

AGREEMENT

between

CUYAHOGA COMMUNITY COLLEGE

and

**THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS (AAUP),
CUYAHOGA COMMUNITY COLLEGE
CHAPTER**

August 16, 2004 to August 15, 2007

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ARTICLE 1 - PURPOSE

1.01 This Memorandum of Agreement is entered into between the Cuyahoga Community College District (hereinafter referred to as the "College") and the American Association of University Professors, Cuyahoga Community College Chapter (hereinafter referred to as the "CCC-AAUP").

1.02 This Memorandum of Agreement is designed to provide a fair and reasonable method by which faculty members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the College and the faculty who are members of the bargaining unit.

ARTICLE 2 - RECOGNITION

2.01 Pursuant to the certification by the American Arbitration Association of the results of the Representation Election conducted in accordance with the Conditions and Procedures established in the Pre-election Agreement as approved by the Cuyahoga Community College District Board on September 29, 1977, the College hereby recognizes the CCC-AAUP as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members of the bargaining unit described below.

2.02 The members of such bargaining unit are full-time tenure-track faculty members, including instructional faculty, counselors and librarians.

2.03 The following categories of employees are excluded from the bargaining unit.

A. All supervisory employees, including all Deans and Directors. "Supervisor" means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other public employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

B. All confidential employees. "Confidential Employees" means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make their membership in an employee organization incompatible with their official duties.

C. All management level employees, including all Deans and Directors except program coordinators who have more than fifty percent (50%) of their assignments in direct instruction of students. "Management Level Employees" means any individual

who formulates policy on behalf of the public employer or who may reasonably be required on behalf of the public employer to assist in preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or has a major role in personnel administration.

D. All faculty members who are not on tenure-track, i.e., including those employed as full-time lecturers.

E. All part-time faculty members.

F. All instructional faculty, counselors, program coordinators, and librarians spending fifty percent (50%) or more of their assignment in supervisory and/or administrative activities.

2.04 Where used in this Agreement, the term "faculty" includes all employees of the bargaining unit except where specifically stated.

ARTICLE 3 - MEMBERSHIP OBLIGATIONS

3.01 Membership in the CCC-AAUP is not compulsory. Members of the bargaining unit have the right to join or not to join the CCC-AAUP as each may decide. Neither party shall coerce or discriminate against a faculty member in this regard. However, the parties recognize that as the exclusive bargaining agent and grievance representative for all members of the bargaining unit, which includes both members and non-members of the CCC-AAUP, the CCC-AAUP performs an important service for members of the bargaining unit and contributes toward fulfillment of the mission of the institution.

ARTICLE 4 - CHECKOFF

4.01 The College will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the CCC-AAUP from the pay of members of the bargaining unit covered by this agreement upon receipt from the CCC-AAUP of individual signed authorization cards executed by the member for that purpose and bearing his signature.

4.02 The College's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization during the 15-day period commencing on June 1 and ending on June 15 of each year or upon the termination of employment or transfer to a job classification outside the bargaining unit.

4.03 Agency Shop. All employees who are covered by this Agreement who are not members of the Union and who have been employed by the College for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

All authorized deductions will be made from the member's pay on a regular basis. The College shall deduct on a regular basis from each non-member of the recognized

bargaining unit a fair share fee as determined by the Union, but not greater than the amount of monthly Union dues. All deductions shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the month in which the deduction is made, together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09 (C) pertaining to political expenditures by the employee organization.

4.04 The CCC-AAUP shall indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

4.05 The College shall promptly furnish the CCC-AAUP with the names of all newly hired employees covered by this Agreement together with their addresses as they appear on the records of the College.

4.06 Newly-hired employees in the bargaining unit will conform to job description requirements and receive all wages and benefits of this Agreement.

ARTICLE 5 - STATEMENT OF BOARD RIGHTS AND RESPONSIBILITIES

5.01 The Board of Trustees reserves and retains, solely and exclusively, all Board rights, powers and authority, including the right of the Board of Trustees, acting through the Administration, to determine and fulfill the mission of the College, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations, except as specifically limited by explicit provisions of this Agreement, or other mutually agreed upon documents. Such exclusive Board rights include, but are not limited to, the following:

1. Determine location of campuses, satellites and other facilities and equipment of the College;
2. Establish, modify and enforce reasonable policies, rules, regulations and standards for faculty performance;
3. Determine the financial policies and procedures of the College, including the exclusive right to allocate and expend all funds of the College;
4. Determine position qualifications, recruit and appoint faculty;
5. Evaluate and determine professional competence, grant tenure, promote, supervise, discipline for just cause, discharge for just cause and demote for just cause, lay off,

transfer among campuses after consulting with the faculty, assign, schedule, and reappoint faculty;

6. Establish, define, modify and abolish job classifications;

7. Initiate, design, develop, adopt, modify and delete degree programs, certificate and award programs, credit courses and non-credit activities and approve and authorize the courses and programs to be offered by the College;

8. Determine program and course curriculum content, objectives, grading standards and procedures; and

9. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE 6 - CONDITIONS OF EMPLOYMENT AND PROFESSIONAL RESPONSIBILITIES OF FULL-TIME FACULTY

6.01 Each member of the instruction faculty will be responsible for teaching a standard of 30 ESU's per academic year with a minimum of 9 and a maximum of 18 ESU's per academic semester. Because of variations in enrollment patterns and course sequences, other instructional assignment arrangements shall be permissible so long as the total number of assigned equated semester units is maintained. The College administration may equalize individual faculty members' instructional assignments over a two-year period if deemed appropriate. A faculty member's ability to draw upon carryover ESU's will not supercede the administration's right to assign workload providing such assignment does not result in the faculty member having to accept part-time pay.

6.02 The ESU shall be the college-wide standard unit of measurement for calculating the direct instructional assignments of teacher/faculty members based on the standard of a lecture presentation, wherein one (1) lecture hour of class meeting per week equals one (1) ESU per standard academic semester, upon which all other instructional classification variations are based. Exceptions to this standard are English 1010 and 1020, which shall be assigned 1.2 ESU's for each lecture hour of class meeting per week. In this context, fifty (50) minutes (one laboratory hour) of presentation for all non-clinical laboratory sections (as defined in the official College catalog or otherwise approved by the Board of Trustees) per week for a standard academic semester shall be equated at .82 ESU's for each lecture hour of class meeting per week for AY 04-05 and 05-06. In 06-07, each lecture hour will be equated at .85. Nursing clinical hours shall be equated at 1.0 ESU for each clinical hour per week.

6.03 Full-time Faculty Workload and Professional Responsibilities.

(A) (1) The avowed purpose of the College is to ensure excellence of instruction and student development. The Board of Trustees, the CCC-AAUP and the administration are all committed to these goals. Inherent elements in this commitment are the relationships between faculty workload, standards and performance, student learning and professional responsibilities of faculty. It is recognized that in application to dedicated professionals, it is not always possible to quantify all expected performance outcomes. It is essential, however, in the context of institutional responsibility to maintain standards of accountability with regard to professional services performed. For purposes of planning the human resource needs of the College in accordance with available fiscal resources, it is important that standards of performance for institutional employees be established and that such standards are communicated to all full-time contracted faculty.

(2) The purpose of this article is to set forth in concise manner basic College-wide standards related to full-time faculty workload and professional responsibilities.

(B) Bargaining Unit Members - (tenure-track status: probationary or tenured) shall consist of the following categories of employee:

- (1) Instructional faculty
- (2) Librarian faculty
- (3) Counseling faculty

NOTE: Those individuals who have a portion of their responsibilities devoted to academic area program management shall be considered bargaining unit members. The program management portion of their assignment shall be less than fifty percent (50%) of their equated semester unit (ESU) teaching load.

(C) All full-time contracted faculty of the College shall carry out professional duties in the College consistent with written position descriptions (included in Appendix D) which contain stated duties and responsibilities. Work or professional performance objectives have been developed upon which evaluations of faculty will be based. Evaluations of all faculty will be made according to Article 26. Such evaluations will become a part of the faculty member's permanent file.

(D) All bargaining unit members may be assigned after appropriate consultation, to one (1) or more campuses of the institution or other instructional sites subject to the program needs within the educational delivery system of the College. Such assignment may be adjusted each semester to achieve effective utilization of personnel resources. Assignments will be made during five (5) days of the standard academic week (Monday through Friday). Full-time contracted faculty may be assigned weekend or evening or off-campus credit responsibilities as part of their regular load. Campus presidents/college vice presidents or their designees shall be responsible for determining faculty assignments within the total College.

(E) The standard academic year for full-time contracted faculty is thirty-six (36) weeks or one hundred eighty (180) days, between August first and the following May thirty-first beginning with the initial semester calendar for Fall 1998. Mandatory days of service for instructional faculty shall commence no sooner than 10 days after the due date for grades at the completion of the final summer term. For full-time teacher/faculty members, the standard academic year is normally subdivided as follows:

(1) Instruction/evaluation 32.0 weeks 160 days minimum (2) Other professional responsibilities 3.0 weeks 15 days maximum (3) Holidays 1.0 weeks 5 days maximum

NOTE: The holidays noted in number 3, above, shall include Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Martin Luther King Jr. Day.

(F) The standard academic semester for full-time contracted faculty is normally sixteen (16) weeks or eighty (80) days. (1) Consistent with the standards established by the Ohio Board of Regents, classroom instruction/evaluation activities are normally to be completed within the eighty (80) day instructional semester.

(a) Evaluation activities, including mid-term progress reports and final examinations for each instructional section, will be considered an integral part of the eighty (80) days of instruction/evaluation. A final examination week as scheduled by the College will occur during the last week of the regular eighty (80) day semester. Exceptions may be made for part-of-term and flexible courses. Mid-term progress reports must be submitted midway through the applicable term (full, part-of-term, or flexible). Any changes in current practice regarding mid-term progress reports must be made in consultation with the AAUP.

(b) Instructional time lost during a scheduled standard academic semester because of official College closings resulting from unanticipated factors will be made up by the addition of instructional days to the official standard academic semester, after negotiations with the CCC-AAUP with regard to the scheduling of make-up days.

(G) The standard academic week for all full-time contracted faculty consists of a minimum of thirty-seven and one-half (37.5) hours of defined responsibility. Under ordinary circumstances, these hours will be divided equally Monday through Friday. In those situations where a portion of a faculty member's responsibilities is carried out on a sixth (6th) day in the standard academic week or in a combination of day and evening assignments, appropriate adjustments in the Monday through Friday schedule will be made. The impact of the minimum thirty-seven and one-half (37.5) hour standard academic week varies for the different categories of faculty covered by this Article.

(1) Instructional faculty members will be responsible for specified duties and responsibilities assigned within the thirty-seven and one-half (37.5)-hour standard academic week. Of the thirty-seven and one-half (37.5) hours, a minimum of thirty hours of professional responsibilities will be assigned and accounted for on campus or at other College-assigned locations where scheduled instructional or student contact activities

are conducted. Other professional responsibilities that need to be discharged at off-campus locations are to be accounted for beyond the aforementioned thirty-hour minimum. Specific professional duties and responsibilities are included in the position descriptions for instructional/faculty members and are determined in conjunction with the appropriate administrator.

(2) Full-time contracted counselor/faculty members and librarian/faculty members will be responsible for specified duties and responsibilities assigned within the thirty-seven and one-half (37.5) hour standard academic week. These professional duties and responsibilities will be discharged and accounted for on campus or at other College-assigned locations where scheduled activities are conducted. Specific duties and responsibilities are included in the position descriptions for these roles and are determined in conjunction with the appropriate administrator.

(3) Each full-time contracted instructional faculty is to be available in an assigned faculty office for scheduled and unscheduled student conferences as per 6.09 of this Article, at times posted and convenient both to students enrolled in the faculty member's classes and to prospective students seeking information. Other professional responsibilities such as class preparation and evaluation may be discharged during the specified office hours if student conferences are not taking place. Appropriate approved adjustments will be made for instructional faculty who have off-campus instructional assignments and/or assignments at more than one (1) site.

(4) Equated Semester Units (ESU'S)

(a) Determination as to lecture, laboratory or other instructional classification of a course shall be based upon the Board-approved course description contained in the official College catalog or otherwise officially approved by the Board.

(H) Full-time contracted faculty may, as time permits, request or be requested to assume an additional assignment for extra remuneration.

(I) Members of the full-time contracted faculty may be assigned committee responsibilities, departmental responsibilities, community service responsibilities, responsibilities relating to students (activity and educational advising) and other professional responsibilities consistent with the mission and role of the institution. Such assignments shall be undertaken by the faculty as a part of their professional assignment. These indirect workload assignments will be made on a rotating basis when feasible and will be accounted for within the established professional assignment system of the College.

(1) Teacher/faculty members employed during the summer session will be responsible for carrying out related professional responsibilities based on the number of ESU's taught for which compensation is being paid on the basis of a teacher/faculty member's total full-time professional assignment during the standard academic year.

(2) The executive vice president for academic and student affairs and the campus presidents/college vice presidents have been named approving authorities within their designated areas of responsibility and are authorized to assign related professional responsibilities as described above. Such assignments are to be in writing.

(3) Indirect workload responsibilities and accomplishments are to be reported by each bargaining unit member to the appropriate administrator on forms which have been specifically developed for this purpose and in accordance with the established schedule.

(J) Essential to the implementation of College-wide policy standards is the maintenance of flexibility at the campus department level to plan appropriately to assure proper application of differing teaching-learning strategies and other variables related to instructional program delivery. To assure maximum flexibility within the policy standards established herein, campus departmental-level instructional and program planning should take into account the following strategies:

(1) Smaller classes could be merged into larger classes to increase the academic unit's student credit hour output yields.

(2) Instructional faculty may be assigned to teach additional ESU's up to eighteen (18) ESU's per semester. This strategy should not be used arbitrarily and should be implemented only after other means for achieving the unit's student credit hour standard have been used. If faculty of the College teach within the regular thirty-six (36) week standard academic year of which 32 weeks are for instruction/evaluation additional credit courses beyond thirty (30) ESU's, as part of the effort to achieve the Board policy standards measured in student credit hours, then such additional ESU's up to a limit of 3.00, may be carried forward to the succeeding academic semester/academic year or compensated at the applicable part-time faculty rate at the option of the teacher/faculty member. Should a teacher/faculty member teach beyond the 3.00 limit, then any additional ESU's beyond 3.00 will be compensated at the applicable part-time faculty rate, but, except under special circumstances, no bargaining unit member may accept an overage of more than 14 ESU's per academic year.

6.04 Lab-Lecture/English Composition Ratios and other Workload Provisions.

(A) All laboratory sections, as defined in the official College catalog or otherwise approved by the Board of Trustees, will be equated on a .82:1 basis for academic years 04-05 and 05-06. In academic year 2006-07, a .85:1 basis will be used. Nursing clinicals shall be equated at 1.0 ESU for each clinical hour per week.

(B) English 1010 and 1020 courses will be equated on a 1.2:1 basis.

(C) The College and the AAUP will monitor and evaluate the English Composition courses in the 090 series, as defined in the official College catalog or otherwise approved by the Board of Trustees, in order to ensure that the required workload of this series of English Composition courses remains fair, reasonable and equitable.

(D) Credit instruction offered at off-campus sites shall be made available to faculty to teach as part of their 30 ESU's, if insufficient classes are available at the faculty member's home site to make up a full teaching load, or to meet programmatic needs as defined by the College.

6.05 In addition to those ESU's reassigned for non-teaching responsibilities related to professional improvement leaves, CCC-AAUP leadership, Joint Faculty Senate Council participation, program coordination, and the reassignment of faculty to perform administration roles, the College also agrees to provide a minimum of 200 ESU's per fiscal year for those functions determined to further enhance the instructional/instructionally-related processes of the institution.

(A) Those areas for which ESU's may be reassigned based on need are the following:

- (1) activities related to program or course development;
- (2) activities related to faculty professional development;
- (3) activities related to program accreditation/re- accreditation;
- (4) activities related to special projects having a direct relationship to instructional or instructionally-related programs; and
- (5) other activities determined to be of such scope and structure as to require the assignment of ESU's for those persons directly involved in the effort.

(B) A Joint Administration CCC-AAUP committee will be created for the purpose of establishing standards and setting the criteria for the types of projects and activities for the granting of faculty members' requests for 200 reassigned ESU's and reviewing the actual reassignment of ESU's to faculty members. The committee shall advertise, solicit and evaluate projects to be funded. The committee shall be composed of an equal number of representatives (1) from the administration; and (2) selected by the CCC-AAUP. In the event that a dispute develops regarding the reassignment of ESU's, then the matter may be submitted to advisory, non-binding arbitration by either the CCC-AAUP or the College. Article 33 of this Agreement shall govern the method of selection and the manner of payment of the arbitrator.

