# COLLECTIVE BARGAINING AGREEMENT BETWEEN

# THE UNIVERSITY OF AKRON
# AND
# THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, THE UNIVERSITY OF AKRON CHAPTER

Effective July 1, 2026, through June 30, 2029

# Table of Contents


**Article 1 Preamble** ..... 1
Section 1 Agreement ..... 1
Section 2 Purpose ..... 1

**Article 2 Recognition** ..... 2

**Article 3 Management Rights** ..... 3
Section 1 Reservation of Rights ..... 3
Section 2 Specific Management Rights ..... 3

**Article 4 Association Rights** ..... 4
Section 1 Access to Information for Contract Implementation ..... 4
Section 2 Access to University Resources ..... 4
Section 3 Service Recognition ..... 5

**Article 5 Working Environment** ..... 6
Section 1 Facilities and Support ..... 6
Section 2 Renovations ..... 6
Section 3 Health and Safety ..... 6
Section 4 Professional Conduct ..... 6

**Article 6 No Strike/No Lockout** ..... 8
Section 1 Peaceful Resolution of Disputes ..... 8
Section 2 Strike Prohibition ..... 8
Section 3 Sanctions ..... 8
Section 4 No Lockout ..... 8
Section 5 Akron-AAUP Obligations ..... 8
Section 6 Prohibited Actions ..... 8
Section 7 Legal Remedies ..... 9

**Article 7 Nondiscrimination** ..... 10

**Article 8 Senate Bill 1 Reopener** ..... 11

**Article 9 Academic Freedom, Rights, and Responsibilities** ..... 12
Section 1 Sources ..... 12
Section 2 Freedom in Research and Publication ..... 12
Section 3 Freedom in the Classroom ..... 12

Section 4 Freedom of Expression as Citizens ..... 12
Section 5 Professional Ethics ..... 12

**Article 10 Governance** ..... 14
Section 1 Board of Trustees ..... 14
Section 2 Faculty Participation in the Selection of Deans ..... 14
Section 3 Faculty Participation in the Review of Deans ..... 15
Section 4 Faculty Participation in the Selection of Department Chairs or School Directors ..... 16
Section 5 Faculty Participation in the Review of Department Chairs or School Directors ..... 17
Section 6 Faculty Participation in the Selection of the President and Provost ..... 18
Section 7 Meetings between the President of Akron-AAUP and the Provost ..... 20
Section 8 Memorandum of Understanding on Shared Governance ..... 20

**Article 11 Initial Hire** ..... 21

**Article 12 Grievance and Arbitration Procedures** ..... 25
Section 1 Definitions ..... 25
Section 2 Informal Resolution ..... 25
Section 3 Initiation of Formal Grievance ..... 25
Section 4 Step One ..... 26
Section 5 Step Two ..... 26
Section 6 Arbitration ..... 26
Section 7 Arbitrator's Authority and Decision ..... 27
Section 8 Arbitration Procedures ..... 28
Section 9 Time Limits ..... 28
Section 10 Mediation ..... 28

**Article 13 Promotion of Tenure-Track and Tenured Faculty Members** ..... 29
Section 1 Purpose and Scope ..... 29
Section 2 Academic Ranks ..... 29
Section 3 Responsibilities of Tenure-Track and Tenured Faculty Members ..... 29
Section 4 Academic Unit Promotion Guidelines ..... 30
Section 5 Eligibility for Promotion ..... 32
Section 6 Promotion Process ..... 33
Section 7 Candidates with Joint Titles or Joint Appointments ..... 42
Section 8 Appeals ..... 42

**Article 14 Disciplinary Action** ..... 45
Section 1 Just Cause ..... 45
Section 2 Investigation ..... 45
Section 3 Types of Disciplinary Action ..... 45
Section 4 Pre-Discipline Meeting ..... 45
Section 5 Grievance Rights ..... 46
Section 6 Title IX Matters ..... 46

**Article 15 Retrenchment** ..... 48
Section 1 Determining the Necessity for Retrenchment ..... 48
Section 2 Bargaining Unit Reductions through Attrition First ..... 48
Section 3 The Retrenchment Process ..... 48
Section 4 Notice of Release ..... 50
Section 5 Placement and Relocation ..... 50
Section 6 Reinstatement Rights ..... 50
Section 7 Part-Time Teaching Opportunities ..... 51
Section 8 Rank and Tenure upon Reinstatement ..... 51

**Article 16 Compensation** ..... 52
Section 1 Wages ..... 52
Section 2 Merit Increases ..... 53
Section 3 Compression or Market Adjustment ..... 54
Section 4 Promotion Raises ..... 56
Section 5 Bonuses for Prestigious Awards ..... 57
Section 6 Adjustment to Salary Based on Bona Fide Offer, or Other Special Cases ..... 57
Section 7 Compensation for Summer Teaching ..... 57
Section 8 Incentive Separation Benefits ..... 58
Section 9 Distinguished Professor ..... 58

**Article 17 Benefits** ..... 59
Section 1 Insurance Benefits ..... 59
Section 2 Leaves of Absence ..... 61
Section 3 Retirement Plans ..... 67
Section 4 Tuition and Fee Reduction ..... 67
Section 5 Other Benefits ..... 70
Section 6 Parking ..... 70
Section 7 Retiree and Emeritus Faculty Benefits ..... 70

**Article 18 Professional Development** ... 72
Section 1 Purpose ... 72
Section 2 Eligibility ... 72
Section 3 Compensation ... 73
Section 4 Application Contents ... 74
Section 5 Application Criteria ... 74
Section 6 Procedures ... 75
Section 7 Faculty Commitment ... 75
Section 8 University Commitment ... 76

**Article 19 Intellectual Property** ... 77

**Article 20 Distance and Distributed Learning** ... 84
Section 1 Principles and Definitions ... 84
Section 2 Teaching Assignment ... 84
Section 3 Distance Learning Course Development ... 85
Section 4 Ownership ... 85
Section 5 Office Hours ... 87
Section 6 Learning Environment ... 87

**Article 21 Emeritus Faculty** ... 88
Section 1 Qualifications ... 88
Section 2 Procedures ... 88
Section 3 Privileges and Responsibilities ... 88

**Article 22 Distinguished Professor** ... 89
Section 1 Criteria ... 89
Section 2 Applications ... 89
Section 3 Academic Unit-Level Procedures and Timelines ... 90
Section 4 College-Level Procedures and Timelines ... 91
Section 5 University-Level Procedures and Timelines ... 92
Section 6 Recordkeeping Requirements ... 93
Section 7 Compensation ... 93

**Article 23 Legal Protection** ... 94

**Article 24 Professional Activities Outside the University** ... 95
Section 1 Permitted Outside Activities ... 95
Section 2 Annual Disclosure ... 95

Section 3 Use of University Resources ..... 95

**Article 25 Retiree Reemployment** ..... 96

**Article 26 Academic Calendar** ..... 97

Section 1 Calendar Requirements ..... 97

Section 2 Holiday Schedule ..... 97

**Article 27 Workload** ..... 98

**Article 28 Spousal Hires** ..... 99

Section 1 Initiation ..... 99

Section 2 Eligibility ..... 99

Section 3 Levels of Opportunity ..... 99

Section 4 Considerations of Merit ..... 99

Section 5 Receiving Academic Unit ..... 99

Section 6 Hiring Procedures ..... 100

Section 7 Same-Sex Domestic Partners ..... 100

**Article 29 Full-Time Non-Tenure-Track Faculty** ..... 101

Section 1 Non-Tenure-Track Faculty Positions ..... 101

Section 2 Credit for Prior Service upon Initial Appointment ..... 102

Section 3 Reappointment and Promotion Guidelines and Review Process ..... 102

Section 4 Reappointment and Promotion Procedures ..... 107

Section 5 Eligibility to Apply for Tenure-Track Faculty Positions ..... 108

Section 6 Appeals ..... 109

**Article 30 Branch Campus** ..... 110

Section 1 Faculty ..... 110

Section 2 Parking ..... 110

Section 3 Academic Administrators ..... 110

**Article 31 Past Practices** ..... 111

**Article 32 Separability** ..... 112

Section 1 Conflict with Law ..... 112

Section 2 Remainder Unaffected ..... 112

Section 3 Reinstatement of Provisions ..... 112

Section 4 Board Not a Regulatory Authority ..... 112

**Article 33 Duration and Negotiation Procedure** ..... 113
Section 1 Term of Agreement ..... 113
Section 2 Negotiation Procedures ..... 113
Section 3 Midterm Modification ..... 114

**Appendix A: Memorandum of Understanding on Shared Governance** ..... 116
A. Financial Transparency ..... 116
B. Investment in Academic Programs ..... 116
C. Program Viability Review Process ..... 118
D. Reorganization of Academic Units ..... 120

**Appendix B: Medical and Prescription Coverage Information** ..... 122

**Appendix C: Dental and Vision Plan** ..... 124

**Appendix D: Employee Assistance, Disability, and Life Insurance** ..... 125

**Signature Page** ..... 127

# Article 1 Preamble

## Section 1 Agreement

This is an agreement by and between The University of Akron (hereinafter referred to as the "University") and the American Association of University Professors, The University of Akron Chapter (hereinafter referred to as "Akron-AAUP").

## Section 2 Purpose

The purpose of this Agreement is to set forth the understanding between the University and Akron-AAUP as to the terms and conditions of employment of members of the bargaining unit as specified herein.

## Article 2 Recognition

The University recognizes Akron-AAUP as the sole and exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Ohio Revised Code (R.C.) § 4117.01.

The bargaining unit shall include all full-time faculty members of the University of Akron, including librarians holding faculty rank. The following shall be excluded: President; vice presidents; deans; assistant deans and associate deans of colleges; assistants to the President and vice presidents; division chairs and department chairs and school directors; adjunct, part-time, temporary, visiting, and research faculty members; professional staff (formerly contract professional) employees; faculty members whose primary appointment is in the University of Akron School of Law; supervisory employees; and all other employees of the University.

# Article 3 Management Rights

## Section 1 Reservation of Rights

Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees ("Board") and restricts the power of the Board to delegate its authority and responsibility, the University, acting by and through its duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority vested in it, whether exercised or not.

## Section 2 Specific Management Rights

Without limiting the generality of the foregoing, it is understood and agreed that, except as otherwise provided in this Agreement, the Board has the right to adopt new or modify or terminate existing rules, policies, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Board shall also have the right to take any action it considers necessary and proper to effectuate any management right reserved to it by R.C. § 4117.08(C), including:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
B. Direct, supervise, evaluate, or hire employees;
C. Maintain and improve the efficiency and effectiveness of governmental operations;
D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
F. Determine the adequacy of the workforce;
G. Determine the overall mission of the employer as a unit of government;
H. Effectively manage the workforce; and
I. Take actions to carry out the mission of the public employer as a governmental unit.

# Article 4 Association Rights

## Section 1 Access to Information for Contract Implementation

A. At the beginning of the fall semester of each academic year, the University will furnish to Akron-AAUP a complete list of all members of the bargaining unit, including name, academic unit, rank, tenure status, gender, years in service, years in rank, years of highest degrees, and base salary. Interim changes, including promotions, terminations, and new hires of bargaining unit faculty (BUF) members, complete with name, academic unit, rank, tenure status, and base salary when new or changed, will be provided to Akron-AAUP immediately following confirmation of the employment action by the Board or Board designee.
B. Upon written request by Akron-AAUP, the University agrees to make available to Akron-AAUP such data and information that is reasonably related to the enforcement or negotiation of this Agreement and future agreements, including, but not limited to, any and all budgets, financial reports, and student enrollment data.
C. Akron-AAUP will be furnished information regarding Board meetings and actions in accord with Ohio's open meeting and public records laws.

## Section 2 Access to University Resources

A. During the term of this Agreement, the University will allow for the full-time use of a room for union officers and designated union representatives.
B. The University shall provide the following to Akron-AAUP: office and storage space exclusively for the use of Akron-AAUP, and non-exclusive conference room space, as well as a telephone line, computer line, and access to the University's secured network, all as consistent with what the University has provided immediately prior to the effective date of this Agreement.
C. The University will deduct regular union dues, fees, fines, and assessments established under the terms of Akron-AAUP's Constitution, using payroll deduction for BUF members, upon presentation of a signed, written deduction authorization by the BUF member. No member of the bargaining unit shall be required to become a member of Akron-AAUP as a condition of securing or retaining employment at the University. All deductions, together with an alphabetical list of names of BUF members who are members of Akron-AAUP whose dues or fees have been deducted, shall be transmitted to Akron-AAUP no later than the 15$^{th}$ of the following month, and upon receipt, Akron-AAUP shall assume full responsibility for the disposition of all funds deducted. The University shall assess no charge upon Akron-AAUP for administering these deductions.

## Section 3 Service Recognition

For purposes of service recognition only, all University committees and administrators evaluating BUF members' performance shall consider and credit service to the local Akron-AAUP in the same manner as they consider and credit service to all other University committees, and shall consider and credit service to the state and national bodies of the American Association of University Professors (AAUP) in the same manner as they consider and credit service to all other professional associations.

# Article 5 Working Environment

## Section 1 Facilities and Support

The University recognizes the importance of an adequate working environment and supporting services to promote effective teaching, learning, research and creative activities, and service consistent with the University's mission. Therefore, within the limits of available space and resources, as determined by the University, the University shall make a good-faith effort, in a timely fashion, to provide each member of the bargaining unit the following:

A. Suitable office space with appropriate facilities and equipment therein;
B. Adequate administrative, technological, and clerical support;
C. Access to copying services for reasonable academic copying needs;
D. Office and classroom supplies; and
E. Library resources, computer systems, classrooms, and laboratories that are responsive to BUF and student needs.

## Section 2 Renovations

During physical renovations that affect BUF offices or laboratories, administration personnel shall meet with the affected faculty member long enough before renovations begin to discuss the anticipated schedule, to formulate a plan for providing temporary resources for faculty members, and to take into account faculty input regarding these issues and consider making adjustments based upon faculty input. If the renovations take more than 1 calendar month, they shall meet monthly (during the academic year only) with affected faculty to provide updates on the schedule.

## Section 3 Health and Safety

The University will respond in a timely fashion to reasonable requests from the BUF for measures to secure hazardous materials and will also address concerns or issues related to compliance with applicable Occupational Safety and Health Administration (OSHA) standards, as incorporated by state law, R.C. § 4167.07 and Ohio Administrative Code (O.A.C.) § 4167-3-01. The University will timely notify Akron-AAUP of any such request and the University's response, as well as any instance of noncompliance with applicable OSHA standards of which the University has been made aware.

## Section 4 Professional Conduct

As colleagues, BUF members and academic administrators have obligations that derive from common membership in the community of scholars. Behavior that tends to create or contributes to a hostile, demeaning, or humiliating environment, including, but not limited to, abusive language, intimidation, or retaliation, will not be tolerated. Colleagues shall respect and

defend their colleagues' freedom of inquiry. In the exchange of criticism and ideas, colleagues shall show respect for the opinions of others. Both BUF members and academic administrators shall strive to be objective in their professional judgment of their colleagues.

# Article 6 No Strike/No Lockout

## Section 1 Peaceful Resolution of Disputes

The University and Akron-AAUP agree that all differences arising under this Agreement shall be resolved by peaceful and appropriate means without any interruption of or interference with the University's programs or operations.

## Section 2 Strike Prohibition

Pursuant to R.C. § 4117.14(D)(1), full-time BUF members are prohibited from striking and instead shall submit the matter to the final offer settlement procedure prescribed in said Code provision. Akron-AAUP and its agents and officials will not instigate, cause, support, aid, finance, condone, authorize, or participate in, nor shall the BUF instigate, cause, support, aid, finance, condone, authorize, or participate in, any strike, sympathy strike, or any action that would diminish the quantity or quality or interfere with the operations or programs of the University. Such prohibited actions include, but are not limited to, any violations of R.C. §§ 4117.01(H) and 4117.01(I).

## Section 3 Sanctions

Any member of the bargaining unit who engages in any activity in violation of R.C. § 4117.14(D)(1) or this Article shall be subject to the imposition of sanctions up to and including dismissal.

## Section 4 No Lockout

Neither the University nor its agents or representatives shall conduct a lockout of the BUF during the term of this Agreement.

## Section 5 Akron-AAUP Obligations

Akron-AAUP shall inform all members of the BUF concerning their obligations under the provisions of this Article, and the necessity of complying with these obligations, and shall further inform the BUF that Akron-AAUP disapproves of any action that violates this Article or R.C. § 4117.14(D)(1).

## Section 6 Prohibited Actions

Neither Akron-AAUP nor any of its BUF members shall engage in any action in violation of R.C. § 4117.18. The University retains all rights accorded to it pursuant to R.C. Chapter 4117 in responding to any activity prohibited by this Article.

## Section 7 Legal Remedies

Nothing contained in this Agreement shall preclude or be construed to preclude the University or Akron-AAUP from seeking available remedies in a court of law for violation of this Article, including but not limited to, seeking injunctive relief pursuant to R.C. § 4117.15(A) in the court of common pleas of the county in which the strike is located.

## Article 7 Nondiscrimination

The University of Akron recognizes its legal duty to operate under nondiscrimination provisions of R.C. Title 41; Titles VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Section 504 of the Rehabilitation Act of 1973; Vietnam Era Veterans' Readjustment Assistance Act, as amended; Age Discrimination in Employment Act of 1967, as amended; Title II of the Genetic Information Nondiscrimination Act of 2008; and the Americans with Disabilities Act of 1990, as amended. The University and Akron-AAUP shall refrain from discriminating in violation of said provisions of law or O.A.C. § 3359-11-13(A)(4). The University recognizes its legal duty to refrain from discriminating against or harassing any BUF member on account of their membership in or activities on behalf of Akron-AAUP.

## Article 8 Senate Bill 1 Reopener

Should the Advance Ohio Higher Education Act (Substitute Senate Bill 1, 136th General Assembly) be amended, inapplicable, void, repealed, stayed, or unenforceable for any reason, Akron-AAUP may, in its discretion, reopen any provision of this Agreement affected by such a change to the law. For example, a restoration of Akron-AAUP's right to bargain over a subject would affect any provision of this Agreement addressing that subject. If this Agreement is reopened pursuant to this paragraph, the parties shall follow the negotiation procedure set forth in Article 33, Section 2, unless they agree to a different procedure.

# Article 9 Academic Freedom, Rights, and Responsibilities

## Section 1 Sources

The parties subscribe to the following statements drawn from the 1940 Statement of Principles on Academic Freedom and Tenure (Sections 2-4 below), and from the Statement on Professional Ethics (Section 5 below), both issued by the American Association of University Professors.

## Section 2 Freedom in Research and Publication

BUF members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon a prior understanding with the authorities of the institution. The principles of academic freedom and freedom of inquiry shall be interpreted to include freedom of expression in both traditional print and newly emerging electronic formats such as the creation of digital images, websites, or home pages.

## Section 3 Freedom in the Classroom

BUF members are entitled to freedom in the classroom (including the virtual classroom) in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

## Section 4 Freedom of Expression as Citizens

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

## Section 5 Professional Ethics

A. Members of the bargaining unit, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end BUF members shall devote their energies to developing and improving their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice

intellectual honesty. Although BUF members may follow subsidiary interests, those interests must never seriously hamper or compromise their freedom of inquiry.

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

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

# Article 10 Governance

## Definition

**Deans:** For the purposes of this Article, deans include only those deans who oversee academic units or faculty.

## Section 1 Board of Trustees

The government of the University is vested in a board of 11 trustees who shall be appointed by the Governor, with the advice and consent of the Ohio Senate. The authority of government vested by law in the Board shall in fact be exercised by the Board. The Board may consult with Faculty Senate about shared collegial academic governance in such fundamental areas as curriculum, subject matter and methods of instruction, and faculty research. Administrative decisions about the utilization of available resources, organizational structure, the operation and staffing of all auxiliary facilities, and administrative personnel shall be the exclusive prerogative of the Board, consistent with Article 3 (Management Rights).

Notwithstanding the exclusive right of Akron-AAUP to negotiate and reach agreement on terms and conditions of employment, recognized in Article 2 (Recognition), and the right of the University to carry out its ordinary and customary functions of management, recognized in Article 3 (Management Rights), the parties agree that it is mutually desirable that the collegial system of shared academic governance be maintained and strengthened so that faculty will have a mechanism and procedures, independent of collective bargaining, for appropriate participation in the governance of the University.

The Board and Akron-AAUP recognize that interdependence among the constituents of the University serves to enhance the University's ability to address educational issues and that this interdependence necessitates that the BUF and others have roles in: (a) the selection of the President, the Provost, academic deans, and department chairs or school directors; and (b) the performance reviews of the academic deans, and department chairs or school directors. The recommendation for the positions of academic deans and department chairs or school directors to the Board (or the Board's designee) shall be the responsibility of the President. Such recommendation shall be made with the advice of, in consultation with, and with participation of the appropriate BUF as set out below.

## Section 2 Faculty Participation in the Selection of Deans

The deans are appointed by the Board (or the Board's designee) upon recommendation of the President through the Provost. They hold office at the discretion of the President, are responsible to the President through the Provost, and are selected as follows:

A. A search committee shall be appointed by the Provost.
    1. The Provost meets with the department chairs or school directors and other college academic administrators to assess strengths and areas of concern for the college.
    2. Department chairs or school directors and other academic administrators submit to the Provost a recommended list of at least 5 potential college representatives to serve on the search committee. This list must contain at least 3 BUF members.
    3. The college BUF submit to the Provost a recommended list of at least 5 elected BUF representatives to serve on the search committee.
    4. The Provost will appoint a search committee, chaired by a dean, which will include at least 2 BUF members from the list recommended by the department chairs or school directors and at least 2 others from the list of elected BUF members. Other college, University, or community members will be appointed to represent the wide range of individual expertise in the college, including, but not limited to, varying lengths of tenure with the University, excellence in teaching, research, and service especially in collaboration with other campus units and community partners, and administrative and faculty roles.
B. The search committee evaluates candidates and provides its evaluation and recommendation to the Provost.

## Section 3 Faculty Participation in the Review of Deans

The dean shall establish annual goals which shall be communicated to all members of the college. The Provost shall annually assess the performance of the dean measured against those goals.

A. Deans, and those who have served into their fourth year as interim deans, shall be subject to a more formal review every 4 years. The review will be coordinated by a person designated by the Provost. To assist the Provost in the conduct of the review, there shall be established a review committee that shall be comprised as follows:
    1. A dean from another college, excluding the Provost's designee coordinating the review, shall be appointed by the Provost to serve as the chair of the committee.
    2. At least 1 member from the college professional staff constituency selected by the Provost from a list provided by the dean.
    3. At least 1 member from the college staff constituency selected by the Provost from a list provided by the dean.
    4. At least 4 members of the bargaining unit, of whom at least 3 are elected by the BUF and 1 is appointed by the Provost.
    5. At least 1 department chair or school director selected by the Provost from a list provided by the dean.

The review committee shall be established by the end of week 7 of the fall semester. The Provost shall provide direction to the review committee prior to the commencement of the review.

B. Deans under review shall provide to the review committee materials which are necessary and appropriate to the review process. These shall include a self-study by the dean under review, which details accomplishments of management and leadership, problems encountered, and solutions provided thereto, and other issues perceived by the dean as germane to their performance. The self-study shall be made available to college faculty and staff before the end of week 7 of the fall semester and to the review committee once constituted.
C. The evaluation process shall include the opportunity for individual BUF members to make professional written qualitative and summary evaluations of the dean, which are held anonymous to the extent permitted by law. The review committee's recommendation shall include a summary of the individual BUF members' evaluations. The committee's evaluation shall be reported to the Provost and communicated to the dean by the Provost by the end of week 4 of the spring semester.
D. The Provost shall conduct an independent review of the dean taking into consideration the review committee's report. The Provost shall then meet with the dean and convey the results of the Provost's review. In the event the dean determines not to continue as dean following this meeting, the Provost shall communicate this decision to the review committee, the bargaining unit, professional staff, and staff of the college. Otherwise, the Provost shall meet with the review committee and convey the results of the Provost's review in writing. By the end of week 7 of the spring semester, the results of the Provost's review shall be communicated to the bargaining unit, professional staff, and staff of the college and shall include the Provost's recommendation for the dean.

## Section 4 Faculty Participation in the Selection of Department Chairs or School Directors

Department chairs or school directors are appointed by the Board (or the Board's designee) with the advice of and upon recommendation of the BUF, the dean of the college, the Provost, and the President. Each shall be appointed for an initial term recommended by the President but of not more than 4 years; they hold office at the discretion of the President; they are responsible to the deans of their colleges; and they are the representatives and academic leaders of the academic unit BUF.

A. When a vacancy occurs in an academic administrative appointment of a department chair or school director, the dean confers with the Provost about the need for an interim appointment of a current employee. This appointment will generally be up to 1 year. No

search process or waiver is necessary in these circumstances; it is sufficient to make the availability of the position public along with any requirements for the interim appointee's qualifications and experience. The Provost and the dean will then construct a process that obtains the advice of the academic unit's BUF, staff, and professional staff.

