**A Contract Between**

# PITTSBURG STATE UNIVERSITY/KANSAS NATIONAL EDUCATION ASSOCIATION

# and

# PITTSBURG STATE UNIVERSITY/KANSAS BOARD OF REGENTS

# 2008-2011

**(with FY 2010 Salary Agreement)**

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## I. RECOGNITION

The Kansas Board of Regents and Pittsburg State University recognize Pittsburg State University/Kansas National Education Association as the representative for the purpose of meeting and conferring and the settlement of grievances on behalf of faculty members in the meet and confer unit certified by the Kansas Public Employee Relations Board in Case No. UE 2-1974, which is composed of all General Department Teaching Faculty and Learning Resources Faculty but excludes Administrative Personnel, Departmental Chairpersons, Non-Professional Employees, and Temporary and Part-time Faculty, with respect to the University's obligation to meet and confer, as this term is used in K.S.A. 75-4322(m).

## II. STATEMENT OF EQUAL OPPORTUNITY

Pittsburg State University is committed to a policy of equal opportunity for all members of the University community. To ensure that all faculty members or potential faculty members have the opportunity to realize their employment goals and potentials, the University shall implement all provisions of this contract without discrimination based on race, religion, color, sex, sexual orientation, disability, marital status, national origin, age, ancestry or political affiliation.[1]

[1]Executive Order 11246, as amended; Revised Order No. 4, Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 as amended; Section 503 and 504 of the Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Equal Pay Act of 1963 as amended; Age Discrimination Act of 1967 as amended; Kansas Act Against Discrimination; Kansas Executive Order No. 75-9.

## III. ACADEMIC FREEDOM

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends, specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

A. Teachers 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 an understanding with the authorities of the institution.

B. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. College and university teachers are citizens, members of a learned profession, and officers 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 educational officers, 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.

For further interpretation, see American Association of University Professors (AAUP) Policy Documents and Reports, 1990 Edition, pp 3-10.

## IV. SALARIES

### A. FY 2009

For the 2008-2009 academic year, it is agreed by and between the parties that those faculty salary funds for faculty included in the Meet and Confer Unit ("Unit") shall be divided in the following proportions:

| | |
|---|---|
| Base Salary Total | $13,362,386 |
| Sum of Adjustments | 45,500 |
| Merit Increment Total | 472,385 |
| Grievance Fund | 0 |
| TOTAL | $13,880,271 |
| Summer Session 2009 | $ 1,110,069 |

### B. Definitions

1. "Base Salary Total" is defined as the sum of previous year's salaries of all continuing unit members.

2. "Sum of Adjustments" shall be defined to include promotions.

3. "Merit Increment" shall be defined as the sum representing salary improvement in reward for the level of excellence of an individual's performance.

4. "Grievance Fund" shall be defined as the monies provided to process and redress salary grievances as provided herein.

### C. Salary Allocation

1. Performance Appraisal Guidelines and Procedures

   a. Introduction:

      Pittsburg State University is committed to facilitating high levels of faculty achievement in teaching, scholarly activity/creative endeavors, and service.[2]

[2]These variables are broadly defined with examples in the publication Core of Academe, Office of Academic Affairs, Pittsburg State University, Fall, 1983. (See Appendix)

Levels of achievement of faculty in teaching, scholarly activity/creative endeavors and service vary within the diverse components that make up the University. It is a difficult but not impossible task to attain equal levels of high achievement in all areas simultaneously. It is more realistic to find high levels of achievement in some combination of teaching, scholarly activity, and service.

The particular emphasis placed upon teaching, scholarly activity/creative endeavors and service varies from one individual to the next and is recognized as being a blend of personal choice and university needs. No matter what level of achievement is attained in any one area, Meritorious Annual Performance, as defined below in Section C.1.b. (8), is the standard for all three.

The normal expectation for the annual performance appraisal process is Meritorious Annual Performance. However, there are exceptional cases where the appraisal may be above or below the Meritorious Annual Performance rating. In order to provide faculty with some specific guidelines as to what would be considered Meritorious Annual Performance, a number of variables must be taken into consideration including the interests, expertise, goals, and the desires of the faculty member; goals and objectives of the Department, College and University; and needs of the Department as perceived by the Department Chairperson after consultation with the Department as a whole. Furthermore, departmental standards of performance should be consistent with other Departments of the College. The degree of achievement is a matter of judgment based upon the annual report of accomplishments and other information available to the Department Chairperson.

Professionally developed norm referenced student ratings are one of a variety of ways to measure competence and effectiveness in teaching. Faculty shall be required to use a uniform student rating instrument specified by the Academic Vice President for purposes of course revision and improvement of instruction. In addition, the same uniform student rating instrument specified by the Academic Vice President shall be used by the Administration for the evaluation of teaching competence and effectiveness in the performance appraisal process and in determining individual entitlement to promotion or tenure, *provided that* in no event shall the Administration use student rating instruments as the sole indicator of teaching competence and effectiveness. Examples of additional indicators that may be submitted as evidence of teaching competence and effectiveness in the performance appraisal, tenure and promotion processes can be found in **XXVIII Appendix A, The Core of Academe**. Further details regarding the procedures for the administration and processing of the student rating instrument are provided in **XXIX Appendix B, Protocol for the Administration and Processing of Student Rating Instruments.**

b. Procedures:

The performance appraisal process provides a foundation for an understanding between faculty members and their Department Chairpersons concerning professional objectives for the ensuing year and for the assessment of faculty accomplishments. Faculty who refuse to participate fully at each step [IV, C, 1, b, (1)-(7)] will receive an adjectival rating of Unsatisfactory and, on the basis of non-participation, will receive zero merit salary increment.

The Department Chairperson, in consultation with the Dean, has the responsibility and authority for evaluating faculty performance and for preparing the performance appraisal document.

Each department will use a method of evaluating faculty accomplishments in the areas of teaching, scholarly activity and service which is consistent with the following steps.

(1) Chairpersons will meet with departmental faculty prior to January and develop departmental goals for the ensuing year within the resources available to them.

(2) The faculty member prepares a written statement of objectives relevant to but not limited to the previously developed departmental objectives to be completed during the calendar year.

(3) The faculty member submits this written statement of objectives to the Department Chairperson by March 7.[3] New faculty will submit goals and objectives within 30 days from the date of their initial employment.

(4) The faculty member and the Department Chairperson discuss the proposed objectives and assign each objective to one of the three categories of Teaching, Scholarly Activity/Creative Endeavors or Service.

(5) Faculty, in consultation with the Department Chairperson, assigns each of the areas of Teaching, Scholarly Activity/Creative Endeavors and Service a weight, the sum of which adds to 100. These weights will reflect the assignments and objectives of the faculty member, the departmental needs, and must be within the ranges noted below:

[3]Under extenuating circumstances these dates may be modified by mutual agreement between the Department Chairperson and the faculty member.

| | |
|---|---|
| Teaching | 50 - 70 |
| Scholarly Activity/ Creative Endeavors | 20 - 40 |
| Service | 10 - 30 |

**NOTE**: When teaching is 50% or less of a faculty member's agreed upon assignment, the percentage weights may be modified by mutual agreement between Departmental Chairperson/Dean and the faculty member.

(6) The Department Chairperson prepares a final statement of objectives, their assignment to categories, weights of teaching, scholarly activity, and service, and provides the faculty member with a copy of these objectives by March 15. Changes in the statement of objectives, their assignment to categories, and weights may be made with the approval of the Department Chairperson at any time during the calendar year.

(7) By the first Monday after classes reconvene in the Spring Semester, using the template provided by his/her Dean, the faculty member submits to the Department Chairperson a final report of the faculty member's accomplishments during the calendar year. A faculty member who wishes to be considered for the rating of Exceptional Annual Performance is expected to attach full and appropriate documentation of the accomplishments listed in the report. Other faculty are not expected to attach documentation to their accomplishment reports, except for their advisement survey and student rating reports. Faculty are required to submit documentation and/or other information regarding their accomplishment reports when requested to do so by their chairpersons. A faculty member of the rank of University Professor, Professor, or Associate Professor who has received a rating of Meritorious or Exceptional Annual Performance for the previous year, in agreement with his/her Chairperson, may forego the accomplishment report and will receive an adjectival rating of Meritorious Annual Performance. This option may not be used in any two consecutive years.

(8) Based upon the initial statement of objectives, the annual report of the faculty member, the weights of teaching, scholarly activity/creative endeavors, and service, and other information available to the Chairperson, the Chairperson assigns an adjectival rating to each of the three areas of teaching, scholarly activity/creative endeavors, and service utilizing the following:

Exceptional Annual Performance
Meritorious Annual Performance
Annual Performance Below Expectations
Unsatisfactory Annual Performance

**Rating Categories**

The following ratings are intended to reflect the evaluation of the faculty member's accomplishments for the single year under consideration.

***Exceptional Annual Performance***: A comparative, competitive adjectival rating assigned to a faculty member whose overall performance is well above the norm in the judgmental areas of teaching, scholarly activity/creative endeavors, and service. This is a rating for which faculty must apply and provide appropriate documentation. Its threshold shall reflect substantial accomplishments in each of the three categories. It is a difficult but not impossible task to attain equal levels of high achievement in all areas simultaneously. It is more realistic to find high levels of achievement in some combination of teaching, scholarly activity, and service.

***Meritorious Annual Performance***: An adjectival rating that connotes faculty performance that meets and/or exceeds the threshold of professional quality that is normally expected of faculty in the areas of teaching, scholarly activity/creative endeavors, and service. The University can normally and reasonably expect that faculty members will, to high professional standards of performance, meet their instruction-related obligations; maintain, exhibit, and advance disciplinary competency; serve their disciplines, community, and the University; and demonstrate good University citizenship. University citizenship requires that the faculty member cooperate constructively with his/her colleagues to aid in the accomplishment of the mission and goals of the University, the College and the Department. Faculty have a continuing obligation to engage in those activities that enhance their ability to serve their students, their respective disciplines and the University.

***Annual Performance Below Expectations*:** This rating may be assigned when individual faculty performance does not meet what is normally expected of a full-time teacher, scholar, and colleague at the University. This rating informs the faculty member that she/he has failed during the past year to maintain an appropriate level of performance in those activities that the University normally and reasonably expects of its faculty members.

***Unsatisfactory Annual Performance***: This rating is reserved for faculty whose performance is deemed seriously deficient to the mission of the Department, the College or the University. This rating indicates serious

deficiencies in performance such as a faculty member's repeated failure to comply with official directives or established policies; substantial neglect of her/his faculty duties and responsibilities; lack of professional competence in the performance of faculty obligations; and/or behavior which adversely affects the learning environment and/or the professional performance of others.

These overall adjectival ratings are determined through a limited process and they are based on reviews of a limited range of accomplishments. They are not intended to indicate either satisfactory or unsatisfactory progress toward tenure or promotion. For a description of the tenure and the promotion processes, please refer to Section XI and Section XII, respectively, of this Agreement.

(9) The Department Chairperson/Dean completes an overall performance appraisal rating for each faculty member.

(10) The Department Chairperson and the Dean will together review the performance appraisal of each faculty member to determine if a) the appraisal is consistent with departmental evaluation criteria; b) the departmental standards of performance are consistent with others in the College; and c) the appraisal is consistent with the individual goals and objectives for that year. After review by the Dean and Chairperson, the Annual Performance Appraisal Form, including a narrative, will be prepared for each faculty member. Any "other information available to the Department Chairperson" (see section IV.C.1.a of this document) that is material to the overall performance appraisal rating assigned to the faculty person will be addressed in this narrative. In those cases in which faculty are assigned a rating of either Annual Performance Below Expectations or Unsatisfactory Annual Performance, the Chairperson will also address the areas in which performance has been judged to be below expectations or seriously deficient. The Form will be dated and signed by the Chairperson and Dean. The Annual Performance Appraisal Form and all appended material are given to the faculty member by March 1.

(11) The Dean of Learning Resources with the Vice President for Academic Affairs will review the performance appraisals of faculty in these units.

(12) The faculty member may append any comments, documents or materials he or she desires to this final performance appraisal document within ten (10) class days of the receipt of the document. These attachments will be limited to clarifications of the accomplishments listed in the faculty member's annual accomplishment report, and to responses to the Chairperson's evaluation of Annual Performance Below Expectations or Unsatisfactory

Annual Performance, and to any "other information available to the chair" addressed in the narrative (See Sections IV.C.1.a and IV.C.1.b.(10) of this document). At this point, the performance appraisal process will be completed, and neither party will add to or delete from the Annual Performance Appraisal Form or its attachments.

2. Allocation of Annual Faculty Salary Increments

a. The Vice President for Academic Affairs will distribute to the Deans a percent merit increment (PMI) of the base salary of continuing faculty equal to the percent agreed to in the meet and confer process for merit salary increments.

b. From the funds allocated to the Colleges/Division of Learning Resources, the faculty will be awarded a multiplier of the PMI dependent upon their Overall Performance Appraisal Rating. The Multiplier of the PMI for merit salary increments will be determined as follows:

| If a faculty member's overall performance rating is: | The faculty member's multiplier of the PMI will be within the following range: |
|---|---|
| Exceptional Annual Performance | 1.16 – 1.30 |
| Meritorious Annual Performance | 1.00 – 1.15 |
| Annual Performance Below Expectations | 0.50 – 0.99 |
| Unsatisfactory Annual Performance | 0 |

Within each College, for each rating, all faculty receiving that rating will be assigned the same Multiplier of percentages of the PMI.

c. The assigned merit increment percent for each faculty member is obtained by multiplying the PMI by the Multiplier.

d. Merit salary dollars will be distributed by college and not by department. Deans and the Vice President for Academic Affairs will be expected to balance their merit salary budgets.

e. The base salary of each faculty member will be multiplied by the assigned merit increment percent and the resulting amount, the merit increment, will be added to the base salary.

f. Salary adjustments and promotion increments will be added to the base salary in addition to the merit increment where appropriate.

g. The salary allocation process as contained in this Agreement shall be utilized for the performance appraisals completed during the term of this Agreement.