6.06 Faculty Class Scheduling. The College will attempt to follow the principle of departmental rotation among qualified faculty where practical and feasible and after consulting with faculty in making multi-campus assignments. In addition, the College will attempt to avoid scheduling a faculty member to teach at more than one (1) campus on a single day if such is practical and feasible. Finally, the College will attempt to avoid assigning a faculty member to an early morning class following a late evening class where practical and feasible.

6.07 Large Group Instruction. Faculty members engaged in a lecture instructional delivery strategy shall receive additional ESU credit for each state-mandated census date enrollment range as follows:

Number of Students	ESU Bases/Added
1 to 50	1.0/0.0
51 to 85	1.0/0.2
86 to 120	1.0/0.4
121 to 155	1.0/0.6
156 or more	1.0/0.80

6.08 Preparations. Instructional faculty shall normally not be required to make more than three (3) different preparations per standard academic semester, nor more than five (5) per standard academic year. Exceptions to this standard may be necessary in certain subject areas and for certain instructional delivery systems, and such exceptions shall be documented by a written rationale prepared by the respective Deans, in consultation with the faculty member involved. This rationale must be approved by the appropriate Dean and, following approval, kept on file in the Dean's office. Abuses of the College's policy regarding preparations shall be grievable under Article 33 of this Agreement.

6.09 Office Hours. Faculty members are to be available in an assigned faculty office for scheduled and unscheduled student conferences for a minimum of ten (10) hours per week at times convenient to both students enrolled in the faculty member's classes and to prospective students seeking information. A faculty member with prior approval from his Dean, which shall not be unreasonably withheld, may fulfill the ten (10) hour per week requirement in four (4) days. Exceptions to this standard may be approved by the College.

6.10 Mandatory Days of Service. Each bargaining unit member is required to include as a component of the 15 days of additional professional service, beyond the 160 days of instruction/evaluation defined by the College academic calendar for the academic years, seven (7) full days of professional service on the specified dates after negotiations between the College and the CCC-AAUP.

6.11 Flexible Days of Service. In addition to the seven (7) mandatory days of professional service defined above, faculty must select, with the concurrence of their respective Dean, eight (8) additional full days of service from a list of calendar dates designated after negotiations between the College and the CCC-AAUP. Such days of service are to be used for "professional activities" and/or "faculty activity days" in any numerical combination determined by the approving authority to be meaningful and profitable to both the faculty member and the College. Such activities may include any combination of the following:

- Providing program orientation to new or prospective students
- Developing curriculum
- Attending division/unit meetings
- Developing instructional materials
- Tutoring or providing remediation for student deficiencies
- Administering examinations for credit or make-up exams
- Preparing laboratories for instructional activity
- Working with advisory committee or external consultants
- Conducting educational research
- Attending governance committee meetings, ad hoc, college standing committees, or College-wide task forces or committees, (whether or not the meetings were held on designated Flex Days)
- Grading and evaluating student work on the day between the last day of classes and the day grades are due in the Office of Admissions and Records
- Performing regular counseling duties
- Performing regular librarian duties
- Preparing grant proposals
- Developing and implementing in-service training programs
- Participation in orientation and supervision of adjunct faculty
- Up to five (5) days per academic year for "faculty activity days" to be used for the purpose of enhancing the College's mission. These activities may include, but are not be limited to: professional development, technology training, student recruitment/retention, class preparation/ evaluation activities, college service, public service or student service including student advising within a faculty member's academic discipline but that is not in conflict with non-instructional faculty members' direct or indirect responsibilities.

Commencement shall be considered one of the flexible days of service. Faculty attendance on commencement day shall be on a rotating basis, with half of the faculty required to attend every other year.

With the exception of faculty activity days, which may be completed either on or off campus, it is expected that the listed activities will be performed primarily on campus (of course with the exception of attending meetings for governance committees). Any flex day time spent off-campus must be explicitly authorized by the appropriate director or Dean.

The eight (8) additional days of service are here defined as "flexible" insofar as faculty will have some option as to the specific days selected, the activities selected and the duties performed, to satisfy this requirement, assuming administrative approval. The potential flexible days of service will be designated after negotiations between the College and the CCC-AAUP.

Faculty are to reach agreement with directors and Dean concerning the specific "flexible days of service" selected and are to submit to their respective supervisors proposed dates of such service on the forms provided.

An additional avenue of accumulating time toward the fulfillment of the eight (8) flex day obligation also exists. Faculty participating in the governance committees (except for chairpersons and committee staff who are receiving ESU reassigned time for their work) may count the time toward the eight (8) flexible day (60.0 hour) commitment. Such time will be credited on a one-half (½) day per meeting basis. Faculty participating in the governance committees still should select eight (8) flexible days on the form. If governance committees are held on days not specified as flex days, the hours spent in such meeting will be credited to a portion of one of the flex days selected by the faculty member. The appropriate director and Dean will maintain the records necessary to accurately account for such time.

6.12 Work Week. Assignments for most full-time faculty will be made during the five (5) days of the regular academic week (Monday through Friday). Should program needs so dictate and with the approval of the affected faculty, full-time faculty may be given responsibilities involving weekend or evening assignments as part of their regular load. In those situations in which a portion of a faculty member's responsibility is carried out on a sixth (6th) day in the instructional week or in a combination of day and evening assignments, an appropriate adjustment in the Monday through Friday span will be made.

Each full-time faculty member must provide a full day of professional service on campus on the mandatory contract day specified above. In addition, each full-time instructional faculty member must complete eight (8) full days of professional service on-campus selected from the dates designated after negotiations between the College and the CCC-AAUP.

Full-time instructional faculty members are required to notify, in advance, their directors and Dean concerning the flexible non-instructional contract days of professional service they wish to apply toward their contractual obligations.

ARTICLE 7 - RETRENCHMENT: TENURED FACULTY

7.01 If, as a result of financial exigency determined in good faith by the CCC Board of Trustees, a material decrease in student enrollment, or a program reduction, consolidation or elimination, it becomes necessary to reduce the number of tenured faculty, tenured faculty may be laid off without pay.

The CCC Board of Trustees' good-faith determination of financial exigency, material decrease in student enrollment, or program reduction, consolidation or elimination requiring a layoff of tenured faculty will be subject to review under the grievance procedure and, in the event of an unresolved dispute, to final and binding arbitration.

To the extent practicable, as soon as the Administration has reason to believe that there is a serious likelihood that any of these conditions will occur, it will so notify the CCC-AAUP of the contingency and provide them with all available information. The CCC-

AAUP will have a fair opportunity to evaluate the information and to develop and recommend alternative methods to deal with the problem.

7.02 Layoffs will be implemented on a College-wide basis in the case of financial exigency and within the affected instructional teaching department or equivalent non-instructional unit (considered on a College-wide basis) in the case of a material decrease in enrollment or program reduction, consolidation or elimination.

Except where otherwise required by considerations of program continuity, no tenured faculty member will be laid off in the case of financial exigency until all part-time lecturers, full-time lecturers and non-tenured faculty have been laid off within the instructional teaching department or equivalent non-instructional unit where the tenured faculty is to be laid-off.

Except where otherwise required by consideration of program continuity, no tenured faculty member will be laid off in the case of material decreases in student enrollment or program reduction, consolidation or elimination until all part-time lecturers, full-time lecturers and non-tenured faculty within the affected instructional teaching department or equivalent non-instructional unit (considered on a College-wide basis) have been laid off.

7.03 Tenured faculty will be laid off on the basis of College-wide seniority (i.e., full-time service within the bargaining unit) subject to the requirement of possessing the necessary qualifications (1) to teach the courses to be offered, in the case of instructional faculty; or (2) to perform the available and required work, in the case of non-instructional faculty.

Tenured faculty members subject to layoff under these provisions will be given an opportunity to transfer to another instructional teaching department or equivalent non-instructional unit if they possess the necessary qualifications (1) to teach the courses to be offered for instructional faculty; or (2) to perform the available and required work for non-instructional faculty.

7.04 Laid-off tenured faculty members will be offered, in accordance with their seniority, reinstatement if, within a period of five (5) years from the date of layoff, an appointment becomes available in the same instructional department or equivalent non-instructional unit to which they were assigned at the time they first became subject to layoff or to which they were subsequently transferred. Laid-off tenured faculty members must notify the Administration within thirty (30) days of receiving a recall notice to an available appointment that they intend to accept the offer of reinstatement. The College agrees not to offer an appointment in any instructional department or equivalent non-instructional unit until all laid-off tenured faculty members fully qualified to teach therein (instructional faculty) or work therein (non-instructional faculty) have, in accordance with their seniority, been offered reinstatement.

7.05 Laid-off tenured faculty members shall have the right to review, through the grievance procedure, subject to final and binding arbitration, the validity of their layoff under applicable criteria and procedure.

7.06 At least one (1) full academic year's notice will be given to a tenured faculty member subject to layoff hereunder, and layoff will become effective only at the end of the appropriate academic year.

ARTICLE 8 - REDUCTION IN FORCE: TENURE-TRACK NON-TENURED FACULTY

8.01 If, because of operational or financial reasons, it becomes necessary to reduce the number of non-tenured, tenure-track faculty at the college, the necessary number of such faculty can be placed on layoff status without pay, pursuant to the following procedure:

1. Except where program continuity or limits established by Board staffing policy require otherwise, all full-time and part-time lecturers within the affected instructional department or equivalent non-instructional unit of the College shall be laid off first, before any non-tenured, tenure-track faculty member in the affected department or equivalent unit is laid off.

2. Except where program continuity or limits established by Board staffing policy require otherwise, non-tenured tenure-track faculty will be laid off in inverse order of seniority (i.e., full-time service) in the affected instructional department or equivalent non-instructional unit considered on a College-wide basis.

3. In the event that a tenure-track appointment becomes available in the same instructional department or equivalent non-instructional unit of the College in which one (1) or more non-tenured tenure-track faculty have been laid off, then, after all previously laid off tenured faculty eligible for appointment to such department or unit have been offered and refused such appointment, non-tenured tenure-track faculty members shall be offered such position in accordance with their relative departmental or unit seniority determined pursuant to paragraph 2 above, for a period of two (2) years from their respective dates of layoff. Laid off non-tenured faculty members must notify the Administration within thirty (30) days of receiving a recall notice to an available appointment that they intend to accept the offer of reinstatement.

4. A tenure-track faculty member who disputes the validity of his layoff has the right to review, through the grievance procedure, whether the criteria and procedure set forth in this Article have been properly followed and applied in his case.

5. Non-tenured, tenure-track faculty subject to layoff hereunder, will receive notice of such layoff in accordance with the following schedule:

(a) By April 1 of the academic year, at the conclusion of which it is proposed to lay off the faculty member, if the faculty member is in his first (1st) or second (2nd) year of full-time service at the College;

(b) By December 15 of the academic year, at the conclusion of which it is proposed to lay off the faculty member, if the faculty member is in his third (3rd) year of full-time service with the College;

(c) One (1) full academic year's notice will be given to non-tenured, tenure-track faculty members who are in their fourth (4th) or subsequent year of full-time service with the College.

6. Layoff of non-tenured, tenure-track faculty will become effective only at the end of the appropriate academic year.

ARTICLE 9 - PERSONAL LEAVE

9.01 All members of the bargaining unit may apply for personal leave with full pay up to a maximum of six (6) days during the academic year. Request for personal leave must be made with as much advance notification as is practical.

9.02 Personal leave shall be granted only for such matters as religious holidays, deaths of immediate family members, illness of immediate family members if the family member is confined to a hospital which is located more than 100 miles from the center of the City of Cleveland, or bona fide personal emergencies. Immediate family members shall include spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent or any other relative residing with the member. A member will not need to state the particular reason for seeking personal leave but will be required to certify that he or she is taking personal leave for one of the designated approved reasons.

ARTICLE 10 - SICK LEAVE

10.01 All members of the bargaining unit will be entitled to fifteen (15) days of sick leave each academic year. Sick leave may be used by members who find it necessary to be absent for reasons of personal illness, personal injury, personal disability, maternity, as well as for medical, dental or optical examination or treatment, and absence for reason for exposure to a disease which could be communicated to others. In addition, sick leave may be utilized by members who find it necessary to be absent as a result of an illness of a spouse, parent, or child that resides with the faculty member. In order to qualify for sick leave compensation, a member must give notice of an impending absence at the earliest opportunity and submit a bi-weekly automated absence report. (The College to provide ADA accommodations as needed). In addition, a faculty member who is absent from his assigned professional responsibilities due to illness for a period of five consecutive days or more must provide a physician's statement to continue any further sick leave as soon as possible after the fifth day of absence. Upon return to employment, a faculty member must provide a certifiable

physician's statement indicating that he is capable of resuming his full-time responsibilities as a faculty member. All physicians' statements will be on standard forms provided by the College.

10.02 This sick leave shall be accumulated commencing with the effective date of employment and may be accumulated from academic year to academic year up to a maximum of one hundred eighty (180) days. A member of the bargaining unit who has ten (10) or more years of service with the College will, upon retirement, be paid for one quarter (1/4) of his unused sick leave days up to a maximum of forty-five (45) days. This payment shall be at the full-time rate the member was receiving during his final year of employment.

Faculty members who at the beginning of any academic year have accumulated the maximum of one hundred eighty (180) sick days will be entitled to draw upon the annual maximum allotment of fifteen (15) sick days without reducing the accumulated total of one hundred eighty (180) sick days. However, under no circumstances may a faculty member take more than a maximum of one hundred eighty (180) sick days or convert more than the maximum of one-fourth (1/4) of one hundred eighty (180) sick days upon retirement.

10.03 Faculty members who find it necessary to be absent during the summer session for any of the reasons specified in Section 10.01 of this Article may utilize up to three (3) days of accrued sick leave.

10.04 Full salary and benefits shall continue to be paid to a member on sick leave until that member's current and accrued sick leave days are exhausted.

10.05 The College shall, at the start of each academic year, furnish each member with official notification of the number of sick leave days the member has accumulated.

10.06 In the event of the death of a bargaining unit member, the member's unused sick leave shall be paid to his designated beneficiary (if no beneficiary then to the estate). This payment shall be at the same rate and calculated in the same manner as that paid to a retiree in Section 10.01(A) or 10.02.

ARTICLE 11 - PROFESSIONAL IMPROVEMENT LEAVE

11.01 Professional Improvement Leaves will be made available to members of the bargaining unit to promote instructional excellence and professional development. Such leaves may be made available by the College's Board of Trustees each academic year for the purpose of additional education, research, or other such activities deemed of value to the educational mission of the College. At the discretion of the College, any or all of the Professional Improvement Leaves may be designated to be used by individuals to prepare themselves in an additional field of teaching expertise, or for any other appropriate purpose.

11.02 Members of the bargaining unit who have been contracted by the College as full-time, tenure-track faculty for a minimum of seven (7) contractual academic years are eligible to apply for a Professional Improvement Leave.

11.03 The number of Professional Improvement Leaves granted by the College each academic year will be limited to five percent (5%) of the total number of full-time, tenure-track faculty contracted at the rank of Instructor, Assistant Professor, Associate Professor or Professor employed by the college; however, the number of leaves available for each campus will be proportional to the total number of such bargaining unit members eligible for consideration for Professional Improvement Leaves at each campus.

Effective fiscal year 1985, the College will provide professional improvement leaves to a maximum of five percent (5%) of the full-time, tenure-track faculty as follows:

Plan A - 2 Semester Absence at 50% Annual Salary

Plan B - 1 Semester Absence at 75% Annual Salary

Plan C - 2 Semester Absence at 100% Annual Salary (Available to faculty members after 14 years of academic service with the College provided any such faculty member has not taken a professional improvement leave in the previous 14 years. Plan C shall be limited to eligible faculty up to 50% of the 5% maximum set forth in this article).

ARTICLE 12 - MILITARY LEAVE OF ABSENCE

12.01 Members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a paid leave of absence from their duties at the College for such time, not to exceed thirty-one (31) days in any one (1) academic year, that they are required to be in military service (on field training or active duty). Such employees must notify the appropriate College administrator as soon as they are advised of when their military obligation shall commence.

ARTICLE 13 - JURY DUTY

13.01 The College recognizes the civic duty of faculty members to respond for service when called for jury duty. A faculty member called for jury duty shall be granted a leave of absence with pay for the duration of his jury duty service.

ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY

14.01 A faculty member may, upon written request, be granted a leave of absence without pay for up to, but no more than, one (1) academic year for professional or personal reasons with the approval of the Vice President for Human Resources or his designee. Requests for such leaves, specifically stating the reasons, must be submitted

in writing at least one (1) semester before the leave is requested to begin, unless impossible because of a bona fide personal emergency.

Except for unusual circumstances, leaves of absence without pay will not be granted to individuals prior to their completion of three (3) consecutive years of full-time tenure-track service to the College.

14.02 A faculty member on leave of absence without pay must notify the Vice President for Human Resources in writing at least three (3) months prior to the expiration of the leave or by March 1st if the expected date of return is the beginning of the next academic year whether or not he intends to return to the College upon the expiration of the unpaid leave of absence.

14.03 Insurance benefits may be continued during a leave of absence without pay at the faculty member's expense.

14.04 A faculty member on an approved leave of absence must notify the College no later than March 1 whether or not he intends to return to the College next year.

14.05 A faculty member on an approved leave of absence will return at his former rank, step, and grade.

ARTICLE 15 - PROFESSIONAL IMPROVEMENT TRAVEL

15.01 The Administration will make every effort to provide funds for travel to professional meetings and other appropriate events in the amount of seven hundred fifty (\$750.00) dollars for 04-05, eight hundred (\$800.00) dollars for 05-06 and eight hundred fifty dollars (\$850.00) for 06-07. Such travel funds may be utilized by faculty members to defer the cost of courses for professional development related to the faculty member's particular discipline. Such travel funds will be allocated equitably among the members of each department, including those faculty who are on approved professional improvement leave and for this purpose, equitable allocation of opportunity to utilize travel funds may extend over a period of three (3) academic years.

15.02 Any unused faculty travel funds will be added to the individual's fund for the following year. Funds may be accumulated to \$2,250 in 04-05, \$2300 in 05-06, and \$2400 in 06-07 but may not be transferred to any other faculty.

15.03 Faculty members who have received travel funds from the College to attend professional meetings shall report to their colleagues on the substance of the meetings. A written summary shall be filed with the appropriate Dean and, where appropriate, shall be shared with the College community.

ARTICLE 16 - COMPENSATION

2004-2005, 2005-2006 and 2006-2007 ACADEMIC YEAR SALARIES

16.01 A new salary structure and corresponding salary schedules will be implemented for academic years 2004-05, 2005-06 and 2006-07. The salary schedules shall reflect a 3.0% increase for 2004-05, 3.0% increase for 2005-06 and 2.5% increase for 2006-07.

16.02 For academic years 2004-05, 2005-06 and 2006-07, each faculty member will be compensated according to the salary schedule adopted for that year attached hereto as Appendices A, B and C respectively at the next highest ½ salary step, or next highest full step in those instances where there is no ½ salary step between two (2) full steps.

16.03 Each faculty member who has completed three (3) academic years at step 13.5 or 14 of the faculty salary schedule will receive a salary increment in the amount of \$1,000, each faculty member who has completed five (5) years at step 13.5 or 14 will receive a salary increment in the amount of \$1,500 and each faculty member who has completed seven (7) years at step 13.5 or 14 will receive a salary increment in the amount of \$2,000.

Each salary increment will be granted to the faculty member upon the tender and acceptance of his or her contract for the subsequent academic year.

16.04 A Joint Administration-Faculty Committee will review each candidate's credentials and recommend who qualifies for a salary adjustment based upon additional education.

ARTICLE 17 - LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

17.01 The College will provide life insurance benefits to members of the bargaining unit equal to 2-1/2 times their basic salary, rounded to the next lower \$500, up to a maximum of \$175,000, subject to the terms and conditions set forth in the insurance policy issued by the College's carrier.

17.02 The College will provide accidental death insurance benefits to members of the bargaining unit equal to 2-1/2 times their basic salary, rounded to the next lower \$500, to a maximum of \$150,000 and accidental dismemberment insurance benefits subject to the terms and conditions set forth in the insurance policy issued by the College's carrier.

ARTICLE 18 - HEALTH CARE

18.01 The College shall continue to provide an election of competitive medical plans that allows fulltime employees flexibility in the type and level of benefits, consistent with those in effect as of January 1, 2004. Bargaining unit members may also participate in an optional Dental Plan, the Medical Waiver option, the Optional FSA Account and the four hundred (400) college provided credits.

18.02 Effective January 1, 2005, through August 15, 2007, the College will pay 80% of the College's total healthcare premium costs.

18.03 The college will provide four hundred (400) credits for each faculty to be used to purchase benefits or reduce premium costs within the "electives program" including flexible spending accounts to be used for uncovered medical, dental, vision, and hearing expenses, and/or dependent care including day care for eligible dependent children, disabled spouses, or parents.

18.04 College-Wide Health Care Committee. The College-Wide Health Care Committee shall have an equal number of representatives from the administration, the various collective bargaining units, and non-bargaining unit support staff. The Committee will explore alternative health care cost containment possibilities.

18.05 The college will maintain a level of benefits equivalent to those in effect as of January 1, 2004, as set forth in Appendix K, unless the parties mutually agree otherwise.

ARTICLE 19 - LONG-TERM DISABILITY INSURANCE

19.01 After all current and accumulated sick leave has expired, or after sixty (60) calendar days, whichever is greater, the College will provide a disabled member 70% of his basic salary up to a maximum of \$3,000 per month, subject to the terms and conditions set forth in the disability insurance policy issued by the College's carrier.

ARTICLE 20 - HEALTH AND WELLNESS

20.01 The College may offer incentives to eligible bargaining unit participants who voluntarily participate in College-Wide Health and Wellness Programming. Such participants could receive incentives including but not limited to a discount in health care premium costs.

ARTICLE 21 - SUMMER SCHOOL

21.01 Faculty members (including both instructional and non-instructional faculty) shall be offered summer school assignments under the following provisions: A minimum of 60% of base Summer School IFTE requirements will be filled by regular full-time faculty compensated on a pro-rata basis. Compensation for summer sessions will be

based upon 30 ESU's. Both instructional and non-instructional faculty requirements will be based upon the previous summer for the purpose of determining the 60% minimum utilization of full-time faculty.

The College and the CCC-AAUP will create a joint committee to review and recommend guidelines relative to summer session staffing.

21.02 Faculty workload assignments for summer.

(A) Summer session staffing will be governed by all appropriate Board policies and the following procedure.

(B) This section pertains to the assignment of instructional faculty.

(1) Because the principles pertaining to the selection of faculty members for summer session assignments as contained in the policy on full-time faculty workload and professional responsibilities are intended to emphasize that the faculty is an all-College faculty, and within the limits established in paragraph (F) of this procedure, any full-time faculty member of the College qualified under paragraph (H) who submits a timely, written request for a summer session teaching assignment, shall be given at least one (1) class assignment, if one is available at sufficient enrollment, before any other full-time faculty member is given a second (2nd) teaching assignment. Using the same principle, and within the limits established in paragraph (F) of this procedure, any full-time teaching faculty member who requests two (2) summer teaching assignments shall be given the second assignment, if a second assignment is available, before any other full-time faculty member is given a third teaching assignment. For purposes of this procedure, a "class assignment" is a section with a unique section number.

(2) Summer assignments will be made College-wide under the direction of the Dean of the campus with communication and agreement of the lead Dean responsible for planning and budgeting in the academic area.

(3) Class assignments will be initially made to full-time faculty up to the maximum ESU load (see paragraph F) without regard to pro-rata full-time faculty salary schedule rates. Where choices in assignments are possible, full-time faculty members shall receive first priority consideration for all classes offered.

(4) In any case in which there are insufficient summer class assignments for full-time faculty, College-wide, requesting an assignment within a subject area, assignments will be made based upon a random selection from among those faculty members who have formally expressed a desire and who are qualified to teach the available class(es). In situations which require such a selection, records will be kept by appropriate personnel which will indicate for prior summer session those faculty who did not receive their assignment of choice during the random selection process. These records will be used so that such faculty will be accorded, during the current summer session assignment process, treatment which would reduce the chances of this situation occurring again.

(5) Should a situation arise in which two (2) or more faculty members request the same course assignment, preference will be given to the faculty person who has requested a course on the campus which was his "home campus" during the preceding academic year, assuming this assignment was the faculty member's course of first choice. On second or subsequent choices, or in the event of two (2) faculty each requesting the same assignment on their "home campus," the random selection process described in paragraph (B)(4) will be utilized.

(6) Faculty members who are chosen by appropriate administrators to prepare a particular course which requires unusual lead time for preparation will be assured of receiving the assignment for which they prepared (assuming that the class is actually offered). In order to be "guaranteed" these assignments, faculty must list such courses as their first choice. At this point, this category of courses includes only television courses. Additionally, faculty members developing new television courses will be guaranteed the opportunity to teach the new course for the first two (2) summers. After that time, any faculty member may request to teach it.

(7) If necessary, part-time lecturers may be released from class assignments as late as the end of the first (1st) week of class to assure that the principles and priorities established in paragraph (B) are met.

(8) After the tentative assignments of full-time faculty have been made initially, the pro rata ESU's available for payment of the assignments will be apportioned to all assigned full-time faculty. The apportionment will be determined by taking the total number of ESU's available and dividing by the number of faculty who wish to teach at pro-rata pay. The resulting number of pro-rata ESU's will be assigned to each faculty member's assigned load. Those faculty who teach at a load less than the ESU's available to them will have the pro-rata ESU's not used returned to a college-wide pool, where the number of faculty who have more ESU's than those originally available at pro-rata pay will be divided into this remaining pool of ESU's apportioned to them. After the second round of determining the number of ESU's available to each remaining faculty, that number will be assigned to those faculty. If there are any remaining ESU's, they will again go into a pool which will be divided by the number of remaining faculty members and assigned. Those ESU's taught over and above the assigned pro-rata pay ESU's will be paid on a part-time basis.

(9) Summer session salaries for persons employed as full-time faculty members during the standard academic year immediately preceding their summer session professional service to the College shall be paid on the basis of a proration of that standard academic year's salary. The salary figure to be used as the basis for the proration shall include the longevity salary increments for those full-time faculty members who received the increment(s) during the immediately preceding academic year. Pro-rated salaries shall be paid only for those ESU's which do not exceed the limits established in paragraph (F) of this procedure. Summer session salaries paid for ESU's which exceed the limits established in paragraph (F) of this procedure and/or

which are paid to faculty assigned to sections budgeted totally or in combination at part-time rates, shall be paid at the applicable part-time lecturer salary rate.

(C) This section pertains to the assignment of non-instructional faculty (counselors and librarians).

(1) The procedure for assigning non-instructional faculty is intended to emphasize that the faculty is an all-College faculty. Separate College-wide pools of summer assignments will be created for counselors and librarians. The available assignments will be divided equitably among the full-time faculty qualified in their respective areas who have submitted a timely, written request for such assignments.

(2) Each full-time non-instructional faculty member who requests a summer assignment shall have one assignment unit before any other full-time non-instructional faculty member receives a second assignment unit, and each who wishes a second assignment unit shall have it before any other receives a third unit, etc. One ESU for a full-time non-instructional faculty member is equal to six (6) days of summer employment at full-time pro-rata. The maximum number of full-time assignment units is seven (7) for forty-two (42) days at full-time pro-rata. This is not subject to any summer school pool calculation.

Half of the faculty member's selected pro rata days may be scheduled at the College's discretion. The other half of the faculty member's selected pro rata days may be scheduled at his discretion. Said days shall start the first day of the summer term and end the day before the start of the following summer term.

All assignments of pro rata, whether done at the College's discretion or the faculty member's discretion, shall be made in consultation between the Director of Counseling and the non-instructional faculty member before the decision is final.

(3) The portion of each full-time non-instructional faculty member's summer assignment to be paid at pro-rata full-time faculty salary schedule rates will be determined on an hourly basis. The number of pro-rata hours available will be apportioned among the full-time faculty who have summer assignments. Each full-time faculty member may be paid at pro-rata rates for the number of hours up to the maximum allowed as a fair share. All assignments for professional counselors and librarians will be included in the computation of the fair share of pro-rata pay. Non-instructional faculty members who accept instructional assignments during the summer session will be compensated at the applicable part-time lecturer salary rate.

(D) In addition to responsibilities enumerated in applicable Board policies and College-wide procedure, the faculty member who accepts a summer session appointment is required to fulfill completely all teaching and related professional responsibilities.

(E) Contract dates

(1) The contract for instructional faculty employed during either the early or the late five (5) week summer session will consist of a total of twenty-five contract days. There are twenty-five (25) days of class meetings.

(2) The contract for instructional faculty employed during the ten-week summer session will consist of a total of fifty (50) contract days. There are fifty (50) days of class meetings.

(3) The calendar for non-instructional faculty summer school contract assignments may be made any time during the period beginning the day following the end of spring semester and extending through the day prior to the first faculty contract day of the following fall semester.

(F) Full-time and part-time ESU workload assignments

(1) In accordance with Article 6, the maximum load per full-time instructional faculty member at pro-rata full-time faculty salary schedule rates during the summer session will be on the basis of the equity system of distribution of pro-rata assignments, not to exceed the maximums specified in (F)(2) of this rule.

(2) The maximum workload for full-time faculty members in terms of full-time pro-rata ESU's is seven (7) for a part of term summer session and seven (7) full-time pro-rata ESU's for a ten-week full term summer session. In those instances where a full-time faculty member teaches a combination of part of term and full term classes, the maximum load will be seven (7) full-time ESU's for the combined assignment. In those instances where a full-time faculty member teaches a different number of weeks (e.g., four), the maximum ESU's, number of days, and other associated responsibilities will be apportioned based upon the full term standard. In those instances where a faculty member teaches both 5 week summer terms, the maximum load will be 7.0 full time ESU's.

(3) In order to maintain a certain degree of flexibility in developing class assignments for instructional faculty, a faculty member may teach an overall maximum of twelve (12) ESU's (the maximum under the equity pool system up to seven (7) full-time and five (5) part-time). The maximum may not be extended by "contributed" or "donated" services (without pay), although the College appreciates the intent of faculty members who would offer their services without pay.

(4) Any assignments to a full-time faculty member, either instructional or non-instructional, will count toward the maximums stated in paragraph (F) of this rule. The total amount earned for summer assignments shall not exceed the total which would be paid for the equivalent of the ESU maximums stated in paragraph (F) of this rule.

(5) Non-instructional faculty members shall be subject to the dollar equivalent of the ESU limitations specified above, based on the following translation of potential maximum ESU earnings into non-instructional days.

Six (6) non-instructional days shall be the equivalent of one (1) ESU. Therefore, a non-instructional faculty member will be limited to a maximum of eighty-four (84) days (14 FT/PT ESU's x 6 days = 84 days maximum) for all summer pro-rata assignments. Non-instructional faculty members who accept any instructional assignment shall have that assignment(s) included as part of their maximum potential earnings on the basis of one (1) ESU = six non-instructional days.

(6) The system to provide an equitable distribution of assignments paid at pro-rata full-time faculty salary schedule rates does not apply to all assignments to faculty. College policy paraphrased above specifies the limits to the dollar equivalent of ESU's which can be earned during the summer session. These earnings may be earned under two (2) distinct types of assignments. The equity system of distribution of assignments at pro-rata full-time faculty salary schedule rates applies to credit instructional assignments and assignments to serve as a professional librarian or counselor. Other assignments, not distributed under the equity system, may be taken by a full-time faculty member beyond the assignments made under the equity system of distribution of pro-rata assignments. However, the ESU maximums stated in paragraph (F)(2) must not be exceeded, unless written authorization to do so has been obtained from the Executive Vice President or designee.

Such assignments are known as "special assignments." Special assignments require the written approval of the Executive Vice President or designee in respect to both work to be accomplished and amount of compensation. They would consist of such assignments as might be funded by "Title III" for non-instructional duties, for example. They cannot be funded out of summer instructional monies identified to pay the assignments at pro-rata full-time faculty salary schedule rates under the terms of the sixty (60%) percent minimum utilization specified herein.

(G) Non-instructional assignment pool

All non-instructional faculty members shall be eligible for 42 pro-rata summer school assignments. One (1) ESU of instruction will equate to six (6) days of non-instructional work.

(H) Assigned instructional area

An instructional faculty member for whom a summer session teaching assignment is available will be assigned only to specific courses which the faculty member has been teaching as part of his/her assignment during the three (3) academic years immediately preceding the summer session. When deemed necessary, campus president/college vice presidents are authorized to make exceptions to this provision and report to the office of the executive vice president the reasons therefore in writing, with a copy to be placed in the faculty member's personnel file. However, a full-time faculty member who has not taught the specific course but is otherwise qualified will be given preference over a part-time lecturer.