B. A search committee shall be utilized regarding the permanent appointment of department chairs or school directors; each is selected and shall hold office as follows:
    1. The search committee is appointed by the dean of the college. The dean shall appoint at least 2 committee members from a pool of BUF members selected by the academic unit, and the BUF members, whether selected or appointed, shall constitute a majority of the committee. Other members will be appointed to represent the wide range of individual expertise in the academic unit, including, but not limited to, varying lengths of tenure with the University, excellence in teaching, research, and service especially in collaboration with other campus units, community partners, and administrative and faculty roles.
    2. The search committee evaluates candidates and provides its evaluation and recommendation to the dean. The evaluation process shall include the opportunity for individual BUF members to make written qualitative and summary evaluations of each candidate which are held anonymous to the extent permitted by law. The committee's recommendation shall include a summary of the individual BUF members' evaluations. Whenever possible, the search committee should recommend multiple candidates.
C. Department chairs or school directors are selected by the appropriate dean, who, after providing a mechanism for discussion with the academic unit faculty (for example, a meeting with prior notice) and after consulting with the Provost, recommends the candidate for approval by the President and the Board (or the Board's designee).

## Section 5 Faculty Participation in the Review of Department Chairs or School Directors

In consultation with the BUF of the academic unit and with the concurrence of the dean, the department chair or school director will establish annual goals. The dean shall assess annually the performance of the department chair or school director measured against those goals and shall report the results of that assessment to the department chair or school director and the academic unit BUF.

During the final year of the department chair's or school director's term of appointment, those who wish to be considered for an additional term shall be subject to a formal performance review of the preceding term. The review shall also apply to those (regardless of primary title) who have served into their fourth year as interim department chair or school director.

The review shall include:

A. A faculty review:
    1. An evaluation of the department chair's or school director's performance shall be conducted by a committee of 4 members of the bargaining unit of the academic unit: 2 elected by the BUF, 1 appointed by the dean, and 1 appointed by the Provost.
    2. The evaluation shall be conducted according to the process set forth in the college and academic unit guidelines and approved by the dean and the Provost.
    3. The evaluation process shall include the opportunity for individual BUF members who are not on the evaluation committee to make professional written qualitative and summary evaluations of the department chair or school director, which are held anonymous to the extent permitted by law. The committee's recommendation shall include a summary of the individual BUF members' evaluations.
    4. The faculty review shall begin by the end of week 7 of the fall semester.
    5. The committee shall report its recommendation to the dean after conferring with the BUF by a process established in the college's guidelines, by the end of week 4 of the following spring semester.
B. A decanal review:
    1. The dean shall conduct an independent evaluation of the department chair or school director by a method appropriate to the unit and approved by the Provost.
    2. The results of the dean's review shall be communicated to the department chair or school director by the end of week 7 of the following spring semester. In the event the department chair or school director determines not to continue to serve in this capacity following their meeting with the dean, the dean shall communicate this decision to the BUF by the end of week 7. Otherwise, the dean shall communicate to the bargaining unit the dean's decision by the end of week 7.

## Section 6 Faculty Participation in the Selection of the President and Provost

A. President: In recognition of the legitimate concerns and interests of BUF members and their bargaining unit representative, Akron-AAUP, when the University selects a President, the following shall occur:
    1. Prior to the invitation for nominations or applications of candidates, Akron-AAUP shall have the opportunity to meet with the presidential advisory and screening subcommittee of the Board of Trustees to provide input concerning the proposed criteria, process, and scheduling for the search for the President, and to submit suggested criteria and direction to be provided to any third-party search firm.
    2. A Presidential Search Committee shall be formed which shall include at least the Board of Trustees and the President of Akron-AAUP. If any other University

constituency group other than the Board of Trustees or Akron-AAUP has more than 1 representative on the Presidential Search Committee, Akron-AAUP shall have at least equal representation as any other University constituency group. All members of the search committee shall:

a. Participate equally in the search process, including with respect to asking questions of interviewees, discussing the strengths and weaknesses of candidates, and forwarding candidates through rounds of screenings;
b. Have access to all presidential search materials, documents, and information; and
c. Be included in all Presidential Search Committee discussions held to evaluate the candidates.

3. The Presidential Search Committee shall recommend those individual(s) to be considered for employment as President by the Board of Trustees.
4. Members of the Presidential Search Committee who are not members of the Board of Trustees shall be required to execute a confidentiality agreement as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the process. Participants may disclose their reasons for support or nonsupport for the chosen candidate so long as the reasons stated are based upon publicly available information. Participants may not disclose the names of any other candidates.
5. The final successful candidate shall be approved by a formal vote of the Board of Trustees at a public meeting.

B. Senior Vice President and Provost: In recognition of the legitimate concerns and interests of BUF members and their bargaining unit representative, Akron-AAUP, when the University selects a Provost, the following shall occur:

1. Prior to the invitation for nominations or applications of candidates for Provost, Akron-AAUP shall have the opportunity to provide input concerning the proposed criteria and process and to submit suggested criteria and direction to be provided to any third-party search firm.
2. The search committee shall include a representative of Akron-AAUP.
3. The Akron-AAUP representative shall be required to execute a confidentiality agreement the same as any executed by other members of the search committee who are not members of the Board of Trustees as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the process. Participants may disclose their reasons for support or nonsupport for the chosen candidate so long as the reasons stated do not divulge search committee deliberations or the reasons stated are based upon publicly available information.

Participants may not disclose the identities of any other candidates, not otherwise publicly disclosed.

4. The search committee will review the candidates and interview semifinalist candidates confidentially. The search committee will advance to the President the names of 2 or 3 individuals to be considered for the position of Provost.
5. Three Akron-AAUP members, at least one of whom is chosen by Akron-AAUP, will be given the opportunity to provide their collective views on the finalist candidates to the President.

## Section 7 Meetings between the President of Akron-AAUP and the Provost

The President of Akron-AAUP and the Provost, or their respective designees, shall meet as necessary to discuss implementation issues with respect to this Article and any other provision of this Agreement.

## Section 8 Memorandum of Understanding on Shared Governance

The parties' Memorandum of Understanding on Shared Governance is part of this Agreement and can be found in Appendix A. It covers financial transparency, faculty input on academic investment, program viability review, and the reorganization or renaming of academic units. An alleged violation of the Memorandum of Understanding may be grieved under Article 12.

## Article 11 Initial Hire

All tenured, tenure-track (TT), and non-tenure-track (NTT) BUF members are eligible to serve on a BUF hiring committee if they complete the required hiring committee training before they actively participate in the search process.

The following procedures for the hiring of BUF members shall be followed.

A. Position Approval
    1. The department chair or school director submits the position request to the dean of the college after consulting with the BUF members of the academic unit.
    2. The dean either approves the request and submits it through the proper channels according to the current procedures or disapproves it and notifies the academic unit of the decision and the reason(s) for the disapproval.

B. Formation of Search Committee
    1. The members of the search committee are selected by the BUF of the academic unit.
    2. The search committee shall be composed as follows:
        a. It shall have at least 3 members.
        b. At least 60% of its members shall be BUF members.
        c. It may include individuals from outside the academic unit.
        d. The search committee elects a chair from among its members.

C. Search Plan
    1. The search committee develops a search plan, which shall include the search criteria and may include the text of the advertisement, places or venues in which the position is to be advertised, the period during which the position is to be advertised, and the search budget, and submits the plan to the department chair or school director.
    2. The department chair or school director approves or amends the search budget and identifies sources of funding.
    3. The department chair or school director transmits the search plan to the dean for approval.
    4. The dean either approves the search plan and transmits it through the proper channels according to the current procedures or disapproves it and notifies the academic unit of the decision and reason(s) for the disapproval.

D. Conduct of Search
    1. The search committee executes the search plan in accordance with requirements and academic unit guidelines.
    2. Applications, held as confidential by the committee, are screened by the committee, and those that do not meet the minimum criteria stated in the search plan are

eliminated from the pool. The pool of candidates meeting the minimum criteria may be reduced to a short list.

3. The chair of the search committee submits a list of the candidates for screening interviews and interview questions to the department chair or school director. If the search committee reduced the pool of qualified applicants as provided in the previous paragraph, the search committee provides a rationale for its selections.
4. The department chair or school director either approves the list of candidates for screening interviews and interview questions and submits the request through the proper channels according to the current procedures or disapproves it and immediately confers with the search committee to achieve a resolution.
5. After Human Resources determines that the equal employment opportunity and all other applicable legal requirements have been met, it approves the list of candidates for screening interviews and interview questions. If the requirements have not been met, Human Resources works with the search committee to resolve the issue(s) promptly.
6. The search committee conducts the screening interviews, decides which candidates to invite for final interviews and, ordinarily, campus visits, and creates a list of those candidates and interview questions. The chair of the search committee transmits this list to the department chair or school director.
7. The department chair or school director approves the list of candidates to be invited for final interviews and interview questions and transmits it to the dean.
8. The dean then submits the request through the proper channels according to current procedures.
9. During the search process, the search committee may discuss current working conditions and reasonable expectations for applicants, but the search committee has no authority to make guarantees to applicants about future terms and conditions of employment, including workload and salary.

E. Academic Unit Approval of Candidates

1. After the list of candidates to be invited for final interviews has been approved, the search committee schedules the final interviews and, if applicable, campus visits, including interviews with the search committee and opportunities for the BUF of the academic unit, the department chair or school director, and the dean to meet with the candidate.
2. After the final interviews are completed, the search committee makes recommendations concerning each of the candidates and presents those recommendations, including any minority views within the search committee, to the BUF of the academic unit in a meeting. After deliberation, the BUF of the academic unit and any search committee members from outside the academic unit vote by

secret ballot whether to recommend or not recommend each candidate. A majority vote of those present at the meeting is required for a positive recommendation for each candidate. The recommended candidates (if there is more than one) are then ranked in order of preference. The process by which candidates are ranked is determined by the academic unit.

3. The search committee produces and transmits to the department chair or school director a written report presenting the academic unit's recommendations for or against each candidate, a tally of the votes for and against each, the ranking of each of the recommended candidates, and supporting rationales, which may include, for example, the perceived strengths and weaknesses of each.
4. In cases of appointment with advanced rank with or without tenure, the report indicates how the candidates meet the rank and, if applicable, tenure criteria. The report also documents a favorable vote on such advanced rank and, if applicable, tenure by those in the academic unit who are entitled to vote on such matters.
5. Upon receiving the report of the academic unit's recommendations, the department chair or school director makes a separate recommendation, which is to be considered sequential, not hierarchical, and submits this recommendation along with the search committee's report of the academic unit's recommendation to the dean.

F. College and University Approval of Candidates
   1. Upon receiving the reports of the academic unit's recommendation and the recommendation of the department chair or school director, the dean makes a separate recommendation, which is to be considered sequential, not hierarchical. The dean transmits their own recommendation along with those of the academic unit and the department chair or school director to the Provost.
   2. Upon receiving the recommendations of the academic unit, the department chair or school director, and the dean, the Provost either authorizes the making of an offer to one or more of the candidates, reopens the search, or declares it failed.
   3. If the Provost either reopens the search or declares it failed, the Provost provides a statement of the reason(s) for such decision to the dean, the department chair or school director, the BUF members of the academic unit, and the search committee.

G. Hiring
   1. If the Provost authorizes the making of an offer to one or more of the candidates, the Provost shall inform the dean of such authorization, and the dean shall offer the candidate(s) employment at the University pending approval by the Board of Trustees or its designee. The Provost's approval of and the countersignature on all letters of offer are required.

2. The appointment of BUF members is subject to the approval of the Board of Trustees or its designee. No officer, dean, committee, or other such entity shall have the authority to employ or set the compensation or other terms of employment except the Board of Trustees or its designee. All offers of employment as BUF shall be subject to this condition.
3. The department chair or school director shall provide a copy of the academic unit's reappointment, tenure, and promotion guidelines and criteria and a copy of this Agreement to all newly appointed BUF members.
4. The guidelines and criteria for BUF members with joint appointments are, by default, those of their primary academic unit for the first year. Thereafter, at the request of the individual, the academic units may develop hybrid guidelines. These guidelines shall be determined jointly by the tenured BUF of both the primary and secondary academic units, in consultation with the department chair or school director of each such unit, and with the concurrence of the dean(s) and the Provost. The guidelines and criteria may be those of the primary academic unit or a well-defined hybrid of those of the primary and secondary academic units. The individual has the right to adopt the new hybrid guidelines or remain under their primary academic unit's guidelines.

# Article 12 Grievance and Arbitration Procedures

## Section 1 Definitions

A. "Grievance" means any dispute between the University and Akron-AAUP or between the University and a bargaining unit employee (also referred to as a BUF member) with respect to the interpretation, application, or violation of any of the provisions of this Agreement, subject to those exclusions appearing in other articles in this Agreement.
B. "Grievant" means either a BUF member or Akron-AAUP, who or which pursues a Grievance under this Article.
C. "Day" means Monday through Friday when University classes are scheduled and in session.
D. Akron-AAUP shall appoint a Grievance Officer (GO) and provide their contact information to the University.
E. The University shall appoint a Grievance Administrator (GA) and provide their contact information to Akron-AAUP.

## Section 2 Informal Resolution

A. Nothing contained in this Article will be construed to prevent the informal adjustment of any grievance. The parties agree that, whenever possible, disputes shall be resolved informally, and the parties encourage open communication so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance, the Grievant and the appropriate University administrator (Provost, dean, department chair or school director, or faculty coordinator with supervisory responsibility) shall make a reasonable effort to meet and adjust the grievance in an informal manner. Such required informal adjustment must occur within 20 days after the Grievant knew, or through the exercise of reasonable diligence, should have known of the events on which the grievance is based. Unless the University and the Grievant agree otherwise, such informal adjustment shall continue for no less than 15 days after the initiation of the informal resolution process, after which either the Grievant or the University may terminate the process by giving notice to the other party.
B. While an individual Grievant has the right to be advised or assisted by Akron-AAUP in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without Akron-AAUP's assistance shall not be binding upon Akron-AAUP or any BUF member other than the Grievant.

## Section 3 Initiation of Formal Grievance

A. The formal grievance process shall be initiated by reducing the grievance to writing, signed and dated by the Grievant or the GO and provided to the GA within 20 days after

the conclusion of the informal process set forth in Section 2 of this Article. The formal grievance document shall state the events upon which the grievance is based, the basis for the grievance, including the specific Articles or Sections of this Agreement (or University rules or practices that are alleged to have been violated), and specify the relief and remedy sought and shall be submitted to the University GA via email. However, the failure to comply with any of these specific requirements regarding the grievance document shall not be a basis for claiming that the grievance is untimely, or for denying the grievance, so long as any missing information is provided at the initial meeting.

B. If all parties agree, a grievance may be initiated at Step Two.

## Section 4 Step One

Within 10 days of receiving the formal grievance document, the GA will schedule a Step One meeting involving the dean or the dean's representative, the Grievant, and the GO. The Step One meeting will occur at a time and place convenient to all parties no later than 10 days after the GA's receipt of the formal grievance document. Within 10 days after the Step One meeting, the GA shall provide the GO and the Grievant with a written response via email.

## Section 5 Step Two

If the GO and the Grievant are not satisfied with the GA's Step One response to the formal grievance, the grievance may be advanced to Step Two by Akron-AAUP filing a written Notice of Appeal with the GA within 10 days after the receipt by Akron-AAUP of the Step One response. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within 10 days of receipt of such Notice of Appeal, a Step Two hearing, with the Provost or designees, the Grievant, the GO, and the GA will be scheduled by the GA. The Provost and the President of Akron-AAUP may reasonably include other representatives in the meeting. The GA shall send a written disposition of the formal grievance, via email, to both the Grievant and the GO within 10 days following the conclusion of the Step Two hearing.

## Section 6 Arbitration

If Akron-AAUP is not satisfied with the University's Step Two written disposition, it may, at its sole discretion, within 20 days of the receipt of the Step Two answer, appeal the grievance to arbitration. Any appeals to arbitration made hereunder shall be initiated by giving written notice of such appeal to the Federal Mediation and Conciliation Service (FMCS) and simultaneous written notice to the GA.

A. Within 5 days following receipt of a list of arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators, if the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one name

remains. Which party strikes first shall be determined by a flip of a coin, or as the parties otherwise may agree. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew. However, in the event either party finds the initial panel to be unacceptable, it may reject the same and request a new panel at its expense. The party which did not reject the first panel shall have the option of having the parties alternately strike from the second panel only or from both panels. Nothing herein shall preclude the parties from selecting a mutually acceptable arbitrator.

B. The procedural format for arbitration shall be either: (a) the FMCS rules for voluntary labor arbitration or (b) the FMCS rules for expedited labor arbitration. If the parties cannot agree in advance of the date the notice of appeal to arbitration is to be filed, as to the procedural format to be followed, the arbitration shall be conducted under the FMCS rules for voluntary labor arbitration.
C. In the event FMCS is not providing the services required by this Section (either temporarily or permanently), the parties shall use the American Arbitration Association's (AAA) labor arbitration "list only" service or an equivalent service offered by AAA.
D. Two days prior to the hearing, the parties will exchange the names of all witnesses to be called and exhibits to be introduced during their case-in-chief.
E. The matter may be submitted to the arbitrator for decision based on written briefs without a hearing if the parties so agree.

## Section 7 Arbitrator's Authority and Decision

A. The arbitrator shall have no authority to vary the procedures (including any time limit) prescribed herein or otherwise to add to, subtract from, or modify the terms of the Agreement. The arbitrator's task shall be to interpret the specific provisions which the Grievant or GO alleges that the University has violated.
B. The arbitrator's decision will be rendered in writing within 30 days of the conclusion of the hearing or 20 days from their receipt of the briefs, whichever is later, unless the parties mutually agree to a later date.
C. Arbitration decisions shall be in writing, and the arbitrator shall explain their reasoning within the decision. The arbitrator's decision will be final and binding on the University and Akron-AAUP and may be enforced in any court of competent jurisdiction. If either party seeks clarification of the arbitrator's decision or seeks to request the arbitrator's assistance regarding implementation of the remedy, any such communication to the arbitrator shall only be done jointly by the parties.

## Section 8 Arbitration Procedures

A. If the procedural arbitrability of the grievance is challenged, the issue of procedural arbitrability shall be heard and decided by written opinion before the grievance is heard on its merits.
B. The arbitrator shall not hear multiple grievances in the same hearing unless the issues are identical or the parties mutually agree otherwise.
C. The Grievant shall be restricted to the specific section(s) of this Agreement alleged to have been violated in the grievance and the documents relating to Steps One and Two.
D. Either party shall have the right to have the hearing transcribed at its own cost and to submit a post-hearing brief.
E. In disciplinary cases, evidence of all relevant prior offenses or misconduct shall be admissible.
F. The arbitrator shall not consider any statement made by a federal or state mediator unless that statement was made at the table to both parties.
G. The University and Akron-AAUP will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses.

## Section 9 Time Limits

A. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. Any such extension or contraction of the time limits does not constitute a waiver of the right to insist on the time limits on any other grievance or arbitration.
B. Failure of either party to abide by the time limits shall result, at the other party's option, in the advancement of the grievance to the next step.

## Section 10 Mediation

Notwithstanding the other provisions of this Article, the GO and the GA may agree, in writing, to mediation at any time during the grievance or arbitration process. Such mediation shall pause the applicable time limits.

# Article 13 Promotion of Tenure-Track and Tenured Faculty Members

## Section 1 Purpose and Scope

A. This Article is intended to prescribe a process for the promotion in rank of tenure-track and tenured faculty members that is fair, consistent, and faculty driven, and that provides such faculty members at the rank of assistant professor with regular feedback on their progress toward promotion to the rank of associate professor.
B. The parties to this Agreement recognize that Ohio law prohibits collective bargaining about the process by which indefinite tenure is awarded to tenure-track faculty members. Nothing in this Article or elsewhere in this Agreement shall be construed to apply to the tenure process. Promotion is independent of and, accordingly, does not guarantee tenure.

## Section 2 Academic Ranks

There are 3 ranks of tenure-track and tenured faculty members: assistant professor, associate professor, and professor. Assistant professor is the entry-level rank; associate professor is the intermediate rank; and professor is the senior rank. ("Distinguished Professor" is a title awarded to certain tenured faculty members at the rank of professor, pursuant to Article 22. It is not a rank.)

## Section 3 Responsibilities of Tenure-Track and Tenured Faculty Members

Tenure-track and tenured faculty members' responsibilities include teaching; research, scholarship, and other creative professional work; and service to their academic unit and college, the University, and the public. Not all tenure-track and tenured faculty members are required to engage in activities in all specific categories enumerated below; academic unit promotion guidelines determine which activities are required of faculty members in each unit. Academic unit promotion guidelines shall specify whether advising and mentoring activities are evaluated under teaching or service and may have additional requirements in any of the categories.

A. Teaching includes activities in the following categories:
    1. Instruction of students;
    2. Advising and mentoring students, including the supervision of undergraduate or graduate students working on research projects and creative activities;
    3. The development, revision, and implementation of
        a. Innovative teaching techniques;
        b. Curriculum; and
        c. Academic programs;

4. Community-engaged instruction;
5. Accreditation activities; and
6. Grant activities focused on student learning, teacher training, and “action research” not intended to lead to scholarly products.

B. Research, scholarship, and other creative professional work include activities in the following categories:
   1. Authorship of published works;
   2. Presentation of the results of scholarly or creative activity; and
   3. Grant funding or development activity focused on the advancement of knowledge or creative work in the discipline, including the scholarship of teaching and learning, that is intended to lead to scholarly products.

C. Service includes the activities in the following categories:
   1. Participation in professional organizations;
   2. Service to the University;
   3. Service to the college;
   4. Service to the academic unit;
   5. Discipline-related service to the community;
   6. Grant activity that does not have a scholarly, research, or teaching component; and
   7. Activities related to advising or mentoring students, including undergraduate or graduate students working on research or creative projects.

## Section 4 Academic Unit Promotion Guidelines

A. Each academic unit shall have guidelines for the promotion of its members, which shall be available in the offices of the academic unit, the dean of the college, and the Provost.

B. All newly developed or revised guidelines shall be adopted by a two-thirds vote of the BUF within the unit. New or revised guidelines shall be submitted to the department chair or school director by the end of week 5 of the spring semester. The department chair or school director, the dean, and the Provost shall review the guidelines and provide feedback as appropriate by the end of week 10 of the spring semester. If such feedback requires modification of the proposed guidelines, the BUF shall resubmit the guidelines by the end of week 15 of the spring semester. Once approved by the Provost, the guidelines shall take effect for candidates who submit letters of intent during the spring semester of the following calendar year.

C. Content of guidelines

1. Academic unit guidelines shall be suited to the disciplinary norms and particular needs of the academic unit but shall be consistent with the provisions of this Article. In case of conflict between academic unit guidelines and this Article, the latter shall govern.
2. Academic unit guidelines shall require the evaluation of candidates for promotion in the following 4 areas: teaching; scholarship, including, as appropriate to the discipline, research or creative works; service; and professional conduct.
3. Academic unit guidelines shall require that any conditions included in the candidate's letter of initial appointment be taken into consideration.
4. Academic unit guidelines shall enumerate clear and specific minimum criteria that a candidate must meet to be recommended for promotion. The guidelines may include both quantitative and qualitative criteria relevant to the discipline(s) represented in the academic unit.
5. Academic unit guidelines may, but need not, permit scholarly achievements made by the candidate before the beginning of their tenure-track service to the University to be considered in the promotion process.
6. Academic unit guidelines shall require compliance with the following rules, policies, and standards:
    a. All applicable University rules and policies;
    b. The AAUP's Statement on Professional Ethics;
    c. Other professional ethics policies approved by AAUP's Committee B (on professional ethics) and published by AAUP; and
    d. Codes of conduct or ethics promulgated by professional organizations in the relevant disciplines.
7. Academic unit guidelines shall enumerate the specific materials that are to be included in each candidate's promotion file including student evaluation results.

D. Applicability of academic unit promotion criteria
    1. Promotion to associate professor. Candidates for promotion to the rank of associate professor shall be evaluated under the academic unit promotion criteria in effect at the time of their initial appointment unless those criteria have since been revised, in which case they may choose to be evaluated under the criteria in effect at the time of their initial appointment or the revised criteria in effect at the time they apply for promotion. A candidate whose application for promotion is denied may not later reverse their choice of criteria. However, if the criteria are revised again after the candidate's unsuccessful application, the candidate may choose between the criteria the candidate previously chose to be evaluated under and the criteria in effect at the time of the candidate's subsequent application. Any choice of criteria must be expressed in the candidate's letter of intent to apply for promotion.

2. Promotion to professor. A candidate for promotion to the rank of professor may choose to be evaluated under the following academic unit promotion criteria:
    a. The most recent of the following:
        i. The criteria in effect when the candidate was promoted to the rank of associate professor;
        ii. The criteria in effect 5 years before the candidate's application for promotion to the rank of professor; and
        iii. The criteria in effect at the time of the candidate's initial appointment if the candidate was appointed at the rank of associate professor; or
    b. Any set of criteria that went into effect after the most recent of those enumerated above in (a).

## Section 5 Eligibility for Promotion

A. Promotion to associate professor: Tenure-track faculty members at the rank of assistant professor are eligible to apply for promotion to the rank of associate professor if the following conditions are met:
    1. The candidate has completed at least 2 years of active service to the University (i.e., the candidate's letter of intent to apply for promotion is submitted no earlier than the spring semester of their second year of service to the University), unless the candidate's letter of initial appointment states that the candidate may apply earlier.
    2. Any additional conditions prescribed in the academic unit guidelines are satisfied.
B. Promotion to professor: Tenured or tenure-track faculty members at the rank of associate professor are eligible to apply for promotion to the rank of professor if the following conditions are met:
    1. The candidate has completed at least 2 years of active service to the University with tenure (i.e., the candidate's letter of intent to apply for promotion is submitted no earlier than the spring semester of their second year of service to the University with tenure), unless either
        a. The candidate's letter of initial appointment states that such promotion may be considered earlier; or
        b. The candidate was initially appointed as an associate professor without tenure; and
    2. Any additional conditions prescribed in the academic unit guidelines are satisfied.