## V. SALARY GENERATION

The Board of Regents shall recommend as a part of its fiscal year 2010 budget request, an increase in the unit salary base of a minimum of 7.0%. It is recognized that any recommendation is subject to legislative action and approval by the Governor.

### A. Salary Generation Procedures

Meeting and conferring over salary generation is time specific; therefore, decisions must be made prior to Board approval of its budget request at the regular June meeting of the Board. The time lines are as follows:

1. By November, PSU/KNEA will prepare a written salary generation package with justification and submit it to PSU/Board of Regents.

2. PSU/Board of Regents will provide a written response, with rationale, to the PSU/KNEA salary generation proposal by the end of April.

3. If no agreement is reached on a salary generation package, impasse may be declared and a fact finder will be requested from the Public Employee Relations Board (PERB). A mediator will not be requested or used.

4. The written fact finding report must be completed by the end of May so that it will be available at least one week prior to the June meeting of the Board of Regents.

5. At the June meeting of the Board of Regents: Either

   (1) The fact finding recommendations are accepted by the Board of Regents and the Unit, or

   (2) The Board of Regents and the Unit otherwise reach an agreement, or

   (3) The fact finding recommendations are not accepted and there is otherwise no agreement; therefore, the Regents system salary package is used in the Regents budget submission.

## VI. SUMMER EMPLOYMENT PROCEDURE

The following procedures shall be followed in determining which faculty members shall teach during the summer session. The terms dean, department chairperson, and academic unit are generic in nature and should be applied appropriately to the Technical Education Center.

A. The Department Chairperson shall, in consultation with the faculty, prepare a staffing plan to support the summer session academic program and submit it to the Dean. The academic program of the summer session shall reflect programmatic and enrollment considerations. In preparing the staffing plan, the Chairperson shall propose the utilization of the expertise available among (1) qualified tenured and tenure-earning departmental faculty, (2) qualified tenured and tenure-earning University faculty, (3) qualified full-time temporary faculty, (4) qualified part-time temporary faculty, and (5) visiting specialists with appropriate credentials. The Chairperson shall make his/her decision based upon the order listed above with the Chairperson determining whether available instructional personnel are qualified based on written statements available to any interested member of the faculty. Specifically, the following summer school teaching rotation will be utilized:

1. In the inaugural year (Summer 2004), tenured and tenure-earning faculty will be listed by rank then seniority with highest rank/seniority on top of the list;
2. The faculty member on top of the list will have first choice of any course he/she is qualified to teach;
3. After selecting his/her course, the faculty member goes to the bottom of the list;
4. Process continues until all positions are filled or all tenured and tenure-earning faculty (that wish to be employed) are fully employed;
5. If positions are still unfilled after all departmental tenured and tenure-earning faculty (that wish to be employed) are fully employed, qualified tenured and tenure-earning University faculty will be offered positions – if more than one equally qualified faculty member applies, selection will be by rank and seniority;
6. The departmental list (after all departmental faculty have had an opportunity to select courses) will become the starting list for the subsequent summer school session (Summer 2005).

Each department, however, may by a two-thirds vote of the regular full-time members of the departmental faculty, adopt alternate procedures subject to the approval of the Chairperson, for the selection of instructional personnel when such personnel are, in the judgment of the Chairperson, qualified to teach the proposed program offering. Such alternate procedures shall be filed with the Office of the Vice President of Academic Affairs and the President of

PSU/KNEA. Such alternate procedures shall allow for other qualified University tenured and tenure earning faculty to be considered before qualified full-time temporary, part-time temporary or visiting specialists.

B. After receiving all of the proposed staffing plans, and in consultation with the Department Chairperson, the Dean shall prepare a proposed summer program for the College and submit it to the Vice President for Academic Affairs.

C. After consultation with the Deans, the Vice President for Academic Affairs shall prepare the program for the University's summer session.

D. Every effort shall be made to complete this process by October 1.

E. Faculty will be compensated at a rate of 2/10 of their annual salary for full-time employment and for part-time employment at a fraction of 2/10 annual salary proportional to the fraction of full-time summer employment.

F. Full-time summer employment is defined by this Agreement (Hours of Work, XIX.B.2.c.). Part-time summer employment must be a proportional and rational fraction of the contractual definition of full-time employment. Exceptions must be submitted to the Office of Academic Affairs for approval by the Work-Load Committee.

## VII. OUT-OF-STATE TRAVEL

The OST funds allocated to each department will be administered by the Department Chairperson in consultation with the department faculty.

Any unit member's OST funds unspent or unencumbered by March 1, of each fiscal year, will be returned to the Office of Academic Affairs for redistribution to unit faculty.

For FY 2009 through FY 2011, OST will be $500 per unit member.

## VIII. SAFETY

Pittsburg State University will:

A. maintain safe and healthful working conditions;

B. furnish, within reason, the best available mechanical safeguards and personal protective equipment;

C. maintain an active and aggressive safety program;

D. maintain a continuous educational program in safe operating procedures; and

E. insist that all employees observe established safety regulations and practices and use the safety equipment provided.

## IX. FACULTY NON-REAPPOINTMENT BECAUSE OF CAUSE, FINANCIAL EXIGENCY AND ACADEMIC PROGRAM DISCONTINUANCE

### A. Introduction

Non-reappointment of faculty occurs as the result of three contingencies: cause, financial exigency, and academic program curtailment or discontinuance. The policies and procedures below concern each of these areas:

### B. Cause

Non-reappointment of a tenured faculty person may occur as a result of "cause" which shall include "chronic low performance," defined as having received two consecutive "Unsatisfactory" adjectival ratings.

A faculty member receiving a final performance appraisal adjectival rating of unsatisfactory will be officially placed on probation by the University.

The adjectival rating will be final only after the faculty member has opportunity to grieve under the process defined in Section XXIV.B.

When the Unsatisfactory adjectival rating is final, a professional development program will be developed and the faculty member and the Chairperson/Dean will mutually agree to the program.

Should the faculty member and the Administration be unable to agree on a professional development plan, a Faculty Review Committee will produce a professional development plan. The Faculty Review Committee consists of three randomly selected tenured faculty[4] from the affected department and two randomly selected tenured faculty from outside this department.

During the 12-month probationary period, which commences with the formulated development plan, the annual performance appraisal process shall be modified to reflect dates based on the start of the program. The dates shall be specified by the Academic Vice President and furnished to the individual, Department Chair, and the Dean.

A faculty member receiving a final adjectival rating of Unsatisfactory at the end of the probationary period may be reviewed for non-reappointment. The adjectival rating will be

[4] If the Department does not have at least three tenured faculty members, additional tenured faculty will be selected at random from the affected College/School.

final only after the faculty member has opportunity to grieve under the process defined in Section XXIV.B.

A review for non-reappointment will be conducted by the Faculty Review Committee, the Chairperson, the Dean, and the Vice President for Academic Affairs. The Faculty Review Committee again consists of three randomly selected tenured faculty[5] from the affected department and two randomly selected tenured faculty from outside this department. If in the unanimous view of the Faculty Review Committee membership, the Chairperson, the Dean, and the Vice President for Academic Affairs, the performance deficiencies have not been removed or adequate progress toward improving performance has not been made during the professional development program, the faculty member may be discontinued.

The decision for non-reappointment may be grieved under Grievance Procedure defined in Section XXIV of the PSU/KNEA - PSU Board of Regents Agreement.

**C. Academic Program Discontinuance**

In the life of a university, as knowledge expands and new academic programs flourish, some programs may diminish or become outmoded. In the process of discontinuing programs, three basic considerations must prevail: 1) maintenance of a strong and vigorous university, 2) fulfillment of commitments to students in the process of completing discontinued programs, and 3) the fulfillment of established faculty rights and due process to individual probationary or tenured faculty and unclassified staff members who may be subject to dismissal.

Dismissal of individual faculty may occur as a result of program discontinuance. Within the constraints and necessity of program integrity and departmental policies, faculty will be released by appointment category and academic rank in the following order: part-time, temporary, tenure earning, and tenured; instructor, assistant professor, associate professor, and professor.

1. Procedures

After receiving notification of the discontinuance of a program from the President, the Vice President for Academic Affairs, upon the recommendation of the appropriate Dean or Director, shall recommend to the President which faculty members within the discontinued program are to be dismissed. Before notice of the intent to dismiss is given to tenured and tenure earning faculty, reasonable efforts shall be made to place the faculty member in another suitable position within the University. Affected faculty may apply for any open unclassified position and any teaching position not occupied by a tenured or tenure earning faculty member. If the faculty of the receiving

[5] Same as Footnote 4 - Page 16

department determines the affected faculty member is qualified the faculty member will be assigned that position. If placement in another position would be facilitated by a period of retraining then the affected faculty member will be awarded an appropriate sabbatical leave or leave with pay for that purpose. Pittsburg State University will attempt to make agreements with other institutions to facilitate affected faculty attending those institutions for retraining purposes.

If reasonable efforts at reassignment are unsuccessful, the Vice President for Academic Affairs shall give written notice of the intent to dismiss the faculty member. Notice shall include: a) a statement of the basis for the initial decision to dismiss, b) a description of the manner in which the initial decision to dismiss was determined, c) a disclosure of the statement upon which the Vice President for Academic Affairs relied to discontinue the program, and d) a statement of the faculty member's right to respond to the dismissal. Such notice shall be given observing the University's policy on standards of non-reappointment as set forth in the Unclassified Personnel Handbook.

Tenured faculty dismissed for reasons of program discontinuance will be retained for the time during which their programs are being phased out. During the time in which students in a discontinued program are permitted to complete their degrees, tenured faculty members shall be continued in their previous duties, or shall, be temporarily reassigned without a reduction in salary, rank or tenure status to other suitable positions within the University. The University will assist dismissed faculty in their efforts to secure acceptable positions during the phase out period. Dismissed faculty will have the right to retire or resign their appointments at their discretion during the phase out period.

2. Faculty Due Process

A faculty member shall have the right to grieve the Vice President's decision through the existing faculty grievance procedure. Such grievance shall be made in writing, and shall be filed within twenty (20) days of the date of notification. The appeal may be based on the grounds that: 1) dismissal was based on a statutory or constitutionally impermissible reason, 2) use of incomplete or erroneous data or information in the decision making process by the Vice President led to dismissal (that is, that the Vice President had insufficient basis in fact for selecting the appellant for dismissal), 3) no reasonable effort was made to place the faculty member in another suitable position in the University before the notice of intent to dismiss, or 4) the procedure surrounding the dismissal was improper.*

*In the case of decisions to discontinue an academic program by the Board of Regents, “the procedure surrounding the dismissal was improper” will not be considered grounds for grievance.

Improper procedure includes (but is not limited to):

a. Violation of the procedures outlined in "Recommendations for Academic Program Discontinuance" for arriving at the recommendation of discontinuance of the program in question. Such appeal, however, shall not address the substance of the recommendation.

b. A violation of the procedures outlined in this document for arriving at the recommendation of non-reappointment of the individual.

Where the basis of the grievance is statutory or constitutional impermissibility, use of incomplete or erroneous data, or lack of effort, the burden of proof is on the faculty member. Where the basis of appeal is improper procedure, the burden of proof is on the Vice President. The faculty member shall have access to all relevant information in the possession of the administration to aid in preparing the case based on any of the grounds listed above.

If the program that has been discontinued should be reinstituted within three years from the date of declaration of discontinuance, faculty positions in that program shall not be filled unless the dismissed faculty member shall be offered reappointment at the same rank, salary increased at a Satisfactory Performance Rating based on any pay increases and adjustments made to the general faculty during the time they were dismissed, and tenure status as held previously, unless the faculty member is demonstrably unqualified for appointment in the reinstituted program.

The faculty member will be given thirty (30) days to accept or decline an offer of reappointment. If, after the three (3) year period, a position in the area of previous service of a dismissed faculty member is advertised, the faculty member shall, if possible, be notified and given an opportunity to apply.

## D. Retrenchment Due to Financial Exigency

The following procedures used for the reduction of Unit members, how such personnel shall be laid off, and how they shall be recalled. The term dean is generic in nature as is the term academic unit. When read in this document, such terms appropriately apply to the Division of Learning Resources.

1. Personnel Reduction Procedures

a. The President shall inform the Vice President for Academic Affairs of the number of positions to be reduced. The Vice President for Academic Affairs shall, in conjunction with the Deans, determine the number and location of those reductions observing academic integrity.

b. The Deans, in conjunction with the Department Chairpersons, shall implement departmental reduction procedures, summarize the reductions to be made, and report them to the Vice President for Academic Affairs.

c. The Vice President for Academic Affairs shall forward the names of the reduced personnel to the President, who shall properly notify them of their termination, the conditions of their termination, the right to grieve the reduction, and the stipulations under which they may expect recall.

d. Although the University is not responsible for the ultimate placement of reduced faculty, it shall assist faculty in locating employment, both academic and non-academic, on a national basis to assist reduced personnel in locating new placements.