(I) Faculty absence

(1) Faculty members may take up to three (3) days of accrued sick leave during the Summer Session. Additional absences shall be without pay.

(2) Upon the death of a member of a bargaining unit member's immediate family, as defined in Article 9, the bargaining unit member may use the three (3) days of accrued sick leave as personal days with the approval of the appropriate administrator.

(J) Hours on-campus

(1) Instructional and non-instructional faculty members on pro-rata pay rates are to develop and submit to the designated administrator an appropriate schedule of hours on-campus and office hours. Faculty members will be available in their assigned faculty offices for a minimum of two (2) hours per day on days during which they have scheduled classes.

A faculty member's less-than-full-time summer session assignment on pro-rata full-time pay is considered as a proportion of a full workload and the hours on-campus and the days on-campus, will be proportioned accordingly. Ideally, hours on-campus will be apportioned about equally among the days on-campus.

(2) On-campus is defined in terms of the location of the faculty member's assignment and/or office. In some cases, faculty members may be assigned to a site located away from the campus on which they are based. Hours at this site are to be classified as on-campus for purposes of meeting the on-campus requirement.

(3) Office hours are to be classified as on-campus hours.

(4) First line administrators will keep readily available a schedule of hours on-campus and office hours by day of the week for each faculty member on pro-rata full-time pay. The total on-campus hour requirement for instructional faculty is illustrated by the following schedule. *Note that on-campus hour requirements for fractional ESU values which are not in the following schedule will be the nearest value in the schedule.

Weekly Hours on Campus for Full-time Instructional Faculty	
10 Week	5 Week
7 ESU's = 21 hours	7 ESU's = 42 hours
6 ESU's = 18 hours	6 ESU's = 36 hours
5 ESU's = 15 hours	5 ESU's = 30 hours
4 ESU's = 12 hours	4 ESU's = 24 hours
3 ESU's = 9 hours	3 ESU's = 18 hours
2 ESU's = 6 hours	2 ESU's = 12 hours

1 ESU's = 3 hours	1 ESU's = 6 hours
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(K) Indirect workload and reporting.

The procedure set forth in the document entitled "Faculty Activity Survey" will apply for summer sessions.

ARTICLE 22 - RETIREMENT

22.01 The College agrees to participate in, and contribute to, the State Teachers Retirement System and to abide by any and all rules and regulations now in effect or subsequently enacted, for the duration of this Agreement.

22.02 The College agrees to continue the practice of STRS pick-up.

ARTICLE 23 - FACULTY BENEFITS AND PRIVILEGES

23.01 Any benefits and/or status to which faculty members presently have vested rights will remain in effect.

23.02 The CCC-AAUP will be notified before the College adopts any new policy which adversely affects members of the bargaining unit.

23.03 Any mistaken overpayment in a bargaining unit member's salary, benefits, or other compensation may be recovered by being deducted from such member's compensation over the same period as the payments were made, except that if the member's employment terminates sooner than would permit full collection, such collection may be advanced. Such provisions of collection shall be outlined in the faculty member's individual contract.

ARTICLE 24 - PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY

24.01 Faculty members shall have sole rights of ownership and disposition of copyright able material, patents and intellectual property generated by their own individual initiative, provided there is not substantial use of College personnel, facilities or resources. However, supplementary course material prepared by a faculty member, even if copyrighted, which has no reasonable market potential outside the College will be made available without charge. Intellectual property is defined as any trademarkable, copyright able, or patentable matter or any intellectually created tangible thing or matter including, but not limited to: books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers; lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids; video and audio tapes and cassettes; computer programs; live video and audio broadcasts; programmed instruction materials; drawings, paintings, sculptures, photographs and other works of art.

24.02 Faculty members and the College shall share the ownership and disposition of copyright able material, and patentable discoveries or inventions and intellectual property generated where there is a substantial use of College personnel or facilities not uniformly provided to other similarly-situated faculty members. College personnel or facilities include, but are not limited to, reassigned time, secretarial help, financial assistance (such as student aides) or College services, equipment or building. Division of royalties under these circumstances shall be 80% to the faculty member and 20% to the College unless other written arrangements are made prior to the initiation of the work.

24.03 Copyrights, patents and intellectual property developed from projects undertaken by a faculty member pursuant to an agreement with the College whereby the College commits substantial resources to the project shall belong to the College together with all royalties or profits therefrom.

24.04 Rights to copyright able material, patents and intellectual property developed as a result of work supported partially or totally by an outside agency or sponsor through a contract or grant shall be disposed of in accordance with the terms of the contract or grant. Prior to the faculty member accepting sponsored research or developmental assignments, the College will be consulted and must approve the contract or grant and the details of the project, the division of any resulting copyrights, patents, or intellectual property and the division of royalties.

ARTICLE 25 - CCC-AAUP RIGHTS AND RESPONSIBILITIES

25.01 The President of the CCC-AAUP shall be provided with a private faculty office.

25.02 Bulletin boards for each campus will be designated for the use of the CCC-AAUP.

25.03 The maximum aggregate for reassigned time shall be 50.25 ESU's per year, provided that the CCC-AAUP submits to the College a list of specific acceptable union-related responsibilities that its officers will be involved in during such reassigned time. The President of the CCC-AAUP must teach, counsel, or function as a librarian a minimum of 10.05 ESUs per academic year unless waived by the College. Similarly, CCC-AAUP officers must teach, counsel or function as a librarian a minimum of 15.41 ESUs per academic year unless waived by the College. Additionally, the CCC-AAUP will be able to purchase space from the College up to 24.12 ESU's at the "part-time" rate during the spring and summer semesters immediately preceding the expiration date of this agreement.

25.04 A variety of professional activities undertaken through or on behalf of the CCC-AAUP, including, but not limited to, negotiation of the Memorandum of Agreement, coordination of national or regional AAUP seminars and participation in governance and community affairs or appropriate committees as an AAUP representative, will be counted as professional service for the purpose of fulfilling the faculty obligations under

the professional accountability system. If a faculty member intends to seek credit for activities other than those listed above, he should notify his supervisor prior to undertaking the activity and obtain approval.

25.05 The CCC-AAUP, faculty members and the Administration recognize the professional rights and responsibilities for which professional faculty and administrators are responsible within an academic educational community.

25.06 The CCC-AAUP will be permitted to use College classrooms and equipment for meetings subject to availability and prior administrative approval.

25.07 The CCC-AAUP and the College will share equally in the cost of the preparation and printing of the collective bargaining agreement.

ARTICLE 26 - FACULTY EVALUATION PROCEDURE

26.01 Background: The purpose of evaluation is to document faculty effectiveness and to establish the basis for professional development. The process is objective in the intent and comprehensive in nature. The evaluation must focus on assessing professional responsibilities which broadly described include: instruction, facilitating and promoting student learning, college service, professional service including reassigned time.

Several approaches are to be used to collect information regarding these responsibilities: self-evaluation, peer evaluation, student/classroom evaluation and supervisor evaluation including outcomes assessment.

Faculty, in collaboration with the immediate supervisor, will develop performance objectives annually. Once every three (3) years the faculty, in collaboration with the immediate Supervisor or Dean and/or Associate Dean will develop a three (3) year professional development plan. These objectives and the professional plan must reflect the goals of the academic department, the campus and the College and must facilitate student learning under five categories of competency: content area, classroom performance, effective professional relations with students, academic and professional standards and professional development. Both documents must be approved by the appropriate Dean and/or Associate Dean.

The Permanent Joint Committee on Faculty Evaluation will make recommendations regarding the application and definitions of these five categories on competency by May 1, 2005.

26.02 Categories of Faculty Performance: Faculty at Cuyahoga Community College may be assigned professional responsibilities in the areas listed below. Experience indicates, however, that all faculty do not perform the same tasks. Accordingly, the procedure for evaluation of faculty performance must, therefore, balance the institution's

need for uniformity and fairness with the diversity and flexibility of professional responsibilities.

A. Teaching. Direct Instruction: this includes lecture, lab, clinical or instruction in other settings, including preparation, presentation, evaluation, out of class consultation and student orientation.

B. Student Learning: This includes assessment of student outcomes, student retention, and responsibility for assisting students to adequately prepare for additional related course work within their programs or in anticipation of further baccalaureate studies.

C. Counseling: this includes student advising, group and individual counseling, seminars, orientation of new students, liaison with other faculty and direct student instruction.

D. Library Services: this includes patron services, direct student instruction, reference seminars and liaison services with other faculty. Instructional faculty are responsible for reviewing the holdings with the librarian in order to ensure relevance and appropriateness.

E. College Service: includes participation in college governance, faculty development, general committee involvement, curriculum review, evaluation, revision, and development and mentoring of full-time and part-time faculty, and other reassigned time outlined in Article 6, section 6.05, or as otherwise approved by an authorized administrator.

F. Student Service: this includes admissions/recruiting, advising and placement of new students, student activities and athletics.

G. Public Service: this includes participation in community services programs, continuing education and public relations programs.

H. Professional Service: this includes professional growth and development. Also includes active participation in professional organizations, through attendance, presentation, publications and holding offices at the local, state and national levels.

26.03 Sources of Information: Standard evaluation instruments will be used College-wide to gather information from the following sources:

A. Supervisor - The immediate supervisor will evaluate overall effectiveness and performance of the faculty member's teaching and other responsibilities based on visitation of classes and day-to-day interaction.

B. Students - Students will be asked to evaluate the basic elements of a course, including tests, course content, method of instruction, materials, etc.

C. Self - Self evaluation may take the following forms: a rating form, video records, informal feedback or other methods. However, self-evaluation must include a description of progress made toward the achievement of annual objectives and the Professional Development Plan.

D. Peers - Peer evaluation will review course materials such as outlines, syllabi, examinations, texts, to evaluate organization, methodology, currency of materials, appropriateness of course goals, content and grading procedures. Peer is defined as a faculty counterpart from another campus or as a faculty member in the same campus division. The immediate supervisor and faculty member will agree upon the selection of a peer.

E. Other - Clinical, practicum, field experience, cooperative education, directed practice and observation sites and reassigned time may also provide evaluation information on the faculty member's performance at the location.

These sources and instruments will be evaluated and updated on an annual basis by the policy-established Permanent Joint Committee on Faculty Evaluations.

Although each of the five (5) sources listed above can provide significant information, no one source can be expected to provide accurate and reliable assessments for all of the various kinds of faculty responsibilities. It is important, therefore, to clarify which sources will be used for each faculty role. Examples are displayed in the matrix below.

Faculty Role By Source Matrix					
Source					
Role	Students	Self	Peers	Immediate Supervisor	Other* Sources
Teaching	X	X	X	X	X
College Service		X	X	X	
Student Service	X	X	X	X	X
Public Service		X	X	X	X
Professional Service		X		X	X

*See Section 3, E.

26.04 Individualizing the Evaluation System: The challenge of accounting for the different kinds of faculty assignments can be addressed by emphasizing the significance of each assignment or role. Each faculty member will come to an agreement with his or her immediate supervisor on the combination of roles or activities comprising the contractual responsibilities for the academic year and consistent with teaching load responsibilities, as applicable, contained in the College's contract with the CCC-AAUP. Faculty will therefore, be evaluated on the basis of their individual contributions to the College instead of being forced into a particular role model. For tenured faculty this combination will include evaluation by the immediate supervisor, the

faculty member's students, and any other sources agreed upon by the faculty and immediate supervisor. Tenure-track faculty should include in the combination the sources required for the academic rank and tenure procedures.

In the event that the contractual responsibilities should change substantially during the year, an adjustment in the agreement will be made by the immediate supervisor in conjunction with the faculty member.

26.05 Evaluation Procedure:

A. Each Dean and/or Associate Dean or Director will make every effort to ensure that at least one-third (1/3) of the tenured faculty in each budget unit/area will be evaluated at least once each year; all non-tenured faculty will be evaluated according to the College Policy on Faculty Evaluation.

B. During the Fall Semester, each full-time faculty member to be evaluated will meet and reach agreement with the appropriate supervisor on the semester to be evaluated, on the combination of roles and activities comprising the contractual responsibilities for the academic year and will review the evaluation forms.

C. When peer evaluation is part of the process, during the Fall Semester the immediate supervisor and the faculty member to be evaluated will agree upon a faculty colleague(s) to act as a source for peer review.

D. Supervisor Evaluation.

(1) The immediate supervisor will observe at least one (1) class of the faculty member being evaluated during the academic year, fall or spring semesters for counseling faculty, there will be an observation of one (1) student counseling or advising session, either in person or via tape recording. Prior to the observation, a conference will be held between the faculty member and the immediate supervisor to schedule the observation and to discuss the course or counseling objectives. Within one (1) week of the observation, the Classroom Visitation Report or Counseling Observation Report will be prepared by the immediate supervisor and submitted to the faculty member for discussion with the faculty member. This report will also be kept by the supervisor for inclusion in the Summary Evaluation Report, which will be completed in the spring.

(2) The immediate supervisor will complete and submit to the faculty member a Summary Evaluation Report within six (6) weeks after conducting the classroom evaluation. Included with the report will be all evaluation forms, materials and questionnaires that were used to compile the Summary Report. A conference between the immediate supervisor and the faculty member will be scheduled to discuss this report. The report will be signed by the faculty member and submitted to the appropriate Dean and/or Associate Dean by the end of the seventh (7th) week of the spring semester. The report will provide for comments by the faculty member. The Dean

and/or Associate Dean will forward the report to Human Resources and provide a copy of the report to the faculty.

E. Student Evaluation.

For instructional faculty, the Student Evaluation Form will be distributed and administered by the supervisor or designee during the last three (3) weeks of the semester to one of the faculty member's classes chosen by the faculty member during the academic year and not during the summer term. The completed evaluation forms will be delivered by the faculty member's supervisor to the appropriate office on each campus for tabulation. The faculty member and the immediate supervisor will receive a copy of the tabulated report and faculty will receive upon his/her request a photocopy of each original questionnaire completed by the students.

For counseling faculty, the Student Evaluation Form will be obtained from a sample of forty (40) students who have had appointments with the counselor and from one (1) group of students in orientation where possible. The sample to be surveyed will include students from each of the Fall and Spring Semesters. The completed evaluation forms will be delivered to the appropriate office on each campus for tabulation. The faculty member and the immediate supervisor will receive a copy of the tabulated results and will have access to the original questionnaires completed by the students.

For librarian faculty, forms will be distributed to one (1) class of students who have had a formal orientation to the library and to a sample of those for whom the librarian has provided other direct service. Both will be completed during the Fall or Spring Semesters. The faculty member and the immediate supervisor will receive a copy of the tabulated results and will have access to the original questionnaires completed by the students.

26.06 Self-Evaluation: When self-evaluation is part of the process, a report will be submitted by the faculty member to the appropriate supervisor by the end of the fifth (5th) week of the appropriate Semester. This report should include such documents as a completed Faculty Activity Survey, Professional Development Plan, a completed self-evaluation form and copies of course syllabi, handouts, tests and any other relevant information.

26.07 Peer Evaluation: When Peer Evaluation is part of the process, the peer evaluation instrument will be submitted by the faculty member to the appropriate supervisor by the end of the fifth (5th) week of the appropriate Semester. Additional documents may be submitted (as agreed upon by the faculty member and the peer evaluator) which support the evaluation.

26.08 Professional Development Plan: At the beginning of each three (3) year evaluation cycle, the faculty member will submit to the immediate supervisor a Professional Development Plan (e.g., reading, professional literature, attending conferences, seminars, conventions, etc.), which will then be formally discussed and

agreed upon by both parties for the next evaluation period. The responsibility for the completion of the plan is that of the faculty member and the immediate supervisor. The individual plan will stay with the immediate supervisor.

26.09 In the event that a faculty member and immediate supervisor cannot agree upon an aspect of the evaluation process or the faculty member may request a re-evaluation, the issue will be resolved according to the grievance policy described in the current agreement between the College and the CCC-AAUP.

26.10 Permanent Joint Committee on Faculty Evaluation: The Permanent Joint Committee on the Faculty Evaluation consisting of an equal number of union and management representatives, will be responsible for monitoring the effectiveness of the policy and procedure and making appropriate recommendations for improvement of sources of information and instruments as deemed necessary.

ARTICLE 27 - ACADEMIC FREEDOM AND RESPONSIBILITY

27.01 Academic Freedom at Cuyahoga Community College is the right of a faculty member, in his capacity primarily as a teacher, to engage in the search for truth and its exposition within his academic discipline free from institutional censorship.