## Section 6 Promotion Process

As prescribed below, the promotion process includes a series of recommendations in favor of or against promotion by the promotion committee of the academic unit, the department chair or school director, the college-wide review committee, and the dean of the college. These recommendations shall be considered sequential, not hierarchical. Subsequently, the Provost makes a recommendation that determines whether the application goes forward to the President for action.

A. Candidate's application for promotion
    1. Declaration of intent to apply for promotion: Candidates for promotion must declare in writing to the department chair or school director during the spring semester of the preceding academic year their intent to apply for promotion.
    2. Candidate's list of potential external reviewers: Unless the promotion committee grants an extension to a later date, the candidate's declaration of intent to apply for promotion must be accompanied by the candidate's list of at least 3 potential external reviewers. The candidate must include a statement describing any relationship between the potential reviewers and the candidate. The purpose of this requirement is to enable the avoidance of conflicts of interest.
    3. Application
        a. Submission of application: The candidate must submit to the department chair or school director an application for promotion in the fall semester of the academic year in which their application is to be considered.
        b. Contents of application file: The candidate's application file shall include at least the following:
            i. A table of contents, which shall be amended to reflect any additions to the file;
            ii. The candidate's current curriculum vitae;
            iii. A statement by the candidate indicating how the candidate meets the applicable criteria for promotion;
            iv. The candidate's letter of initial appointment and any previous promotion recommendations;
            v. The applicable academic unit promotion guidelines;
            vi. Evidence of the effectiveness of the candidate's teaching, including the quantitative results of formal teaching evaluations as well as additional materials required by academic unit guidelines such as peer evaluations of teaching, letters of support, and written student comments along with the rationale for including such comments;
            vii. Evidence of scholarly research or creative activity;

viii. Evidence of service;
ix. External review letters solicited by the promotion committee chair (these are added to the file after it has been submitted by the candidate and are not accessible by the candidate); and
x. The recommendation letters of the promotion committee, the department chair or school director, the college-wide review committee, the dean, and the Provost (these are added to the file as they are completed).

c. Candidate additions to application file: The candidate may add to their previously submitted application file information about scholarly publications or acceptances of scholarly works for publication; grant awards (external or internal); and exhibits or performances or acceptances for exhibit or for performance of creative works. Such additions must be clearly marked as such and dated. They may be made no later than the end of week 5 of the fall semester or before the promotion committee's report is completed, whichever occurs later. The candidate must immediately notify the chair of the promotion committee and the department chair or school director of such additions. The promotion committee must consider any such additions in making its recommendation.

d. Withdrawal of application: The candidate may withdraw their application at any time by submitting a letter to the department chair or school director. The department chair or school director shall inform the members of the promotion committee that the application has been withdrawn and shall retrieve and return the application file to the candidate. Any external review letters shall be sealed and kept in the office of the department chair or school director. In the event that the candidate reapplies for promotion in either of the next 2 academic years, such letters may be used in connection with the subsequent application if the candidate and the promotion committee agree. Any recommendations that had been made by the promotion committee or the department chair or school director shall be retained by Human Resources.

B. Academic unit-level promotion committee review

1. Composition: The promotion committee shall be composed of all tenured BUF members in the academic unit at a rank above that of the candidate who have at least 1 year of active service to the University. BUF members whose tenure has been approved by the President but has not yet become effective may serve on a promotion committee if otherwise qualified. If there are fewer than 3 BUF members in the academic unit who are eligible to serve on the promotion committee, one or more BUF members from outside the academic unit shall be added to the committee in accordance with rules, which shall have been formulated by the BUF members of

the college, so that there are no fewer than 3 members of the committee. Such rules shall be included in the promotion guidelines of the academic unit.

2. Organizational meeting: The department chair or school director shall call an organizational meeting of promotion committee members in the academic unit in the spring semester. The members of the committee shall elect a chair or, if the committee chooses, co-chairs. If co-chairs are elected, the duties of the chair shall be divided between them. References to the "committee chair" below include committee co-chairs if applicable.
3. Procedures
    a. The committee chair shall convene and preside over all meetings of the committee except the organizational meeting.
    b. The committee shall obtain external reviews of the candidate's qualifications for promotion as follows:
        i. The committee shall review the candidate's list of potential external reviewers. This list shall not include any potential reviewers who have an apparent conflict of interest.
        ii. The committee shall make its own list of potential external reviewers.
        iii. The committee chair shall transmit the committee's list and the candidate's list to the department chair or school director and to the dean, either or both of whom may add potential reviewers to the list.
        iv. The committee chair shall apprise the candidate of the full list of potential reviewers being considered by the committee.
        v. The committee, with the approval of the dean, shall select the initial set of external reviewers to be solicited, at least one-third of whom shall be from the candidate's list. This list should include enough potential external reviewers to yield at least 3 reviews.
        vi. The committee chair shall contact the potential reviewers on the approved list to request review letters bearing the reviewer's affiliation and signature. These reviews shall not be questionnaires or surveys. The committee chair shall provide the reviewers with instructions that were developed by the academic unit, including the materials and bases on which the materials shall be assessed.
        vii. If fewer than 3 of the potential external reviewers on the list agree to serve, the committee shall select additional potential reviewers, who may but need not be among those on the candidate's list. The committee may, in its discretion, consult the candidate about its selection of additional potential reviewers. The dean must approve any additional potential reviewers before they are solicited.

viii. The committee may not further consider the candidate's application without at least 3 external reviews unless the committee documents and the dean finds compelling circumstances that justify proceeding with fewer than 3 external reviews.

ix. External review letters shall be used by the committee to augment its reasoned assessment of the candidate's qualification for promotion and to ensure that the standards applied are reasonable and objective. As a general rule, academic unit assessments and subsequent college-level assessments should carry more weight than external review letters.

x. The identity of the external reviewers and the content of the external review letters shall be treated by the University as confidential to the extent permitted by law. Neither the name nor the institutional affiliation of any external reviewer shall be disclosed to the candidate. Any quotations from external review letters shall be chosen carefully or redacted so as not to identify the reviewer. External reviewers shall be advised that the review letter may be subject to disclosure pursuant to subpoena, court order, public record request, or other obligatory legal demand.

c. Upon receipt of a candidate's application file, the committee chair shall make the file available to the committee members, the department chair or school director, and the dean.

d. The committee chair shall notify the committee members, the department chair or school director, and the dean of any additions to the application file made by the candidate.

e. The committee chair shall invite the candidate to meet with the committee before the committee makes its recommendation.

f. The committee shall review the applications of all candidates within its jurisdiction and, in each case, shall make a recommendation in favor of or against promotion.

g. All committee members shall comply with the University's conflict-of-interest policy and recuse themselves from participating in the consideration of any application if their participation would present or appear to present a conflict of interest as defined by University rules.

h. The committee must have a quorum present to conduct business. A quorum is two-thirds of the members of the committee, not counting any member who is recused pursuant to the University's conflict-of-interest policy, except that if there are fewer than 6 (non-recused) committee members, a quorum is 3 members.

i. The committee's decision-making process shall be deliberative. Committee members who do not review the candidate's application file and attend the meeting(s) in which the candidate's application is considered shall not vote.
j. A favorable recommendation requires a majority vote. A majority vote means that there are more votes in favor of the recommendation than against it. Abstentions count neither in favor of nor against the motion. It is the duty of every (non-recused) committee member to review the application file and deliberate in good faith. If all members of the committee recuse themselves, the committee forfeits its right to make a recommendation, and the decision will be based solely on the subsequent recommendations.
k. The committee shall write a report of its recommendation. The report shall include the following:
    i. The recommendation itself, either favorable or unfavorable;
    ii. A tally of the votes cast on the recommendation;
    iii. Documentation of the committee's proceedings;
    iv. An enumeration of the criteria applied, which shall include all applicable criteria prescribed in the academic unit guidelines and in this Article, as well as any requirements included in the candidate's letter of initial appointment;
    v. A summary of the external reviews; and
    vi. An assessment of the candidate's performance in all pertinent areas that explains how the candidate meets or fails to meet the applicable criteria.
l. The report shall be reviewed and approved by the committee before it is disseminated.
m. After the report is approved by the committee, the committee chair shall transmit it, along with the candidate's application file, to the department chair or school director and send a copy of the report to the candidate.
n. The committee shall document its proceedings at all stages.

C. Department chair or school director review
1. Upon receiving the report of the promotion committee, the department chair or school director shall review the candidate's application and the promotion committee's recommendation. In so doing, the department chair or school director, in accordance with the provisions of Section 6(H) of this Article, shall consider whether a procedural error or inadequate consideration occurred at the prior stage of review.
2. The department chair or school director shall write a report that includes the following:
    a. The department chair's or school director's own recommendation in favor of or against promotion;

b. A statement explaining how, in the department chair's or school director's judgment, the candidate either satisfies or fails to satisfy the applicable criteria for promotion; and
c. The department chair's or school director's assessment of whether the promotion committee followed the correct procedures and accurately, consistently, and fairly applied the applicable promotion criteria.

3. The department chair or school director shall transmit their report to the dean of the college and provide copies to the candidate and the chair of the promotion committee. Upon receiving the report of the department chair or school director, the dean shall promptly transmit the candidate's file, including the reports of the promotion committee and the department chair or school director, to the college-wide review committee.

D. College-wide review committee

1. Composition: The college-wide review committee shall be composed of no fewer than 5 members elected by and from among the tenured BUF members of the college whose professorial rank is above that of the promotion applicant. Members of the college-wide review committee shall have completed at least 1 year of active service at the University. No member of the applicant's academic unit shall participate in the consideration of an application. Each college shall adopt rules governing the process by which college-wide review committee members are elected, including rules for replacing members unable to serve and for selecting members from outside the college if needed.
2. Review process
   a. The college-wide review committee shall review the application file, the promotion committee's report, and the department chair's or school director's report, and determine whether:
      i. The candidate has satisfied the applicable criteria for promotion;
      ii. The recommendations of the promotion committee and the department chair or school director are consistent with the applicable criteria;
      iii. Any conditions stated in the candidate's letter of initial appointment were adequately considered by the promotion committee and the department chair or school director; and
      iv. The external review letters were impartial and free of conflict of interest.
   b. The college-wide review committee shall also consider, in accordance with Section 6(H) of this Article, whether a procedural error or inadequate consideration occurred at a prior stage of review.
   c. The college-wide review committee shall write a report that includes its recommendation in favor of or against the promotion application and its

determinations regarding each of the items listed in paragraph (a) above. If the committee's recommendation differs from that of the promotion committee or that of the department chair or school director, the report shall include a statement of the reason(s) for such difference(s).

d. The college-wide review committee shall transmit its report to the dean and provide copies to the candidate, the promotion committee chair, and the department chair or school director.

E. Review by the dean

1. Upon receiving the report of the college-wide review committee, the dean shall review the reports of the promotion committee, the department chair or school director, and the college-wide review committee as well as the candidate's application file. In conducting this review, the dean shall consider, in accordance with the provisions of Section 6(H) of this Article, whether a procedural error or inadequate consideration occurred at a prior stage of review.
2. The dean shall write a report that includes the dean's own recommendation in favor of or against the promotion application and an explanation of how, in the dean's judgment, the candidate has satisfied or failed to satisfy the applicable criteria for promotion.
3. If the dean's recommendation differs from that of the promotion committee or that of the department chair or school director, the dean shall discuss their recommendation with the promotion committee and the department chair or school director.
4. The dean shall transmit their report to the Provost, along with the candidate's application file. The dean shall provide copies of their report to the candidate, the chair of the promotion committee, the department chair or school director, and the chair of the college-wide review committee.

F. Discretionary appeal to the Labor Management Committee (LMC): If the candidate, in reviewing the recommendation letters from the academic unit promotion committee, the department chair or school director, the college-wide review committee, or the dean, believes that a procedural error or inadequate consideration has materially affected one or more of the recommendations, the candidate may present their concerns to the LMC (Akron-AAUP and University administration joint body that handles ongoing union-management issues, faculty grievances, and direct coordination between union leadership and the University administration). The LMC shall review the recommendations generated thus far to determine whether the case should be returned to the point of origin of the error for reconsideration. If the LMC agrees that the case should be returned, or is unable to achieve consensus, the case shall be returned to the point of origin of the error for reconsideration. If the LMC agrees that the case should

not be returned, the review process shall proceed normally. A candidate may invoke the discretionary appeal process at only one point in the promotional review process.

G. Review by the Provost: The Provost or the Provost's designee shall review the application file and the reports of the promotion committee, the department chair or school director, the college-wide review committee, and the dean, and shall write a report that includes their own recommendation in favor of or against promotion and the supporting rationale. Copies of the report shall be provided to the candidate, the promotion committee chair, the department chair or school director, the college-wide review committee chair, and the dean. If the Provost's recommendation is favorable, the report shall be sent to the President or President's designee.

H. Procedural Errors and Inadequate Consideration: If at any level of review, the reviewer identifies a procedural error or discovers inadequate consideration that materially affected a recommendation, the reviewer shall inform the LMC. The LMC shall review the reports to determine whether a procedural error or inadequate consideration occurred and, if so, whether the application should be returned to the point of origin of the procedural error or inadequate consideration. If the LMC determines that the application should be returned to said point of origin, or if it is unable to achieve consensus, the application shall be returned to said point of origin for reconsideration. If the LMC determines that the application should not be returned to said point of origin, the review process shall continue as normal.

I. Role of President: The promotion of BUF members is subject to the approval of the President or the President's designee. No other officer, dean, committee, or entity shall have the authority to employ or set the compensation or other terms of employment.

J. Promotion review timelines

   1. Bargaining unit tenure-track faculty members at the rank of assistant professor shall undergo review annually beginning in their second year of service to the University. Prior to their application for promotion to the rank of associate professor, such annual reviews shall be conducted for the purpose of providing feedback and guidance to the faculty member about their progress toward promotion. Bargaining unit tenure-track faculty members at the rank of associate professor shall undergo review only when they apply for promotion to the rank of professor.
   2. Annual calendar of events: The actions and events prescribed in this Article shall occur as scheduled in the following table. In the event that such an action or event cannot be completed when required, a request for an extension and the supporting rationale shall be submitted to the appropriate promotion committee chair, department chair or school director, dean, or the Provost before the deadline and included in the candidate's application file. The individual to whom the request is submitted shall grant or deny the extension within 1 week. The decision and the

rationale for it shall be recorded in the application file. The granting of such an extension does not automatically extend subsequent deadlines.

| **Date(s)** | **Action Required** |
|---|---|
| March 15 | Department chairs or school directors hold organizational meetings to elect chairs of the promotion committees. |
| April 1 | Department chairs or school directors send letters of notification to candidates. |
| April 15 | Candidates send letters of intent to department chairs or school directors for promotion applications. The letters of intent shall be accompanied by materials for external reviewers and a list of at least 3 potential external reviewers submitted by the candidates. |
| Friday of spring semester finals week | Materials sent to external reviewers. |
| Friday of week 2 of fall semester | Candidates submit full applications; external reviewer letters due. |
| Wednesday of week 4 of fall semester | File must have at least 3 external review letters or cannot move forward without permission of the dean. |
| Friday of week 5 of fall semester or before committee has made their recommendation, whichever is later | Deadline for candidate's conditional file additions (see Section 6(A)(3)(c)). |
| Friday of week 6 of fall semester | Committees send recommendations to candidate, department chairs or school directors. |
| Friday of week 7 of fall semester | Membership of all college-wide review committees, and the University Appeals Committee, must be finalized. |
| Friday of week 8 of fall semester | Department chairs or school directors send recommendations to candidates and dean. |
| Friday of week 12 of fall semester | College-wide review committees provide recommendations for promotion cases, with copy to all concerned. |
| Friday of week 16 of fall semester | Deans forward negative recommendations to candidates and the Provost, with copy to appropriate department chairs or school directors and committee chairs. |
| Friday of week 2 of spring semester | Deans forward positive recommendations to candidates and the Provost, with copy to appropriate department chairs or school directors and committee chairs. |
| Friday of week 5 of spring semester | Provost forwards negative recommendations to candidates, with copy to appropriate department chairs or school directors, deans, and all relevant committee chairs. |
| First Wednesday in April, usually | Provost forwards positive recommendations to the President or President's designee, with copy to appropriate department chairs or school directors, deans, and all relevant committee chairs. |

## Section 7 Candidates with Joint Titles or Joint Appointments

A. Promotion of candidates with joint titles
    1. Promotion applications for candidates with joint titles are considered by both academic units. The chair of the promotion committee of the primary academic unit shall transmit a copy of the application file to the chair of the promotion committee of the secondary academic unit. The promotion committee of the secondary academic unit shall review the application simultaneously with the promotion committee of the primary academic unit, using its own criteria, to determine whether the joint title shall be maintained if the candidate is promoted within the primary academic unit. The recommendation made in the primary academic unit shall not be affected by the recommendation made in the secondary academic unit.
    2. In the event that a promotion in rank is awarded to the candidate in the primary academic unit but the secondary academic unit does not recommend maintaining the joint title at the rank to which the candidate is promoted in the primary academic unit, the joint title shall be terminated.

B. Promotion of candidates with joint appointments: Promotion applications of candidates with joint appointments are considered by both primary and secondary academic units. A joint promotion committee shall be formed, composed of all eligible BUF members from both the primary and secondary academic units. This committee shall follow all rules and procedures outlined above for academic unit promotion committees. The criteria used to evaluate the candidate shall be those determined at the time of initial appointment as documented in the letter of initial appointment. If the criteria have been revised since the date of the initial appointment, the candidate may choose to be evaluated under the original or amended criteria. Once such a choice is made, the candidate may not reverse their decision. However, each time the criteria are amended (with the approval of the Provost), the candidate may choose between the criteria determined at the time of initial appointment and the newly revised criteria. It is the responsibility of the candidate to inform the promotion committee of the candidate's choice in the letter of intent.

## Section 8 Appeals

A. Right of appeal: After the Provost or the Provost's designee has made a recommendation, the candidate may appeal that decision and any or all of the decisions that preceded it (i.e., those of the academic unit promotion committee, department chair or school director, dean, and college-wide review committee) to the University Appeals Committee in accordance with the provisions of this Section. This appeal is

apart from the discretionary appeal to the LMC provided for in Section 6(F) of this Article.

B. University Appeals Committee
   1. Composition: The University Appeals Committee (UAC) shall consist of 1 member from the tenured professors or distinguished professors of each degree-granting college except the School of Law, elected by its tenured and tenure-track BUF members; and 1 tenured professor or distinguished professor from the University Libraries, elected by its tenured and tenure-track BUF members. Members of the UAC shall serve staggered terms of 3 years. The UAC shall elect its own chair annually.
   2. The procedures for appeals to the UAC shall be as follows:
      a. A candidate for promotion may file an appeal no later than 14 calendar days after the candidate's receipt of the Provost's recommendation.
      b. The appeal shall be in writing and sent to the chair of the UAC with a copy to the candidate's promotion committee chair, department chair or school director, dean, college-wide review committee chair, and to the Provost.
      c. The appeal shall state specific facts about the decision process in the candidate's case that constitute procedural error(s), failure(s) of adequate consideration, or both, on which the appeal is based.
      d. Within 7 calendar days after receiving the appeal, the UAC shall meet to review the appeal to determine whether the facts alleged, if true, would amount to procedural error or inadequate consideration. If the UAC concludes that the allegations do not support a claim of procedural error or inadequate consideration, it shall dismiss the appeal and notify the candidate, the academic unit promotion committee chair, the department chair or school director, the dean, college-wide review committee chair, and the Provost of the dismissal. Otherwise, it shall initiate an investigation to determine whether the facts alleged are true.
      e. The UAC's investigation (if any) shall be thorough and fair and shall include interviewing participants in the decision process and reviewing documents pertaining to the candidate's claims. The UAC shall conclude its investigation within 14 calendar days after its initial meeting to review the appeal.
      f. Within 7 calendar days of its completion of the investigation, the UAC shall meet with the candidate. During this meeting the UAC shall afford the candidate the opportunity to present evidence and respond to evidence obtained by the UAC during its investigation, after which the UAC shall excuse the candidate, deliberate, and make findings and a recommendation by majority vote.

g. Within 7 calendar days after meeting with the candidate, the UAC shall report its findings and recommendation to the LMC.

C. The LMC shall review the report of the UAC and determine whether the case shall be returned to the stage of the review process at which an error occurred or whether, instead, the review process shall move forward. If the LMC is equally divided, the case shall be returned to the stage of the review process at which an error occurred.

D. Arbitration

1. If, after the case has been returned to the stage of the review process at which an error occurred, the final decision by the Provost or the Provost's designee remains adverse to the candidate, the candidate may, with the concurrence of Akron-AAUP, appeal the decision to arbitration. This shall be done by filing a grievance, which shall be initiated at Step Two and thereafter proceed to arbitration in accordance with the procedures prescribed in Article 12 (Grievance and Arbitration Procedures).
2. The arbitrator shall consider all claims of procedural error or inadequate consideration. If the arbitrator concludes that such error(s) occurred and caused substantial prejudice to the candidate, the arbitrator shall order the case returned to the stage of the review process at which the error(s) occurred with appropriate directions.
3. If the arbitrator orders the case returned to the stage of the process at which error occurred, the reviewing body or administrator at that stage and those at subsequent stages shall follow the decision of the arbitrator.
4. The arbitrator does not have authority to award promotion to the candidate.

# Article 14 Disciplinary Action

## Section 1 Just Cause

The University and Akron-AAUP agree that discipline for just cause, up to and including termination of a BUF member, may be necessary from time to time. In the case of an oral or written reprimand, such discipline shall not be subject to the formal process set forth in this Article, but shall be subject to less formal due process, and, in any event, all discipline shall be only for just cause and shall be subject to the grievance and arbitration procedures set forth in Article 12.

## Section 2 Investigation

When the University has reason to believe an incident(s) has occurred which might constitute grounds for discipline, other than an oral or written reprimand, it shall conduct an investigation pursuant to this Article. Section 6 of this Article shall be followed for all incident(s) involving alleged violations of the University's Gender-Based Misconduct and Title IX Policy & Protocol (Title IX Policy).

## Section 3 Types of Disciplinary Action

If after such investigation the Provost believes disciplinary action is warranted, discipline may be imposed on a BUF member for just cause. Engaging in conduct that constitutes just cause for discipline may lead to any one or more of the following types of disciplinary action: oral reprimand, written reprimand, suspension with pay, suspension without pay, or termination of employment. In determining the level of disciplinary action to impose in any given situation, the University shall take into account the severity of the offense, prior disciplinary action, the BUF member's improvement since the last disciplinary action was taken, and the BUF member's overall employment record.

## Section 4 Pre-Discipline Meeting

Prior to imposing disciplinary action, other than an oral or written reprimand, the department chair or school director, dean, or the Provost will meet with the BUF member to discuss the charge(s) against the BUF member and provide the BUF member with an opportunity to present their case. The following procedures will be followed:

A. The BUF member shall be given the opportunity to be accompanied by an Akron-AAUP representative.
B. At least 10 days prior to the meeting, the University shall notify both the BUF member and Akron-AAUP in writing of the specific charge(s) and the specific basis(es) of those charges to be discussed at the meeting. Where the contemplated discipline may be

suspension or be more severe, the University shall provide the BUF member and Akron-AAUP with copies of the documents which the University can release legally upon which the charges are based. However, all identities will be redacted.

C. If the matter is not disposed of by mutual agreement at the meeting, the BUF member and Akron-AAUP shall be sent a written statement of the charges and the discipline imposed, as well as copies of the documents which the University can release legally upon which the charges and discipline are imposed, to the extent not previously provided, within 10 days of the meeting. Such statement will be sent by the Provost, or their designee.
D. If discipline is imposed, the University will disclose those identities which can be released legally.

## Section 5 Grievance Rights

A BUF member who disagrees with the disciplinary action that has been imposed may seek recourse through the grievance and arbitration procedures in Article 12.

## Section 6 Title IX Matters

Whereas BUF members may be complainants of or respondents to allegations of gender-based misconduct, the parties agree as follows:

A. BUF members alleged to have violated the Title IX Policy shall be afforded all the rights and privileges enumerated in the University's Title IX Policy, including the right to a fair and impartial hearing before an independent hearing officer and an advisor of the member's choice during the investigatory process and during the hearing.
B. A BUF member's advisor may, but is not required to, be a representative of Akron-AAUP. The University shall make its advisor training program available to representatives of Akron-AAUP. Akron-AAUP shall have the discretion to decline to serve as the advisor for a BUF member on a case-by-case basis, and a BUF member is not required to utilize an Akron-AAUP representative as an advisor. Akron-AAUP may provide a representative to serve as an advisor through the investigatory phase without being obligated to continue to provide an advisor at the hearing phase.
C. In accordance with the Title IX Policy, an independent hearing officer (not the Provost) appointed and assigned by the University shall, after a hearing, make a determination regarding any alleged violation of the Title IX Policy. The independent hearing officer shall also determine any and all disciplinary actions, if any, and other remedies, up to and including termination of employment of said BUF member. Any final disciplinary action by the University must be consistent with principles of just cause under Section 1 of this Article.

D. Any disciplinary action imposed by the independent hearing officer for conduct found to have been a violation of the Title IX Policy may be appealed to the GA, or designee, who shall serve as the appeals officer, also known in the Title IX Policy as the Appeals Decision Maker. Any recommended corrective action imposed by the independent hearing officer shall be delayed during the appeal and subject to this review. The appeal shall serve as the BUF member's right to grieve the decision of the independent hearing officer pursuant to the Title IX Policy.