2. Personnel Recall Procedures

a. After a period of personnel reduction, the University must honor the reinstatement rights of faculty members released under the personnel reduction procedures for a period of one year from the date of termination.

b. If an academic unit is reallocated a faculty position within the time frame specified above, the Vice President for Academic Affairs shall inform all eligible faculty of that academic unit who have been notified and/or terminated of the reallocated faculty position.

c. The academic unit shall consider the qualifications of all eligible faculty for the position.

d. A notified and/or terminated faculty member recommended by the academic unit shall be offered the position by certified mail and given fifteen days to accept or decline the offer.

e. Faculty shall be reinstated at their former rank and tenure status and at a salary no less than the existing salary at the time of retrenchment.

f. The obligation of the University to faculty members released under personnel reduction conditions shall cease after one year from the date of termination.

## X. PERSONNEL FILES

The University shall maintain official personnel files in the Office of the President for faculty members. These files shall be confidential. Any material in such files dealing with personnel and/or professional matters shall include authorship.

A faculty member or his/her designee shall have access to his/her personnel file during regular office hours provided there shall be no undue interference with the normal routine of the office. A faculty member's official personnel file shall not be removed from the office by the faculty member or his/her designee, and access to the file shall be only in the presence of someone in authority in the office.

If a faculty member designates another person to have access to his/her personnel file, the faculty member shall authorize the Office of the President in writing to release his/her file to that designee for examination.

A faculty member shall have the right to respond to or comment upon any material filed in his/her official personnel file. Such response or comment shall be affixed to the material and placed with it in the faculty member's file.

A faculty member shall have the right to have a copy of material filed in his/her official personnel file at personal expense. Copies will be made by a representative of the Office of the President upon request from the faculty member concerned.

University administrators shall have access to faculty personnel files in carrying out their official duties.

If a personnel file is duly subpoenaed, the faculty member involved shall be notified of such subpoena at the earliest possible time.

The original or a copy of an official personnel file shall be made available at a faculty member's grievance hearing on his/her written request.

That portion of a faculty member's personnel file relevant to a grievance being heard or a copy of that portion of the file may be introduced at a grievance hearing upon the written request of an administrative official involved in the grievance hearing of that faculty member.

## XI. RECOMMENDING AND AWARDING TENURE: GUIDELINES AND PROCEDURES

### A. Tenure Guidelines

To be awarded tenure at Pittsburg State University, faculty members must be able to demonstrate professional competence and achievement in the areas of: 1) teaching, 2) discipline research, scholarly activity, and creative endeavor, and 3) community, professional, and University service which is reasonably judged to be of such recognizable merit as to justify the status and commitment of a continuing appointment. In considering tenure, the entire length of service that a faculty member has rendered at Pittsburg State University should be considered.

Beginning with the appointment to the rank of full-time instructor, recommendations for tenure shall be earned on the following schedule of probationary service at Pittsburg State University: Instructor, seven years; Assistant Professor, five years; Associate Professor, four years; and Professor, three years.

For initial appointments, any exceptions to the above probationary periods shall be stated in the letter of appointment. The University shall, at the time of appointment, determine, after consultation with the tenured faculty and the Department Chairperson, whether prior service shall reduce the probationary period at Pittsburg State; provided, however, that no person shall be considered for tenure until after a minimum of two years employment at Pittsburg State University.

When a probationary period is interrupted by a sabbatical leave, the period of absence will be counted toward eligibility for tenure.

Leaves without pay will not be regarded as a break in service, and no leave without pay will count toward sabbatical leave.

Scholarly leave without pay will count toward the tenure probationary period unless the employee and the institution agree, in writing, to the contrary at the time the leave is granted. All other leaves without pay will not count toward the tenure probationary period.

Those on a leave without pay are governed under provisions set forth in policies regarding resignation and release from employment obligation.

During a military leave without pay the faculty member's status is frozen until he/she returns to that position.

If a faculty member is not to be continued, notification in writing will be given by March 1 during the first year of service, by December 15 of the second year of service, and, thereafter, at least one year prior to termination.

All deadlines hereunder shall be met when such written notification is hand delivered or mailed to the faculty member on or before the deadline as follows:

1. Hand delivery hereunder is complete when the written notification is signed and dated by the faculty member or a third party witness and is deemed received by the faculty member on the date of delivery.

2. Mail delivery hereunder is complete when the written notification is sent both certified mail and first class, postage prepaid, to the faculty member's last known address and is deemed received by the faculty member on the earlier of the date the faculty member signs for the delivery or the date of the first delivery attempt.

During the probationary period a faculty member should have the academic freedom that all other members of the faculty have.

In addition to the information on promotion and tenure found in the Agreement and Appendix A from The Core of Academe, all parties should consult the department's individual criteria. Said departmental criteria should be in harmony with the statements found in the Agreement. Departmental guidelines do not supersede the Agreement.

**B. Tenure Procedures**

1. <u>Tenure Committee</u>

During the fall semester, the following tenure committee shall be formed from the PSU continuing faculty (all those possessing academic rank):

a. Department Tenure Committee:

Faculty may serve on departmental tenure committees as long as they are tenured faculty members or have been successfully reviewed for tenure.

Departmental Tenure Committees will consist of departmental Unit faculty selected by any manner consistent with procedures acceptable to the departmental faculty acting as a group. The Chairperson of the Department Tenure Committee will be elected by the committee. If a Departmental Committee cannot be formed due to lack of tenured faculty, the review will be passed on to the next level.

Learning Resources faculty will process tenure dossiers through tenure committees at the organizational unit level. The members of the unit committees will elect the Chairperson of the tenure committees. Dossiers will be forwarded directly to the Vice President for Academic Affairs.

Academic administrators and faculty tenure committee chairpersons are responsible for assuring that candidates' dossiers are complete and in the recommended format. They are also responsible for assuring that the written justifications are relevant to the basis upon which the candidate is being considered for tenure. Dossiers and recommendation justifications should be returned to the prior level to be reconsidered if they have not followed these tenure guidelines.

2. Nominating Faculty for Tenure Consideration

It is the responsibility of the individual faculty member to engage in those activities that will eventually result in the awarding of tenure. It is the responsibility of the Department Chairpersons to counsel and guide the faculty member into activities that will increase the probability of tenure being granted. Descriptions of the main areas of teaching, scholarly activity, and service, useful in tenure decisions, are contained in the Core of Academe. (Appendix)

Professionally developed norm referenced student ratings are one of a variety of ways to measure competence and effectiveness in teaching. The submission of student ratings is required in the tenure process and, along with other evidence submitted in the process, they shall be used to measure competence and effectiveness in teaching. Examples of additional indicators that may be submitted as evidence of teaching competence and effectiveness in the tenure process can be found in **XXVIII. Appendix A. The Core of Academe**. Further details regarding the procedures for the administration and processing of the student rating instrument are provided in **XXIX. Appendix B. Protocol for the Administration and Processing of Student Rating Instruments.**

The Department Chairperson will provide the faculty member with a written report assessing the faculty member's progress towards achieving tenure in the Department. This report shall be made at the end of the first year for ranks of associate professor and professor and at the end of the second year for ranks of instructor and assistant professor and once again at such time as requested by the faculty member. Each report shall be based upon detailed departmental tenure criteria reflecting professional standards developed by the departmental faculty in consultation with the Chairperson and reviewed by the Dean and by the Vice President for Academic Affairs. The faculty member shall be given a copy of departmental criteria for tenure at the beginning of their employment.

The first written tenure report shall be submitted to a departmental committee, composed of tenured faculty, for review and recommendation, prior to submission to the faculty member.

The Office of Academic Affairs will notify tenure candidate members, in writing, of their eligibility for tenure the fall semester of the final year of their probationary period. The faculty members will then be responsible for preparing and submitting a tenure dossier. The tenure candidate will determine the content of the dossier material submitted by the candidate.

3. Recommending Faculty for Tenure

The Department Tenure Committee will review the dossier and make a recommendation. This recommendation will be recorded in the place provided on the dossier cover sheet. The Department Tenure Committee will prepare, for inclusion in the dossier of each candidate, a statement supporting their recommendation. The tenure dossier shall be reviewed by the Department Chairperson, who will recommend or not recommend the candidate for tenure, in writing and provide justification for any recommendation that is made. All dossiers containing the Chairperson's and departmental recommendation will be sent forward to the Dean of the relevant College.

The Dean will review the dossier and will recommend or not recommend the faculty member for tenure. The recommendation will be in writing and will include a justification of the decision made. Reasons must be given to support both a positive and negative recommendation.

The Vice President for Academic Affairs will receive tenure recommendations from all College Committees, and the Division of Learning Resources, when appropriate. The Vice President will consider all candidates for tenure, and after the dossiers have been reviewed, the Vice President shall recommend or not recommend each candidate and provide a written rationale for that decision. Upon completion of this task, the dossiers will be forwarded to the President. The President will review the recommendations of the Vice President for Academic Affairs. Any recommendations forwarded to the President shall become part of the candidate's official personnel file.

All actions by the Tenure Committee, Department Chairperson, Dean, and/or the Vice President for Academic Affairs shall be communicated to the candidate prior to the next level of consideration. (Upon completion of the tenure process, the President will communicate his/her decision to the faculty member.)

4. Tenure Process

   a. Faculty Member Notified of Tenure Candidate Status

   b. Preparation of Tenure Dossier

   c. Department Tenure Committee

   d. Department Chairperson

   e. College Dean

   f. Vice President for Academic Affairs

   g. President

   h. Board of Regents

5. Tenure Deadlines

   a. Third Friday in September – Faculty notified of tenure candidate status. Instructions for the preparation of tenure dossiers distributed

   b. First Friday in October – Department Tenure Committees elected

   c. Second Friday in October – Tenure dossiers to Department Tenure Committee

   d. Fourth Friday in October – Tenure dossiers to Department Chairperson

   e. Second Friday in November – Tenure dossiers to College Dean

   f. Second Friday in December – Tenure dossiers to Vice President for Academic Affairs

   g. First Monday in February – Tenure dossiers to the President

## XII. PROMOTION

### A. Promotion Criteria

To be considered for promotion, a faculty member shall be tenured or holding a tenure earning appointment and be able to demonstrate excellence in at least one of the three areas of: l) teaching; 2) research, scholarship, and/or creative endeavor; 3) community, professional, and/or University service with accomplishment in the remaining two. Faculty are not expected to achieve excellence in each of the three areas, but they should be able to demonstrate professional accomplishments in all three. Faculty members shall select a primary basis for nomination for promotion from among teaching; research, and/or creative endeavor; and community, professional, and/or University service. It should be emphasized that the following criteria are broad and conceptual in nature and define a number of areas in which contributions to teaching, scholarship, and service may be made.

In addition to the information on promotion and tenure found in the Agreement and Appendix A from The Core of Academe, all parties should consult the department's individual criteria. Said departmental criteria should be in harmony with the statements found in the Agreement. Departmental guidelines do not supersede the Agreement.

1. <u>Excellence in Teaching</u>

Teaching refers to the broad area of student/faculty interaction for educational purposes. Generally, a faculty member who excels in teaching is a person who guides and inspires students, maintains scholarship through sustaining breadth and depth of knowledge, contributes to understanding of subject matter, and facilitates the learning of students. A teacher should be able to demonstrate breadth of teaching competence in the content area, graduate committee memberships, theses and special investigations directed, honors courses taught, contributions to course and curriculum development, use and preparation of instructional media (textbooks, laboratory manuals, computer programs, class projects, cases, video-tape, film, slides, transparencies, individual instructional modules, models and mock-ups, etc.), experimental instructional methods and techniques, attendance at institutes and other programs relevant to instruction and evidence of impact on students (student evaluations, pre and post-testing results, state board results, certification examination results, job placement, graduate school admissions, GRE and Millers Analogies results, etc.). Different categories of accomplishments are necessary to adequately reflect library and instructional media faculty activity.

Professionally developed norm referenced student ratings are one of a variety of ways to measure competence and effectiveness in teaching. The submission

of student ratings is required in the promotion process and, along with other evidence submitted in the process, they shall be used to measure competence and effectiveness in teaching. Examples of additional indicators that may be submitted as evidence of teaching competence and effectiveness in the promotion process can be found in **XXVIII Appendix A, The Core of Academe**. Further details regarding the procedures for the administration and processing of the student rating instrument are provided in **XXIX Appendix B, Protocol for the Administration and Processing of Student Rating Instruments.**

2. Excellence in Research, Scholarship, and/or Creative Endeavor

A member of the faculty who excels in the field of research, scholarship, and/or creative endeavor conducts creative work appropriate to the area of specialization and disseminates such creative work to other colleagues on the Pittsburg State University campus, as well as on other campuses. Persons whose primary strength is in the field of scholarly activity may find that such activity manifests itself as much in the work of students as through their own direct efforts. Criteria in this category will consist of demonstrable activity in such areas as publications (papers, monographs, textbooks, book reviews, abstracts, etc.); production, exhibition, or performances of creative works; lectures, papers, speeches presented at meetings or other educational institutions; attendance at institutes, short courses, or seminars related to the faculty member's discipline; grants and awards received; evidence of national or international recognition; and current research, scholarly activity, and/or creative endeavor projects in progress. The emphasis in this category is in the presentation of data that will substantiate the continuing scholarship of the faculty member in a particular discipline.

