

EASTERN WASHINGTON UNIVERSITY
AND
UNITED FACULTY OF EASTERN WASHINGTON UNIVERSITY
SEPTEMBER 1, 2016 – AUGUST 31, 2019

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Commented [FJ1]: Language changed from Communication Disorders Program Semester Faculty

Commented [FJ2]: New section to replace MOU regarding Corrective Action – name changed to “Constructive Action”

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PREAMBLE

Eastern Washington University (the “University”) and the United Faculty of Eastern Washington University (the “UFE”) (collectively, the “Parties”) agree as follows:

ARTICLE 1: RECOGNITION

1.1 Recognition. The UFE is the exclusive bargaining representative regarding matters of wages, hours, and terms and conditions of employment, for the bargaining unit as certified by the Public Employment Relations Commission:

All full-time and regular part-time employees of the University who are designated with faculty status, excluding casual or temporary employees as defined in WAC 391-35-350, administrators, confidential employees, graduate student employees, post-doctoral and clinical employees, and employees subject to Chapter 41.06 or 41.56 RCW.

Commented [FJ3]: Definition of a casual or temporary employee

ARTICLE 2: ACADEMIC ORGANIZATION

2.1 Faculty Senate. The University and the Union acknowledge the role of the Faculty Senate in shared governance. The Union represents faculty interests on wages, hours, and terms and conditions of employment. The Faculty Senate will make recommendations from the faculty to the University on academic matters and issues relating to the intellectual life of the University.

2.2 Administrative Personnel. The faculty will participate in the selection of academic administrative personnel.

Commented [FJ4]: Positions include – Provost, Vice Provost, Dean, Associate Dean and Assistant Dean

2.3 Department, Library and College Policies and Procedures.

Commented [FJ5]: Through the search committee

2.3.1 Each college and the library shall develop Policies and Procedures (“P&P”) and a mission statement that are consistent with the Agreement, University Policies and Procedures, and the University’s mission. The college/library P&P, upon approval by a ballot of the college faculty affected by the issues in the P&P, are forwarded to the Chief Academic Officer for final approval. Review of the college/library P&P will be conducted at least every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.

Commented [FJ6]: Dean decides who is “affected” by the issues

2.3.2 Each department and other academic unit shall develop P&P and a mission statement that are consistent with the respective college P&P and mission. Department/other academic unit P&P, upon approval by a ballot of the faculty affected by the issues in the P&P, are submitted to the dean for preliminary approval and forwarded to the Chief Academic Officer for final approval. Review of the department/other academic unit P&P will be conducted at least

Commented [FJ7]: Deans office is responsible for tracking

every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.

2.3.3 This Agreement supersedes specific provisions of department, other academic unit, college and library P&P which conflict with its provisions.

2.3.4 The Chief Academic Officer's approval of P&P does not imply approval or disapproval of individual Faculty Activity Plans ("FAP") as defined below.

2.3.5 Colleges/library and departments shall develop strategic plans and goals which are consistent with the University strategic plan and make recommendations about how resources will be allocated to accomplish their plans and goals.

Commented [FJ8]: Dean has responsibility

2.3.6 Assessment plans must be a component of both college and department strategic plans and shall be consistent with the University's Academic Assessment Plan. All college and department plans shall include comprehensive measures of student outcomes and competency by major. These plans shall be filed with the college dean and the Office of Institutional Research, Demography, and Assessment.

Commented [FJ9]: Dean has responsibility

ARTICLE 3: APPOINTMENTS

3.1 Faculty Appointments. A full-time contract year, except for Librarians, is the three (3) quarters of fall, winter and spring. Summer session appointments are by separate contracts. A full-time contract year for a librarian will be a minimum of nine (9) months, and may be as long as twelve (12) months. The contract year will be defined in writing at the time of hire, and may be changed through written agreement with the approval of the Library Faculty Personnel Committee, Dean of Libraries, and Chief Academic Officer.

Commented [FJ10]: PAF is a contract for the summer. This PAF is the process by which summer faculty are hired.

Maybe discuss with Provost – Sometimes the department/college will develop one-page

3.2 Faculty Status.

3.2.1 Probationary Appointments

- (a) Assistant Professor
- (b) Associate Professor
- (c) Full Professor

3.2.2 Tenured Appointments

- (a) Associate Professor
- (b) Full Professor

3.2.3 Special Faculty

- (a) Lecturer/Library Associate/Clinical Associate

(b) Senior Lecturer/Senior Library Associate/Senior Clinical Associate

(c) Faculty in Residence

3.2.4 Quarterly Faculty. Faculty with quarter appointments who teach 1/6 time or more in any academic year, or are appointed to .17 or greater FTE assignment as a library faculty member.

Commented [FJ11]: 7.5 credit hours

3.3 Authority for Appointment and Reappointment. All faculty appointments and reappointments are made upon the recommendation of the Chief Academic Officer and the President to the Board of Trustees and are not effective until the Board of Trustees or designee has taken formal action. Only those terms of employment that are made in writing to the appointees shall be binding upon the University.

Commented [FJ12]: Refer to Appointment and Reappointment process

3.4 Faculty Recruitment. The University will establish policies and procedures for faculty recruitment that are consistent with guidelines adopted by the American Association of University Professors. Departmental/library faculty members and the chair will provide their recommendations regarding faculty candidates to the dean through the selection process described in the individual department and college/library P&P.

Commented [FJ13]: Board of Trustees has delegated authority to the President

Commented [FJ14]: Human Resources, Rights and Risk is responsible

3.5 Additional Staffing. The parties recognize the vital role that tenured and tenure-track faculty play in academic life of the University, and share a commitment to emphasizing the role of tenured and tenure-track faculty in teaching and librarianship at the University. Consistent with department/library needs and University resources, the University will give first consideration to adding tenure-track positions when adding staff to meet increased student demand.

Commented [FJ15]: Human Resources, Rights and Risk will review College P&P at the time of recruitment to ensure no conflicts exist

Commented [FJ16]: Provost

3.6 New Faculty Appointments.

3.6.1 All candidates must meet the qualifications for the rank to which they are appointed, and are expected to provide, either through professional experience or graduate experience, evidence and continuing potential for:

- (a) Excellent teaching or librarianship that commands the respect of students and faculty as demonstrated through such measures as peer evaluations and student evaluations of teaching.
- (b) Important professional contributions of local, state or national significance.
- (c) Superior professional activity, scholarship and/or creative activity.
- (d) Working constructively, collaboratively, productively and professionally to achieve department, library, college and University goals.

3.6.2 In addition to the minimum criteria for rank stated in this Article, colleges and departments may establish additional criteria for appointment and promotion.

Commented [FJ17]: Dean's P&P

3.6.3 The University will include in the materials it furnishes to candidates for faculty positions a link informing the candidate of the Agreement, pointing out the provisions on tenure and promotion, and providing contact information for the UFE.

Commented [FJ18]: Candidate is defined as those applicants who are invited to campus. The link to the UFE website will satisfy both required elements

3.6.4 At the time of appointment, each faculty member will be informed of the criteria for retention, tenure and promotion as described in the departments' and colleges'/library's P&P. The faculty member will also be informed in the offer letter of the four-digit CUPA code associated with the job description for the position into which the faculty member is being hired.

Commented [FJ19]: CUPA code will be provided in the offer letter to the potential faculty member

3.7 Appointment with Tenure. Faculty may be hired with tenure at the rank of Associate Professor or Full Professor. The process for hiring with tenure must follow the hiring-in procedures as designated in the college, library and department P&P, and it must include the full evaluation process for granting tenure by faculty of the department. Those hired in with tenure must, at least, meet the criteria and qualifications for the rank of Associate Professor as indicated in Sections 4.3 and 4.5.

Commented [FJ20]: CUPA code is identified through recruitment process – cannot be changed without Provost approval – Only time for CUPA code is vacancy (Provost) – reorganization could cause CUPA code changes – CUPA code is not based upon qualifications, rather the discipline faculty are teaching.

Commented [FJ21]: The provisions should be included in the College, Department and Library P&P's.

3.8 Joint Appointments. Faculty may be appointed in two (2) or more departments/programs/library subject to the following conditions:

Commented [FJ22]: CUPA codes for joint appointments are set at the time the appointment was made

3.8.1 The original appointment must be approved by each of the departments or programs to which it is made.

Commented [FJ23]: Faculty with a joint appointment will have more than one CUPA code assigned to their position.

3.8.2 The proportion of an appointee's professional responsibilities and rights during the academic year shall be agreed upon in writing at the time of the appointment by the appointee and those departments or programs to which the appointment is made. Ordinarily, at least one-third of the appointee's professional rights and responsibilities must be in each of the departments or programs involved. Such proportion shall be changed only through consultation among the appointee and the affected administrative units. Changes in the appointment must be approved by the departments or programs to which the appointment was made.

3.8.3 A joint appointee shall be evaluated for promotion, retention and tenure by a faculty committee whose composition proportionately reflects the division of his/her professional responsibilities between or among the departments or programs to which the appointment is made. If the joint appointment is in more than one college or unit, the reviewing committee shall include representation from each.

3.8.4 The Department/Unit Personnel Committee must include representation from the departments/units involved unless this is impossible due to the number of tenured faculty, in which case tenured faculty from related disciplines will serve.

3.9 Probationary Appointments. Faculty may be hired on a tenure track at the rank of Assistant, Associate or Full Professor.

ARTICLE 4: QUALIFICATIONS FOR FACULTY APPOINTMENTS

Commented [FJ24]: Qualifications for faculty rank

4.1 Assistant Professor.

4.1.1 Qualifications: A doctorate or terminal degree is required, however, appointment without these qualifications may be made in exceptional circumstances. Faculty who have this rank shall not have yet attained tenure status.

Commented [FJ25]: Dean, Department and Provost decide appointment in exceptional circumstances

4.1.2 Length of Probationary Period. The normal full probationary period is six (6) years. The initial appointment is a two (2)-year probationary appointment; subsequent probationary appointments shall be for two (2)-year terms. Probationary appointments may exceed six (6) years, only as provided in paragraphs (a) below. Probationary appointments may be less than six (6) years only as provided in Subsection (b)(ii) below.

Commented [FJ26]: The probationary period of six (6) years includes three (3) two-year contracts. See Article 5.3- Retention of Probationary Faculty

(a) Extensions of Probationary Period. No later than the conclusion of the fifth year evaluation, a faculty member may make a request to the department chair for a one (1) year extension of the probationary period due to extenuating circumstances outside the candidate's control which have significantly affected the candidate. Such circumstances may include but are not limited to health problems of the candidate or the candidate's family; the birth or adoption of a child; or additional assignments that may have interfered with the execution of the FAP. The department chair's recommendation will be forwarded to the dean, who will grant or deny the request. A candidate may request reconsideration of a denied request through the Faculty Review Board process described in Section 5.5.2.

Commented [FJ27]: Probationary faculty who request and receive personal leave of absence without pay (for two or three quarters) will have their probationary period extended by an additional year.

(b) Early Consideration for Tenure.

(i) Faculty with less than a full six (6) years of probationary service who demonstrate exceptional achievements may be considered for tenure and promotion after the fourth year if nominated by their department personnel committee, their chair, and dean. Completing the requirements of the FAP prior to the sixth year of probationary service does not qualify as an exceptional achievement. A faculty member whose nomination has been endorsed by all of the above reviewers must submit his/her portfolio according to the deadlines established in the academic calendar to be considered for early tenure. Refusal to consider early promotion and tenure may not be appealed through the grievance procedure or other review procedures established in this Agreement.

Commented [FJ28]: Early tenure candidates must be nominated prior to submitting their portfolio. A candidate cannot self-nominate

Commented [FJ29]: Refer to 5.4.4

- (ii) Faculty may at the time of hire negotiate an agreement for consideration for tenure and promotion with less than a full six (6) years of probationary service at the University. The faculty member will be considered for tenure and promotion according to the terms in his/her offer of employment unless he/she requests to extend the probation period to no more than a full six (6) years of probationary period at the University.

4.2 Associate Professor. A doctorate or terminal degree appropriate to the appointment, and six (6) or more years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track associate professor must be evaluated for tenure in the third year. If tenure is not granted, notification must be given by March 1 of the third year and a one (1) year terminal appointment will be granted.

Commented [FJ30]: Provost approves exception with recommendations and supporting documentation from Dean.

4.3 Full Professor. A doctorate or terminal degree appropriate to the appointment, and ten (10) years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track full professor must be evaluated for tenure in the second year. If tenure is not granted, notification must be given by March 1 of the second year and a one (1) year terminal appointment will be granted.

Commented [FJ31]: Provost approves exception with recommendations and supporting documentation from Dean.

4.4 Professional Librarians.

4.4.1 The professional library staff shall have faculty status and equivalent rank, but contract appointments may differ from those of other University faculty in length of appointment (up to twelve (12) months/year), salary and vacation periods in accordance with the needs of the University and the normal practices of the profession.

4.4.2 As a general policy, new appointments will be made at the rank of Assistant Professor. A new appointment may be made at the rank of Associate Professor, if the candidate meets the paper qualifications for the rank, and the application has the support of the dean and the Library Faculty Personnel Committee.

4.4.3 Original appointment of candidates who do not meet the paper qualifications at the rank of Associate Professor and all original appointments at the rank of Full Professor may be approved upon recommendation of the Library Faculty Personnel Committee and only when the candidates possess outstanding qualifications which are essential for carrying out an effective program.

Commented [FJ32]: Provost approves exception with recommendations and supporting documentation from Dean

4.5 Qualifications for Rank of Library Faculty.

4.5.1 Assistant Professor. A master's degree in librarianship and at least three (3) years of successful professional experience shall normally be required. Library faculty holding this rank shall not have yet attained tenure. In addition to the minimal rank criteria described in this Agreement, the Library has established additional criteria for appointment and promotion to this rank.

Commented [FJ33]: In Library P&P

4.5.2 Associate Professor. A second master's degree or the doctorate in librarianship or equivalent degree, and six (6) years or more of successful professional experience shall normally be required. A faculty member lacking the doctorate, equivalent degree, or second master's degree shall have at least nine (9) years of successful professional experience. This is the lowest rank at which tenure may be awarded.

Commented [FJ34]: Provost approves exception with recommendations and supporting documentation from Dean

4.5.3 Full Professor. The doctorate in librarianship, an equivalent degree, a second master's degree, or other terminal degree appropriate to the field, and ten (10) years successful professional experience shall be required. A library faculty member lacking the doctorate or second master's degree may be appointed to the rank of Full Professor only in exceptional cases and where expertise in his/her field is clearly equivalent or superior to that associated with the doctorate or second master's degree.

Commented [FJ35]: Provost approves exception with recommendations and supporting documentation from Dean

4.6 Qualifications and Appointment Term for Special Faculty Titles. The following are contractual, non-tenure track positions and an annual contract year is the three quarters, fall, winter and spring.

Commented [FJ36]: Contracts for less than 3 quarters are approved by exception only, by the Provost.

4.6.1 Lecturer and Library/Clinical Associate. Qualified faculty with teaching/librarianship responsibilities on an annual contract.

Commented [FJ37]: We do have appointments by exception that do not meet this definition.

4.6.2 Senior Lecturers and /Senior Library/Senior Clinical Associate. Qualified faculty with at least six (6) years of successful service as a Lecturer or/ Library/Clinical Associate who have demonstrated excellence in teaching by meeting department and college standards for teaching quality may apply for promotion to Senior Lecturer or /Senior Library/Senior Clinical Associate. If, following a thorough review and based on curricular need, the application is recommended by the department personnel committee and chair, it will be forwarded for consideration by the college personnel committee (if applicable), the Dean, the Chief Academic Officer and the President. If approved, the faculty member shall be awarded promotion to Senior Lecturer/Senior Library/Senior Clinical Associate. The minimum appointment will be two (2) years, and the notice of non-renewal will be one (1) year; provided that for those faculty who have been employed in a Senior Lecturer or Senior Library/Clinical Associate position for at least six (6) years, the minimum appointment will be three (3) years. For positions funded by external sources, elimination of the external funding is grounds for termination, irrespective of the one (1) year notice requirement.

Commented [FJ38]: The six (6) years do not need to be consecutive

Commented [FJ39]: Dea decides

Commented [FJ40]: Based on Merit and longevity

Commented [FJ41]: If it is a 2 year appointment, notice would be given September 15 of last year, before Academic Years begins

Commented [FJ42]: Based solely on longevity

4.6.3 Faculty in Residence (Scholar in Residence, Visiting Assistant, Associate or Full Professor). These titles may be granted to individuals of exceptional qualifications brought to the institution to provide a short-term enhancement for a program.

4.7 Quarterly Faculty. Qualified faculty with teaching or librarian responsibilities hired on a quarterly contract of one (1) quarter in duration.

Commented [FJ43]: Dean approves qualifications

Commented [FJ44]: Department Chair consultation with the Dean creates position and department qualifications

Commented [FJ45]: If someone is hired for less than 2 quarters they are quarterly

ARTICLE 5: TENURE AND PROMOTION

5.1 Evaluation Committees. University departments shall establish departmental personnel committees and the University library shall establish a library personnel committee for the purpose of evaluating faculty members for retention, tenure and promotion. Only tenured faculty may serve on personnel committees. The department/library personnel committee shall be made up of a minimum of three (3) tenured faculty who, hold a rank at or above that of the person being considered. A personnel committee considering promotion to senior lecturer, retention of an assistant professor, or promotion to associate professor will consist of tenured associate or full professors; a personnel committee considering promotion to full professor will consist of tenured full professors. Small departments may include faculty members from related areas and large departments may establish more than one committee.

5.2 Schedule. The Human Resources Office will provide the colleges and library with timelines outlining dates related to the retention, promotion, tenure process.