E. The appeal decision of the GA or designee may be appealed to arbitration pursuant to Article 12, Section 6. The normal 20-day deadline for filing this appeal will apply.

F. In any event, the due process protections provided to BUF members shall not be less than the protections guaranteed by this Article and Article 12 of this Agreement. In the event of arbitration under Article 12 regarding sanctions imposed under the Title IX Policy, the arbitrator shall determine the burden of proof for determining just cause and the appropriate remedy, if any.

# Article 15 Retrenchment

## Section 1 Determining the Necessity for Retrenchment

A. For purposes of this Article, "protected faculty member" means a BUF member who has at least 30 years, but not more than 35 years, of service in one of the state retirement systems, and who will not be eligible to retire with unreduced benefit at the time their University employment would end as a result of retrenchment.
B. Retrenchment of protected faculty members may be necessary when a judgment, made by action of the President, based upon evidence made available to Akron-AAUP according to the schedules set forth in this Article, indicates one or more of the following circumstances exists at the University:
    1. Financial pressures or emergencies that threaten the University's ability to maintain its operations;
    2. A substantial change to the institutional mission or programs that requires the reduction;
    3. A reduction in the student population of a program that jeopardizes the financial stability of that program;
    4. Elimination of an academic program(s) pursuant to R.C. § 3345.454(C) that requires the reduction; or
    5. Action by the Ohio Department of Higher Education or Ohio General Assembly which requires the University to implement a retrenchment.

## Section 2 Bargaining Unit Reductions through Attrition First

A. Normal attrition is the preferred approach to alleviating financial pressures or responding to enrollment patterns.
B. If the President determines, according to the criteria listed in Section 1 of this Article, that retrenchment is necessary and, further, that in implementing this retrenchment a reduction in protected faculty members is necessary, the University shall attempt to achieve the desired result through attrition, including voluntary early retirement.
C. If, after completing the procedures in Section 2(B), the President makes the judgment that retrenchment requires reductions in protected faculty members beyond those conducted through attrition, the following process shall be followed.

## Section 3 The Retrenchment Process

Once the final determination has been made that retrenchment is necessary, the following shall determine which BUF members within the affected academic unit(s) will be released:

A. BUF members shall be placed in the following categories:

1. All BUF members except those enumerated below;
2. Protected faculty members who are associate professors of practice or instruction;
3. Protected faculty members who are professors of practice or instruction;
4. Protected faculty members who are tenured associate professors;
5. Protected faculty members who are tenured professors; and
6. Protected faculty members who are distinguished professors.

B. If reductions are necessary and affect less than all full-time protected faculty members within the unit, BUF members will be released starting with the lowest number category in Section 3(A). In making the final determination within categories 2 through 6 as to whether an individual BUF member will be released, the following additional factors will be given full consideration:
   1. The quality of the BUF member's contributions in one or more areas of teaching, research, or service (as appropriate to the appointment);
   2. The impact on the academic program resulting from the release of the BUF member;
   3. Length of service with the University as a full-time faculty member;
   4. The strategic importance of each academic program to the mission of the University;
   5. The financial viability of each academic program;
   6. The feasibility of other faculty members performing the BUF member's responsibilities in the areas of teaching, research and publication, and University and public service; and
   7. The disparate impact on BUF members in legally protected classifications.

   Each BUF member in the affected academic unit will have the opportunity to submit a recommendation with rationale to the dean of the affected academic unit regarding the individual protected faculty members to be released, consistent with Sections 3(A) and (B).

   The dean of the affected academic unit(s), after receiving the recommendations of the affected academic unit's protected faculty members, will make final recommendations in accordance with Section 3(A) and (B) to the Provost concerning the individual protected faculty members. If protected faculty members within a category are considered approximately equivalent in the ratings on the factors set forth in this Subsection (B), then length of service with the University as a full-time faculty member will be the deciding factor.

C. The Provost will then make the final decision for the University in accordance with Section 3(A) and (B) concerning the protected faculty member(s) to be released and will notify each such faculty member in accordance with the time limitations set forth in the following Section 4. Where some, but not all, protected faculty members within a

category are selected for release, the notice will include an explanation of how the factors in Section 3(B) were applied and provide the released protected faculty members with an opportunity to respond to the Provost in writing. A copy of each such notification shall be sent to Akron-AAUP.

## Section 4 Notice of Release

The University shall provide 12 calendar months' notice of release to affected protected faculty members. Said notice shall span at least 2 academic semesters, not including summers.

## Section 5 Placement and Relocation

A. The University will endeavor to place released protected faculty members, if qualified, in other available teaching positions within the University. No tenured protected faculty member will be dismissed solely on the basis of Section 1(B)(3) or (4) without the University making documented good-faith efforts to relocate the protected faculty member within the University. In addition to the foregoing, the University will endeavor to find other areas of employment within the University community for tenured protected faculty members who are scheduled for release under this retrenchment Article.
B. Notwithstanding the foregoing, if there is a consolidation of programs or departments or colleges among any of the public institutions of higher education within Northeast Ohio, such that the University would lose an existing program or department or college, the University may, in lieu of its above obligations to protected faculty members in such program or department or college: (1) first place all such tenured protected faculty members in corresponding positions within that public institution of higher education for which they are qualified within the locus of tenure, at the same salary and in the same rank, as they had at the University at the time of release (and with the same benefits of other tenured faculty of such salary and rank at that other institution); and (2) also place all, or if unable to do so, less than all other protected faculty members in corresponding positions within that public institution of higher education for which they are qualified within the locus of appointment, at the same salary and in the same rank, as they had at the University at the time of release (and with the same benefits of other non-tenured faculty of such salary and rank at that other institution).

## Section 6 Reinstatement Rights

During a period of 3 academic years following release of a protected faculty member under this Article, such BUF member shall be offered reinstatement to the same or similar position if reauthorized. Released protected faculty members who have been offered reinstatement will have a period of 60 days in which to accept or decline the offer of reinstatement. The released

protected faculty member shall be able to complete the term of their current employment (up to 1 year) before beginning the recalled position at the University. The University's offer to reinstate, if accepted, shall be at the same tenure level, appointment type, rank, and salary, adjusted to incorporate any general, non-performance-based salary increases that were granted since the time the BUF member was released. If the protected faculty member declines the offer of reinstatement, all reemployment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or similar position is not reopened within the 3 academic years referenced above, the protected faculty member's employment rights at the University shall be terminated.

## Section 7 Part-Time Teaching Opportunities

In the event that a part-time teaching position becomes available in the program of a released protected faculty member and if the protected faculty member has the appropriate qualifications for the position, the protected faculty member will receive first consideration for the position. Acceptance or rejection of such a part-time teaching position does not affect in any way the rights of a released BUF member to reemployment under Section 5 or 6 of this Article.

## Section 8 Rank and Tenure upon Reinstatement

A protected faculty member who accepts reinstatement shall be credited with rank and shall be reinstated with tenure if tenured at the time of release or with the remaining years of a term appointment if applicable.

# Article 16 Compensation

## Section 1 Wages

A. 2026-2027 Academic Year: For the 2026-2027 academic year, there shall be an across-the-board (ATB) raise pool equal to 2% of the total salaries of all BUF members who are employed as such by the University as of July 1, 2026. Each such BUF member who was employed by the University as of the beginning of fall semester 2025 shall receive an annual salary increase equal to the total amount of the ATB raise pool divided by the number of BUF members receiving the increase. An amount equal to 1% of the total salaries of all BUF members who are employed by the University as of July 1, 2026, will also be set aside for salary compression or market adjustments.

B. 2027-2028 Academic Year
   1. For the 2027-2028 academic year, there shall be an ATB raise pool equal to 1.75% of the total salaries of all BUF members who are employed as such by the University as of July 1, 2027. Each such BUF member who was employed by the University as of the beginning of fall semester 2026 shall receive an annual salary increase equal to the amount of the ATB raise pool divided by the number of BUF members receiving the increase. An amount equal to 0.5% of the total salaries of the BUF members will also be set aside for salary compression or market adjustments.
   2. Each BUF member employed as a member of the faculty as of July 1, 2027, who was employed by the University as of the beginning of fall semester 2026 shall receive a lump sum payment of $1,000 if the condition in Subsection (B)(3) is met.
   3. If the full-time equivalent (FTE[1]) for fall 2027 is equal to or greater than 12,786 and the projected 5-year forecast does not indicate unrestricted reserves will dip below the minimum fund balance policy threshold, then the lump sum specified in Subsection (B)(2) shall be provided. If the fall 2027 enrollment (as defined above) is less than 12,786, there shall be no lump sum payment for the 2027-2028 academic year.

C. 2028-2029 Academic Year
   1. For the 2028-2029 academic year, there shall be an ATB raise pool equal to 1.5% of the total salaries of all BUF members who are employed as such by the University as

[1]The Census FTE for purposes of this Article 16, Section 1 shall be determined by the Office of Planning, Strategy, & Insights (PSI) at the same time as the "fall 2027 (or applicable year) Census Enrollment by Academic Calendar – Census" report and measured on the 15th day of the semester. Full-time equivalent (FTE) shall be calculated by PSI and is used to adjust part-time and full-time activity into a single measure. The Census FTE number used for Article 16, Section 1 shall include all graduate students, law students, and undergraduate students enrolled at all University of Akron campuses and shall exclude only CCP and ECHS students. For example, for fall 2026, the Census FTE for purposes of Article 16, Section 1 would be 11,236.

of July 1, 2028. Each such BUF member who was employed by the University as of the beginning of fall semester 2027 shall receive an annual salary increase equal to the amount of the ATB raise pool divided by the number of BUF members receiving the increase. An amount equal to 0.5% of the total salaries of the BUF members will also be set aside for salary compression or market adjustments.

2. Each BUF member employed as a member of the faculty as of July 1, 2028, who was employed by the University as of the beginning of fall semester 2027 shall receive a lump sum payment of $1,500 if the condition in Subsection (C)(3) is met.
3. If the FTE for fall 2028 is equal to or greater than 12,786 and the projected 5-year forecast does not indicate unrestricted reserves will dip below the minimum fund balance policy threshold, then the lump sum specified in Subsection (C)(2) shall be provided. If the fall 2028 enrollment (as defined above) is less than 12,786, there shall be no lump sum payment for the 2028-2029 academic year.

D. Comparable Increases: If administrators, staff, professional staff, or non-BUF employees, as a group, receive an ATB raise, lump sum payment, or other economic benefit (including fringe benefits) that is greater than or more beneficial to employees than that provided to BUF under Section 1(A)-(C) of this Article or Article 17, the amount of the additional increase or value of the greater benefit shall be provided to BUF members.

## Section 2 Merit Increases

A. Merit Raise Computation: Pursuant to O.A.C. § 3359-20-03.1, an aggregate overall score of less than 2 points shall be considered unsatisfactory and shall disqualify the BUF member from participation in the merit pool. For example, if teaching is awarded 40%, research is awarded 40%, and service is awarded 20%, the BUF member receives individual scores of 2 for teaching, 2 for research, and 1 for service. The weighted scores would be 0.8 for teaching, 0.8 for research and 0.2 for service for an aggregate overall score of 1.8 which would disqualify the BUF member from participation in the merit pool.

B. The merit raise $m_i$ for an individual BUF member will be determined as follows:

Where:

$$m_i = \left( \frac{p_i}{\sum_{j=1}^{n} p_j} \right) \times \frac{M}{2} + \left( \frac{p_i \times b_i}{\sum_{j=1}^{n} p_j \times b_j} \right) \times \frac{M}{2}$$

- $m_i$ is the merit raise in dollars for the $i^{th}$ BUF member.
- $p_i$ is the BUF member's overall score rounded to the nearest tenth.

- The capital Greek letter sigma ($\sum$) indicates summation.
- $p_j$ and $b_j$ are the overall score and base salary, respectively, for all the BUF members in the BUF member's academic unit. Here $j$ is equal to 1, 2, 3, and so forth, up to $n$ where $n$ is the total number of BUF members in the BUF member's academic unit.
- $M$ is the total merit pool in dollars for the BUF member's academic unit. $M$ is equal to the sum of each BUF member's salary ($b_j$) multiplied by the percentage merit increase ($r$) specified by the appropriate University policy; in equation form. $M = \sum_{j=1}^{n} b_j \times r$
- $r$ is the percentage merit increase specified by the applicable University policy.

The merit pool will be divided into 2 equal parts. The first part will be calculated as the ratio of the BUF member's overall score ($p_i$) to the sum of all BUF members' scores in the BUF member's unit (percentage of total points) multiplied by one-half of the total raise pool ($M/2$). The second part will be calculated as the ratio of the BUF member's overall score ($p_i$) multiplied by their salary to the sum of all BUF members' scores multiplied by their salaries (percentage of salary-weighted points) multiplied by one-half of the total raise pool ($M/2$). The following example illustrates the formula above:

- $n$ = 5
- Salaries of: $40,000; $30,000; $30,000; $40,000; $60,000
- Points: 2.5, 4, 3, 4.5, 3.5
- Total salaries: $200,000 1% raise pool = $2,000
- Merit raise divided into 2 pools of $1,000 each

| Person | Salary | Overall Merit Score ($p_i$) | Percentage of Total Points | First Part of Merit Raise | Salary x points | Percentage of salary weighted points | Second Part of Merit Raise | Total Merit Raise |
|---|---|---|---|---|---|---|---|---|
| 1 | $40,000 | 2.5 | 14% | $143 | 100,000 | 14% | $143 | $286 |
| 2 | $30,000 | 4 | 23% | $229 | 120,000 | 17% | $171 | $400 |
| 3 | $30,000 | 3 | 17% | $171 | 90,000 | 13% | $129 | $300 |
| 4 | $40,000 | 4.5 | 26% | $257 | 180,000 | 26% | $257 | $514 |
| 5 | $60,000 | 3.5 | 20% | $200 | 210,000 | 30% | $300 | $500 |
| Total | $200,000 | 17.5 | 100% | $1,000 | 700,000 | 100% | $1,000 | $2,000 |

## Section 3 Compression or Market Adjustment

Compression or market adjustments for BUF members will be determined by appropriate benchmarking within disciplines. The process proceeds as follows:

A. The goal is to work from data including at least discipline, rank, special title or designation, years of service, and salary, which shall be collected each year from mutually agreed upon benchmark lists. The benchmark lists will be constructed by the joint Administration – Akron-AAUP committee described below. The committee shall complete its work by May 1 of each year, and if not completed by that time, then the status quo benchmark list regarding market adjustment shall be maintained.

B. The market comparison categories shall be:
    1. Assistant professor of instruction or practice;
    2. Associate professor of instruction or practice;
    3. Professor of instruction or practice;
    4. Assistant professor;
    5. Associate professor;
    6. Professor without special title; and
    7. Professor with special title (distinguished professor or endowed professor).

C. If benchmark data are unavailable for a particular rank, the committee shall use the median benchmark for the combined ranks within the applicable faculty category (tenure-track (TT) or non-tenure-track (NTT)) and apply an agreed-upon adjustment factor to establish an appropriate rank spread. For example, the committee may use the combined-rank median minus 10% for assistant professor, the combined-rank median for associate professor, and the combined-rank median plus 12% for professor.

D. The first half of the amount of compression or market adjustment for each BUF member in the categories listed in Subsection (B), *supra,* shall be

$$a_i = \left(\frac{d_i}{\sum_{j=1}^{N} d_j}\right) X \frac{A}{2}$$

Where

- $a_i$ is the first part of the compression adjustment for the $i^{th}$ BUF member.
- $A$ is the total market adjustment pool
- $d_i$ is the deficit for the BUF member in question
- $d_j$ is the deficit for each BUF member
- $N$ is the total number of BUF members for the purposes of this section; hence the summation in the formula above is the total deficit for all BUF members affected by this section.

The deficit for each BUF member is computed as the difference between the years-of-service-adjusted average for that BUF member's discipline and category for the "benchmarking" schools above and the BUF member's salary. The years-of-service-adjusted average is computed as the product of the average for that BUF member's

discipline and category for the "benchmarking" schools and the years-of-service factor. The years-of-service factor will be 1 for non-tenure-track and tenure-track faculty at the assistant and associate rank for 202X[2]-202X. The years-of-service factor for non-tenure-track and tenure-track faculty at the rank of full professor for 202X-202X will be calculated as, $(1+i)^{(n-M)}$, where *n* is the BUF member's years in rank and *i = 0.02,* and *M = 12* for Professors. For example, if the average salary for full professors in DISCIPLINE at benchmarking schools is $150,000, we would determine the deficit of a full professor of DISCIPLINE at the University of Akron who has been a full professor for 14 years and receives a salary of $140,000 in 202X-202X by the following formula:

$$d_i = (1+0.02)^{(14-12)} * (\$150{,}000) - \$140{,}000 = \$16{,}060$$

The minimum deficit is zero dollars. The parameters *i* and *M* may be adjusted by the joint Administration – Akron-AAUP committee described below.

In the case of faculty on overload, their salary shall be corrected to reflect a regular academic year load.

E. The second half of the amount of compression or market adjustment for each BUF member in the categories listed in Subsection (B), *supra,* shall be determined by the BUF member's department chair or school director in consultation with at least 2 elected BUF members of the academic unit. Each allocation to the BUF member shall be supported by written documentation of the basis and justification for the allocation based on a majority vote of the department chair or school director and elected BUF members.

F. A joint Administration – Akron-AAUP committee with 2 members selected by the Provost and 2 members selected by the President of Akron-AAUP will administer the technical details of the compression or market adjustments, devise a mutually acceptable way to carry out the calculations where strict application of this section is not possible due to limitations in the available data or other technical reasons, construct and amend the benchmark lists and adjust the years-of-service factor parameters based on a continuing review of the available data. This committee shall make decisions based on a simple majority vote and report its actions to the Provost and the President of Akron-AAUP respectively.

## Section 4 Promotion Raises

A BUF member who is promoted in academic rank shall receive an increase to their annual base salary on the effective date of the promotion, as follows:

[2] The year is for illustrative purposes.

- Promotion to associate professor of practice or instruction: the greater of 10% or $6,000.
- Promotion to professor of practice or instruction: the greater of 12% or $8,000.
- Promotion to associate professor: the greater of 10% or $8,500.
- Promotion to professor: the greater of 12% or $10,500.

## Section 5 Bonuses for Prestigious Awards

In the event a BUF member receives a national or international prestigious award as determined by the University, the BUF member, as recommended by the President and approved by the Board, shall receive at least $2,500 in the form of a lump sum payment to be paid within 60 days after the date of the receipt of the award.

## Section 6 Adjustment to Salary Based on *Bona Fide* Offer, or Other Special Cases

The University of Akron has the right, but not the obligation, to make a positive salary adjustment for any BUF member who has been given a *bona fide* written offer of employment, in order to counter such offer and retain the BUF member to whom it has been made. The University shall inform Akron-AAUP of any adjustment made pursuant to this section and shall provide Akron-AAUP with a copy of the *bona fide* written offer within 10 working days of the BUF member's acceptance of such adjustment. Adjustments made pursuant to this section shall not decrease the salary increases that might be available to other BUF members as provided for in this Agreement and shall be approved by the dean of the BUF member's college and the Provost.

In special cases, the University reserves the right to adjust a member's salary beyond the negotiated levels to retain the member or for some other justifiable reason. Funds for such increases shall come from outside of those negotiated within this Agreement. When such an adjustment is deemed warranted by the Provost, the Provost or their designee will consult with Akron-AAUP President or their designee and then provide a written justification for the proposed action if requested by Akron-AAUP. A corresponding response will be provided promptly by Akron-AAUP President, or their designee. The Provost will consider this response before any action is taken.

## Section 7 Compensation for Summer Teaching

A. For the duration of this Agreement, summer teaching pay per credit hour shall be:

| Rank | Summer 2026 | Summer 2027 | Summer 2028 |
|---|---|---|---|
| Assistant professor (tenure-track and NTT) | $1,800 | $1,855 | $1,895 |
| Associate professor (tenured, tenure-track, and NTT) | $2,050 | $2,110 | $2,160 |
| Professor (tenured, tenure-track, and NTT) | $2,350 | $2,420 | $2,475 |

B. The per credit hour rates in Section 7(A) apply to regularly scheduled classroom or field classes that meet minimum enrollment numbers of 10 for graduate courses and 12 for undergraduate courses, except where mandatory external standards require specific, quantifiable maximum class sizes that are smaller than the class sizes indicated above, in which cases the minimum enrollment number shall follow those standards. In the event it is determined by the University to allow a course to run without meeting the minimum enrollment threshold, including summer independent studies, the BUF member shall be compensated on a *pro rata* basis. The faculty member's compensation for the course shall be based upon the number of students as of the day after the drop deadline. After this day, a one-time lump sum payment shall be processed.
C. This section does not preclude summer compensation from grants, endowments, contracts, or for other non-teaching activities.

## Section 8 Incentive Separation Benefits

In special cases, the University may grant separation incentive benefits at any time outside the scope of the Article or in addition to the maximum annual University contribution. These benefits will be granted only upon the written agreement of the BUF member, the department chair or school director, the dean, and the Provost. When such an arrangement is deemed warranted by the administration, the Provost or their designee will consult with Akron-AAUP President or their designee and provide justification in writing if requested by Akron-AAUP for the proposed action. A corresponding response will be provided promptly by Akron-AAUP President or their designee. The Provost will consider this response before any action is taken.

## Section 9 Distinguished Professor

A BUF member who is awarded the title of Distinguished Professor shall receive a minimum compensatory award equal to the greater of $11,500 or 14% of the BUF member's base salary, and it shall be added to the base salary of the recipient.

# Article 17 Benefits

## Section 1 Insurance Benefits

A. Coverage: From January 1, 2027, through December 31, 2029, the University will provide BUF members with medical and pharmacy, dental, vision, life, employee assistance and long- and short-term disability benefits as described in Appendices B, C, and D. The Appendices summarize these benefits in non-technical language; the plan documents are written in much more technical and precise language. If the Appendices and the plan documents conflict, the plan documents shall govern. To the extent either party seeks changes which are substantially different, the parties shall negotiate these changes prior to implementation. Should the University change vendors, it shall consult with Akron-AAUP prior to doing so.

B. Health and Dental Employee Contributions for 2027 through 2029

From January 1, 2027, through December 31, 2029, the employee contribution percentages for the Preferred Provider Organization (PPO) 80 plan will be as follows:

| | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 | Tier 6 | Tier 7 |
|---|---|---|---|---|---|---|---|
| Percent of University Employees in Tier | 7.5% | 10% | 20% | 25% | 20% | 10% | 7.5% |
| Percent of Premium Calendar Year 2027 | 12% | 14% | 15% | 16% | 17% | 18% | 20% |
| Percent of Premium Calendar Year 2028 | 14% | 16% | 17% | 18% | 19% | 20% | 22% |
| Percent of Premium Calendar Year 2029 | 16% | 18% | 19% | 20% | 21% | 22% | 24% |

The percentage of University employees in each tier will remain the same throughout the term of this Agreement, but the salary ranges corresponding to each tier will change each calendar year in reference to the salaries as of September 1 of the previous calendar year (e.g., the tiers for 2027 will be based on salaries in effect on September 1, 2026). The actual employee contribution amounts will change each calendar year based on the premium equivalency rates established.

From January 1, 2027, through December 31, 2029, the employee contribution percentage for coverage under the PPO 70 plan and the High-Deductible Health Care Plan (HDHP 90) will be changed annually so that the University's portion of the premium equivalency rate is based on the PPO 80 plan and equal for all plans.

Employees will contribute 15% of the premium for their selected tier of dental coverage.

C. Initiation of Benefits Coverage: Newly hired BUF members and their eligible spouse and eligible dependents, as applicable, shall be entitled to the benefits provided in this section beginning the first day of the month following their date of hire.

D. Spousal Eligibility: Spouses with access to subsidized health coverage through their own place of employment, where the employer contributes at least 50% of the cost, are restricted to secondary University coverage allowance at full employee cost for the same.

E. Section 125 Plan – Flexible Spending Accounts (FSA): The University shall maintain substantially equivalent substantive Section 125 Plans for the duration of this Agreement, including flexible spending accounts (FSAs) for unreimbursed, out-of-pocket medical expenses ("Healthcare FSA") and work-related dependent care expenses (including day care and elder care) ("Dependent Care FSA"). The annual maximum contribution to an employee's Flexible Spending Accounts shall be the maximum allowed under federal law.

    1. Deadline to Use Dependent Care FSA Funds and Submit Dependent Care FSA Claims: For all plan years, Dependent Care FSA funds must be used for expenses incurred within the calendar year. Dependent Care FSAs have a run-out period of 90 days. This means that claims incurred before the plan year ends can be submitted until March 31 of the following year (March 30 in leap years) or within 90 days of termination of employment.
    2. Deadline to Use Healthcare FSA Funds and Submit Healthcare FSA Claims: Healthcare FSA funds must be used for expenses incurred within the calendar year, except that Healthcare FSAs will allow for carryover of unused funds up to the maximum dollar amount allowed under federal regulations remaining at the end of the prior plan year. Claims must be submitted by March 31 (March 30 in leap years) for expenses incurred in the calendar year or within 90 days of termination of employment.

F. Health Savings Accounts (HSA): For members who select the HDHP 90 plan, the University will establish a Health Savings Account for the member and contribute annually to the account to help offset the deductibles. The University will contribute funds incrementally in equal amounts with every pay cycle up to an annual maximum of $500 for individual coverage and $1,000 for family coverage, including those enrolled in Employee/Spouse or Employee/Child(ren) coverage.