27.02 A faculty member is entitled to freedom in the classroom in discussing his subject but should be careful to present the various scholarly views related to the subject and to avoid introducing in his teaching, or intruding into the classroom setting, material, particularly controversial material, which has no relation to his subject.

27.03 A faculty member is entitled to full freedom in research and in the publication of the results, but this right is subject to the performance of his primary duties as a teacher at the College.

27.04 A faculty member is also entitled to speak or write free from institutional censorship or sanction, but his special position as a member of a learned profession and as a professional member of this educational institution imposes special obligations upon him. Because the public may judge the profession and the College by his utterances, a faculty member should at all times strive to be accurate, exercise appropriate restraint and show respect of the opinions of others. It is of special importance that in making such public utterances, a faculty member indicate that he is not a spokesman for the College.

27.05 The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the institution and its members regarding safeguards for academic freedom must extend equally to requiring responsible service, consistent with the mission, purpose, goals and objective of the College.

27.06 Prior to any change of grade, other than one made by a faculty member, the College shall notify the affected faculty member of any and all changes of grade for whatever reason. Moreover, the College agrees to abide by the established College procedure for the resolution of a contested grade.

ARTICLE 28 - TUITION REMISSION

28.01 Members of the bargaining unit shall be permitted to take up to eight (8) hours of credit, audit, or non-credit courses each academic semester for which the instructional fee shall be waived. The general fee must be paid by the faculty member.

28.02 Members of the bargaining unit are expected to attend course(s) during their non-working hours.

28.03 In order to attend non-credit courses/workshops/ seminars that are conducted by the College, members of the bargaining unit may receive tuition remission each academic semester up to a maximum dollar value equal to eight (8) credit hours of in-county tuition.

28.04 Dependents of faculty members covered by this Agreement shall be permitted to take credit, audit, or non-credit courses up to an amount that is considered the status of full-time student for which the instructional fee shall be waived. The general fee and an additional fee of \$5.00 per semester shall be paid by the students.

28.05 For the purpose of this Agreement, dependent means spouses and any dependent eligible for insurance under the College's flexible benefits program.

28.06 The foregoing benefit shall extend to the natural or legally adopted dependent unmarried children of deceased persons who, at the time of their death were members of the bargaining unit. However, the right to such benefit will terminate upon a dependent child's attainment of age twenty-three (23).

28.07 The College shall provide a post retirement training program as follows:

(A) Members of the bargaining unit who have completed five (5) years of consecutive full-time service shall be permitted to accrue credit to be applied against the required instructional fee for credit courses at the time of retirement or resignation.

(B) Such credit shall be accrued at the rate of 1.12 hours per month up to a maximum of sixty (60) credit hours.

(C) Accrued credit may only be applied for credit courses. There shall be no credit towards non-credit courses/workshops/seminars that the employee may choose to attend.

(D) Accrued credit shall be maintained in the training bank for a maximum period of five (5) years from the employee's date of retirement or resignation.

(E) The general fee and any supplemental course or incidental fees must be paid by the employee.

ARTICLE 29 - PERSONNEL FILES

29.01 Faculty members will have access to their complete personnel file upon making a written request to the Vice President for Human Resources two (2) work days in advance of the time they wish to inspect the file. However, letters of recommendation solicited with respect to initial employment or other letters of recommendation subsequently solicited with the consent of the faculty member will be excluded from inspection. Copies of any material placed in the personnel file other than written recommendations will be given to the faculty member. If any material is adverse, the faculty member will be given the opportunity to place an appropriate response stapled to the adverse material.

29.02 The personnel file will be located in the Office of the Vice President for Human Resources, will be the only permanent file for each faculty and will contain:

- (1) Annual contracts, personnel actions and assignment records;
- (2) Performance evaluations/appraisals;
- (3) Full and part-time proffers;
- (4) Leave, tax and benefit records;
- (5) Letter(s) of application;
- (6) Professional credentials;
- (7) Signed letters of commendation;
- (8) Signed letters of complaint (and responses, if any).

While the above list is believed by the College to cover all categories of items, the College reserves the right to add additional materials as it deems appropriate. Such items will be made available to the affected faculty member and the AAUP in accordance with the current collective bargaining agreement.

It is further agreed that the College will not maintain any other personnel files on full-time faculty members except those which are needed by the appropriate administrators on a day-to-day basis. Such "working" files could include information related to a grievance file while it is still in the resolution process, faculty teaching schedules prior to

their confirmation and emergency medical information, among other materials necessary to carry out the day-to-day administrative functions at the campus level. Again, as with the list of items contained in the centrally located personnel files, this list is not intended to be all-inclusive.

Further, because the "working" files are temporary in nature, and all lasting relevant materials will be transferred to the Office of Human Resources on at least a quarterly, but no less than an annual basis, faculty members and the AAUP will not have access to the "working" files.

When it deems it necessary to do so, the College shall maintain personnel information by means of a controlled, secure, electronic data storage with limited access.

ARTICLE 30 - NON-DISCRIMINATION

30.01 Both the College and the CCC-AAUP recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex or marital status. Furthermore, the College will not discriminate on the basis of handicap, provided the handicap does not substantially impair the person's ability to perform the work, and employing a handicapped person would not significantly increase the occupational hazards affecting either the handicapped person, other employees, the general public or the facilities in which the work is performed. The College and the Union will likewise not discriminate on the basis of disability. The College and Union agree to cooperate in efforts to comply with the Americans with Disabilities Act of 1990 (ADA). Towards this end, the parties will use their best efforts to help place qualified individuals with disabilities in jobs, the essential functions of which the individual can perform without posing a direct threat to the health and/or safety of himself or others. Such determinations will be handled on an individual, case-by-case basis and will be non-precedent setting.

30.02 Subject to the maintenance of membership obligations set out in Article 3, the College and the CCC-AAUP recognize the right of all faculty members and all applicants for employment to be free to join or not to join the CCC-AAUP and to participate or to refrain from participation in lawful concerted CCC-AAUP activities. Therefore, the College and the CCC-AAUP agree that there shall be no discrimination, interference, restraint, coercion or reprisal by the College or the CCC-AAUP against any faculty member or members or any applicant for employment because of CCC-AAUP membership or non-membership or because of any lawful activity in an official capacity on behalf of the CCC-AAUP.

30.03 Sexual Harassment.

A. Introduction. Title VII of the Civil Rights Act of 1964 provides that it shall be an unlawful, discriminatory practice for any employer, because of the sex of any person, to discharge, to refuse to hire, or otherwise to discriminate against that person with respect to any matter directly or indirectly related to employment. Harassment of an employee on the basis of sex violates this federal law.

Consistent with this law, the Board of Trustees of Cuyahoga Community College views sexual harassment as a form of misconduct which is contrary to the College's objective of providing a work and academic environment for all employees and students that is based upon mutual trust, respect, and human dignity, and is contrary to the most fundamental ethical canons of the academic community. The College, therefore, fully accepts its responsibility to maintain a work place and academic environment that is free from sexual harassment and to ensure that all employees and students deal honestly and fairly with one another and respect the rights, privacy and integrity of all persons.

B. In accordance with guidelines issued by the Federal Equal Employment Opportunity Commission (EEOC), unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature will constitute unlawful sexual harassment when:

- (1) Submission to sexual conduct is an explicit or an implicit term or condition of an individual's employment or of a student's status in a course, program, or activity; or
- (2) Submission to or rejection of sexual conduct by an individual is used as the basis for any employment or academic decision affecting that individual; or
- (3) The sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature have the purpose or effect of substantially interfering with an individual's work or academic performance or create an intimidating, hostile, or offensive working or learning environment.
- (4) The following are examples of unwelcome conduct which may constitute sexual harassment:

* Requests for sexual favors * Physical touching * Lewd or suggestive remarks * Request for dates or meetings after work or class * Demands for sexual favors in return for salary increases, promotion, other benefits of employment, grades, or letters of recommendation * Sexually explicit magazines, pictures, or jokes displayed or told in the work area or the classroom * Questions or remarks about the sexual body parts of an individual

C. Consenting romantic and sexual relationships between faculty and students, while not expressly forbidden, are generally deemed very unwise. A faculty member who

enters into a sexual relationship with a student where a professional power differential exists, must realize that if a charge of sexual harassment is subsequently lodged, it will be exceedingly difficult to prove a defense on grounds of mutual consent, if:

1. The relationship is between a faculty member and a student and:
 - a. The faculty member is in a position to determine the student's grade, counsel the student, or otherwise affect the student's academic performance or advancement, and
 - b. The relationship began after the faculty member was in such a position.

30.04 The male pronoun or adjective, where used in this Agreement, also refers to females.

ARTICLE 31 - COLLEGE GOVERNANCE

31.01 The principles and guidelines of the existing College-wide Governance System shall be updated to reflect the College-wide participative governance structure. The revised College Governance Structure shall be created in consultation with the AAUP. The updated governance structure shall be continued for the duration of this agreement, as outlined in Appendix M. No committee of the College-wide Governance System shall take action on any matter that affects wages, hours or terms and conditions of employment of the bargaining unit members.

31.02 One-half (½) of the faculty representatives to each of the committees of the college-wide Governance System shall be appointed by the CCC-AAUP and one-half (½) shall be appointed by the Joint Faculty Senate Council. The right to appoint such committee representatives shall include the right to reappoint representatives to consecutive terms. In the event that the number of faculty representatives on any given committee is an odd number, the CCC-AAUP shall appoint the majority (e.g., if the number of faculty is 7, the CCC-AAUP shall appoint 4 and the Joint Faculty Senate Council shall appoint 3).

31.03 The Advisory Budget Committee, composed of representatives appointed by the Administration and the CCC-AAUP, with equal administrative and faculty representation, shall be continued unless or until agreement is reached to incorporate the committee with additional representation from support staff and students into the College-wide Governance System.

- A. The committee will review campus and district budget proposals and relevant background materials at appropriate times in the budgetary process.
- B. The committee shall make reports and recommendations as it deems appropriate from time to time and such reports shall be submitted to the Vice President for Finance/Business Services, the Vice President for Human Resources, the President of the CCC-AAUP, and the Chairperson of the Joint Faculty Senate Council.

C. The committee will be the vehicle through which the College, upon AAUP request, will provide the AAUP with data on information directly relevant to collective bargaining and contract administration.

ARTICLE 32 - MEET AND CONFER

32.01 The leadership of the CCC-AAUP and the College shall meet periodically to discuss matters of mutual concern. Such meetings shall be scheduled by the President of the CCC-AAUP and the College upon request of either party. The requesting party will provide an agenda at least twenty-four (24) hours prior to the meeting.

ARTICLE 33 - GRIEVANCE PROCEDURE

33.01 The CCC-AAUP and the College recognize that the prompt resolution of difficulties is essential to sound employer-employee relations. To this end, it is a declared objective of the CCC-AAUP and the College and/or its designated representatives to encourage the prompt and informal resolution of complaints by faculty members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

All grievances concerning the interpretation and/or application of the provisions of this Agreement shall be settled in strict accordance with the procedure set forth in this Article, and except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances. It is mutually understood and agreed that the operation and recommendations of the Advisory Governance committees, as well as the decision of the College with respect to the granting of tenure or advancement in rank, are not subject to this grievance procedure or any other dispute resolution mechanism. The College agrees that in all cases of discipline, notification of such discipline will be simultaneously issued to both the affected member and the CCC-AAUP.

Step 1. The Informal Pre-grievance Consultation.

The College and the CCC-AAUP agree that a number of potential grievances may be avoided if the affected faculty member(s) and the appropriate College administrator (lowest level administration with the ability to resolve the grievance) are able to discuss and resolve problems by these means. These informal discussions may include a grievance advisor. If the potential grievance is not resolved by this informal procedure within fifteen (15) working days of the alleged violation of the Agreement, then a formal written grievance must be filed. Members of the bargaining unit are encouraged to work out grievances on an informal basis wherever possible.

Step 2. Beginning of the Formal Process.

If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the designated Step Administrator at the site where the

alleged grievance arose. Such written grievance must be filed within twenty (20) working days of the alleged violation of this Agreement. Within ten (10) working days after the filing of the grievance, a meeting will be held among the designated administrator, the aggrieved member(s), and if the member(s) so elect(s) a representative of the CCC-AAUP. Following this meeting, the designated administrator shall issue a written answer to the grievance within seven (7) working days or the grievance moves automatically to Step 3.

Step 3.

If the grievance is not satisfactorily settled in Step 2, the member and/or the CCC-AAUP may appeal the Step 2 answer to the Campus President/College Vice President within seven (7) working days after receipt of the Step 2 response. In the case of the Division of Workforce and Economic Development, the grievance shall be filed with the Executive Vice President of that Division. Such appeal shall be in writing and shall specify the reason why the grievant believes the Step 2 decision is in error. The Campus President/College Vice President shall hold a grievance meeting with the member(s) and if the member(s) so elect(s), a representative of the CCC-AAUP, within ten (10) working days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) working days after the close of the meeting or the grievance moves automatically to Step 4. If the issue could affect other members of the bargaining unit, the CCC-AAUP shall be notified of such meeting and have a right to be present and participate.

Step 4.

If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the CCC-AAUP may file an appeal of the Step 3 answer to the Executive Vice President for Administration or designee within seven (7) working days after receipt of the Step 3 decision. Such appeal shall be in writing and shall specify the reason why the grievant believes the Step 3 decision is in error. The Executive Vice President for Administration or designee shall hold a grievance meeting with the member(s) and/or a representative of the CCC-AAUP as outlined above within ten (10) working days after the receipt of the appeal and shall render a written response within seven (7) working days after the close of the meeting.

Step 5.

If the CCC-AAUP is dissatisfied with the Step 4 response and the grievance does not involve the non-renewal of a faculty member's contract, the CCC-AAUP may refer the matter to binding arbitration within ten (10) working days after the issuance of the Step 4 decision or by agreement of the parties. Relatively uncomplicated grievances may be submitted to expedited arbitration or streamlined arbitration pursuant to the Rules of the Federal Mediation and Conciliation Service (FMCS). Notwithstanding anything to the contrary above, the parties may, by mutual written agreement, agree upon another expedited arbitration procedure.

33.02 If, in the opinion of the College or the CCC-AAUP, an individual's grievance affects a substantial number of employees as it relates to a particular set of facts, circumstances or issues similar to other employees, or as it relates to certain provision of the Memorandum of Agreement, that grievance shall be converted to a policy grievance. Through the mechanism of the policy grievance, the related grievances of similarly-situated employees whether filed or not, will be consolidated into one (1) proceeding, the outcome of which will be binding on all parties, actual or potential. Once classified as a policy grievance, the dispute will be handled pursuant to the existing procedure culminating in limited jurisdiction binding arbitration.

33.03 An individual grievance that is subsequently converted to a policy grievance will be advanced at the time of conversion to Step 4 of the grievance procedure.

33.04 A grievance filed initially as a policy grievance must be filed directly with the Executive Vice-President for Administration and will be initiated at Step 4 of the grievance process.

33.05 Upon written notice of the CCC-AAUP'S intent to arbitrate a grievance, The College and AAUP shall request a list of arbitrators from Federal Mediation and Conciliation Service (FMCS) who are members of the National Academy of Arbitrators. The parties shall each designate a representative, and the two (2) representatives shall attempt to agree upon an impartial arbitrator from the list of arbitrators. If such Agreement is not made within ten (10) days, the parties shall meet to strike names alternately, the last remaining name shall be the arbitrator to hear the matter. If the list of arbitrators is not acceptable to both parties, the parties may request a new list of arbitrators.

33.06 In the event the CCC-AAUP is dissatisfied with the Step 4 response of the Executive Vice President for Administration on a grievance involving non-renewal of a faculty member's contract, it may appeal the decision to advisory arbitration. The procedure for setting up such advisory arbitration shall be the same as the procedure set forth in Section 5. The findings and recommendation of the arbitrator under this procedure shall be issued to the College, the CCC-AAUP and the faculty member.

33.07 In the event a grievance goes to arbitration, this Agreement shall be the basis on which the arbitrator's decision is rendered, and in reaching his decision, the arbitrator shall have no authority to amend, modify or in any way change its terms.

33.08 Expenses and fees of the arbitrator shall be shared equally by the College and the CCC-AAUP.

33.09 Decisions of arbitrators and settlements reached by the College and the CCC-AAUP in any step of the Grievance Procedure shall be final and binding on the CCC-AAUP, the College and the grievant.

