College of Law on the matters specifically set forth in sections 7.1, 7.2, 7.3, and 7.4 and not the content of any decision reached after such input has been sought.

ARTICLE 8 TENURE, RENEWAL AND PROMOTION

8.1 Tenure-Track Faculty

- 8.1.1 *Definition.* "Tenure" is the right of a Member to continuous employment by the University. The award of tenure by the Board will be selective and conditioned upon positive recommendation through the evaluation process described in Article

9. Tenure may be terminated only for just cause, through a reduction in force under Article 19 below, or by reason of retirement or other voluntary resignation.

- 8.1.2 *Probationary Period.* Tenure-Track Faculty Members appointed without tenure serve a probationary period of six years. In certain circumstances, that period may be extended to up to eight years. New faculty hired without tenure will be appointed to an initial two-year term. Tenure-Track Faculty who complete the initial two-year appointment shall be appointed to renewable one-year contracts during the probationary period.
- 8.1.3 The process and timing of all tenure, renewal and promotion decisions shall be as set forth in Sections 9.2, 9.3 and 9.4.
- 8.1.4 *Year Defined.* The term "year" means an academic year consisting of consecutive Fall and Spring Semesters of full-time service, provided that only one year of credit toward tenure can be obtained during any two consecutive semesters. When an initial appointment begins no later than the first day of Fall Semester, a full year's credit must be accorded. An initial appointment beginning after the first day of Fall Semester will not be credited toward tenure unless stated otherwise in the initial offer of appointment from the Provost or designee.
- 8.1.5 *Evaluation by Last Year.* Evaluation for tenure must take place no later than the final year of the probationary period. It is the joint responsibility of the individual Member, the faculty Committee on Renewal, Promotion & Tenure, and the employer to complete their respective duties to ensure that review for tenure takes place in a timely manner. If the Board grants tenure, it becomes effective with the beginning of the next academic year. If tenure is not granted, then appointment for the next academic year will be a Terminal Appointment.
- 8.1.6 *Early Consideration.* If the Member so requests, a Member may be considered for tenure, if otherwise eligible, after completing three years of service in the probationary period, less any years of service granted to the Member upon hire. A Member may be considered early for tenure only once. Denial of tenure prior to the last year of the probationary period must not prejudice subsequent application for tenure and in no case may be construed per se as a ground for termination. A member who applies for early tenure review is nonetheless evaluated using the criteria and process set forth in sections 9.1, 9.2 and 9.4.
- 8.1.7 *Effect of a Leave of Absence.* A scholarly or professional leave of absence for one year or less approved by the Board counts as part of the probationary period unless the Member and the Dean agree in writing to an exception at the time the leave is granted. The inclusion in or exclusion from the probationary period of the leave of absence must be expressly stated in the leave of absence agreement that must be executed under section 15.3.1.1. A copy of any such agreement must be sent to the Provost. Extended sick leave in excess of thirty (30) working days must not count as part of the probationary period unless the Member and the Dean agree in writing

to an exception at the time the leave is granted. A copy of any such agreement must be sent to the Provost.

- 8.1.8 *Required Rank.* To receive tenure, the Member must be an Associate Professor, or be recommended at the same time to the Board for promotion to the rank of Associate Professor, and satisfy the criteria set forth in the College Elaborations.
- 8.1.9 In accordance with Ohio Revised Code section §3345.45, the employer recognizes multiple pathways for faculty tenure.
- 8.1.10 In the event the College hires a tenure-track librarian, all provisions of this Agreement shall apply to the renewal, promotion, and tenure of such person except that the performance criteria to be met for renewal, promotion, and tenure shall be as set forth in the College Elaborations.
- 8.1.11 Prior to hiring a full-time faculty member into a position that is not expressly contemplated by this Agreement, the proposed job description, assignment, workload, and basis for evaluation of said newly developed position must be approved by the majority of those present and eligible to vote of the tenured and tenure-track faculty, and a majority of those present and eligible to vote of the non-tenure-track faculty. With respect to those faculty otherwise eligible to vote who are unable to attend the meeting in person, they shall be allowed to vote, provided they attend through telephonic or other electronic means. A description of the faculty member's workload expectations and basis of evaluation will be memorialized in a letter of expectations. Unless modified by the letter of expectations, the standards in this article shall apply to renewal, promotion, and status as Tenured or Established, as appropriate, of such person. The College Elaborations shall be modified, as needed, to reflect the performance criteria to be met for renewal, promotion, and status as tenured or Established for such position.
- 8.1.12 The College Elaborations shall set forth the procedure and criteria for hiring a lateral candidate with tenure.
- 8.1.13 *Return to the Bargaining Unit.* When a Member with tenure leaves the Bargaining Unit for another full-time position in the University, that individual, as long as the individual remains in continuous full-time employment at the University, retains the right to return to a tenured position within the Bargaining Unit.
- 8.1.14 *Letters of Expectation.* All letters of expectation must comply with the terms of section 9.1.6.
- 8.1.15 *No Quotas.* There shall be no tenure quotas affecting Members of the Bargaining Unit.
- 8.1.16 *Terminal Appointment.* Members who have received a Terminal Appointment shall not be eligible for consideration for tenure.

8.2 Non-Tenure-Track Faculty

- 8.2.1 *Non-Tenure-Track Post-Probationary Professors.* Non-Tenure-Track Members who have successfully completed the probationary period ("Established Non-Tenure-Track Professors") have a right to employment, subject to successful evaluation under the professional assessment process set forth in Section 9.8. Approval to become an Established Non-Tenure Track Professor by the Board will be selective and conditioned upon positive recommendation through the evaluation process described in Article 9. Employment of Established Non-Tenure-Track Professors may be terminated only through a reduction in force under Article 19, after a failure to remediate deficiencies identified by the Dean in section 9.8 pursuant to the procedure set forth in Article 18, just cause or by reason of retirement or other voluntary resignation.
- 8.2.2 *Probationary Period.* Non-Tenure-Track Faculty hired without being granted the status of Established Non-Tenure-Track Professor shall serve a probationary period of six years. In certain circumstances, that period may be extended to up to two years, for a maximum probationary period of eight years. Non-Tenure-Track Faculty serving a probationary period shall be appointed to an initial two-year term. Non-Tenure-Track Faculty who complete the initial two-year appointment shall be appointed to renewable one-year appointments during the probationary period.
- 8.2.3 The College Elaborations shall set forth the procedure and criteria for hiring a lateral candidate with Established status.
- 8.2.4 The process and timing of all renewal and promotion decisions shall be as set forth in Sections 9.2, 9.3 and 9.4.
- 8.2.5 *Year Defined.* The term "year" means an academic year consisting of consecutive Fall and Spring Semesters of full-time service, provided that only one year of credit can be obtained during any two consecutive semesters. When an initial appointment begins no later than the first day of Fall Semester, a full year's credit must be accorded. An initial appointment beginning after the first day of Fall Semester will not be credited unless stated otherwise in the initial offer of appointment from the Provost or designee.
- 8.2.6 *Evaluation for Promotion.* Evaluation to become an Established Non-Tenure-Track Professor must take place no later than the final year of the probationary period. It is the joint responsibility of the individual Member, the faculty Committee on Renewal, Promotion & Tenure, and the employer to complete their respective duties to ensure that review for such status takes place in a timely manner. If the Board grants such status, it becomes effective with the beginning of the next academic year. If it is not granted, then appointment for the next academic year will be a Terminal Appointment.
- 8.2.7 *Effect of a Leave of Absence.* A scholarly or professional leave of absence for one year or less approved by the Board counts as part of the probationary period unless

the Member and the Dean agree in writing to an exception at the time the leave is granted. The inclusion in or exclusion from the probationary period of the leave of absence must be expressly stated in the leave of absence agreement that must be executed under section 15.3.1.1. A copy of any such agreement must be sent to the Provost. Extended sick leave in excess of thirty working days must not count as part of the probationary period unless the Member and the Dean agree in writing to an exception at the time the leave is granted. A copy of any such agreement must be sent to the Provost.

8.2.8 *Required Rank.* To receive Established status, the Member must be an Associate Clinical or Legal Writing Professor or be recommended at the same time to the Board for promotion to the rank of Associate Professor, and satisfy the criteria set forth in the College Elaborations.

8.2.9 *Return to the Bargaining Unit.* When a Member holding the rank Non-Tenure-Track Full Professor, Associate Professor, or Assistant Professor leaves the Bargaining Unit for another full-time position in the University, that individual, as long as the individual remains in continuous full-time employment at the University, retains the right to return to a position with that rank within the Bargaining Unit.

8.2.10 *Letters of Expectation.* All letters of expectation must comply with the terms of section 9.1.6.

8.2.11 *Non-Renewal and Termination*

Established Non-Tenure-Track Professors. Established Non-Tenure-Track Professors may be terminated only through a reduction in force under Article 19 below, for failure to remediate deficiencies identified by the Dean in section 9.8 pursuant to the procedure set forth in Article 18, for just cause termination, or by reason of retirement or other voluntary resignation.

Probationary Period Non-Tenure-Track Professors. Non-Tenure-Track Professors undergoing the probationary period may be terminated through a reduction in force under Article 19, for failure to remediate deficiencies identified by the Dean in section 9.8 pursuant to the procedure set forth in Article 18, for just cause termination, or by reason of retirement or other voluntary resignation.

Non-Renewal During Probationary Period. In addition to the grounds set forth in the preceding paragraph, a Member may be terminated during the probationary period if the Member's performance warrants non-renewal, as determined through the evaluation process in Sections 9.2 and 9.4.

Just Cause Termination. Members may be terminated for "just cause" in accordance with Article 18 of this Agreement.

8.3 Extension of the Probationary Period

8.3.1 *Circumstances Warranting an Extension.* Under certain circumstances, the probationary period may be extended. The circumstances encompass the following:

- (1) Instances where the probationary Member has developed an illness that would result in a negative impact on his or her progress.
- (2) Instances caused by a Member being called to extended military or civilian duty by the federal or state government or to extended judicial duty.
- (3) Instances caused by extraordinary professional circumstances due to external factors out of the Member's control.
- (4) Instances arising as a result of an unpaid leave of absence (see Section 15).

8.3.2 *Limits.* Each request to extend the probationary period must be limited to one academic year. In exceptional circumstances, a second academic year of extension may be requested or granted. The probationary period may be extended for no more than two academic years in total.

8.3.3 *Request and Recommendation.* The request for extension of the probationary period must be made in writing by the Member to his or her Dean. The Dean must make a recommendation and forward it to the Provost. The Provost will determine whether an extension request is granted and will inform the Member in writing.

8.3.4 *Supporting Documents.* Each written request must be accompanied by supporting letters, legal notifications, documents, or certifications, as applicable or as available, with the exception that confidential medical records of the Faculty Member or of his or her immediate family member may be supplied only to the Office of Faculty Labor Relations. The Office of Faculty Labor Relations will validate that a legitimate request has been received.

8.3.5 *Family and Medical Leave and Military Service.* In the event that the instances affecting the Member are one or more of any Family and Medical Leave Act (FMLA) qualifying events that results in a leave totaling at least eight weeks duration, or if the Member has been called to active military duty for a single period of at least eight weeks duration, then the affected Member will automatically be granted a one-year extension of his or her probationary period for each such event, subject to the provision that the sum total of the extension of the probationary period may not exceed two years. If the Member does not feel that a one-year extension of the probationary period is necessary, he or she may choose to decline any such extension. Such decision must be provided to the Provost in writing with a copy to the UT-AAUP-COL within fifteen working days of returning from leave.

8.4 Promotion in Academic Rank

8.4.1 *Generally.* Acceptable terminal degrees are a Juris Doctor degree, a Doctorate in Law, or an equivalent terminal degree in law or a law-related field from an accredited college or university, or international equivalent. Faculty will be informed of the degree requirements for promotion at the time of initial appointment. The evaluation criteria for teaching, professional activity, and service in all ranks are those outlined in Section 9.1.

8.4.2 *Tenure-Track Faculty.* The following academic ranks are available only to Tenure-Track Faculty.

8.4.2.1 *Assistant Professor.* Appointment as an Assistant Professor requires a Juris Doctor degree, a Doctorate in Law, or an equivalent terminal degree in law or a law-related field from an accredited college or university.

8.4.2.2 *Associate Professor.* Appointment as or promotion to Associate Professor requires a Juris Doctor degree, a Doctorate in Law, or an equivalent terminal degree in law or a law-related field from an accredited college or university; and a record of teaching, scholarship, and service commensurate with the rank of Associate Professor as established in the College Elaborations.

8.4.2.3 *Professor.* Appointment as or promotion to Professor requires a Juris Doctor degree, a Doctorate in Law, or an equivalent terminal degree in law or a law-related field from an accredited college or university; and a record of teaching, scholarship, and service commensurate with the rank of Professor as established in the College Elaborations.

An application for promotion to the rank of Full Professor can occur only after the member has completed at least two years of service at the Associate Professor rank with tenure, except in cases of extraordinary accomplishment accompanied by a recommendation from the Dean to the Faculty that the two-year requirement be waived.

8.4.3 *Non-Tenure-Track Faculty.* The following academic ranks are available only for Non-Tenure-Track Faculty.

8.4.3.1 *Assistant Professor-Non-Tenure-Track.* Appointment as an Assistant Professor requires a Juris Doctor degree, a Doctorate in Law, or an equivalent terminal degree in law or a law-related field from an accredited college or university.

8.4.3.2 *Associate Professor-Non-Tenure-Track.* Appointment as or promotion to Associate Professor requires a Juris Doctor degree, a Doctorate in Law, or an equivalent terminal degree in law or a law-related field from an accredited college or university; and a record of teaching, lawyering (where appropriate) and service commensurate with the rank of Associate Professor as established in the College Elaborations.

8.4.3.3 *Professor-Non-Tenure-Track*. Appointment as or promotion to Professor requires a Juris Doctor degree, a Doctorate in Law, or an equivalent terminal degree in law or a law-related field from an accredited college or university; and achievement in teaching, lawyering (where appropriate) and service commensurate with the rank of Professor as established in the College Elaborations.

An application for promotion to the rank of Full Clinical or Legal Writing Professor can occur only after two years of service as an Established Non-Tenure-Track Professor, except in cases of extraordinary accomplishment accompanied by a recommendation from the Dean to the Faculty that the two-year requirement be waived.

8.4.4 Promotion in academic rank by the Board shall be selective and conditioned upon positive recommendation through the evaluation process described in Article 9. All promotions shall become effective with the beginning of the next academic year.

8.4.5 Members who have received a Terminal Appointment shall not be eligible for consideration for promotion.

ARTICLE 9 EVALUATION

9.1 CRITERIA

9.1.1 *Tenure-Track Faculty*. Tenure-Track Faculty are evaluated on teaching, scholarship, and service. The criteria by which performance is to be judged shall be:

9.1.1.1 *Teaching*

Teaching Evidence. Generally, Members are responsible for providing evidence of teaching effectiveness and demonstrating their contribution in a manner consistent with applicable College Elaborations. This includes evidence of teaching effectiveness; commitment to appropriate and productive pedagogical methods; advising of students; development of curriculum; preparation and publication of curricular materials; coordination of part-time faculty and graduate assistants; and supervision of independent student work such as long projects, independent studies, advanced research and writing projects, masters theses or projects, and doctoral dissertations. In support of instructional effectiveness, Members will maintain a high level of knowledge and expertise in their areas of specialization.

Evaluation. Evidence of Members' teaching may include assessment of the learning by students under the Member's tutelage; self-evaluation; classroom visitations; peer review; student evaluations of

teaching; review of syllabi, examinations, and other curricular materials; and assessment of academic advising of students.

Considerations. Considerations relevant to evaluating teaching include:

- (1) Number of course preparations;
- (2) Availability of teaching support resources;
- (3) Class size, credit hours, and/or FTEs;
- (4) Course time requirements;
- (5) The development of new courses, clinics, simulations, and the creation of professional development opportunities for students;
- (6) The integration of new technologies and pedagogies;
- (7) Student conferences inside and outside of office hours;
- (8) Off-campus instruction and supervision;
- (9) Individual and special instruction, including independent studies;
- (10) Advising;
- (11) Clinical supervision of students;
- (12) The supervision of thesis and dissertation research and writing, Advanced Research & Writing projects, independent research, and Law Review notes;
- (13) The preparation and evaluation of graduate exams; and
- (14) Coordinator responsibilities.

Materials. Evaluators of teaching may consider pertinent documented information from the Dean or the Faculty Committee on Renewal, Promotion, and Tenure. A Member must be informed in writing of any additional information considered, be given copies of any (written, audio, video, digital, etc.) evidence, and be given the opportunity to respond.

9.1.1.2 *Scholarship*

Evidence of Scholarship. Members are responsible for providing evidence of quality scholarship consistent with applicable College Elaborations. Generally, Tenured and Tenure-Track Members should use their expertise to address problems in their discipline or area of specialization through professional, scholarly, and creative activity that

clearly contributes to the discipline or wider society. Members are responsible for their own scholarship and demonstrating its impact on their discipline or areas of specialization in a manner consistent with the applicable College Elaborations.

Contributions include:

- (1) Scholarly investigation, creative activity and research of an original or previously unreported nature;
- (2) Applied research (including professional publications and patents), investigation, or scholarly analysis of existing research, information, and creative endeavors resulting in the development of new data, information, applications, and/or interpretations;
- (3) Commercialization, licensing, and development of University discoveries, inventions or patents;
- (4) Activities for acquiring and maintaining professional certification, licensing, and continuing education; or
- (5) Community-based research projects.

Evaluation. Evaluation of Members' scholarship may include external review of that activity for purposes of renewal, promotion, and tenure.

Materials. Members must provide documented evidence of their contribution to their discipline or area of specialization by its publication or other dissemination through the classroom, among practitioners in the Member's discipline, or among a wider community.

Relevant materials include:

- (1) Funded and non-funded research;
- (2) Preparation of research proposals for funded research;
- (3) Publication of articles, books, monographs, conference proceedings, editorships or reporters to professional publications;
- (4) Presentation of papers at professional meetings; and
- (5) Authoring amicus briefs in legal proceedings.

Grants. The preparation of grant proposals for outside agencies must be considered as scholarship if that preparation involves scholarly activity of a substantial nature, and the applicant provides an abstract documenting that activity and the importance of the endeavor to the

discipline or the University. The above condition may also apply to the administration of a grant project, invention disclosure, license patent, patent application or copyright application insofar as proper evidence is presented which documents that such grant administration of a grant project, invention disclosure, license patent, patent application, or copyright application meets the requirements as set forth above in this section.