3. Excellence in Community, Professional, and/or University Service

A faculty member whose contribution to the University is in the field of service should be productive in any one or a combination of the following: institutional service or professional service. The service must be performed because of competencies relevant to the faculty member's role at the University. Service provided through a vocational interest or associated with special talents not related to University appointment would not be considered. Excellence may be achieved by displaying leadership concerning academic and other University affairs, through counseling and advising of students in academic matters and personal problems. Faculty members may participate broadly in continuing education programs by teaching in non-credit courses or planning and leading workshops, seminars, and discussion groups. Outstanding public service contributions may be made by helping to implement regional community service and other types of field services. A significant

contribution may be as an officer of a professional, technical, or scholarly society at the state or national level. The faculty member may also be highly regarded as a consultant to government and industry on technical matters. In all service categories, evidence must be presented to substantiate the quality and quantity of the service provided.

## B. Ranks

The three levels of rank may be thought of as a continuum of performance from potential to actual -- potential at the Assistant level to actual at the Professorial level. Following are definitions of each rank.

1. Assistant Professor

Promotion to Assistant Professor is based upon potential for professional development. A strong academic record should be present; and the individual should have completed, in most cases, a doctoral program. Where it is recognized by both faculty and administration that the doctorate is not the terminal degree, the recognized terminal degree plus relevant experience is a requirement. There should be a clear indication that the individual has the aptitudes of a successful faculty member and will grow in stature and eventually qualify for the rank of Associate Professor. Normally, individuals promoted to Assistant Professor would have been in prior rank for a period of at least four years. Promotion to this rank carries with it a salary adjustment of $1,000.

For an explanation of the three criteria areas, please consult the Agreement section on Promotion and Appendix A from The Core of Academe.

2. Associate Professor

Promotion to the Associate rank is based upon actual performance as well as future potential. The terminal degree appropriate to the discipline in which promotion is to be granted in all but exceptional cases is required. Above all, the individual should still be developing technically and professionally. Candidates for Associate Professor should be well on the way toward becoming productive members of the academic community. It is assumed that candidates meet all requirements of the Assistant Professorship prior to promotion to Associate Professor. Normally, individuals promoted to Associate Professor would have been in the Assistant Professor rank for a period of at least five years. Promotion to this rank carries with it a salary adjustment of $2,000.

For an explanation of the three criteria areas, please consult the Agreement section on Promotion and Appendix A from The Core of Academe.

3. Professor

Promotion to full Professorship implies that the individual faculty member is recognized by professional peers as an outstanding contributor in a field of specialization and by associates and students as a contributing member of the Pittsburg State University academic community. The terminal degree appropriate to the discipline in which promotion is to be granted is required. In general, one holding the rank of Professor will be responsible for an important area of instruction; in addition, it is expected that such a person will have made notable contributions in some area of specialization. It is expected that the candidate will be recognized on the Pittsburg State University campus for outstanding contributions to the educational program of the University. It is assumed that candidates meet all requirements of the Associate Professorship prior to promotion to Professor. Normally, individuals promoted to the rank of Professor would have been in the Associate Professor rank for a period of at least seven years. Promotion to this rank carries with it a salary adjustment of $3,000.

For an explanation of the three criteria areas, please consult the Agreement section on Promotion and Appendix A from The Core of Academe.

## C. Promotion Procedures

It is the responsibility of the individual faculty member to engage in those activities that shall eventually result in promotion to the next higher academic rank. It is the responsibility of the Department Chairperson to counsel and guide the faculty member into activities that shall increase the probability of promotion being granted. The Department Chairperson is expected to meet with faculty on a frequent and regular basis (certainly more than once or twice an academic year) in order to explore ways in which the University may support the faculty member's development in the areas of teaching, scholarly activity, and University and community service. It is to the benefit of both individuals and the University to be sensitive to opportunities that present themselves in order to enhance the professional advancement of faculty members.

The Department Chairperson will provide the faculty member with a written report assessing the faculty member's progress toward promotion in academic rank. This report shall be made at the end of the second year in rank and once again at such time as requested by the faculty member.

Each report shall be based upon detailed departmental promotion criteria reflecting professional standards developed by the department faculty in consultation with the Chairperson and reviewed by the Dean and the Vice President for Academic Affairs.

## D. Promotion Committees

During the fall semester, the following promotion committees shall be formed from the PSU faculty (all those possessing academic rank):

l. Department Promotion Committees
2. College Promotion Committees
3. University Promotion Committee

Department Promotion Committees shall consist of Unit faculty selected by any manner consistent with procedures acceptable to the Departmental faculty acting as a group. The Chairperson of the Department Promotion Committee shall be elected by the committee and shall vote.

Each College Promotion Committee shall consist of not fewer than five nor more than nine Associate and/or full Professors. The Dean of the College shall determine the size of the committee within these guidelines. The faculty members of each College shall elect the members of the committee. The Chairperson of the committee shall be elected by the members of the committee and shall vote.

The University Promotion Committee shall consist of faculty representatives of all Colleges. There shall be not more than twelve faculty members (three from each College) who are Associate or full Professors plus two members from the Division of Learning Resources. Faculty members shall be elected utilizing procedures established by College governance practices.

## E. Nominating Faculty for Promotion

At the completion of the year prior to the appropriate number of years in rank (for promotion to Assistant Professor - 3 years in rank as Instructor, for promotion to Associate Professor - 4 years in rank as an Assistant Professor, for promotion to Professor - 6 years in rank as an Associate Professor) the faculty member shall be nominated for candidacy for promotion by his/her Chairperson. Only faculty members holding a tenured or tenure earning appointment shall be considered for promotion in rank. In consultation with the nominee, each Chairperson must prepare a "Nomination for Promotion" form and submit that form to the Departmental Promotion Committee in compliance with the Promotion Procedure Schedule attached. If a faculty member does not wish to be nominated for promotion, the faculty member shall inform the Chairperson in writing of that preference.

The Department Promotion Committee shall review the data included on the "Nomination for Promotion" form and advise on the appropriateness of the nomination. The committee shall vote to recommend the nominee to be a Candidate for Promotion or to reject such nomination to candidacy. Criteria utilized to recommend or not recommend shall be years-in-rank and degree terminality, including any prior service credit. The nominee shall be advanced to candidacy or will be rejected as a candidate for promotion.

When a faculty member's nomination for candidacy is rejected, the nominee shall be informed in writing the reasons for that decision. The nominee, if after reviewing the committee's reasons for not recommending advancement to candidacy, still desires to be considered a candidate, may declare him/herself a candidate and complete the promotion procedure.

**F. Becoming a Candidate for Promotion**

If the nominee is advanced to candidacy by the Departmental Committee or himself/herself, the candidate and the sponsor (or the nominee himself or herself) shall prepare a promotion dossier. The candidate shall determine the contents of the dossier and be responsible for its addressing the requirements in Section I. The dossier shall be confined to activities within the time frame of current rank and should not exceed 20 pages. It may refer to supplementary materials that the candidate has submitted to the Chairperson. These materials will not be sent forward unless requested by persons evaluating the dossier after the Chairperson.

In rare cases, faculty members may be nominated as a candidate for promotion early. For unusually qualified persons, early nomination shall be permitted, but in no case, shall such nominations be earlier than two years prior to the termination of the required years in rank (for promotion to Assistant Professor - 2 years in rank as Instructor, for promotion to Associate Professor - 3 years in rank as Assistant Professor, for promotion to Professor - 5 years in rank as Associate Professor). This nomination may be made by any member of the Pittsburg State University academic community, the Chairperson, or the faculty member.

Promotion committees and members of the administration shall be required to provide written justification of promotion recommendations. These statements will represent the professional judgments of the authors concerning the candidates' qualifications for promotion. Individuals writing these justifications should be cognizant of the goals and objectives of the Department, College, and University and make remarks in light of the evidence presented in the dossier. Comments concerning the information present in or absent from the dossier in the areas of teaching, scholarly activity, and community and University service relevant to the

qualifications of the faculty member should be made in this justification. Comments concerning activities in which the candidate could be involved that would strengthen the dossier shall also be included.

## G. Reviewing Candidates for Promotion

All actions by any promotion committee, Department Chairperson, Dean or Vice President shall be communicated to the candidate prior to the next level of review. Candidates may provide responses to recommendations made by faculty promotion committees, Chairpersons, Deans, and/or the Vice President for Academic Affairs prior to the forwarding of the dossier to the President. Faculty should address such responses to the next level of review with a copy to the President and the relevant reviewing body or person.

The promotion dossier shall be reviewed by the Department Promotion Committee, who shall review and discuss the dossier and vote on the candidate, recording the vote in the place provided on the dossier cover sheet. The Department Promotion Committee shall prepare for inclusion in the dossier of each candidate a statement supporting their recommendation. The Department Chairperson shall receive from the Department Promotion Committee the dossier and recommendation. The promotion dossier shall be reviewed by the Department Chairperson, who shall recommend or not recommend the candidate for promotion in writing and provide justification for any recommendation that is made. As a part of this justification, the Chairperson shall summarize the performance appraisal of the candidate for the period being reviewed. All dossiers containing the Departmental and the Chairperson’s recommendation shall be sent forward to the Dean of the relevant College, except when the promotion is withdrawn by the candidate.

The Dean shall review the dossier and shall recommend or not recommend the candidate's promotion. The recommendation shall be in writing and shall include a justification of the decision made. Reasons must be given to support both a positive and negative recommendation.

Upon receiving the dossier from the Dean, the College Promotion Committee shall discuss and review the promotion dossiers and vote on each candidate. The College Promotion Committee shall prepare for each candidate a statement supporting its recommendation. This statement shall become a part of the dossier. All cases, regardless of the recommendation (except when the promotion is withdrawn by the candidate), shall be sent forward to the University Promotion Committee.

The University Promotion Committee shall receive nominations for promotion from all College Committees, as well as the Library and Instructional Media when

appropriate. This committee shall consider all candidates for promotion, and after the committee has reviewed the dossiers of all candidates, it shall vote on each candidate and provide a written rationale for its recommendation. Upon completion of this task, the dossiers shall be forwarded to the Vice President for Academic Affairs. The Vice President shall recommend or not recommend, justify those recommendations in writing, and forward them to the President.

Upon receiving the recommendations of the Vice President for Academic Affairs, the President shall review the dossiers and make recommendations to the Board of Regents at the appropriate time. If the President's recommendation differs from that of the Vice President for Academic Affairs, the President shall provide in writing a rationale for such difference. Any recommendations forwarded to the President shall become part of the candidate's official personnel file. Faculty members may submit documentation concerning their promotion recommendations for retention in their official personnel file.

Promotions are grievable under provisions in this Agreement between PSU/KNEA and the PSU Administration/Board of Regents.

**H. Promotion Procedure Schedule**

| | |
|---|---|
| May | First call for promotion nominations |
| August | Second call for promotion nominations |
| | Departmental, College and University Promotion Committees elected |
| August | Nomination for Promotion forms to Departmental Committees<br>Advancement to Candidacy notifications to nominees |
| September | Dossiers to Departmental Promotion Committees<br>Dossiers to Department Chairpersons |
| October | Dossiers to College Deans<br>Dossiers to College Promotion Committees |
| November | Dossiers to University Promotion Committee |
| December | Dossiers to Vice President for Academic Affairs |
| January | Dossiers to President |

## XIII. THE UNIVERSITY PROFESSOR

To be considered a candidate for University Professor a faculty member must demonstrate excellence in two of the three areas, and professional accomplishment in the third area of:

1. Teaching
2. Research, Scholarship, and/or Creative Endeavor
3. Community, Professional, and/or University Service

The rank University Professor implies that the individual faculty member is recognized by professional peers, on and off campus, as an outstanding contributor in a field of specialization and by associates and students as a contributing member of the Pittsburg State University academic community. The terminal degree appropriate to the discipline in which the rank is to be granted is required. In general, one holding the rank of University Professor will be responsible for an important area of instruction; in addition, it is expected that such a person will have made notable contributions in some area of specialization. It is expected that the candidate will be recognized on the Pittsburg State University campus for outstanding contributions to the education program of the University. It is assumed that candidates meet all requirements of Professor prior to receiving the rank of University Professor. For an explanation of the three criteria areas, please consult the Agreement section on Promotion and Appendix A from The Core of Academe.

To be appointed to the rank of University Professor, a faculty member must have been in the Professor or University Professor rank for a period of no less than seven years. A faculty member can apply for this rank during or after his/her seventh year in the rank of Professor or University Professor. Selection to University Professor carries with it a salary adjustment of $4,500 for faculty who have not previously been granted the rank of University Professor and $1,500 for faculty who have previously been granted the rank of University Professor. University Professor status is five years for faculty who were granted the rank in or before 2000 and seven years for faculty who were or are granted the rank in 2001 or later. Any faculty member who was granted the rank of University Professor in 2005 for the second time will receive a salary adjustment of $1,500. All University Professorship salary adjustments remain in the base salary after the rank has expired.

### A. <u>Becoming a Candidate to University Professor</u>

The individual faculty member may become a candidate for University Professor by being nominated by any ranked faculty or by self-nomination. The candidate will be responsible for the preparation of the dossier. The dossier shall be confined to activities within the time frame of current rank and should not exceed twenty (20) pages.

## B. Reviewing Candidates to University Professor

The candidate's dossier will be reviewed by the University Professors Committee, the College Deans Committee, and the Vice President for Academic Affairs. The University Professors Committee shall be composed of one elected[6] University Professor[7] from Business, Education, Technology, Learning Resources and two from Arts and Sciences.[8] The committee will elect their own chair. (If there are no University Professors in the College, an elected Associate Professor shall sit as a member of the committee.) Decisions by the University Professor Committee, the College Deans Committee and the Vice President shall be communicated to the candidate prior to the next level of review.