33.10 The time limits imposed by this Article shall, unless extended by mutual agreement, be considered as binding. A request to extend any of the time limits, except the initial filing period, shall not be unreasonably denied. All College responses shall be sent to the grievant by certified mail, return receipt requested. In the event the College fails to answer a grievance at Step 2 or Step 3 within the established time limit, the Union may give notice in writing to the Executive Vice President for Administration or his designee that the grievance will be considered granted unless the college answers the grievance within five (5) working days following receipt of the notice. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step. The time limits set forth in this article shall be suspended during the summer session or breaks upon good cause shown (e.g., grievant's absence from geographic area), if the said grievant makes a timely request in writing at any stage of the grievance procedure other than Steps 1 and 2.

ARTICLE 34 - NO STRIKE/NO LOCKOUT

34.01 The College and the CCC-AAUP subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the college programs and operations. Therefore, the CCC-AAUP agrees that during the term of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike (including a sympathy strike), slowdown, work stoppage or any interruption or interference with the normal operations of the College. Further, the CCC-AAUP agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way or sanction any strike (including a sympathy strike), slowdown, work stoppage or any interruption or interference with the normal operations of the college, except as provided by and in conformance with the Ohio Public Sector Bargaining Act.

34.02 In addition, no faculty member shall instigate or participate, directly or indirectly, in any strike (including sympathy strike), slowdown work stoppage or any interruption or interference with the normal operations of the College. Provided, however, it shall not be a violation of this Agreement for a faculty member to refuse to cross a picket line where there is a real and bona fide concern for personal safety. Violation of this provision shall be proper cause for disciplinary action, including discharge at the College's sole discretion. The sole question of whether a faculty member has engaged in any conduct prohibited by this provision is reviewable through the grievance and arbitration process.

34.03 The CCC-AAUP shall at all times cooperate with the College in continuing normal operations and shall actively discourage and endeavor to prevent or terminate any violation of this provision. In the event any violation of this provision occurs, the CCC-AAUP shall immediately notify all faculty members that the strike, slowdown, work stoppage or other interference with normal College operations is prohibited and is not in

any way sanctioned or approved by the CCC-AAUP. Furthermore, the CCC-AAUP shall immediately advise members of the bargaining unit to return to their duties at once.

34.04 The College agrees that during the term of this Agreement, it shall not lock out any faculty members covered by this Agreement.

ARTICLE 35 - PROFESSIONAL ACTIVITIES OUTSIDE THE COLLEGE

35.01 It is recognized that faculty members may engage in limited professional activities outside the College and for which compensation is not received through the College, provided such activities do not interfere with the individual's full-time responsibilities to the College. In those instances, when a faculty member has failed to perform one (1) or more of his contractual responsibilities with the College and there is sufficient reason to believe that such performance is due to interference from the faculty member's outside professional activities, the faculty member will, upon written request, provide to the appropriate academic administrator sufficient information in writing concerning his outside professional activities.

ARTICLE 36 - LEGALITY

36.01 It is the intent of the College and the CCC-AAUP that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions. If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement. In the event any article, section or clause is adjudged to be unlawful, and if the CCC-AAUP so requests, the parties will meet and discuss a lawful alternative provision.

ARTICLE 37 -TENURE POLICY

37.01 Tenure is awarded in recognition of faculty competence to the College's instructional faculty, counselors and librarians. Tenure, by tradition, is evidence of an academic institution's support of academic freedom and the professional responsibility of the individual to whom tenure is awarded.

37.02 A. Tenure, the continuous appointment to employment, awarded by the Board of Trustees in recognition of faculty competence, is the College's most effective means for establishing a climate of academic freedom and professional responsibility.

B. All tenure-track faculty shall become eligible for tenure after five (5) years of service to the College during which they have served over 50% of their annual contractual time in a teaching capacity. Teaching capacity is defined by the College as: classroom

instruction, college librarian or counseling. Additionally, in order to be granted tenure, tenure-track faculty must meet the criteria governing eligibility for the rank of assistant professor. Further, in order to be granted tenure, tenure-track faculty must have demonstrated teaching ability, creative achievement, academic integrity and professional service to the College. Once awarded, tenure shall be continuous until the retirement of the faculty member or the termination of the individual's contract.

C. Should a faculty member be denied tenure at the time of eligibility, the college shall provide the member with written reasons for the denial.

D. A tenured faculty member may be terminated due to retrenchment or just cause.

E. The Executive Vice President for Academic and Student Affairs, using appropriate governance guidelines, is authorized to develop and implement procedures necessary to carry out this policy.

ARTICLE 38 - DURATION

38.01 This Agreement represents a complete and final understanding on all bargainable issues between the College and the CCC-AAUP. This Agreement shall be effective August 16, 2004, and remain in full force and effect until August 15, 2007, and thereafter from year to year unless at least one hundred twenty (120) days prior to said expiration date or any anniversary thereof, either party gives timely written notice of an intention to reopen negotiations.

38.02 The College shall have the right to reopen the contract on all economic subject matters based on the Board of Trustees' good faith determination of the existence of a "crisis" financial exigency.

38.03 Such good-faith determination of "crisis" financial exigency will be subject to expedited review under the grievance/arbitration procedure. The Administration will endeavor to provide a sixty (60) day notice of its reason to believe that there is a pending "crisis" financial exigency to the CCC-AAUP and provide that organization with all available information. For the purpose of this section, "crisis" financial exigency shall be defined as follows: That current and projected revenues are so limited that the College can no longer continue to fulfill current and future financial obligations under the contract without disrupting the administration and program integrity of the College. During the pendency of such "crisis" financial exigency, Article 34, No Strike, No Lockout, shall be suspended.

ARTICLE 39 - EXECUTION

39.01 In witness whereof, the parties hereto have hereunto set their hands this month of July 2004.

For the CCC-AAUP	For the College
Dr. Patrick Masterson President, CCC-AAUP	Mr. Daniel Marcus Chairperson, Board of Trustees
Mr. Edward Foley	Dr. Jerry Sue Thornton President
Dr. Jacquelyn Jefferson	Dr. Frank W. Reis
Dr. Laurie Judge	Mr. James Boerger
Mr. Louis Rifici	
Mr. Kenneth Washington	

APPENDIX A - Faculty Salary Schedule for 36 Weeks of Service

Cuyahoga Community College - Cleveland, Ohio

Academic Year 2004 - 05

FY05

Step	A	B	C	D	E	F	G
14.00	0	0	\$64,783	\$67,322	\$71,342	\$74,168	\$78,655
13.50	\$55,663	\$60,028	\$63,558	\$66,042	\$69,970	\$72,746	\$77,131
13.00	\$54,636	\$58,902	\$62,353	\$64,783	\$68,630	\$71,342	\$75,636
12.00	\$52,639	\$56,718	\$60,028	\$62,353	\$66,042	\$68,630	\$72,743
11.50	\$51,668	\$55,663	\$58,902	\$61,177	\$64,783	\$67,322	\$71,342
11.00	\$50,723	\$54,636	\$57,799	\$60,028	\$63,558	\$66,042	\$69,971
10.00	\$48,891	\$52,639	\$55,663	\$57,799	\$61,177	\$63,559	\$67,322
9.50	\$48,006	\$51,668	\$54,636	\$56,718	\$60,028	\$62,353	\$66,042
9.00	\$47,142	\$50,723	\$53,625	\$55,663	\$58,902	\$61,177	\$64,783
8.00	\$45,465	\$48,891	\$51,668	\$53,625	\$56,718	\$58,902	\$62,353
7.50	\$44,651	\$48,006	\$50,723	\$52,639	\$55,663	\$57,799	\$61,177
7.00	\$43,856	\$47,142	\$49,802	\$51,668	\$54,638	\$56,718	\$60,028
6.00	\$42,320	\$45,465	\$48,006	\$49,802	\$52,639	\$54,636	\$57,799
5.00	\$40,844	\$43,856	\$46,291	\$48,006	\$50,722	\$52,639	\$55,663
4.00	\$39,436	\$42,320	\$44,651	\$46,291	\$48,890	\$50,723	\$53,625
3.00	\$38,083	\$40,844	\$43,079	\$44,651	\$47,142	\$48,891	\$51,668
2.00	\$36,944	\$39,436	\$41,575	\$43,079	\$45,465	\$47,142	\$49,802
1.00	\$35,560	\$38,083	\$40,131	\$41,575	\$43,856	\$45,465	\$48,006

A = B.A. or equivalent	D = M.A. + 15 Semester (22.5 quarter credits)	G = Doctorate
B = B.A. + 15 Semester (22.5 quarter credits)	E = M.A. + 30 Semester (45 quarter credits)	
C = B.A. + 30 Semester (45 quarter credits) or M.A. degree	F = M.A. + 45 Semester (67.5 quarter credits)	

APPENDIX B - Faculty Salary Schedule for 36 Weeks of Service

Cuyahoga Community College - Cleveland, Ohio

Academic Year 2005 - 06

FY06

Step	A	B	C	D	E	F	G
14.00	0	0	\$66,726	\$69,342	\$73,482	\$76,393	\$81,015
13.50	\$57,333	\$61,829	\$65,465	\$68,023	\$72,069	\$74,928	\$79,445
13.00	\$56,275	\$60,669	\$64,224	\$66,726	\$70,689	\$73,482	\$77,905
12.00	\$54,218	\$58,420	\$61,829	\$64,224	\$68,023	\$70,689	\$74,925
11.50	\$53,218	\$57,333	\$60,669	\$63,012	\$66,726	\$69,342	\$73,482
11.00	\$52,245	\$56,275	\$59,533	\$61,829	\$65,465	\$68,023	\$72,070
10.00	\$50,358	\$54,218	\$57,333	\$59,533	\$63,012	\$65,466	\$69,342
9.50	\$49,446	\$53,218	\$56,275	\$58,420	\$61,829	\$64,224	\$68,023
9.00	\$48,556	\$52,245	\$55,234	\$57,333	\$60,669	\$63,012	\$66,726
8.00	\$46,829	\$50,358	\$53,218	\$55,234	\$58,420	\$60,669	\$64,224
7.50	\$45,991	\$49,446	\$52,245	\$54,218	\$57,333	\$59,533	\$63,012
7.00	\$45,172	\$48,556	\$51,296	\$53,218	\$56,277	\$58,420	\$61,829
6.00	\$43,590	\$46,829	\$49,446	\$51,296	\$54,218	\$56,275	\$59,533
5.00	\$42,069	\$45,172	\$47,680	\$49,446	\$52,244	\$54,218	\$57,333
4.00	\$40,619	\$43,590	\$45,991	\$47,680	\$50,357	\$52,245	\$55,234
3.00	\$39,225	\$42,069	\$44,371	\$45,991	\$48,556	\$50,358	\$53,218
2.00	\$38,052	\$40,619	\$42,822	\$44,371	\$46,829	\$48,556	\$51,296
1.00	\$36,627	\$39,225	\$41,335	\$42,822	\$45,172	\$46,829	\$49,446

A = B.A. or equivalent	D = M.A. + 15 Semester (22.5 quarter credits)	G = Doctorate
B = B.A. + 15 Semester (22.5 quarter credits)	E = M.A. + 30 Semester (45 quarter credits)	
C = B.A. + 30 Semester (45 quarter credits) or M.A. degree	F = M.A. + 45 Semester (67.5 quarter credits)	

APPENDIX C - Faculty Salary Schedule for 36 Weeks of Service

Cuyahoga Community College - Cleveland, Ohio

Academic Year 2006 - 07

FY07

Step	A	B	C	D	E	F	G
14.00	0	0	\$68,394	\$71,076	\$75,319	\$78,303	\$83,040
13.50	\$58,766	\$63,375	\$67,102	\$69,724	\$73,871	\$76,801	\$81,431
13.00	\$57,682	\$62,186	\$65,830	\$68,394	\$72,456	\$75,319	\$79,853
12.00	\$55,573	\$59,881	\$63,375	\$65,830	\$69,724	\$72,456	\$76,798
11.50	\$54,548	\$58,766	\$62,186	\$64,587	\$68,394	\$71,076	\$75,319
11.00	\$53,551	\$57,682	\$61,021	\$63,375	\$67,102	\$69,724	\$73,872
10.00	\$51,617	\$55,573	\$58,766	\$61,021	\$64,587	\$67,103	\$71,076
9.50	\$50,682	\$54,548	\$57,682	\$59,881	\$63,375	\$65,830	\$69,724
9.00	\$49,770	\$53,551	\$56,615	\$58,766	\$62,186	\$64,587	\$68,394
8.00	\$48,000	\$51,617	\$54,548	\$56,615	\$59,881	\$62,186	\$65,830
7.50	\$47,141	\$50,682	\$53,551	\$55,573	\$58,766	\$61,021	\$64,587
7.00	\$46,301	\$49,770	\$52,578	\$54,548	\$57,684	\$59,881	\$63,375
6.00	\$44,680	\$48,000	\$50,682	\$52,578	\$55,573	\$57,682	\$61,021
5.00	\$43,121	\$46,301	\$48,872	\$50,682	\$53,550	\$55,573	\$58,766
4.00	\$41,634	\$44,680	\$47,141	\$48,872	\$51,616	\$53,551	\$56,615
3.00	\$40,206	\$43,121	\$45,480	\$47,141	\$49,770	\$51,617	\$54,548
2.00	\$39,003	\$41,634	\$43,893	\$45,480	\$48,000	\$49,770	\$52,578
1.00	\$37,543	\$40,206	\$42,368	\$43,893	\$46,301	\$48,000	\$50,682

A = B.A. or equivalent	D = M.A. + 15 Semester (22.5 quarter credits)	G = Doctorate
B = B.A. + 15 Semester (22.5 quarter credits)	E = M.A. + 30 Semester (45 quarter credits)	
C = B.A. + 30 Semester (45 quarter credits) or M.A. degree	F = M.A. + 45 Semester (67.5 quarter credits)	

APPENDIX D - POSITION SPECIFICATION: INSTRUCTIONAL AND NON-INSTRUCTIONAL FACULTY

Section 1. Description. Each teacher, counselor and librarian is a College faculty member who is responsible to a designated campus or district office administrator for providing authorized professional instructional and instruction-related services to students. Each full-time bargaining unit member appointment is by individual contract at a rank of Instructor, Assistant Professor, Associate Professor or Professor. All instructional and non-instructional bargaining unit members are subject to all policies, procedures and regulations of the College.

Section 2. Duties. Specific duties within appropriate responsibility areas are assigned to each bargaining unit member by the administrator whom the Campus President or district administrator designates. Specific duties within direct and indirect responsibility areas will be assigned in relation to the expertise of the bargaining unit member and institutional priorities.

Section 3. Instructional Bargaining Unit Member Direct Responsibility Areas.

- (A) Duties in the direct responsibility areas involve the delivery of instruction directly to students and/or activities in direct support of instruction.
- (B) Instruction. Duties in this responsibility area pertain to instruction for credit classes. Duties include: preparation, presentation, student consultation and evaluation.
- (C) Special ESU assignment. A special ESU assignment, in lieu of instruction, may be made for a semester OR for an academic year. Program coordination duties comprise the principal type of special assignment. Specific duties for other types of special ESU assignments which support instruction or academic administration may be assigned.

Section 4. Instructional Bargaining Unit Member Indirect Responsibility Areas.

(A) Duties in the indirect responsibility areas involve professional service to the College, the community, students and the profession. Duties may relate to, but are not limited to, such non-instructional responsibility areas as:

(1) College Services

- College governance
- Campus and district committees
- Curriculum development
- Special service

(2) Student Services -

- Admissions and Records
- Advising/Counseling
- Student activities

(3) Public Services

- Community services
- Continuing education
- Public relations

(4) Professional Services - Instructional development - Professional growth - Technology training

Section 5. Non-Instructional Bargaining Unit Member Direct Responsibility Areas.

(A) Duties in the direct responsibility areas involve delivery of professional services directly to students and/or activities in direct support of such services.

(B) Counselors. Professional duties include individual and group counseling, student orientation, assessment and teaching credit classes.

(C) Librarians. Duties in this area of responsibility include providing effective professional services which enable students and other faculty members to access printed and non-printed resources. Such duties pertain to: acquisition, processing, reference and circulation of materials that are linked with curricular offerings of the campus as well as with special need of students and teachers.

APPENDIX E - ACADEMIC RANK POLICY

(A) The purpose of a system of academic rank at the College is to give recognition to bargaining unit members for excellence in performing their respective duties consistent with the aims and philosophy of the College as a teaching-learning institution. The policy requires academic preparation, professional accomplishment and meaningful service to students, peers, the College and the community at large. It is believed that these combined attributes characterize the model faculty member.

(1) The system of professional rank established at the College consists of four (4) classifications as represented by the titles of professor, associate professor, assistant professor and instructor.