Commented [FJ46]: HR Consultant, Human Resources Rights & Risk

5.3 Retention of Probationary Faculty.

5.3.1 Department/Library Evaluation.

- (a) Full-time faculty on probationary status will be evaluated by the chair and by the personnel committee to determine reappointment in the second year of their initial appointment, and annually thereafter. Such evaluations will be based upon progress in meeting goals contained in the FAP, which will be consistent with this Agreement and will address the expectations included in department P&P, college P&P and/or accreditation requirements. It is expected that the FAP will be in effect throughout the probationary period unless modified by mutual agreement between the faculty member, chair, personnel committee, dean, and Chief Academic Officer.
- (b) As provided in Section 5.3.1(a), as part of the evaluation process, the department/library will provide the faculty member with an assessment of progress on the FAP, any shortcomings in his/her progress, and a recommendation regarding probationary status. The evaluation will be signed by the faculty member and retained in her/his official personnel file in the Human Resources Office.
- (c) The department/unit personnel committee and the chair shall each forward an independent recommendation to the unit dean as to whether the faculty member should be:
 - (i) Continued on probationary status.
 - (ii) Removed from probationary status and continued as a special faculty member, except as defined in Section 5.4.4(d).

Commented [FJ47]: Performance improvement plans have been eliminated, shortcomings and corrections needed should be included in the annual evaluation.

(iii) Given notice that his/her appointment will not be renewed or will be terminated according to timelines described in Section 5.3.5 below.

(d) Chair and committee evaluations and recommendations shall be retained in the faculty member's file in Human Resources. Supporting materials, including student evaluations, may be returned to the faculty member.

Commented [FJ48]: The practice is for Human Resources, Rights & Risk to return supporting materials to the College, who then determines whether to return any or all of supporting materials to faculty.

5.3.2 College Review. If provided by the college P&P, the college personnel committee may review the chair's and department/library personnel committee's recommendations regarding retention of a probationary faculty member and provide its own recommendation to the dean. A college personnel committee member who reviewed a faculty member as part of the departmental review process will recuse her/himself from that faculty member's review at the college personnel committee level.

5.3.3 Chief Academic Officer Review. The recommendations regarding retention of probationary faculty members made by the chair, department/library personnel committee, college personnel committee (if applicable) and dean will be forwarded to the Chief Academic Officer, who will forward his/her recommendation to the President. The President will then make a recommendation to the Board of Trustees.

5.3.4 Second and Third Probationary Contracts. Following successful completion of their initial probationary appointment, faculty will be provided with a two (2)-year probationary contract. Upon successful completion of a second two (2)-year probationary contract, faculty will be provided with a third two (2)-year probationary contract. If performance shortcomings are identified through the annual evaluation process during the term of a probationary contract, and the faculty member does not make adequate progress in addressing those shortcomings after being given a reasonable opportunity to do so, the probationary faculty member may be terminated with notice as provided in Section 5.3.5 below.

5.3.5 Notice of Nonrenewal or Termination of Probationary Contract.

Commented [FJ49]: The CBA (article 5.3.5a) specifically addresses probationary faculty.

(a) The first probationary year must include two (2) quarters of full time employment. Summer appointments do not qualify.

Commented [FJ50]: The Dean, in consultation with the Provost, can issue this notice.

(b) Notice of intent not to renew a probationary appointment for the following year shall be given in writing to the individual in accordance with the following standards:

(i) Not later than March 1 of the second academic year of service if the appointment is to expire at the end of the initial probationary appointment.

- (ii) For faculty in their third through sixth years of the probationary period, notice of intent not to renew shall be given no later than June 1 for a terminal appointment that expires at the end of the next academic year.

5.4 Promotion. Candidates for promotion are expected to adhere to University policies and professional standards (*see* Appendix D) regarding the fair and respectful treatment of colleagues, co-workers and students.

5.4.1 Effective Date of Promotion. The effective date of promotions resulting from the regular promotion process is September 1 in the next academic year.

5.4.2 Eligibility for Consideration.

- (a) Candidate for Promotion/Rank Qualification. Candidates for promotion to Associate Professor with tenure must have at least six (6) years in the Assistant Professor rank, four (4) of which must have been at the University. Credit for prior experience, or any alternative probationary timeline, must be negotiated at the time of hire and included in the offer letter and FAP. Candidates for Full Professor must have at least four (4) years in the Associate Professor rank at the University and must meet the qualifications for such rank.
- (b) Presidential Rights Promotion. The President has the right to promote any faculty member at any time subject to approval of the Board of Trustees.

5.4.3 Evidence Considered.

- (a) Determining Evidence to be Considered. The types of evidence that demonstrate achievement of the goals outlined in the FAP shall be described in the department/college/library P&P, and will be consistent with the definitions of the ranks and include the general areas specified in the provisions of Article 4 – Qualification for Rank and in this Section.
- (b) Candidate Responsibility. It shall be the responsibility of the candidates to provide their department/library personnel committee with an up-to-date promotion file. They shall indicate the criteria category to which each of their accomplishments shall be assigned. The candidates may not use an accomplishment for evaluation in more than one area. Once submitted, a candidate may add additional information to his/her promotion file only upon written approval by the chair or department personnel committee. Any such information must be considered by all reviewing levels. No new information may be added to a file by a candidate or a third party once the department/library-level review has been completed; provided that nothing in this

Commented [FJ51]: Faculty can submit information to the DPC prior to DPC submitting faculty packet to the Dean. The faculty member will receive a copy of all information submitted to the Dean for consideration. Once submitted to the Dean new information can only be added as allowed by Article 5.4.3 (b). Faculty members should consult their college and department P&P for specific rules regarding allowed documents.

paragraph will preclude a candidate from responding to requests from the college personnel committee, dean or Chief Academic Officer.

Commented [FJ52]: New information and candidate response will be forwarded back to the lowest level

- (c) Scope of Evidence. Work performed by a faculty member prior to his/her appointment at the University may be considered in providing context for the faculty member's pattern of accomplishment in scholarship and creativity. Any such work must be identified in the faculty member's letter of appointment and initial FAP to be considered as evidence for promotion and/or tenure at the University.
- (d) Evaluation of Teaching. Documentation of teaching performance, including peer reviews of teaching performance as described in the candidates' FAP and student evaluation of every class taught during the most recent four (4) quarters, must be included. Student evaluations shall be compiled through use of a standardized university assessment instrument. The statistical data compiled from that instrument shall not, standing alone, preclude consideration for promotion or tenure. Candidates may request a course exemption from evaluation from their department chair.
- (e) Evaluation of Librarianship. Documentation of performance in librarianship must include peer reviews of librarianship as described in the candidates' FAP, student and college faculty evaluation of candidates' teaching of library research skills during the most recent four (4) quarters, and assessment by the functional supervisor, coordinators and the chair.
- (f) Evaluations. Independent evaluations prepared by the department chair, the department personnel committee, the college personnel committee (if applicable), and the dean from the period of probation or, in the case of post-tenure promotion, from the prior four (4) years must be included.

5.4.4 Tenure/Promotion Review and Recommendations.

- (a) Department/Library Level. The department/library P&P specify the scope of the personnel committee's responsibility and review. The personnel committee and the chair shall each forward a recommendation in writing to the dean as to whether the faculty member should be promoted.
- (b) College Level. The college P&P specify the scope of the college personnel committee's responsibility and review. After receipt of the department level recommendations, the college personnel committee shall review the candidate's record and make a recommendation to the dean. The written recommendations, including the dean's, are forwarded to the Chief Academic Officer.

- (c) Chief Academic Officer Level. After reviewing the complete record, the Chief Academic Officer will forward his/her written recommendation to the President who will then make a recommendation to the Board of Trustees. In the event of a negative recommendation, any deadlines for notification or action required by the Board of Trustees will be extended until completion of the reconsideration process. If the Chief Academic Officer's recommendation is negative, the faculty member will be informed in writing of the reasons. In the case of a nontenure recommendation, the faculty member has the right to a two step Reconsideration process.
- (d) Tenure Review of Probationary Faculty. The evaluations for tenure and Associate Professor status are part of a comprehensive process.
- (i) Following the full six-year probationary period and based upon an explicit tenure and rank evaluation, appointment to tenure status may be awarded to a regular full-time faculty member. This evaluation will result in either granting tenure and promotion to Associate Professor or a one-year terminal appointment for the following year.
 - (ii) Faculty who, at the time of hire, negotiated a probationary period shorter than six (6) years may choose to put their names forward for tenure review at the time specified in their offer letter or, at their election, at a time no later than the final year of a full six-year probationary period. This evaluation will result in either granting tenure and promotion to Associate Professor or a one-year terminal appointment for the following year.
 - (iii) Faculty who are considered for early tenure pursuant to Section 4.1.2(b)(i) will either be granted tenure and promotion or will have one (1) additional opportunity to be considered at a time no later than the final year of the full probationary period.
- (e) Candidate Response. The candidate shall receive copies of the written recommendation at each stage of the review. Within three (3) working days following receipt of the recommendations from the department personnel committee and the chair, the faculty member may submit a written statement to correct factual errors in the recommendations. Within three (3) working days following receipt of the recommendation from the college personnel committee and the dean, the faculty member may submit a brief written rebuttal to the deficiencies noted in any negative recommendation submitted by an individual or committee. A copy of the faculty member's correction of fact and/or rebuttal will be forwarded to the Chief Academic Officer and placed in his/her promotion and personnel file for consideration at the next level of review.

Commented [FJ53]: New information and candidate responses will be forwarded to the next level for review

Commented [FJ54]: Submit to Dean

5.5 Reconsideration.

5.5.1 Step One: In the event of a negative recommendation by the Chief Academic Officer regarding retention, tenure or promotion, the faculty member may file a request for reconsideration with the Chief Academic Officer. Such request must be made within seven (7) calendar days of the faculty member receiving the negative recommendation. The faculty member shall set forth with specificity the basis for the reconsideration request, which may be substantive and/or procedural in nature. The Chief Academic Officer may, within seven (7) calendar days, at his/her discretion, (1) refer the challenged recommendation back to the appropriate administrative level for review, or (2) render his/her own judgment on the matter. In either case, no later than fourteen (14) calendar days following submission of the issue to the Chief Academic Officer, he or she shall make his/her recommendation to the President and the Board of Trustees and shall inform the complainant of that recommendation in writing.

Commented [FJ55]: Increased from 5 calendar days (9/1/2016)

5.5.2 Step Two: Faculty Review Board. If, after reconsideration, the Chief Academic Officer's recommendation remains negative, the faculty member may appeal the Chief Academic Officer's negative recommendation to a Faculty Review Board ("FRB"). The faculty member must file the appeal in writing with the Human Resources Office, with a copy to the Union president, within seven (7) calendar days of receiving the Chief Academic Officer's reconsideration notification.

Commented [FJ56]: Completed by the faculty member

The function of the FRB shall be to determine whether the appropriate faculty body gave adequate consideration to the faculty member's candidacy in reaching its decision and, if the FRB determines otherwise, to request reconsideration by that body or administrator. The FRB shall not substitute its judgment on the merits for that of the previous decision makers.

(a) Composition of the FRB. The FRB panel shall consist of three (3) faculty members, including a chair, appointed by the UFE from the ranks of Full Professors. The panel shall receive training regarding the proper standard of review by University and UFE representatives. The panel shall be appointed within seven (7) calendar days of the filing of the appeal, with written notice of such appointments provided to the appellant and the Chief Academic Officer. The Chief Academic Officer and/or the appellant have the right to challenge panel members because of a conflict of interest or lack of impartiality. Any such challenges shall be filed within twenty-four (24) hours of receipt of the notice of appointment. The president of the UFE shall rule on any such challenge and either deny the challenge or appoint another member to the panel within three (3) calendar days of receiving the challenge.

Commented [FJ57]: Provost's Office and UFE provide training

Commented [FJ58]: Increased from 5 calendar days (9/1/2016)

Commented [FJ59]: UFE sends notice and appoints FRB panel

(b) Panel Procedures. Grounds for appeal shall be limited to the failure to provide adequate consideration, *i.e.*, procedural issues. The appeal

Commented [FJ60]: The decision is provided to the Provost's office and appellant.

shall set forth with specificity the nature of the alleged failure to provide adequate consideration. Within seven (7) calendar days from the date that the panel is fully appointed, the FRB shall convene. The appellant shall appear before the FRB to explain why he/she believes adequate consideration has not been provided and to answer questions by the FRB. While the appellant may be accompanied by person(s) of his/her choice, only the appellant may address the FRB, unless otherwise requested. The University shall be represented at the hearing by the Chief Academic Officer or designee. The FRB may consider any documents or testimony deemed relevant. The appellant bears the burden of establishing that he/she has not been accorded adequate consideration. The deliberations of the FRB shall be closed and confidential. Within fourteen (14) calendar days of convening, the FRB shall complete its hearing and issue a written decision to the appellant and the Chief Academic Officer that:

Commented [FJ61]: Increased from 5 calendar days (9/1/2016)

Commented [FJ62]: There is no limit on the number of people who may accompany the appellant.

Commented [FJ63]: Increased from 7 calendar days (9/1/2016)

- (i) Adequate consideration was given; or
- (ii) Adequate consideration was not given. In such instances, the FRB should indicate the ways in which it believes that consideration may have been inadequate.

- (c) Procedures Subsequent to FRB Review. Within seven (7) calendar days of receipt of the FRB decision, the Chief Academic Officer shall make his/her recommendation to the President and/or the Board of Trustees (for those decisions where the Board is the final decision maker) and shall inform the complainant of that recommendation in writing. The decision of the President or Board of Trustees on the matter will be final, and the faculty member shall have no further right to reconsideration or appeal and cannot file a grievance.

Commented [FJ64]: New time frame which also allows for the President/Board of Trustees (when the board is the final decision maker) to have final authority

- (d) Claims of Discrimination. If the faculty member alleges unlawful discrimination relating to retention, tenure or promotion, the faculty member shall file a formal written complaint with the University affirmative action officer. The University shall investigate the complaint pursuant to its Discrimination Complaint Procedure. Complaints of unlawful discrimination shall not be the subject of a request for reconsideration or appeal to the Faculty Review Board. Requests for reconsideration and appeals to the FRB shall be held in abeyance until the conclusion of the Discrimination Complaint Procedure.

Commented [FJ65]: Director EEO/AA

5.6 Notice Rights - Reappointment, Non-Reappointment and Separation of Tenure-Track Probationary Faculty.

- 5.6.1 Returning Appointees. Faculty members who have voluntarily terminated their appointments at the University shall be regarded as new appointees if they return in any form of appointment.
- 5.6.2 Letter of Appointment. Upon reappointment or continuation of appointment of a faculty member, an annual letter of appointment will be issued. The letter of appointment signed by the appointee shall be returned to the Chief Academic Officer within fifteen (15) days of its receipt to indicate the appointee's acceptance of the conditions of appointment.
- 5.6.3 Resignation. Faculty members who intend to resign their appointments should provide written notice to their unit dean at the earliest possible date. Faculty members who intend not to accept reappointment shall provide written notice thereof not later than fifteen (15) days after receipt of the letter of appointment.

ARTICLE 6: FACULTY PERSONNEL FILES

- 6.1 Rights of Faculty. A faculty member has the right to review her/his official personnel file in the Human Resources Office and to place written responses to any material in the file. Written recommendations, evaluations, or other documents relating to performance shall be placed in the official personnel file in the Human Resources Office in a timely fashion.
- 6.2 Confidentiality. Faculty files are public records, subject to the Washington Public Records Act. Therefore, confidentiality cannot be promised. Should a request be made pursuant to the Washington Public Records Act for individual faculty records, then the faculty member shall be promptly informed in writing of the request. Administrative access to faculty records shall be on a "need-to-know" basis.

Commented [FJ66]: Appropriate chain of command and as provided for in Washington state public records request law.

ARTICLE 7: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

- 7.1 Academic Freedom and Tenure. The Statement of Academic Freedom and Tenure, 1940 Statement of Principles has been adopted as a basic guideline for University policies by action of the Board of Trustees. See Appendix C. To the extent that there are conflicts between this Agreement and these basic guidelines, the terms of this Agreement will prevail.
- 7.2 Ethics. The Statement of Professional Ethics as adopted by the AAUP June 1987 has been adopted as a basic guideline for University policies by action of the Board of Trustees. The principles of professional ethics shall be upheld by all members of the University community. See Appendix D.
- 7.3 Collegiality. Collegiality is not a separate category or criteria of faculty evaluation. It is instead a quality whose value is expressed through the successful execution of expectations regarding teaching/librarianship, scholarship/research/creative activity, and/or service, as described in the FAP.

Commented [FJ67]: College and Department P&P's should not include collegiality as a separate category.

7.4 Faculty Activity Plans. The FAP describes the expectations regarding teaching/librarianship, scholarship/research/creative activity and service for an individual tenure-track faculty member, tenured faculty member or senior lecturer/senior library/clinical associate over a multi-year period.

7.4.1 Plan Content. The FAP shall be consistent with the University mission and Strategic Plan, college, library, and department strategic plans, P&P, and the Agreement. The FAP shall describe expected outcomes in teaching/librarianship, scholarship/research/creative activity, and service that are consistent with the Agreement, college and department P&P, and accreditation requirements. Where the FAP is intended to lead to tenure and/or promotion the plan shall so state.

7.4.2 Development of the FAP.

(a) Development of the FAP is a collaborative process. All continuing faculty members shall, in consultation with the department/library personnel committee and the department/library chair, prepare a FAP specifying areas of activity for the period of the plan. A new faculty member's FAP shall be prepared no later than the conclusion of the first academic quarter covered by the plan. The term of the initial FAP is determined as follows based upon the faculty members rank upon hiring:

- (i) Tenure track Assistant Professor 6 years
- (ii) Tenure Track Associate Professor 3 years
- (iii) Tenure Track Full Professor 2 years

(b) Term and Preparation of Subsequent FAPs.