9.1.1.3 *Service*

Evidence of Service. Members are responsible for providing evidence of contributions to service consistent with applicable College Elaborations. Generally, service consists of Members' applying their knowledge and skill to benefit the University, the community, or the profession.

Service is measured not so much by the number of offices held or activities undertaken—although those may be considered, as by the demonstrable substantive value of Members' contributions to the quality of the University, the well-being of the community, and the advancement of the Member's profession or discipline. Members are responsible for performing service and demonstrating their contribution in a manner consistent with the applicable College Elaborations.

Relevant materials include:

- (1) College of Law, and University-wide activities;
- (2) Holding office or committee work in a professional organization including the UT-AAUP-COL;
- (3) Participation in organizing or running professional meetings, workshops or seminars;
- (4) Delivering lectures at workshops, guest lectures in other courses, and in non-credit courses;
- (5) Unpaid consulting of a professional nature;
- (6) Serving as a referee for a professional or scholarly publication or a granting agency;
- (7) Participation in accreditation activities;
- (8) Coordination of part-time faculty, graduate assistants, etc.;
- (9) Service activities aimed at helping community leaders solve regional problems;
- (10) Community outreach and civic engagement that impacts the

University and College of Law's academic mission or the community, including press and media interviews;

- (11) Pro bono legal representation;
- (12) Participation in the lawmaking process, including testimony before governmental bodies and membership on rule-drafting committees; and
- (13) Participation in efforts to increase diversity, equity, and inclusion in the University, College of Law, legal profession, or broader community.

9.1.2 *Clinical Faculty.* Clinical Faculty are evaluated on clinical teaching, lawyering and service. The criteria by which performance is to be judged shall be:

9.1.2.1 *Clinical Teaching*

Clinical Teaching Evidence. Clinical teaching includes active supervision of groups of students and individual students in carrying out the lawyering skills that are part of students' clinical work. It also includes: (1) instilling in students the habits of careful research, rigorous analysis, thorough preparation; and honest self-criticism; (2) teaching clinic seminars in substantive and procedural areas of law and in simulation of lawyering skills; and (3) familiarity with relevant literature about substantive law and lawyering skills, as pertinent to the work done in the clinic.

Evaluation. Evidence of Members' clinical teaching may include assessment of the learning by students under the Member's tutelage; self-evaluation; classroom visitations; peer review; student evaluations of teaching; review of syllabi, examinations, and other curricular materials; and assessment of academic advising of students.

Considerations. Considerations relevant to evaluating clinical teaching include:

- (1) Number of course preparations;
- (2) Availability of teaching support resources;
- (3) Class size, credit hours, and/or FTE's;
- (4) Course time requirements;
- (5) The development of new courses, clinics, simulations, and the creation of professional development opportunities for students;
- (6) The integration of new technologies and pedagogies;
- (7) Student conferences inside and outside of office hours;

- (8) Off-campus instruction and supervision;
- (9) Individual and special instruction, including independent studies;
- (10) Advising;
- (11) Clinical supervision of students;
- (12) The supervision of thesis and dissertation research and writing, Advanced Research & Writing projects, independent research, and Law Review notes;
- (13) Coordinator responsibilities.

Materials. Evaluators of clinical teaching may consider pertinent documented information from the Dean or the Faculty Committee on Renewal, Promotion, and Tenure. A Member must be informed in writing of any additional information considered, be given copies of any (written, audio, video, digital, etc.) evidence, and be given the opportunity to respond.

9.1.2.2 *Lawyering*

Lawyering Evidence. Lawyering includes knowledge of law and procedure; knowledge and skill in the areas of written and oral advocacy, trial preparation and presentation, planning, client counseling, and negotiation; knowledge of professional responsibility and ethical conduct; and an understanding of the dynamics and interrelationships between attorney, client, adversary, and the court system.

Evaluation. Evaluation of Members' lawyering skills may include external review of that activity for purposes of renewal and promotion.

Materials. Members must provide documented evidence of their contribution to their discipline or area of specialization by its publication or other dissemination through the classroom, among practitioners in the Member's discipline, or among a wider community.

9.1.2.3 *Service*

Evidence of Service. Members are responsible for providing evidence of contributions to service consistent with applicable College Elaborations. Generally, service consists of Members' applying their knowledge and skill to benefit the University, the community, or the profession.

Service is measured not so much by the number of offices held or activities undertaken, although those may be considered, as by the demonstrable substantive value of Members' contributions to the quality of the University, the well-being of the community, and the advancement of the Member's profession or discipline. Members are responsible for performing service and demonstrating their contribution in a manner consistent with the applicable College Elaborations.

Relevant materials include:

- (1) College of Law, and University-wide activities;
- (2) Holding office or committee work in a professional organization including the UT-AAUP-COL;
- (3) Participation in organizing or running professional meetings, workshops or seminars;
- (4) Delivering lectures at workshops, guest lectures in other courses, and in non-credit courses;
- (5) Unpaid consulting of a professional nature;
- (6) Serving as a referee for a professional or scholarly publication or a granting agency;
- (7) Participation in accreditation activities;
- (8) Coordination of part-time faculty, graduate assistants, etc.;
- (9) Service activities aimed at helping community leaders solve regional problems;
- (10) Community outreach and civic engagement that impacts the University and College of Law's academic mission or the community, including press and media interviews;
- (11) Pro bono legal representation;
- (12) Participation in the lawmaking process, including testimony before governmental bodies and membership on rule-drafting committees; and
- (13) Participation in efforts to increase diversity, equity, and inclusion in the University, College of Law, legal profession, or broader community.

9.1.3 *Legal Writing Faculty.* Legal Writing Faculty are evaluated on teaching and service. The criteria by which performance is to be judged shall be:

9.1.3.1 *Teaching*

Teaching Evidence. Teaching of Legal Research, Writing, and Appellate Advocacy includes the development of analytical thinking among students; comprehensive knowledge of the field, including theoretical and practical developments; ability to communicate knowledge to students; thorough class preparation; presentation of materials appropriate to the subject matter; appropriate allocation of class assignments; availability and willingness to discuss the subject matter with students; maintenance of regular advertised office hours; reasonable and fair evaluation of the students, and the willingness to engage in innovative teaching methods.

Evaluation. Evidence of Members' teaching may include assessment of the learning by students under the Member's tutelage; self-evaluation; classroom visitations; peer review; student evaluations of teaching; review of syllabi, examinations, and other curricular materials; and assessment of academic advising of students.

Considerations. Considerations relevant to evaluating teaching include:

- (1) Number of course preparations;
- (2) Availability of teaching support resources;
- (3) Class size, credit hours, and/or FTE's;
- (4) Course time requirements;
- (5) The development of new courses, clinics, simulations, and the creation of professional development opportunities for students;
- (6) The integration of new technologies and pedagogies;
- (7) Student conferences inside and outside of office hours;
- (8) Off-campus instruction and supervision;
- (9) Individual and special instruction, including independent studies;
- (10) Advising;
- (11) Clinical supervision of students;

- (12) The supervision of thesis and dissertation research and writing, Advanced Research & Writing projects, independent research, and Law Review notes;
- (13) Coordinator responsibilities.

Materials. Evaluators of teaching may consider pertinent documented information from the Dean or the Faculty Committee on Renewal, Promotion, and Tenure. A Member must be informed in writing of any additional information considered, be given copies of any (written, audio, video, digital, etc.) evidence, and be given the opportunity to respond.

9.1.3.2 *Service*

Evidence of Service. Members are responsible for providing evidence of contributions to service consistent with applicable College Elaborations. Generally, service consists of Members' applying their knowledge and skill to benefit the University, the community, or the profession.

Service is measured not so much by the number of offices held or activities undertaken although those may be considered, as by the demonstrable substantive value of Members' contributions to the quality of the University, the well-being of the community, and the advancement of the Member's profession or discipline. Members are responsible for performing service and demonstrating their contribution in a manner consistent with the applicable College Elaborations.

Relevant materials include:

- (1) College of Law, and University-wide activities;
- (2) Holding office or committee work in a professional organization including the UT-AAUP-COL;
- (3) Participation in organizing or running professional meetings, workshops or seminars;
- (4) Delivering lectures at workshops, guest lectures in other courses, and in non-credit courses;
- (5) Unpaid consulting of a professional nature;
- (6) Serving as a referee for a professional or scholarly publication or a granting agency;
- (7) Participation in accreditation activities;

- (8) Coordination of part-time faculty, graduate assistants, etc.;
- (9) Service activities aimed at helping community leaders solve regional problems;
- (10) Community outreach and civic engagement that impacts the University and College of Law's academic mission or the community, including press and media interviews;
- (11) Pro bono legal representation;
- (12) Participation in the lawmaking process, including testimony before governmental bodies and membership on rule-drafting committees; and
- (13) Participation in efforts to increase diversity, equity, and inclusion in the University, College of Law, legal profession, or broader community.

9.1.4 *Other Non-Tenure Track Faculty.* The basis of evaluation for any other Non-Tenure-Track Faculty will be determined prior to hiring into such a Non-Tenure Track position that does not fall within the definition of Clinical or Legal Writing Faculty or does not have an existing College of Law Elaboration. The Dean must sign a letter of expectation that will function as the College of Law Elaboration for any such Non-Tenure Track Member. Said letter of expectation shall be approved as provided for in Article 8.1.11 before it is issued.

9.1.5 *College Elaborations.* The College of Law will maintain renewal, promotion, and tenure evaluation Elaborations. Within one (1) year of the date of ratification of this Agreement, the College of Law Faculty will update the existing renewal, promotion, and tenure Elaborations to be consistent with this Agreement. The Elaborations must be made available to new Members upon joining the College of Law. The Elaborations must be fairly and equitably applied to all Members in the College of Law and cannot conflict with the terms of this Agreement. The College of Law Faculty may modify its Elaborations upon a positive recommendation of the Faculty and written approval of both the Dean and the Provost.

9.1.6 *Letters of Expectation.* Letters of expectation issued to incoming Faculty must be consistent with the Elaborations established by 9.1.5 with the signed approval of the Dean and the Member. In the rare instance when the letter of expectations is inconsistent with the Elaborations, the letter must be approved and signed by the Dean and the Provost. Letters that are inconsistent with the established College Elaborations must be identified as such and treated as the applicable College Elaborations for the specified Member.

9.1.7 *Annual Report of Professional Activity.* For the purpose of annual evaluation, all Members are required to submit an electronic copy of the Annual Report of Professional Activity (ARPA) in a format approved by the Dean, no later than the date specified by the employer's designee on the Academic Personnel Calendar.

If the ARPA format is changed from the previous year's format, the Dean must provide Members with the new ARPA format at least ten (10) working days before the ARPAs are due to the Associate Dean for Academic Affairs as specified by the Employer's Designee on the Academic Personnel Calendar. The ARPA year shall run from August 15th of one year through August 14th of the next year. Members shall also submit a current electronic copy of their curriculum vitae (CV) along with the ARPA.

- 9.1.8 All Faculty are required to submit all tenure, promotion, renewal, and ARPA documentation using the format approved by the Provost, presently Faculty 180. The Provost's office must arrange to make training available in the use of the technology.

9.2 Process for Renewal, Promotion, and Tenure.

- 9.2.1 *Stages of Evaluation.* The following units participate in the order listed in the renewal, promotion, and tenure review process for Members, with each unit giving due consideration to reviewing the recommendations and findings of all preceding units:

The College Committee on Academic Personnel (hereinafter, CCAP), as defined in Section 9.4.2.6.

The Dean.

The University Committee on Academic Personnel (UCAP).

The Provost.

The President.

- 9.2.2 *UCAP.* UCAP consists of Tenured Associate or Full Professors, one from each College with faculty under the jurisdiction of UCAP and one from the library faculty. Members of UCAP serve a term of three (3) academic years beginning July 1st, with one third (1/3) of the members retiring each year. Only Bargaining Unit Faculty may serve on UCAP. No one holding a position of Dean, Associate Dean for Academic Affairs, or Associate Dean for Student Affairs may serve on UCAP.

- 9.2.3 *Evaluation Criteria.* In all reviews for renewal, promotion, and tenure, peer judgments shall have a significant role. Each unit must make an independent, fair, and equitable recommendation consistent with the terms of this Article and the College Elaborations referred to in section 9.1.5 and provide a written rationale for decisions. In judging a Member's performance, each unit must abide by the criteria set forth in this Agreement and all approved College Elaborations on those criteria. Each evaluating unit must consider the record as a whole and give due weight to decisions made at prior levels. Any deviation from the decision at a lower level must be explained in writing.

9.3 Frequency and Timing of Evaluations

9.3.1 *Schedule.* The tenure, promotion, and renewal evaluation schedule will be in accordance with the University Academic Personnel Calendar, which will be published by the University prior to the start of each Fall Semester.

If a Member’s probationary period is extended, this schedule will be modified in accordance with that extension.

Unless their probationary period has been extended, Tenure-Track Faculty Members who are not yet tenured, as well as Clinical Faculty and Legal Writing Faculty below the rank of Established Clinical Professor or Established Professor of Legal Writing, will be reviewed annually, unless otherwise established herein or in the Elaborations, for renewal during the first five (5) years of their appointment for purposes of renewal and evaluation of progress on the following schedule.

<u>Appointment Year</u>	<u>Meetings</u>	<u>Renewal Contract Term</u>
First	First fall	Third year
Second	Second fall	Fourth year
Third	Third fall	Fifth Year
Fourth	Fourth fall	Sixth Year
Fifth	Fifth fall	Seventh Year

9.3.2 *Calendar and Forms.* In consultation with the UT-AAUP-COL, the Provost will annually prescribe the Academic Personnel Calendar and forms for renewal, promotion, and tenure. All evaluations must be processed according to that calendar and on those forms.

9.3.3 *Withdrawal.* In cases of promotion or tenure, a Member may withdraw from the evaluation process described in section 9.2 at any time, but that Member will thereby forfeit all claims for that year, including tenure if in the last year of probationary service.

9.3.4 *Notification of Non-Renewal.* The President or the President’s designee will provide notification of Non-Renewal in accordance with the following standards:

9.3.4.1 Any Tenure-Track Faculty or Non-Tenure Track Faculty with less than five (5) years of service who is notified of Non-Renewal by May 1st of the Academic Year shall be given a Terminal Appointment. The Terminal Appointment shall be for the subsequent Fall and Spring Academic Terms.

9.4 The Review Process

9.4.1 *First and Second Year Reviews.* In the first and second probationary years Members may bypass the UCAP evaluation stage. Members' performance will be reviewed by CCAP and the Dean after the completion of the Fall Semester. This limited evaluation will include a review of Members' professional goals and objectives as well as their performance during the first semester and the completed first year. CCAP will comment on the proposed goals, objectives, and performance and make a recommendation to the Dean. The Dean will review this information before making a final evaluation of Members' performance. The Dean's evaluation and decision will be forwarded to the Provost. If and only if the Dean recommends non-renewal, the Member's dossier will be forwarded to UCAP, the Provost, and the President for evaluation.

9.4.2 *The Candidate's File*

9.4.2.1 *Candidate's Submissions.* Candidates and their Faculty Committee on Renewal, Promotion, and Tenure designee are jointly responsible for preparing a file for evaluation.

9.4.2.2 *File Contents.*

- (1) The candidate's current CV;
- (2) The candidate's Individual Faculty Information form;
- (3) Peer teaching evaluations;
- (4) A narrative statement describing the Member's contributions for each evaluation criterion, with a particular focus on areas of improvement and focus since the last evaluation. The narrative should also explain how and to what extent the activities claimed have met the criteria identified above and any approved Elaborations thereof. The statement should not exceed 1500 words in its entirety and may not include attachments.
- (5) For Members with research responsibilities, external scholarship evaluations; and
- (6) Prior reports that the Committee has prepared for the candidate.

9.4.2.3 *Clarification.* All evaluating units may request a clarification of file contents from the Faculty Committee on Renewal, Promotion, and Tenure or the Member, but "this clarification" may not require additional documentation or materials to be submitted by the Member.

9.4.2.4 *Disposition of Judgments and File.* When the evaluation process is complete, and if no grievance has been filed pursuant to Sections 9.4.2.12 or Article 20, the record of all judgments will be entered into the Member's official personnel file along with the inventory of the file's complete contents. All other materials, except copies of any confidential letters from external experts, will be returned to the Member.

9.4.2.5 If a grievance has been filed, the file must be kept intact in the custody of the Employer's Designee until the grievance procedure under Article 20 is exhausted.

9.4.2.6 *College Committee on Academic Personnel Review.* CCAP Membership consists of the Faculty eligible to vote on any particular issue.

9.4.2.6.1 *Participation.* Only the Dean and those Faculty eligible to vote may participate in a renewal, promotion, or tenure meeting.

9.4.2.6.2 *The Dean.* The Dean may attend and participate in meetings at which the renewal, promotion, or tenure of a Member is considered. But the Dean may not vote for purposes of the CCAP level of review.

9.4.2.6.3 *Voting for Renewal, Promotion and Tenure.* Except as further limited by 9.4.2.6.4 and 9.4.2.8, the following Faculty (excluding the Dean and the College of Law's UCAP representative) may vote on renewal, promotion and tenure decisions:

- (1) Faculty who have completed one (1) year of service at the College of Law (or have been credited with at least one (1) year of service earned at another institution) and who hold a rank higher than the candidate under consideration; and
- (2) Faculty who hold the same rank as the candidate under consideration and who have completed at least one (1) more year of service at the College of Law (or have been credited with at least one (1) year of service earned at another institution) than the candidate.

Notwithstanding the foregoing, only Tenured and Tenure-Track Faculty shall be eligible to vote on the renewal, promotion and tenure of Tenured and Tenure-Track Faculty. Similarly, only Legal Writing Faculty shall be eligible to vote on the renewal and promotion of Legal Writing Faculty, and only Clinical Faculty shall be eligible to vote on the renewal and promotion of Clinical Faculty. In the event either the Legal Writing or Clinical Faculty eligible to vote on a particular candidate's

renewal or promotion consists of fewer than three people, the Legal Writing Faculty and the Clinical Faculty shall both be entitled to vote on said renewal or promotion in accordance with the rules set forth in this Article 9.4.2.6.3.

9.4.2.6.4 *Voting for Promotion.* Members may vote on promotion decisions if those faculty members have completed one (1) year of service at the College of Law (or have been credited with at least one (1) year of service earned at another institution) and hold a rank equal or higher than that which the candidate seeks.

9.4.2.6.5 *Deficiencies.* When CCAP considers the Member's progress toward tenure to be less than completely satisfactory, it must include in its recommendation on continued employment a statement of steps the Member should take to correct the deficiency.