The University Professor Committee shall review and discuss the dossiers and vote to positively recommend no more than 2% of the unit faculty, recording the vote in the place provided on the dossier cover sheet. The University Professor Committee shall prepare for inclusion in the dossier of each candidate a statement supporting their recommendations.

The College Deans Committee shall review and discuss the dossiers of the individuals recommended by the University Professor Committee. The College Deans Committee shall prepare for inclusion in the dossier of each candidate a statement supporting their recommendations.

The University Professor Committee, the College Deans Committee, and the Vice President for Academic Affairs shall forward their recommendations to the President. A non-recommendation by either the University Professor Committee or the College Deans Committee stops the process. The decision by the President shall be final.

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[6] Where there is more than one (1) (or two (2) in the case of Arts and Sciences) University Professor(s) within a college, the committee member(s) shall be elected by all tenure earning faculty of that college. All University Professors within the college shall consist of the ballot.

[7] Candidates for University Professor are not eligible to serve on the University Professor Committee.

[8] One representative from Arts and Sciences shall be selected from the Departments of Art, English, Foreign Languages, History, Music, Social Science, or Communication. The second representative shall be selected from the Departments of Biology, Chemistry, Mathematics, Family and Consumer Science, Nursing, and Physics.

## C. Schedule for University Professor

| | |
|---|---|
| September | Candidates shall be nominated by ranked faculty or self |
| October | Dossiers to University Professor Committee |
| November | Dossiers to College Deans Committee |
| December | Dossiers to Vice President for Academic Affairs |
| January | Dossiers to the President |
| February | President's decision forwarded to Candidates |

## XIV. SICK/DISABILITY/MATERNITY LEAVE (hereinafter referred to as SICK LEAVE)

A. Faculty members accumulate sick leave at the rate of 3.7 hours for each payroll period of service, with no limit on the number of hours that shall be accrued. Sick leave with pay may be granted only for the necessary absence from duty because of the personal illness or disability or legal quarantine of the faculty member; or the personal illness or disability of a member of the faculty member's family when the illness or disability reasonably requires the employee to be absent from work. Personal illness or disability will be defined to include pregnancy, termination of pregnancy, childbirth and the recovery there from. The use of sick leave for recovery from childbirth shall be limited to 240 hours for a normal delivery and 320 hours for a Caesarean delivery. The faculty member's family shall include persons related to the faculty member by blood, marriage or adoption, domestic partners, and minors residing in the faculty member's residence as a result of court proceedings pursuant to the Kansas Code for Care of Children or the Kansas Juvenile Offenders Code.

B. A faculty member taking sick leave must notify his/her immediate supervisor in sufficient time to permit accommodation of his/her responsibilities whenever possible.

C. Upon retirement a faculty member will be paid for accrued sick leave in accordance with State Statute.

| Minimum years of service | Minimum accumulated hours of sick leave | Hours of payment |
|---|---|---|
| 8 years | 800 hours | 240 hours |
| 15 years | 1000 hours | 360 hours |
| 25 years | 1200 hours | 480 hours |

1. A faculty member may donate a portion of his/her accumulated sick leave to a faculty sick leave pool. Sick leave accumulated in this pool will be available for use by faculty that have exhausted their own personal sick leave due to situations described in (A) above.

2. If more than one faculty member is requesting sick leave from the faculty sick leave pool at a given time, such sick leave shall be apportioned on an equitable basis to requesting faculty until the faculty pool is exhausted or until the requesting faculty no longer qualify for sick leave.

3. Faculty are not eligible to receive sick leave from the faculty sick leave pool until:

    a. they have exhausted their own personal sick leave,
    b. they have donated at least eight hours of sick leave to the faculty sick leave pool during the current year.

4. Faculty members who are unable to donate to the pool because their sick leave has yet to reach a total of eight hours will be granted pool use.

5. The donation of sick leave to the faculty sick leave pool shall be entirely voluntary and is to be considered an irrevocable action.

6. Faculty wishing to donate sick leave to the faculty sick leave pool must inform the PSU Human Resource Services Office in writing of their desire to do so. The notice must state the date upon which the request is made, the total number of sick leave hours being donated and must be signed by the donating faculty member.

7. Donated sick leave must be allocated to the general faculty sick leave pool and not to a specific college, department, or individual faculty member.

8. A faculty member may donate up to 80 hours of sick leave per year to the faculty sick leave pool.

9. Requests for sick leave from the pool will be reviewed by the Shared Leave Review Committee. This Committee will consist of the KNEA President, Director of Equal Opportunity/Affirmative Action and the Director of Human Resource Services.

D. If a faculty member exhausts his/her sick leave and the faculty sick leave pool becomes exhausted of donated sick leave, he/she may request that the President seek from the Board of Regents a leave without pay for that faculty member.

E. At the end of each pay period, the Pittsburg State University Human Resource Services Office makes available through GUS sick leave reports to University departments. Unclassified employees record used sick leave each pay period either on a timesheet or through GUS. Each unclassified employee is responsible for providing accurate and timely information about the sick leave he/she has used.

F. The responsibility of locating a substitute for an extended sick leave will be that of the University.

## XV. FUNERAL LEAVE

Funeral leave up to six working days with pay will be granted upon the death of a close relative. A "close relative" is defined as a member of the immediate family, and includes spouse, parent, grandparent, sister, brother or child, including in-laws. Also included are other relatives living in the employee's household, and domestic partner. In special circumstances, funeral leave may be granted upon the death of a colleague or other friend if approved by the appropriate chairperson.

## XVI. LIFE INSURANCE

Life insurance is provided by contract defined in K.S.A. 1991 Supplement, 74-4927a entitled, Insured Death and Disability Benefits for Certain Employees of Educational Institutions under State Board of Regents. State statutes provide that The Insured Death Benefit for an insured shall be equal to a percentage of the insured's annual rate of compensation as determined by the Board of Regents, on the date of death.[9]

[9]For further details see the policy provided by the current carrier Minnesota Life Insurance Company. The current Death Benefit is 150% of the insured's annual rate of compensation.

## XVII. ANNUAL LEAVE FOR UNCLASSIFIED EMPLOYEES

Nine-month faculty members do not accumulate or earn annual leave. Their academic duties are closely related to the presence of students on campus. Student recesses offer the nine-month faculty member an opportunity to engage in research and perform other necessary professional duties. In consideration of the professional nature of a faculty position, faculty are expected to fulfill appropriate, professional and departmental responsibilities throughout the academic year, including student recesses, exclusive of legal holidays.[10] The academic year begins with student registration or similar duties in the Fall and continues for nine months.

[10]Professional and departmental responsibilities are determined by the individual and departmental goals and objectives. Departmental and School/College activities involving faculty will not be scheduled during student recesses unless mutually agreed to by the individual faculty members and the administration.

## XVIII. RETIREMENT

### A. Retirement Plan

1. Members of the faculty are eligible for and required to become members of the Board of Regents Retirement Plan as described in the Board of Regents' Regents' Mandatory Retirement Plan after one (1) year of employment.

2. The University contributes a statutorily prescribed amount of the faculty member's annual salary, while the faculty member also contributes at least a statutorily prescribed amount.

3. New faculty members who meet the requirements of KSA 74-4925 are eligible for immediate entry into the retirement program.

4. Each faculty member shall be responsible for selecting one of the approved Investment Providers and the Investment Options to which the faculty member's basic retirement contributions as provided for by K.S.A. 74-4925 as amended, are to be deposited. Only one Investment Provider can be selected for use by a faculty member at a time. Only once, but at any time during each calendar year, the faculty member will be able to direct all future contributions to a new Investment Provider. The faculty member will be responsible for following the requirements and restrictions of the Regents Mandatory Plan, including completion of forms as needed. The faculty member may utilize all Investment Options offered by the Investment Provider selected by the faculty member within the limitations of the agreement between the Board and the provider and the contract.

### B. Retirement

There shall be no mandatory retirement age for eligible employees. For purposes of eligibility for certain statutory retirement benefits, such retirement shall not occur before the fifty-fifth birthday; provided, however, that individuals who seek to retire from age 55 to 59 must have ten years of service in a benefits-eligible position at a Regents institution or with the Board of Regents staff.

## C. Other Benefits

A retired faculty member shall:

1. Receive two complimentary tickets for events sponsored solely by the University. On special events, when a surcharge is required, the retired faculty will be responsible for paying the additional fee.

2. Receive one courtesy parking sticker.

3. Have full library privileges.

4. Have full use of physical education and recreation facilities.

5. Have office and laboratory space and secretarial support assigned to him/her if available. These perquisites may be assigned on a semester basis with the approval of the department chairperson and dean of the college in consultation with the retiree.

## XIX. HOURS OF WORK

### A. Rationale

1. The University defines faculty workload as consisting of:

    a. instructional workload--which encompasses classroom teaching; problem and thesis advisement; supervision of instructional activities such as professional semesters, cooperative work experiences, internships, and practica; instructional management, private lessons; curriculum and course development; creation of teaching materials; implementation of instructional systems and strategies; and student evaluation and assessment.

    b. other workload--which includes responsibilities for disciplinary research, scholarly activity, or creative endeavor; service to the academic community; outreach to the geographic region; academic advising; and equipment and facility development and maintenance.

2. The University recognizes that the concept of faculty workload raises a question concerning the balance between instructional and other workload. Faculty workload is in an optimum balance when the instructional demands of its academic programs are adjusted to allow faculty to maintain commitments to scholarly activity and research, to faculty citizenship, to University service, and to assisting the regional community the University serves.

3. Faculty workloads may differ among individual faculty depending on the professional orientation of the faculty member, the objectives of the department, and the mission of the University.

4. The University holds to the following general principles when considering instructional workload:

    a. when making judgments about the instructional workload, consideration will be given to the total responsibilities borne by the faculty member;

    b. instructional workload is a proper subject for discussion between department chairpersons and the faculty member and will not be assigned in the absence of such discussion;

    c. instructional workload will reflect programmatic considerations;

d. assignment of instructional workload may vary from semester to semester but will average to an instructional workload norm over an academic year;

e. instructional workload assignments will be made within the resources, other than faculty and staff, available to the department;

f. instructional workload constrains the scheduling of classes;

g. scheduling of instructional workload will take into consideration evening classes, off-campus instruction, and patterns of course offerings;

h. number of course preparations (new and revised) influences instructional workload;

i. class size does not always have a relationship to instructional workload but when it does, adjustment will be made by providing staff support or creating multiple sections;

j. instructional workload will be expressed in terms of credit hour; contact hour, or some mixture of the two depending on the characteristics of the instructional activity;

k. because of the expanded responsibilities of the graduate faculty, graduate academic assignments will be reflected in the instructional workload;

l. differences between lower division and upper division undergraduate courses will not be reflected in instructional workload on a formal basis (700 level courses are normally considered to be undergraduate courses. An occasional exception may be made at the department level.)

**B. Operational Procedures for Instructional Workload**

1. The following procedures apply to the development of all instructional workload assignments:

   a. Based upon teaching demands placed on the department by the curriculum, the department chairperson, after consultation with the faculty, will identify the total departmental instructional workload requirements to be met on a semester basis.

b. The Department Chairperson, after consultation with the faculty, will specify the instructional workload resources available to the department on a semester basis (considering the total faculty workload of the department) which will be used to build the schedule of classes.

c. Based upon the planned professional objectives and activities of the faculty member and the objectives of the department, the Department Chairperson and the faculty member will determine the faculty member's instructional workload.

2. Operational procedures for assigning individual instructional workloads are as follows:

a. The department faculty and Chairperson will collectively determine, with the approval of the Dean, the extent to which credit hour guidelines, contact hour guidelines, or some mixture of both will be applied to the course offerings of the department.

b. Assignment of instructional workload responsibilities involving exclusively undergraduate courses or less than six (6) credit (or nine [9] contact) hours of graduate teaching (courses numbered 800 or above) per academic year shall be as follows:

(1) for those faculty teaching exclusively credit hour courses, the instructional workload shall not exceed twenty-four (24) credit hours per academic year;

(2) for those faculty teaching exclusively contact hour courses, the instructional workload shall not exceed forty (40) contact hours per academic year; and

(3) for those faculty teaching a mixture of credit and contact hour courses, the instructional workload shall not exceed thirty-six (36) converted hours* per academic year.

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*Converted hours equals contact hours taught plus 1.5 times the number of credit hours taught. For example, if a faculty member taught two three-credit hour courses and two five-contact hour courses his/her converted hours would be nineteen ([1.5 (2x3) = (2x5)] = 19).

c. Assignments of instructional workload responsibilities involving at least six (6) credit hours (or nine (9) contact hours) of graduate teaching (numbered 800 or above) during an academic year will result in a downward adjustment of the maximum instructional workload as follows:

(1) for those faculty teaching exclusively credit hour courses the instructional workload shall not exceed eighteen (18) hours per academic year;

(2) for those faculty teaching exclusively contact hour courses, the instructional workload shall not exceed thirty (30) contact hours per academic year; and

(3) for those faculty teaching a mixture of credit and contact hour courses, the instructional workload shall not exceed twenty-eight (28) converted hours per academic year.

d. Ordinarily, no more than six (6) course preparations per academic year will be required of any faculty member; under extenuating circumstances and with the agreement of the faculty member up to eight (8) preparations will be permitted

e. Summer instructional workload will normally not exceed six (6) credit hours with a minimum of two (2) courses for a full load; the instructional workload equivalents of summer workshops, seminars, and short courses will be determined by the department chairperson after consultation with the department faculty.

f. The assignment of thesis and problem advising as well as supervising cooperative work experiences, internships, and practica will be determined by the department chairperson after consultation with the department faculty.

g. It is recognized that exceptions can and do exist to previously noted workload considerations, notably for Learning Resources faculty, Technical Education Center faculty and faculty supervising the professional semester in the College of Education. These exceptions are noted below:

(1) Faculty engaged in the supervision of a professional semester will not have instructional workload assignments made on the basis of credit or contact hours; rather, instructional workload for these faculty will be determined by consideration of the number of students to be supervised, the schools in which the students are placed, and the faculty resources available to do the supervision. Normally, the instructional workload will not exceed fifty (50) student teachers per year. In the event that fewer students are to be supervised, additional instructional responsibilities will be assigned after consultation with the faculty member.