- (i) An approved FAP must be in place prior to the expiration of the previous FAP.
- (ii) The term of the subsequent FAP is determined by the faculty members rank as follows:
 - (1) Tenured Associate professor – 4 years
 - (2) Tenured Full professor – 5 years
 - (3) Senior Lecturer and Senior Library/Clinical Associate – Term of Appointment

7.4.3 Approval of the FAP.

- (a) The FAP, including any agreed amendments or revisions made as a result of the collaborative development process described in Section 7.4.2, must be signed by the faculty member, and approved by the department/library personnel committee, chair, dean and the Chief Academic Officer. At the option of the college, and as expressed in the college P&P, FAPs may also require approval by the college personnel committee. A copy of all approved FAPs will be retained in the Human Resources Office.
- (b) Deadlines for the submission of FAPs will be established by the Chief Academic Officer in the academic calendar. Once the FAP or revised FAP is submitted to the Chief Academic Officer, the faculty member, chair and dean will be notified within twenty-one (21) calendar days of either: (i) the specific revisions required to bring the FAP into compliance with department P&P, college P&P or this Agreement; or (ii) that the FAP as submitted has been approved.
- (c) If a FAP is not approved by the department/library personnel committee, the chair, the college personnel committee (if required by the college P&P), the dean or the Chief Academic Officer, the faculty member will prepare a revised plan in consultation with the department/library personnel committee and the chair. If an acceptable plan is not prepared by the end of the subsequent quarter, the chair and department/library personnel committee will revise the plan in a manner that meets with the approval of the college personnel committee (if applicable), the dean and the Chief Academic Officer. Any dispute over the contents of the revised FAP will be resolved by the Chief Academic Officer. The revised FAP will govern the faculty member's approved activity for the period of the plan.

Commented [FJ68]: New subsection (9/1/2016) – Chief Academic Officer sets the FAP deadlines in the academic calendar

Commented [FJ69]: The revised original must be sent to Human Resource Services for inclusion in the faculty members personnel file

7.4.4 Modification of the Plan. FAPs may be modified during their term. The faculty member or the chair may request in writing a modification. All modifications are subject to the same approval process as the original FAP.

7.5 Evaluation Process for Tenured Faculty, Senior Lecturers and Senior Library/Clinical Associates. Tenured faculty, senior lecturers and senior library/clinical associates will be evaluated in the final year of their FAP. The timelines for such reviews will be established by the Chief Academic Officer. A faculty member who has submitted notice of his/her retirement may choose not to be reviewed in the last year of service.

Commented [FJ70]: Grievances that are unrelated to tenure/promotion/reconsideration process have no effect on the tenure/promotion/reconsideration process. They are considered separate activities and should continue the status quo unless specifically directed otherwise by the Provost Office.

7.5.1 Prior to the evaluation, the faculty member will submit to the department/library personnel committee evidence demonstrating that he/she has met the expectations in his/her FAP. The types of evidence that demonstrate achievement of the goals outlined in the FAP shall be described in the department/college/library P&P. Evidence of teaching effectiveness

Commented [FJ71]: Human Resources, Rights & Risk creates, Provost approves

will include student evaluations, peer evaluations, and curriculum revision/innovation.

7.5.2 Based on the materials submitted by the faculty member relating to activity since the last review, the department/library personnel committee and chair shall prepare independent evaluations of, and where appropriate, recommendations for, each faculty member. The department/library personnel committee's and chair's evaluations and recommendations, together with the materials submitted by the faculty member, shall be forwarded to the college personnel committee (if appropriate), the appropriate dean, and the Chief Academic Officer for review and approval.

Commented [FJ72]: Refer to Article 5

7.5.3 At each level of review, the reviewers will assess whether the faculty member has met the expectations in the FAP.

- (a) Faculty members who do not meet expectations in their FAP, or who do not submit for evaluation at the conclusion of their FAP, will work with the chair or designee to address issues identified in the evaluation and/or issues identified by the chair related to the performance of expectations in the FAP. Progress toward successfully meeting the FAP will be discussed within the first year, and will be evaluated within two (2) years following the review.

Commented [FJ73]: Reference Article 13 – Constructive Action

Commented [FJ74]: UFE and EWU acknowledged at negotiations that poor performance as identified here may result in disciplinary action

7.5.4 An associate professor's promotion evaluation fulfills his/her evaluation requirement for a faculty member. Associate professors who do not apply for promotion will be evaluated in the final year of their FAP.

Commented [FJ75]: Changed (9/1/2016) - Allows for the evaluation to be conducted during the final year of the FAP and not at the conclusion of the FAP.

7.5.5 Merit Salary Increases for Full Professors. Full professors will be eligible for merit salary increases associated with their post-tenure reviews as follows:

Commented [FJ76]: UFE and EWU have agreed to develop merit standards for chairs through JLM committee

- (a) Those full professors who are judged at the conclusion of their post-tenure review to have exceeded the expectations for teaching (as described in their FAP) will receive a three percent (3.0%) increase in their base salary.
- (b) Those full professors who are judged to have exceeded expectations in teaching AND either their scholarship/creative activity or service responsibilities (as described in the FAP) during the post-tenure review will receive a five percent (5.0%) increase in their base salary.
- (c) Full professors who qualify for salary increases through the post-tenure review process will receive their increases effective the beginning of the academic year following their review. Merit increases will be added to salaries after first adding any general or other increases that may be provided by this Agreement.

- (d) Faculty may petition the Chief Academic Officer for reconsideration of a decision regarding a merit salary increase. The Chief Academic Officer's ruling on the petition will be final, and will not be subject to further review or the grievance procedure.
- (e) All FAPs for full professors will be written with the understanding that exceeding the expectations within the FAP will lead to merit increases as described in this Section. "Exceeding expectations" means completing a measurable work achievement, as identified in the College P&P, that is beyond the minimum requirements described in the FAP.

Commented [FJ77]: Change 9/1/2016 - Process revised and exceeding expectations is now defined

7.6 Evaluation Process for Lecturers/Library Associates and Faculty in Residence. The department/library personnel committee and the chair will evaluate lecturers/library associates and faculty in residence annually and will prepare a recommendation regarding their rehire. The Chief Academic Officer will establish the timelines for such reviews no later than the end of fall quarter.

- 7.6.1 Prior to the evaluation, the faculty member will submit to the department/library personnel committee a current vita and evidence of effectiveness in teaching and/or librarianship (and other work assignments set forth in the Letter of Appointment).
- 7.6.2 Based on the faculty member's work assignments described in the Letter of Appointment, the materials submitted by the faculty member, and any other materials regarding the faculty member's performance and professionalism submitted by the department/library chair, the department/library personnel committee and chair shall prepare independent evaluations of the faculty member and recommendations regarding the faculty member's potential rehire. The department/library personnel committee and the chair shall review each other's evaluations and recommendations and seek to work out any significant differences.
- 7.6.3 The department/library personnel committee's and chair's evaluations and recommendations, together with the materials considered, shall be forwarded to the appropriate dean for review and consideration. The faculty member will be provided with a copy of the evaluation and recommendation.
- 7.6.4 If the Dean disagrees with the Chair's and/or Department/Library Personnel Committee's evaluation of a particular faculty member, the Dean will provide the Chair and the Department/Library Personnel Committee with a written explanation of the basis for his/her disagreement. The faculty member will be provided with a copy of the explanation.
- 7.6.5 Neither the evaluations and recommendations prepared pursuant to this Section, a Dean's disagreement with those evaluations and recommendations,

Commented [FJ78]: Copy is provided by Committee/Individual who completed evaluation

Commented [FJ79]: Copy is provided by Committee/Individual who completed evaluation

nor a decision regarding rehire of a special faculty member, shall be the subject of grievances under this Agreement.

7.7 Workload.

7.7.1 Professional Responsibilities of Faculty Members. The University Strategic Plan calls for an environment that is supportive of learning and teaching excellence. To further this goal, the workload of probationary and tenured faculty members will consist of a combination of teaching and/or librarianship, scholarship/creative activity, and service determined as provided in this Article. The primary professional responsibility of faculty members shall be teaching and/or librarianship. Unless otherwise assigned, the workload of special and quarterly faculty members will be composed of teaching and/or librarianship.

7.7.2 Teaching.

- (a) Teaching Responsibilities. All faculty are expected to be current in their field or discipline and maintain methods of professional practice or performance. Each faculty member is responsible for meeting all scheduled classes. Each faculty member is also responsible for planning, organizing and informing students of the course content, texts, readings, assignments, attendance regulations and methods of evaluation including grading scales. Faculty are responsible for scheduling and attending office hours to meet the needs of students as identified in department plans. They are also responsible for turning in grades according to the deadline established by the registrar's office. Tenured and tenure-track faculty are expected to advise students who are declared majors in their department on department, college and University requirements and career opportunities in their disciplines.
- (b) Library faculty members participate fully in the educational, scholarly, and service components of academic life. Each librarian has a unique combination of responsibilities that are defined in his/her faculty activity plan. Each librarian is expected to be current in general academic librarianship as well as in his/her specialized areas of assignment. Each librarian is expected to demonstrate commitment to professional standards in academic librarianship and in assigned areas of specialization. Library faculty members are also responsible for meeting all assigned service schedules, attending office hours, and working with faculty in academic disciplines to support development of information literacy through the University curriculum. Library faculty members are responsible for the development of library collections and services.
- (c) Special and Quarterly Faculty Teaching Workload. Unless otherwise specified in the special or quarterly faculty member's letter of

appointment, workload for such faculty members consists solely of instruction. The teaching load for special faculty will be forty-five (45) credits per academic year; the workload equivalent for special faculty in the library will be defined in the Library P&P. Special or quarterly faculty members assigned duties other than teaching will be given a reduced teaching load to reflect the extent of their additional duties.

7.7.3 Scholarship/Creative Activity. Tenured and tenure-track faculty are expected to engage in research, scholarship and/or creative activity, including professional activities leading to publication, performance, or formal presentation in the faculty member's field, or leading to external funding recognizing the faculty member's current or potential contribution to his/her field. Examples of appropriate activities will be included in the college/department/library P&P.

7.7.4 Service. Tenured and tenure-track faculty are expected to engage in public service, which includes organized, educational, civic and consultative activities, and service to the University on committees or in administrative capacities.

7.7.5 Determination of Workload.

- (a) The workload assigned to special and quarterly faculty will be described in the contract issued to the special or quarterly faculty member at the time of hire or rehire.
- (b) The workload of all tenured and tenure-track faculty will include a combination of teaching/librarianship, scholarship/creative activity and service. The composition of these professional duties and responsibilities for an individual faculty member in an academic year will be determined by the faculty member and chair, and approved by the dean, as described below. Workload will be composed of eighty percent (80%) teaching/librarianship, equivalent to thirty-six (36) credit hours of lecture/demonstration course instruction during an academic year, and a combination of scholarship/creative activity and service that accounts for the remaining twenty percent (20%) of the faculty member's professional responsibilities. Variances in the ratio of teaching/librarianship to scholarship/creative activity and service may be due to accreditation requirements; assigned time for administrative responsibilities; the extent of research and service activities as defined in FAPs; and teaching/librarianship productivity from special faculty within the college/library.
 - (i) Where the credits associated with a particular mode of instruction do not fairly approximate the weekly student contact hours (*e.g.*, science courses with associated labs, field application, individual instruction), weekly student contact

Commented [FJ80]: Either in the faculty members contract or in an attachment incorporated into the contract by reference.

Commented [FJ81]: Department Chair determines workload and then follows the approval process 7.7.5 (b)

hours will be used in conjunction with credits in determining the number and type of courses included in a faculty member's annual workload. The relation between contact hours and credits will be determined by agreement between the faculty member, department chair and dean.

- (ii) Student advising is considered a part of a faculty member's normal teaching load. Faculty members with advising responsibilities greater than those associated with a normal teaching load may be assigned additional workload credit for advising as determined by agreement between the faculty member, department chair and dean.
 - (iii) The workload equivalent of thirty-six (36) credit hours for librarians is defined in the Library P&P.
- (c) The process for determining workloads for tenured and tenure-track faculty shall be as follows:
- (i) On or before February 15, the overall workload of each department will be established by the dean following consultation with the chair.
 - (ii) On or before March 10, the department/library chair will prepare a proposed course schedule with teaching assignments for tenured and tenure-track faculty for the following academic year. The assignments will be made in light of the department's/library's needs, the faculty member's discipline and expertise, and the faculty member's FAP. Faculty will provide input to the chair on the proposed schedule, who will finalize the schedule after considering faculty input.
 - (iii) Each faculty member will then prepare an individual workplan outlining his or her planned teaching/librarianship, scholarship/creative activity and service for the academic year. All such workplans must be submitted to the department chair for review on or before March 15.
 - (iv) On or before March 31, the chair shall submit to the dean the faculty workplans for department/library faculty members, along with a summary of how those workplans meet the department's/library's established workload requirements.
 - (v) Following approval by the dean, the annual workplan for each faculty member will be appended to his or her FAP, and a copy will be provided to the faculty member no later than the last day of the current academic year.

Commented [FJ82]: Chair prepares draft schedule then provides it to the faculty member for review and input.

Commented [FJ83]: Dean provides copy. Purpose is to resolve workload issues before fall quarter starts.

- (d) Librarian workloads, including their scheduled hours of work and expectations for scholarship and service, will be determined according to the process described in Subsection (c) above.
- (e) Faculty member's workloads shall be determined with the expectation that the tenured and probationary faculty will have the opportunity to meet the established criteria for reappointment, promotion, tenure, and post-tenure review.
- (f) With approval by the dean and Chief Academic Officer, faculty may be permitted to buy out workload (*e.g.*, through grant-funded activities), provided that the overall teaching/librarianship, scholarship, and service needs of the unit, as determined by the chair and approved by the dean, can otherwise be met.
- (g) Revisions to Workload Plans.
 - (i) Shifts in enrollment and department/library needs, and other unanticipated or emergency situations, require some flexibility in faculty members' teaching/librarianship assignments. If changes are required to a faculty member's workplan, the chair and faculty member will prepare an addendum to the workplan and submit it to the dean for review as soon practicable. Unless the change is required by a situation that the faculty member and the dean both agree to be an emergency, the faculty member shall be given at least six (6) weeks notice before a change in his or her workplan takes effect.
 - (ii) Other modifications to workplans resulting from changes in workload agreed to by the faculty member and chair shall be documented in an addendum to the workplan, attached thereto, and forwarded to the dean for approval.

7.7.6 Disputes Over Workload. Disputes regarding workloads or workplans shall be resolved as follows:

- (a) Procedure.
 - (i) In the event that a faculty member has a dispute over his/her workload or workplan, the UFE shall notify the appropriate dean within seven (7) calendar days of the date on which the dispute arose. The dean will convene a meeting with the faculty member, the UFE (if the faculty member wishes UFE representation at this meeting), and the faculty member's chair. The purpose of the meeting is to attempt to resolve the dispute.

- (ii) If the meeting results in a mutually agreed resolution of the dispute, the employee's workload will be revised consistent with the resolution. If the meeting does not result in a mutually agreed resolution, and the UFE chooses to pursue the dispute, the UFE President or his/her designee will inform the Chief Academic Officer within seven (7) calendar days of the conclusion of the meeting referred to in Subsection (i) above of the UFE's intent to refer the dispute to the Workload Dispute Faculty Review Committee ("FRC").
 - (iii) The FRC will convene within seven (7) calendar days of the date of the referral to hear the dispute. The FRC shall provide a written recommendation regarding the dispute to the UFE President and the Chief Academic Officer within seven (7) calendar days of the conclusion of the hearing.
 - (iv) The Chief Academic Officer will review the FRC's recommendation and shall either accept or reject that recommendation. The Chief Academic Officer shall notify the UFE President and the affected faculty member of his/her decision in writing within seven (7) calendar days from receipt of the FRC's recommendation. If the Chief Academic Officer chooses to reject the recommendation, (s)he shall include his/her reasons for doing so in the notification.
 - (v) The Chief Academic Officer's determination shall be final and binding, and may not be challenged through the Grievance Procedure in Article 7.
- (b) FRC Composition. Each FRC shall consist of three (3) faculty members appointed by the UFE; provided that no faculty member may sit on an FRC hearing a dispute arising out of his/her department. The UFE is responsible for training the participants in the FRC.
- (c) Pre-Hearing Submissions. At least two (2) business days prior to a hearing before the FRC, each party shall submit to the FRC and the other party a written statement of no longer than two (2) pages summarizing the dispute, and explaining any workload considerations unique to the faculty member's department/unit/library. Any documents directly related to the dispute (*e.g.*, FAPs, P&Ps) that a party intends to present at the hearing must be submitted with the party's statement.
- (d) Conduct of the Hearing.
- (i) The FRC shall select a chair who is responsible for conducting the hearing. The hearing will consist of a presentation by the

UFE or affected faculty member, followed by a presentation from the dean or his/her designee, followed by a period of rebuttal by each side. The initial presentations shall be limited to twenty (20) minutes each, the summaries and rebuttals to ten (10) minutes each.

- (ii) The FRC members may ask questions of either the UFE or the dean or his/her designee at any time during each presentation, at the conclusion of the presentation, or during the rebuttal periods. The Chair will serve as time keeper and restore the time taken by asking and answering questions to the twenty (20) minute presentation period and/or the ten (10) minute summary and rebuttal period.
- (iii) Witnesses at the hearing are limited to the faculty member, his/her UFE representative, the dean and/or his/her designee.

7.7.7 Overload and Additional Assignments.

- (a) Overload Teaching. In order to assure that overload teaching activities do not impinge upon or serve as a detriment to the regular duties of the faculty, overload teaching should be of a non-recurring nature. Faculty who have been given assigned time for administrative activities may not receive overload for teaching without the approval of the Chief Academic Officer.
- (b) Faculty members may accept an assignment to perform work in a self-support or other program/function through the University (e.g., grants, contracts, consulting, works for hire, festivals) that is in addition to the faculty member's workload plan. Faculty members will receive separate contracts for any such additional employment, which will describe the expectations of the assignment and the compensation to be paid.
- (c) Unless otherwise approved, faculty members will not be permitted to accept an additional assignment or overload from the University that would obligate them to work more than one hundred thirty-four percent (134%) of full-time during any quarter of the academic year (e.g., one (1) additional five-credit course per quarter for faculty whose workplans have not been adjusted to accommodate the additional teaching responsibility). **During summer**, a faculty member must have prior approval to accept an overload greater than one (1) additional five-credit course (or an assignment requiring equivalent effort). Waivers for additional overload or assignments may be granted by the appropriate dean and approved by the Chief Academic Officer.