9.4.2.7 *Dean Review.* The Dean independently recommends the renewal, promotion, or tenure of candidates. Before making an evaluation and recommendation that differ from that of the CCAP level review, the Dean must meet with the Members who voted on the preceding recommendation to discuss in depth and gain a greater understanding of their evaluations and recommendations. At the University level, the Provost must similarly meet with UCAP.

9.4.2.8 *Conflicts of Interest.* Members may not serve on or participate in more than one level of evaluation for renewal, promotion, or tenure. Members with a conflict regarding a candidate must recuse themselves. Members must also recuse themselves from consideration of their own candidacies. Candidates who believe an evaluator has a conflict under this provision must notify the chair of the Renewal, Promotion and Tenure Committee of the conflict prior to the evaluation. Failure to notify shall preclude any grievance on the grounds of a conflict of interest of an evaluator.

9.4.2.9 *Notification of Evaluations and Recommendations.* Candidates must be notified immediately in writing of each unit's evaluation and recommendation. This notification must be sent to the candidate at least five (5) days before transmittal to the next level in the review process.

9.4.2.10 *Reconsideration.* The candidate being evaluated has the right to request that the evaluating unit reconsider the candidate's case. The candidate must request this reconsideration within five (5) days of the evaluation and recommendation being sent to the candidate. The reconsideration request must identify the specific errors in the evaluation and explain why they are incorrect. The candidate has the right to appear before the unit making the evaluation and recommendation being reconsidered. The evaluating unit must meet and reconsider the case within ten (10) days of

the request being made and must immediately inform the candidate of its decision in writing. A request for reconsideration stays the evaluation process at the next higher level until the reconsideration has occurred. Absent a request for reconsideration, the review process goes forward.

9.4.2.11 *Forwarding to Next Level.* Each evaluating unit must forward its written evaluation and recommendation, together with any dissenting opinion and with all prior evaluations, recommendations, and materials it has received, to the next level in the process.

An evaluating unit may do so only after the time for reconsideration has passed or if reconsideration has been requested after the reconsideration process is complete, whichever is later.

9.4.2.12 *Grievances.* Any deviation from the decision at a lower level must be explained in writing. Grievances over evaluation can be filed only after the Provost's recommendation to the President. Grievances over failure to institute an evaluation for tenure or pursue the process in a timely manner may be initiated at any time.

9.5 College of Law Advisory Committee on Compensation.

Each year, the College of Law will evaluate all Members through the COLACC.

9.5.1 *Procedure.*

9.5.1.1 *ARPA.* Each year, Members will submit their ARPA forms in the format approved by the Provost to the COLACC. The COLACC will evaluate each Member based on that Member's ARPA and any materials submitted in accordance with established policies and Elaborations. In judging a Member's performance, the Committee must consistently apply the criteria set forth in 9.1 and all approved College Elaborations.

9.5.2 *Merit Raises.*

9.5.2.1 *Eligibility.* Members are eligible to receive a merit raise only if their merit score is four (4) or better.

9.5.2.2 *Records.* If the annual evaluation process is complete and no requests for reconsideration have been made, the record of all judgments will be entered into the Member's official personnel file. If a request for reconsideration has been filed, the employer's designee must keep custody of the record until the reconsideration procedure is complete.

9.5.2.3 *Scores for Faculty on Leave.*

9.5.2.3.1 *Year-Long Leave.* If a Member was on leave for the entire year, scores must be assigned as follows:

9.5.2.3.1.1 For Members on sabbatical leave, scores in teaching and service must be the average of the Member's previous three (3) years of evaluation in those areas. Scholarship must be evaluated as normal.

9.5.2.3.1.2 For Members on medical leave or on leaves consistent with the Family and Medical Leave Act, but excluding the Family Child Care Leave as described in Section 15.1.2, merit scores in all three (3) areas must be the average in each area for the previous three (3) years.

9.5.2.3.1.3 For Members on Special Assignment Leave, as described in Section 15.2, the Member and Dean must agree in writing as to which areas will be scored on the average of the previous three (3) years, and which will be evaluated as normal.

9.5.2.3.1.4 Members on any other unpaid leave are not eligible for merit raises during the time they were on leave. They will not be scored.

9.5.2.3.2 *Semester Leave.* If a member is on leave for one (1) semester, scores must be assigned as follows.

9.5.2.3.2.1 For Members on sabbatical leave, scores in teaching and service must consider only the semester that the Member was not on leave. Scholarship must be evaluated as normal.

9.5.2.3.2.2 For Members on medical leave or on leaves consistent with the Family and Medical Leave Act but excluding the Family Child Care Leave as described in Section 15.1.2 scores in all three (3) areas must consider only the semester that the Member was not on leave. And scholarship must be evaluated with due consideration of the leave.

9.5.2.3.2.3 For Members on Special Assignment Leave as described in 15.2, the Member and Dean must agree in writing as to which areas will be scored based only the semester that the Member was not on leave and which will be evaluated as normal.

9.5.2.3.3 *Family Child Care Leave.* Faculty on Family Child Care Leave under Section 15.1.2 shall be evaluated in accordance with Section 15.1.2.6.

9.5.2.4 *Faculty Who Have Served Less than Three Years.* If a Member on leave does not have three (3) previous years of scores, averages described in Section 9.5.2.3.1 will be based on all years that the Member has scores.

9.5.2.5 *Averaging for Years Without Raises.* If the Bargaining Unit does not receive raises in a year, Members must still be scored. Scores from years without raises must be averaged with the score from the next year in which the Bargaining Unit receives a raise to determine Members' scores for that year unless any such year has a raise retroactively specifically applied to it, in which case it will be treated as if it is a year with raises.

9.6 Special Assessment.

9.6.1 When the Dean or the Provost has good reason to believe there is a significant problem regarding a Member's performance of duties, the Dean must meet with the Member, and any other appropriate individuals, in an attempt to clarify and, if necessary, rectify the situation. Special assessments must be reserved for the truly unusual situation that cannot be rectified by any other means.

9.6.2 If, following the meeting described in 9.6.1, the Dean or the Provost determines that a special assessment is appropriate, the Dean must meet and confer with the affected Member on the design of an appropriate evaluation. The evaluators shall report the results of the evaluation to the Dean, and the affected Member.

9.6.3 Should the evaluation identify matters requiring remedy, the Dean must meet with the Member to discuss and identify remedies. The Dean must notify the Member in writing of the remedy or remedies decided upon, and the required schedule of compliance, and means of monitoring compliance. If the Member fails to cooperate or comply with the remedies ordered by the Dean, the matter may be remanded to the process set forth in Article 18.

9.7 Personnel Files.

9.7.1 The official personnel file for Members is that which is maintained in the Office of the Provost.

9.7.2 The employer's designee must, upon request of a Member, make available for inspection and copying any documents in the Member's personnel file.

9.7.3 To preserve confidentiality, the employer's designee shall remove all letters of recommendation on the Member prior to the Member's examination of the Member's file.

9.7.4 Before any solicited or unsolicited derogatory allegations about a Member are

included in the Member's official University personnel file, the Member shall be given a copy of such material and an opportunity to append a response to the allegations, which must be attached to those allegations in the Member's file. Evaluations and assessments prepared pursuant to this article shall not be deemed derogatory allegations.

9.7.5 Challenges to the propriety of documents in the Member's personnel file must be addressed in writing to the employer's designee who shall issue a written decision.

9.8 Professional Assessment

9.8.1 *Generally.* Through Professional Assessment, Members who have attained Tenure or Established Clinical Professor or Established Legal Writing Professor will be evaluated on their overall performance, including teaching effectiveness or other primary professional function, service, and (if applicable) lawyering or scholarship. The purpose of this assessment is to further the Member's professional growth. This assessment shall be made by the Member's CCAP and Associate Dean of Academic Affairs with additional comments from the Dean and the Provost.

9.8.1.1 *Materials.* The materials to be considered in a Professional Assessment include a current CV, ARPAs covering the last five (5) years, annual evaluations from the last five (5) years, promotion or tenure evaluations, evidence of compliance certification for the last five (5) years, and all currently existing documentation of instructional effectiveness (e.g. student evaluations of teaching) from the last five (5) years. Members are encouraged to submit a self-evaluation of no more than 2000 words (or more upon approval of the Dean due to special circumstances) that addresses the criteria found in Article 9.1, future goals, a summary of performance, and other materials they deem appropriate.

9.8.2 *Timing.* Except as provided below, Professional Assessment review occurs every five (5) years.

9.8.2.1 *Generally.* Members are placed on a five-year Professional Assessment cycle that begins with the grant of Tenure or Established status, unless one of the specific provisions below applies.

9.8.2.2 *Lateral Hires.* Members hired with tenure status or Established rank (Non-Tenure Track), will first be reviewed five (5) years from their hire date.

9.8.2.3 *Returns from Administrative Service.* Members returning to the Bargaining Unit following an administrative appointment are next reviewed five (5) years after the year they returned to the Bargaining Unit.

9.8.2.4 *Promotion to Full Professor.* Faculty promoted to Full Professor (Tenure-Track), Full Clinical Professor, or Full Legal Writing Professor are next reviewed five (5) years after the year they were promoted.

9.8.2.5 *Minimum of Five Years.* In no situation may a Member be reviewed for professional assessment more than once in a five-year period.

9.8.2.6 *Transition.* After this Agreement is fully executed, the Dean will create a schedule for each current Member's first Professional Assessment. A separate Memorandum of Understanding will define this process. In no event shall any Faculty Member be subject to a professional assessment until one (1) full year's notice has been given.

9.8.3 *Notification and Schedule.* The Dean must maintain an official schedule for Professional Assessment. Should a Member's Professional Assessment schedule change, the Dean must inform the Member. The Member is responsible for submitting materials in a timely manner. After consulting the UT-AAUP-COL, the Provost will at the beginning of the Academic Year publish the format and schedule for Professional Assessment.

9.8.4 *Process*

9.8.4.1 *Levels of Review.* Professional Assessment is primarily the responsibility of the Dean and the Faculty Committee on Renewal, Promotion, and Tenure, with additional comments from the Provost.

9.8.4.2 *Consequences of No Special Assessments.* If a Member has no Special Assessments during the previous five (5) years, then there shall be a rebuttable presumption that the Member has no significant deficiencies.

9.8.5 The format and schedule for such professional assessments shall be published annually at the beginning of the Academic Year by the Provost after discussion with UT-AAUP-COL. The Dean shall maintain a list that will be made available to Members. The list will notify each Tenured Professor, Established Clinical Professor, and Established Legal Writing Professor of the year in which their professional assessment will occur.

9.8.6 Each Tenured Professor, Established Clinical Professor, and Established Legal Writing Professor shall submit materials identified in 9.8.1.1 every five (5) years.

9.8.7 Each Tenured Professor, Established Clinical Professor, and Established Legal Writing Professor shall be placed on a five-year rotating cycle following the obtainment of the above-identified status unless one (1) of the events in this Section occurs, in those cases the five-year rotation will restart from the year of said event. In cases where a Member was hired by the University as a Tenured Professor, Established Clinical Professor, and Established Legal Writing Professor said Member shall be reviewed five (5) years following the year of their hire date. In cases where a Member is returning to the Bargaining Unit following the end of an administrative appointment, said Member shall be reviewed five (5) years following the year they returned to the Bargaining Unit. In cases where a Member is promoted to Full Professor, said Member shall be reviewed five (5) years following the year they were promoted to Full Professor.

- 9.8.8 The professional assessment shall provide a comprehensive evaluation of a Member's overall performance, including teaching, service and professional activity, as applicable. It will also identify the Member's strengths and identify areas, if any exist, for improvements. The assessment shall not compare one Member with another. At the earliest indication of a problem the Dean shall meet with the affected Member to discuss the issue. Should the assessment identify significant matters requiring remedy, the Faculty Committee on Renewal, Promotion, and Tenure and Dean shall meet with the Member to discuss and establish a program of growth. The Dean shall notify the Member in writing of the program of growth decided upon and the means of monitoring progress and success in that program.
- 9.8.9 All completed assessments, including programs of growth, shall be reviewed by the Member, who shall be provided at least five (5) days to append comment before the review is sent to the Provost. All completed assessments which have been reviewed by the affected Member shall be sent promptly to the Provost along with all materials reviewed and any comments by the Member's Faculty Committee on Renewal, Promotion, and Tenure. The Dean and the Provost will review the completed assessment and provide additional comments. A copy of the completed assessment and any appended comments by the Member shall be retained in the Member's official personnel file.
- 9.8.10 In the cases where areas of improvement are identified, fair and equitable steps will be taken to develop programs of growth. Programs of growth that address teaching and service shall run a minimum of one and one half (1½) years. Programs of growth that address professional activity shall run a minimum of three (3) years. If the Member fails to cooperate or follow the program of growth prescribed by the Faculty Committee on Renewal, Promotion, and Tenure and the Dean, the matter may be remanded to the process set forth in Article 18.0. Given the sanctity of Tenure, the loss of Tenure shall always be the last adverse action to be considered.
- 9.8.11 Professional assessments may be grieved on grounds of substance and procedure.

ARTICLE 10 ASSIGNMENT

10.1 Mission and Scope

- 10.1.1 It is recognized that the University has a tripartite mission of teaching, professional activity and service. The parties recognize the complexity of establishing faculty workloads as a means to satisfy the tripartite mission. The parties further acknowledge the importance of all three components of the tripartite mission and will be considered at all levels of the process and that assigned workload must be fair and equitable.
- 10.1.2 The College of Law workload standards are based upon the accreditation standards of the American Bar Association, membership requirements of the Association of

American Law Schools, and upon duties performed by a law school professor. The College of Law Faculty typically teach sixty (60) minutes per credit hour per week. The College typically has a sixteen-week semester.

10.1.3 Nature of Workload – All Law Faculty

10.1.3.1 The nature and scope of the obligations placed upon Law Faculty are in many relevant respects substantially different from those undertaken by most other faculty of the University.

10.1.3.2 Law Teaching Generally

10.1.3.2.1 Law teaching is intensive. The content of many courses can change dramatically as statutes and regulations are amended and as case law develops. Law Professors are expected to not only convey substantive knowledge, but also, through an interactive teaching method, develop the analytical skills of their students, along with a host of other professional skills including oral presentation and mutual respect.

10.1.3.2.2 Although all Law School courses involve the teaching and development of skills of synthesis and analysis, there are some courses involving additional instructional effort. When assigning workload, the Dean or designee will take into account assignment of courses that involve additional instructional effort.

10.1.3.3 Service Generally. Service includes service to the Law School, the University of Toledo, and the public community that is consistent with the College of Law's mission.

Due to the relatively small size of the Law Faculty compared to most undergraduate university faculties, a large burden of administration falls on each Law School Faculty Member. For example, Law Faculty members play a substantial role in admissions, academic advising, faculty and staff hiring, and alumni relations.

10.1.3.4 Law Faculty must also take on many University committee assignments, in addition to law school committee and service roles. For instance, the Law School must furnish two (2) faculty senators, one (1) UCAP representative, one Research Council representative, one (1) University Committee on Sabbaticals representative, two (2) Graduate Council representatives, and a University Assessment Committee Liaison. Law Professors also frequently serve on University-wide search committees. Given the relatively small size of the Law Faculty, this also places a higher burden on Law School Faculty.

10.1.3.5 Teaching in a professional school involves substantial career counseling of students. Moreover, employers often call law professors for recommendations on potential hires.

10.1.3.6 Law Faculty are also extensively involved as formal and informal advisors to national, state, and local law review commissions; drafters of national, state, and local legislation; and legal advisors to all levels and branches of government and to public interest entities. Law Faculty also serve on national, state and local bar association committees, on national and local committees devoted to legal education, and as speakers on continuing legal education programs and at conferences and workshops for law teachers. Law Faculty also contribute many hours of pro bono legal service for indigent and under-represented individuals, and they speak to and give legal advice and analysis to community groups and the media.

10.2 Work Year

10.2.1 For nine-month Faculty the work year shall consist of two semesters, including the week before the beginning of the academic year but not including scheduled holidays, Thanksgiving Break, Winter Break, and Spring Break. The Members of the College of Law shall cooperate with the Dean to ensure that all Members who are able to attend commencement do so.

10.2.2 Unless the Member and Dean or designee agree otherwise, final in-class examinations shall be given during the period of the semester set aside for such exams and not during the period set aside for instruction.

10.2.3 The Dean or designee shall consult with each Member of the unit prior to establishing each member's workload. The Dean or designee shall, by electronic communication, issue a draft workload to the Member. Each Member has five (5) days to request a modification of the assigned workload from the Dean or designee. The Dean or designee shall discuss the nature of the request for modification before the college process is complete. A copy of each Member's workload shall be available in the Dean's office for ten (10) days before transmittal to the Provost's office. After the ten (10) days have passed and the Dean or designee has made a final determination on all assignments the workloads shall be forwarded to the Provost for final approval.

10.3 Assignment – Tenured and Tenure-Track Faculty

10.3.1 Tenured and Tenure-Track Professors are expected to engage in Doctrinal Teaching, Scholarship, and Service.

10.3.1.1 Doctrinal Teaching. In addition to the general aspects of teaching described in Article 10.1.3.2, Doctrinal Teaching includes classroom

teaching, preparation, grading, office hours, student counseling, advising student law review papers, coaching interscholastic moot court teams, judging interscholastic moot court rounds and general research relating to the subject matter of the courses taught.

10.3.1.1.1 The College of Law has a strong commitment to its evening division. This commitment requires that each Faculty Member normally teach at least one course each year in the evening division. In order to teach a course in the evening, a Professor must be available for students for consultation in the evening as well as during the day.

10.3.1.1.2 Graduates of the College of Law must be prepared to pass the bar exam. As a result, the College must frequently offer intense courses covering bar tested subjects. Given that such courses must be offered both for day and evening students, Law Faculty Members are often asked to take on new courses so as to fill curriculum gaps, triggering additional preparation time.

10.3.1.1.3 Law School examinations are typically three (3) or four (4) hour examinations. Law School exams are designed to test analytical skills and substantive knowledge and require many hours to develop and grade. The largest portion if not exclusive content of many law school exams consists of student written essays (in response to questions) which cannot be graded by machine. Law Professors are expected to make themselves available to students to review exams and grades after the grades have been distributed.

10.3.1.1.4 It is also rare for a Law Professor to teach multiple sections of the same course in a given semester.

10.3.1.2 Scholarship. It is expected that each Tenured or Tenure-Track Faculty Member will spend significant time engaged in scholarly activities intended to lead to the publication of scholarly books, Law Review articles, or their equivalents on a regular basis. Factors such as higher than standard teaching or service loads may alter the expectations regarding publication, as will projects of greater length and complexity.