## Section 2 Leaves of Absence

A. Sick Leave
   1. General Policy
      a. The University shall provide paid sick leave to all BUF members, as outlined below.
      b. Paid sick leave is defined as the authorized absence from duties for the following reasons:
         i. Personal illness, pregnancy, or injury (if the illness or injury is for more than 5 days, Human Resources may require a physician's certificate);
         ii. Exposure to contagious disease that could be communicated to other members of the University community;
         iii. Illness or injury in the individual's immediate family (as defined below);
         iv. Death (to a maximum of 5 days) in the individual's immediate family (as defined below); or
         v. Medical, psychological, dental, or optical examination or treatment of the BUF member or a member of the immediate family (as defined below).
      c. Definitions
         i. Immediate Family: The BUF member's immediate family is limited to the BUF member's current spouse, parents, children, dependent children, grandparents, siblings, grandchildren, current brother-in-law, current sister-in-law, current mother-in-law, current father-in-law, stepparents, stepchildren, stepsiblings, or a legal guardian or other person who under Ohio law is legally recognized to stand in the place of a parent.
         ii. Pay Status: Active pay status means the conditions under which a BUF member is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, leave with pay, bereavement leave, court leave, professional development leave, and administrative leave. No pay status means the conditions under which a BUF member is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence, and disability leave.
   2. Accrual of sick leave credit
      a. Sick leave is accrued at the rate of 10 hours per month for all 12 months of the year, or as otherwise provided by law.
      b. Only accrued sick leave hours can be requested for authorized paid absences.
      c. There is no accumulation of sick leave benefits while on leave of absence without compensation.
      d. Sick leave accrual shall accumulate without limit, from the date of hire.

3. Procedure governing utilization of sick leave
    a. Sick leave must be requested as far in advance as possible. If advance notice is not possible, then it must be requested by the BUF member or BUF member's legal representative by notifying the department chair or school director as soon as is practicable, presumably on or before the first day of absence, unless extenuating circumstances exist.
    b. The University reserves the right to require a physician's certification or other verification in all instances of paid sick leave and also reserves the right to obtain a second certification from a physician of the University's choice and at the University's expense. When such certification or verification is required, it shall be collected by Human Resources for audit and retention.
    c. For 12-month BUF members, a continuous period of sick leave commences with the first day, or part of a day, of an absence and includes all subsequent days, or parts of days, except Saturdays, Sundays, and holidays observed by the University. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those BUF members who may be scheduled to work on those days, provided, however, no more than 5 sick days shall be counted in any period where a BUF member is continuously absent Monday through Sunday.
    d. For academic year (9-month) BUF members, a continuous period of sick leave commences with the first day of absence and includes all days that classes are in session during the academic year or summer session, except Saturdays, Sundays, and holidays observed by the University. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those BUF members who may be scheduled to work on those days, provided, however, no more than 5 sick days shall be counted in any period where a BUF member is continuously absent Monday through Sunday.
    e. BUF members shall comply with the sick leave reporting system of the University.
    f. In all cases of leave for illness or injury, the University may require written certification by a physician attesting to a BUF member's fitness to return to work and reserves the right to obtain a second certification from a physician of the University's choice and at the University's expense.
    g. Paid sick leave will be charged when used.
    h. When sick leave is used, it will be deducted from the BUF member's accumulated total, 1 hour for each hour of absence.
4. Transfer of sick leave: A BUF member who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one state department to another shall, upon reentering and submitting certified evidence of

accumulated sick leave, be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed 10 years. The words "public agency," as used above, include the state, counties, municipalities, and all boards of education within the state of Ohio. The amount of sick leave transferred to state service shall not be greater than the maximum accumulation that would have been allowed if all public employment had been in the state service.

5. Payment of sick leave upon retirement
    a. Upon retiring from active service with the University after 10 or more years of service with the state or any of its political subdivisions, a BUF member may elect to be paid for one-fourth of the accrued but unused sick leave credit up to a maximum of one-fourth of 120 days. This payment will be based upon the BUF member's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.
    b. Such payment will be made upon retirement in a lump sum in a single paycheck at the end of the month following the month in which the retirement is effective.
6. Any unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including dismissal. Subject to the Family and Medical Leave Act (FMLA), monthly or annual absences greater than the number of hours or days accrued may be considered excessive, except in instances due to extended illness or injury.
7. Vacation leave may not be converted to sick leave unless the BUF member or a member of the BUF member's immediate family is admitted to or treated in a hospital or is under the treatment of a licensed physician and is not released to work. Written verification is required. Only those hours or days medically certified may be converted to sick leave.
8. Sick leave shall not be paid upon the death of an active BUF member.

B. Vacation
    1. Academic Year Bargaining Unit Faculty: BUF members on an academic year (9-month) appointment shall not be eligible for vacation. Such members shall be eligible for all academic recesses, breaks, and holidays as scheduled during the academic year.
    2. Twelve-month Bargaining Unit Faculty
        a. BUF members on a full-time 12-month appointment (effective July 1) have 22 working days (176 hours) of vacation as arranged with their dean or administrative supervisor.

b. Vacation is accrued at the rate of 1.833 days (14.67 hours) for each calendar month of active pay status, excluding leaves without compensation. Vacation days shall include Monday through Friday, exclusive of holidays.
c. BUF members are expected to use their accrued vacation annually. Any accrued and unused vacation leave credit for prior years, up to a maximum of 44 days (352 hours), may be carried forward to the following year. Any accrued and unused vacation in excess of 44 days (352 hours) shall be forfeited on June 30 of each year.
d. To minimize interruption of services, all vacation leave must be approved by the appropriate dean or administrative supervisor. The use of vacation leave may be authorized in advance of the accrual upon approval of the appropriate dean or administrative supervisor and with final approval of the President or appropriate vice president. Upon separation from service, the BUF member's final paycheck shall be reduced by the amount of used, but not accrued, vacation leave.
e. If a BUF member's employment basis is changed from 12-month to 9-month, any accrued but unused vacation time shall be paid to the BUF member in a lump sum based on the 12-month rate of compensation on the effective date of the change up to a maximum of 22 days.
f. Upon separation from service, payment for accrued and unused vacation leave shall be made to the BUF member in a lump sum based on the rate of compensation at separation for any accrued but unused vacation leave up to a maximum of 22 days.
g. For purposes of calculating the lump-sum payment upon (1) 12-month to 9-month employment change or (2) separation, 22 working days shall be equal to 1/12 of the annual salary of the BUF member.
h. If a BUF member dies during active pay status, accrued and unused vacation leave for the current year, plus any accrued and unused vacation leave carried forward from prior years, shall be paid in accordance with R.C. § 2113.04, up to a maximum of 22 days.

C. Family and Medical Leave

1. The University is a covered employer under the FMLA and will provide unpaid leave to qualifying BUF members to the extent required by the FMLA and Federal Regulations promulgated thereunder.
2. Application for Family and Medical Leave (FML) is made to Human Resources or applicable third party which will make the determinations regarding approval.
3. A "rolling" 12-month period measured retrospectively from the date a BUF member uses any FML shall be used to determine the eligibility to use FML in the following 12-month period.
4. Sick leave, if available, will automatically be used for FML. With department chair or school director approval, a BUF member may use accrued paid vacation leave instead of unpaid leave.
5. Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to BUF members beyond those provided by the provisions of FMLA, the Regulations or applicable law of the State of Ohio, except in the situation addressed in the paragraph below.
6. In the event that a BUF member has been on FML and the University obtained a replacement, and if, when the FML concludes, there are fewer than 30 calendar days remaining in the semester, the BUF member may take an unpaid leave for the remainder of the semester. In that case, all benefits shall continue, provided that the individual continues to timely pay the BUF member contribution(s). For the purpose of implementing this FML policy, the definitions and provisions of the FMLA in effect at the time shall be followed when necessary to ensure compliance with the law.

D. Court Leave

1. Except as otherwise provided by law, BUF members will be granted leave with pay if:
   a. Summoned for jury duty by a court of competent jurisdiction;
   b. Subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by the law to compel the attendance of witnesses, where the BUF member is not a party to the action; or
   c. Participating in any action, as an appellant or subpoenaed witness, before the State Personnel Board of Review (SPBR) while in active pay status at the time of the scheduled hearing.

   A BUF member using court leave must submit a copy of the summons or subpoena with the leave request in the timekeeping system.

2. A BUF member who is appearing before a court or other legally constituted body in a matter in which the BUF member is a party, such as but not limited to a plaintiff or defendant, may be granted vacation time or leave of absence without pay. Such

instances would include, but not be limited to, criminal or civil cases, traffic court, divorce or custody proceedings, or appearing as directed as a parent or guardian of a juvenile.

3. Proof of appearance will be required.
4. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during a BUF member's normal working hours, and for which the BUF member was paid by the University, shall be remitted by the BUF member to the payroll office.

E. Disability Leave
   1. A disability leave is defined as an unpaid leave granted or required by the University for medical reasons after the BUF member has exhausted all accrued sick leave. The BUF member must exhaust all paid leave before going on unpaid disability leave. A BUF member whose absence due to illness or injury exceeds all paid leave may be granted disability leave for up to 6 months, which may be extended up to 6 more months, for a total of 1 year. A period of combined sick and disability leave shall not exceed 24 months. During the period of disability leave, the University will not pay salary or wages nor contribute toward retirement benefits nor provide for the accumulation of sick leave or vacation leave but will provide all other employment benefits that the BUF member elects during an enrollment period, or subsequent qualifying event, subject to the applicable BUF member's timely contributions in providing the same.
   2. A BUF member shall receive and otherwise participate in all employment benefits except retirement while on unpaid disability leave. Upon return from disability leave, the BUF member will be reinstated to their position or a comparable position (with the same tenure status and rank) with equivalent pay and benefits, including any increases of salary not related to merit and comprehensive changes in benefits.

F. Military Leave: The University will comply with all current state and federal laws regarding BUF members who either enlist or are drafted into the uniformed services or armed forces of the United States.

G. Parental Leave
   1. Parental leave is available to all BUF members who become parents or legal guardians as the result of childbirth, adoption, or fostering a child ("Parental Leave Event"). Parental leave is a contractual benefit separate from and complementary to FML and sick leave.
   2. A BUF member who experiences a Parental Leave Event is granted 20 working days of paid parental leave which will not be taken from sick days, but which will run concurrently with any available FML. Parental leave may be used at any time, so long

as it is used continuously and within 180 days of the Parental Leave Event. When this leave is used by the parent who gave birth, the leave may be taken prior or subsequent to the use of accrued sick leave for the purposes of recovery from birth.

3. Application for parental leave shall be made to Human Resources as far in advance as practicable. The only certification that may be required is the occurrence of a Parental Leave Event within the applicable time period.

H. Responsibility of the University to find replacement: When a BUF member is to be out on leave such that a replacement is needed, it shall be the responsibility of the University to find and make arrangements for the replacement.

I. Special or Emergency Leave: The University may grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement. Such leaves may be requested by a BUF member and granted if supported by the department chair or school director, dean, and Provost and approved by the Board. The terms and conditions of such leaves shall be mutually approved by the BUF member and the University.

## Section 3 Retirement Plans

A. State Teachers Retirement System of Ohio (STRS): All BUF members covered by this Agreement shall have the option based on their date of hire and eligibility as determined by STRS to participate in one of STRS's plans. BUF member and employer rates of contribution to the plan are set by the STRS Board.

B. Alternative Retirement Plan (ARP): The University shall continue to offer the Alternative Retirement Plan (ARP) to BUF members who are eligible under state law to participate in such a plan. The terms of this defined contribution plan are currently spelled out in a plan document approved by the Ohio Attorney General.

C. Deferred Compensation

1. Section 403(b): BUF members covered by this Agreement shall have the option to purchase through payroll deduction supplemental retirement benefits through a Tax-Sheltered Annuity (TSA) program as authorized by § 403(b) of the Internal Revenue Code. Pre-tax and post-tax (Roth) options will be made available.
2. Section 457(b): BUF members covered by this Agreement shall have the option to purchase through payroll deduction supplemental retirement benefits through a plan authorized under § 457(b) of the Internal Revenue Code. Pre-tax and post-tax (Roth) options will be made available.

## Section 4 Tuition and Fee Reduction

A. The University has created, as an exclusive benefit for its employees, an educational assistance program. The University intends to provide this educational assistance

program to exclude all assistance provided from an employee's income to the extent allowable under Internal Revenue Code § 127 as amended. This educational assistance program is only available to University employees taking courses at the University of Akron. BUF members are eligible for this benefit as of the first day of the first semester of their employment. This program does not apply to graduate assistants who may otherwise qualify for tax exemption of fee reduction under a separate University program.

B. Fee reductions for BUF pursuant to Internal Revenue Code § 127, as amended, include:
    1. Credit courses
        a. Any University BUF member shall be permitted to take 2 credit-bearing courses or 6 credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.
        b. Any BUF member shall be permitted to take a total of 4 credit-bearing courses or 12 credit hours, whichever is greater, during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed 4 credit-bearing courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.
    2. Non-credit courses
        a. Any BUF member shall be permitted to take 2 non-credit courses per semester (i.e., combined summer, fall, spring), which shall not affect their eligibility for credit-bearing course fee reduction enrollment.
        b. Some courses are not available for non-credit course fee reduction (AutoCAD, Microsoft software certification courses, polymer science courses, etc.). A list of such courses will be maintained by the University.
        c. All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a University designation assigned) on a first-come, first-served basis, until class meets minimum paying enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.
C. Tuition waivers for BUF spouses and dependents: Tuition waivers for the instructional fees, or an amount equivalent to the graduate-level credit fees for Ohio residents, or an amount equivalent to the School of Law credit-hour fees for Ohio residents shall be

deducted from total fee charges for the following groups (general fees, course fees, and other special fees are not included in this benefit):

1. Spouses and dependents (as "dependents" are defined by current rules and dependency tests of the Internal Revenue Service (IRS)) of BUF members.
2. Spouses of all BUF members while one or both are in the service of the University. Spouses of BUF members who are also employees may elect to receive fee reductions as either an employee or a spouse.
3. Spouses and "dependents" of deceased BUF members who were serving the University at the time of death.
4. Spouses and "dependents" of all retired full-time University faculty.
5. For purposes of fee reductions, "spouses" refers to individuals who have contracted the legal status of a marital relationship through religious or civil solemnized marriages and complied with all the statutory requirements pursuant to applicable law; and shall not include common law marriages which may be otherwise recognized under Ohio law or other relationships between persons not legally capable of making a marriage contract under Ohio law.
6. Fee reductions may be taxable income to the BUF member.

D. General provisions regarding tuition waivers and fee reduction benefits

1. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.
2. The requirements of residence in Ohio for 1 year before the first day of any term or semester to be exempt from nonresident tuition charges shall be waived for BUF members who are entitled to the fee reduction.
3. Eligibility for fee reductions for BUF members or relatives is determined by employment status on the first day of the course.
4. An individual may receive fee reductions under only one eligibility category (e.g., as a BUF member or other eligible University employee, a spouse or a dependent) during any one academic period. For example, a BUF member who is also the spouse of a BUF member may only receive fee reductions as either a BUF member or a spouse and may not combine the reduction allotments.
5. Eligibility for other authorized fee credits is determined independently from the individual's status as a University employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the University's fee reduction.
6. BUF members with 9-month appointments are eligible for fee reductions for themselves, their spouse or dependents, or both during the summer if reappointed for the following academic year.

7. University-funded scholarship awards awarded to students who are also receiving a fee reduction as a spouse or dependent of a BUF member can be applied to other educational expenses on that student's account, including, but not limited to: on-campus housing, board, and fees. However, no refunds will be issued where University undergraduate scholarship awards exceed the undergraduate student's expenses for tuition, fees, and on-campus housing and board as reflected on the student's bill.

## Section 5 Other Benefits

During the term of this Agreement, all BUF members covered by this Agreement shall receive:

A. University faculty identification card.
B. Extended circulation period and other instructional support services in the University Libraries.
C. Use of the Student Recreation and Wellness Center at the same charge as other employees.
D. University discounts on merchandise purchased through the University bookstore, provided said discounts are made available by the provider.
E. University discounts on merchandise purchased through the Computer Store, provided said discounts are made available by the provider.
F. For BUF with an academic year appointment, the option to elect to be paid on a 9- or 12-month basis. Group insurance contributions will be made on the same basis as pay frequency.
G. Free notary public service.

## Section 6 Parking

Parking will be provided on the same basis as it is provided to all other University employees.

## Section 7 Retiree and Emeritus Faculty Benefits

During the term of this Agreement, BUF members who retire shall receive the following benefits:

A. Retiree Benefits
    1. Faculty identification card, tuition and fee reduction, discounts applicable to merchandise purchased through the University bookstore (provided discounts are made available by the provider), use of recreational facilities, notary public service, library and emeritus study room use, and submission of externally funded grant or contract proposals.

2. Upon request, retirees shall be granted a University of Akron retiree email account. Such requests must be made no later than 30 days following retirement. The University will continue providing a retiree email account while current pricing remains in effect. If the vendor pricing terms materially change, the University may discontinue retiree email with 90 days' notice to the retiree and Akron-AAUP.

B. Emeritus Faculty Benefits

1. During the term of this Agreement, BUF members who are granted emeritus status under Article 21 shall receive the following benefits:

   Faculty identification card, their names listed in a University web directory, library and emeritus study room use, submission of externally funded grant or contract proposals, use of recreational facilities, notary public service, and faculty access, including remote access, to the University network, information technology services and library electronic resources and an emeritus@uakron.edu email account using the same UANetID that was active immediately prior to their separation.

2. Retiree and emeritus faculty access to information technology and network services is governed by the University's rules and policies for use of technology and the terms and conditions of technology provider agreements, including but not limited to the Acceptable Use Policy as defined in O.A.C. § 3359-11-10 (Access and Acceptable Use of University Computer and Information Resources). Any retiree or emeritus faculty member's account found in violation of the rules, policies, or agreements, or that has not been logged into for more than 6 months may be permanently disabled by the University.

# Article 18 Professional Development

## Section 1 Purpose

The University is committed to the development of an academic community recognized for its achievement in contributing, transmitting, and using knowledge and ideas. An essential means for the BUF periodically to enhance competence and widen professional activity is the Professional Development Leave (PDL) program. The major purpose of this program is to promote professional growth and new or renewed intellectual achievement of BUF members. The intended outcome of a PDL is to increase individual effectiveness or produce academically or socially useful results. A PDL may entail specialized scholarly activity or be designed to provide broad cultural experience and enlarged perspective.

## Section 2 Eligibility

A. Any BUF member (tenure-track, tenured, or non-tenure-track) with at least 7 academic years of teaching service at the University, which may include periods of paid leaves of absence or temporary administrative duties (for example, department chair, school director, or an interim appointment to either), may be granted a PDL for a period of not more than 1 academic year to engage in further education, research, or any other activity approved by the Board.
B. If the BUF member shows that the project is better served by dividing the PDL over 2 academic years, the split leave may be permitted at the discretion of the Provost, or designee, provided that such an understanding is reached before the leave is approved.
C. A PDL shall not be granted for the sole purpose of becoming self-employed or obtaining employment elsewhere. However, a PDL may be granted to acquire an advanced degree so long as pursuing the same is in the mutual interest of the University and the BUF member.
D. A BUF member may be considered for an off-cycle PDL under the following conditions:
    1. The BUF member must inform the department chair or school director of their intention to apply for funding that might be used to fund an off-cycle PDL and must keep the department chair or school director apprised of the status of the funding opportunity.
    2. The BUF member must have completed at least 6 semesters (3 academic years) of teaching service since a previous PDL before applying for an off-cycle PDL.
    3. The external funding opportunity must provide funding for the BUF member's total compensation for the duration of the off-cycle PDL. The University shall give consideration to providing partial support to supplement that funding if it is not sufficient to meet the BUF member's total compensation for the duration of the off-cycle PDL.

4. In the case of a negative recommendation, the Provost or the Provost's designee shall provide the applicant with a written rationale for the denial. A negative recommendation is not grievable.

E. A BUF member who has completed a PDL must complete 6 years of paid status upon returning to the University before becoming eligible for a PDL. Application for a subsequent PDL may be made after the completion of 10 semesters (5 academic years) of paid status at the University, with said PDL not to begin before the completion of 12 semesters (6 academic years) of service at the University.

F. Professional leave taken as part of the PDL program shall not be deemed to be in lieu of ongoing commitments in connection with a specific research, scholarly, or creative program.

## Section 3 Compensation

Compensation and other benefits paid to full-time BUF members who are on PDL will be handled as follows:

A. The University shall pay the BUF member for or during a period of professional leave a salary not to exceed the amount that would have been paid to said BUF member for the performance of regular duties during the period of the leave. A BUF member shall receive not less than full pay for 1 semester of PDL. If the PDL is for 2 semesters, the BUF member will receive one-half compensation for the 2 semesters. The salary paid for such leave may not be suitable for inclusion in a final average salary for retirement purposes, as determined by STRS.

B. No BUF member shall, by virtue of being on PDL, suffer a reduction or termination of regular employee retirement or insurance benefits or of any other benefit or privilege received as a BUF member at the University. Whenever such a benefit would be reduced because of a reduction in the BUF member's salary during the PDL, the BUF member shall be given a chance to have the benefit increased to its normal level.

C. A person granted leave under the PDL program will be considered as providing full-time service to the University during that period, and the University shall not pay any additional stipend or other compensation during such period of leave. Leaves may include funding by third parties. Outside employment shall be governed by Article 24, Professional Activities Outside the University. However, no outside employment, not otherwise previously approved, whether for compensation or otherwise, shall be performed without the prior written approval of the dean and the Provost. The salary received from the University will be subject to retirement deduction and other appropriate tax deductions.

## Section 4 Application Contents

The PDL application must contain the following information:

A. A non-technical abstract (cannot exceed 1 page);
B. A statement of the proposed activities, including a summary of the plan of action and its significance (cannot exceed 3 pages);
C. A statement of any additional financial subsidy (i.e., external funding) associated with the application (cannot exceed 1 page);
D. A statement of how the proposed activities relate to the applicant's current fields of expertise: are the proposed activities an extension of current activities, are they new, etc. (cannot exceed 1 page);
E. A statement of the expected results and the impact (cannot exceed 2 pages); expected results may include, for example, publications, presentations, or curriculum development; impact may include, for example, increasing individual effectiveness, or producing academically or socially useful results;
F. A statement on the feasibility of the proposed activities (cannot exceed 1 page); and
G. A 2-page curriculum vitae.

## Section 5 Application Criteria

A. A PDL application must meet the following criteria:
    1. The application outlines a specific plan indicating the PDL will increase the BUF member's effectiveness.
    2. The application demonstrates a strong potential for success.
    3. The PDL activities will lead to deliverables (for example, one or more of book contracts, publications, reports, grants, or creative accomplishments).
    4. The applicant's vita demonstrates a history of scholarly or creative productivity.
    5. The project has anticipated benefits to the University.
    6. When applicable, the BUF member demonstrates success from earlier PDLs.

B. Preference should be given to applications that involve one or more of the following:
    1. Work at other institutions or sites in order to enhance research, scholarship, creative accomplishment, or pedagogy;
    2. Collaboration with scholars at other institutions or sites;
    3. Projects that lead to proposals for external funding or other benefits to the University; and
    4. Projects that cannot be completed without the PDL.

## Section 6 Procedures

The following procedures shall be followed for the submission and review of PDL proposals.

A. It is possible for more than one PDL to be granted within an academic unit in any semester or academic year. BUF members intending to apply for a PDL are encouraged to discuss scheduling options with the department chair or school director and other faculty in order to minimize the potential impact of multiple PDLs on the academic unit.
B. Applications shall be submitted to the department chair or school director before October 1 of the academic year preceding the PDL unless there is a compelling reason to modify the deadline. The application shall include the anticipated benefits to the University.
C. The department chair or school director shall review each application submitted within the academic unit and make a recommendation based on the criteria in Section 5 of this Article and the benefit to the applicant and the academic unit. The recommendation, positive or negative, shall then be forwarded to the dean by October 8.
D. The department chair or school director shall provide each applicant with a written copy of the recommendation. If an application is not recommended for approval, an explicit rationale must be included.
E. The dean shall review each application submitted within the college and make a recommendation, positive or negative, based on the criteria in Section 5 of this Article and the staffing needs of the college. The dean shall provide each applicant with a written copy of the recommendation. If an application is not recommended for approval, an explicit rationale must be included. The determination shall be forwarded to the Provost by November 8.
F. PDL Joint Review Committee
    1. The PDL Joint Review Committee shall be composed of 2 BUF members chosen by the Provost, and 2 BUF members appointed by Akron-AAUP.
    2. The committee shall review all applications after they have been submitted to the Provost, and make recommendations, positive or negative, on the applications. The committee shall report its recommendations and rationales to the Provost. The committee shall complete its work by the last instructional day of the fall semester.
    3. In making the final decision on approval of applications, the Provost shall take into account the recommendations of the department chair or school director, the dean, and the PDL Joint Review Committee.

## Section 7 Faculty Commitment

A. BUF members shall return to the University for at least 1 academic year after completion of their PDL unless the BUF member becomes disabled or dies. Should the BUF member not meet this 1 academic year requirement, they shall reimburse the University for the salary they received for the PDL.