(2) The faculty of the Technical Education Center must allocate their time differently from their colleagues on the remaining portion of the campus since student clock hours are the measure of academic experience in these various programs. The workload, therefore, will be 25 contact hours per week with a 5 hour per week independent study assignment. All workload is scheduled by the Chairpersons of the Departments of Engineering Technology, Technology Studies, and Technical Education. The faculty of the Technical Education Center, in consultation with the Department Chairperson, will assign each of the areas of teaching, scholarly activity, and service a weight, the sum of which adds to 100. These weights for Technical Education Center faculty must be within the ranges noted below:

| | |
|---|---|
| Teaching | 60 - 80 |
| Scholarly Activity | 10 - 30 |
| Service | 10 - 30 |

(3) Pittsburg State University, like other institutions of higher education, has technical and public service needs which require a forty-hour week. It is recognized that Professional Librarians have commitments to their discipline and to serve the university and community. Such commitments and service reduce the hours available for librarianship. For the guidance of librarians and library administrators, a statement of the distribution of time between library, scholarly activity and service tasks would be helpful. Library workload equals 85% of the available hours, while the remaining 15% would be allocated to other workload. Exceptions to this division of workload may be agreed to by the faculty member and the Dean of Learning Resources.

(4) Instructional Media represents a unique mixture of educational technology, instructional systems analysis and design, teaching, scholarly activity and service components. Further, the mixture any given semester can vary substantially. The most adequate definition of faculty workload requirements in this area would be to specify the minimum or maximum distribution of assignments as a portion of a forty-hour week. Instructional Media workload will not exceed 40% of such hours and other workload will be allocated to a maximum of 15%.

## XX. OTHER PROVISIONS

**A. Continuing and Graduate Studies:** Courses offered by Continuing and Graduate Studies are either a part of a sequence of courses in a degree program or stand-alone courses.

1. Faculty will be paid $1,000 per credit hour for teaching a course for Continuing Studies as an overload assignment.

2. Compensation for teaching will be paid through the University payroll system.

3. Courses that are a part of a degree sequence will not have a minimum number of students required to be enrolled after the first course in the sequence is offered.

4. Courses that are not a part of a sequence will require a minimum number of students, to be agreed upon in advance by the course instructor and Continuing and Graduate Studies, to be enrolled in order for the course to be offered.

5. Faculty may choose to teach a non-sequenced course on a per-student basis if the enrollment has not reached the minimum number. The per-student rate will be computed by multiplying the number of credit hours times $1,000, dividing by the minimum number required, and then multiplying times the number of students enrolled.

6. Faculty who are teaching a Continuing and Graduate Studies course off-campus will be compensated for travel time by receiving professional development funds in accordance to the Windshield Time Policy at a rate of at least 10 cents per mile. Professional Development money will be earned and used according to the Professional Development Fund Policy.

7. Continuing and Graduate Studies policies shall be placed in the Unclassified Handbook and any change in policy shall be immediately communicated in writing to all Unit members.

8. Programmatic needs and faculty interests shall determine faculty participation in teaching courses through Continuing and Graduate Studies.

9. All Summer Session Continuing and Graduate Studies courses will use hiring practices as outlined in Summer Employment Procedure (VI.A.).

10. Faculty stipend payments for teaching a course for Continuing and Graduate Studies will be increased annually by the same percentage as the increase in the Unit salary base as recommended by the Board of Regents.

**B. Professional Development Moneys:** If, upon retiring or leaving University employment, a faculty member has moneys remaining in his/her professional development fund, the faculty member will either:

1. Donate the moneys to his/her department's professional development funds and/or the Universities; or

2. Purchase supplies and equipment for the department and/or University; or

3. Delegate moneys to be utilized by another faculty member for professional development.

**C. Enrolling in University Courses:**

1. Unit faculty, in consultation with their Chairperson, will be permitted to enroll in University courses for credit and will have their tuition remitted.

2. Unit faculty will be permitted to enroll in non-credit Continuing Studies courses if the minimum enrollment is reached and the maximum enrollment is not exceeded. Faculty will pay the supplemental costs of the course (i.e., books, materials, etc.).

**D. University Sponsored Events:** Unit faculty will receive one complimentary ticket to all University sponsored events. The procedure for issuing complimentary tickets to athletics events will be determined by the Director of Intercollegiate Athletics in consultation with the Vice President for Academic Affairs.

**E. Extra Duty Compensation.**

1. In most instances, extra duty will be handled by an adjustment of workload within the Department.

2. When supplemental salary is appropriate, the position will be advertised through the Office of Equal Opportunity and all unit members will be notified of the position immediately.

3. The supplemental salary will not become a part of the faculty member's base salary.

4. PSU/KNEA shall be notified of all extra duty positions and compensation for extra duty at the end of each semester and summer session.

5. The President of KNEA will receive the equivalent of three hours release time for each semester while in office.

**F. Annual Summary of Benefits Statement:** Faculty will receive a summary of all benefits from the Office of Human Resources each spring semester.

**G. Recreation Facilities Available:** All University physical fitness and recreation facilities and services, except the swimming pool, will be available to all faculty except on State of Kansas designated holidays. These facilities and services will be accessible and usable during normal hours of operation unless committed to support of a University sponsored activity. The pool will be available for faculty use when a University designated supervisor is on duty in the pool area. A schedule of operating hours for all facilities will be distributed to the faculty at the start of each academic year.

**H. Bookstore Privileges:** Faculty will receive a discount on any purchase, except books, at the University bookstore.

## XXI. WEARING APPAREL

### A. Policy

It will be the policy of Pittsburg State University to supply, as a routine matter of instructional support the required individual equipment used by the teaching faculty in fulfilling their professional duties as follows:

1. College of Arts and Sciences
   a. Art: aprons, dust masks, gloves and goggles;
   b. Biology: gloves (plastic and rubber), goggles and lab coats;
   c. Chemistry: aprons, dust masks, gloves (asbestos, plastic and rubber);
   d. Communication: goggles;
   e. Nursing: gloves (rubber), lab coats and scrub gowns;
   f. Physics: dust masks, goggles, and lab coats.

2. College of Education
   a. Health, Physical Education and Recreation: lab coats, shoes, socks and uniforms;
   b. Psychology: gloves and goggles.

3. College of Technology
   The equipment listed below will be provided to any faculty of the College of Technology who need the equipment to fulfill their professional duties: aprons, gloves (leather), hard hats, goggles, face shields, welding helmets, shoe covers and shop coats.

4. Instructional Media
   The equipment listed below will be provided to any faculty of Instructional Media who need the equipment to fulfill their professional duties: aprons, gloves (rubber), plastic goggles and lab coats.

### B. "Supply" means:

1. Protective clothing and equipment will be in size and design appropriate to the wearer and the work situation.

2. Adjustment, repair, or replacement will be provided as a normal part of equipment supply.

3. The individual faculty member will discuss with the department chairperson his/her equipment and protective clothing needs as outlined in Section I of this proposal.

## XXII. JURY DUTY

A. Faculty members will be granted leaves of absence for required jury duty or for other subpoenaed appearances before a court, a legislative committee, or other official judicial or quasi-judicial body.

B. When a faculty member is called for service under provisions of this policy, the faculty member will notify and review with the department chairperson the call and will assist in making arrangements for a substitute. The responsibility of locating a substitute will be that of the University.

C. Faculty members serving jury duty leave will receive their regular salary in addition to jury duty pay.

## XXIII. SHIFT DIFFERENTIAL

It is the policy of Pittsburg State University that no drastic change in a faculty member's traditional work schedule will be implemented until after mutual consultation between the faculty member and his/her chairperson has occurred.

Any drastic change in scheduling will take into account the impact of the change on the faculty member's ability to provide quality instruction, scholarly activity, and service to the University.

## XXIV. GRIEVANCE PROCEDURE

Whenever possible, faculty are encouraged to discuss freely any problems or misunderstandings with concerned parties as they arise in an effort to avoid the necessity of activating the Grievance Procedures. A conscientious effort will be made to redress through this process and resolve difficulties at the lowest level possible.

The following Grievance Procedures are provided to address problems or misunderstandings that have not been successfully resolved at this informal level.

Faculty who wish to grieve their performance appraisal ratings or their merit salary increments shall follow the procedures outlined below under ***B. Performance Appraisal Rating and Merit Salary Increment Grievance Procedure***. Faculty may grieve other matters as defined in ***C. General Grievance Procedures*** according to the procedures detailed in that section.

### A. General Provisions:

1. The term "faculty" shall be defined as all General Department Teaching Faculty and Learning Resources Faculty but excludes Administrative Personnel, Departmental Chairpersons, Non-professional Employees, Temporary and Part-time Faculty.

2. All time limits will consist of class days, which are defined as any day on which normal classes or examinations are held.

3. All time limits may be extended by mutual agreement.

4. No restraining, coercive, discriminatory or retaliatory action of any type will be taken against a faculty member by any supervisor because of the faculty member's desire to initiate or participate in a grievance.

5. Failure of the grievant to appeal a decision at any step within the specified time will constitute an acceptance of the previous step. Failure of PSU/BoR to respond within the time lines provided will constitute acquiescence to the relief sought by the grievant.

6. All parties shall recognize a mutual professional obligation to keep discussions confidential during the procedural stages of a grievance. Records of grievance procedures will be kept separate from the personnel files, but all the documents must be readily available to proper authorities and the parties.

7. Only grievances that occur after the effective date of this Agreement will be processed hereunder.

8. All deadlines hereunder shall be met when the required written statement / response is hand delivered to the intended recipient, delivered to the intended recipient's campus mailbox, or mailed to the intended recipient on or before the deadline as follows:

   a. Hand delivery hereunder is complete when the written statement / response is signed and dated by the intended recipient or a third party witness and is deemed received by the intended recipient on the date of delivery.

   b. Campus mailbox delivery hereunder is complete when the written statement / response is delivered to the intended recipient's campus mailbox, signed by a third party witness, and is deemed received by the intended recipient on the date of delivery.

   c. Mail delivery hereunder is complete when the written statement / response is sent both certified mail and first class, postage prepaid, to the intended recipient's last known address and is deemed received by the intended recipient on the earlier of the date the intended recipient signs for the delivery or the date of the first delivery attempt.

**B. Performance Appraisal Grievance Procedure and Merit Salary Increment Grievance Procedure**

**1. Scope and Definitions:**

1. The grievance procedures in this article apply to an individual faculty member who wishes to grieve his/her performance appraisal adjectival rating or his/her merit salary increment.

   A grievance shall be defined as one of the following:

   i. Performance Appraisal Adjectival Rating – an allegation or complaint by an individual faculty member that his or her overall performance appraisal adjectival rating is unfair and unjust in light of the faculty member's annual accomplishment report, the evidence presented at the time the performance appraisal process was completed, and the

Performance Appraisal Guidelines and Procedures article of this Agreement.

ii. Merit Salary Increment – an allegation or complaint by an individual faculty member that the faculty member's merit salary increment within the salary range assigned based upon the adjectival rating is unfair and unjust in light of the faculty member's annual accomplishment report, the evidence presented at the time the performance appraisal process was completed, and the Performance Appraisal Guidelines and Procedures article of this Agreement.

b. The Grievance Fund shall be utilized as needed to adjust merit increments of faculty members whose grievances result in changes in their overall performance appraisal adjectival ratings or merit salary increments. In the event that the Grievance Fund is not fully expended for adjustments as provided herein above, and for arbitration fees, any unexpended balance shall be divided equally by dollars among unit faculty members by being added to each such faculty member's salary.

c. Any performance appraisal grievance must proceed to advisory arbitration (Step 4) by **September 10**. Any performance appraisal grievance not finally resolved (including advisory arbitration, if applicable) shall be deemed abandoned by **December 15.** No merit increment adjustments may be made until all performance appraisal grievances are completed. In the event that the Grievance Fund is insufficient to satisfy all recommended adjustments resulting from changes in overall performance appraisal ratings through the grievance process, the Fund shall be expended to all successful grievants on a pro rata basis.

**2. Grievance Process:**

**Step 1: Formal Appeal to the Dean:** Should the grievance not be settled to the faculty member's satisfaction in possible informal discussions with concerned parties, the faculty member may submit a written statement with his/her dean within ten (10) class days of March 1.

The statement will include
(a) the name of the grievant;
(b) the statement of facts giving rise to the grievance;
(c) the date of the initial submission of the grievance;
(d) the relief sought.

A copy of this grievance shall be filed with the PSU/KNEA President.