10.3.1.2.1 Publications will normally be books or Law Review articles that are substantial pieces of scholarship. They are usually creative contributions to legal literature and, as such, require substantial independent research and normally are heavily documented with extensive footnotes. Law Review articles also tend to be long; generally ranging between 40-70 published pages and 200-400 footnotes. Law Professors

typically present each paper at workshops on multiple occasions throughout the drafting and publication process. The purpose of such articles is to inform the teaching, practice, and development of the law. Due to the ever-changing nature of law, the research for such articles must be rigorous and is very time consuming. Indeed, research must continue right up to the date of publication.

10.3.2 Workload. The workload for Tenured and Tenure-Track Faculty shall be:

10.3.2.1 Teaching. Each Tenured and Tenure-Track Faculty Member shall be assigned an average teaching load of two courses per semester; one section of Advanced Research and Writing per semester; and one or more Law Review comments per year. It is acknowledged that students initiate requests for Law Review comments, and therefore a Faculty Member may not be approached in some years. Further adjustments in teaching assignment may be granted based upon specific justification presented by the Member to the Dean.

10.3.2.2 Scholarship. Each Tenured and Tenure-Track Faculty Member is expected to be an active scholar engaged in the regular generation of scholarship. An active scholar has at least one publication “in progress” at all times. Each Law Faculty Member is expected to produce one Law Review article of publishable quality or its equivalent per year when Fellowship funding is available, or, in its absence, one (1) Law Review article of publishable quality or its equivalent every two (2) years.

10.3.2.3 Service. Each Tenured and Tenure-Track Faculty Member shall participate in service activities at the College and in the profession, including service on two or more law school committees, and, for Tenured Faculty, chairing at least one of those committees or taking on an equivalent service role relating to a College or University Program.

10.4 Assignment – Non-Tenure Track Faculty

10.4.1 Clinical Faculty (Non-Tenure Track)

10.4.1.1 Clinical faculty are expected to engage in Clinical Teaching, Lawyering, and Service.

10.4.1.2 Clinical Teaching. Each Clinical Faculty Member is expected to engage in clinical teaching, which, in addition to the general aspects of teaching described in Article 10.1.3.2, includes active supervision of groups of students and individual students in carrying out the lawyering skills that are part of the student’s clinical work. It also includes:

- A) Instilling in students the habits of careful research, rigorous analysis, thorough preparation, and honest self-criticism;
- B) Teaching clinic seminars in substantive and procedural areas of law and in simulation of lawyering skills; and
- C) Familiarity with relevant literature about substantive law and lawyering skills, as pertinent to the work done in the clinic. Teaching includes classroom teaching, preparation, evaluating, office hours, student counseling, and general research relating to the subject matter of the courses taught.

10.4.1.3 Clinical Faculty engage in student contact far beyond the hours per week spent in class. Additionally, Clinical Faculty’s teaching load is limited by the number of client cases or fieldwork that a Faculty Member can responsibly supervise (including the limitations imposed by clinical faculty’s applicable professional regulations as licensed attorneys).

10.4.1.4 Lawyering. Lawyering includes written and oral advocacy, trial preparation and presentation, planning, client counseling, and negotiation; it requires an application of knowledge of professional responsibility and ethical conduct and an understanding of the dynamics and interrelationships among attorney, client, adversary, and the court system.

10.4.2 The workload for Non-Tenure Track Clinical Faculty at the College of Law is:

10.4.2.1 Teaching. Each Non-Tenure Track Clinical Faculty Member shall be assigned one (1) section of a clinical course with a classroom component and one (1) section of an “advanced” clinical course, per semester.

10.4.2.2 Lawyering. Each Non-Tenure Track Clinical Faculty Member is expected to engage in lawyering, which may include trial preparation and presentation, planning, client counseling and negotiation, and development of continued understanding of the legal system.

10.4.2.3 Service. Each Non-Tenure Track Clinical Faculty Member is expected to participate in service activities at the College and in the profession, including service on two (2) or more Law School committees.

10.5 Assignment – Legal Writing Faculty (Non-Tenure Track)

10.5.1 Legal Writing Faculty (Non-Tenure Track)

10.5.1.1 Legal Writing Faculty are expected to engage in Teaching and Service.

10.5.1.2 Teaching. Each Legal Writing Faculty Member is expected to engage in Legal Research and Writing Teaching (“LRW”), which in addition to the general aspects of teaching described in Article 10.1.3.2, includes classroom teaching, preparation, grading, office hours, student

counseling, judging interscholastic moot court rounds and general research relating to the subject matter of the courses taught. LRW instruction is uniquely intensive, with extensive critiquing and, in some cases, grading, of multiple research and writing assignments and oral advocacy presentations as well as mandatory one-on-one conferencing with students outside of class. LRW writing assignments are lengthy, ranging from 10-25 pages. It is expected that written feedback is provided on all writing assignments in a semester. At-risk students are required to take *Advanced Legal Analysis*. *Advanced Legal Analysis* instruction is also intensive with extensive critiquing and mandatory one-on-one conferencing.

10.5.1.3 The College of Law has a strong commitment to its evening division. This commitment requires that each Legal Writing Faculty Member regularly teach at least one (1) course in the evening division. In order to teach a course in the evening, a Professor is expected to be available for students for office consultation until late in the evening as well as during the day.

10.5.2 The workload of Non-Tenure Track Legal Writing Faculty at the College of Law is:

10.5.2.1 Teaching. Each Non-Tenure Track Legal Writing Faculty Member shall be assigned two (2) sections of Lawyering Skills I, II, or Advanced Legal Analysis, or the equivalent courses per semester.

10.5.2.2 Service. Each Non-Tenure Track Legal Writing Faculty Member is expected to participate in service activities at the College and in the profession, including service on two (2) or more Law School committees.

10.6 Other Non-Tenure Track Faculty. The workload for other Non-Tenure Track Faculty will be determined upon the creation of a proposed Non-Tenure Track position that does not fall within the definition of Clinical or Legal Writing Faculty.

10.7 Variations, Release Time, and Equity

10.7.1 The Dean or designee is responsible for making appropriate adjustments to individual Faculty workloads. When adjustments to workload are made as a result of this provision of the Agreement, they shall be documented in writing, and reflected in the Faculty Member's workload assignment document. Exceptions to the standard workload may be made based on considerations such as the following:

10.7.1.1 Instruction. Exceptions from the standard instructional load may be based upon a number of factors, including but not limited to number of credits per course; class size; development of new courses; modality of instruction; and complexity of subject matter.

- 10.7.1.2 Law School Administration. Assumption of responsibility for the functions of Associate Dean for Academic Affairs, Diversity & Inclusion, or Faculty Research and Development (or, if applicable, Student Affairs or other full-time or part-time administrative appointments), will require reduction of expectations for service, scholarship and instruction. Adjustments in instruction may also be made for Directors of programs and other Faculty Members who assume unusually heavy administrative responsibilities. The magnitude of such reductions will be dependent on the scope of administrative responsibilities.
- 10.7.1.3 Service. Assignment of additional time in areas of service and consequent reduction of expectations for scholarship or instruction should be directly related to the duration and the extent of the commitment. For example, individual Faculty Members may be released from the standard expectation in the areas of scholarship (if applicable) or instruction in order to make major professional service contributions, such as serving as reporters for major law reform projects.
- 10.7.1.4 Scholarship. For Tenured and Tenure-Track Faculty, the quantity and/or quality of scholarship in the previous two years may be the basis for variations from the standard instructional or service load.
- 10.7.2 Annual Faculty workload documents, annual faculty merit evaluation reports (if any), and any information, including comparative data, related to same, which are public records shall be made easily available to Members.
- 10.7.3 If unforeseen events should occur during the year, a Member's Assignment may be modified.
- 10.7.4 All Faculty are expected to be available to meet their obligations and confer with their students in their offices outside of class, unless otherwise approved by the Dean or the Dean's designee based on class modality. Each Member shall be required to hold office hours appropriate to their academic discipline. Each Member shall schedule, post, and keep five (5) office hours per week each semester they are teaching.

ARTICLE 11 INSTITUTIONAL ENVIRONMENT

- 11.1 An adequate working environment and supporting services are necessary for effective teaching, learning and research.
- 11.2 The Employer recognizes the importance of library systems and resources, both physical and virtual, responsive to faculty and student needs consistent with standards of quality recognized at the national level by the American Bar Association and the Association of American Law Schools.

- 11.3 The Employer recognizes the importance of an adequate budget at the College of Law for supplies and equipment.
- 11.4 The Employer recognizes the importance of adequate support personnel providing services within the College of Law.
- 11.5 Members are encouraged to participate in activities that enhance their professional development. The Employer recognizes the importance of providing adequate funds for travel and development.
- 11.6 The Employer recognizes the importance of providing financial support for Faculty research.

**ARTICLE 12
COMPENSATION**

12.1. 2021-2022 Wages

12.1.1. Each 1.0 FTE Tenured, Tenure-Track Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2021 and still employed on August 20, 2021, shall receive an equal across-the-board increase to base salary, the amount of which shall equal \$115,000.00 divided by the number of Members eligible for the increase.

12.1.2. Each 1.0 FTE Clinical Faculty and Legal Writing Faculty Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2021 and still employed on August 20, 2021, shall receive a twenty percent (20%) market increase applied to their 9-month base salary.

12.1.3. A one-time historic catch-up lump sum payment of Five Thousand Dollars (\$5,000.00) will be paid to each UT-AAUP-COL Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2021 and still employed on August 20, 2021. Said payment will be made no later than thirty (30) days after execution of the Agreement.

12.2. 2022-2023 Wages

12.2.1. An amount of two percent (2%) of the Tenured, Tenure-Track Bargaining Unit Member base salary total as of July 1, 2022 shall be allocated as follows:

12.2.1.1. Each 1.0 FTE Tenured, Tenure-Track Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2022 and still employed on August 20, 2022, shall receive a one percent (1%) base salary increase.

12.2.1.2. An amount equivalent to the total amount paid in 12.2.1.1. shall be placed into a merit pool for allocation pursuant to Article 12.2.2.1. To be eligible for a merit pool increase, the Tenured, Tenure-Track Bargaining Unit Member must be employed as a Member of the Bargaining Unit on March 31, 2022.

12.2.2. For years beginning with Academic Year 2022-2023 of the term of this Agreement, the Tenure Track Faculty have negotiated to have half of their total increases to compensation paid as an equal percentage increase to base and half paid as a merit raise based on the provisions of this Article. The Clinical Faculty and Legal Writing Faculty have negotiated to have all their increases to compensation paid as an equal percentage increase to base. It is the intent of the parties that the allocation of funds for raises between equal percentage increases to base and merit shall be decided for each faculty type during each successive collective bargaining process and shall be applicable to the entirety of the term of such agreement.

12.2.2.1. Merit Raise Pool – Tenure and Tenure-Track Faculty

When the University must contractually place money into a merit raise pool under Article 12, the College of Law Advisory Committee on Compensation ("COLACC") shall meet for the purpose of making a written recommendation to the Law School Dean on the distribution from the merit raise pool to be made to each eligible 1.0 FTE Tenure and Tenure-Track Faculty Member ("Eligible BU Member").

An Eligible BU Member is one who was eligible to receive a base salary increase under Article 12 in the fiscal year of the applicable merit raise pool. The COLACC shall consist of four (4) Tenure and Tenure-Track Faculty Members chosen by lot in a process jointly administered by the Dean and the UT-AAUP-COL. For the first year of this Agreement, two (2) Members shall be appointed for one-year terms and two (2) shall be appointed for two-year terms. Thereafter, two (2) Members shall be appointed each year for two-year terms. The pool for such lottery shall consist of all Tenure and Tenure-Track Faculty Members except: (a) those who served as Associate Dean of Academic Affairs during the time period subject to the merit review; (b) those who are untenured and in their first three years of service at the College of Law; and (c) those who completed service on the committee within four (4) years of commencement of the term for which the selection is being made, unless there are not a sufficient number of eligible candidates who have not served within the prior four (4) years. Notwithstanding the foregoing, any untenured Tenure-Track Faculty Member may elect not to serve on COLACC.

A COLACC member who is unable to serve a full term shall be replaced using the same lot method and shall serve of the remainder of the original member's term.

The COLACC shall make a written recommendation to the Law School Dean for each Eligible BU Member on a scale of 1-10. Ten (10) shall represent the highest score and one (1) the lowest score. After review of the COLACC written recommendation, the Law School Dean shall meet with the members of the COLACC to discuss their recommendations and shall thereafter determine the merit score for each Eligible BU Member.

The Law School Dean will notify the COLACC of the final merit score for each individual no later than May 1st of the fiscal year prior to the fiscal year in which a merit raise pool is to be distributed. Concurrently with said notification, the Dean shall notify each Eligible BU Member of their personal merit score.

Members shall have the right to request, in writing, within ten (10) days of receipt of their merit score, that the Dean and the COLACC reconsider the merit score. The Dean and the COLACC shall meet with the Member who requested reconsideration within ten (10) days, and the Dean and the COLACC shall attempt to reach agreement on the appropriate merit score. Any such agreement shall be final and binding on the Member. If the Dean and the COLACC are unable to agree on an appropriate score after said consultation, the score proposed by the Dean shall be binding on the Member provided it is within one (1) point of the score recommended by the COLACC. For example, if the Dean proposes a score of six (6) and the COLACC proposes a score of seven (7), the Dean's proposed score would be within one (1) point of the score recommended on COLACC and would be binding on the Member. In the event they are unable to agree, and the Dean's proposed score is not within one (1) point of the score recommended by the COLACC, then the COLACC score will apply. Merit scores are not grievable.

Once all requests for reconsideration have been heard and the Dean has made the final determination regarding merit scores, in accordance with this Article, for all eligible members, each eligible member will be notified of the monetary amount of their merit raise. The Merit Raise Pool for that year shall be distributed in its entirety concurrently with the Base Raise for that year. Each eligible member's merit raise monetary amount will be calculated as follows:

Add all Eligible Faculty Members' merit scores ("Sum"). Next, calculate the percentage of the Sum allocable to each Member's merit score ("Percentage"). Then, use each Member's Percentage to calculate the monetary amount due the Member of the total available merit raise pool. E.g., If there were only two (2) Eligible Faculty Members and one scored 4 and the other scored 6, then the Sum equals 10. The Member scoring 4 has a 40% Percentage and the Member scoring 6 has a 60% Percentage. If the Merit Pool is \$1,000, then the Member with the 40% Percentage receives \$400 and the other Member with the 60% Percentage receives \$600.

12.2.3. Each 1.0 FTE Non-Tenure Track Faculty (i.e., Clinical Faculty and Legal Writing Faculty) Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2022 and still employed on August 20, 2022, shall receive a two percent (2%) base salary increase applied to their 9-month base salary.

12.3. 2023-2024 Wages

12.3.1. An amount of two percent (2%) of the Tenured, Tenure-Track Bargaining Unit Member base salary total as of July 1, 2023 shall be allocated as follows:

12.3.1.1. Each 1.0 FTE Tenured, Tenure-Track Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2023 and still employed on August 20, 2023, shall receive a one percent (1%) base salary increase.

12.3.1.2. An amount equivalent to the total amount paid in 12.3.1.1 shall be placed into a merit pool for allocation pursuant to Article 12.2.2.1. To be eligible for a merit pool increase, the Tenured, Tenure-Track Bargaining Unit Member must be employed as a Member of the Bargaining Unit on March 31, 2023.

12.3.1.3. The Merit Pool procedure described in 12.2.2.1. will apply to the distribution of the 2023-2024 merit pool.

12.3.2. Each 1.0 FTE Non-Tenure Track Faculty (Clinical Faculty and Legal Writing Faculty) Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2023 and still employed on August 20, 2023, shall receive a two percent (2%) base salary increase applied to their 9-month base salary.

12.4. Timing of Increases. All increases provided in sections 12.1 through 12.3 will be applied after a member's promotional increase has been applied to a Member's annual base salary.

12.4.1. Under Sections 12.1, 12.2, and 12.3 Members of the Bargaining Unit shall receive their salary increases effective at the start of the fiscal year (July 1), each year.

12.5. Overload

12.5.1. Overload compensation for teaching will be offered only when the Bargaining Unit Member receiving the overload has provided evidence that the Member has met the workload expectations assigned in the previous two (2) years and the Associate Dean for Academic Affairs certifies that the Member's workload for the semester is being fulfilled.

12.5.2. The Dean will determine the compensation for any overload assignment. Overloads shall be voluntary.

12.6. Summer Assignment and Compensation

12.6.1. When College needs and available resources provide opportunities for summer employment, the Dean or the Dean's designee shall assign full-time Faculty who are qualified to teach and indicate a willingness to teach prior to offering the course to visiting or part-time Faculty.

By October 1, of each academic year, Faculty shall submit to the Dean or designee a list of courses they are both qualified and willing to teach during the summer term if said courses are offered during the summer term. The Dean or designee shall assign summer teaching to full-time UT-AAUP-COL Faculty based on the summer teaching requests of the Faculty. Such courses shall first be assigned to a Faculty Member who ordinarily teaches that type of course (so doctrinal teaching shall first be offered to Tenured and Tenure-Track Faculty, clinical teaching shall first be offered to Clinical Faculty and LRW teaching shall first be offered to Legal Writing Faculty), after which they shall be offered to all other Members of the Faculty who have not already been assigned a course for the summer, have not been granted a Summer Research Fellowship or are not Named Professors. In the event the College still has need of additional summer teaching after following this procedure, any remaining courses shall be assigned to a Faculty Member who ordinarily teaches that type of course without regard to whether the Faculty Member is already teaching a summer course or receiving a Summer Research Fellowship or is a Named Professor, and if any summer teaching needs still remain, they shall be offered to all other members of the Faculty.

12.6.2. If a course assigned to a Bargaining Unit Member is cancelled, the Bargaining Unit Member has no right to be assigned an alternative course and no right to bump other UT-AAUP-COL Bargaining Unit Members or non-Bargaining Unit Members from their assigned course, except that if the Dean or his/her designee fails to offer the course to full-time Faculty prior to offering the course to part-time Faculty, the full-time Faculty has the right to bump the part-time Faculty from being assigned the course.