B. Within 1 month of the completion of the PDL, the BUF member shall submit to the Provost a report detailing the accomplishments of the BUF member under this PDL program and the BUF member's compliance with the terms of the PDL program. Upon receipt of the report by the Provost, the BUF member shall be entitled to participate in any salary increase for which the BUF member may be eligible during the term of any PDL on the same basis as any BUF member who did not participate in a PDL.
C. While on PDL, BUF members shall not be eligible to serve on any University, college, or academic unit committees, with the exception of thesis and dissertation committees.
D. Every PDL recipient is required to make a public presentation of their work in the academic year following the PDL. Each college shall develop a forum for PDL recipients to make these public presentations.

## Section 8 University Commitment

The University shall continue its commitment to support research, teaching, and instructional improvement or enhancement activities. This commitment shall be demonstrated in part by making a good-faith effort to approve requests dependent on the academic or other benefit to the University, the needs of the academic unit, or the financial impact on the institution. All recommended proposals that are not able to be funded shall receive priority consideration for approval if resubmitted in the following year.

## Article 19 Intellectual Property

It is the policy of the University, with reference to all creative endeavors of its BUF, conducted on University time or with its facilities, to recognize the interests of the University, the BUF member, sponsor, and other cooperating or participating agencies. However, the University reserves the right to recognize and administer such interests and equities of the participating parties consistent with the public interest as determined by its Board from time to time provided, however, those provisions herein with respect to individual BUF members' rights shall not be altered.

A. In accordance with the custom established in institutions of higher learning, copyright ownership of textbooks and manuscripts and royalties resulting therefrom belong to the author(s) thereof except when the textbook or manuscript is prepared as an assigned project, in which case it is the property of the University and shall be assigned to the University by its author(s). BUF members shall use the following notice when displaying University-owned copyrighted material: "Copyright © (year), The University of Akron, Ohio. All rights reserved."
B. Copyrightable Materials: The parties acknowledge that copyrightable materials created by a BUF member within the course and scope of University employment are "works for hire" and so any copyrights related thereto are the property of the University. However, the University and Akron-AAUP recognize the tradition between the University and the faculty of the University disclaiming its rights in copyrights in certain faculty-created works for hire, and as such, the University disclaims all ownership rights in traditional products of scholarly activity, which include, but are not limited to, journal articles, textbooks, papers, manuscripts, dissertations, theses, monographs, novels, poems, paintings, sculptures, other works of art, musical compositions, teaching materials, and examination materials.
C. Substantial Support: Unless otherwise provided in this Article, the BUF member and the University shall be joint owners of any copyrightable work created by a BUF member with substantial support from the University. In such instances, the BUF member and the University shall negotiate in advance the allocation of specific ownership rights, obligations, and such other issues as they may agree upon.
D. For purposes of this Article, "substantial support" shall mean University financial support in the form of money, facilities, professional technical support services, graduate assistant support, course release or other assigned time that exceeds the norm for a BUF member's usual assignment or salary.

   "Substantial support" includes, but is not limited to:

1. Course release or other assigned time (other than Professional Development Leave); and
2. Additional office or laboratory space, supplies or equipment beyond the normal scope of employment.

"Substantial Support" does not include:

1. Ordinary library services;
2. Ordinary clerical or administrative support;
3. Office or laboratory supplies and equipment provided within the normal scope of employment;
4. Merely assigning a BUF member to teach a course that uses instructional materials that are provided to students electronically, including online materials; and
5. Ordinary computer network support.

E. The University encourages the publication of scholarly works including the results obtained through research and scientific investigation approved, sponsored or conducted as a University project, as well as graduate and undergraduate theses. The University may require that such publications be withheld for a limited period of time to permit the preparation and filing of patent applications or such other activities as may be necessary to protect intellectual property contained in such results, and to otherwise meet applicable government and sponsor contractual obligations.

F. The following general conditions and restrictions will be observed for the best interests of all parties concerned:
   1. Research will be the type of work that will enhance the reputation of the University as an institution of higher learning.
   2. Research will be restricted to the type of work for which the University can provide adequate staff and facilities.
   3. No extra compensation will be paid to any BUF member for participating in sponsored and contract research during the academic year; however, participation in research during the summer months will be paid for at the same salary rate received by a BUF member during the academic year.
   4. The University will not pay salary or wages for work done by a candidate for academic credit leading to a degree; however, students pursuing degree programs may receive University awards, assistantships, stipends, scholarships or fellowships.

G. Contract research
   1. The vice president for research (VPR), or designee, shall coordinate all contract research.
   2. BUF members who wish to pursue specific projects shall consult the VPR and the approach to the sponsor shall be made by the VPR, or designee.

3. All contracts shall be approved by the VPR, or designee, before any work thereunder is begun or any commitments are made.
4. A BUF member shall have the right to accept or decline participation in any contract research made available.
5. A plan for graduate assistantships should be put into effect to facilitate contract research whenever such research becomes available.

H. Patent rights and licensing procedure
1. The Board seeks to stimulate innovative research and to encourage the development and utilization of the discoveries and inventions of research at the University in a manner consistent with the public interest. The Board believes it should make the results of its research available to industry and the public on a reasonable and effective basis.
2. In compliance with R.C. § 3345.14, the Board retains authority for setting policy in the matter of rights to intellectual property including discoveries, inventions, patents and copyrights which result from research or investigation conducted in any laboratory or research facility of the University, and no BUF member shall have any rights to or interests in such discoveries or inventions except as set forth herein.
3. It is the policy of the Board that intellectual property rights belong to the University unless otherwise expressly approved by the Board and stipulated in a written agreement to which the VPR or the President is a signatory. In the instance of research developed with the support of funding from governmental agencies, the regulations of such funding agencies may take precedence over this policy and Article.
4. The University will prosecute applications only for those patents that appear to be of potential economic benefit to the University. Within 1 year following the submission of a written disclosure of invention, should the University elect not to pursue commercialization, the University will surrender its claim to ownership, in the absence of contractual commitments to the contrary, and will allow the inventor(s) to undertake prosecution for patent protection at their own expense. In the absence of any positive action either by the University or the inventor toward commercialization, the Board recognizes a value in such discoveries becoming public domain.
5. The University is concerned with safeguarding the public interest as well as rewarding the initiative of researchers. In the spirit of public service, the University shall seek aggressively to bring those designs, processes, and products for which it holds patents or rights of ownership into highest public use. Such negotiations, on a “best efforts” basis, may involve granting of exclusive licenses.

6. In the course of licensing agreements or sale of rights to manufacturers or others, fees and royalties may accrue. From the gross funds received with regard to any intellectual property held solely by the University, the University will be reimbursed its out-of-pocket costs incurred as of the date of receipt of such funds in obtaining, maintaining, enforcing and licensing the intellectual property. Thereafter, 40% of the net remaining funds will be distributed to the inventors in recognition of and reward for initiative. An additional 10% of net funds will be placed in an account to support the inventor's ongoing University research, 5% of net funds will be placed in an account to be used for college purposes by the deans of the colleges in which the inventors have primary appointments, 5% of net funds will be placed in an account to be used for academic unit purposes by the department chairs or school directors of the academic units in which the inventors have primary appointment and the balance of the net funds will accrue to the University.
7. Stipulations of Public Law 96-517 may take precedence over any other terms of agreement negotiated by the University in matters of patenting and technology transfer.
8. Intellectual property resulting from federally sponsored research is disposed of in accordance with the terms of the applicable agency.
9. Intellectual property resulting from research sponsored by industry or other non-governmental sources of support, other than the University itself, is disposed of in accordance with contract terms negotiated between the University and the sponsor and approved by both parties. In such negotiations the University may agree to a nonexclusive royalty-bearing license; a license of limited exclusivity which is royalty-bearing; an exclusive, royalty-bearing license for the life of the patent, a one-time payment for the entire technology; or any other mutually acceptable consideration. Acceptable contract terms will depend upon such factors as the initial amount of research support, financial expenditures for further development, costs of patent acquisition, duration of exclusivity, period likely needed for market development, or other pertinent factors.
10. The amount of royalty shall be based upon arm's length negotiation within percentage ranges common to the particular technology and the applicable industry. The potential market, potential profit, and the amount of investment needed for development, as well as other factors should be considered in establishing a royalty. The royalty should be based upon an easily audited item, such as "net sales."
11. The University has an equity interest in any invention or discovery of its BUF resulting from research that involves a non-de minimis use of funds, space, or facilities administered by the University. The University seeks to stimulate innovative research and to encourage the development and utilization of the discoveries and inventions

of its research in a manner consistent with the public interest. The University believes it should make inventions resulting from its research available to industry or the public on a reasonable and effective basis. In this regard, the University actively seeks licensing of its patented technology on the best available terms, subject to the following conditions:

a. The University should not be expected to expend additional funds to improve the viability of the patent.
b. The stipulations of Public Law 96-517 relative to terms of exclusivity, etc., become effective if any federal funds have supported research leading to the invention.
c. The potential licensee should provide sufficient credentials of financial and marketing capability for University review.
d. Any agreement should include, as applicable, a royalty fee schedule, term and termination, considerations of "due diligence" provisions which establish levels of expectation and performance of the licensee, and provision for possible license renewal.

12. The University should retain for itself and, whenever possible, for other public or private institutions, the free right to use nonconfidential technology for research and education.
13. All matters relating to discoveries, inventions, patents or technology transfer in which the University is in any way concerned are administered by the office of the VPR. Except with respect to agreements involving the waiver or transfer of ownership of intellectual property as provided by this Article, the President or the VPR shall have authority to execute any agreements, grants, or contracts involving discoveries, inventions, patent rights or technology transfer to the public or industry to the extent that such agreements conform to these regulations. Prior approval of the Board shall not be required with respect to the transfer of intellectual property resulting from research sponsored by governmental agencies that is disposed of in accord with the terms of the applicable agency. At each regular meeting of the Board, the VPR shall provide an executive summary to the Board of those agreements negotiated and executed involving licensing of rights or transfer of technology.
14. Any variance to this policy must receive prior approval of the Board before any commitments, grants, or contracts are made.

I. Use of the name of the University
    1. In soliciting consulting work outside the University, the BUF member may only mention that the BUF member is a member of the University faculty. The University's name shall not be used in advertising.
    2. The name of the University may be used in research reports, books and papers for publication and otherwise as may be set forth in the applicable research contract or as approved by the Board, the President or the VPR.

J. Waiver of rights in intellectual property: Upon written recommendation of the applicable department chair or school director and dean, and written approval of the VPR, University center managers are authorized to execute experimental or technical service agreements, and the VPR is authorized to execute materials and information testing agreements, that waive University rights in intellectual property and related patents and copyrights under the following guidelines:
    1. It is reasonably demonstrated that:
        a. Well-established and accepted technical procedures (e.g., American Society for Testing and Materials (ASTM International) methodology) are expected to be used in conducting client's project, or all work is expected to be directed by client company personnel with the only intellectual input expected of center personnel or University students to be at a level that would not support a patent; and
        b. There has not been, nor is there expected to be any development of new materials, processing methods, or reduction to practice of ideas and methodology resulting from significant intellectual input by University personnel in connection with the project.
    2. The principal BUF member has the respective dean verify and certify in writing that there has not been and is to be no input from anyone (e.g., University faculty) other than center personnel or University students, as the case may be, and the client. If there is, in fact, such input, then any such waiver shall be ineffective as to intellectual property rights attributable to said input, and all intellectual property rights will be retained by the University.
    3. Execution of such agreements shall be on forms drafted or approved by the Office of General Counsel for that purpose, which forms cannot be modified whatsoever without the prior written approval of the VPR and the Office of General Counsel.

K. Guidelines for use of University research and service centers for economic development
    1. University research and service centers may expend funds and utilize lands, facilities, equipment, and the services of employees and students to benefit the people of the state of Ohio by creating or preserving jobs and employment opportunities or improving the economic development and welfare of the people of the state when all of the following factors are present:

a. There is reasonable assurance that the proposed use or activity, or both, would not interfere with or compromise the University's academic and research mission.
b. There is reasonable assurance that the proposed use or activity, or both, would not unfairly interfere with, displace or compete with any existing private or public entity's performance of the same or similar activity.
c. There is reasonable assurance that the proposed activity would result in revenues to the University which shall at least be sufficient to recoup any direct expenses to the University. Depending upon the extent of use or activity, or both, as determined by the Controller of the University, the revenues established for any use or activity, or both, may include a factor to recover all or a portion of the University's actual or potential indirect costs, including but not limited to any unrelated business income tax liability.
d. There is reasonable assurance that the activity to be undertaken will allow public or private entities or enterprises the opportunity to compete more effectively in the marketplace, fulfill needs that the private market is not adequately meeting, or both.
e. There is reasonable assurance that the proposed use or activity, or both, is incidental to the viable academic program. All such use or activity, or both, shall contain substantial and appropriate academic content consistent with the University's academic and research mission.
f. All contracts regarding the proposed activity must receive prior written approval as to legal form and sufficiency by the Office of General Counsel. All such contracts shall contain provisions for liability insurance naming the University as an insured, indemnity by the agency or person seeking the research or service, or some other measure reasonably appropriate to minimize any University liability. Center managers shall forward these agreements, after respective decanal approval and legal review, to the VPR, or designee, for signature.

2. Academic deans for the college in which the respective centers are located shall assure that the requirements are met before approving any such use or activity, or both.

# Article 20 Distance and Distributed Learning

## Section 1 Principles and Definitions

A. Distance learning is defined as courses (or course sections) in which instruction occurs remotely, and various forms of technology are used to provide students and faculty with various modes of interaction and communication, including synchronous, asynchronous, and dual-mode distribution.
B. It is not the intent of the University to use distance education technology to permanently reduce, eliminate, or consolidate full-time bargaining unit positions at the University.
C. The University recognizes that changes in technology offer new opportunities for student learning and that such changes should be made according to sound pedagogical principles.

## Section 2 Teaching Assignment

A. The University will offer, consistent with the overall needs of the academic unit, the right of first refusal to teach any distance learning course to be offered by the University to qualified BUF members, with first preference to the course developer.
B. No member of the BUF shall be required to participate in distance education courses or programs, unless otherwise stated in the BUF member's letter of initial appointment. Where such requirement is not stated in the letter of initial appointment and such BUF member does not wish to participate in distance education courses or programs, but the University believes that such BUF member's participation is required to meet the goals of the academic unit's mission, representatives from Akron-AAUP and the University will meet and confer. The University and Akron-AAUP acknowledge that distance learning is now an integral part of the higher education system in the United States and, consequently, it is the responsibility of the University to provide technology and training to enable the faculty to stay current in this mode of delivery. In return, it is also acknowledged that all faculty teaching distance learning courses must be able and willing to stay current in this mode of delivery.
C. Methods of presentation and course materials are to be under the control of the BUF member assigned to develop or teach the distance education course. Review and coordination by the BUF member's colleagues or department chair or school director within the academic unit or program shall be subject to the usual norms and responsibilities of review and coordination associated with the functions of the academic unit.

D. Individual BUF members should have the same responsibility for selecting and presenting textbooks and learning materials in courses offered through distance education technologies that they have in those offered in traditional classroom settings. For team-taught or interdisciplinary courses and programs, the BUF members involved should share this responsibility.
E. The University shall provide the technology, software, equipment, internet infrastructure (bandwidth), and technical support necessary to develop, operate, and maintain distance learning courses approved, requested, or assigned by the University. When assigned to teach a specific distance learning course, a BUF member will receive in writing a response to any written request(s) they make for any equipment, software, or support that they feel is needed to offer the class.
F. All distributed learning and distance education courses shall utilize the University-approved standardized interface to facilitate uniformity, unless otherwise mutually agreed between the University and the BUF.

## Section 3 Distance Learning Course Development

A. Distance learning course content shall be subject to the same academic standards and shall comply with the same standard practices, procedures, and criteria as traditional course content.
B. In the development of courses for electronic delivery, academic units shall give the right of first refusal to BUF within the unit consistent with the nature of the course and the qualifications and technical expertise of BUF members. This does not, however, preclude other BUF members or external constituents from developing courses for electronic delivery.
C. The University will not enter into a contract(s) or other agreement(s) with a third-party vendor(s) or outside entity to provide a distance learning course (or materials that constitute the majority of the content for any distance learning course) without first providing the opportunity to appropriate and qualified BUF. Any such contract or agreement must meet the applicable provisions of this Article, including, without limitation, Section 3(A).
D. Any course developed by anyone outside the bargaining unit must be reviewed for content and approved by the academic unit's BUF before submission to the curriculum review process.

## Section 4 Ownership

A. Distance learning materials are works, including course content in any medium, which are created and distributed in connection with online instruction and distance learning.

B. Where a BUF member develops copyrightable distance learning materials with substantial support of the University (as defined below in Sections 4(D) and 4(E)), the following shall apply:
    1. The University and the BUF member may negotiate a written agreement in advance which shall specify the allocation of specific ownership rights, obligations, and such other issues as they may agree upon including, but not limited to, allocation of royalties, if any, and limitations on use or transferability of ownership. The BUF member has the right to have an Akron-AAUP representative present during such negotiations. The University shall provide a copy of any executed agreement to Akron-AAUP.
    2. Unless the BUF member and the University agree otherwise in writing, any royalties earned from the commercialization of distance learning materials shall be divided in accordance with the percentages set forth in Article 19(H)(6).
    3. If the BUF member and the University do not execute a written agreement, the materials developed in the course and scope of employment are works for hire and owned by the University. However, the University grants the developing BUF member an undivided co-equal ownership interest in the entire work. The BUF member and the University will both retain a nonexclusive license to use the materials in educational settings, even if the BUF member leaves the University. Provided, however, that while in the employment of the University, a BUF member may not use such distance learning materials to teach at another educational institution.
C. If a BUF member develops copyrightable distance learning materials without the substantial support of the University (as defined below in Sections 4(D) and 4(E)), the materials remain the sole property of the BUF member. Provided, however, that while in the employment of the University, a BUF member may not use such distance learning materials to teach at another educational institution, where such teaching would create a conflict of interest or of commitment.
D. For the development of distance learning materials, “substantial support” includes, but is not limited to:
    1. Provision of designated technical assistance, such as audio-visual department personnel or a qualified graduate assistant, to assist development of an online course, or provision of specialized software purchased for a particular online project, which exceeds normal University support for traditional courses; or
    2. Support commissioned by the University by the provision of course release or other assigned time or other compensation to the faculty member as an adjustment to normal assigned duties for the purpose of creating a distance learning course, which exceeds normal University support for traditional courses.

E. For the development of distance learning materials, “substantial support” does not include:
    1. Ordinary use of University servers and software platforms for the delivery of distance education;
    2. Ordinary orientation to the operation of online instructional techniques and processes; and
    3. Ordinary technical troubleshooting assistance.

## Section 5 Office Hours

A BUF member teaching a distance learning course may hold some of the normally expected office hours online. The BUF member must specify in the syllabus sufficient availability (via email or otherwise) to meet reasonable student needs.

## Section 6 Learning Environment

A. Consistent with other University policies, a BUF member may block a disruptive student’s access to a distance learning course.
B. Determination of class size for distance learning classes shall be based on pedagogical considerations. Limits on the size of each class shall be based on the goals and mission of the academic unit as determined by the department chair or school director and the dean of the college in consultation with the BUF member.

# Article 21 Emeritus Faculty

## Section 1 Qualifications

The emeritus faculty is composed of all persons with the title of emeritus conferred by the President or President's designee in recognition of a career of accomplishment and contribution to the University. To be eligible for emeritus status, BUF members must retire; separate other than for cause with at least 30 years of qualifying service credited under STRS, the Ohio Public Employees Retirement System (OPERS), the School Employees Retirement System of Ohio (SERS), or the Alternative Retirement Plan (ARP); or separate other than for cause at age 65 or older with at least 20 years of service, including 10 consecutive years at the University of Akron.

## Section 2 Procedures

A. Eligible BUF members may request emeritus status. The BUF within the academic unit of the requesting faculty member shall deliberate and vote on the recommendation to confer emeritus status; this may be done electronically. A simple favorable majority of votes cast is required for a positive recommendation.
B. In colleges with academic units, the recommendation, positive or negative, shall be forwarded to the department chair or school director, who shall make a separate recommendation and forward both recommendations to the dean. The dean shall make their own recommendation, and forward that and all previous recommendations to the Provost. The Provost shall make their own recommendation and forward that and all previous recommendations to the President.
C. The process should be completed in a timely manner.

## Section 3 Privileges and Responsibilities

Emeritus faculty may attend faculty meetings in a non-voting capacity at the academic unit or college level at the invitation of the faculty or the chair of the meeting. They may serve in a voting or non-voting capacity on faculty committees, and their names shall be listed in a University web directory. At the discretion of the Provost or designee, they may receive (i) reasonable facilities and (ii) the benefits listed in Article 17, Section 7(B).

# Article 22 Distinguished Professor

## Section 1 Criteria

The title of Distinguished Professor shall be awarded only to a BUF member already at the rank of professor at the University for 5 or more years. The title of Distinguished Professor is an honor recognizing a career that demonstrates substantial professional accomplishments that shall be reviewed through a competitive process.

A. Each academic unit, or college without academic units, shall develop criteria for the title of Distinguished Professor. These criteria shall include those in Section 1(B) through (F) and shall not take effect until approved by both the dean and the Provost.
B. The applicant shall excel in teaching at the University at a level significantly beyond the current expectations for the rank of professor.
C. The applicant shall excel in scholarly activity (pedagogical or discipline-specific) or artistic performance at the University at a level significantly beyond the current expectations for the rank of professor, with a record that is widely recognized as being exemplary.
D. The applicant shall excel in service to the academic unit, college, University, community, or profession.
E. The applicant shall have made sufficient contributions to the discipline to be nationally recognized.
F. The applicant is expected to have demonstrated and maintained high standards of professional conduct.

## Section 2 Applications

A. Applications for the title of Distinguished Professor can be made only by tenured BUF members at the rank of professor. The full application shall be submitted to the department chair or school director of the applicant by April 15. Applications shall include the following:
    1. Current vita;
    2. Narrative statement of qualifications;
    3. Supporting documentation, which shall include copies of publications and evidence of teaching quality, and which may include letters of support solicited by the applicant;
    4. A proposed list of external reviewers, with at least 6 entries. The list shall include the credentials of the potential reviewers and their relationship to the applicant; and
    5. Academic unit or college criteria for the title of Distinguished Professor.
B. An individual may submit an application no more than once every 3 years.

## Section 3 Academic Unit-Level Procedures and Timelines

A. Academic Unit Distinguished Professor Review Committee: Within 2 weeks of receiving an application, the department chair or school director shall notify the dean that an application has been received and call a meeting of those full-time academic unit BUF members with at least 3 years of full-time service, excluding the applicant, to form the Academic Unit Distinguished Professor Review Committee. The committee shall elect a chair from among its members at this meeting.

B. External Review: The Academic Unit Distinguished Professor Review Committee shall compile a list of at least 6 potential external reviewers from a list of nationally recognized individuals at the level of full or distinguished professor in the applicant's discipline or research area, including at least 2 from the applicant's list. The department chair or school director and the dean may add other references if they wish. This combined list shall include the credentials of the potential reviewers and their relationship to the applicant. The applicant shall be apprised of the full list of names considered by the committee. The committee shall request review letters from the individuals on the combined list by the Friday of the spring semester finals week. Letters of request shall include:
    1. Academic unit criteria for the title of Distinguished Professor;
    2. Request that the reviewer address the context of the applicant's work as it relates to the discipline;
    3. Applicant's vita and narrative statement; and
    4. Due date (Friday of week 2 of the fall semester).

C. Academic Unit Review
    1. The Academic Unit Distinguished Professor Review Committee shall review the application in the fall semester after receipt of the external review letters and shall determine by secret ballot its recommendation. Committee members not present for the deliberations are not eligible to vote. A two-thirds vote is required for a positive recommendation.
    2. The committee shall provide a letter of recommendation, positive or negative, to the department chair or school director by the Friday of week 6 of the fall semester. The department chair or school director shall make a separate recommendation, positive or negative, considered sequential, not hierarchical. These letters of recommendation shall include a summary of how the applicant meets or does not meet the criteria for the title of Distinguished Professor.
    3. All recommendation letters and the application shall be submitted to the dean by the Friday of week 8 of the fall semester, with copies to the applicant. If the applicant wishes, the application may be withdrawn before it is submitted to the dean.

## Section 4 College-Level Procedures and Timelines

A. After receiving notification of an application, each college faculty shall elect a College Distinguished Professor Review Committee. Only tenured BUF members at the rank of professor are eligible to serve. The dean shall convene the committee by the Friday of week 9 of the fall semester to elect a chair and provide the recommendations of the Academic Unit Distinguished Professor Review Committee and department chair or school director.

B. The College Distinguished Professor Review Committee shall review the applications in accordance with the following procedures:
   1. The committee shall consider each applicant individually;
   2. No member of an applicant's academic unit shall participate in the consideration of an application;
   3. A two-thirds vote is required for a favorable recommendation;
   4. Committee members not present for the discussion are not eligible to vote; and
   5. The committee may interview:
      a. The chair of the Academic Unit Distinguished Professor Review Committee;
      b. The department chair or school director; and
      c. The applicant.

C. The committee shall write a letter of recommendation, positive or negative, for each applicant, to be forwarded to the dean by the Friday of week 12 of the fall semester, with copies distributed to the Academic Unit Distinguished Professor Review Committee, department chair or school director, and the applicant. Letters must include a summary of how the applicant meets or does not meet the criteria for the title of Distinguished Professor.

D. If the recommendation of the College Distinguished Professor Review Committee is negative, the application (without external review letters) and all recommendation letters, positive or negative, are returned to the applicant and the dean shall not make a recommendation. External review letters shall be held confidentially in academic unit records.