Commented [FJ84]: Full-time is 10 credits, therefore the 134% rule is not practical. For summer, the upper limit for overload is one 5 credit course. A waiver may be requested to exceed the 134% or the summer cap

7.7.8 Summer Session.

- (a) The Chief Academic Officer or designee shall have the authority to appoint the faculty and staff members who teach during the summer session and shall set the salary and terms of the appointment subject to approval of the Board of Trustees within the budgetary limitations allowed proportionate to the teaching load (10 credits being a full load) and to faculty members' academic year base salary (22% of pay).
- (b) Faculty teaching during Summer Session will be paid consistent with University pay policies, state statutes and regulations. Payment must be made in the quarter earned.

7.8 Alcohol and Drugs in the Workplace. All faculty must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The University and all faculty must comply with the provisions of the Drug-Free Schools and Communities Act, the Drug-Free Schools and Campuses Regulations, the provisions of WAC 172-64 (Alcohol Policy at Eastern Washington University), and the University's Drug-Free Workplace policy. Faculty may not use or possess alcohol while on duty, except when authorized by the University as part of a University-sponsored event. The possession or use of illegal drugs or marijuana is strictly prohibited.

7.9 Compliance With University Confidentiality Obligations. Faculty will comply with the University's confidentiality obligations with respect to information disclosed to them in the course of their job duties. The University will notify faculty of these obligations and conduct training as appropriate for faculty exposed to confidential information.

Commented [FJ85]: Accomplished through new faculty orientation and Dean.

7.10 Conflict of Interest. Faculty are bound to observe in all official acts the highest standards of ethics consistent with relevant Washington statutes (RCW's 42.17 and 42.52), the regulations of the Executive Ethics Board and its advisory opinions, and the relevant ethics policies of the University.

7.10.1 Conflicts of interest are prohibited. Faculty are responsible for avoiding conflicts of interest, and for resolving any conflicts of interest that arise by working in conjunction with the Dean and/or the Chief Academic Officer or designee. "Conflict of interest" shall mean:

- (a) any conflict between the private interests of the faculty and the public interests of the University, the Board of Trustees, or the State of Washington, including conflicts of interest specified under Washington statutes; and/or
- (b) any activity which interferes with the full performance of the faculty's professional or institutional responsibilities or obligations.

7.10.2 The relationship faculty have with students carries the added responsibility to both the student and the University for the relationship to remain absent of abuse of power, or the appearance of abuse of power. In particular, faculty shall not evaluate, supervise or direct the educational endeavors of students

with whom they have or have had a family or intimate relationship, and all such relationships shall be disclosed, in writing, to the Chief Academic Officer. Failure to disclose a relationship will result in appropriate disciplinary action.

- 7.10.3 No faculty member shall participate directly in any recommendation or decision relating to a personnel action (reappointment, promotion, tenure, post-tenure review), professional leave award, or internal funding award to a family member or to a person with whom the faculty member has or has had an intimate relationship. A faculty member shall withdraw from participation in any recommendations or decisions prohibited by this section.

ARTICLE 8: COMPENSATION AND BENEFITS

8.1 Market-Based Salary Adjustments. Effective September 1, 2016, those tenured faculty, tenure-track faculty, senior lecturers and lecturers whose salary is less than one hundred percent (100%) of the market average for their rank and discipline will be increased to one hundred percent (100%) of the market average. For purposes of these adjustments, the “market” for tenured/tenure-track positions is defined as the average salary identified in the 2014-2015 CUPA survey of all public universities (where available) for faculty holding the same rank and working in the same discipline. The “market” for lecturers is defined as the average salary for an instructor identified in the 2014-2015 CUPA survey of Non-Tenure Track Teaching Faculty from All Institutions working in the same discipline; in determining the market average for senior lecturers, the University will add ten percent (10%) to the average salary reported for the instructor rank. Market increases will be capped at a maximum of \$18,000 per individual.

Commented [FJ86]: Changed (9/1/2016) from 2011-2012 CUPA survey

Commented [FJ87]: Defines how lecturers and senior lecturers salaries will be determined.

8.2 General Salary Adjustments. Except as provided in Section 8.2.4 and 8.2.5 below, the salary increases in this Section will be provided to all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty. General salary increases will be calculated and provided based on and in addition to the market-based salary adjustments described in Section 8.1 above.

Commented [FJ88]: Across the board eligibility is determined at implementation. If a faculty member is eligible initially, they remain eligible for the same level (percentage increase) each year.

8.2.1 Effective September 1, 2016, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.

Commented [FJ89]: Added for 2016-2019

8.2.2 Effective September 1, 2017, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.

8.2.3 Effective September 1, 2018, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.

8.2.4 Tenured-track and tenured faculty who as of the date of this Agreement are compensated at more than one hundred ten percent (110%) but not more than

Commented [FJ90]: Specifies tenured-track and tenured faculty instead of just faculty

one hundred fifteen percent (115%) of the market average for their discipline (as defined in Section 8.1) will receive one-half (0.5) of the above general salary increases (one percent (1%) per year) described in this Section.

8.2.5 Tenured-track and tenured faculty who as of the date of this Agreement are compensated at more than one hundred fifteen percent (115%) of market average for their discipline are not eligible for general salary increases.

Commented [FJ91]: Specifies tenured-track and tenured faculty instead of just faculty

8.3 Salary Placement for Newly Hired Faculty. Faculty hired into tenured, tenure-track, or lecturer positions during the term of the Agreement will be placed at or above the 2014-2015 CUPA market average for their rank and discipline, and will receive the general salary adjustments described in Section 8.2 beginning the year after their hire.

8.4 Quarterly Faculty.

8.4.1 Effective September 1, 2016, Quarterly faculty will be compensated at the rate of at least \$636 per credit.

8.4.2 Effective September 1, 2017, Quarterly faculty will be compensated at the rate of at least \$649 per credit.

8.4.3 Effective September 1, 2018, Quarterly faculty will be compensated at the rate of at least \$661 per credit.

8.5 Salary Upon Promotion. Faculty promoted during the term of the Agreement will receive the greater of the 2014-15 CUPA average (plus the above general salary increases in Section 8.2 above) for their new rank/title or the amounts below, whichever is greater:

Commented [FJ92]: Changed (9/1/2016) - \$18,000 cap for promotions has been removed

8.5.1 Faculty members who are promoted from Assistant Professor to Associate Professor – seven and one-half percent (7.5%) of the faculty member's current salary.

8.5.2 Faculty members who are promoted from Associate Professor to Professor – ten percent (10.0%) of the faculty member's current salary.

8.5.3 Faculty members who are promoted from Lecturer to Senior Lecturer – five percent (5.0%) of the faculty member's current salary.

8.6 Retention Increases. In the event that a faculty member has received an offer of greater pay from another institution, the faculty member may request that his/her department seek approval from the dean and Chief Academic Officer to make a counter offer. Faculty will need to provide written verification of a bona fide better offer. A decision not to make a counter offer may not be grieved.

8.7 Overload. Overload will be compensated at a minimum of the then-applicable Quarterly Faculty rate per credit taught.

8.8 Chair Compensation in the Colleges.

8.8.1 Stipend. A stipend will be paid to each department chair based on the weighted formula below. The expectation for department chairs is that they are available during the month of September prior to the beginning of fall quarter.

Commented [FJ93]: Start date is determined by the dean

Factors:	Formulas:
FTE of departments	Chair receives \$100 per department FTE
FTES (average of 4 years)	Chair receives \$1,000 for having a UG program or Grad program
Major (average of 4 years)	Chair receives \$1,500 if the department has a UG and Grad program
Base Salary	Chair receives a summer stipend of 1/9 of their base salary
	Chair receives a portion of \$30,000 for FTES depending on Dept's percent of the University's total FTES (Dept FTES/Total FTES * 30,000)
	Chair receives a portion of \$30,000 for Majors depending on Dept's percentage of the University's total Majors (Dept Majors/Total Majors * 30,000)

Commented [FJ94]: Per academic year, Executive Associate –Academic Resource & Planning with Academic Affairs calculates and provides spreadsheet to Human Resource Services.

8.8.1 Administrative Assigned Time. Each department chair will be assigned administrative time in consultation with the college dean ranging from .50 to 1.0. The criteria for assignment include, but are not limited to:

- (a) The size of the academic unit using faculty FTE guidelines.
 - 8-12 faculty = .50 assigned administrative time
 - 13-20 faculty = .65 assigned administrative time
 - 21-30 faculty = .80 assigned administrative time
 - 30+ faculty = 1.0 assigned administrative time
- (b) The complexity of the programs (e.g., multiple degree programs, certification programs, special off-campus programs, etc.).
- (c) The external/cross-campus interactions and commitments.

8.9 Chair Compensation in the Library. The Library Chair will receive a stipend of \$3500 paid over the period of the faculty member's contract and one-third (0.33) administrative release time.

8.10 Pay Periods. Unless otherwise agreed between the parties, academic year faculty salaries will be paid in eighteen (18) equal payments, beginning on or before October 11 and ending on or before June 26.

Commented [FJ95]: There are not provisions that specify the faculty start date. This article requires 18 equal payments beginning on or before October 11th and ending on or before June 26th. This translates into start dates of September 16th or the closest workday and an end date of June 15th or the closest workday.

8.11 Temporary Assignments. Faculty temporarily reassigned to different duties or to a different location shall retain their normal rate of pay.

8.12 Support for Research, Development, and Institutional Enhancement. University support for the enhancement of instruction and research which benefits the entire University community promotes accomplishment of the University's instructional mission. Support for enhancement of instruction and research is also important to individual faculty members, who must meet the requirements for retention, tenure and promotion identified in their FAP.

Commented [FJ96]: Support refers to money or other resources

8.12.1 Faculty Development Allocations.

- (a) To support the academic strategic plan, college, library, and department P&P, and individual FAPs, the University will fund a pool each fiscal year with an amount equal to \$1,200 per tenure and tenure-track faculty member; provided that one-half of the money included in the allocations of this Section will be subject to any limitations on use of state money; and further provided that if a state-imposed limitation on the use of faculty development funds would prevent a faculty member from satisfying the terms of his/her FAP, the faculty member and Dean will either find an alternative source of funds or the Dean will work with the faculty member and personnel committee to revise the faculty member's FAP.
- (b) All probationary and tenured faculty members shall be eligible to receive these funds; eligibility for other faculty members to apply shall be at the discretion of individual colleges/university library and departments.
- (c) Faculty development funds per individual will be distributed in accordance with guidelines contained within individual college/university library and department P&P, which will identify criteria and procedures.
- (d) A separate fund to support professional development for state-supported instructional special faculty of \$30,000 will be distributed annually from the office of the Chief Academic Officer.

Commented [FJ97]: Provost

- (e) Faculty development funds may be used for a variety of purposes, including, but not limited to, travel to collections, attendance at national conferences and purchase of software or equipment.

8.12.2 Faculty Summer Research and Development Grants.

- (a) To support the University academic strategic plan, annual funding for faculty summer research and development grants will be \$250,000. Grants will be awarded through a competitive, University-wide faculty review process.
- (b) All full-time faculty are eligible to apply for faculty summer research grants with support from the department and dean.
- (c) Faculty with more than a nine (9) month appointment may not receive salary payments beyond a full-time appointment for summer.

8.13 Insurance Benefits.

8.13.1 Long Term Disability Insurance. The University will provide eligible probationary faculty, tenured faculty, and senior lecturers/librarians/clinical associates with long-term disability insurance, with a 120-day benefit waiting period, through the Washington State Health Care Authority (“WSHCA”). Eligibility shall be determined by the rules applicable to the long-term disability insurance plan. Faculty members who elect a WSHCA long-term disability insurance plan with a benefit waiting period of less than one hundred twenty (120) days shall be responsible for paying the additional costs associated with their choice of plan.

8.13.2 Health Insurance. Faculty members will receive contributions toward their health insurance premiums in accord with the rates and policies determined by the WSHCA.

8.13.3 Life Insurance. The University will continue providing existing life insurance benefits to eligible faculty at the rates in effect immediately prior to the effective date of this Agreement.

8.14 Retirement Contributions.

8.14.1 For those faculty who participate in the University’s retirement plan, the University will provide contributions as follows:

- (a) Faculty who are less than 35 years old will receive a contribution equal to 5.0% of their base salary.
- (b) Faculty who are 35-49 years old will receive a contribution equal to 7.5% of their base salary.

Commented [FJ98]: Equal benefit to other employee groups

- (c) Faculty who are 50 or older will receive a contribution equal to 10.0% of their base salary.

8.14.2 For those faculty members who participate in another retirement plan administered through the Washington State Retirement System, and who elected at the time of hire to continue participating in such plan, the University will make the retirement contribution required by the respective plan.

ARTICLE 9: SEMESTER FACULTY IN THE COLLEGE OF HEALTH SCIENCES AND PUBLIC HEALTH

9.1 Scope. Unless otherwise agreed, provisions of this Article converting the College of Health Sciences and Public Health (CHSPH) from quarters to semesters apply only to CHSPH faculty teaching in certain programs in the college which are operating on a semester system rather than the quarterly system used by the rest of the University. The provisions in this section do not set any precedent in any way for any program outside those covered in this Article. The programs in CHSPH operating on a semester system are Masters of Public Health, Occupational Therapy, Dental Hygiene and Communication Disorders; Physical Therapy will be governed by this Article when it has completed the transition to semesters. Except as altered by this Article, the terms of the Agreement apply in full to CHSPH faculty teaching on a semester basis.

9.2 Academic Year. The Academic year for CHSPH semester faculty will consist of two (2) semesters: fall and spring. A full-time contract year is the two (2) semesters, fall and spring.

9.3 Credit Equivalency. Recognizing the unique nature of the programs in the CHSPH, the following credit conversion will apply only to CHSPH faculty in these programs. References in the Agreement to credits (*e.g.*, the Workload provision) will be multiplied by two-thirds (2/3) to determine an equivalent number of credits on a semester basis; provided that a full load for CHSPH semester faculty members teaching summer session (Section 7.5.8) is six (6) semester credits.

Commented [FJ99]: Only for CHSPH faculty

9.4 Wage Increases. Wage increases set out in the Agreement to take effect on the first contract day of the fall quarter will take effect on first contract day of the fall semester for CHSPH faculty members teaching on a semester basis; provided that CHSPH faculty who are teaching summer session courses or programs that are not completed before the beginning of the fall semester will receive their wage increases upon completion of their course or program.

Commented [FJ100]: Wage increases for CHSPH faculty teaching on a semester basis will be effective on the first contract day of the fall semester, unless summer session courses/programs are not completed by the beginning of the fall semester. Those faculty will receive wage increases upon completion of the course/program

9.5 Minimum Rate of Compensation Per Credit. The minimum rate of compensation for a semester credit will be the minimum rate for a quarterly credit multiplied by 1.5.

9.6 Extended Contracts. Full-time CHSPH faculty who teach in both quarters and semesters will be given overload compensation equivalent to two (2.0) semester credit hours if the combination results in extending the CHSPH faculty member's contract from nine (9) to ten (10) months.

Commented [FJ101]: New language for 2016-2019

9.7 Leaves.

9.7.1 Sick Leave for “Quarterly Faculty” Teaching on a Semester Basis. For those CHSPH “Quarterly Faculty” with a semester appointment, the sick leave entitlement described in Section 11.1.2 of the Agreement will be up to three (3) weeks per semester. All other terms and conditions applicable to sick leave in the Agreement will apply to such faculty members.

9.7.2 Paid Professional Leave. The provisions of Section 11.5 of the Agreement governing paid professional leave will be modified for full-time tenured CHSPH faculty teaching on a semester basis:

- (a) CHSPH Faculty may be approved for paid professional leave in increments of one (1) or two (2) semesters at a time. If less than a full academic year of professional leave is taken at a time, the remaining semester may, if approved in a subsequent application, be taken within the remainder of the six-year period. Additional semesters are not guaranteed.
- (b) In calculating the amount of paid professional leave available at the University during an academic year, one (1) semester is equivalent to one and one-half (1.5) quarters.
- (c) CHSPH Faculty shall receive 85 percent of their semester salary while on leave if the leave is taken for one (1) semester; and 80 percent of their annual salary if the leave is taken for two (2) semesters. Within the six-year period referenced above, no more than one (1) semester will be compensated at the 85 percent rate; a subsequent semester will be compensated at the 75 percent of the faculty member’s semester salary.

9.7.3 Personal Leave of Absence without Pay. CHSPH Faculty members teaching on a semester basis may request an unpaid leave of absence as provided in Section 11.7 of the Agreement for periods of one (1) semester or more.

9.8 Overload Teaching. Overload teaching for CHSPH faculty teaching on a semester basis may not exceed one (1) three-credit course per semester without a waiver approved by the dean and the Chief Academic Officer.

9.9 Salary Distribution. CHSPH Faculty teaching on a semester basis who are employed on an annual contract will receive their annual salary in eighteen (18) equal payments, with the first payment for the academic year coming during the University’s September 10 payroll and the last payment coming during the University’s May 25 payroll.

9.10 Probationary Faculty. For probationary CHSPH faculty teaching on a semester basis, the first probationary year (Section 5.3.5(a)) must include at least one (1) semester of full-time employment. Notice of nonrenewal for such probationary faculty during the first

academic year of service will be provided no later than June 1; notice of nonrenewal for such faculty in their third through sixth years of probation will be provided no later than June 1 for a terminal appointment that expires at the end of the next academic year. Except as provided in this Section, the provisions of Section 5.3 will apply to probationary CHSPH faculty teaching on a semester basis.