- 12.6.3. Compensation for summer teaching will be Five Thousand Two Hundred Three Dollars and Thirty-Three Cents (\$5,203.33) per credit hour for the course taught.
- 12.6.4. Bargaining Unit Faculty shall be compensated for summer on a course-by-course basis (not including independent study, advanced research and writing, Law Review notes, and the like) at the per semester credit hour rate set out in this section.
- 12.6.5. This section does not preclude summer compensation from grants, endowed chairs, contracts, or other non-teaching activities.
- 12.6.6. Any Assistant, Associate or Full Clinical Professor who carries a full-time case load during the summer shall receive a stipend of \$12,750 for work during the summer. In the event a Clinical Professor carries less than a full-time case load during the summer, such Member shall meet with the Dean to determine the appropriate amount of compensation based on the proportion the actual case load bears to a full-time case load.
- 12.7. The Employer reserves the right to adjust a Member's salary beyond the negotiated levels to retain the Member and/or to counter bona fide offers of employment. Funds for such increases shall come from outside of those negotiated within this Agreement. When such an adjustment is proposed, the Dean or his/her designee will provide UT- AAUP-COL with written notice of the proposed adjustment and/or evidence of a bona fide offer to the affected Member before any decision is finalized by the Dean or his/her designee. Prior to approval, an adjustment by the Dean must be approved by the Provost.
- 12.8. A Tenured, Tenure-Track Member promoted in academic rank shall receive an increase to annual base salary on the effective date of the promotion as follows:

2021-2022 through 2023-2024 Academic Years	
To Associate Professor	10% or \$10,000 whichever is greater
To Full Professor	10% or \$10,000 whichever is greater

- 12.9. The Parties agree that no Clinical Faculty or Legal Writing Faculty will be eligible for promotion during the term of this Agreement. The Parties will develop College Elaborations with robust promotional criteria for Clinical Faculty and Legal Writing Faculty during the term of this Agreement. The promotional increase amounts for such faculty will be negotiated in the successor negotiations.

If a Clinical Faculty or Legal Writing Faculty Member is hired during the term of this Agreement, the offer shall list the promotional amount as \$5,000.00, which amount shall be increased to reflect any agreed promotional increases above this amount. The Parties agree that for anyone hired on or after July 1, 2024, this promotional amount will reflect

the amount set through negotiations for the successor collective bargaining agreement between the University and UT-AAUP-COL.

2021-2022 through 2023-2024 Academic Years	
To Associate Professor	To be determined
To Full Professor	To be determined

Given that Clinical Faculty and Legal Writing Faculty Members do not currently have ranks associated with their positions, the Parties agree that upon ratification of this Agreement all such current Faculty Members shall be deemed to be Established Full Professors, as such terms are used in this Agreement without increases based on being promoted.

- 12.10. The University, at its discretion, may grant retirement incentive benefits at any time outside the scope of the Article or in addition to the maximum annual University contribution. These benefits will be granted only upon the written agreement of the Bargaining Unit member, the College Dean, the Senior Director of Faculty Labor Relations and the Provost.
- 12.11. For the Summer terms coinciding with the duration of this Agreement, the University will provide a Summer Research Fellowship (“Fellowship”) in the amount of \$12,750.00 for each Tenure, Tenure-Track Bargaining Unit Member who meets the eligibility qualifications in this Article. Named Professors and those teaching summer courses are ineligible for a Summer Research Fellowship, except as provided in Article 12.6.1.

An eligible Tenure, Tenure-Track Bargaining Unit Member must notify the Dean or his/her/their designee by October 15th of the calendar year prior to the Summer in which the Fellowship is to be received of the Member’s intent to receive a Fellowship (“Fellowship Request”). The Fellowship Request should include a description of the project, a proposed schedule for completion of the work, and plans for publication. Each Fellowship Request is recognized as containing a commitment by the Member to devote the equivalent of two months of full-time work during the Fellowship period on scholarly activities in order to produce a scholarship of publishable quality.

Should the Dean determine to deny a Fellowship Request in accordance with this Article, he/she/they will notify the Tenure, Tenure-Track Bargaining Unit Member of the denial and the reasons for the denial prior to the announcement of Fellowship recipients to the full Faculty.

Each Fellowship recipient should acknowledge the assistance provided by the University of Toledo College of Law in any resulting publication.

A qualifying member may receive only one Fellowship per article, or equivalent, they author. Because of the timing of the Law Review submissions cycle, a qualifying member may provisionally qualify for a next Fellowship by completing a submission-ready draft of the article, or equivalent, for which the previous Fellowship was awarded. To be eligible for payment of the Fellowship funds, the last Fellowship received by the Member must

have resulted in a work of scholarship that has been accepted for publication two weeks prior to the first scheduled disbursement date of that year's Fellowship funds. The Dean may waive this requirement. If acceptance for publication has occurred, the Member may continue to seek alternative opportunities for publication to improve the placement of the work.

A qualifying member may receive two Fellowships for work on a single book, provided that the Tenure, Tenure-Track Bargaining Unit Member has made substantial progress toward completion of the book subsequent to the award of the first Fellowship. Although a Tenure, Tenure-Track Bargaining Unit Member generally may not receive more than two Fellowships for the same book, this latter limitation may be waived by the Dean of the COL or the Dean's designee for works of unusual length or complexity.

If the College of Law is required to reduce its budget by \$575,000.00 or more in a fiscal year and there is a deficit in the general fund budget for that year, then the Dean may eliminate all, but not less than all, of the Fellowships for that year. In the next fiscal year and for such successive years as necessary until the Fellowships have been restored, the Dean shall restore the Fellowships if there is sufficient funding in the College of Law's budget in that fiscal year, other than restricted revenue.

Restoration of Fellowships shall have the highest budget priority other than with regard to critical need.

In the event Fellowships are eliminated after summer teaching assignments have been made for the forthcoming summer, any Tenure, Tenure-Track Faculty Member who had notified the Dean of their intent to receive a Fellowship and who provisionally qualified for such ("Qualified Bumpers"), as such concepts are set forth in this section, shall have the right to bump any person scheduled to teach a doctrinal course scheduled to be taught by anyone other than another Tenure, Tenure-Track Faculty Member who is not a Named Professor ("Bumpee"). If more than one Bumpee could potentially be bumped pursuant to this paragraph, the Associate Dean for Academic Affairs shall have discretion in deciding who should be so bumped giving due regard teaching specializations of the Qualified Bumpers. If more Qualified Bumpers than Bumpees exist, preference shall first be given to those who ordinarily teach the course to be bumped into and if that does not fully resolve the matter (either because more than one Qualified Bumpers teaches the course in question or because none of the Qualified Bumpers teach such course), preference in bumping shall be awarded to the Qualified Bumper(s) with the lowest base pay.

The Parties agree that within one (1) year of ratification of the Collective Bargaining Agreement, the College of Law will update and amend its current rules on summer research funding to be consistent with this Agreement. The updated and amended rules will follow the terms and principles denoted above.

Clinical and Legal Writing Members generally are ineligible to receive Fellowships. For the term of this Agreement, however, the Dean may, on a trial basis and at the Dean's sole discretion, offer Fellowships to Clinical and Legal Writing Members as the budget permits.

The Dean shall notify Clinical and Legal Writing Members by October 5th of any available Fellowship(s). The Member must notify the Dean by October 15th of the Member's application for available Fellowship(s) and the terms of this Article shall apply to any Fellowship granted. Clinical faculty may not receive both a Fellowship and a Summer stipend for maintaining an active caseload. Where there are more applicants than available Fellowships, a Clinical or Legal Writing Faculty member who received a Fellowship in a prior year will not be eligible that year.

- 12.12. The Employer will maintain the current College of Law policy and procedure regarding faculty development funding, except that Non-Tenure Track Faculty (Clinical and Legal Writing Faculty) will be eligible to participate on equal footing in the application of that policy.

If the College of Law is required to reduce its budget by \$175,000.00 or more in a fiscal year, then the Dean may eliminate or diminish the amount of Professional Development funding for that year. In the next fiscal year and for such successive years as necessary until the Professional Development Funds have been restored, (and provided Fellowships have been restored, if applicable), the Dean shall restore Professional Development funding if there is sufficient funding in the College of Law's budget in that fiscal year, other than restricted revenue.

- 12.13. Extra Compensation

- 12.13.1. Extra Compensation for externally funded research/grants shall follow the principles of this section and are to apply the standards established in 2 C.F.R. § 200 and 220, et seq. A Member who performs work on sponsored agreements during the faculty member's regular contract term is compensated by his/her/their regular contract compensation. Compensation for work performed on sponsored agreements during all or any portion of such period are not to exceed the Members base salary rate. In no event will charges to sponsored agreements, irrespective of the basis of computation, exceed the proportionate share of the base salary for that period.

Except as otherwise specified for teaching activity, charges for work performed by Members on sponsored agreements during the summer months or other period not included in the base salary period will be determined for each Member at a rate not in excess of the base salary divided by the period to which the base salary relates. The base salary period used in computing charges for work performed during the summer months will be the number of months covered by the Member's official academic year appointment.

The principles of 2 C.F.R. § 200 and 220, et seq. shall apply to all sponsored agreements/grants funded. Notwithstanding 12.13.2., a Member can receive extra compensation that exceeds his/her/they base salary rate so long as the extra compensation is approved by the granting agency, does not exceed 20% of the

Member's base salary and the extra compensation is less than the amount given in stipend and/or graduate student support on the grant.

12.13.2. As recognition for extraordinary research efforts, Bargaining Unit Members who obtain initial grant activity payable to the University in an academic year shall receive a stipend in the form of a one-time payment, at the conclusion of the grant and successful acceptance of the final report by the funding agency, based on the aggregate level of the initial awards that year. In the event the Bargaining Unit Member may obtain more than one (1) award in any academic year, the stipends shall be as follows:

- Bargaining Unit Faculty who procure initial grant support from \$250,000 to \$500,000, exclusive of indirect costs, shall receive \$2,500 per award.
- Bargaining Unit Faculty who procure initial grant support greater than \$500,000 to \$1,000,000, exclusive of indirect costs, shall receive \$5,000 per award.
- Bargaining Unit Faculty who procure initial grant support greater than \$1,000,000 to \$1,250,000, exclusive of indirect costs, shall receive \$10,000 per award.
- Bargaining Unit Faculty who procure initial grant support greater than \$1,250,000 to \$1,500,000, exclusive of indirect costs, shall receive \$12,500 per award.
- Bargaining Unit Faculty who procure initial grant support greater than \$1,500,000 to \$2,000,000 and above, exclusive of indirect costs, shall receive \$15,000 per award.

In the case of multiple principal investigators, the stipend shall be distributed among them based on the percentage of effort documented in the University transmittal form.

12.13.3. In the event a Bargaining Unit Member receives a national or international prestigious award in a category recognized by the Lombardi Center, or as otherwise determined by the University, the Bargaining Unit Member, as recommended by the President and approved by the Board of Trustees, shall receive at least \$2,500 in the form of a lump sum payment to be paid within sixty (60) days after the date of receipt of the award.

ARTICLE 13
HEALTH CARE BENEFITS

- 13.1 The University will provide Bargaining Unit Members with the same insurance benefits consisting of the group medical, pharmacy, dental and vision plans, co-pays and deductibles as provided to members of the UT-AAUP Tenure-Tenure Track bargaining unit.
- 13.2 A Bargaining Unit Member participating in health care benefits will be responsible through payroll deduction on a pretax basis pursuant to the University's Section 125 Employee Benefit Plan to pay a contribution of 20% of the University's total monthly premium cost for any plan the Bargaining Unit Member selects, or such amount as is actually provided to members of the UT-AAUP Tenure, Tenure-Track bargaining unit if it is a different contribution percentage.
- 13.3 Employees who are covered under the University's health care policy and go on an unpaid leave of absence may elect to continue their benefits by paying 100% of the monthly premium. Health benefits for unpaid leaves of absence covered under Family and Medical Leave may be continued by Employees paying their regular monthly employee contribution amounts for up to twelve (12) weeks in a twelve-month period, based on remaining eligibility.
- 13.4 SPOUSAL HEALTH CARE ELIGIBILITY
If a spouse has accessibility to medical insurance through their employer, they must enroll in that plan as primary for a minimum of single coverage and may stay on the University plan as secondary, unless the selected University plan expressly provides otherwise. Additionally, if the working spouse makes \$25,000 or less per year annually and health insurance through their employer would cost them more than \$75 / month for a single plan/employee contribution, they may be carried on the University plan as primary. No employee may be simultaneously covered as an employee and a dependent / spouse on the University's health care plan; nor can an individual be covered as a dependent/spouse on more than one (1) University plan.
- 13.5 FLEXIBLE SPENDING ACCOUNTS
Eligible employees may participate in a flexible spending account plan for out-of-pocket medical expenses and/or dependent care assistance expenses.
- 13.6 PRESCRIPTION PLAN
The prescription plan is bundled with a Medical plan, meaning the pharmacy benefit can only be accessed if the employee has enrolled in a University plan.

13.7 HEALTH CARE ELIGIBILITY FOR CERTAIN DEPENDENTS

Members who elect coverage through the University may also elect coverage for their dependents who are of ages 19 to the age required by State or Federal law (currently age 28). Persons who are dependents to Members because of disability may be covered under the Member's health plan as a "dependent" regardless of age or student-status.

13.8 HEALTH CARE INFORMATION

The UT-AAUP shall be provided utilization information and all non-protected, nonconfidential, health (PHI) information on all plans a semi-annual basis.

13.9 EMPLOYEE ASSISTANCE PROGRAM

The Employer recognizes the value of employee assistance programs and will continue to provide an employee assistance program for University employees for the duration of this agreement.

**ARTICLE 14
OTHER BENEFITS**

14.1 LIFE INSURANCE

The Employer will continue to provide Members with term life and accidental death and dismemberment insurance at no cost to the Member as follows:

1.0 FTE, 9-month Employees will be covered in the amount equal to 2.5 times their salary, rounded up to the next \$1,000, up to a maximum of \$350,000 coverage.

Supplemental and dependent life insurance may be purchased at group rates, if offered by the Provider.

14.2 RETIREMENT

Members will continue to be enrolled in either:

14.2.1 The State Teachers Retirement System (STRS) as per statute. Employee contributions will continue to be "picked up" from the Member's pay and paid to the retirement system on a pre-tax basis; or

14.2.2 (For Members eligible based on hiring date who timely elected under the terms of the plan) in an alternative retirement plan, authorized by law and adopted by the Board of Trustees pursuant to statute. Contributions to such alternative plan will be governed by the terms of the alternative plan adopted by the Board.

14.3 TAX SHELTERED ANNUITIES The Employer agrees that, pursuant to Internal Revenue Code (I.R.C.) Section 403(b), and subject to the restrictions and limitations outlined below, a member may enter into a salary reduction agreement pursuant to which the member will

agree to have a reduction in the Member's salary and the Employer will forward the amount equal to the reduction in the Member's salary to an annuity contract or custodial account that is qualified under I.R.C. Section 403(b). The following restrictions and limitations apply with respect to such matters:

14.3.1 The Employer may restrict the timing of the Member's salary reduction elections to comply with the requirements of federal tax laws. Each Member must enter into a written salary reduction agreement which is provided by the Employer.

14.3.2 Members are responsible for limiting the amount of their contributions to the maximum amount that, under the federal tax laws, may be tax-deferred in any year. The Employer may, but is not required to, restrict or limit contributions on behalf of the Members to the extent that it believes that the total contributions for a Member will exceed the maximum tax-deferral limits in effect for any year.

14.3.3 Members may utilize only tax-incentivized 403(b) plans offered by the University in accordance with applicable law.

14.4 TUITION WAIVER. Members as well as spouses and dependents shall be eligible for the educational benefits provided by the Educational Assistance and Tuition Waiver Policy 3364-25-35 and the Institutional Aid Policy 3364-30-53. Should the University policies referenced above be changed, the UT-AAUP-COL will be notified at least 30 days in advance of the effective date of said changes and the University will meet to negotiate the change(s) if so requested, provided further that modifications offering greater benefits shall be available to the Members pursuant to said policies. Should agreement not be reached, the University and UT-AAUP-COL will submit the last proposal of each to expedited binding arbitration. The Parties will split the costs of the arbitrator, who shall be selected pursuant to Article 20. The arbitrator shall issue a written decision within seven (7) days of presentation of the case by the Parties, which shall be final and binding.

14.5 PARKING. The Employer will provide Members the option to purchase an on-campus parking permit. The charge for this privilege may be paid via payroll deduction.

14.6 RECREATION/PHYSICAL FITNESS FACILITIES. For purposes of this Article 14.6, all aspects of this article, including its terms, conditions and scope, shall be applied to members of the UT-AAUP-COL in the same manner as Article 14.7 of the UT-AAUP-TT CBA. If the UT-AAUP-TT CBA language is modified, it will be applied to the UT-AAUP-COL bargaining unit and they will be treated in the same manner.

14.7 PAY OPTIONS. The Employer will provide full-time, 9-month faculty with the option of receiving their academic year salary on a 26 (27 every 10th year) bi-weekly pay plan. The employer has the right to migrate Faculty from a bi-weekly pay cycle to a monthly pay cycle. In the event the employer migrates to a monthly pay cycle, faculty pay will be issued

on or around the last day of the month. Regardless of pay cycle 9-month faculty will have the option of receiving their academic year salary on either a monthly 9-month pay plan or a monthly 12-month pay plan.

- 14.8 DIRECT DEPOSIT. The Employer will provide for automatic direct deposit from a Member's paycheck in a bank or credit union account via the Financial Institution Clearing House with a limit of two (2) such deposits per paycheck. Upon ratification Members will be required to use direct deposit.
- 14.9 DISABILITY INSURANCE. The Employer will cover Members with long-term disability insurance. Said insurance will directly cover those enrolled in the Alternative Retirement Plan. Said insurance shall "wrap-around" similar coverage provided by the State Teachers Retirement System. Said insurance will provide, after 180 continuous calendar days of disability or the exhaustion of the employee's sick leave, whichever occurs later, 70% of base salary until the disability is removed, upon death, or the date the Member's current earnings exceed 80% of their indexed pre-disability earnings, or exhaustion of the maximum benefit period, whichever occurs first. When the Member becomes eligible to draw upon this insurance benefit, the Member will no longer be an employee of the University unless the insurance policy otherwise defines benefit eligibility.
- 14.10 PROFESSIONAL LIABILITY INSURANCE. The Employer shall maintain, for the life of this Agreement, liability insurance coverages in effect on June 30, 2021, or equivalent.
- 14.11 TICKETS TO UNIVERSITY EVENTS. The Employer shall, for the life of this Agreement, maintain its policy of allowing Members to purchase up to two tickets to any single UT athletic event or two season tickets at half-price.
- 14.12 BENEFITS INFORMATION. Members shall be granted access to all benefit programs available to them as determined by the University's current and applicable employee benefit eligibility rules. Faculty should consult the Human Resources website or the University's portal.

ARTICLE 15 LEAVES

15.1 PAID LEAVE

15.1.1 Sick Leave

15.1.1.1 Members shall earn sick leave at the rate of 0.575 days for each completed bi-weekly period of service in pay status. There is no limit on the amount of sick leave that may be accumulated.