After receiving the written grievance, the dean, after consultation with the appropriate chair, will have ten (10) class days to respond in writing to the grievant with his/her decision including a rationale.

**Step 2:** **Formal Appeal to the Academic Vice President:** Should the grievance not be settled in Step 1, the grievant may, within ten (10) class days, appeal in writing to the Vice President for Academic Affairs. The written appeal will be accompanied by: (a) the original written statement by the grievant, and (b) all written communication exchanged between parties during Step 1 above.

The Vice President for Academic Affairs will have ten (10) class days to review, investigate, and respond in writing to the grievant with his/her decision including a rationale.

**Step 3:** **Formal Appeal to the President:** Should the grievance not be settled in Step 2, the grievant may, within ten (10) class days, appeal in writing to the President of the University. The written appeal will be accompanied by: (a) the original written statement by the grievant, and (b) all written communication exchanged between parties during Steps 1 and 2 above. The President will advise the grievant in writing of his/her decision within ten (10) class days of receipt of the appeal.

For the faculty member grieving his/her merit salary increment range, the President's decision shall be final and binding.

For the faculty member grieving his or her performance appraisal, the President's decision shall be final and binding, unless the grievant proceeds to Step 4 of this Grievance Procedure with the approval of PSU/KNEA.

**Step 4:** **Formal Appeal for Arbitration:** Within ten (10) class days from the date of the decision of the President, the grievant may file a written request with the Office of the President of the University for an advisory arbitration of the grievance with the written approval of PSU/KNEA. Either party shall forthwith request from the American Arbitration Association one list of five arbitrators for striking purposes. Within two days of receipt of the list, the parties shall determine by lot which party

shall have the right to strike the first name from the list. The party having the right to remove the first name shall do so within two days, and the parties shall alternately strike until one name remains. The striking process shall take no more than three days. The person whose name remains shall be the arbitrator. The parties' designees may mutually agree to reasonable extensions of these time lines.

The arbitrator so selected will confer with the representatives of PSU/BoR and PSU/KNEA and hold hearings promptly and will issue his/her recommendation not later than ten days from the date of the close of the hearing, or, if the hearing has been waived, then from the date the final written statements and proofs are submitted to him/her. Neither party shall be permitted to introduce in the arbitrations proceedings any evidence which was not either submitted to the other party in prior steps on this grievance or submitted to the other party at least five days in advance of the commencement of the arbitration proceedings. The recommendation of the arbitrator shall be final and binding unless either party appeals the recommendation to the President of the University.

**Step 5:** **Final Appeal to the President:** Within ten (10) class days of the date on which the recommendation of the Arbitrator was known, either party may appeal the recommendation of the arbitrator to the President of the University. This appeal will be accompanied by: (a) the original statement by the grievant, (b) all written communication exchanged between parties during all previous steps, and (c) the written recommendation of the arbitrator. The President will advise the grievant in writing of his/her decision within fifteen (15) class days of receipt of the appeal.

**Step 6:** This completes the internal University grievance process. The next step is to seek redress through the legal system.

**3. Advisory Arbitration**

a. Post hearing briefs may be submitted to an arbitrator following an arbitration hearing if such briefs are postmarked no later than five (5) days following the close of the hearing.

b. An electronic recording of the arbitration hearing may be made at the arbitrator's request for the arbitrator's use only. No stenographic record will be kept.

c. The fees of arbitration, up to a maximum of $600 per arbitration, shall be deducted and paid from the Grievance Fund. Arbitration fees and expenses in excess of $600 shall be divided equally between PSU/KNEA and PSU/BoR.

d. It shall be the faculty member's burden to prove that the overall performance appraisal adjectival rating is unjust or unfair in light of the faculty member's annual accomplishment report, the evidence presented at the time the performance appraisal process was completed, and the Performance Appraisal Guidelines and Procedures of this Agreement.

d. No person employed by an institution of higher education shall be eligible to serve as an arbitrator. No arbitrator may hear more than one grievance in any year.

e. The arbitrator shall deliver a written recommendation to the President. A copy of the recommendation shall simultaneously be furnished to PSU/KNEA.

f. The President may adopt, modify, or reverse the recommendation of the arbitrator. The President shall notify the grievant in writing of his/her decision.

## C. General Grievance Procedure

### 1. Scope and Definitions:

For purposes of this grievance procedure, a "grievance" shall be defined as an allegation or complaint that there has been a violation of a term or provision of this document and/or the written policies included in the Pittsburg State University Handbook (1977), as amended; provided, however, that matters relating to academic or administrative judgment shall be grievable in accordance with this procedure only to the extent that the judgment is demonstrated to be unfair and unjust when considered in light of the total evidence available for the decision; and further provided that when a grievance alleges discrimination based upon race, color, religion, sex, sexual orientation, national origin, age, marital status, or physical handicap, the grievance procedure developed by the Affirmative Action Committee will be used.

## 2. Grievance Process

**Step 1:** **Appeal to the Dean:** Should the grievance not be settled to the faculty member's satisfaction in possible informal discussions with concerned parties, the faculty member may submit a written statement with the Dean within ten (10) class days from the date on which the faculty member knew or should have known through due diligence of the act grieved.

The statement will include:

(a) the name of the grievant;
(b) the statement of facts giving rise to the grievance;
(c) the identification of all provision of written policies alleged to be violated; or the academic or administrative judgment alleged to be unfair and unjust in light of the total evidence available for the decision at the time the decision was made;
(d) the date on which the event or occurrence first occurred and the date on which the aggrieved party first gained knowledge of the alleged event or occurrence;
(e) the date of the initial submission of the grievance in writing; and
(f) the relief sought.

A copy of this grievance shall be filed with the PSU/KNEA President.

After receiving the written grievance, the dean, after consultation with the appropriate chair, will have ten (10) class days to respond in writing to the grievant with his/her decision including rationale.

**Step 2:** **Appeal to the Academic Vice President:** If the grievance is not settled in Step 1, the grievant may, within ten (10) class days, appeal in writing to the Vice President for Academic Affairs. This written appeal will be accompanied by: (a) the original written statement by the grievant, and (b) all written communication exchanged between parties during Step 1 above.

The Vice President for Academic Affairs will have ten (10) class days to review, investigate, and respond in writing to the grievant with his decision including rationale.

**Step 3:** **Appeal for Hearing:** If the grievance is not settled in Step 2, the grievant may, within ten (10) class days, submit a written request for a hearing.

This request will be submitted to the Office of the President of the University and will be accompanied by (a) the original written statement by the grievant, and (b) all written communication exchanged between parties during Steps 1 and 2 above. These data will be made available to the Grievance Hearing Committee. Every effort consistent with normal operating schedules will be made to conduct a hearing at the earliest practical time.

The grievant and the individual(s) charged in the grievance will be notified of the time and date of said hearing. The grievant and/or charged party may be accompanied to the hearing by an advisor of his/her choice.

The Grievance Hearing Committee will conduct an appropriate hearing to gather evidence pertaining to the grievance. During the hearing the grievant, the charged party and any necessary witnesses will have the opportunity to testify and/or present supporting evidence (within the established guidelines and time frames of the group). The Hearing Committee will determine the procedures that will conform to due process and will communicate these to the parties.

Within five (5) class days of the conclusion of the hearing, the Hearing Committee will submit its decision in writing to both Parties. Said decision will be consistent with the statutes and/or existing University policies and with the evidence presented during the hearing. The decision of the Committee is final and binding unless appealed to the President of the University.

**Step 4:** **Appeal to the President:** In the event that either party is not satisfied with the decision of Step 3, either party may, within ten (10) class days of receipt of the decision of Step 3, submit a written appeal to the President of the University. This appeal will be accompanied by: (a) the original statement by the grievant, and (b) all written communication exchanged between parties during Steps 1, 2, and 3 above. The President will advise the grievant in writing of his/her decision within fifteen (15) class days of receipt of the appeal.

**Step 5:** This completes the internal University grievance process. The next step is to seek redress through the legal system.

### 3. The Grievance Hearing Committee

The Grievance Hearing Committee will be composed of five full-time tenured faculty who will elect their own chairperson. The chairperson will be responsible for scheduling the hearing, contacting all parties involved, chairing the hearing and the deliberations and writing the findings of the committee. Each committee member will have one vote.

a. For each specific Grievance Hearing Committee, the five faculty members will be selected as follows:

(1) Using random selection procedures, thirteen names will be selected from the potential pool of those eligible for this grievance procedure, excluding those from the department of the grievant.

(2) A representative of the charged party and a representative selected by the grievant will establish necessary ground rules, select the names for the committee (using the procedure described in (1) above), orient committee members as appropriate and make determinations on any challenges for cause of committee members.

(3) The grievant and the individual(s) charged in the grievance will each have the prerogative of striking four names from among the names generated in the procedure described in (1) above. The charged party will strike the first name. If more than one individual is charged with a grievance, the individuals involved will act as one in striking the names.

(4) In the event a committee member is eliminated through a challenge for cause or is disqualified for any reason, three more names will be chosen by random number selection procedure from the potential pool of those eligible. The grievant and the individual(s) will each strike one name from the list.

(5) A faculty member will not be selected for two Grievance Hearing Committees which will be operating during the same period of time.

(6) In the event the committee is unable to reach a decision, the committee will be dissolved and the process described in (1) above will be reinitiated. No member from the first Grievance Hearing Committee will be eligible to serve on the second committee.

## XXV. SABBATICAL LEAVE AND LEAVE WITHOUT PAY GUIDELINES AND PROCEDURES

### A. Policy and Guidelines

Sabbatical leave may be awarded a full-time faculty member on regular appointment (tenure track) who have completed six years of full-time tenured and/or tenure earned service at Pittsburg State University. No credit for previous work experience shall be counted. Sabbatical leave may, upon the recommendation of the President and the approval of the Board of Regents, be granted for the purpose of pursuing advanced study, scholarly activities, or securing appropriate industrial or professional experience and such leave shall not be granted for a period of less than one semester nor for a period of more than one year, with reimbursement being made according to the following schedule:

1. for nine-months faculty members, up to half pay for an academic year, or up to full pay for one semester, or

2. for twelve-months faculty members, up to half pay for eleven months, or up to full pay for five months.

### B. Provisions

1. Regular salary is defined as the salary being paid at the time the sabbatical leave begins. Outside grant funds received by the University in support of the individual's scholarly efforts during his/her sabbatical leave may be used for supplemental salary, but total sabbatical leave salary in these instances may not exceed his/her regular salary.

2. That the number of faculty members to whom leave of absence with sabbatical pay is granted in any fiscal year shall not exceed four percent of the number of equivalent full-time faculty with rank of instructor or higher, or equivalent rank at Pittsburg State University for the fiscal year for which the leave of absence is granted.

3. That no faculty member will be granted leave of absence with sabbatical pay who does not agree to return to the service of Pittsburg State University for a period of at least one (1) year immediately following the expiration of the period of leave.

4. Persons failing to return to Pittsburg State University shall refund all sabbatical pay. Those who fail to remain for the full one year of school service (9 and 12 months depending on annual term of employment) shall refund that portion of their sabbatical pay as represented by the portion of the one year they fail to serve.

5. Leaves without pay will not be regarded as a break in service, and no leave without pay will count toward sabbatical leave.

   Scholarly leave without pay will count toward tenure probationary period unless the employee and the institution agree, in writing, to the contrary at the time leave is granted. All other leaves without pay will not count toward the tenure probationary period.

   Those on a leave without pay are governed under provisions set forth in policies regarding resignation and release from employment obligation.

6. Acceptance of sabbatical leave or leave without pay assumes that adequate reports will be filed with the Chairperson of the Department, the Dean of the College, and the Vice President for Academic Affairs within one month after return to the University. Sabbatical leaves occurring in the Fall Semester, the report(s) will be due by the first Monday after January 1.

7. The form of the report shall be designated by the Chairperson of the Department and should reflect the following: the manner in which the stated purpose of the leave was carried out, the primary results achieved, and any tangible results of the leave such as publications, new course strategies, new teaching methods developed, scientific materials collected or designed, paintings created, music composed, non-fiction written.

8. Chairpersons, Deans and the Faculty Affairs Committee will use the following guidelines in evaluating sabbatical leaves and leaves without pay requests.

   a. Requests must meet the published deadlines.

   b. Faculty must have completed six years of full-time, tenured and/or tenure earning service at Pittsburg State University to be eligible for a sabbatical leave.

   c. Leaves without pay may be requested after a minimum of one year of service to the University.

d. Faculty requesting their first sabbatical leave should apply during the fall semester of their sixth year or after.

e. Faculty requesting their second sabbatical leave should apply during the fall semester of the sixth year since their last sabbatical leave or after.

f. The plans for the sabbatical leave or leave without pay must be specific as to not only the project to be undertaken but the details of how, where, and with whom the leave will be carried out.

g. Plans for the leave must demonstrate adequate resources to carry out the objectives of the leave in terms of time, equipment and materials, literature sources, appropriate location(s), and, if appropriate, sources of expertise.

h. The leave must be demonstrably beneficial to the professional responsibilities of the faculty member at Pittsburg State University.

i. The leave must be demonstrably beneficial to the University and its academic community.

Chairpersons and Deans are expected to evaluate requests for leaves on their professional development merit, on their administrative feasibility (staffing, funding, assignments, etc.) as well as on the criteria noted above.

The Faculty Affairs Committee will evaluate leave requests utilizing the criteria noted and the professional development merit of the leave proposed.