ARTICLE 10: DEPARTMENT AND LIBRARY CHAIRS

- 10.1 Responsibilities of the Department Chair. The department chair is the chief administrative officer of the academic department, a member of the faculty and a member of the bargaining unit. The responsibilities of the chair are to provide effective leadership and fiscal, program, and personnel management in the operation of the department. Specific roles and responsibilities of the department chairs are described in their respective college P&P. Chairs may not initiate a grievance regarding matters arising from their duties and responsibilities as chairs.
- 10.2 Responsibilities of the Library Faculty Chair. The library faculty chair is the chief administrator of faculty personnel processes pertaining to faculty of the EWU Libraries, a member of the faculty, and a member of the bargaining unit. The responsibilities of the chair are to provide effective leadership within library and University policies and goals. The chair is also expected to provide personnel management of library faculty. Specific roles and responsibilities of the chair are described in the EWU Libraries P&P. The Library Faculty Chair may not initiate a grievance regarding matters arising from his/her duties and responsibilities as chair.
- 10.3 Process for Recommendation and Appointment. Department/library faculty will select a nominee for chair through an election conducted according to procedures outlined in their respective college/library P&P. The Nomination from the department/library will be forwarded to the dean, who will forward his/her recommendation to the Chief Academic Officer. The Chief Academic Officer will forward his/her recommendation to the President and the Board of Trustees for confirmation.
- 10.4 Term. Chairs may serve two consecutive four-year term(s) based upon satisfactory performance. Faculty who have served eight (8) years as chair may be reappointed after a minimum one (1) year break in service. In exceptional circumstances, a chair may serve more than two (2) consecutive four (4) year terms. The initial date of appointment for new chairs will be July 1 unless another date is approved by the dean.
- 10.5 Evaluation of Chair's Performance. Department/library chairs shall be reviewed annually by the unit dean. Faculty will participate in the evaluation of chairs at least every two years. The chair will be reviewed based on the performance of duties and responsibilities as outlined in the college/library and departmental P&P. The results of the review will be shared with the chair. Based on the evaluation of performance, a plan may be developed jointly by the dean and the chair for improvement or the chair may be removed by the dean. The department/library faculty by a two-thirds (2/3) majority recall vote may initiate a request to the dean to remove the chair at the end of any academic quarter. The dean shall conduct the vote in the department/library. The chair may resign at any time.

Commented [FJ102]: Chair duties and responsibilities are administrative in nature, therefore, are not subject to the CBA grievance process.

Commented [FJ103]: Provost determines

ARTICLE 11: LEAVES

11.1 Sick Leave.

- 11.1.1 All faculty absences due to illness, injury or disability shall be reported to the chair using the University's sick leave form. Absences of up to two (2) workweeks in duration for illness, injury or temporary disability will be considered sick leave. The faculty member and the chair shall be responsible for making arrangements to cover or reschedule all classes missed by absence due to sick leave.
- 11.1.2 Quarterly faculty shall be entitled to up to two (2) workweeks of paid sick leave during the term of their contract. Any leave taken beyond the two (2) workweeks in a quarter for the reasons described in Section 11.1.4 shall be unpaid and may, at the discretion of the dean following consultation with the chair, result in termination of the faculty member's contract.
- 11.1.3 Probationary, tenured and special faculty shall be entitled to paid sick leave of up to two (2) workweeks for each separate occurrence for the reasons described in Section 11.1.4.
- 11.1.4 Sick leave may be used during the period of a faculty member's appointment for the faculty member's own illness, injury or disability (including disability related to pregnancy); the need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision; and the need to care for the faculty member's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition.

Commented [FJ104]: Faculty are required to use the approved sick leave form for reported Sick Leave usage.

11.2 **Medical Verification.** For absences of three (3) or more days, or where there are pattern absences, the University may require written medical verification of the reason for the faculty member's absence.

Commented [FJ105]: Case by case basis

Commented [FJ106]: This may be Department Chair, Dean, and Provost. Depending on the position of the faculty member who is absent.

11.3 Short-Term Disability Leave.

- 11.3.1 Absences of longer than two (2) consecutive workweeks caused by a condition described in Section 11.1.4 will be considered short-term disability leave. In addition to paid sick leave for the first two (2) weeks of a condition described in Section 11.1.4, probationary, tenured and special faculty shall be entitled to disability leave as provided in this Section.
- 11.3.2 Eligible faculty members must notify their chair and the dean's office when they become aware of the need for any disability leave, and must provide any required written medical verification of the reason for the leave. The dean must approve all disability leave.

11.3.3 Amount of Disability Leave.

- (a) Lecturers, library associates, and faculty in residence will be entitled to paid disability leave during the term of their contract up to a maximum of the number of weeks noted in the table below.

Years Completed at EWU	Weeks of Paid Disability Leave
<1	2
1	2
2	4
3	6
4	8
5+	10

Commented [FJ107]: Includes visiting assistant and associate

- (b) Senior lecturers, senior library associates, and probationary faculty shall be entitled to up to twelve (12) workweeks of paid short-term disability leave during an academic year; provided that nothing in this Section will require an extension of the term of appointment for a special faculty or probationary faculty member.
- (c) Tenured faculty shall be entitled to up to fifteen (15) workweeks of paid short-term disability leave during an academic year.

Commented [FJ108]: Per each academic year

11.3.4 Pay During Disability Leave. Faculty members shall receive their normal salary during any period of short term disability leave.

Commented [FJ109]: Does not include Overload or Summer

11.3.5 Unpaid Leave. Any disability leave permitted beyond the paid leave provided in this Section will be unpaid. Following all paid and any permitted unpaid disability leave, the dean may, at his or her discretion, terminate the contract of a special faculty member.

Commented [FJ110]: Because a medical leave situation cannot always be determined there is no agreement required as mentioned in Article 11.7 Personal Leave of Absence Without Pay.

11.4 Annual and Holiday Leave for Librarians.

11.4.1 Full-time library faculty earn annual leave at the rate of two (2) days (16 hours) per month. The total amount of annual leave accrued in a fiscal year will reflect the terms of the individual library faculty employment contract (e.g., 12-month, full-time contract = 24 days (192 hours) annual leave; 10-month, full-time contract = 20 days (160 hours); etc.). Library faculty with an appointment that is less than full time accrue leave on a prorated basis that reflects the percentage their appointment bears to a full-time faculty librarian.

- 11.4.2 All library faculty begin to accrue annual leave from the date they start work as a faculty member in the University Libraries, but are not eligible to use accrued leave until they have completed three (3) months of employment. Library faculty can use no more than thirty (30) days of annual leave per fiscal year. There is no limit on the number of accrued days of annual leave that can be carried forward from one fiscal year to the next. Upon termination of employment, library faculty may cash out their accrued annual leave to a maximum of 30 days (240 hours).
- 11.4.3 Full-time, twelve-month library faculty receive the ten (10) University holidays per year, plus a personal holiday. Library faculty who work less than twelve (12) months receive only the University holidays that fall within the months they work, and are not entitled to a personal holiday. Library faculty who work less than full time during the year adjust their work schedule during the week in which a holiday falls to reflect the terms of their individual contract. Personal holidays may not be carried over from one calendar year to the next, and may not be cashed out in any circumstances.

11.5 Paid Professional Leave.

- 11.5.1 Professional leave shall be granted by the Board of Trustees for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the University's instructional and research programs. Selection for professional leave will be judged on the merits of each case as it meets the specific scholarship and/or research and service deemed important to the University criteria for selection. The element of rotation shall not be a factor in selection. Professional leave may be taken to pursue projects in the following areas:
- (a) Research.
 - (b) Scholarly and Creative activity, including the scholarship of teaching or librarianship.
 - (c) Any other area of professional development that complies with the criteria set by the Research, Service and Scholarship Committee ("RSS Committee").
 - (d) Retraining of tenure and tenure-track faculty facing program reduction or elimination.
 - (e) Service to the University and/or the external community.
- 11.5.2 Exclusions. Professional leave will not be granted for the purpose of working for an advanced degree or the possible acquisition of credit applicable toward an advanced degree.

11.5.3 Eligibility. Full-time tenured faculty are eligible for professional leave as follows:

- (a) At the conclusion of an initial six (6) years of consecutive service, faculty members will be eligible for a professional leave for a maximum of three (3) quarters (one (1) academic year). Faculty members will accumulate an additional three (3) quarters of professional leave at the completion of six (6) years of consecutive service from their last point of eligibility. A faculty member may not accumulate more than three (3) quarters of eligibility for professional leave at any time.
- (b) In computing consecutive years of service, periods of sick or short-term disability leave will be counted. A period of up to one (1) year of professional leave of absence without pay will not count as part of the six (6) year period, but will not be considered a break in service for purposes of computing eligibility for professional leave.
- (c) Professional leave may, based on the approved application, be taken in one (1), two (2) or three (3) quarters at a time. If less than a full academic year of professional leave is taken at a time, the remaining quarter(s) may, if approved in a subsequent application, be taken within the six-year period following the point of initial eligibility. Additional quarters are not guaranteed.

Commented [FJ111]: After taking three (3) Quarters of paid professional leave, the faculty member must work six (6) more years before taking additional leave.

Commented [FJ112]: A faculty member's time as an exempt employee is not computed in years of service, per the Provost's office.

11.5.4 Policies Governing Personnel on Leave.

- (a) Individuals on professional leave shall be entitled to the same benefits as other academic personnel. This applies to salary raises, insurance coverage, liability coverage, retirement, professional development funds, office space, and the usual departmental resources.
- (b) The period of leave shall be counted as time in rank and experience on the University faculty.
- (c) Faculty members returning from professional leave will resume their academic or professional rank and position, or a different position mutually agreeable to the faculty member and the University administration. In the event the faculty member's prior position is eliminated during the time the employee is on leave, the rights of the faculty member will be governed by the provisions of Article 15 – Reductions in Force.

11.5.5 Policies Involving Programs and Services. State law requires that the aggregate cost of remunerated professional leaves awarded at the institution during any year, including the cost of replacement personnel, shall not exceed the cost of salaries that otherwise would have been paid to personnel on leave.

- (a) The University will allocate leaves amounting to between eighty percent (80%) of the legislatively allowed maximum, and the legislatively allowed maximum of full-time equivalent faculty (as defined by the Office of Financial Management) who are engaged in instruction and exempt staff.
- (b) The Chief Academic Officer may reserve up to fifteen percent (15%) of the legislatively allowed maximum number of leaves to be awarded at his/her discretion. The Chief Academic Officer will report awards under this paragraph to the RSS Committee before June 30 of the year in which they occurred.

Commented [FJ113]: OFM provides the limit

11.5.6 Terms and Conditions.

- (a) The granting of paid professional leave shall not become automatic upon application. The University RSS Committee will evaluate the applications and recommend the granting of leaves on the basis of the factors below. The parties support a goal that membership on the RSS Committee will be broadly representative of the colleges and library.
 - (i) Purpose and scope of the proposed project;
 - (ii) Quality and feasibility of the proposed project;
 - (iii) Ability of the individual to carry out a successful project;
 - (iv) Significance and potential value of the project to the individual, an area of study, the University's Strategic Plan initiatives and the State of Washington;
 - (v) Retraining leaves due to program elimination shall receive priority consideration by the committee.

Commented [FJ114]: Faculty members on paid professional leave are not allowed to teach additional classes, whether inload or overload unless it can be proved that the teaching is directly associated with the leave.

Commented [FJ115]: Provost or designee

Any additional approved criteria or policies for evaluating and awarding applications by the appropriate body of the Faculty Senate will be provided to faculty members with the application materials.

- (b) To receive consideration an individual must make formal application in writing.
- (c) Faculty working academic quarters shall receive 90 percent of their quarterly salary while on leave if the leave is taken for one (1) quarter; 82.5 percent of their salary if the leave is taken for two (2) quarters; and 80 percent of their annual salary if the leave is taken for three (3) quarters. Within the six-year period referenced above, no more than one (1) quarter will be compensated at the 90 percent rate; subsequent

quarters will be compensated at 75 percent of the faculty member's salary for the applicable period.

- (d) Salary for leave will be determined on the basis of the salary agreement in effect during the specified period of leave. Outside consulting which is not in direct support of the project for which remunerated professional leave is granted will be permitted with the prior approval of the dean and the Chief Academic Officer.
- (e) Faculty members may seek additional support for their projects from outside agencies. Such aid must be in direct support of the project for which professional leave is granted. A portion of this aid may be used to supplement the leave stipend. (State law stipulates that the base salary cannot be exceeded. Thus, additional stipend funds will be used to reduce the University stipend, thereby allowing the granting of additional professional leaves.)
- (f) Faculty members granted professional leave are required to return to the institution for a period of time equal in length to the length of the professional leave. If this requirement is not met, the Faculty member shall reimburse the University for the cost of the leave in terms of salary and fringe benefits. Faculty members will be required to sign a contract with the University prior to the beginning of their professional leave that includes this obligation.
- (g) Methods of payment while on leave should be set through mutual agreement of recipient and the University.
- (h) A written report of the completed project shall be submitted to the appropriate dean for forwarding to the Chief Academic Officer, the president and the Board of Trustees.

Commented [FJ116]: If quarters are not consecutive and one is taken at 90% all others are 75%.

Commented [FJ117]: Should a faculty not return from a professional leave, RCW 28B.10.650 requires EWU to collect all remuneration paid to the faculty while they were on leave.

11.5.7 Application Procedures.

- (a) Applications for professional leave shall be submitted in writing to the Chief Academic Officer by November 15. The Chief Academic Officer will announce the deadline at the beginning of each fall quarter of the academic year preceding the academic year in which the leave is to be taken. In exceptional cases, such as an opportunity arising upon shorter notice, later applications may be considered at the discretion of the Chief Academic Officer and the RSS Committee.
- (b) Applications must include the following:
 - (i) Statement of the proposed project;
 - (ii) Purpose and scope of the proposed project;

Commented [FJ118]: For the following year. Provost may delegate.

- (iii) Value and significance of the project, both intrinsically and in relation to the applicant's teaching, librarianship, and other responsibilities at Eastern;
 - (iv) Detailed plans for carrying out the project
 - (v) Evidence of the feasibility of the project and evidence of the individual's ability to pursue the project successfully;
 - (vi) Evidence of support for the proposed project, including letters from other institutions and other individuals concerned with the proposed project, if applicable;
 - (vii) Dates and length of leave requested;
 - (viii) Time, if any, to be devoted to another activity or project, including beginning and terminal dates;
 - (ix) Remuneration, if any, from other sources; and
 - (x) Written proof that the faculty member's program is subject to program elimination (if applicable).
- (c) Applications should be submitted through the chair to the appropriate dean. Each dean will forward to the Chief Academic Officer those applications that have been recommended by the chair and the dean. All such applications will be reviewed by the RSS Committee. Its recommendation should be made to the Chief Academic Officer as soon as possible after receiving the applications.
- (d) Notification to the applicant of the decision concerning the granting of the leave shall be made by the President not later than the end of the quarter following that in which the application was submitted.
- (e) Faculty who take fewer than three (3) quarters leave and who wish to take the remaining quarter(s) during the six-year period should apply for the remaining leave in the manner described above. Each application is a new application and will be considered with all others for that year.
- (f) Faculty whose applications are not forwarded to the Chief Academic Officer may appeal to the FRB within five (5) days of receiving such notice.

11.6 **Parental Leave.** Tenured, tenure-track and special faculty with multi-year contracts will be entitled to take up to six (6) consecutive weeks of paid leave to care for a newborn child, a newly adopted child, or a child newly placed into foster care. For birth mothers, parental leave will begin with the birth of the child and will run concurrently with

Commented [FJ119]: New Section (9/1/2016)

available sick leave, short-term disability leave and/or Family Medical Leave. Parental leave used by a parent who is not the birth mother must be used within twelve (12) months of the birth or placement of the child. In situations where both parents are eligible for leave and work in the same department, they will be expected to coordinate use so that their leaves do not occur at the same time. When possible, faculty members are expected to provide at least thirty (30) days' notice of the need for parental leave, and should coordinate the timing of their leave with the chair to minimize the disruption to classes or staffing.

11.7 Bereavement Leave. Faculty members will be granted three (3) days of paid bereavement leave for the death of the employee's spouse, registered domestic partner, child, parent, parent-in-law, registered domestic partner's parent, sibling, grandparent, grandchild or household member. With notification to his/her chair, a faculty member may use sick leave (as described in Section 11.1) for bereavement leave in addition to the leave provided in this Section.

11.8 Personal Leave of Absence without Pay. Faculty members may request (through their chair and dean) personal leave without pay for periods of one (1) quarter or more subject to the following provisions:

11.8.1 Such leaves will be granted for no more than one (1) year at a time but may be extended upon approval of the Board of Trustees.

11.8.2 Individuals on a one (1) year leave must notify the University in writing by March 1 whether they will return for the following academic year.

11.8.3 Approved leave time will not count toward years of service. Approved leave without pay will not interrupt years of consecutive service.

11.8.4 A letter of agreement detailing the specific conditions of each leave, including any agreed extensions of a probationary period as described in Section 4.1.2(a), will be prepared by the dean in consultation with the chair, signed by the requesting faculty, and submitted to the Chief Academic Officer for final approval.

11.9 Professional Leaves of Absence without Pay. Faculty members may request (through their department chair and dean) a professional leave without pay to enhance their knowledge and skills for periods of one (1) quarter or more subject to the following provisions:

11.9.1 Such leaves will be granted for no more than one (1) year at a time, but may be extended upon approval of the Board of Trustees.

11.9.2 Individuals on a one (1) year leave must notify the University in writing by March 1st whether they will return for the following academic year.

Commented [FJ120]: A faculty member cannot be paid to work on a grant when on personal leave. A faculty member is no longer on personal leave for time spent working on the grant. Where the work should be done during this time should be arranged by the department, faculty member, Grant's and Dean's office.

Commented [FJ121]: Probationary faculty who request and receive personal leave of absence without pay (for two or three quarters) will have their probationary period extended by an additional year.

Commented [FJ122]: Designed to trigger conversations about any probationary period extensions when leave is requested.

Commented [FJ123]: We allow Faculty members to be on part time leave with CAO approval.