15.1.1.2 Members who retire with ten (10) or more years of service with the University, or die, shall be paid for up to thirty (30) days of accumulated

and unused sick leave if employed by the University before July 1, 1993 or for up to twenty (20) days of accumulated and unused sick leave if employed on or after July 1, 1993.

- 15.1.1.3 Members shall use sick leave for absence due to personal injury, illness (including maternity related disability and adoption of pre-school children) and exposure to contagious disease which could be communicated to other employees and for serious illness or injury to a member of the member's immediate family defined as spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of parent (in loco parentis). It is the Member's responsibility to timely report absences to the employer using the process defined by the employer. In the rare instant when a Member is unable or fails to report absences in a timely manner the Member's Associate Dean for Academic Affairs may report the absence on the Member's behalf. When the Associate Dean reports the absence, the Associate Dean must simultaneously notify, in writing, the Employer's Designee and the UT-AAUP-COL.
- 15.1.1.4 The Federal Family and Medical Leave Act of 1993 (FMLA), as amended, shall be followed. If the Member's use of sick leave described in section 15.1.3 qualifies as an FMLA leave, the sick leave and the FMLA will run concurrently.
- 15.1.1.5 Members on paid sick leave will receive their regular compensation during the period of leave, including any salary increases, promotions, awards of tenure, or any other rights which they would have received had they not been on sick leave.
- 15.1.1.6 When a Member is unable to report to work the member shall promptly notify the Associate Dean for Academic Affairs or designee and, if possible, indicate an expected time of return.
- 15.1.1.7 When absence has exceeded fifteen (15) consecutive calendar days the Member, as a condition of returning to work, shall present a release from the Member's personal physician or Advanced Practice Registered Nurse (APRN), stating that the Member is fit to return to work, to the Employer's Designee. The Employer's Designee may confirm said release with Member's personal physician or Advanced Practice Registered Nurse.
- 15.1.1.8 Members seeking to utilize sick leave shall not routinely be required to state the nature of the illness. However, Members exhibiting an abusive pattern of absences may be required to submit a physician's or Advanced

Practice Registered Nurse's statement to the Employer's Designee, justifying use of sick leave.

- 15.1.1.9 A Sick Leave Bank assists employees who are unable to perform their job duties as a result of a catastrophic personal illness or a personal injury. If the employee is not eligible to receive long-term disability insurance, the employee must exhaust all existing sick and vacation leave balances before enjoying access to the Sick Leave Bank (Appendix C of the UT-AAUP Tenure, Tenure-Track Bargaining Unit CBA). Once the employee is eligible to receive long-term disability insurance, they will no longer be eligible for Sick Leave Bank benefits. The award or denial of Sick Leave Bank credits shall not be subject to the grievance procedure.

15.1.2 FAMILY CHILD CARE LEAVE

- 15.1.2.1 Eligibility – In recognition of the unique nature of the workload and role of faculty, the Employer adopts the following Family Child Care Leave for Members of the Bargaining Unit who experience the birth of a child or adoption of a pre-school age child. This benefit is available to a member beginning with the first day of appointment. In cases where both spouses are Members of the Bargaining Unit, only one of the spouses is eligible for leave under this section. No more than two (2) paid leaves under this section may be granted to a Member (or collectively to both spouses, if both are employed by the University) during employment. Such leave will run concurrent with a member's twelve (12) weeks of FMLA leave.
- 15.1.2.2 Leave – The employer will provide paid Family Child Care Leave to an eligible Member for a period of up to one academic semester upon the birth or adoption of a child. During such leave, the member will receive full salary and benefits. Leave may be taken in either Fall or Spring semester.
- 15.1.2.3 Upon confirmation of pregnancy or adoption, a Member who intends to request leave under this section must provide the Associate Dean of Academic Affairs with written notification of the pregnancy or intention to adopt and a certificate from the treating physician or Advanced Practice Registered Nurse, or adoption agency identifying the expected time of childbirth or adoption as soon as is reasonably practical to provide appropriate time for all parties to plan for the expected leave. To request leave under this section, the member must submit a leave request form to the Associate Dean for Academic Affairs. The Associate Dean for Academic Affairs will process the request for leave by forwarding the form to the Dean and to the Employer's Designee. The approved leave form will specify the period for which leave has been

requested and approved under this article. Thereafter, any requested change in the date of return by the Member must be communicated to the Associate Dean for Academic Affairs in writing at least thirty (30) days prior to such date. Any request for additional time will be reviewed under section 15.1.1.3 of this article.

- 15.1.2.4 For each semester a Bargaining Unit Member uses leave under this article, they are obligated to return to full-time service at the University for one academic year or reimburse the University for the salary they received while on leave. In exceptional circumstances, the University may waive this requirement, for example in cases of the birth of a severely disabled child, whereby the Member is not able to return to work, or whereby the mother is permanently incapacitated following the birth.
- 15.1.2.5 Impact on Probationary Period – A probationary period Member who takes leave under this section before being reviewed for tenure or Established status can request in writing that their probationary period be extended. This process will effectively stop the "probationary period clock" and grant the Member an additional semester that will be added to the probationary period. A form will be placed into the Member's dossier to note such stoppage of the probationary period clock. The maximum time allotted for extension of the probationary period will be a total of two (2) semesters (i.e., for two (2) separate maternity/paternity leaves).

It should be noted that the evaluation for tenure or Established status is an annual process governed by the Collective Bargaining Agreement. Therefore, a Member who stops their probationary period clock will be evaluated in the seventh year.

- 15.1.2.6 Evaluation - All evaluations of teaching, professional activity, service, used for promotion, renewal, merit, Dean's merit, professional assessment and/or special assessment, shall remain unaffected by leave under this article except for in the manner described below. No negative impact shall occur in any evaluation as a result of such leave. For the purpose of annual evaluation, a Member who takes leave under this section will only be evaluated for one semester (the semester in which they were not on such leave) and the score they receive will be based only on that semester. If a Member on leave under this section feels that they received a negative evaluation because of such leave, they may grieve the evaluation.

15.1.3 JURY DUTY

Members who are called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, will be allowed time away from work with pay for such purposes. Members shall present a copy of the appropriate notice to appear to their Associate Dean for Academic Affairs or other immediate supervisor and, when possible, do so at least three (3) work days prior to the date the Member is to be absent from work. Upon returning to work, the Member shall present appropriate documentation of the Member's appearance.

15.1.4 HOLIDAYS

15.1.4.1 Members shall observe the holidays specified in Sections 124.19 (A) & (B), Ohio Revised Code, as it may be amended, on the same dates as are determined by the University for the academic calendar. A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed on the succeeding Monday.

15.1.4.2 Since many religious observances occur on days not designated as legal holidays, the University shall be flexible in accommodating member's religious observances.

15.1.5 SABBATICAL LEAVE

15.1.5.1 A Member shall be eligible to take a sabbatical leave after completing seven (7) years of full-time service and will be eligible for another sabbatical leave after seven (7) years of full-time service after returning from a sabbatical leave.

15.1.5.2 The purpose of a sabbatical leave shall be to enable the Member to pursue interests that contribute to the Member's professional development through research, study, writing, or the acceptance of special assignments or fellowships and similar activities which will enhance the performance of the Member's academic duties thus improving the reputation of the College or Program.

15.1.5.3 A sabbatical leave may be granted to accept a temporary foreign teaching assignment or a recognized grant. In such cases the sum paid by the University shall be the difference between the grant or foreign salary and the Member's regular University salary.

15.1.5.4 Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a Member at another college or university in the

United States of America or to complete requirements for a higher degree.

- 15.1.5.5 A Member may seek a sabbatical leave by submitting a formal application and proposal to the Associate Dean for Academic Affairs. The Associate Dean for Academic Affairs shall review the proposal and affix a recommendation to the Dean. The Dean shall then review the proposal, affix a recommendation and forward the proposal and the Dean's recommendation to the University Committee on Sabbaticals (UCS), which will make its recommendation to the Provost, who will in turn make recommendation to the President. Members shall be notified of all recommendations on their sabbatical applications at the time those recommendations are sent forward.
- 15.1.5.6 Applications must be submitted in the year preceding the one in which the sabbatical leave is to be taken. Applications shall be processed according to the schedule and on the forms issued by the Provost annually at the beginning of the academic year.
- 15.1.5.7 The formal application shall include a statement concerning the activity which the Member proposes to pursue during the sabbatical leave, the purpose of such activity, the length of time for which leave is sought, and the dates of the proposed leave.
- 15.1.5.8 When recommending approval of a sabbatical leave proposal, the Dean shall also certify that the instructional obligations of the College can be met. If all applicants in the College cannot be accommodated because of bona fide instructional obligations, positive recommendations shall be determined in the following order:
- First, Members who have never had a sabbatical;
 - Second, Members with the longest time since their last sabbatical; and
 - Third, Members with the longest continuous full-time service in the College.
- 15.1.5.9 The University Committee on Sabbaticals (UCS) shall consist of Members who have had sabbaticals at the University, one (1) from each College with the faculty under the jurisdiction of the University Committee on Sabbaticals and one (1) from the library faculty all of whom shall be elected by the Faculty Senate. Members of the USC shall serve a term of three (3) academic years beginning July 1, with one third (1/3) of the Members retiring each year.

- 15.1.5.10 The President's recommendations shall be presented to the regular February meeting of the Board. Members will be notified after the Board has approved such leaves.
- 15.1.5.11 A request for a change in a sabbatical leave proposal before the original leave has been approved by the Board shall result in voiding all recommendations and require that the revised proposal go through the entire review process anew.
- 15.1.5.12 A request for a change in a sabbatical leave proposal after the original leave has been approved by the Board shall be considered only for changes in dates and then only upon the recommendation of the Provost and the President.
- 15.1.5.13 Exceptions to the above may be made by mutual agreement of the parties hereto.
- 15.1.5.14 The compensation schedule displayed below shall be used for Members who receive sabbatical leaves:

Duration of Leave	Nine (9-) Month Faculty
One semester	100% pay
Two semesters	2/3 pay

- 15.1.5.15 Members who accept a sabbatical leave as enumerated in sections 15.1.5.1, 15.1.5.2 and 15.1.5.3 shall be obliged to return to full-time service at the University for two (2) consecutive semesters, or the equivalent, thereafter or reimburse the University for the salary they received on the sabbatical leave.
 - 15.1.5.15.1 Faculty Members, who return from sabbatical, shall provide full-time service at the University for two (2) consecutive semesters excluding summer term.
 - 15.1.5.15.2 Within ninety (90) days of completion of a sabbatical leave a Member shall submit to the Provost a full written report detailing how the Member has fulfilled the terms of the sabbatical leave proposal the Member submitted under section 15.1.5.5. A Member who fails to submit a

satisfactory report shall be required to reimburse the University for the salary received during the sabbatical leave.

- 15.1.5.16 The President shall determine the number and distribution of sabbatical leaves to be recommended to the Board using the number of sabbaticals granted over the preceding five (5) years as a basic guideline.
- 15.1.5.17 Sabbatical leaves shall not be considered a break in continuous service.
- 15.1.5.18 Approval of sabbatical leave proposals shall be the sole discretion of the President and the Provost with due consideration of the guidance provided by the UCS and section 15.1.5.16.

15.2 PAID OR UNPAID LEAVE

- 15.2.1 Special Assignment Leave – A Special Assignment Leave (SAL) shall utilize the Member’s specialized skill(s) and expertise; said leave may be paid or unpaid.
- 15.2.2 A “Special Assignment Leave” shall be approved by the Associate Dean for Academic Affairs and the Dean, whereby the member’s assignment while on said leave is determined to be in furtherance of the College mission. Within ninety (90) days of completion of the Special Assignment Leave a member shall submit to the Associate Dean for Academic Affairs and the Dean a full written report detailing how the Member has fulfilled the objective(s) of the Special Assignment Leave.

15.3 UNPAID LEAVE

15.3.1 LEAVE OF ABSENCE

- 15.3.1.1 Members may request leave of absence without pay for any purpose mutually agreed to by the University and the Member. A written leave of absence agreement, specifying the purpose and length of the leave must be executed by the Member, the Associate Dean for Academic Affairs and the Dean and approved by the Provost. The written agreement shall expressly state whether the leave will be included or excluded from the probationary period as described in Article 8, sections 8.1.7 and 8.2.7. Such leave shall normally be for (1) calendar year or less, but may be by mutual agreement extended in writing by the University and the Member. Such leave shall not exceed two (2) calendar years. Ultimate authority to grant such leave is discretionary with the Board. Ninety (90) days before the expiration of such a leave Members must indicate in writing to the

Associate Dean for Academic Affairs, or other equivalent supervisor, their intention of returning to work. Once granted, a leave of absence may be shortened only upon agreement between the University and the Member. A request for such leave shall not unreasonably be denied.

15.3.1.2 Following the birth of a child, that child's Member parent who has exhausted paid sick leave will be entitled to leave without pay for the remainder of the then current academic term for purposes of childcare.

15.3.1.3 A Member on an unpaid leave of absence does not earn sick leave or vacation. A member on an unpaid Family and Medical Leave shall maintain University insurance coverage until the Family and Medical Leave expires. A member on an unpaid leave of absence shall have the option to maintain University insurance coverage at the group rates at the member's expense. A member shall accrue seniority on such leave.

15.3.2 MEDICAL LEAVE

A leave of absence without pay may be granted to any Member for medical reasons, when justified by their state of health and when recommended by their physician(s) and/or Advanced Practice Registered Nurse(s) (APRN(s)). Unpaid medical leave may begin only after all accumulated sick leave has been used. Such leaves may not exceed two (2) calendar years. A Member shall submit a release from their physician or Advanced Practice Registered Nurse stating that the Member's state of health is such that the Member may return to work to the Employer's Designee prior to the Member returning to work. A Member must return to work when released by their attending physician or Advanced Practice Registered Nurse in order to retain employment status. Notice of at least ninety (90) days shall be required for return to active status, unless waived by the University.

A Member on a medical leave does not earn sick leave or vacation. A Member who is on an unpaid Family and Medical Leave shall maintain University insurance coverage until the Family and Medical Leave expires. A Member on a medical leave after the expiration of a Family and Medical Leave shall have the option to maintain University insurance coverage at the group rates at the Member's expense. The Members shall accrue seniority while on such leave.

15.4 ABSENT WITHOUT LEAVE / FAILURE TO RETURN FROM APPROVED LEAVE

A Member who absents oneself from duty without an approved leave of absence under this Article or who fails to return to duty at the conclusion of a leave approved under this Article is subject to Corrective Action under the provisions of Article 18 – Corrective Action.

15.5 BEREAVEMENT LEAVE

In the case of death within the immediate family of a Member, defined as spouse, immediate family (as herein defined), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of parent (in loco parentis), five (5) days of paid bereavement leave (not charged to sick leave) are available.

**ARTICLE 16
OUTSIDE EMPLOYMENT AND ACTIVITIES**

16.1 “Outside Employment” means employment, including self-employment, which is not contracted for through the University and for which any remuneration paid is not paid through the University.

16.1.1 Members are expected to devote their professional efforts during the academic year to regular University assignments. Members shall not engage in outside employment nor participate in activities that interfere with the Member’s full-time responsibility.

16.1.2 A Member may with prior written administrative approval from the Dean, which shall not be unreasonably denied, devote additional time to other employment. Approval will not be denied unless it can be established that Outside Employment will interfere with Members' University responsibilities. Written approval shall not be necessary for any Outside Employment outside the academic year nor during the academic year when classes are not in session. Furthermore, written approval shall not be required during the academic year if the total average weekly time to be devoted to such outside employment is less than fifteen (15) hours.

16.1.3 A Member who intends to engage in Outside Employment requiring written approval shall promptly report in writing the nature and extent of the proposed commitment to the Dean on the annual reporting form. Such reporting shall be deemed renewed each academic year unless the Dean notifies the Member to the contrary. For work that continues beyond the academic year of the first year an annual report is submitted, a Member shall submit a new annual reporting form for such continuing work within the first month of the academic year for each year said work continues.

16.1.4 A Member engaged in Outside Employment or activities, with or without compensation, shall not use the name of the University to suggest

institutional endorsement or support of a non-University enterprise nor the name of the University on stationery, business cards, or promotional literature for such outside activity. However, the Member may utilize his/her university title for identification purposes. A Member shall not teach regular classes at another college or university during the academic year without prior written approval by the Dean.

- 16.1.5 Before University space, services, supplies, or equipment may be used in the performance of any outside activity; written permission must be obtained in advance from the College Dean. Appropriate usage fees must be disclosed in writing to the Member, who will then be responsible for payment to the University for any such space, services, supplies, or equipment used.

ARTICLE 17

DISCOVERIES, INVENTIONS, PATENTS, AND COPYRIGHTS

17.1 Discoveries, Inventions or Patents

- 17.1.1 The Parties agree to incorporate by reference herein Ohio Revised Code §3345.14 as enacted.

- 17.1.2 Recognizing that time is of the essence in the protection of the legal interests of the University and its employees in their discoveries or inventions, it shall be the duty of each Member to:

17.1.2.1 Report in writing to the body established by the BOT to consider patentability or legal protection of all discoveries or inventions, after the conception or reduction to practice of the discovery or invention, resulting from University-sponsored or related research or investigations, and assist the University in determining whether to apply for patent protection or to seek other protection as soon as practicable and before public disclosure. Such report shall include all the information requested in a standard disclosure form promulgated by the BOT, or its appointed designees, to consider issues relating to protecting the University's and member's intellectual property rights in the member's discovery or invention.

17.1.2.2 Cooperate with agents of the BOT to secure all legal protections for such discoveries, inventions, or patents, including assistance in the preparation and signing of all necessary documents.

17.1.2.3 Assist the University in perfecting its ownership interests in patents or trade secrets by executing the appropriate assignment documents.

17.1.2.4 Cooperate with and assist the BOT, or its appointed designees, to enable the evaluation, marketing, and licensing of a Member's discovery, invention, or patent.

17.2 Copyrights

17.2.1 Following the custom established in institutions of higher education, copyright ownership of Member-authored books, journal articles, research studies, musical or other artistic works, syllabi, distance learning courses, computer programs, work books, and course materials, including examinations and tests, and the resulting royalties, income, and other rights to exploit the work belong to the author unless the copyrightable material is created through significant use of University facilities or with significant University financial support.

17.2.1.1 "Significant use" shall mean the use of university-owned facilities or agencies by the Member, without payment to the University, in which the University bears more than fifty percent (50%) of the cost of creating the work in its final form. When calculating significant use, the use of an office computer, email, research assistant, library resources, office printing, and nominal postage shall be excluded.