E. If the recommendation of the College Distinguished Professor Review Committee is positive, the dean shall make a separate recommendation, positive or negative, which shall be considered sequential, not hierarchical. The letter must include a summary of how the applicant meets or does not meet the criteria for the title of Distinguished Professor.

F. All recommendation letters and applications are forwarded by the dean to the Provost by the Friday of week 16 of the fall semester.

## Section 5 University-Level Procedures and Timelines

A. Upon receipt of the recommendations, the Provost shall convene the University Distinguished Professor Review Committee by the Friday of week 3 of the spring semester and forward the recommendations to the committee. At this meeting, the committee shall elect a chair from among its members.

B. The University Distinguished Professor Review Committee shall consist of 6 distinguished professors chosen by lot by the Provost's office. Service on this committee shall last 3 years. The committee membership shall be rotated, so that each year 2 distinguished professors will be selected by lot to replace the 2 who are ending their 3-year terms. Should a member of the committee be unable to fulfill their full term, the Provost's office shall select a replacement by lot to serve for the unexpired term.

C. The University Distinguished Professor Review Committee shall review the applications in accordance with the following procedures:
    1. The committee shall consider each applicant individually;
    2. No member of an applicant's academic unit shall participate in the consideration of an application;
    3. A two-thirds vote is required for a favorable recommendation;
    4. Committee members not present for the discussion are not eligible to vote; and
    5. The committee may interview:
        a. The chair of the College Distinguished Professor Review Committee;
        b. The chair of the Academic Unit Distinguished Professor Review Committee;
        c. The department chair or school director; and
        d. The applicant.

D. The committee shall write a letter of recommendation, positive or negative, for each applicant, to be forwarded to the Provost by April 1, with copies distributed to the dean, College Distinguished Professor Review Committee (if applicable), Academic Unit Distinguished Professor Review Committee, department chair or school director, and the applicant. Letters must include a summary of how the applicant meets or does not meet the criteria for the title of Distinguished Professor. If the recommendation is negative, the application (without external review letters) and all recommendation letters, positive or negative, are returned to the applicant and the Provost shall not make a recommendation.

E. The Provost shall make a separate recommendation, positive or negative, for those applicants who received a positive recommendation from the University Distinguished Professor Review Committee. If the recommendation is positive, it is forwarded to the President or the President's designee for approval, usually by the first Wednesday in April. If the recommendation is negative, the application (without external review

letters) and all recommendation letters, positive or negative, are returned to the applicant, and the President or President's designee shall not make a recommendation.

F. The successful applicant(s) shall be publicly recognized by the University community.

## Section 6 Recordkeeping Requirements

After the review process is complete, records shall be maintained in the following manner:

A. In all cases, external review letters shall be held confidentially in academic unit records.
B. For successful applications, application files shall be held confidentially in academic unit records.
C. For unsuccessful or withdrawn applications, application files shall be returned to the applicant.

## Section 7 Compensation

A minimum compensatory award specified in Article 16, Section 9 shall be added to the successful applicant's base salary.

## Article 23 Legal Protection

The University shall provide legal representation to any members of the bargaining unit at their request who are defendants in civil actions arising out of their employment, except as otherwise excluded by law, subject to the approval of the Ohio Attorney General and in accordance with R.C. §§ 109.361 and 109.362. To the extent authorized in R.C. §§ 9.86 and 9.87, and subject to the approval of the Ohio Attorney General, the University shall indemnify and hold harmless any member of the bargaining unit as a result of any judgment other than a judgment for punitive or exemplary damages, a judgment in a civil action arising out of the operation of a motor vehicle, or a judgment in a civil action in which the state is the plaintiff, unless the employer of the employee and the Ohio Attorney General determine that the acts or omissions of the employee were not within the terms of R.C. § 9.87(B)(2). Denial of representation or indemnification by the Ohio Attorney General as provided by law shall not be arbitrable under Article 12, Section 6 of this Agreement.

# Article 24 Professional Activities Outside the University

## Section 1 Permitted Outside Activities

BUF, unless specifically indicated otherwise in the letter of appointment, should be regarded as having full-time employment responsibilities to the University. However, it is recognized that BUF members can engage in activities outside the University whether for compensation or otherwise, provided such activities do not present a conflict of interest or commitment to, or interfere with the individual's full-time responsibilities to the University. Moreover, such outside activities shall not be undertaken which violate Ohio's ethics laws governing public employees. For purposes of this provision, such outside activities shall include: (a) professional activities not connected with employment for the University, including, but not limited to, those professional activities which separately involve a source of income such as from private employment, other public employment, consulting, teaching, research, memberships on corporate boards, partnerships or associations held by BUF, etc.; and (b) non-professional activities for which the BUF member is employed or otherwise compensated. Such outside activities should only be undertaken with full and prompt disclosure to and written approval of the bargaining unit member's department chair or school director and a designated representative of the Provost, such approval not to be unreasonably withheld.

## Section 2 Annual Disclosure

BUF members shall submit on forms required by the Board an annual disclosure of any outside activities referenced in Section 1 above. Such disclosures shall also identify any office or fiduciary relationship of a not-for-profit corporation or public board or agency. Disclosure forms are maintained in the human resources information system of record.

## Section 3 Use of University Resources

When engaging in outside activities, BUF members may not make more than incidental use of University facilities and other resources unless the University is appropriately compensated.

## Article 25 Retiree Reemployment

BUF members who are eligible to retire from an Ohio pension system may seek an agreement with the University to be reemployed full-time with the University as permitted by O.A.C. § 3359-11-15 in the same or similar position following retirement, without the necessity of a formal search process. The terms and conditions of such reemployment including, but not limited to, compensation, shall be negotiated between the BUF member and the University. All such agreements shall be reduced to writing, given to the Board for notice purposes and shall be subject to prior approval by the Provost and President. The provisions of this Article shall not be deemed to obligate the University to approve any such agreement or to create any right to such reemployment or expectancy of any right to reemployment for any bargaining unit faculty member of the University. Reemployed retirees will not be covered under the provisions of this Agreement.

The University shall be limited to employing 9 former BUF members at any given time who retire and are reemployed by the University, pursuant to the provisions of O.A.C. § 3359-11-15.

# Article 26 Academic Calendar

## Section 1 Calendar Requirements

Determination of the academic calendar shall be at the discretion of the University in consultation with appropriate constituencies including Akron-AAUP.

The calendar shall include:

A. Two 16-week semesters of instruction each of which will include a final examination week.
B. A summer term of at least 13 weeks with multiple summer sessions ranging from 4 to 10 weeks.[3]

Specialized workshops, seminars, or specific programs may require schedule variations.

## Section 2 Holiday Schedule

The University observes the following holidays:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Juneteenth
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

If a holiday occurs during a period of active pay status, which includes an approved sick leave, leave with pay, or vacation, the employee will be paid for the holiday. In order to qualify for holiday pay, an employee must be in an active pay status on regularly scheduled workdays both prior and subsequent to the holiday.

[3] This does not require any given college to provide offerings during every summer session.

## Article 27 Workload

Pursuant to R.C. § 3345.455, workload is not an appropriate subject for collective bargaining. In accordance with the requirements of R.C. § 3345.45, the Board has adopted a faculty workload policy consistent with standards developed by the Ohio Department of Higher Education. Any modification to this policy shall be at the sole discretion of the University in consultation with appropriate constituencies, including Akron-AAUP.

# Article 28 Spousal Hires

## Section 1 Initiation

Consideration of spousal partner hiring issues should occur only at the initiative of the candidate for recruitment and with the approval of the Provost and notice to the President of Akron-AAUP, or designee.

## Section 2 Eligibility

The policy will apply only to external candidates. The opportunity provided will be based on institutional priorities and needs.

## Section 3 Levels of Opportunity

A. A second tenure-track position can be created.
B. A 3-year term appointment can be created. At the conclusion of the 3-year term appointment, a tenure-track position can be created, and a national search can be launched. The spouse would have to be the successful candidate to continue.
C. A professor of instruction or of practice position of any rank can be created.
D. If the spouse is in the same discipline as the potential hire, a shared position can be created.
E. The University will provide assistance in networking and locating employment opportunities within a 50-mile radius.

## Section 4 Considerations of Merit

A. In the event that a candidate initiates consideration of the appointment of a spouse and such consideration includes the creation of a new position, the receiving academic unit BUF members shall make recommendations to the dean and the Provost concerning:
    1. The merits of the spousal candidate in relation to others of comparable rank in the academic unit; and
    2. The consequences of such an appointment for immediate academic unit needs and long-term planning.

## Section 5 Receiving Academic Unit

The academic unit “receiving” the spouse must want and need an additional faculty member. A spouse will not be offered an opportunity outside of the potential hire’s academic unit without the consent of the receiving academic unit.

## Section 6 Hiring Procedures

If the accommodation includes the creation of a BUF position, the procedure for hiring the person to fill that position shall include the opportunity for the BUF of the academic unit to interview and deliberate on the candidate, followed by a secret ballot vote whether to recommend the candidate. Following a positive recommendation by the BUF, the department chair or school director makes a separate recommendation which is to be considered sequential, not hierarchical, to be submitted along with the academic unit's recommendation to the dean. College and University approval and hiring of the candidate shall follow Article 11(F) and (G).

## Section 7 Same-Sex Domestic Partners

In the event the United States Supreme Court's decision in *Obergefell v. Hodges* is overruled, the provisions of this Article shall apply equally to same-sex domestic partners as to spouses. In order for a candidate's same-sex domestic partner to be considered, the candidate must complete an Affirmation of Same-Sex Domestic Partnership.

# Article 29 Full-Time Non-Tenure-Track Faculty

## Section 1 Non-Tenure-Track Faculty Positions

Full-time non-tenure-track (NTT) BUF positions are non-tenure-eligible appointments generally established to meet the University's instructional needs, including instruction in classroom, laboratory, clinical, experiential, online, or other educational settings. The University may assign other duties, consistent with institutional needs, including significant service, scholarship, creative activity, professional practice, programmatic responsibilities, or other academic duties, as determined by the University and in accordance with University policy.

A. Titles: There are 2 types of non-tenure-track BUF positions: professor of instruction and professor of practice.
    1. Professors of practice are full-time NTT faculty members with practical experience in industry, business, medicine, government, law, or other professional fields. Such BUF members shall have credentials and background appropriate to their academic appointment. The title may be specific to the BUF member's expertise and role (*e.g.*, "Professor of Clinical Practice," "Professor of Engineering Practice").
    2. Professors of instruction are full-time NTT BUF members with credentials in an academic discipline appropriate to their academic appointment.
B. Ranks: There are 3 ranks of each type of NTT BUF position: assistant professor of practice or instruction, associate professor of practice or instruction, and (full) professor of practice or instruction. Rank is determined by credentials, experience, and years of service.
    1. Assistant professor of practice or instruction is the initial rank for NTT BUF members whose credentials and experience meet the minimum requirements for the position and who have fewer than 5 years of relevant service inside or outside the University. Appointments at the rank of assistant are for terms of 1 year.
    2. Associate professor of practice or instruction is the intermediate rank. Initial appointments at this rank are for individuals whose credentials and experience exceed the minimum requirements of at least 5 years of relevant service inside or outside the University. Appointments at the rank of associate are for terms of 3 years.
    3. Professor of practice or instruction is the highest rank for NTT BUF members. Initial appointments at this rank are for individuals whose credentials and experience far exceed the minimum requirements of at least 9 years of relevant service inside or outside the University. Appointments at the rank of professor are for terms of 5 years.

C. Letter of Appointment: Pursuant to O.A.C. § 3359-20-03.2, the initial letter of appointment and subsequent letters of appointment shall specify the general duties of the NTT BUF member, as determined at the University's sole discretion. The letter of appointment or reappointment shall also specify the title, rank, and term of appointment.

D. Elimination of NTT Positions: If the University determines that an NTT BUF position is no longer needed, the University may eliminate the position at the end of the term of appointment and not reappoint the NTT BUF member who holds it. An NTT BUF member at associate rank or above whose position is to be eliminated shall be notified as soon as possible but no later than the end of the spring semester of the next-to-last academic year of their term of appointment. During the remainder of their term of appointment, they may be assigned such other duties as may be reasonable, appropriate, and helpful to the University. In the event that the University fails to give the required notice timely, the NTT BUF member shall be given a terminal contract for 1 additional academic year.

E. Termination of Appointment: During the term of a 1-year, 3-year, or 5-year appointment, an NTT BUF member's employment may be terminated by the University only for just cause and in accordance with the procedures prescribed in Article 14 of this Agreement.

## Section 2 Credit for Prior Service upon Initial Appointment

Individuals with prior service to the University as part-time or full-time faculty members, including visiting faculty members, shall be credited with such service at the rate of 24 credit hours per year for purposes of the schedule of evaluations and their eligibility for promotion. For example, an NTT BUF member at the rank of assistant who had taught 24 credit hours as a part-time BUF member at the University would be credited with 1 year of service, would be subject to evaluation by the NTT BUF evaluation committee in their first year as an NTT BUF member, and would normally (i.e., absent exceptional performance) be eligible to apply for promotion to the rank of associate in their fifth year. Such credit for prior service to the University shall be noted in the BUF member's letter of initial appointment.

## Section 3 Reappointment and Promotion Guidelines and Review Process

Except as otherwise provided in Section 1(D) and (E) of this Article, NTT BUF members shall be reappointed and promoted in accordance with the evaluation process specified in this section.

A. NTT Faculty Evaluation Guidelines and Committees: The BUF members of each academic unit with one or more NTT BUF members shall:

1. Develop and, by two-thirds vote, adopt guidelines for the reappointment and promotion of its NTT BUF members. Such guidelines shall include procedures and standards for evaluating the performance of NTT BUF members that are consistent

with the provisions of this Article and shall provide for the evaluation of NTT BUF members' performance of their assigned duties. Guidelines in effect immediately before the effective date of this Agreement shall remain in effect until modified in accordance with the terms of this Agreement. Guidelines may be modified by a two-thirds vote of the BUF of the academic unit. Guidelines or amendments thereof do not take effect until approved by the Provost. The deadlines for adopting or amending guidelines shall be the same as those in Section 4(B) of Article 13 of this Agreement for amending promotion guidelines for tenure-track BUF members.

2. Form an NTT BUF evaluation committee consisting of all tenured BUF members and, except as otherwise specified below, all NTT BUF members of higher rank than the NTT applicant for reappointment or promotion. If there are fewer than 3 BUF members in the academic unit who qualify to serve on an NTT BUF evaluation committee, qualifying BUF members from outside the academic unit shall be added so that the committee has a minimum of 3 members. Such additional committee members shall be selected in accordance with rules established by the college. Each committee shall elect its own chair.

B. NTT Faculty Evaluation, Reappointment, and Promotion Schedules: NTT BUF members shall be evaluated, reappointed, and promoted as follows. The term "year" or "years" below refers to years of service to the University, taking due account of any credit for years of prior service to the University awarded in their letter of initial appointment.

1. Assistant Professor of Practice or Instruction
    a. Year One: If the department chair or school director determines performance is satisfactory, the department chair or school director shall provide written feedback on the BUF member's performance and recommend reappointment. If the department chair or school director determines that performance is unsatisfactory, the department chair or school director shall notify the NTT BUF evaluation committee by week 6 of the spring semester, and an expedited review shall be completed by week 10 of the spring semester. If the NTT BUF evaluation committee determines performance is unsatisfactory, the BUF member shall not be recommended for reappointment.
    b. Year Two: The NTT BUF member's performance in year 1 shall be reviewed by the academic unit's NTT BUF evaluation committee. The BUF member shall be recommended for reappointment if their performance is determined to be satisfactory.
    c. Year Three: The NTT BUF member's performance in year 2 shall be reviewed by the academic unit's NTT BUF evaluation committee. The BUF member shall be recommended for reappointment if their performance is determined to be

satisfactory. The committee shall also advise the BUF member whether they are making suitable progress toward promotion.

d. Year Four: If the department chair or school director determines performance is satisfactory, the department chair or school director shall provide written feedback on the BUF member's performance and recommend reappointment. If the department chair or school director determines that performance is unsatisfactory, the department chair or school director shall notify the NTT BUF evaluation committee by week 6 of the spring semester. The NTT BUF evaluation committee shall complete an expedited review by week 10 of the spring semester. If the NTT BUF evaluation committee determines performance is unsatisfactory, the BUF member shall not be recommended for reappointment.
e. Year Five: If the department chair or school director determines performance is satisfactory, the department chair or school director shall provide written feedback on the BUF member's performance and recommend reappointment. If the department chair or school director determines that performance is unsatisfactory, the department chair or school director shall notify the NTT BUF evaluation committee by week 6 of the spring semester. The NTT BUF evaluation committee shall complete an expedited review by week 10 of the spring semester. If the NTT BUF evaluation committee determines performance is unsatisfactory, the BUF member shall not be recommended for reappointment.
f. Year Six: The NTT BUF member's performance in year 5 shall be reviewed by the NTT BUF evaluation committee. The committee shall determine whether the BUF member's performance is satisfactory and whether the BUF member has satisfied the standards for promotion to the rank of associate. If the committee determines that the BUF member's performance is satisfactory and the BUF member has satisfied the standards for promotion, it shall recommend reappointment and promotion. If the committee determines that the BUF member's performance was unsatisfactory, it shall not recommend reappointment. If the committee determines that the BUF member's performance was satisfactory, but the BUF member has not satisfied the standards for promotion, it shall recommend reappointment for year 7 at the rank of assistant.
g. Year Seven: If the NTT BUF member was reappointed to a seventh year at the rank of assistant, the NTT BUF evaluation committee shall review the faculty member's performance and determine whether the BUF member has satisfied the standards for promotion to the rank of associate. If the committee concludes that the BUF member has satisfied the standards for promotion, it shall recommend that the BUF member be reappointed and promoted. If the

committee concludes that the BUF member has not satisfied the standards for promotion, it shall not recommend that the BUF member be reappointed.

h. In cases of exceptional performance, the department chair or school director may request that the dean and the Provost permit the NTT BUF member to apply for early promotion. The candidate must have completed at least 2 years of active service at the University before application for promotion to associate professor can be made. If the dean and the Provost grant such a request, the BUF member shall be permitted to apply for promotion to the rank of associate professor in the year for which the request is granted.

2. Associate Professors of Practice or Instruction
   a. Years One and Two: During years 1 and 2 of their 3-year term of appointment, there shall be no review of the BUF member's performance by the NTT BUF evaluation committee. In each of those years, the department chair or school director shall provide the BUF member with written feedback on their performance and progress toward promotion to the rank of professor.
   b. Year Three: The NTT BUF evaluation committee shall review the performance of the BUF member in years 1 and 2 of the 3-year appointment. It shall determine whether the performance was satisfactory and, if so, whether the BUF member has satisfied the standards for promotion to the rank of professor. If the committee determines that the BUF member's performance was satisfactory and that the BUF member has satisfied the standards for promotion, it shall recommend reappointment and promotion. If the committee determines that the BUF member's performance was satisfactory, but the BUF member has not satisfied the standards for promotion, it shall recommend reappointment for an additional 3-year term at the rank of associate. If the committee determines that the BUF member's performance was unsatisfactory, the BUF member shall not be recommended for reappointment.
3. Professors of practice or instruction shall be given written feedback on their performance annually by their department chair or school director and, in the fifth year of their 5-year appointment, shall be reappointed unless in year 4 the department chair or school director finds the BUF member's performance to be unsatisfactory, in which case the department chair or school director shall notify the NTT BUF evaluation committee, and the committee shall review the BUF member's performance in year 5. In that event, if the committee determines that the BUF member's performance was satisfactory, it shall recommend reappointment. If the committee finds that the BUF member's performance was not satisfactory, it shall not recommend reappointment. When reviewing the performance of an NTT BUF

member at the rank of professor, the NTT BUF evaluation committee shall include all tenured BUF members and NTT BUF members at the rank of professor.

C. Extending the Promotion Timeline
    1. In the event that an NTT BUF member, for 8 weeks or more, has one or more of the following qualifying events, the BUF member may request and, upon such request, shall be granted a 1-year extension of the deadline for promotion to the rank of associate or professor:
        a. The BUF member has a serious illness or disability or is the primary caregiver or co-caregiver (requiring a minimum of 20 hours of care per week) of a newborn, newly adopted child, or newly placed foster child, or of an immediate family member (as defined in Article 17, Section 2(A)(1)(c)(i)) who has a serious illness or disability; or
        b. The BUF member is called to active military duty.
    2. Such request must be submitted within 6 months after the beginning of the leave or within 60 calendar days after the BUF member returns to work, whichever occurs earlier. The request need only state the basic facts and provide documentation to establish that one of the above events occurred and when it occurred.
    3. In any other cases where there are clearly documented extenuating circumstances, the deadline for promotion to the rank of associate or professor may be extended by 1 year, provided that the request is initiated by the candidate, recommended by the department chair or school director and the dean, and approved by the Provost.
    4. BUF members may be granted a total of one extension for the above reasons per promotion cycle.

## Section 4 Reappointment and Promotion Procedures

A. The procedures for NTT BUF members to apply for reappointment and promotion and for NTT BUF evaluation committees to consider such applications, evaluate NTT BUF member performance, and make recommendations concerning reappointment and promotion shall comport with those prescribed in Section 6 of Article 13. However, NTT BUF members shall be evaluated on the basis of their performance of their assigned duties. Activities voluntarily undertaken by an NTT BUF member and not assigned by the University as part of the BUF member's official duties shall not be considered in the evaluation and shall not be subject to external review.

B. Recommendation of department chair or school director: Whenever an NTT BUF evaluation committee makes a recommendation pursuant to this section, it shall report that recommendation and the reasons for it in writing to the department chair or school director, who shall review the report, consider the recommendation, and make their own recommendation. The department chair or school director shall then transmit the report of the NTT BUF evaluation committee and their own recommendation to the dean of the college.

C. The dean of the college shall review and consider the recommendations of the NTT BUF evaluation committee and the department chair or school director and shall make their own recommendation. The dean then shall transmit all 3 recommendations to the Provost.

D. The Provost shall review and consider the recommendations of the NTT BUF evaluation committee, the department chair or school director, and the dean, and shall make the final decision. No NTT BUF member in their seventh year of service at the rank of assistant shall be reappointed if not promoted.

E. Calendar of Events: The events listed in the table below shall occur by the dates indicated therein. In the event that the deadline for completion of a step cannot be met, a request for extension and supporting rationale shall be sent to the relevant administrator prior to said deadline. The request and rationale shall be included in the candidate's file. The administrator shall accept or reject the request for extension within 1 week of its receipt. The rationale for the decision shall be included in the candidate's file. Extension of the deadline at any level does not automatically extend subsequent deadlines. The expedited review process described in Section 3(B)(1)(a), (d), and (e) shall follow the timelines stated in that section and is not governed by the calendar of events in this subsection.

| Date(s) | Action |
|---|---|
| By March 15 | Department chairs or school directors hold organizational meetings to elect chairs of the NTT BUF evaluation committees. |
| By April 1 | Department chairs or school directors send letters of notification to candidates. |
| By April 15 | Candidates send letters of intent to department chairs or school directors. |
| Friday of week 2 of fall semester | Candidates submit full applications. |
| Friday of week 5 of fall semester, or before the committee has made their recommendation, whichever is later | Deadline for candidates' file additions related to scholarship, if applicable, as outlined in Article 13, Section 6(A)(3)(c). |
| Friday of week 6 of fall semester | Committees send recommendations to candidate and department chairs or school directors. |
| Friday of week 8 of fall semester | Department chairs or school directors send recommendations to candidates and deans. |
| Friday of week 16 of the fall semester | Deans forward negative recommendations to candidates and the Provost, with copy to appropriate department chairs or school directors and academic unit committee chairs. |
| Friday of week 2 of spring semester | Deans forward positive recommendations to candidates and the Provost, with copy to appropriate department chairs or school directors and academic unit committee chairs. |
| Friday of week 5 of spring semester | Provost forwards negative recommendations to candidates, with copy to appropriate department chairs or school directors, deans, and academic unit committee chairs. |
| First Wednesday in April, usually | Provost forwards positive recommendations to the President or the President's designee, with copy to deans, department chairs or school directors, and academic unit committee chairs. |

F. In each instance in which the department chair or school director provides an NTT BUF member with feedback on their performance, the NTT BUF member shall have the opportunity to respond in writing.

## Section 5 Eligibility to Apply for Tenure-Track Faculty Positions

Nothing in this Agreement shall create either an advantage or disadvantage to NTT BUF in applying for tenure-track positions. All NTT BUF members may apply and compete for such positions as they become available on the same basis as all other qualified candidates from

within or outside the University, and without jeopardy to the appointment they currently hold. Similarly, nothing in this Agreement shall either guarantee or preclude the University from offering a tenure-track appointment to an NTT BUF member during the term of their appointment.

## Section 6 Appeals

NTT BUF members may appeal adverse reappointment or promotion recommendations on the basis of procedural error or inadequate consideration. The process for appealing such recommendations shall be the same as that prescribed for tenure-track BUF members as set forth in Section 8 of Article 13. In addition, nonrenewal due to changes in the University's needs must be demonstrated and is subject to the same appeal process.

# Article 30 Branch Campus

## Section 1 Faculty

BUF teaching at Wayne Campus shall be held to all rules and regulations and afforded all benefits applicable to all other colleges, as defined in this Agreement.

## Section 2 Parking

BUF will not be required to pay for permits to park at the Wayne Campus.