- 11.9.3 Approved leave time shall count for tenure and/or promotion. Approved leave without pay will not interrupt years of consecutive service.
- 11.9.4 Approved leave time spent acquiring an advanced degree will not count towards years of service.
- 11.9.5 A letter of agreement detailing the specific conditions of each leave, including any agreed extensions of a probationary period as described in Section 4.1.2(a), will be prepared by the dean, in consultation with the chair, and forwarded to the Chief Academic Officer and will be signed by the requesting faculty.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.1 Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances.
- 12.2 Definition of Grievance. A grievance is a dispute between the University and the UFE, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 12.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both Parties. If the UFE, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
 - 12.3.1 The day after the event, act or omission, or the day after the faculty member(s) or UFE knew or should have known of the event, act or omission, shall be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.
 - 12.3.2 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.
- 12.4 Submission of Grievances and Responses.
 - 12.4.1 All grievances and requests for arbitration must be submitted to the University's Human Resources Office, by fax, hard copy, or electronic mail. University responses will be submitted to the UFE's business office by fax, hard copy, or electronic mail.
 - 12.4.2 Grievances shall include the following:

- (a) the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
- (b) a statement of the grievance; and
- (c) the remedy sought.

Commented [FJ124]: Grievances will be submitted on grievance form.

12.5 Cooperation Between the Parties. The University and the UFE will supply each other with requested information reasonably needed to facilitate processing the grievance. Any meetings scheduled to discuss a grievance will be set at mutually convenient times.

12.6 Informal Resolution. Nothing in this Article should be read to preclude the parties from attempting to resolve issues through informal discussions prior to filing a grievance.

12.7 Process.

12.7.1 Step 1. Regardless of the status of any informal discussions regarding a potential grievance, the UFE shall submit the grievance within twenty-one (21) calendar days of the day the faculty member(s) or UFE knew or reasonably should have known of the events giving rise to the grievance. The appropriate Dean shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of his or her receipt of the grievance, and shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

12.7.2 Step 2. Should Step One fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the Dean's Step 1 response, the UFE shall submit the written grievance to the Human Resources Office for consideration by the Provost. The Provost shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of the receipt of the grievance, and shall respond in writing to the grievance within fourteen (14) calendar days of such meeting. Grievances challenging a suspension or termination, or a grievance alleging a violation(s) by the Provost shall be initially considered by the Provost at Step 2.

Commented [FJ125]: Labor Relations Manager

12.7.3 Step 3. Should Step Two fail to resolve the grievance, the UFE shall submit a written request to the University to arbitrate the grievance within fourteen (14) calendar days after its receipt of the Provost's Step 2 response. The UFE shall simultaneously submit a written request for arbitration to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service and request that the Parties be provided with the names of seven (7) qualified arbitrators from the Washington, Oregon or Idaho area. The arbitrator shall be chosen by the strike method. The party exercising the first strike shall be the loser of a flip of a coin.

Commented [FJ126]: Labor Relations Manager

12.8 Rules. The Parties agree that if there is question of arbitrability that the arbitrator shall rule on the arbitrability issue before scheduling a hearing on the case in main.

Commented [FJ127]: Questions on arbitrability answered before arbitration on issues raised in grievance.

12.8.1 The arbitrator will:

- (a) Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the Parties agree to modify it;
- (c) Not make any award that provides a faculty member with compensation greater than would have resulted had there been no violation of this Agreement.

12.8.2 Arbitrations will take place in accord with the Labor Arbitration Rules of AAA unless the Parties agree otherwise in writing.

12.8.3 The arbitrator shall issue written decision to the Parties within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the University, the UFE and the faculty members; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

12.8.4 Arbitration Costs.

- (a) The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the Parties. If one party chooses to use a court reporter it shall bear the costs of the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the transcript.
- (b) If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed postponements and/or cancellations will be shared equally by the Parties.
- (c) Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its case.

12.9 General Provisions.

12.9.1 Documents related to the processing of a grievance will be maintained and filed separately from the personnel files of affected faculty members.

12.9.2 No faculty member shall suffer reprisals for filing a grievance, for being a witness in a grievance, or for participating in the grievance process.

12.9.3 By mutual agreement the Parties may choose to utilize an expedited arbitration process.

ARTICLE 13: CONSTRUCTIVE ACTION

- 13.1 Constructive Action. Constructive action is a less-formal, non-disciplinary approach to resolving employee issues. It is used to try to resolve workplace issues between the University and a faculty member and/or to clarify expectations. It does not require compliance with the University's investigative guidelines. Constructive action is not discipline.
- 13.2 Types of Constructive Actions. Constructive action may involve discussion, clarification of expectations, verbal coaching or counseling, written coaching or counseling, or an improvement plan. Constructive action will be initiated by the dean.
- 13.3 Constructive action cannot be challenged through the grievance process. Because constructive action is not discipline, there is no need for a faculty member to have UFE representation in the constructive action process. Either the faculty member or the University may suggest that a representative from the UFE and/or human resources observe the meeting.
- 13.4 The result of constructive action shall be documented in the dean's file and the faculty member's personnel file. Faculty will be provided with a copy of the result of the constructive action. If the constructive action is successful, the constructive action files will be removed from the faculty's personnel file and the dean's file after two (2) years or the end of the evaluation cycle, whichever is shorter.
- 13.5 If the workplace issue is repeated or if constructive action fails to correct an issue, the University may address the issue through progressive discipline as described in Article – Discipline.

ARTICLE 14: DISCIPLINE

- 14.1 Just Cause. No faculty member shall be disciplined or discharged without just cause. Just cause guidelines commonly used by arbitrators are set forth in Appendix A.
- 14.2 Progressive Discipline. The University shall apply where appropriate the principles of progressive discipline which include, but are not limited to, the following steps: verbal warning, written warning, suspension without pay and, finally, discharge. The University will not be required to apply progressive discipline where the nature of the offense calls for immediate discharge or imposing discipline without progression.
- 14.3 Disciplinary Procedures.
- 14.3.1 Informal meetings between the University and faculty members regarding workplace issues are encouraged.

Commented [FJ128]: New Article for 2016-2019 – replaces Corrective Action MOU

Commented [FJ129]: Weingarten Rights do not apply, however faculty or the University may have a representative present to observe

Commented [FJ130]: Original to be sent to Human Resources and copied to the Labor Relations Manager

- 14.3.2 Faculty members shall be given a reasonable opportunity to respond to complaints which could lead to discipline.
- 14.3.3 The University has adopted guidelines for conducting investigations into alleged misconduct and/or violation of laws, regulations, or policies relevant to the University and its constituents. The current version of these guidelines can be found at EWU Guideline 401-01. Faculty members have an obligation to cooperate with investigations conducted by the University.
- 14.3.4 Faculty members are entitled, at their option, to have UFE representation during any meeting to discuss disciplinary action, or during any investigatory interview conducted by the University that the faculty member reasonably believes may result in discipline of the faculty member. During any such investigatory interview, a participating UFE representative will be given the opportunity to ask questions, offer additional information and counsel the faculty member. The University will notify faculty members before the start of any meeting or interview governed by this Section of the right to UFE representation, and shall permit the faculty member reasonable time to arrange for participation of a UFE representative.
- 14.3.5 If prior to or during a meeting between the University and a faculty member, the University concludes that discipline could result from the information provided by the faculty member, the meeting shall be designated as a disciplinary meeting by the University. All disciplinary meetings shall be conducted in private.

Commented [FJ131]: It is the faculty members responsibility to request and contact UFE if they choose to have a representative present.

14.4 Pre-Disciplinary Procedure.

- 14.4.1 Notice of Intent to Discipline. If the University intends to impose discipline that involves a loss of pay or termination of employment, the University shall inform the faculty member of its intent in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline.
- 14.4.2 Pre-Disciplinary Meeting. The University will schedule a Pre-Disciplinary Meeting to permit the faculty member to provide any additional information he/she wishes the University to consider prior to finalizing its decision regarding discipline.
- 14.4.3 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the University shall inform the faculty member of its disciplinary decision in writing.

ARTICLE 15: REDUCTION IN FORCE

- 15.1 Program Reduction and Discontinuance. The reduction or discontinuation of a program is a function of the University in its regular review of departments and programs,

resource allocation and strategic planning. Program review, enrollment trends or severe financial crisis may prompt program discontinuance.

- 15.1.1 The University will set up its own procedures for program discontinuance. The current iteration of these procedures is contained in “Degree Program Discontinuance at Eastern Washington University” approved by the Academic Senate on January 28, 2002, and subsequently approved by the Board of Trustees.
- 15.1.2 The University will make reasonable efforts to plan needed changes in educational programs so as to minimize sudden unexpected shifts of staffing of program units. In meeting changes brought about by shifts in student enrollment or program development, it is frequently necessary to change the faculty allocation to a given department or program unit. Such decisions shall be made by the Chief Academic Officer in consultation with the deans and the department chairs in the units affected.
- 15.1.3 When the Chief Academic Officer believes that the appropriate balance of faculty within a specific department or among the various departments is so distorted that it cannot be corrected without affecting positions held by probationary and/or tenured faculty, the Chief Academic Officer shall so notify the President, the chair of the Academic Senate and the president of the UFE. Before making this determination, the Chief Academic Officer will consult with the UFE as to whether the correction can/should be delayed or avoided by department reconfiguration or revitalization.
- 15.1.4 If a program is considered for discontinuance, the existing degree Program Discontinuance Policy approved by the Board of Trustees applies. The final responsibility for institutional action shall rest with the Board of Trustees.
- 15.1.5 In the event that a program has insufficient students, and discontinuing the program does not require the elimination of tenured or tenured track faculty positions, the program may be eliminated without following the process set out in this Section.

15.2 Severe Financial Crisis.

- 15.2.1 Whenever the President has reason to believe that a severe financial crisis may occur, he/she shall notify the Academic Senate and the UFE president of the nature of the expected emergency and supply supporting documentation. Within fifteen (15) working days of receiving notice of a severe financial crisis from the President, the UFE will submit any recommendations for managing the crisis in a report to the president and the Board of Trustees. The Board of Trustees shall be responsible for declaring any state of University-wide severe financial crisis. Unless continued by a subsequent Board declaration, a declaration of a severe financial crisis will last no longer than one (1) fiscal biennium.

- 15.2.2 On or before such declaration by the Board of Trustees, the President shall develop a plan for meeting the emergency. The final responsibility for institutional action shall rest with the President.
- 15.2.3 Support of instructional efforts will receive highest priority when a severe financial crisis requires reduction of the funding of University programs.
- 15.3 Reduction In Force. Reduction in Force is a layoff of faculty due to a severe financial crisis or program discontinuance or reconfiguration.
 - 15.3.1 Except in the case of severe financial crisis, the President of the University shall inform the president of the UFE and the colleges/department(s) affected of intent to implement the reduction in force at least ninety (90) days prior to implementation. The UFE, upon receipt of such written notice, may request a meeting to review the reasons for such intent and to recommend ways to reduce and/or eliminate the need to implement this provision.
 - 15.3.2 Faculty layoffs shall take place utilizing the following priority: quarterly faculty/librarians, special faculty/librarians, tenure-track faculty/librarians, tenured faculty/librarians.
 - 15.3.3 The department(s) affected shall be notified in writing of the necessary reductions by the Chief Academic Officer.
 - 15.3.4 Within fifteen (15) working days of receipt of such notice, the college(s) and department(s)/library affected, in a manner to be determined by the deans, after consultation with the UFE, shall designate the positions, including appropriate qualifications, which are required to meet program needs. These positions will be filled by seniority, *i.e.*, date of appointment to rank or special faculty within each department or library, utilizing the priority listed in Section 15.3.2 above, provided the faculty member filling the position has the necessary qualifications. The results of this process shall be placed in writing and sent to the Chief Academic Officer within the time limit specified above.
 - 15.3.5 Following receipt of the position designations from the department(s), the Chief Academic Officer will notify within five (5) working days, those faculty members who are to be laid off.
 - 15.3.6 For layoffs resulting from program reconfiguration or discontinuance, senior lecturers, tenure-track and tenured faculty will be given notice as follows:
 - (a) Senior lecturers, and tenure-track faculty within the first year of employment, shall be notified no later than March 1, for appointments based on the academic year, or three (3) months prior to the end of an appointment for appointments based on an alternative period.

- (b) Tenure track faculty within the second year of employment shall be notified no later than December 1 for appointments based on the academic year, or six (6) months prior to the end of the appointment for appointments based on an alternative period.
 - (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure track service, and all tenured faculty, shall be notified no later than June 1 for appointments based on the academic year, or twelve (12) months prior to the end of the appointment for appointments based on an alternative period.
- 15.3.7 For layoffs resulting from a severe financial crisis, special faculty lecturers, probationary and tenured faculty will be given notice as follows:
- (a) Special faculty, and tenure track faculty within the first year of employment, shall be provided with a minimum of three (3) months' notice prior to their layoff.
 - (b) Tenure track faculty within the second year of employment shall be provided with a minimum of six (6) months' notice prior to their layoff.
 - (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure-track service, and all tenured faculty, shall be provided with a minimum of twelve (12) months' notice prior to their layoff.
- 15.3.8 Every effort shall be made to find suitable employment within the University for faculty laid off under this Article. Tenured faculty shall have the opportunity to obtain up to one (1) year's retraining, through remunerated leaves, for other programs which have a need for additional or replacement faculty and for which the faculty member is qualified. No faculty may be relocated without consultation with all departments concerned.
- 15.3.9 If faculty are laid off, they shall be placed on a reemployment list for up to two (2) years from the date of layoff. If two (2) or more faculty within a given department are laid off, the University shall place them on a reemployment list in order of seniority. Should a vacancy be created in that department by departure of one of the remaining department faculty whose position the laid off faculty member is qualified to fill, or an increase in the faculty allocation to that department, such vacancy cannot be filled until qualified faculty members on the reemployment list have been offered the position in order of seniority. Such offer shall be made in writing and shall provide the faculty member with thirty (30) days in which to respond. The laid off faculty member shall be required to return to employment no later than the beginning of the next academic year.

- 15.3.10 All faculty laid off under the provisions of this Section and who are subsequently rehired as indicated at Section 14.3.9 shall retain all accrued wage levels and benefits.

ARTICLE 16: NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 16.1 Compliance with State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all State and Federal law regarding nondiscrimination and affirmative action in the workplace.
- 16.2 Affirmative Action. The parties support and will cooperate in the implementation of the University's affirmative action programs. The University's Affirmative Action Plan will be provided to the Union at the time of its implementation/renewal.
- 16.3 Prohibition of Discrimination and Harassment. Neither the University nor the Union shall discriminate against or harass any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status or union membership.
- 16.4 Prohibition of Bullying. The parties support the prohibition on bullying at the University. Behaviors constituting bullying, instructions on filing complaints of bullying and the University's processes for investigating and responding to complaints of bullying are outlined in the University's Bullying Policy.
- 16.5 Concerns Regarding the Workplace Environment. The University is committed to providing equal employment opportunity, consideration and treatment for all employees. Faculty are encouraged to identify and report to their chairs, deans or to Academic Affairs, either individually or through their Union representatives, concerns and proposed solutions for abusive, unfair or inappropriate behavior, actions or practices by other faculty members, administrators or other members of the University community. Chairs notified of such concerns will inform their dean of the issue. The chair or responsible administrator will notify the affected faculty member(s) of the response to concerns raised, including the outcome of any investigation conducted, and, to the extent appropriate, actions taken as a result.
- 16.6 Actions for Violations of this Article. Faculty may challenge practices or actions that they allege violate the provisions of Sections 16.1, 16.3 and 16.4 through the University's Discrimination and Bullying policies and procedures, and/or using those remedies available through applicable law. Faculty who choose to file a complaint under the University's Discrimination and Bullying policies may, at their option, choose to have union representation throughout that process. Alleged violations of Sections 16.1, 16.3 and 16.4 shall not be the subject of grievances under Article 12.

ARTICLE 17: INTELLECTUAL PROPERTY RIGHTS

- 17.1 In recognition of the importance of providing uniform policies and procedures for the regulation and administration of intellectual property rights generated by the activities of

its faculty, employees, and others associated with the University, such as visiting scholars, the University has adopted and will maintain an Intellectual Properties Policy (*see* Appendix B). In the event the University wishes to make changes to the Intellectual Properties Policy, it will first provide written notice of its proposed changes to the UFE and, if requested, will bargain with the UFE over any proposed changes.

ARTICLE 18: UFE—UNIVERSITY RELATIONSHIP

18.1 UFE Rights.

18.1.1 The UFE may purchase release time on a quarterly basis of up to one-half of the UFE president's (or designee's) load, and up to one-half of the load of the UFE's bargaining chair; provided that unless otherwise agreed, UFE may not purchase release time for more than one (1) faculty member at a time from a single department. The UFE will pay the appropriate part-time faculty rate for the department from which the faculty member is assigned. On or before June 1 of each year, UFE will notify the office of the Chief Academic Officer of its intended purchases for the next academic year.

18.1.2 The UFE may purchase release time of up to five (5) credits during the summer quarter for the UFE president (or designee) by reimbursing the full cost of salary and benefits for such release time. In the event that the UFE president (or designee) does not otherwise have a summer contract, a contract will be issued for this purpose. On or before June 1 of each year, UFE will notify the office of the Chief Academic Officer of its intended purchase for the next academic year.

Commented [FJ132]: New subsection for 2016-2019

18.1.3 The UFE may rent, for a nominal fee, an office on a space available basis.

18.1.4 A copy of the time, place and agenda of all Board of Trustees meetings shall be sent to the UFE president concurrent with distribution to the Board of Trustees members. In addition, the UFE president shall receive copies of the minutes of all Board of Trustees meetings.

18.1.5 The UFE shall designate a faculty representative who will be allowed to attend the regularly scheduled Board of Trustees meetings and report on UFE issues, consistent with the bylaws and procedures of the Board of Trustees.