17.2.1.2 "Significant financial support" shall mean University financial support in the form of money or released time beyond the normal assignment or salary, which constitutes over fifty percent (50%) of the cost of creating the work in its final form. In calculating significant financial support, sabbatical or administrative leave shall not constitute significant financial support unless expressly agreed in writing by the College of Law Dean and the Member. University or College of Law grants, including Summer Research Fellowships and Faculty Development Funds, shall not constitute (or be used in calculating) significant financial support unless expressly agreed to in writing by the Member and the Dean of the College of Law or between the Member and the granting authority providing the funds.

17.2.1.3 The University will, if necessary, execute the appropriate assignments, licenses, or other agreements required to permit the Member to exercise all rights as an author or copyright owner.

17.2.2 A copyrighted work shall be owned by the University as the author if:

17.2.2.1 The work has been specially ordered or commissioned by the University, in writing to create the work as a work made for hire, and the Member received compensation from the University in addition to normal assignment or salary from sources administered by the University, including the University of Toledo Foundation, or the State of Ohio.

17.2.2.2 Absent a written work made for hire agreement; the rebuttable presumption is that the copyright will belong to the Member as the author. In any case, the University will grant the faculty member a non-exclusive license to exploit the work.

- 17.2.2.3 Members shall use the following notice when displaying University-owned copyrighted material: "Copyright or © (year), The University of Toledo. All rights reserved." The University will similarly acknowledge Member's copyrights when using, distributing or publicizing Member owned copyrighted works.
- 17.2.2.4 Notwithstanding the above, the University may contract for sponsored research or investigation, which includes the use of its facilities and/or Member's services and in which the ownership of copyrightable subject matter resulting from such sponsored research is at variance from sections 17.2.1 and 17.2.2. Members involved in such contracted research or investigation will be notified in writing before the creation of the work as to the ownership of the resulting copyrighted work, and the member's rights to royalty or income resulting from the work, if any.
- 17.3 The legal title to all University-owned inventions, discoveries, trade secrets, patents, and copyrightable works and materials upon creation shall be vested in the University. Such title shall be vested either by operation of law or by express assignment of the discovery, invention, patent, trade secret, or copyright by the inventor or author.
- 17.4 If any income is derived through the external licensing, use, sale, or other disposition of university-owned inventions, discoveries, trade secrets, patents, or copyrightable works, such income shall be allocated as follows:
- 17.4.1 The inventor or author of such income-producing inventions, discoveries, trade secrets, patents, or copyrightable works or materials will be first reimbursed for any direct out-of-pocket expenses, including travel, incurred in the preparation or commercialization of such inventions, discoveries, trade secrets, patents, or copyrightable works or materials, provided that the necessary records and receipts are submitted to and approved by the Provost or designee. All reasonable expenses must be approved.
- 17.4.2 After paying the inventor's or author's direct out-of-pocket expenses, the remaining income shall be retained by the University until it recovers all its direct costs associated with the creation, marketing, and licensing of the inventions, discoveries, patents, trade secrets, or copyrightable works or materials.
- 17.4.3 Further income, after the University has recovered its direct reasonable expenses, shall be divided between the University and the inventor or author of the inventions, discoveries, patents, or copyrightable works or materials in the following manner. Forty percent (40%) of the net remaining funds will be distributed to the discoverer, inventor, or author in recognition of and reward for their initiative. An additional ten percent (10%) of the net funds will be placed in an account to support the inventor's or author's ongoing University research; five percent (5%) of the net funds will be placed in an account to be used for College of Law purposes as determined by the College of Law Dean; ten percent (10%) the net funds will be placed in an account to be used by the College of Law to

support further faculty research; and the balance of the net funds will accrue to the University.

- 17.4.4 Upon request or if the gross revenue or income from any invention, discovery, trade secret, patent, or copyrightable work exceeds two thousand five hundred dollars (\$2,500) per fiscal year, the University shall provide to the Member and the Dean of the College of Law a semi-annual accounting showing expenses and revenues.
- 17.4.5 Any rights in trademark(s), database(s), or any other form(s) of intellectual property, including *sui generis* form(s) of intellectual property, shall be covered to the extent possible by the copyright provisions of this Article.
- 17.4.6 With regard to any intellectual property created by a Member and owned by the University for which the University declines to protect or to take reasonable measures to license or otherwise exploit said property, ownership of all rights, title and interest therein shall revert to the Member.
- 17.4.7 Recognizing the significance of early publication and dissemination of faculty discoveries, inventions, and research, the University agrees not to delay unnecessarily the public disclosure or dissemination through publication, conference presentations, or otherwise, of faculty discoveries, inventions, patents, and research.

ARTICLE 18 CORRECTIVE ACTION

- 18.1 The Employer shall not impose discipline except for just cause. The Employer subscribes to the principles of progressive discipline except in instances when summary action is called for. Any disciplinary action shall be predicated upon written charges.
- 18.2 When the Employer has reason to believe an incident(s) has occurred which does not fall within the scope of Title IX and might constitute grounds for discipline, it shall investigate prior to the application of Section 18.4 below. Interviews with the Member and others may be conducted during any such investigation. Before any investigative interview occurs with a Member under investigation, and/or when a Member is advised that they are subject of an investigation under an Employer policy, an Employer representative will advise the Member in writing of the Member's right to be represented by the UT-AAUP-COL and/or its legal representative during any interview and/or at any meeting or hearing that the Member has with the investigating body. An interview conducted pursuant to an Employer policy including, but not limited to, misconduct in research, is an "investigative interview."

Where the Member indicates a desire to be represented by the UT-AAUP-COL and/or its legal representative, the investigative interview or meeting or hearing will not proceed without an UT-AAUP-COL representative and/or its legal representative in attendance. Notwithstanding, in no event shall the Employer have to delay or postpone a specific interview or meeting or hearing more than once to allow for such representation.

For purposes of this Article, the UT-AAUP-COL may choose to utilize a designee. If it chooses to utilize a designee, the UT-AAUP-COL will notify the Employer's Designee in writing of its designee, or any changes to its designee.

If the Employer interviews the Member as part of the investigation, the Employer will inform the Member of their Garrity Rights prior to the interview that it is being conducted as part of an investigation that could result in disciplinary action against the Member. In complying with the Garrity Rights obligation, the Member shall be advised that (1) their statements during the interview will not be used against them in any subsequent criminal proceedings that might take place, and (2) their failure to answer questions during the interview will subject them to disciplinary action up to and including termination of employment.

18.2.1 When, in the judgment of the President, or designee, the presence of a Member on Employer property presents a threat to the health or safety of the Member or other members of the University community or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of any member or of the University community as a whole, the President, or designee, may suspend the Member pending the disposition of the disciplinary process provided for under this Article. Such suspension shall be with pay. The President, or designee, may also direct that the Member be removed and barred from Employer property.

18.3 The recommendation of any person, committee, panel or council, authorized by Employer Policy to discipline a Member (including termination), shall be forwarded to the Office of the Provost. In such event a pre-disciplinary hearing shall be convened to discuss the charges against the Member and provide the Member with an opportunity to present the Member's case. The member shall be given the opportunity to be accompanied by an UT-AAUP-COL representative and/or its legal representative. The Employer shall notify the Member and the UT-AAUP-COL in writing, at least seven (7) days prior to the pre-disciplinary hearing, of the purpose of the meeting, the charges under consideration and the Member's right to be accompanied by the UT-AAUP-COL at the pre-disciplinary hearing. Upon written request, the Employer will provide the Member or the UT-AAUP-COL any public record as defined in O.R.C. Section 149.43 that the Employer has relative to the charges against the Member.

Prior to the pre-disciplinary hearing, the Employer will advise the Member of their Garrity Rights, i.e. (1) their statements during the hearing will not be used against them in any subsequent criminal proceedings that might take place, and (2) their refusal to answer questions during the hearing will subject them to disciplinary action up to and including termination of employment.

The Dean, so long as they have not previously participated in the investigation at issue, will conduct the pre-disciplinary hearing. In instances where the Dean has previously participated in the investigation at issue, an Employer representative who has not previously participated in the investigation at issue will be selected to conduct the pre-disciplinary hearing. The Member and the UT-AAUP-COL will be provided with notice of the disposition of the charges within thirty (30) days (or such longer time as may be specified

in the Employer policy) after the close of the pre- disciplinary hearing. If the disposition includes a recommendation of disciplinary action, such discipline shall be implemented as set forth in section 18.4.

- 18.4 Reprimands may be issued to a Member by the Dean, the Provost, or the President. Suspension of Members may be issued only by the President, or designee. Dismissal of Members for just cause may be implemented only by a formal written Notice of Dismissal, together with reasons therefore and a bill of particulars, issued only by the President. Discipline issued under this Article can be grieved on substantive and procedural grounds at the external arbitration level pursuant to Article 20, Section 20.6.
- 18.5 The Employer and the UT-AAUP-COL shall exert their best efforts to keep any or all allegations, including sexual harassment, made against a Member of the Bargaining Unit confidential unless and until a final decision is rendered by appropriate authority determining the guilt or innocence of the Member of the Bargaining Unit.
- 18.6 Evaluations and assessments shall not be construed as discipline.
- 18.7 In the rare instance when this Article is used as a result of the process outlined in Article 9, Section 9.8 (Professional Assessment) or Section 9.6 (Special Assessment), the Employer recognizes that such use is a last resort. If corrective action is necessary under the cited Articles, it shall be applied after all grievances on the issue have been resolved.

ARTICLE 19

The University and UT-AAUP-COL desire to align this Article with the Article 19 currently titled *Financial Emergency Principles and Procedures* once that Article is negotiated in the successor contract to the UT-AAUP-TT CBA expiring June 30, 2022 (“Successor Article 19”). Upon approval of this Agreement by the Parties, the provisions of the current Article 19 of the UT-AAUP-TT CBA effective through June 30, 2022 shall apply to this Agreement. The Parties agree that this Article will be replaced with the Successor Article 19 upon the effective date of the Successor Article 19, and when the Parties have agreed to appropriate modifications specific to the College of Law (e.g., approaches to bumping rights, making adjustments to properly account for Established Law Faculty status). Should agreement not be reached on the modifications specific to the College of Law, the Parties will submit the last proposal of each to expedited binding arbitration. The Parties will split the cost of the arbitrator, who shall be selected pursuant to Article 20. The arbitrator shall issue a written decision within seven (7) days of presentation of the case by the Parties, which shall be final and binding.

ARTICLE 20 GRIEVANCES

- 20.1 The Parties agree that, whenever possible, disputes should be resolved informally at the lowest level. To that end, all Members and Administrators are encouraged to engage in free and open communication in the airing of differences.

20.2 DEFINITIONS.

- 20.2.1 A “grievance” is a complaint or allegation by a Member or Members, or by the UT-AAUP-COL that there has been a violation, misinterpretation or improper application of the provisions of this Agreement. Unless specifically modified within this Agreement, all provisions of this Agreement are subject to this grievance procedure.
- 20.2.2 Non-renewal and adverse promotion and tenure decisions are grievable only following the Provost’s recommendation for non-renewal or against promotion or tenure; recommendations made at lower levels of review are subject to reconsideration as set forth in Section 9.4.2.10 of this Agreement.
- 20.2.3 Merit evaluations are not grievable. (See Article 12.2.2.1.)
- 20.2.4 The time limits indicated in this Article shall be considered maximum unless extended by mutual agreement orally or in writing.
- 20.2.5 Upon failure of a hearing officer to provide a written response to the UT-AAUP-COL, the Employer’s Designee, and the grievant within the time limits provided in this Article, the UT-AAUP-COL may appeal to the next step.
- 20.2.6 For purposes of this Article, the UT-AAUP-COL may choose to utilize a designee. If it chooses to utilize a designee, the UT-AAUP-COL will notify the Employer’s Designee in writing of its designee, or any changes to its designee.

20.3 If the matter is not resolved informally, a formal grievance may be filed. The official grievance form in the Appendices must be used to file the grievance.

20.3.1 INITIAL FILING

The aggrieved Member(s) shall present the grievance individually or through UT-AAUP-COL, in writing, on the official grievance form to the Employer’s Designee within twenty (20) days following the act or omission giving rise to the grievance, or the date the Member(s) knew or could reasonably have been expected to know of such act or omission. The written grievance on the official grievance form in Appendix D shall state the nature of the grievance, the dates when the act or omission giving rise to the grievance occurred, the contractual provisions allegedly violated, the remedy sought and be signed by the grievant. The Employer’s Designee will review the grievance and promptly forward the grievance to the appropriate supervisor, i.e., the lowest level of Administration with authority to resolve the grievance, for hearing within fourteen (14) days of receipt, with notice to the grievant(s) and the UT-AAUP-COL.

20.3.2 ASSOCIATE DEAN

Upon receipt of a grievance from the Employer’s Designee, the Associate Dean, or other appropriate immediate supervisor, shall arrange for a meeting with the

grievant and a UT-AAUP-COL representative, to take place within fourteen (14) days, to discuss and attempt to resolve the grievance. If attempts to resolve the grievance are unsuccessful, within fourteen (14) days following the meeting, the supervisor hearing the grievance shall send a written response to the grievance, including reasons, on the original grievance form, to the Employer's Designee with concurrent copies to the grievant and UT-AAUP-COL. If the grievant or the UT-AAUP-COL does not accept the decision provided at this step, either may, within fourteen (14) days, appeal, on the appeals form, to the Employer's Designee to have the grievance reviewed at the Dean level. The Employer's Designee shall then promptly forward the grievance to the Dean within fourteen (14) days.

20.3.3 DEAN

Upon receipt of a grievance from the Employer's Designee, the Dean shall arrange for a meeting with the grievant and a UT-AAUP-COL representative, to take place within fourteen (14) days, to discuss and attempt to resolve the grievance. If attempts to resolve the grievance are unsuccessful, within fourteen (14) days following the meeting, the Dean hearing the grievance shall send a written response to the grievance, including reasons, on the original grievance form, to the Employer's Designee with concurrent copies to the grievant and the UT-AAUP-COL. If the grievant or the UT-AAUP-COL does not accept the decision provided at this step, either may, within fourteen (14) days, appeal, on the appeals form, to the Employer's Designee to have the grievance reviewed by the Provost. The Employer's Designee shall then promptly forward the grievance to the Provost within fourteen (14) days.

20.3.4 PROVOST

Upon receipt of a grievance from the Employer's Designee, the Office of the Provost shall arrange for a meeting between the Provost or designee and the grievant, and a UT-AAUP-COL representative, to take place within fourteen (14) days, to discuss and attempt to resolve the grievance. If attempts to resolve the grievance are unsuccessful, within fourteen (14) days following the meeting, the Provost or designee shall send a written response to the grievance, including reasons, on the original grievance form, to the Employer's Designee with concurrent copies to the grievant and the UT-AAUP-COL. If the UT-AAUP-COL does not accept the decision provided at this step, it may appeal to external arbitration or in the matter of a tenure or promotion decision to the Internal Arbitration Board (IAB).

20.3.5 INTERNAL ARBITRATION BOARD

Subject to Article 20.4, the IAB shall have jurisdiction to hear only grievances on tenure or promotion decisions. If a grievance on a tenure or promotion decision is filed, the IAB shall be created with three (3) members appointed by the Employer's Designee, and three (3) members appointed by UT-AAUP-COL. In the event a vacancy occurs on the IAB, the party who appointed the person who has vacated

the committee shall appoint a replacement. The IAB shall convene within twenty (20) days of its formation to hear the grievance and receive such evidence and testimony as the parties may wish to present. The IAB shall choose a chairperson from among its members. Recommendations of the IAB shall be by agreement of four (4) or more members voting by secret ballot and shall be forwarded to all parties. Recommendations and orders shall be issued in writing within thirty (30) days after closing of the record. In the event that the IAB does not render a recommendation or if the President does not act in accordance with the IAB's recommendation, UT-AAUP-COL shall have the sole right to submit the grievance to final and binding arbitration by an external arbitrator, within ten (10) days after receipt of notice of the IAB's inability to reach a decision or of notice of the President's action regarding the recommendation. The UT-AAUP-COL shall submit their appeal to the decision by written notice to the Employer's Designee.

20.3.6 EXTERNAL BINDING ARBITRATION

20.3.6.1 UT-AAUP-COL shall have the sole right to submit a grievance filed by the union or a Member to final and binding arbitration by an external arbitrator. Such appeal shall be filed, in writing on the appeals form, to the Employer's Designee, within ten (10) days: (1) after receipt of the Provost's decision; (2) notice of the IAB's inability to reach a decision pursuant to Article 20.3.5; or (3) notice of the President's action as provided for in Article 20.3.5.

Upon a submission to external arbitration, representatives of the UT-AAUP-COL and the Employer's Designee shall meet within fifteen (15) days to select an arbitrator. In the event the parties are unable to agree mutually upon the selection of an arbitrator, the selection shall be made by asking the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) names. The moving party will be responsible for the cost of the initial panel. Either party has the right to request a second panel. The requesting party will be responsible for the full cost of such panel. The parties shall strike names alternatively from the panel, with the party to strike the first name determined by a flip of a coin. The union representative(s) and management representative(s) shall immediately arrange for a meeting to expeditiously select the arbitrator that satisfies both interested parties. The arbitrator's decision shall be final and binding upon the parties and shall be rendered within thirty (30) days after the arbitration hearing record is closed. The cost of arbitration shall be borne equally by UT-AAUP-COL and the Employer.

20.3.6.2 In the event a grievance deadline falls when Spring and Fall semester classes are not in session, the timeline will re-start on the first day of the Spring or Fall semester, whichever comes first. The grievant can waive in writing the right to adjourn grievance proceedings between semesters. If the grievance is pertaining to a disciplinary determination, including suspension or termination, and the grievance deadline falls between either

Fall and Spring semester, or during the summer term, the grievant or their representative may elect to proceed with the grievance process between semesters.