## Section 3 Academic Administrators

Academic administrator appointments at a branch campus will be made consistent with Article 10 of this Agreement. Academic administrator appointments at the branch campus will be reviewed consistent with Article 10 of this Agreement.

## Article 31 Past Practices

Except as set forth in this Agreement, the University and Akron-AAUP shall not be obligated to continue any practice, policy, or benefit that was or may have been in existence prior to the signing of this Agreement, and the continuation or modification of any such practice, policy, or benefit shall not be considered as creating an obligation to continue that or any other practice, policy or benefit. However, the University agrees that any discontinuance or modification of a practice, policy, or benefit that is not set forth in this Agreement, that affects a number of BUF members in more than one academic unit, will be developed and implemented only after due consultation with and advice of appropriate faculty bodies. Should no agreement be reached on any discontinuance or modification proposed, the University may implement the same only after engaging in effects bargaining with Akron-AAUP.

# Article 32 Separability

## Section 1 Conflict with Law

Should any portion of this Agreement be found by a duly constituted court or regulatory authority to be in conflict with applicable law or public regulation, from which no appeal can be taken, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall commence good-faith bargaining for replacement language.

## Section 2 Remainder Unaffected

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

## Section 3 Reinstatement of Provisions

If any provision of this Agreement that is rendered null and void by operation of Section 1 of this Article is subsequently rendered valid (a) by a duly constituted court or regulatory authority (e.g., by reversal on appeal or by virtue of a court decision being overruled), or (b) by the amendment, abolishment, or enactment of a statute(s) or regulation(s), then the original provision shall be reinstated, notwithstanding that the parties may have agreed to replacement language in the interim time period. In that event, the replacement language shall be superseded and rendered null and void by the reinstated provision.

## Section 4 Board Not a Regulatory Authority

For purposes of this Article, the Board shall not be considered a regulatory authority.

# Article 33 Duration and Negotiation Procedure

## Section 1 Term of Agreement

This Agreement shall be effective upon the ratification of the same by Akron-AAUP's membership and approval by the University of Akron's Board of Trustees, retroactive for compensation purposes, to July 1, 2026, and shall continue in full force and effect through June 30, 2029, and will continue from year to year thereafter unless either party notifies the other in writing not less than 90 days prior to the expiration date (or subsequent annual anniversary of such date) that a modification or termination of this Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and Akron-AAUP will meet for the purpose of negotiation and will commence consideration of proposed changes or modification to the Agreement not earlier than January 1, 2029, and not later than 30 days after receipt of such notice. The University and Akron-AAUP will attempt to agree in advance as to who shall be the mediator or fact-finder.

## Section 2 Negotiation Procedures

In the event that either party provides timely notice of a desire to terminate or modify this Agreement, in accordance with Section 1 above, the following terms and procedures shall apply to the parties' negotiations and dispute resolution.

A. The University and Akron-AAUP shall each select its own collective bargaining committee of not more than 6 members, including 1 chief negotiator for each side. In the event that either the University or Akron-AAUP plans to bring any additional resource people to a negotiating session, at least 24 hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than 7 persons, inclusive of resource persons, at any negotiating session.
B. Negotiation sessions will be conducted as frequently as the parties determine, consistent with each party's obligation to negotiate in good faith. If either party is unable to attend a scheduled session, at least 24 hours' notice shall be given to the other party, unless 24 hours' notice is impracticable due to exigent circumstances, in which case notice shall be given as soon as practicable.
C. Negotiating sessions will be held at a mutually agreed-upon location either in person or by a videoconferencing platform.
D. Each party will provide an electronic copy and, if necessary, sufficient written copies of its proposals and other materials for everyone anticipated to be present.
E. Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreements shall be subject to ratification by Akron-AAUP membership and subject to the approval of the Board. Any tentative agreements reached shall be drafted

and initialed by the chief negotiators but shall not become effective until a full contract is finally approved and executed unless otherwise agreed between the parties as to specific issues.

F. All negotiations will be done in private in accordance with R.C. § 4117.21.

G. Each side is responsible for taking its own notes during negotiations. There will be no recordings, official minutes, mechanical, stenographic, or verbatim notes of the sessions permitted.

H. Each party agrees that each committee shall have the right to caucus upon request, providing the committee requesting the caucus advises the other committee of the expected length of the requested caucus.

I. The 2 chief negotiators may meet to review progress of negotiations and to explore alternatives which may be fruitful at the bargaining table.

J. This section constitutes the parties' sole and exclusive mutually agreed dispute (MAD) settlement procedure. The parties agree to utilize the statutory dispute settlement procedure as set forth in R.C. § 4117.14, except with respect to the following:
   1. That the Federal Mediation and Conciliation Service (FMCS) will be used in lieu of a mediator selected by the State Employment Relations Board (SERB);
   2. That fact-finding may be initiated by either side at any time after mediation is attempted and after the parties have mediated in good faith for at least 30 days;
   3. If fact-finding is requested by either side, the parties shall request from SERB or, by agreement, from FMCS a list of fact-finders (unless the parties have previously agreed to a fact-finder, who has agreed to serve consistent with this MAD settlement procedure) and a fact-finder shall be selected within 2 weeks of receipt of the list of fact-finders from SERB or, if applicable, from FMCS utilizing the procedures in R.C. § 4117.14;
   4. That the fact-finding hearing shall be conducted in accordance with R.C. § 4117.14, subject to the provisions of this Agreement;
   5. That the fact-finding hearing shall be scheduled within 4 weeks of the appointment of the fact-finder; and
   6. That the rejection deadline date for any fact-finder's report shall occur the later of (1) 14 days following said report's delivery; or (2) 14 days after classes begin for spring or fall academic semester.

## Section 3 Midterm Modification

The University may seek to modify any provision of this Agreement prior to its expiration only if immediate action is required due to (1) exigent circumstances that were unknown at the time of negotiations; or (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the

statute or rule. In such event, the University shall immediately so notify Akron-AAUP and the parties shall meet and negotiate in good faith, including providing relevant information and documents, and attempt to reach agreement. If agreement cannot be timely reached, as either side may determine, then either side may submit the dispute to arbitration pursuant to Article 12.

## Appendix A: Memorandum of Understanding on Shared Governance

The University of Akron (University) and the American Association of University Professors, The University of Akron Chapter (Akron-AAUP) (collectively referred to as the Parties) agree to the following measures designed to improve shared governance procedures and ensure such procedures are followed.

A. Financial Transparency: The Labor-Management Policy Committee (LMPC) will meet quarterly to discuss current finances and budget modeling data. These meetings will occur soon after the regular briefings of the Board of Trustees by the University Administration. The Administration will share with Akron-AAUP the same data that are used to brief the Board of Trustees so that both parties are well informed on the financial health of the University.

   The financial data will be summarized in a way that will be understandable to those without expertise in accounting (similar or identical to how it is presented to the Board of Trustees). Akron-AAUP will be provided with supporting data upon request, but it is understood that these requests will not be unnecessarily voluminous or burdensome to fulfill.

B. Investment in Academic Programs: Pursuant to O.A.C. § 3359-10-01.1(C)(1), the Parties recognize that University Council is the primary shared governance body of the University that makes recommendations to the President on financial and budgetary matters. More specifically, pursuant to O.A.C. § 3359-10-01.1(I)(2)(c), the University Council Budget and Finance Committee (UCBF) is primarily responsible for studying, monitoring and making recommendations to the University Council on the development of all University budget, finance and purchasing policies and resource allocations in collaboration with staff, professional staff, and faculty in appropriate departments. This MOU supports that mission, particularly in collaborating with faculty.

   It is recognized that the Faculty Senate – specifically the Academic Investment Committee (AIC) – shall have input into academic budget and strategy matters and shall act as an advisory body to the UCBF. As part of AIC's normal process in providing input in assisting in the development of the annual budget, it shall share its input and recommendations regarding academic programs and academic program investments at the University. This input shall be limited to academic budgetary matters such as suggested investment in faculty positions and departmental resource allocations. The Faculty Senate AIC's role shall at all times remain advisory in nature and subordinate to

that of the UCBF. The following process has been developed for the purpose of achieving a transparent, data-informed mechanism through which faculty, subject to O.A.C. § 3359-10-01.1, may participate in the process of the annual allocation of academic investment via the University budgeting process.

The annual AIC review and recommendation process shall be as follows:

1. In the first year, the Academic Investment Committee (AIC) will review and suggest adjustments to the quantitative, qualitative, and benchmarking data sets recommended by the ad-hoc Investment Criteria Committee. By September 1 of each year, the AIC will send their recommended data sets to the Provost for use by the administration in developing the following year's budget. The Provost will forward the recommended data sets to the Faculty Senate and to academic units for feedback and questions.
2. Over the course of the academic year, the Provost will develop a draft budget allocation for each college for the following fiscal year and share a rationale for the allocation with the deans and the AIC. The Provost will consider the AIC-recommended data as well as other pertinent information in the formulation of this budget allocation. Following any discussions with the AIC, the Provost may adjust the budget allocations. Such changes may be based on input and suggestions provided by the AIC, the UCBF, or other individuals or entities or on other new information not originally considered (e.g., modified estimates for revenues or emergency expenses).
3. Within an overall process guided by the Provost, the deans will develop the college budget within the assigned allocation for the following year. The dean, the department chair or school director, or both will meet with each department's faculty to describe the process and provide a means for faculty to provide input and feedback. (The Dean of University Libraries will meet with the faculty and professional staff from University Libraries.) The chair or director of each department or school will work with their faculty to respond to the dean's request for information. The dean will allow faculty within those academic units to propose ideas for investment early in the process.
4. The recommended allocations to departments within the college will be informed by information from the departments, AIC data, information provided by the UCBF, as well as other pertinent information. As the constraints of the total college budget become clear, the dean will prioritize the use of allocated funding to meet ongoing and new investment strategies and ideas.
5. The deans will produce a summary that includes the allocation for each of the departments with accompanying rationale and an appendix of the proposed faculty

ideas for investment. This summary will be forwarded to the Provost for final review and eventually shared with the AIC. The Provost will include the Provost's final recommendations and attach this summary for the AIC.

6. The AIC will review the Provost's recommendations, including the collegiate budgets. The AIC will provide any final feedback on the process or final recommendations in its annual report to the Faculty Senate. Prior to sharing with the full Faculty Senate, the AIC will provide their report to the Provost and the UCBF for clarification and correction of factual errors or misunderstandings. After the consultation between the Provost and UCBF, the report will be shared with the Faculty Senate and discussed during a Faculty Senate meeting. The discussion will be recorded in the meeting minutes and will be forwarded to the AIC for consideration in the next year's investment process. Per O.A.C. § 3359-10-01.1, the UCBF may always make its own recommendations to University Council, which in turn shall make its final recommendations to the President on the overall budget process.
7. Following the completion of each cycle, the AIC will consider the discussion in Faculty Senate, assess the process and data sets, and propose ongoing modifications and refinements for the administration's consideration in the next fiscal year.

C. Program Viability Review Process: A program may be identified by the Office of Academic Affairs (OAA), the program faculty, department chair or school director, or dean as having significant challenges that could affect its viability (i.e., be considered "at risk"). Challenges to viability could include but are not limited to the following:
   1. Loss or potential loss of accreditation;
   2. Too few bargaining unit faculty to effectively deliver the curriculum, administer the program, or both;
   3. A sustained decline in enrollment in the program;
   4. Redundancy of the program with others at the University; and
   5. Outperformance of the program (as indicated by relevant metrics) by competitor programs to such an extent that future viability is in question.

   The identifying body will communicate their concerns with a rationale in writing to the dean of the college that houses the program. The dean will meet to consult with the program faculty and department chair or school director within 14 calendar days of receiving the communication of concerns to discuss the viability of the program.

   If the faculty agree that the program is no longer viable, admissions to the program will be suspended immediately.

If the faculty or department chair or school director is not in agreement that the program is no longer viable, they must submit to the dean evidence countering the concerns expressed in the written rationale within 30 calendar days of their consultation meeting.

In that event, the dean will notify the OAA and the Faculty Senate Executive Committee (FSEC) that evidence for continuation of the program has been submitted. In consultation with OAA, FSEC will form an ad hoc committee consisting of the following:

1. Two program faculty members;
2. The department chair or school director; and
3. A representative of
    a. The Dean's Office;
    b. The OAA;
    c. The Program Review Committee (PRC);
    d. The Academic Investment Committee (AIC); and
    e. The FSEC.

This committee shall review the status and viability of the program and make a written recommendation to the Faculty Senate regarding the continuation or termination of the program within 30 calendar days of the submission of evidence.

In the case of recommendation for termination, the recommendation shall include a rationale for the decision. The program faculty may accept the recommendation, in which case admissions to the program will be suspended. If the faculty do not accept the recommendation, they may provide a final rebuttal to the Faculty Senate for consideration at the next scheduled full Faculty Senate meeting. The Faculty Senate shall make a final recommendation to the President.

If the recommendation is for continuation of the program, the recommendation to the Faculty Senate should include specific instructions for improvement with a recommended timeframe for re-evaluation. The Faculty Senate shall make a recommendation to the President at its next regular meeting. The President shall act on the recommendation and determine whether to continue or terminate the program. If the President chooses to continue the program but still considers it at risk, the program faculty will follow the specific instructions for improvement provided by the ad hoc committee. If resources requiring financial investment are recommended, the ad hoc committee shall coordinate with the AIC to attempt to secure funding. The program

faculty will report to the FSEC and OAA annually on their progress, with the goal of reaching viability as outlined by the ad hoc committee within the timeframe prescribed by the ad hoc committee, which shall not exceed 3 academic years. If OAA determines that expected progress has not been made within the recommended timeframe, the ad hoc committee will reconvene to review and either provide further instructions for improvement with a new timeframe for re-evaluation, not to exceed the same 3 academic years, or make a final recommendation to the Faculty Senate for termination of the program. The Faculty Senate will then consider this recommendation and make its own recommendation to the President of the University.

In the case of either a recommendation for termination or a recommendation for continuation of a program, the President will act on the Faculty Senate's recommendation. The President's decision shall be final and not subject to further review, except that nothing herein shall preclude the filing of a grievance claiming a violation of either this Memorandum of Understanding or the Collective Bargaining Agreement. Throughout this process, best efforts will be made to have all consultations with the program faculty occur during the 9-month academic year and include all bargaining unit faculty affiliated with the program.

It is agreed that no program will be terminated without having been identified as at risk and reviewed by the ad hoc committee at least once as described above, unless the program faculty are in agreement that termination is warranted. Enrollment in a program shall not be suspended before the program is reviewed at least once by the ad hoc committee and a recommendation is made to the President by the Faculty Senate, unless the program faculty agree.

It is understood by the Parties that, subject to the terms of this Memorandum of Understanding and the Collective Bargaining Agreement, the decision to close or suspend admission to any program at the University shall remain a management right pursuant to Ohio law and Article 3 of the Collective Bargaining Agreement.

Nothing herein shall apply to any undergraduate program subject to mandatory elimination under R.C. § 3345.454(C) or affect any University standard, policy, or system adopted under said statutory provision.

D. Reorganization of Academic Units: When reorganizing or renaming academic units, input will be secured as follows:

1. The faculties of the affected units vote on the proposed reorganization or renaming.
    a. If the proposed reorganization involves the merger of two or more departments or schools within the same college, the faculty of each such department or school votes on it, as does the faculty of the college as a whole.
    b. If the proposed reorganization involves the merger of departments or schools in two or more colleges, the faculty of each such department or school and the faculty of each such college votes on it.
    c. If the proposed reorganization involves the transfer of one or more departments or schools from one college to another, the faculty of each such department or school and each such college votes on it.
    d. If the proposed reorganization involves the merger of two or more colleges, the faculty of each such college votes on it.
    e. If the renaming of a department or school is proposed, the faculty of that department or school votes on the proposal, as does the college in which the department or school is located.
    f. If the renaming of a college is proposed, the faculty of that college votes on the proposal.
2. After the faculties of the affected units have voted on a proposed reorganization or renaming, the proposal is submitted to the Academic Policies Committee of the Faculty Senate.
3. The Academic Policies Committee, after confirming that the faculties of the affected units have voted on the proposal, evaluates the proposal from a University-wide perspective and makes a recommendation to the Faculty Senate about whether to approve the proposal.
4. The Faculty Senate acts on the proposal, making its own recommendation to the President of the University.

# Appendix B: Medical and Prescription Coverage Information (In-Network)

## PPO 80

**Deductibles & Coinsurance**
Deductible (Single): $600
Out-of-Pocket Maximum (Single): $4,500
Deductible (Family): $1,200
Out-of-Pocket Maximum (Family): $9,000
Coinsurance: 20%

**Office Visit Copays**
Primary Care Provider (PCP): $30
Specialist: $45
Urgent Care: $50
Emergency Room: $150

**Prescription Drug Copays**
Retail (Generic): $10
Retail (Preferred): 30% max $75
Retail (Non-Preferred): 40% max $100
Specialty: 30% max $150
Mail (Generic): $25
Mail (Preferred): 30% max $190
Mail (Non-Preferred): 40% max $250

## PPO 70

**Deductibles & Coinsurance**
Deductible (Single): $1,500
Out-of-Pocket Maximum (Single): $6,000
Deductible (Family): $3,000
Out-of-Pocket Maximum (Family): $12,000
Coinsurance: 30%

**Office Visit Copays**
Primary Care Provider (PCP): $35
Specialist: $60
Urgent Care: $75
Emergency Room: $175

**Prescription Drug Copays**
Retail (Generic): $15
Retail (Preferred): 30% max $100
Retail (Non-Preferred): 40% max $125
Specialty: 30% max $200
Mail (Generic): $40
Mail (Preferred): 30% max $250
Mail (Non-Preferred): 40% max $315

## HDHP 90

**Deductibles & Coinsurance**
Deductible (Single): $2,500
Out-of-Pocket Maximum (Single): $4,500
Deductible (Family): $5,000
Out-of-Pocket Maximum (Family): $9,000
Coinsurance: 10%

**Office Visit Copays**
Primary Care Provider (PCP): 10% after deductible
Specialist: 10% after deductible
Urgent Care: 10% after deductible
Emergency Room: 10% after deductible

**Prescription Drug Copays**
Retail (Generic): 10% after deductible
Retail (Preferred): 10% after deductible
Retail (Non-Preferred): 10% after deductible
Specialty: 10% after deductible
Mail (Generic): 10% after deductible
Mail (Preferred): 10% after deductible
Mail (Non-Preferred): 10% after deductible

**HSA Contribution from the University**
$500 Single; $1,000 Family

## Appendix B (cont.): Medical and Prescription Coverage Information (Out-of-Network)

### PPO 80

**Deductibles & Coinsurance**
Deductible (Single): $1,200
Out-of-Pocket Maximum (Single): $9,000
Deductible (Family): $2,400
Out-of-Pocket Maximum (Family): $18,000
Coinsurance: 40%

**Office Visit Copays**
All Office Visits: 40% after deductible

**Prescription Drug Copays**
All Prescription Drugs: Not covered

### PPO 70

**Deductibles & Coinsurance**
Deductible (Single): $3,000
Out-of-Pocket Maximum (Single): $12,000
Deductible (Family): $6,000
Out-of-Pocket Maximum (Family): $24,000
Coinsurance: 60%

**Office Visit Copays**
All Office Visits: 60% after deductible

**Prescription Drug Copays**
All Prescription Drugs: Not covered

### HDHP 90

**Deductibles & Coinsurance**
Deductible (Single): $5,000
Out-of-Pocket Maximum (Single): $9,000
Deductible (Family): $10,000
Out-of-Pocket Maximum (Family): $18,000
Coinsurance: 30%

**Office Visit Copays**
All Office Visits: 30% after deductible

**Prescription Drug Copays**
All Prescription Drugs: Not covered

## Appendix C: Dental and Vision Plan

Table 1: Summary of dental plan services, coverage, and cost.

| Service | PPO Dentist Plan Pays | Premier Dentist Plan Pays | Non-participating Dentist: Plan Pays |
|---|---|---|---|
| Diagnostic and Preventative | 100% | 100% | 100% |
| Basic Services | 80% | 80% | 80% |
| Major Services | 50% | 50% | 50% |
| Orthodontic Services* | 50% | 50% | 50% |
| Balance Billing Protection | Yes | Yes | No |

*Orthodontic Services covered up to age 19, with $1,250 lifetime maximum.
Deductible: $50 per person for basic and major services.
Annual Benefit Maximum: $1,500 per person for all services.

Table 2: Summary of vision plan services, coverage, and cost.

| Service | VSP Signature Network | Other Providers Maximum Reimbursement |
|---|---|---|
| Well Vision Exam | $10 copay per plan year | Up to $35 |
| Prescription Glasses | $15 copay | -- |
| Lenses | Annual basic lens benefit<br>*May use up to $110 additional allowance for any add-ons such as progressive or anti-glare | Single vision: up to $25<br>Lined bifocal: up to $40<br>Lined trifocal: up to $55 |
| Frames | Up to $140 (basic frame)<br>*May use $110 additional allowance if not used for lenses | Up to $45 |
| Contact Lenses (in lieu of glasses) | No copay, 15% off contact lens exam & fitting | Up to $105 |
| Laser Vision Correction | Average 15% off regular cost or 5% off promotional cost with contracted facilities | None |

*$110 additional allowance to be used for **either** lens or frames – cannot be combined.

# Appendix D: Employee Assistance, Disability, and Life Insurance

## EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) includes access to unlimited phone consultation, 6 face-to-face counseling sessions per person per occurrence, plus an expansive collection of resources.

## SHORT-TERM DISABILITY (STD)

One plan option—employee paid.

- 60% salary replacement up to $1,400 per week as non-taxable income.
- 14-day injury waiting period.
- 28-day illness or pregnancy waiting period.
- All sick leave must be exhausted before benefit initiates.
- Pre-existing condition: 12-month lookback; 12 months after effective date of coverage.

## LONG-TERM DISABILITY (LTD)

- Two plan options:
  - 60% basic: Offers 60% salary replacement up to a monthly maximum of $5,000 and is paid for by the University.
  - 70% buy-up: Offers 70% salary replacement up to a monthly maximum of
- $6,000 and is paid by the employee, less the cost of the basic plan.
- 6-month waiting period.
- All sick leave must be exhausted before the benefit initiates.
- Pre-existing condition: 3-month lookback; 12 months after effective date of coverage.

## LIFE INSURANCE

| BENEFIT | COVERAGE |
|---|---|
| Basic Life 2x Salary | 2x employee's salary up to $200,000 |
| Supplemental Life up to 5x Salary | Up to 5x employee's salary with guaranteed issue of $500,000 or less. Evidence of Insurability (EOI) is required for coverage exceeding $500,000* |
| Dependent Life<br>$15,000 / $20,000 | $15,000 Spouse<br>$20,000 Per Child |
| Accidental Death & Dismemberment | Equal to employee's life benefit up to $200,000 |

Age reduction formulas apply to all basic life insurance coverage as listed below:

- At age 65: 92% of the amount of life insurance the employee had prior to age 65;
- At age 66: 84% of the amount of life insurance the employee had prior to age 66;
- At age 67: 76% of the amount of life insurance the employee had prior to age 67;
- At age 68: 68% of the amount of life insurance the employee had prior to age 68;
- At age 69: 60% of the amount of life insurance the employee had prior to age 69;

- At age 70: 50% of the amount of life insurance the employee had prior to their first reduction.

*Guaranteed issue coverage is effective on the later of the date the employee becomes eligible or the date enrollment is complete. The portion requiring EOI is effective upon approval from the vendor.

Docusign Envelope ID: 3A02D927-1BA7-8866-81D9-62F7D67A01BE

# Signature Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

**The University of Akron**

Signed by:
Mark G. Stasitis
1A3AA8905B894B3...
Mark Stasitis
Associate Vice President & Deputy General Counsel
Chief Negotiator
Date: 11/4/2026 | 3:34 PM EST

Gwyneth Price
Gwyneth Price, Ph.D.
Senior Vice President & Provost
Date: 11-11-2026

DocuSigned by:
Sarah J Kelly
FF8D56A95A6D46D...
Sarah Kelly
Vice President, Human Resources | Chief Human Resources Officer
Date: 11/9/2026 | 2:31 PM EST

Signed by:
Michelle Smith
16DF3464F2E1469...
Michelle Smith
Assistant Vice President, Human Resources
Date: 11/6/2026 | 1:38 PM EST

Emily Lenke
Emily Lenke
Director, Employee and Labor Relations
Date: 11.11.2026

**The American Association of University Professors, The University of Akron Chapter**

Signed by:
Toni Bisconti
211F477B0148498...
Toni L. Bisconti, Ph.D.
Professor, Psychology
Chief Negotiator
Date: 11/4/2026 | 1:38 PM PST

Signed by:
Edward Evans
1BF4A05C0F2C4F2...
Edward Evans, Ph.D.
Associate Professor, Department of Chemical and Biomolecular Engineering
Date: 11/4/2026 | 4:43 PM EST

Signed by:
Kate Budd
4518Z385CCB7448...
Kate Budd, MFA
Professor, Mary Schiller Myers School of Art
Date: 11/4/2026 | 6:11 PM EST

Signed by:
Stacey Buser
13117C541445421...
Stacey Buser, Ph.D.
Professor of Clinical Instruction, School of Exercise and Nutrition Sciences
Date: 11/4/2026 | 5:14 PM EST

Signed by:
William D. Rich
D3B6A52725E84CC...
William D. Rich
Professor of Law, Emeritus
Akron-AAUP Consultant
Date: 11/6/2026 | 3:49 PM EST