(2) Professional rank shall have no relationship to the "Faculty Salary Schedule" nor will professional rank be a factor in the determination of full-time professional salary or compensation.

(B) A bargaining unit member is considered for initial rank placement under the policy which is in effect at the time of initial appointment. A bargaining unit member may be considered for promotion in rank under the policy in effect at the time he becomes eligible for promotional consideration.

(1) Initial rank appointment under this policy is voluntary. At initial appointment into the bargaining unit, the individual has the option of appointment to rank under the terms of this policy or the option of appointment without promotional consideration and with the title of instructor.

(2) Application for consideration for promotion in rank under this policy is voluntary.

(3) Under circumstances deemed advisable by the Board of Trustees, any of the provisions or restrictions of this policy may be waived in a specific instance in the best interest of the College.

(C) All bargaining unit members employed on the "Faculty Salary Schedule" are entitled to the rank of "instructor" upon entry to full-time service at the College if they hold a bachelor's degree or evidence equivalent recognition by means of a legal or professional license, specialized work experience directly related to the instructional or other professional assignment, or relevant professional credentials in their occupational/technical field. This equivalent recognition requires formal action by the College.

(D) The rank of "assistant professor" may be granted to bargaining unit members who meet the following criteria and are recommended for such rank according to specified procedure:

- (1) If the candidate holds an earned doctorate in a field directly related to the professional assignment and which has been formally recognized by the Board of Trustees; or
 - (2) If the candidate holds a master's degree, of which at least fifteen (15) semester credits of graduate preparation shall be in the subject area of, or shall be directly related to, the major instructional or professional work assignment; or
 - (3) If the candidate holds a bachelor's degree and holds a valid legal or professional license, specialized work experience directly related to the major instructional or professional work assignment, or relevant professional credentials in their occupational/technical field; and where the Master's Degree is not normally offered; and
 - (4) If the candidate has completed two (2) years of:
 - (a) Teaching experience, at least one (1) year of which has been on the college level; or
 - (b) Other related work experience for non-teaching personnel, at least one (1) year of which has been on or equivalent to college level experience.
- (E) The rank of "associate professor" may be granted to bargaining unit members who meet the following criteria and are recommended for such rank according to specified procedure:
- (1) If the candidate holds an earned doctorate in a field directly related to the professional assignment and which has been formally recognized by the Board of Trustees; or
 - (2) If the candidate holds a master's degree plus thirty additional semester credits of graduate work. Of these graduate credits, at least twenty (20) shall be in the subject area of, or shall be directly related to the major instructional or professional work assignment in the area in which the rank is to be granted; or
 - (3) If the candidate holds a bachelor's degree and holds a valid legal or professional license in fields where the master's degree is normally not offered and which is formally accepted by the College as equivalent to a master's degree, plus thirty semester credits in the subject area or directly related subject area relevant to the major instructional or professional work assignment in the area in which the rank is to be granted; and
 - (4) If the candidate has completed four (4) years of teaching experience in the area in which the rank is to be granted, at least three (3) years of which have been on the college level, or four (4) years of work-related experience in the area in which the rank is to be Granted, at least three (3) years of which have been on or equivalent to college level experience; and

(5) If the candidate has held the rank of assistant professor for at least two (2) years; and

(6) If in addition to those qualifications listed above, the candidate shall have evidenced teaching excellence, or excellence in the professional and assignment in which the rank is to be granted as judged by faculty, students and administration.

(F) The rank of "professor" may be granted to all bargaining unit members who meet the following criteria and are recommended for such rank according to specified procedure:

(1) If the candidate holds an earned doctorate in a field directly related to the professional assignment and which has been formally recognized by the Board of Trustees; or

(2) If the candidate holds a master's degree and at least forty-five (45) additional graduate semester credits. Of the total graduate credits, at least fifty shall be in the subject area or shall be directly related to the major instructional or professional work assignment in the area in which the rank is to be granted; and

(3) If the candidate has completed seven (7) years of experience in the area in which the rank is to be granted, at least four (4) years of which have been on the college level, or work-related experience at the college level at least two (2) years of which must have been served as an associate professor at the College; and

(4) If the candidate to be awarded the status of professor shall have evidenced teaching excellence, or excellence in the area in which the rank is to be granted, as judged by faculty, students and administration;

(5) If in addition to those qualifications listed above, the candidate to be awarded the status of professor shall have evidenced outstanding achievement in at least three (3) of the following categories:

(a) Service to the College through assistance to students outside the classroom, such as advising student groups;

(b) Service to the College through published scholarly materials or unpublished materials for district-wide educational use;

(c) Service to the College through significant participation in professional and educational organizations through active membership and/or service as an officer or leader in conferences, workshops and conventions;

(d) Service to the College through significant participation on campus-wide or College-wide committees;

(e) Service which reflects favorably upon the College through participation in the Greater Cleveland area as a speaker, advisor or as an active member in community groups.

(G) Instructional personnel who elect to participate in the rank system shall be designated according to rank and discipline: e.g., assistant professor of mathematics; non-instructional personnel such as counselors and librarians shall be designated according to the position description and rank: e.g., counselor, rank of assistant professor. Instructional personnel who elect appointment without promotional consideration shall be designated as instructor.

(1) This policy applies to all bargaining unit personnel;

(2) Bargaining unit members who revert to part-time teaching or retire will retain their highest rank.

(3) Course work taken after initial appointment shall be part of a planned program of continuous professional growth in relation to the individual's primary assignment. This plan is to be approved by the administrator of the appropriate area and on file in the individual's personnel folder; and

(4) All degrees and course work submitted shall have been earned from a regionally accredited institution of higher education, or a recognized and certified occupational/technical training institution. Appropriate procedures will be used to certify work taken at institutions of higher learning outside the United States of America.

(H) The President of the College is hereby authorized and directed to adopt and promulgate rules and regulations to effectuate the board policy as set forth herein to the extent that the same shall be consistent with this policy.

APPENDIX F - IMPLEMENTATION PROCEDURES ON ACADEMIC RANK

Section 1. Campus Committee on Academic Rank.

A. Committee Function:

- (1) The Committee is to assist the Campus President/College Vice President or EVP for Workforce and Economic Development in establishing procedures and evaluating the qualifications of faculty for promotion in rank.
- (2) The Committee shall advise the Campus President/College Vice President or EVP for Workforce and Economic Development in establishing procedures to determine how students and administrative evaluation of classroom or other professional activities will be solicited and how they will be used in the evaluation process.

B. Committee Formation and Composition:

- (1) The Committee shall be selected by established campus procedures with involvement of the Faculty Senate.
- (2) A majority of the Committee shall be tenured faculty.
- (3) The campus, through its established procedures, shall determine the maximum size and composition of the Committee.
- (4) It will be at the discretion of each campus whether the members of the Committee are required to be participants in the rank system.
- (5) Individuals being considered for promotion in rank are not eligible to serve on the Committee.
- (6) The Campus President/College Vice President or EVP for Workforce and Economic Development shall provide the Committee chairman and members of the Committee with a written statement of the Committee's purposes, responsibilities and procedures regarding the receipt and evaluation of applications.

Section 2. Procedures for Candidates.

A. Individuals eligible under the provisions of the College Policy on Academic Rank for promotion, and who wish to be considered for promotion, shall submit a statement and supporting materials requesting consideration to the Campus Committee by October 31 of each year.

At this time, the candidate shall also send duplicate copies of his request and supporting materials to his immediate supervisor and to his Dean for their written recommendations to be submitted to the Committee by November 30.

B. The candidate's request for consideration by the Campus committee, immediate supervisor, and his Dean, shall be accompanied by appropriate supporting material detailing academic credits, accomplishments and activities that the individual believes meet the criteria for that rank as outlined in Appendix E. These materials shall be organized in such fashion as to justify the individual's request for promotion.

The statement of accomplishments and activities, including supporting materials, is to be that of the individual and is not to include supporting statements from other members of the professional staff of Cuyahoga Community College or of students.

Section 3. Procedures for Evaluators.

A. Immediate Supervisor

- (1) Upon receipt of the candidate's request, the immediate supervisor shall submit in writing his recommendation with supporting rationale to the Committee by November 30.
- (2) Individual faculty members of each department shall be invited by the immediate supervisor to submit directly to the Committee a signed statement concerning the qualifications of the candidate.

B. Dean

Upon receipt of request and supporting materials of the candidate, the Dean shall submit in writing his recommendation, with supporting rationale, to the Committee by November 30.

C. Committee

- (1) After evaluating the materials submitted by the candidate and the written recommendations of the immediate supervisor and the Dean, as well as any statements from the faculty, the Committee shall forward its written recommendation on each individual, including detailed supporting rationale, to the Campus President/College Vice President or EVP for Workforce and Economic Development by March 15. A minority view by members of the Committee may be included in the recommendation.
- (2) If the Campus President/College Vice President or EVP for Workforce and Economic Development disagrees with the recommendation, he shall return the recommendation to the Committee with a written statement of detailed rationale. The Committee shall make a second evaluation. This reevaluation, with the statement of the Campus President/College Vice President or EVP for Workforce and Economic Development, shall be forwarded to the Campus President/College Vice President for transmittal to the President of the College. Upon written request, the file, including the rationale and recommendations, will be made available to the candidate.

D. President of the College

(1) The President of the College shall inform the Campus President/College Vice President or EVP for Workforce and Economic Development of his decision by June 1, who shall then inform the candidate and the Committee.

(2) The President of the College shall present his recommendations to the Board of Trustees for its consideration at its June meeting.

E. Appeals

(1) The first appeal of the decision shall go directly to the Campus President/College Vice President or EVP for Workforce and Economic Development.

(2) Subsequent appeals, if necessary, shall go to the College.

APPENDIX G - REIMBURSEMENT OF EXPENSES - COLLEGE MANDATED

Section 1. The College agrees to reimburse bargaining unit members for expenses they incur as a result of College mandated travel and/or entertainment. Specifically, the College agrees to reimburse bargaining unit members for the following:

(A) Reasonable expenses incurred by bargaining unit members as a result of College mandated travel, including lodging, meals and related incidentals;

(B) Reasonable expenses incurred by bargaining unit members as a result of a College directive to entertain College guests and/or prospective employees. Such expenditures on behalf of guests and/or prospective employees may include necessary meals and incidental expenses of the bargaining unit member, however, such expenditures shall not be primarily for the bargaining unit members' social or personal purposes; and

(C) Reasonable expenses incurred by bargaining unit members as a result of organizing College mandated meetings, conferences or other gatherings.

Section 2. The President of the College is authorized and directed to develop and promulgate procedures to effectuate this policy.

APPENDIX H - COLLEGE CONTRIBUTIONS TO THE STATE TEACHERS' RETIREMENT SYSTEM FOR PERSONS TAKING PROFESSIONAL IMPROVEMENT LEAVE UNDER PLAN A

Section 1. All faculty members who have taken professional improvement leave under Plan A will be notified by the College of the new S.T.R.S. guidelines.

Section 2. When requested by the employee, the College will contribute the employer contribution that is necessary for the member to buy in the additional one-half ($\frac{1}{2}$) year of credit.

Section 3. The College President or his designee is authorized to do all things necessary and appropriate to implement this resolution.

APPENDIX I - COLLEGE TAX-SHELTERED ANNUITY PROGRAM

Section 1. The tax deferred annuity plan of the College is changed to allow the participation of any licensed agent, broker or company that meets the following conditions:

(A) The company must provide a reasonable agreement which protects the College from any liability attendant to procuring the annuity; and

(B) The company must be designated by a number of employees equal to at least one (1%) percent of the College's full-time employees.

Section 2. The treasurer is authorized and directed to execute any necessary agreement with a qualifying company on behalf of the College.

APPENDIX J - OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION PROGRAM

The College treasurer is, upon application of an eligible College employee, authorized to execute an agreement with the Ohio Public Employees Deferred Compensation Board providing for participation of eligible employees of the College in the Ohio employees deferred compensation plan.

**Appendix K-Health Care
Electives Program**

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
Plan Year	1/1 – 12/31	1/1 – 12/31	1/1 – 12/31
Deductible (Individual/Family)	None	None	\$300/\$600
Coinsurance	None	90%/10%	70%/30% (subject to deductible)
Max out-of-pocket (Individual/Family)	Not applicable	\$1,000/\$2,000	\$1,500/\$3,000 (includes deductible)
Lifetime Max	Unlimited	Unlimited	Unlimited
Inpatient Hospital			
• S/P Room & Board	No Charge	90%/10%	Deductible and 70%/30% of R&C
• Medications	No Charge	90%/10%	Deductible and 70%/30% of R&C
• Radiation & Chemo	No Charge	90%/10%	Deductible and 70%/30% of R&C
• Hemodialysis	No Charge	90%/10%	Deductible and 70%/30% of R&C
• Internal Prosthetics	No Charge	90%/10%	Deductible and 70%/30% of R&C
• Physician Services	No Charge	90%/10%	Deductible and 70%/30% of R&C
• Surgeon's Services	No Charge	90%/10%	Deductible and 70%/30% of R&C
• Operating & Recovery Room	No Charge	90%/10%	Deductible and 70%/30% of R&C
• Rehab Therapy	No Charge	90%/10%	Deductible and 70%/30% of R&C
Outpatient Charges			
• Facility	\$15 copay	90%/10%	Deductible and 70%/30% of R&C
• Surgeon's Services	\$15 copay	90%/10%	Deductible and 70%/30% of R&C
• Treatments like radiation and chemo.	\$15 copay	90%/10%	Deductible and 70%/30% of R&C
• Prof. Fees (Anesthesia, co-surgeons, Interpretations)	\$15 copay	90%/10%	Deductible and 70%/30% of R&C
• X-ray & Lab Services	No charge	100% in doctor's office or dedicated facility in hospital or outpatient surgical facility	Deductible and 70%/30% of R&C
Second Surgical Opinion	\$15 copay	\$15 copay	Deductible and 70%/30% of R&C
Emergency Care			
• Doctor's Office	\$15 copay	\$15 copay	Deductible and 70%/30% of R&C
• Hospital	\$50 copay	90%/10%	90%/10%
• Urgent Care Facility	\$35 copay	\$15 copay	Deductible and 70%/30% of R&C
• Ambulance	\$50 Per Trip	90%/10%	90%/10%
Specialty Services			
• Home Healthcare	No Charge	90%/10% 40 visits per plan year combined in and out of network.	Deductible and 70%/30% of R&C; 40 visits per plan year combined in and out of network.
• Skilled nursing, Extended Care	No charge; 100 days/calendar year when arranged by a Plan physician	90%/10% 60 days max per plan year combined in and out of network	Deductible and 70%/30% of R&C; 60 days max per plan year combined in and out of network
• Hospice	No charge	90%/10% 60 days max per plan year combined in and out of network	Deductible and 70%/30% of R&C; 60 days max per plan year combined in and out of network

**Appendix K-Health Care
Electives Program**

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
Family Planning <ul style="list-style-type: none"> Vasectomy Tubal Ligation Infertility Service <ul style="list-style-type: none"> Office Visit Surgery 	\$15 copay No Charge 30% of Total Charges (See "B" Below)	90%/10% 90%/10% For testing & diagnosis only \$15 copay 90%/10%	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C For testing & diagnosis only Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
Medical Supplies & Equipment <ul style="list-style-type: none"> Durable Medical Equipment External Prosthetics 	No Charge No Charge	No Charge No Charge	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
Mental Health <ul style="list-style-type: none"> Inpatient Outpatient Group Therapy 	No Charge; Limit 30 days per plan year \$15 copay Limit 20 visits per plan year \$7 copay Limit 20 visits per plan year	90%/10%; Limit 30 days per plan year combined with substance abuse and in and out of network \$10 copay Limit 30 visits per plan year combined in and out of network \$10 copay	Deductible and 70%/30% of R&C; Limit 30 days per plan year combined with substance abuse and in and out of network Deductible and 70%/30% of R&C Limit 30 visits per plan year combined in and out of network Deductible and 70%/30% of R&C
Substance Abuse <ul style="list-style-type: none"> Inpatient Outpatient 	No Charge—General Hospital No charge for one detoxification admission per year in a specialized facility. \$15 copay	90%/10% Limit 30 days per plan year combined with mental health and in and out of network; Lifetime maximum \$60,000 \$10 copay Limit 60 visits per plan year combined in and out of network	Deductible and 70%/30% of R&C Limit 30 days per plan year combined with mental health and in and out of network; Lifetime maximum \$60,000 Deductible and 70%/30% of R&C Limit 60 visits per plan year combined in and out of network
Primary Care Services <ul style="list-style-type: none"> Routine exam Immunizations/Injections Well Child Care Adult Medical Child care Allergy Treatment 	\$15 copay No charge \$15 copay \$15 copay \$15 copay No charge	\$15 copay 100% \$15 copay \$15 copay \$15 copay \$15 copay	Not covered Deductible and 70%/30% of R&C Not covered Deductible and 70%/30% of R&C if due to illness or injury Deductible and 70%/30% of R&C if due to illness or injury Deductible and 70%/30% of R&C

**Appendix K-Health Care
Electives Program**

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
Specialty Physician Services <ul style="list-style-type: none"> Office Visits Referral physician services 	\$15 copay \$15 copay	\$15 copay \$15 copay	Deductible and 70%/30% of R&C if due to illness or injury Deductible and 70%/30% of R&C if due to illness or injury
Prescription Drugs <ul style="list-style-type: none"> Retail Service Mail order service 	\$10 copay for a 31 day supply at a Kaiser facility or affiliated network pharmacy \$10 copay for a 62 day supply from Kaiser facility	See attached detail	
Non-Compliance Penalties <ul style="list-style-type: none"> Pre-certification – hospital in-patient and out-patient 	Must be admitted by Kaiser physician	Responsibility of network physician	Subject to medical necessity
Notes	A. -- After diagnosis, medical and hospital services for further treatment and evaluation of involuntary infertility are charged at a 50% rate. B. -- All benefits & services outlined must be arranged, authorized and prescribed or provided by a Plan Physician.	A. Out of Service Coverage: Inpatient services not arranged/provided by the provider require Pre-admission Certification and Continued stay review otherwise reduction or denial of coverage may occur. B. R&C Reimbursement is based on the lesser of the Reasonable and Customary charge or the actual amount the member is required to pay for the service.	