20.4 REMEDIES

External arbitrators, IAB and all officers hearing a grievance shall be bound by the following:

- 20.4.1 They shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement.
 - 20.4.2 Their decisions shall be limited to only the question or questions submitted for their decision.
 - 20.4.3 External arbitrators may not grant tenure or promotion. If an external arbitrator sustains a grievance concerning tenure, the remedy shall be that the grievant is afforded an additional probationary year and shall be re-considered for tenure in the next successive academic year to the issuance of the arbitration award. The consideration for tenure shall be in accordance with the terms of the Agreement.
 - 20.4.4 They shall not render any decision that would result in the violation of this Agreement or a public statute or regulation.
 - 20.4.5 They shall make no award that provides a Member compensation greater than would have resulted had there been no violation.
- 20.5 Any grievance not otherwise specifically limited by this Agreement can be heard on substantive or procedural grounds. Grievances may be amended until such time as the Dean has rendered a decision on the grievance.
- 20.6 Suspensions or dismissals may be appealed by UT-AAUP-COL directly to external arbitration.
- 20.7 A Member who participates in a grievance procedure will not be subject to disciplinary reprisal because of such participation.
- 20.8 Any relevant information in possession of the Employer pertaining to a grievance that is needed by UT-AAUP-COL to investigate and process a grievance will be provided to UT-AAUP-COL within five (5) days of a written request.
- 20.9 Individual grievants may have private counsel present at their own expense in any or all grievance proceedings. However, such counsel may not participate in the proceedings except as a silent observer.

ARTICLE 21
NO STRIKE/NO LOCKOUT

- 21.1 The UT-AAUP-COL and its officials will not cause, support, or condone, nor shall any Member or Members take part in any strike, slow down or work stoppage of any kind during the term of this Agreement.
- 21.2 The Employer shall not conduct a lockout of Bargaining Unit Members during the term of this Agreement.
- 21.3 Any Member of the Bargaining Unit who engages in any activity in violation of Section 21.1 above during the term of this Agreement shall be subject to discipline up to and including dismissal as determined by the University.

ARTICLE 22
UT-AAUP-COL

- 22.1 The UT-AAUP-COL shall be permitted reasonable use, to the extent permitted by law, of University facilities and services on the same basis and at the same cost as recognized campus organizations.
- 22.2 Upon request by the UT-AAUP-COL, the Employer will make available space in the Law Center to be utilized by UT-AAUP-COL for an office. UT-AAUP-COL shall be responsible for the costs of telephone installation and service, if same is desired by them. Should this space become unavailable because of renovation or changes in facility usage, the Employer will make other space on Bancroft campus available.
- 22.3 *Release Time.*

The UT-AAUP-COL shall be permitted to purchase release time for one course, up to four (4) credit hours, for a single member of the bargaining unit each semester of the academic year.

For purposes of this Article 22.3, the base rate for which the UT-AAUP-COL will pay per credit hour of release time shall be applied to members of the UT-AAUP-COL in the same manner as Article 22.3 of the UT-AAUP-TT CBA. If the UT-AAUP-TT CBA language is modified, it will be applied to the UT-AAUP-COL bargaining unit and they will be treated in the same manner.

UT-AAUP-COL shall provide written notice to the College Dean within the College thirty (30) days prior to the commencement of the semester of the UT-AAUP-COL officer who will be on release time. Once notified, the Member's teaching load will reflect the requested course release. Activities performed under this Article for UT-AAUP-COL shall be considered University service for purposes of faculty evaluation.

- 22.4 The regular UT-AAUP-COL dues shall be certified to the Employer by the UT-AAUP-COL, or its designee. The UT-AAUP-COL will notify the Employer's Designee in writing

of its designee, or any changes to its designee. The payroll deduction of the regular UT-AAUP-COL dues shall be made on each pay day in each month during which the Member is in active pay status.

22.4.1 The UT-AAUP-COL shall indemnify the Employer against any and all claims, demands, suits, or other forms of liability or costs that arise out of, or relate to, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

22.4.2 The Employer agrees to make every effort to forward checked-off dues to the UT-AAUP-COL, or its designee within two (2) weeks following the second pay day of each month, but no later than thirty (30) days.

ARTICLE 23 ENTIRE AGREEMENT

The parties acknowledge that each had the full right to make proposals with respect to any subject, and that, after exercising that right, all the parties' understandings are set forth in this Agreement. The terms of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 24 SEPARABILITY

Should any portion of this Agreement be found by a duly constituted court or regulatory authority, after any available appeals either party chooses to pursue have been exhausted, to conflict with any applicable law or public regulation, then such conflicting portion of this Agreement shall be rendered null, and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall commence good faith bargaining for replacement language. In such good faith bargaining, the parties shall use their best endeavors to reach agreement upon replacement language that will, while not being void or unenforceable, most nearly achieve the object of the void provision(s) and upon such other amendments as may be appropriate, having due regard to the changed nature of the Agreement.

The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

ARTICLE 25 LABOR-MANAGEMENT MEETING

The parties agree to hold monthly Labor-Management meetings at mutually agreed upon times scheduled between the Employer's designee and UT-AAUP President or designee. The parties will exchange agendas at least two (2) days prior to the scheduled meeting time. Additional meetings may be scheduled by mutual agreement.

ARTICLE 26
TERM OF THE AGREEMENT

Upon ratification by the UT-AAUP-COL and the Board of Trustees, the Agreement will be effective July 1, 2021.

The Agreement shall remain in effect through June 30, 2024. The parties agree to commence negotiations for a successor agreement no later than March 1, 2024, subject to provisions of O.R.C. Chapter 4117.

ARTICLE 27
DISTRIBUTION OF AGREEMENT

Within thirty (30) calendar days after this Agreement has been ratified and signed by the parties, the University shall have this Agreement made available on the Provost's website.

ARTICLE 28
DISTANCE LEARNING

Distance learning is an alternative delivery mode of educational instruction that is afforded the same status and, except as set forth in the Distance Learning MOU dated December 16, 2021 (Appendix C), will follow the same policies and procedures for purposes of this Agreement as traditional classroom teaching with regard to both faculty rights and the role and responsibilities of the Associate Dean for Academic Affairs.

- 28.1 Development of a distance learning course ("DL") or substantial revision to an existing DL course receiving significant financial support as set out in Article 17 must be approved by the Associate Dean for Academic Affairs. The development of new distance learning program(s) and the courses associated with the new program(s) are subject to the same College and University procedures for review and approval as traditional classroom course(s). Bargaining Unit Members have the right of first refusal with regard to the development of new DL courses, new DL versions of courses, or the substantial revision of an existing DL course.
- 28.2 Approval for significant financial support to develop or substantially revise an existing DL course will be made by the Provost or designee. Article 17 shall govern the ownership of the work product and course materials.
- 28.3 As the Provost's designee, UT Online will make a payment of \$3500 to the authoring faculty for a new DL course or substantial revision to an existing DL course. Members who develop and teach said course will receive full payment of \$3500.

Prior to developing or revising a course with UT Online, the Member and the Associate Dean for Academic Affairs will sign an agreement that identifies the amount to be paid, terms of payment, and confirms the University's ownership of the copyright and course materials. That given, the Member will have the final say on the content of the course(s). The University owns all rights and copyright responsibilities for DL courses that are

developed and paid pursuant to this Article after June 30, 2021, by the Tenured faculty, Tenure-track faculty, and Clinical and Legal Writing faculty.

- 28.4 Faculty Members and instructors may receive compensation only for the development of two (2) DL courses per year. An exception to this limitation may be possible for the development of a third (3rd) course in any given year, provided the course development has the approval of the Provost or designee.

In the first three (3) academic years of the initial offering of a new DL course, the Member who created the new DL course(s) shall be given first preference to teach up to two (2) sections of the course(s) per semester, including summer if offered. First preference will apply as long as all course offerings and curricular needs within the College are satisfied.

**ARTICLE 29
MISCELLANEOUS**

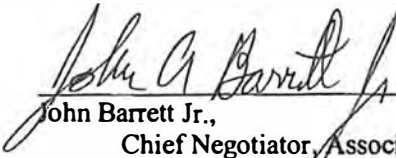
- 29.1 Consistent with University Policy 3364-5-16, the Parties agree that all Members will need to submit proof of having received an influenza vaccination prior to December 1st each year. Employees may be excused from this requirement, pursuant to the policy, including upon timely written request and approval on the form required by the University due to sincerely held religious beliefs or because the vaccine is medically contraindicated.


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SIGNATURE PAGE

THIS AGREEMENT WAS AGREED UPON AND RATIFIED BY THE PARTIES ON THE 9th DAY OF February 2022.

UT-AAUP-COL:


John Barrett Jr.,
Chief Negotiator, Associate
Professor of Law



Joseph Slater,
Co-Chief Negotiator
Distinguished University Professor
Eugene N. Balk Professor of Law
& Values


Eric Chaffee,
Distinguished University Professor



Maara Fink,
Clinical Professor of Law



Rebecca Zietlow,


Distinguished Professor, & Charles W.
Fornoff Professor of Law & Values


Evan Zoldan,
Professor of Law

The University of Toledo:


Dr. Gregory Postel,
President


Dr. Karen Bjorkman,
Provost & Executive Vice President
for Academic Affairs


Matthew Schroeder,
Executive Vice President for Finance
& Administration and CFO


John Elliott,
Senior Associate Vice President &
CHRO

APPENDIX A—MOU PILOT PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the University of Toledo (“University”) and the UT-AAUP-COL for the term of the Collective Bargaining Agreement expiring June 30, 2024.

In regard to implementation of Article 10, Section 10.7.4, the University and UT-AAUP-COL agree to a pilot office hour structure for the term of the contract (“Pilot Program”) as follows:

1. Both the University and UT-AAUP-COL acknowledge and agree that faculty office hours are an essential part of the College of Law’s student-centered environment, that they are necessary to meet student needs, and that Faculty Members have historically held office hours for students on an in-person basis.
2. The Pilot Program shall be implemented in lieu of Article 10, Section 10.7.4. Under the Pilot Program, the Law Faculty will hold office hours in the following manner, for the term of the CBAs:
 - a. All Law Faculty are expected to be available to meet their obligations and confer with their students outside of class.
 - b. All Law Faculty shall be required to schedule, post, and keep office hours appropriate to their academic discipline.
 - c. Unless otherwise approved by the Dean or his/her designee, office hours shall be a minimum of five (5) hours per week and should reflect the mode of delivery of the course each semester as follows:
 - i. Faculty teaching in-person classes and Faculty teaching both in-person and remote classes shall hold a minimum of three (3) office hours per week each semester in-person, with the option to hold the remaining two (2) office hours remotely, depending on students’ needs.
 - ii. Faculty teaching only distance learning classes may hold all five (5) office hours remotely.
 - d. Faculty holding remote office hours must use the University’s supported remote platform (e.g. Webex), or other platform with the consent of the Dean, to ensure the student’s privacy, and be present in the remote meeting room for the duration of scheduled remote office hours.

- e. Office hours may be conducted either in person or virtually as set forth in Section 2(c), provided that the University has not received repeated student complaints in writing regarding said Faculty Member's availability to meet in the current semester. In the event of such complaints, the Dean or the Dean's designee may require the Faculty Member to conduct said office hours in person during that semester.

- 3. The Parties agree that this MOU and the Pilot Program shall cease upon expiration of the Parties' CBAs. The Parties agree to negotiate office hours terms during negotiations for the successor collective bargaining agreement.

IT IS SO AGREED.

For the University of Toledo AAUP-College of Law Negotiating Team:

/s/John A. Barrett, Jr.
John A. Barrett, Jr., Lead Negotiator

Date: 10/24/21

For the University of Toledo:

/s/ Sarah J. Moore
Sarah Moore, Lead Negotiator

Date: 10/27/21

APPENDIX B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the University of Toledo (“University”) and the UT-AAUP-COL to address the relationship between the August 14, 2020 regulations to Title IX of the Education Amendments of 1972 (“Title IX Regulations”) and the labor contract for the time period during which the Title IX Regulations remain in effect.

While the Title IX Regulations remain in effect, the University and UT-AAUP-COL agree:

1. Non-consensual sexual and/or romantic relations between students and faculty members constitute an unacceptable power dynamic and are prohibited. If a faculty member has a consensual romantic and/or sexual relationship with a student and reasonably believes s/he will also have a supervisory, teaching, evaluation, advising, coaching or counseling relationship with the student, the faculty member must report the relationship pursuant to University Policy 3364-25-65 so that appropriate steps to address the matter may be taken in accordance with the policy.
2. The University’s Title IX Policy (3364-50-01) and Title IX Procedures (3364-50-01.01) (“Title IX Policy and Procedures”) shall be the sole mechanism used for investigating an incident that falls within the scope of the Title IX regulations. Sections 18.2, 18.3, and 18.4 of Article 18 titled *Corrective Action* shall not apply to incidents investigated under the University’s Title IX Policy and Procedures.
3. A faculty member who is temporarily relieved from all or some of his/her duties during the Title IX process as a supportive measure will be on administrative leave with pay. Nothing herein prevents the University from exercising its right under Rev. C. 124.388(B) should the employee be charged with a violation of law punishable as a felony.
4. If a faculty member is interviewed during the Title IX process, s/he will be informed of his/her Garrity Rights prior to the interview if the investigation could result in disciplinary action against the faculty member, which includes: (a) the member’s statements during the interview will not be used against him/her in any subsequent criminal proceedings that might take place; and (b) his/her failure to answer questions during the interview will subject him or her to disciplinary action up to and including termination of employment.
5. Following an investigation and hearing under the University’s Title IX Policy and Procedures that results in disciplinary action against a bargaining unit member, the member may file a grievance under Article 20 titled *Grievances* at the Provost level within twenty (20) days following the later of either the last date of appeal under the Title IX Policy and Procedures or the day the member receives the notice of appeal outcome under the University’s Title IX Policy and Procedures.
6. Should UT-AAUP-COL move the grievance to arbitration under Article 20 titled *Grievances*, then the arbitrator shall be bound by the labor contract in the same manner as any other discipline case arbitration. The arbitrator shall determine whether just cause existed for the discipline and the appropriate remedy, if any.

7. In the event the Title IX regulations are no longer in effect during the term of the labor contract between the University and UT-AAUP-COL, the parties will meet to discuss whether this MOU should remain in place for the remainder of the term of the labor contract unless federal law prescribes how Title IX complaints are to be handled. Until such time as the parties have agreed to a replacement policy and procedure, the process established in this MOU shall remain in effect.

IT IS SO AGREED.

FOR THE UNIVERSITY:



9/15/21

FOR THE UT-AAUP-COL:



9/15/21

APPENDIX C—COL DISTANCE LEARNING MOU

MEMORANDUM OF UNDERSTANDING COURSE MODALITY

This Memorandum of Understanding (“MOU”) is entered into by and between the University of Toledo (“University”) and the UT-AAUP College of Law Bargaining Unit (“UT-AAUP(COL)”), (collectively the “Parties”) this 16th day of December, 2021.

Whereas, the Parties recognize that the University has been impacted by the COVID-19 pandemic (“Pandemic”), and that during the Pandemic the University had to move many of its courses to a remote modality;

Whereas, the Parties recognize relevant American Bar Association (“ABA”) regulations covering distance education and that the College of Law’s needs for remote or distance learning courses may evolve over time;

Whereas, the Parties recognize circumstances might exist when Law Faculty, for pedagogical, programmatic, or personal reasons could desire to teach their courses in a remote or distance learning modality;

Whereas, the Parties have differing views on the Employer’s ’s right to assign remote or distance learning courses to Law Faculty without the Law Faculty Member’s consent absent emergency circumstances such as the COVID-19 pandemic, with the University taking the view that the right to make such assignments is a management right and the UT-AAUP-COL taking the view that the Administration cannot make such assignments without the affected Law Faculty Member’s consent (“Dispute”); and

Whereas, the Parties wish to come to an interim agreement on this issue for the duration of the Collective Bargaining Agreement between the University and the UT-AAUP-COL expiring June 30, 2024 that does not set any precedent for future negotiations and that cannot be used for purposes of resolving the Dispute between them;

The Parties agree as follows:

- (1) The University has the unilateral right to shift some or all courses to a remote or distance learning modality in an exigent circumstance (e.g. the COVID-19 pandemic);
- (2) For the duration of this MOU, absent an exigent circumstance the University will not assign a remote or distance learning course to a Law Faculty Member without the affected Member’s consent. For these purposes, a course is a remote or distance learning course if it meets the definition of distance education in ABA Standard 306 in force for any given Academic Year.
- (3) The University may assign a hybrid course that would not be a distance education course under ABA Standard 306 to a Law School Faculty Member without the affected Member’s consent. In the event more than one Faculty Member is scheduled to teach a section of a course the University desires to offer in a hybrid format for one or more sections in the

coming year, the Associate Dean for Academic Affairs shall first solicit volunteers to teach such hybrid section(s) from those so scheduled. A Faculty Member will not be required to teach more than two hybrid courses in a two academic year period unless the Faculty Member agrees to do so.

- (4) Law Faculty Members who desire to teach in hybrid, remote, or distance learning modality may request to do so. The University retains discretion to approve or deny such requests.
- (5) A Law School Faculty Member may choose to develop a distance learning course as provided in Article 28.
- (6) Nothing in this MOU shall be construed as limiting the rights to faculty participation in governance as granted by ABA rules and standards.
- (7) The terms of this MOU will not set precedent for future negotiation between the Parties and may not be used as evidence in any proceeding regarding the Dispute (e.g. arbitration).

For the University of Toledo AAUP-College of Law Negotiating Team:

John A. Barrett, Jr., Lead Negotiator

Date

For the University of Toledo:

Sarah Moore, Lead Negotiator

Date

APPENDIX D

GRIEVANCE FORM

TENURED, TENURE-TRACK BARGAINING UNIT

NAME OF GRIEVANT

DEPARTMENT

Description of Grievance:

Date of Occurrence as defined in Section 20.3.1:

Articles in Question:

Remedy Sought:

Filing Date: _____

Grievant's Signature: _____

UT-AAUP Representative: _____

Original to the Office of Faculty Labor Relations and a Copy to UT-AAUP

If additional sheets need to be attached to the Grievance Form to provide additional space for description, remedies, explanations or responses, please make reference to such attachments in the appropriate place on this form.

Date Received by Office of Faculty Labor Relations: _____

Sent to: _____ **for hearing on** _____

Department Chairperson’s Response:	
_____	_____
Signature of Respondent	Date

I (We) wish to appeal to the next step.

Date

Signature of appellant

Date

UT-AAUP Representative

Date Received by Office of Faculty Labor Relations: _____

Sent to: _____ **for hearing on** _____

Dean’s Response:	
_____	_____
Dean’s Signature	Date

Date

Signature of appellant

UT-AAUP Representative: _____ **Date:** _____

Received by the Office of Faculty Labor Relations: _____

Sent to: _____ for hearing on _____

Provost's Response:	
_____	_____
Provost's Signature	Date

UT-AAUP wishes to appeal to the

Internal Arbitration Board (IAB)

UT-AAUP Representative

Date Received by Office of Faculty Labor Relations: _____

Board Members named by President of University

Board Members named by President of UT-AAUP

Date(s) of Internal Arbitration Board hearing: _____

The Internal Arbitration Board Decision and Order shall be attached following this page.