18.1.6 The UFE shall have the right to payroll deduction of dues and assessments upon the submission of a signed authorization card. The authorization shall be continued year to year unless a faculty member submits a revocation of authorization by October 15th of the year in which he/she wishes to withdraw his/her membership. The University will transmit the collected dues to the UFE per the UFE's instructions.

18.1.7 The UFE and its representatives shall have the right to schedule the use of University facilities to transact UFE business subject to standard facilities use

policies and procedures. Where standard facility charges exist, the UFE will pay the same rate as any other outside, non-University, client.

- 18.1.8 UFE officers and stewards may make de minimis use of state-owned or operated campus mail, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. UFE officers and stewards may also make de minimis use of state-owned or operated e-mail for the exclusive purpose of administering this Agreement, including scheduling UFE meetings. Except as permitted in this Section, state-owned or state-provided equipment, services or supplies may not be used for conducting internal UFE business; provided that the UFE may use copiers or other normal office equipment by reimbursing the University according to the same reimbursement policies as apply to the other outside, non-University clients.
- 18.1.9 The University shall furnish to the UFE upon request documents or electronic information concerning its financial resources, expenditures, or other matters reasonably necessary to enable the UFE to carry out its duties as the exclusive bargaining representative for faculty members.
- 18.1.10 Upon request, the University shall provide the UFE with information regarding each faculty member. Such information shall include University rank, college and department assigned, length of employment within the University, email and University telephone numbers.

18.2 University Rights.

- 18.2.1 The University retains its statutory rights to the general supervision of the institution and the control and direction of expenditures from the institution's funds. The University has the legal responsibility to carry out the educational mission of the institution. The University reserves the right to manage, direct and supervise all work performed. The University reserves the right to manage its affairs within its legal mandate and retains all management powers not specifically abridged, delegated or modified by the terms of this Agreement.
- 18.2.2 These rights include, but are not limited to:
 - (a) Determining the mission of the University and methods and means necessary to fulfill that mission.
 - (b) Setting policy for the University.
 - (c) Determining the size of the University, including the budget and the number and type of academic and nonacademic staff.
 - (d) Establishing and maintaining standards as they relate to accreditation, curriculum, technology, service and research.

- (e) Responsibility for the construction and maintenance of all University facilities, grounds and equipment on and off campus.
- (f) Maintaining and improving the efficiency and effectiveness of University operations related to administration and program.
- (g) Final authority regarding faculty criteria for hiring and promotion, faculty employment, promotion, transfer, non-appointment, non-renewal, and reassignment.
- (h) Determining faculty standards of service, faculty assignments, responsibilities to be performed, scheduling of these responsibilities, and evaluation of performance.
- (i) The right to make rules, regulations and policies that do not conflict with the provisions of this Agreement.
- (j) Conducting workplace investigations, and disciplining or discharging faculty for cause.
- (k) Planning, establishing, modifying, reorganizing or abolishing academic units, degree programs, and courses of instruction.

18.3 Meet and Discuss. Representatives of the University and the UFE shall confer at such reasonable times as either party may request to consider problems covered by this Agreement.

18.4 Notification of Investigations. A faculty member and the UFE shall be notified of any investigation of his or her files, either electronic or paper, being conducted by the University or the University's agent in a timely fashion, and in no case later than five (5) days from the beginning of such investigation. Such notification shall include a general description of the nature of the investigation. At the conclusion of the investigation, the employee and the UFE shall be notified of the results of the investigation.

ARTICLE 19: UNION-MANAGEMENT COMMITTEE

19.1 Purpose and Scope of Authority. The University and the UFE will maintain a Union-Management Committee to provide a forum for communication between the Parties and to promote constructive labor-management relations. Committee meetings will be used for discussions and shared problem-solving only; the committee shall have no authority to conduct negotiations or modify the provisions of this Agreement.

19.2 Committee Composition. The Union-Management Committee will consist of up to three (3) faculty members selected by the UFE, a UFE staff representative, and up to four (4) representatives selected by the Chief Academic Officer.

19.3 Scheduling of Meetings. Either party may request a meeting of the Union-Management Committee by sending a written request, including a description of the issue(s) to be

addressed, to the other party. When requested, a committee meeting will be scheduled at a mutually acceptable time and place. The committee shall meet at least once per quarter, including summer session, but additional meetings may be scheduled by mutual agreement.

ARTICLE 20: TERMS OF AGREEMENT

- 20.1 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, faculty members will be subject to all University policies. Issues or concerns regarding misapplication of University policy may be raised by the UFE through the Union-Management Committee process described in Article 19. The University will provide the UFE with forty-five (45) calendar days' notice, and ample opportunity to provide input, prior to implementation of any proposed policy change during the term of this Agreement that affects faculty working conditions.
- 20.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and it supersedes any prior written or oral agreements between the Parties.
- 20.3 Obligation to Bargain Matters Not Covered by this Agreement. Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will satisfy its bargaining obligation regarding the impact of any decisions made by the University in the exercise of its lawful managerial rights which affect faculty wages, hours, and working conditions.
- 20.4 Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of the Agreement.
- 20.5 Procedure for Ratification. Upon ratification by the UFE, the Agreement shall be submitted to the Board of Trustees for its approval. The Agreement shall take effect after ratification by the UFE and approval by the Board.
- 20.6 Savings Provision. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party, the University and UFE shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

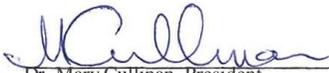
ARTICLE 21: DURATION

- 21.1 This Agreement shall take effect September 1, 2016, and shall remain in effect until August 31, 2019.

Effective this 15th day of 2016.

FOR EASTERN WASHINGTON UNIVERSITY


James Murphy, Esq., Chair, Board of Trustees
Eastern Washington University


Dr. Mary Cullinan, President
Eastern Washington University

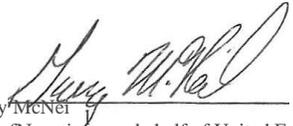
Approved as to Form:

Assistant Attorney General

FOR UNITED FACULTY OF EASTERN WASHINGTON UNIVERSITY


Dr. Michael Conlin
President, United Faculty of Eastern Washington University


Vice President for Bargaining, United Faculty of Eastern Washington University


Gary McNeil
Chief Negotiator on behalf of United Faculty of Eastern Washington University
Higher Education Organizer, United Faculty of Washington State

APPENDIX A

Just Cause Guidelines

Just cause guidelines commonly used by arbitrators are as follows:

1. **NOTICE:** “Did the Employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?”
2. **REASONABLE RULES OR ORDER:** “Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?”
3. **INVESTIGATION:** “Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”
4. **FAIR INVESTIGATION:** “Was the Employer's investigation conducted fairly and objectively?”
5. **PROOF:** “At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?”
6. **EQUAL TREATMENT:** “Has the Employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?”
7. **PENALTY:** “Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee's *proven* offense, and (b) the record of the employee in his service with the Employer?”

APPENDIX B

Intellectual Property Policy

Commented [FJ133]: Appendix replaced with EWU Policy 302-04, Intellectual Property Management

Intellectual Property Management

Academics and Research – Research

EWU Policy 302-04

Authority: EWU Board of Trustees

Effective December 3, 2013

Proponent: Provost

Purpose: This policy establishes university standards and regulations relative to intellectual property.

History: This policy was adopted by the EWU Board of Trustees on December 3, 2013 and supersedes EWU policy 302-04, Patents, Copyrights and Royalties, dated July 13, 2012 which was a republication of UGS Policy 435-040 et seq, Patents, Copyrights and Royalties, dated June 23, 2006. This publication includes housekeeping changes to section 4-4 of Dec 10, 2014.

CONTENTS

- Chapter 1 – Introduction
- Chapter 2 – Administration of Policy
- Chapter 3 – Ownership Rights
- Chapter 4 – Patents
- Chapter 5 – Copyrights

CHAPTER 1 – INTRODUCTION

1-1. Scope

This policy applies to intellectual property which are developed using Eastern Washington University equipment, supplies, facilities, employee time, or trade secret information, or which relate directly to the university's business, research or development.

1-2. Applicability

This policy applies to all university employees. For the purpose of this policy, "employee" is defined as any person receiving compensation from the university. The uncompensated activities of students in furtherance of their educations shall not be considered service that benefits the university within the meaning of this policy. Section 3-7 provides additional information on student rights regarding intellectual property.

1-3. Definitions

- a. Intellectual property includes potentially patentable inventions or discoveries, trade secrets, and copyrightable works.
- b. An invention is a new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.
- c. A patent is a grant giving the owner the right to exclude others from making, using, or selling the

invention in the jurisdiction where issued. This right may be assigned to the employer by the inventor as a condition of employment, or for other reasons, but the patent application must be filed in the name of the inventor.

d. Technology Transfer is the transfer of intellectual property rights between the university and companies or other entities outside the university. Such intellectual property rights may consist of patents, copyrights, trademarks, and trade secrets.

1-4. Applicable Law

a. Federal law governs the creation of intellectual property. The United States Constitution, Article III, Section 8, gives to Congress, in order "to promote the progress of science and the useful arts," the power to grant, for limited periods of time, to authors and inventors, the exclusive right to their respective writings and discoveries." The Copyright Act, in Title 17 of the United States Code, sets out the requirements by which an author of literary, artistic, and similar works may obtain copyright protection, and provides that in the case of a "work made for hire," the employer is the author for copyright purposes. 17 U.S.C. § 201(b). The Patent Act, in Title 35 of the United States Code, sets out the requirements by which inventors of new and useful processes, machines, manufactures, or compositions of matter may obtain patent protection

b. Consistent with the Ethics Law, this policy authorizes university employees, under defined circumstances, to retain ownership to certain intellectual property created with university resources. Additionally, this policy authorizes university employees to receive royalty payments from commercialization of certain university-owned intellectual property that they created.

CHAPTER 2 – ADMINISTRATION OF POLICY**2-1. Technology Manager**

The president shall designate an EWU administrator with the title and responsibilities of Technology Manager. The Technology Manager is responsible for administering this policy.

2-2- Intellectual Property Committee (IPC)

a. Purpose. The IPC serves as an advisory committee to the president on all university patent and copyright matters.

b. IPC shall have the following powers and duties:

- (1) To interpret and apply this policy, in compliance with applicable state law and regulations.
- (2) To evaluate inventions for patentability, scientific merit and economic feasibility, and where desirable to seek expert advice to assist it in making such determinations.
- (3) To decide on the category into which an invention or original work falls for the purposes of determining who has or shares the equity therein.
- (4) To determine the patent or related rights or equities of the university and other interested parties in an invention.
- (5) To assign inventions to outside organizations for the evaluation and patenting.
- (6) To license intellectual property to outside organizations under appropriate licenses for commercialization, open source licenses, such as the GNU General Public Licenses, or other types of agreements considered to be in the best interests of the university and public good.
- (7) To release patent rights to the inventor in the absence of overriding obligations to outside sponsors of research, in cases where it is deemed equitable or appropriate to do so, subject to the written approval of the president or designee.
- (8) To submit its decisions on patent and copyright matters to the university president or designee.

- (9) To provide assistance and advice to faculty and other research personnel concerning all aspects related to the patenting of inventions and the copyright in original works.
- (10) To ensure an effective system of patent and copyright administration by means of an ongoing review of applicable policies and procedures and to make reports and recommendations to the president thereon.
- (11) To determine if the university has an interest.
- (12) All matters coming before the committee regarding specific property shall be held confidentially by all members of the committee.

c. Membership: The composition and tenure of the IPC shall be:

- (1) Four faculty including one member from the university library with staggered two- to three-year terms, appointed by the university president, and with nominations submitted by the Eastern Washington University Academic Senate.
- (2) One student for a one-year term, appointed by the ASEWU.
- (3) One member of the Academic Deans, appointed by the president, to serve a two-year term; the vice provost responsible for research; the Executive Director of the Office of Grant and Research Development; the Technology Manager (if different from the vice provost responsible for research); and one representative from the Extended Campus.
- (4) The Technology Manager chairs the committee.

CHAPTER 3 - OWNERSHIP RIGHTS**3-1. Research Developed Intellectual Property****a. Research Supported by University Funds**

Intellectual property resulting from research supported by university funds, developed using university facilities, and/or developed as part of the faculty workload, is the property of Eastern Washington University. Employees are entitled to receive a share of royalties per the royalty schedule in section 4-7.

b. Research Supported by an Outside Agency

Intellectual property resulting from research supported by an outside agency, either wholly or in part, is governed by the provisions of the agreement with the sponsoring agency. In the absence of such provisions, the intellectual property will be considered as derived from state or university supported research. Additional information on ownership interests in inventions that were developed as a result of sponsored research are provided in section 4-2.

c. Personal or Private Research

The university does not claim ownership rights in intellectual property clearly resulting from personal or private research and developed by a person, without cost or expense to, or use of facilities, equipment or staff of the university. Intellectual property may be voluntarily offered by the employee to the university for the possible securing of a copyright or patent, and for subsequent developing, processing and exploitation under university aegis. If agreed to by the Intellectual Property Committee, the inventor shall assign rights to EWU and will thereafter receive a percentage of the net profits generated by the invention as negotiated with the university and specified in the agreement with the university.

3-2. Commissioned Works

The university shall own copyrightable works that have been commissioned by the university. University-commissioned works consist of those that result from a specific sponsorship by the university, to include:

a. Works expressly commissioned through written contract with the university. Such works are frequently referred to as "works made for hire" in

legal documents. The term "commissioned work" is used in this policy to describe a copyrightable work prepared under a written agreement between the university and the creator when (i) the creator is not a university employee or (ii) the creator is a university employee but the work to be performed and any associated compensation falls outside the normal scope of the creator's university employment. Contracts for commissioned work will specify that the work is a "work-made-for-hire." As a work-made-for-hire, the university for which the work was prepared is the author and owner, unless the contract contains written language to the contrary.

b. Production under a Grant. In the case of production of materials under a grant administered by the university, the assignment of right and royalties shall be accomplished under the terms of the grant. If the sponsor makes no provision for the division or assignment of rights and royalties, then this is a university commissioned material.

c. Works created pursuant to the terms of a university agreement with an external party.

d. Works created as a specific requirement of employment or assignment with the university that may be specified, for example, in a written job description or an employment agreement. Such specification may define the full scope or content of the employee's university employment duties comprehensively or may be limited to the terms applicable to a single copyrightable work. Absent such prior written specification, ownership will vest with the university in those cases where the university provides the motivation for the preparation of the work, the topic or content of which is determined by the creator's employment duties and/or when the work is prepared at the university's expense.

e. Commissioned works that are also patentable. The university reserves the right to pursue multiple forms of legal protection concomitantly, if available. Computer software, for example, can be protected by copyright, patent, trade secret, and trademark.

f. On-line courses initiated by the university.

3-3. Intellectual Property Developed during Leave of Absence

The university does not claim ownership rights in intellectual property developed by university

employees while on leave of absence unless university resources or facilities were used in developing the intellectual property and/or unless there is a prior written agreement so specifying. If any university resources or facilities were used in the development of the intellectual property, the provisions of section 3-1 apply. If no university resources or facilities were used and in the absence of a prior written agreement, the rights to intellectual property resulting from such leaves reside with the originator.

3-4. Intellectual Property developed through the Faculty Grants for Research and Creative Activity Program

The university does not claim ownership rights in intellectual property developed as a result of intramural funding under the Faculty Grants for Research and Creative Activity program unless university resources or facilities were used in developing the intellectual property. If any university resources or facilities were used in the development of the intellectual property, the provisions of section 3-1 apply. Acceptance of and compensation from a Faculty Grant does not create a university commission for intellectual property that may result, unless there is a prior written agreement so specifying. In the absence of such an agreement, the rights to intellectual property resulting from a Faculty Grant reside with the originator.

3-5. Traditional Academic Works

The university does not claim ownership rights to "traditional academic works". They are created independently and at the creator's initiative for traditional academic purposes. Examples include class notes, books, theses and dissertations, educational software (also known as courseware or lessonware), articles, non-fiction, fiction, poems, musical works, dramatic works including accompanying music, pantomimes and choreographic works, pictorial, graphic and sculptural works, scripts and screenplays or other works of artistic imagination that are not created as an institutional initiative.

3-6. Multiple Originating Persons

If more than one person is involved in the development or production of materials covered in these policy statements, it shall be the responsibility of the individuals and not of the university to

determine their share of proportion of rights and obligations in agreements or policy administration.

3-7. Rights of Students

Except in the case of commissioned works (see section 3-2), and subject to any restrictions imposed by outside sponsoring or funding organizations, a student of the university who writes or produces any work shall have exclusive rights to the work.

A student's exclusive rights extend to works prepared as part of the requirements for a university degree; however, the university retains the following rights:

a. The original data (including software) of an investigation for a graduate thesis or dissertation are the property of the student but the student's major department may retain copies.

b. The university shall have, as a condition of the degree award, the royalty-free right to retain, use and distribute a limited number of copies of the thesis, together with the right to require its publication for archival use.

3-8. Relinquishing University Rights

The university will relinquish all of its rights to the inventor in the following cases:

a. If the invention is judged by the Intellectual Property Committee to be the result of personal or private research; or

b. If the university decides not to secure a patent for an invention which is a result of personal or private research but has been submitted to the Intellectual Property Committee voluntarily by the inventor for patenting and commercialization under university auspices as hereafter noted.

c. If the university determines that it is not in its best economic interest to pursue a patent on an invention, the rights will be released to the sponsoring agency (if such action is required by grant or contract agreement), or to the inventor.

In all cases of waiver of rights, the university shall relinquish its rights to the inventor by written waiver signed by the university president or designee.

CHAPTER 4 – PATENTS

4-1. Ownership Interests in Developments Made Prior to Employment at EWU

For the protection of the employee's interests, each employee shall disclose to the Office of Grant and Research Development, at the time of employment, all inventions or trade secrets developed or being developed by the employee, for the purpose of establishing ownership rights to developments made prior to employment by the university.

4-2. Additional Rules for Sponsored Research

Under the federal patent and trademark legislation of 1980 (35 USC 200 et seq.), the university has the right of first refusal to title in inventions made in the performance of federal grants and contracts. The university will assert title to and attempt to license inventions made with federal government funds so that the congressional purpose of fostering the development of industry in the United States will be furthered.