Note: The information provided here is intended only to show the highlights of the various medical plans and is not a complete description of the plans. The plans are governed by the official plan documents and/or insurance contracts where applicable. If there is a discrepancy between the information provided here and the plan documents, the official plan documents and/or insurance contracts shall prevail.

Appendix K Continued

Cuyahoga Community College

Electives Program

Prescription Medication Coverage for PPO Enrollees Only
Plan Year 1/1-12/31

**Acute Prescription Retail Card Plan
 In-Network**

20% Copay

- Minimum of \$20 for Non-Preferred Brand
- Minimum of \$10 for Preferred Brand
- Minimum of \$5 for Generic

Mandatory Generic Provision

No claim forms to file

No reimbursement from Medical Plan; reimbursement only from FSA account, if elected

Out-of-Network

50% reimbursement of covered expenses

Must file a claim form with prescription plan for reimbursement

No reimbursement from Medical Plan; reimbursement only from FSA account, if elected

**Maintenance
Prescriptions**

Mail Order

Copay for 90 day supply:

- \$5 Generic
- \$24 Preferred Brand
- \$40 Non-Preferred Brand

Mandatory Generic Provision

No reimbursement from Medical Plan; reimbursement only from FSA account, if elected

APPENDIX L - FAMILY MEDICAL LEAVE ACT

The College and the Union agree to incorporate the Family and Medical Leave Act ("FMLA") into the collective bargaining agreement as this addendum. The FMLA does not invalidate any provision of the collective bargaining agreement. Below are outlined the major points of the FMLA, including the agreements between the College and the Union on any discretionary items in the FMLA. This addendum becomes effective on February 5, 1994.

A. **Types of FMLA leave.** Eligible bargaining unit employees so electing shall, upon written request or with verbal notification if written request is not practical, be granted an FMLA leave of absence without pay for up to, but no more than twelve (12) weeks, for the following reasons:

- (1) birth of a son or daughter and in order to care for such son or daughter within 12 months of birth (birth leave);
- (2) the placement of a son or daughter for adoption or foster care within 12 months of birth (placement leave);
- (3) care of a spouse, son, daughter, or parent, if such individual has a "serious health condition" (family health leave);
- (4) the employee's own "serious health condition" which makes the employee unable to perform the functions of his/her position (employee health leave).

B. **Definition of "serious health condition".** Under the FMLA, a "serious health condition" is defined as an illness, injury, or physical or mental condition that involves one of the following:

- (1) in-patient care in a hospital, hospice or residential care facility of at least one (1) night;
- (2) one's absence from work, school or regular daily activities for more than three (3) calendar days and which involves continuing treatment by (or under the supervision of) a health care provider;
- (3) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition (such as cancer) that is incurable or so serious that, if treated, would likely result in a period of incapacity of more than three (3) calendar days even if the person is not necessarily being actively treated by a health care provider; or
- (4) prenatal care.

C. **Request for Leave.** Request for such leave must be submitted in writing to the employee's immediate supervisor at least thirty (30) days before the leave is scheduled to begin, or as soon as it is practicable if the need for leave is not foreseeable.

D. **Eligibility.** Bargaining unit members who have completed twelve (12) months of service with the College which need not be consecutive and have completed at least 1250 hours of service during the previous twelve (12) month period shall be eligible for FMLA leave.

E. **Designating FMLA Leave.** Employees requesting an FMLA leave must first use accrued paid leave benefits, if applicable, such as vacation, personal leave, and sick leave. The accrued paid benefits will be deducted from the FMLA twelve-week entitlement. Only applicable sick leave of more than five (5) consecutive work days will be deducted from the twelve-week FMLA entitlement except in the case of an intermittent/reduced FMLA leave schedule. The unpaid FMLA leave will only become effective after all applicable paid benefits have been exhausted.

F. **Intermittent/Reduced Leave Schedule.** FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

- (1) to care for a sick family member when medically necessary;
- (2) for an employee's own serious illness when medically necessary;
- (3) for a birth or placement of a child for adoption or foster care within twelve (12) months of birth with the approval of the College.

"Intermittent leave" is taken in separate blocks of time due to a single illness or injury (i.e., leave for medical appointments, physical therapy, chemotherapy, etc.) spread over a period of time. "Reduced leave schedule" is a leave schedule which reduces the usual number of hours per workweek or hours per day worked by the employee.

The College may temporarily transfer an employee on intermittent or reduced leave schedule to a vacant bargaining unit position for which the employee qualifies and at the equivalent pay, benefits, and terms and conditions of employment by mutual agreement of the College and the Union. Once the intermittent or reduced leave schedule has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position.

G. **Return to Work.** Any employee taking an unpaid FMLA leave of twelve (12) weeks or less shall, upon return from the leave, be restored to the position of employment held by the employee when the leave commenced; or to an equivalent bargaining unit position with the equivalent pay, benefits and other terms and conditions of employment. If the leave exceeds twelve (12) weeks, an attempt will be made to place the employee in the same position, but where this is not possible or practical, the

employee will be offered another position for which the employee is qualified as soon as one is available.

H. **Insurance.** For the first twelve (12) weeks of unpaid FMLA leave, the College will continue to pay its portion of the costs of health and life insurance benefits and the employee will continue to pay her/his portion. After twelve (12) weeks, the employee is required to pay the full amount of the costs for continued coverage including the employee's share and the employer's share of the cost.

I. **Certification.** The College will require written certification, on a form substantially the same as U.S. Department of Labor Form W-H 380 (June 1993), by a health care provider of the need and purpose of the leave for a FMLA family or employee health care leave. The College has the right to require the employee to obtain the opinion of a second health care provider designated or approved by the College in the event the College has reason to doubt the validity of the written certification provided by the employee. The College will pay the costs associated with obtaining the second opinion. In a case in which the second opinion differs from the opinion in the original written certification, the College has the right to require that the employee obtain the opinion of a third health care provider mutually designated or approved by the College and the employee. The College will pay the costs associated with obtaining the third opinion. In that case, the opinion of the third health care provider shall be considered final and binding.

J. **Fiscal Year.** The 12-month leave period shall be the fiscal year (July 1 - June 30). However, no leave taken by an employee, either paid or unpaid, prior to February 5, 1994, shall be deducted from the employee's twelve (12) week entitlement of FMLA leave.

K. **Notice of Employee Rights.** When an employee gives notice of the need for FMLA leave, the College shall provide the employee with a notice containing the following specific information:

- (1) that the leave will be counted against the employee's annual FMLA leave entitlement;
- (2) any requirement that the employee provide medical certification;
- (3) that the employee must use applicable substitute accrued paid leave and have it considered FMLA leave;
- (4) whether the employee will be required to make premium payments, and, if so, how must the payments be made;
- (5) whether the employee will be required to present a fitness-for-duty certificate in order to be restored to employment;

(6) that the employee has the right to be restored to the same or an equivalent position upon return from FMLA leave;

(7) the employee's potential liability for the payment of health premiums paid during the employee's FMLA leave if the employee does not return to work after taking FMLA leave; and

(8) that the College may require employees on FMLA leave to report periodically, but not unreasonably, on their status and intent to return to work. If an employee provides an unequivocal notice of his/her intent not to return to work, the College's obligations under the FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee to his/her previous position cease.

L. Restrictions on Leave Where Spouses are Employed by the College. A husband and wife who are eligible for FMLA leave and are employed by the College are permitted to take only a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken: (1) for birth of a son or daughter or to care for the child after birth; (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent "in-law") with a serious health condition.

M. Timesheet. Any absence approved for FMLA leave must be so indicated on the employee's timesheet in the appropriate paid or unpaid column.

APPENDIX M - GOVERNANCE

I. PURPOSE

The special competence and special interests of each constituency in contributing to governance are recognized and provided for in the structure and processes of the system, with the understanding that specific constituency interests are subordinated to common, single college interests.

The essence of participatory governance is the collective action of governance committees in gathering relevant information, deliberating issues in the light of that information, and reaching reasoned recommendations.

Participatory governance requires the engagement of all constituent groups. It also excludes specific matters covered in contracts with bargaining agents of classes of employees. While the system is included by reference in such contracts, it should exist independently of these contracts. No particular contract should include governance procedures that are specific to any single constituent body.

Committees of governance function in an environment of mutual respect, good faith and commitment to the common interests of the single college. Through the president, they advise the administration which remains responsible and accountable for implementation. Committee development and focus will fluctuate based on a consensus of the current college needs to be addressed.

II. THE GOVERNANCE SYSTEM

A. General Structure

1. Board of Trustees

The governance system recognizes the role and authority of the Board of Trustees to prescribe rules or policies regarding the effective management of the college, which policies shall guide the president of the college, who is responsible for establishing the regulations and procedures to carry out such policies. Recommendations for components for Board policy are sent to one of the three standing committees of the Board through the Office of the President. The Board standing committees -- Academic and Student Affairs, Management, and Community Affairs -- recommend policy actions to the full Board whose ratification is mandatory before college policy is adopted.

2. Office of the President

The governance system recognizes the role and authority of the president of the college as being the chief executive officer of Cuyahoga Community College and directly responsible to the Board of Trustees for the educational leadership and efficient

management of the college's human, physical and fiscal resources. The president's chief executive role includes:

- a. Representation of, and primary spokesman for, the college to various external organizations and agencies whose activities directly or indirectly affect the welfare of the college. Among these are federal, state and local government, national and regional educational associations, other higher education institutions, and various community associations.
- b. Articulation of education philosophy for the college within which its educational objectives are developed and implemented.
- c. Formulation of strategic long and short-range plans for the college.
- d. Provision of direction and guidance to the college's major operating units and to the individuals who report to the Office of the President.
- e. Maintenance of a climate in the college conducive to productive learning and effective teaching.

3. Constituent Groups

- a. AAUP
- b. Administration
- c. AFSCME
- d. Joint Faculty Senate Council
- e. Joint Student Council
- f. 925/SEIU
- g. Professional/Technical
- h. TS & CE

B. Committees of Governance

"Committees of Governance" includes the full committees outlined below and any ad hoc or subcommittees established by the full committees.

1. Committee on Curriculum and Degree Requirements

Purpose

- a. To review and recommend new academic programs and additions and deletions to existing programs;
- b. To recommend new courses and changes in course numbers, titles, descriptions, credit hours, and prerequisites;

- c. To review and recommend policies and procedures for the development of degree requirements for all college credit programs;
- d. To participate in a review of all courses in the college's master file and recommend to each affected academic division courses that should be considered for possible elimination from the course master file because of duplication with similar courses or because they are seldom offered; and
- e. To establish appropriate subcommittees and/or other working groups to accommodate these operational tasks.

Membership: This Committee shall have 17 members

Faculty: Three from each campus. Faculty chair the committee and serve as secretary

Administration: Four Staff: One from TS & CE and 925 combined P/T: One JSC: One

Administrative Officer: Designated Academic Dean

2. Committee on Enrollment Management

Purpose

This Committee will review and recommend plans and policies designed to strengthen enrollment at the college. Recruitment and retention issues and processes will be included in its review.

Program development and service delivery issues will also be included.

Membership

Faculty: Three.

Administration: Three, including one from student services

Staff: One each from 925, AFSCME, TS & CE

P/T: One

JSC: Three, one from each campus

Administrative Officer: VP, Academic or Student Affairs or Executive Director of Distance Education

3. Committee on Technology

Purpose

This Committee will review and recommend policies and procedures related to the deployment of administrative and academic technology. It will review the college's plans for such deployment and advise on improvements.

Membership

Faculty: Three faculty.

Administration: One from A/SA, one from HR/BFS

Staff: One each from 925, AFSCME, and TS & CE

P/T: Two

JSC: One

Administrative Officer: Assistant VP, Vice President of Technology Systems and Resources

4. Committee on Planning and Institutional Effectiveness

Purpose

The Committee will review and recommend policies and procedures related to assessing the quality of the college's programs and services.

Function

This Committee will conduct its business through two sub-committees consisting of members of the parent Committee.

- a. Sub-Committee on Learning and Student Success
- b. Sub-Committee on Communications and Organizational Effectiveness and CCC-AAUP.

Membership

Faculty: Three.

Administration: Three

Staff: One each from 925, AFSCME, and TS & CE

P/T: One

JSC: One

Administrative Officer: Executive Director, Institutional Planning and Evaluation or Internal Auditor

5. Committee on Human Resources and Policy

Purpose

The Committee will review and recommend policies and procedures related to rights and responsibilities, affirmative action, and due process.

Function

This Committee may conduct its business through three sub-committees consisting of members of the parent Committee, each sub-committee addressing one of the topics cited above.

Membership

Faculty: Three.

Administration: Three

Staff: One each from 925, AFSCME, and TS & CE

P/T: One

JSC: One

Administrative Officer: Vice President, Human Resources

6. Committee on Governance Monitoring

Purpose

The Committee shall monitor and evaluate the effectiveness of the operations of the college-wide Governance System and make recommendations, as needed, with respect to the improvement thereof. Its recommendations shall be forwarded to the Executive Vice President for Academic and Student Affairs, the elected leadership of each constituency group, and the members of the College Forum.

Function

This Committee may conduct its business through sub-committees as deemed appropriate by the majority of the Parent Committee.

Membership

Faculty: Three.

Administration: Three

Staff: One each from 925, AFSCME, and TS & CE

P/T: One

JSC: One

Administrative Officer: Executive Vice President, Academic and Student Affairs

C. General Functioning of the Governance System

1. Each committee will elect its own Chair and Secretary and will function as a committee for two years.
2. Committees shall receive their charges for the year from the college president. Committees may also develop their own charges, subject to the approval of the president. Committees may receive special charges from the president related to particular issues that need immediate and timely attention.

3. Annual charges shall be received by committees by the end of the first week of September each year.
4. Recommendations may be made to the president at any time.
5. Committees shall receive responses to recommendations within three weeks of receipt. Responses can include acceptance, modification, request for further analysis or clarity, or denial. Committees shall receive reasons for each response.
6. Committees shall complete their work in a timely fashion. On occasion, the president may request special attention to particular issues that need immediate action by certain deadlines. Committees will adjust their work to meet such priorities.
7. All Committee reports will be made to the president of the college.
8. Committees shall receive timely notification of the enacting of new policies and procedures resulting from their work. This shall be received within two weeks of the posting of the new policy or procedure.
9. Each Committee will present an annual report of activities to the president by the end of the second week of May of each year.
10. A maximum 69 ESU's per academic year will be available to compensate faculty members who participate on governance committees, to be apportioned as agreed on by the College and CCC-AAUP.

III. IMPROVEMENTS

Improvements to the system will adapt the governance advisory committees so that they address the issues of current importance to the college and engage the special competencies of each constituent group fully and appropriately in all areas.

Improvements will continue to assure constituent engagement in an advisory capacity with the development of and continual improvement to policies and procedures affecting the implementation of the college's mission.