Where research has been sponsored, ownership and licensing of inventions shall be negotiated between the sponsor and the university or its agent where appropriate.

The proprietary rights of the university and of the university's employees shall be subject to the terms and conditions of the agreement between the sponsor and the university.

The university will strive to protect the financial interests of all and ensure that the university retains the traditions of self-governance and academic freedom. The university, on behalf of its constituent colleges or departments, will not accept grants or enter into agreements for the support of instruction or research that confer upon an external party the power to censor, unduly delay or exercise veto power over either the content of instruction or the publication of research. Publication of research findings may be temporarily delayed by agreement for mutual benefit in order to protect invention rights or permit the research sponsor to review the proposed publication for the sole purpose of identifying proprietary information furnished by or belonging to the sponsor.

In multilateral situations, the university normally retains ownership of property developed under sponsorship agreements and will negotiate rights to

license the property. Agreements between inventors and outside sponsors shall be considered for approval on a case-by-case basis.

4-3. Additional Rules for User Agreements, Materials Transfer Agreements, and Other Agreements

Where research has been conducted under the terms of a non-monetary agreement where EWU received a benefit such as the ability to use facilities that are not the property of the university or employ materials that are the proprietary property of an outside entity or organization, the rights of the university and of the university's employees shall be subject to the terms and conditions of the agreement between the university and the entity or organization providing such benefits.

4-4. Procedures

This section describes the procedures for identifying and for determining ownership interests in potentially patentable inventions. The university's process for evaluating an invention is shown in Appendix A, EWU **Intellectual Property** Disclosure Decision Flow Chart.

a. Identification / Disclosure

University employees, all non-employees who use university research facilities, and those who receive grant or contract funds through the university shall promptly disclose all potentially patentable inventions and/or discoveries to the Office of Grant and Research Development.

The originator initiates this process by filing an **Intellectual Property** Disclosure Form with the Office of Grant and Research Development. The **Intellectual Property** Disclosure Form must be submitted at the earliest opportunity--prior to disclosure of the potentially-patentable invention or discovery to a third party.

b. IPC Review

The Office of Grant and Research Development shall forward the **Intellectual Property** Disclosure Form to the IPC. The IPC will review the form and any associated materials. The IPC may collaborate with the originator's immediate supervisor, department chair, and/or dean for the purpose of identifying and validating factors related to determining ownership interests.

Committee members shall take adequate steps to assure and preserve the confidentiality of all invention disclosure documents.

The IPC shall invite the originator to any committee meetings that will include consideration of the originator's case.

c. IPC Determination

The IPC shall determine whether the potentially patentable property is owned by the university, by the employee, jointly by the university and the employee, or by an outside sponsor. The IPC shall endeavor to make a determination within ninety (90) days of the initiation of the **Intellectual Property Disclosure Form**. If the IPC has not made a determination within the 90-day period, it shall notify interested parties of the delay and of an expected time frame for making a determination.

Patentable inventions not subject to a sponsorship agreement or university ownership under other provisions of this policy may be determined by the IPC to be the employee's property. If the employee is determined as the owner, the university will, on demand from the employee, issue a written waiver of the university's rights.

The committee may determine that the employee is a partial owner of the intellectual property with the university in cases where it would be unfair to determine that the property is wholly owned by either the university or the employee. In such cases the committee shall establish percentages of respective ownership.

If the committee deems it to be in the best interests of the university to release its rights to invention, it may do so, as described in section 3-8.

The committee may place conditions on the release (including a lump sum payment, a portion of the royalties or other consideration) to compensate for the use of facilities and materials.

d. Notification and Appeal

Within five days of the IPC's ownership determination, the committee shall notify the originator of the determination. The originator shall have thirty (30) days from the date of the mailing of the notice to appeal the committee's decision to the university president or designee. The president or designee shall make a final decision on the appeal.

4-5. Duty to Assign and Cooperate

After the determination by the IPC and exhaustion of the employee's right of internal appeal, the employee shall execute documents of assignment to convey to the university all of the employee's interest in the invention determined to be owned by the university and assist in obtaining, protecting and maintaining patent rights.

4-6. Publication and Disclosure to Third Parties

Premature publication, public use or disclosure of an invention can sometimes jeopardize the rights of the employee, the university or its assignee to secure patent protection. Therefore, unless the IPC has issued a waiver of university rights, the employee shall not promote or engage in any publicity or disclosure concerning the invention until patent applications have been filed.

Once an invention is identified as potentially patentable, all publicity, public reports, interviews, news releases, speeches, public disclosures or public demonstrations of the invention shall have prior clearance in writing from the university or the Technology Manager.

This section is not applicable to sponsorship agreements that impose different obligations on disclosure.

4-7. Management of Patents

University patents shall be assigned to and managed by the university. Under certain conditions, a patent may be assigned to and managed by a designated Technology Transfer Agency if it is determined that it is in the best interest of the university. The Technology Manager shall provide guidance regarding the use of a Technology Transfer Agency. The Technology Manager shall maintain a listing of available Technology Transfer Agencies.

4-8. Royalties

Net royalty income is defined as gross income from licensing fees and other compensation resulting from the marketing of intellectual property, less expenses. Expenses include, but are not limited to, university direct and indirect costs, and costs associated with use of a Technology Transfer Agency.

Net royalty income shall be distributed according to the following schedule:

Cumulative Net Income	Inventor	GRD*	College/School
\$1-\$5,000	100%	0%	0%
Above \$5,000	1/3	1/3	1/3

*Grant & Research Development

In the case of multiple inventors, the cumulative net royalty income shall be distributed equally among them unless their initial disclosure specified an unequal distribution.

CHAPTER 5 – COPYRIGHTS

5-1. Types of Copyrightable Materials

The following materials are subject to copyright and, when commissioned by the university, are subject to the scope and provisions of this policy:

- a. Books, articles, texts, bibliographies, study guides, manuals, syllabi, theses and dissertations, and similar printed materials.
- b. University sponsored or assisted periodicals.
- c. Unpublished lectures, musical or dramatic compositions and scripts or screenplays.
- d. Maps and similar representations.
- e. Photographs, drawings, art reproductions and other works of art, or scientific or technical illustrations.
- f. Films, filmstrips, charts, transparencies and other visual aids.
- g. Video and audio recordings.
- h. Live video or audio broadcasts.
- i. Programmed instruction materials.
- j. Computer programs.
- k. Online learning objects, computer –aided instruction materials, and websites.
- l. Other materials that may become copyrightable under the revisions of the copyright law. Brochures issued by the Copyright Office of the Library of Congress provide additional guidance.

5-2. Dedication of Copyrightable Works

The author or creator of a copyrightable work may obtain a copyright or dedicate the work to the public at their discretion--subject to any restrictions imposed by sponsoring or funding agencies not under university control.

5-3. University Uses of Traditional Academic Works

a. Royalties and Copyrights. For academic works, the rights to royalties and copyrights shall reside with the originating faculty or staff member for the purposes of any net income that subsequently may be derived from the materials, but the university shall retain the right to the use of such materials in its own programs or in any cooperative educational programs in which it is engaged.

b. Sales of Materials Published or Duplicated. Materials published or duplicated at university expense may not be sold to students registered in university programs, except on a basis of recovering the actual cost of production and through procedures approved by the university.

c. University Rights In Traditional Academic Works. Traditional academic copyrightable works created with the use of university resources over and above those usually and customarily provided shall be owned by the creators but licensed to the university. The minimum terms of such license shall grant the university the right to use the original work in its internally administered programs of teaching research, and public service on a perpetual, royalty-free, non-exclusive basis. The university may retain more than the minimum license rights when justified by the circumstances of development.

5-4. University Uses of Certain Copyrightable Materials

Ownership and use of locally-developed education materials (e.g. audio, video, and visual media; computer applications, programs, and systems) shall be governed by the following guidelines.

a. When university materials are employed, the university retains joint ownership and rights for use of the materials in its educational and administrative programs, unless an agreement to the contrary has been made with the originator.

b. The originator may request revision or withdrawal of materials on the basis that its

substantive content is in error or outdated and, therefore, is educationally invalid. The administering officer shall provide the originator an opportunity for revisions of the material if, in the administering officer's judgment, full withdrawal from use is not required for educational validity. The university may withdraw university commissioned materials from use at any time, even though rights and royalties may be shared with the originator.

Any loaning, copying, transcribing or other use of copyrightable materials should always be accomplished in a manner that protects the rights and interests of the originators, and charges should be made and income shared when appropriate to do so. In order to accomplish this objective, the university will not permit any copying, transcribing or other use of copyrightable materials unless the user executes an agreement with the university that accords the originator(s) all revenues the user receives, for its use of such university copyrightable materials, to the extent that such revenues exceed the cost of such use. Copyrightable materials produced in university facilities which are loaned or otherwise made available for use shall be accompanied by a protective statement indicating that all rights are reserved and written permission must be obtained to duplicate the work in part or in its entirety.

5-5. Use of University Facilities to Produce Salable Materials

It is not the intention of the university to compete with private enterprise (see EWU Policy 202-03, Commercial Activities of the University). Use of university facilities to produce salable materials should have a clearly discernible educational purpose or benefit related to the university's announced programs.

Commercial Means. Members of the university community who intend to produce materials for commercial purposes shall contract with a private publisher, manufacturer or distributor for such services.

5-6. Disposition

The president or his/her designee has final responsibility for the determination of the disposition of university copyrights. The president or designee may direct any university copyright be (a) retained and used for and by the university, or (b) released to the originator, or (c) released to an involved

sponsor, or (d) related jointly to a sponsor and originator.

University-owned works should be protected by copyright notice in the name of Eastern Washington University. Such copyright notice shall be composed and affixed in accordance with the United States Copyright Law.

5-7. Copyright Revenues

The university may pursue the generation of revenue from university owned copyrights. Revenue sharing and distribution shall be governed by section 4-7, Royalties, of this policy.

5-8. Originator Obligation

The originator(s) of a university-owned copyright is obligated to produce all information and submittals necessary for registrations and the defense of the copyright, and all examples of the work.

5-9. Compliance with the Copyright Act

University units that administer activities involving any usage regulated by the Copyright Act are responsible for knowing applicable regulations, monitoring their continuing evolution, and conducting programs in full compliance with applicable laws and regulations. All university faculty, staff, and students will comply with federal law, regulations and guidelines and university guidelines for use of copyrighted materials. The university will notify faculty, staff and students of the uses permitted by the TEACH Act and the Guidelines on Educational Uses of Copyrighted Works.

5-10. Trademarks

A trademark is a specific name, term, logo, design or symbol that is used to identify the source, product, producer, or distributor of goods or services.

a. Ownership. The university shall own all trademarks associated with the university, its name, its activities, and its slogans.

b. Disposition. The university shall register and manage the use and application of its trademarks.

c. Protection and Promotion. The university or its designated agent shall assume full responsibility for the protection and promotion of university trademarks. University Marketing and Communications is the point of contact for matters concerning the use of trademarks.

APPENDIX C

Statement of Academic Freedom and Tenure, 1940 Statement of Principles

The following Statement of Academic Freedom and Tenure has been adopted as a basic guideline for University policies by action of the Board of Trustees. It applies to all faculty members. References to teachers and teaching in this Statement should be read to include librarians and librarianship. In the event of any inconsistencies between the Statement and the terms of this Agreement, the Agreement shall prevail.

- 1. Purpose.** The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement on procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.
- 2. Tenure.** Tenure is a means to certain ends; specifically:
 - (a) Freedom of teaching and research and of extra mural activities and
 - (b) A sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security; hence, tenure; are indispensable to the success of an institution in fulfilling its obligations to its students and to society.
- 3. Academic Freedom.**
 - (a) The teacher is entitled to full freedom in research and in the publication of his/her other academic duties, but research for pecuniary return should be based on an understanding with the authorities of the institution.
 - (b) The teacher is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
 - (c) The college or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should be at all times accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he/she is not an institutional spokesperson.

4. Academic Tenure.

- (a) The 1940 Statement on Academic Freedom and Tenure has been adopted as a guideline for faculty policies and procedures at the UNIVERSITY. As such, its general intent shall be followed in defining rights, duties and obligations of faculty members except that; beginning with the faculty appointed after March 1, 1974; only full-time service at Eastern Washington University will be counted in determining years of probationary service for tenure consideration.
- (b) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.
- (c) In the interpretation of this principle it is understood that the following represents acceptable academic practice:
 - (i) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
 - (ii) Beginning with appointment to the rank of Assistant Professor or a higher rank, the probationary period should not exceed seven (7) years, including within this period full-time service in all institutions of higher education but subject to the provision that when, after a term of probationary service of more than three (3) years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his/her new appointment is for a probationary period of not more than four (4) years even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven (7) years. Notice should be given at least one (1) year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.
 - (iii) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.
 - (iv) Termination for cause of a continuous appointment or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him/her and should have the opportunity to be heard in his/her own defense by all bodies that pass judgment on the case. He/she should be permitted to have with him/her an advisor of his/her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his/her own or other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.
 - (v) Termination of a continuous appointment because of severe financial crisis should be demonstrably bona fide.

5. Interpretations.

- (a) At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed on:
- (i) That its operation should not be retroactive.
 - (ii) That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.
 - (iii) If the administration of a college or university feels that a teacher has not observed the admonitions of subdivision (c) of Subsection (3) and believes that the extra mural utterances of the teacher have been such as to raise grave doubts concerning his/her fitness for his/her position, it may proceed to file charges under Subdivision (d) of Subsection (4). In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the United Faculty of Eastern is free to make an investigation.

APPENDIX D

Statement of Professional Ethics as adopted by the AAUP June 1987

- A. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and in proving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- B. As teachers, professors encourage the free pursuit of learning in their students. They hold before them that best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
- C. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
- D. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe that stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decisions upon the program of the institution and give due notice of the intentions.
- E. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon academic freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

- (1) Exceptions to Upper Class Range:
 - (a) Unanticipated over-enrollments which cannot be resolved by adding sections when failure to over-enroll would represent a substantial hardship to students.
 - (b) When large lecture sections break down into smaller laboratory or recitation sections for at least 20% of the students' classroom contact.
 - (c) When tutoring assistance is specifically arranged for the enrollments involved.
 - (d) When unanticipated faculty reductions due to illness, death and so on, create a temporary necessity for large sections which cannot be avoided by other means.
 - (e) When classroom space availability is limited and large sections cannot be avoided by other means. This can happen through temporary activities such as building remodeling, or for unanticipated reasons such as structural damage resulting from fire, flood, earthquake or windstorm.
 - (f) When circumstances determine that full use of a large technology-enhanced lecture hall is needed (e.g., JFK library – 189 capacity, Showalter Hall Room 109 – 300 capacity, Martin Hall, Room 158 – 248 capacity).

- (2) Exceptions to Lower Class Size Range:
 - (a) When due to cross-listings where two (2) or more courses are actually taught as one and are credited to the instructor as one course or some other arrangement, such as “stacking” where an instructor teaches multiple levels at the same time.
 - (b) Whenever a small laboratory or performance and simulation section of a larger section cannot be eliminated by shifting students to unfilled larger sections, and when such laboratory or recitations section represents 50% or less of the credit value of the class.
 - (c) When a new course is offered for the first or second time.
 - (d) When a low enrollment course is a specific graduation requirement, necessary for degree progress, or when elimination of the course would unduly delay expected graduation.
 - (e) When a course is required to ensure student completion of a program due to discontinued or “banked” programs, or due to conflicting mandates (e.g., an expectation for dual site offerings).
 - (f) When the assigned faculty limits accommodation of the range guideline.

- (3) It should be understood that some deviations from class size guidelines are not predictable before students enroll and that a decision to proceed despite the standard guidelines is often the best response to the implicit obligation of the college to its students. It is the responsibility of the unit dean, in cooperation with the department chair, to investigate such cases and, if advisable, to attempt to prevent their future occurrence.

D. Requirement of Administrative Discretion/Responsibility of Unit Dean and Department Chair

- (1) When sections of a certain group of courses satisfying general educational requirements have low enrollments, the whole class of offering should be reviewed and a scheme for reducing the number of sections should be devised. When courses essential for progress in a major field of study have low enrollments, the dean and department chair should verify that sufficient alternative courses are offered for normal progress and that surplus offerings are scrupulously avoided. When section enrollments tend to press upper class size range, the number of sections should be increased.
- (2) The unit dean, in cooperation with the appropriate department chair, remains responsible for making decisions which reconcile the divergent demands of quality standards, student needs and cost efficiency.
- (3) The major and minor programs which are essential to the integrity of a liberal arts institution must not be subject to cancellation or suspension due to low enrollments. In addition to assuring major and minor programs, the application of standards for minimum class sizes should be sufficiently lenient to encourage variety in the offerings which satisfy general educational requirements, to permit departments to offer courses which are needed to complement the major programs of students in other departments, and to enable innovations and experimentation.

Note: It is recommended that on-line templates be developed for use when requesting an exception due to the class size ranges identified above for any given course.

APPENDIX F

Definitions

The following terms are defined and/or explained in the Agreement in the Article or Section described:

Assistant Professor – Defined in Section 4.1.

Associate Professor – Defined in 4.2.

Faculty Activity Plan (“FAP”) – Described in Section 7.4.

Faculty in Residence – Defined in Section 4.6.3.

Full Professor – Defined in Section 4.3.

Grievance – Defined in Section 12.2.

Lecturer/Library/Clinical Associate – Defined in Section 4.6.1.

Overload Teaching – Defined in Section 7.7.7.

Quarterly Faculty – Defined in Section 4.7.

Reduction in Force (including the concepts of “layoff,” “recall” and “seniority”) – Described in Article 15.

Senior Lecturer/Senior Library/Senior Clinical Associate – Defined in Section 4.6.2.

Tenure – The tenure process is described in Article 5; the concept of tenure is also described in Appendix C.

Tenure-Track/Probationary Faculty – Described in Section 4.1.

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