## C. Procedures

The application for sabbatical leave or leave without pay should be completed and submitted to the Department Chairperson or equivalent. Some departments have sabbatical leave and/or professional development committees that should review and endorse the application if appropriate.

The Chairperson forwards the request for a leave to the college or school dean who endorses or does not endorse the completed request.

The request is then sent to the Faculty Affairs Committee where it is reviewed and endorsed, or not endorsed, and forwarded to the Vice President for Academic Affairs who forwards it to the President with a recommendation.

The President reviews the request for leave and, if appropriate, sends it to the Board of Regents observing the April Board meeting deadline.

Faculty should be informed after each step of the process as to the progress of their request.

The following deadlines should be observed:

First Monday in July – First call for sabbatical and leave requests for the subsequent academic year

First Monday of the Fall Semester – Second call for sabbatical leave requests

Third Friday in October – Requests for leaves to Department Chairpersons

Fourth Friday in October – Requests forwarded to the College or Dean

First Friday in November – Requests forwarded to the Faculty Affairs Committee

Last Friday in November – Requests forwarded to the Vice President for Academic Affairs

Last day of the Fall Semester – Requests forwarded to the President

## XXVI. GUIDELINES AND PROCEDURES CONCERNING THE EVALUATION OF THE ENGLISH LANGUAGE PROFICIENCY FOR FACULTY

All prospective faculty members of Regents institutions, except visiting professors on exchange for one year or less, must have their spoken English competency assessed prior to employment through interviews with not fewer than three institutional personnel, one of whom shall be a student, and the other two would normally be the Department Chair and the Chair of the Screening Committee. These persons shall report and sign their assessments on a form provided by the Dean. Faculty shall include all full-time or part-time personnel having classroom or laboratory instructional responsibilities and/or direct tutorial or advisement contact, other than for courses or sessions conducted primarily in a foreign language. An oral interview shall be conducted either face-to-face or by mediated means. Prospective faculty found to be potentially deficient in speaking ability shall be required to achieve a minimum score of 50 on the Test of Spoken English (TSE) or the Speaking Proficiency English Assessment Kit (SPEAK), to be eligible for an appointment without spoken English language remediation conditions. A report detailing the process for interviewing prospective faculty, including the composition of the interview team and scores from the TSE or SPEAK for each candidate, will be submitted to the President/CEO of the Board every other year.

Any spoken English competency caveats imposed on the appointment of the faculty member will be noted in writing as a condition of employment.

The Dean shall be responsible for certifying that the assessment has been completed by signing the assessment form. When a faculty member's English language competency has been certified, it will become part of that individual's permanent personnel file.

**XXVII. DURATION**

Sections IV.A. and IV.B. of this Agreement shall be effective from July 1, 2008 through June 30, 2009. All remaining portions of this Agreement shall be effective from July 1, 2008 through June 30, 2011.

If this Agreement contains any unlawful provisions, those provisions shall be deemed to be of no effect and stricken from this Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.

The foregoing agreement is hereby accepted.

FOR THE ASSOCIATION:

Tim Thomas

Tim Thomas, President
PSU/KNEA

6 June 08
Date

FOR THE BOARD OF REGENTS:

Christine Downey-Schmidt

Christine Downey-Schmidt, Chair
Kansas Board of Regents

6-12-08
Date

FOR THE UNIVERSITY:

Tom W. Bryant

Tom W. Bryant, President
Pittsburg State University

6-10-08
Date

## XXVIII. APPENDIX A

### A. Definition of Teaching, Scholarly Activity, and Service

(from **The Core of Academe**, Office of Academic Affairs, Pittsburg State University, 1983.)

1. Teaching: Program Planning, Instruction, Evaluation, and Advisement

Although Pittsburg State University acknowledges its commitment as a teaching institution, this does not mean that the University does not have the obligation to engage in scholarly activity and public service. It does, however, set the teaching/learning process as an institutional priority. Teaching has four components: academic program planning and development, instruction, evaluation, and student academic advisement. The orientation of these elements is relevant to facilitate the acquisition of knowledge and skills and enhance behavioral change.

Teaching is the critical ingredient that provides the mechanism by which two major purposes of the University are achieved. Education should be concerned with experiences which strengthen human relationships, forge common bonds, and enhance the quality of life. Its emphasis should concern areas of our interrelatedness as members of the human community. Education also should develop within students the capacity for further learning in a particular discipline, concentrating on those knowledge and skills unique to the discipline and of value to graduates in the world of vocation. These two purposes then -- one emphasizing the interrelatedness of knowledge and the other focusing on the uniqueness of knowledge -- provide a framework within which the four components of teaching can function.

Professors may teach, but students learn. Further, students are quite capable of learning by themselves. Given adequate resources from which to learn, the human organism is quite capable of self-instruction. The ability to learn independently, after all, is a valued quality of the professorate. Many educators think that the most significant single outcome of a university education is that students become lifelong learners when they leave the tutelage of the institution. The task of the professor, then, is to arrange the contingencies of teaching in order that learning may be most efficient and effective. A brief description of each of the four components of teaching follows:

a. Academic program planning and development consist of analyzing the educational goals defined by a particular field of study. These goals are then

reduced to objectives which define the scope and sequence of the subject content and learning experiences to be made available to the student. The specification of the scope and sequence of content must recognize the standard parameters of the instructional system in which the academic program is to function (124 semester hours credit, number and credentials of the faculty, facilities available, etc.). The competencies of students entering the program should be specified and opportunities to achieve additional necessary competencies identified. The task of academic program planning and development is to specify the desired results of the educational process and the most effective and efficient method to achieve those results.

b. Instruction refers to the process of utilizing resources to achieve an identified educational objective. It is a process with internal order, sequence, and purpose. It is not a random encounter. Knowing what is to be achieved by the student, as well as the student's initial competencies, the professor identifies the knowledge and skills to be taught, the learning experiences to be provided, instructional media to be utilized, the instructional strategies to be employed, and the time and facility resources required. All these are "arranged" in the proper order and time sequence to facilitate the learning of the student. It is possible to categorize instructional methods available to faculty in three broad areas: large and small group instruction used primarily for the dissemination of knowledge; laboratory, practicum, and internship sessions used for skill development; and the tutorial to provide students the opportunity for independent study and faculty for individual guidance (small seminars, reading courses, theses and dissertation, etc.).

c. Evaluation spans academic program planning and development, instruction, and advising. It provides an objective verification that the academic plan (component one) was carried out (component two); that a legitimate learning experience occurred. Evaluation is used initially in order to determine the needs of students as well as their initial level of competency. During instruction, evaluation is utilized to provide guidance to students to guide their learning experiences, as well as data to the professor to evaluate the instructional process. Evaluation is again employed at the termination of instruction in order to assess the attainment of the course objectives by the student, the performance of the instructor, and the adequacy of instruction. Evaluation may also be used to provide performance data concerning instructional strategies, various forms of instructional media, relevance of the content of the course, and the adequacy of the facilities used in instruction. Evaluation meets two basic needs of teaching: a) it provides information about the student, and b) it provides information concerning instruction.

d. Academic advising goes beyond the review of requirements for graduating, assisting students in making out a schedule, or signing a class card. It is a vehicle by which the student may develop as an independent thinker and learner. The goal of academic advisement is to assist the student in the exploration of the student's life/career goals and the specification of an educational plan to reach those goals.

   It also includes the monitoring of the student's progress towards implementing that plan, the providing of advice and an interpretation of appropriate and inappropriate learning behaviors during the instructional sequence, and an evaluation of the learning experience at the termination of the instructional process. Academic advisement is an active process of sharing between the faculty member and the student concerning any relevant variable associated with the student's academic program. The goal of academic advisement is to assist the student in obtaining as much benefit from his/her educational experience as is possible.

There are a multitude of activities concerned with teaching. Some of those that are representative are noted below. Those provided are meant to serve as examples only. They should not be perceived as the total universe of teaching activities. One is engaging in academic program planning and development, instruction, evaluation, and academic advising when one:

-- provides academic and career counseling and advisement to students on a regular basis,

-- demonstrates teaching competence in a chosen content area and guides and inspires students;

-- integrates current scholarly activities within a given discipline into the overall scope of instructional content;

-- holds membership on graduate student committees, and directs theses and special investigations;

-- teaches honors courses and provides for individualized instruction where required;

-- contributes to course and curriculum development and prepares and uses instructional media;

-- experiments with instructional methods and techniques;

-- attends conferences, conventions, meetings relevant to teaching in the chosen discipline;

-- can demonstrate an impact on students, both objectively and subjectively;

-- participates in the academic governance of the academic unit to which assigned;

-- contributes to the development of both library and other learning resources relevant to content area of teaching;

-- seeks opportunities to interact with colleagues in order to improve instruction;

-- is available to the academic community to consult with students concerning learning difficulties and colleagues concerning academic program issues;

-- periodically reviews and revises course materials including textbooks, syllabi, evaluation instruments, instructional media;

-- maintains academic integrity and the academic standards of the institution;

-- provides students with objectives relevant to the course taught, appropriate references, information as to the topics to be covered, and criteria for at least satisfactory performance;

-- provides for student evaluation of the course and the instructor and uses the results of such evaluation to revise course and methods of instruction;

-- makes available opportunities for students to learn of the primary sources of information associated with a particular discipline or area of study;

-- sponsors field trips, outside resource instructors, and student research projects;

-- assists students in making rational and relevant academic decisions as an academic advisor;

-- observes academic regulations as legislated by the Faculty Senate and instructional "good practices," as recognized by the profession.

## B. Scholarly Activity: Research, Scholarship, and Creative Endeavor

While Pittsburg State University is committed to the idea of being a "teaching institution," that concept cannot be fulfilled apart from a similar commitment to scholarly activity. Scholarly activity has three components - research, scholarship, and creative endeavor - whose principal foci are oriented toward the academic program of the University and are carried out by individual faculty.

These activities are vital to the University and to its academic program, and have an impact on the student as a learner. They are a very real part of the instructional process. As a student progresses through undergraduate studies, the student is constantly moving toward more and more independent learning and learns that research and creative endeavor are necessary elements in the learning process. Students must have models of ongoing scholarly activity in which they can see the possibilities for their own creative talents. Faculty engaged in scholarly activity provide those models. In this sense, scholarly activity is an integral part of teaching.

Research, creative endeavor, and scholarship are also intimately involved in the professional development of individual faculty members. Through the process of sharing the outcomes of professional efforts with colleagues both on and off the campus, validation of progress in developing as a scholar in a discipline is received. Reviewing and critiquing the work of others provides opportunities for faculty to test ideas and concepts developed in their own work. Often sharing scholarly activity with colleagues on the campus functions as a stimulus to fellow faculty. Since professional development is a lifelong task, sustained effort in this area of involvement is needed.

A detailed description of the three components of scholarly activity follows:

1. Research for the purposes of this discussion will be categorized as discipline, applied, and pedagogical. The first orient towards new knowledge, the second towards the utilization of that new knowledge, and the third towards methods of teaching and learning. Discipline research is that activity which is carried out with the deliberate intent of extending the frontiers of knowledge in a particular academic discipline. Little attention is given to the applicability or practical use of possible discoveries. Applied research is activity that is carried out with the deliberate intent of solving a specific problem in an immediate time frame. The focus of the activity is the applicability of the research to a well defined, real time need. Pedagogical research is activity which explores the merits of one educational approach to instruction over another approach,

under what conditions students learn best, how educational material may be organized to enhance the learning process, investigations of the degree to which curricula meet the requirements they have been designed to meet, etc. The sharing of the results of research as outlined later in this paper is an integral part of the research process. The responsibility to communicate the results of research in order to assist colleagues as well as to validate findings is the task of the faculty member. The responsibility to support and facilitate research efforts on the part of the faculty is the task of the academic administrator.

2. Scholarship is an area of scholarly activity that refers to updating and extending an area of study within the professional life of the faculty member. University professors must be constantly alert to new and innovative directions in their discipline if their leadership in the classroom is to be truly effective. It is this kind of activity that frequently spells the difference between professors who are inspiring and creative in their role as teachers, as opposed to those who continue to use only notes on aging yellow pages. Faculty engaged in scholarship are those who take advantage of the opportunities to remain viable and active in their particular area of specialty. The development and sharing of ideas; the conception and implementation of new and creative instructional materials; participation in conferences, conventions, workshops, professional meetings; and the publication of articles and monographs in areas other than research are samples of such activities.

3. Creative endeavor refers to the result of the production of creative work by faculty. Creative endeavor is most easily identified when associated with the performing arts (theater, music, dance) and the fine arts (two and three dimensional art and writing). It is also most appropriate to apply it in the area of applied arts (architecture, graphics and printing, design, and decorating). Creative endeavor involves not only the creation of a tangible product, but the subjection of that creative piece to judgment by public and peers through the vehicle of performance, show, publication, display or exhibit. There is some overlap with the area of scholarship. For example, an article dealing with the impact of carbon steel by its inventor could be classified as creative endeavor.

Some examples of the type of activities indicative of scholarly activity are as follows. Those provided are meant to serve as examples only. They should not be perceived as the total universe of scholarly activities.

-- production, exhibition, or performance of creative works;

-- delivering invited lectures, papers, speeches, or presentations at colleges or universities, professional meetings, conventions, and conferences;

-- submission of products of scholarship to colleagues for evaluation and critique;

-- collaboration with colleagues on the local and other campuses in activities oriented toward making a contribution towards the advancement of knowledge, methodology, or development of a discipline;

-- applying for and receiving grants and awards;

-- obtaining recognition regionally, nationally or internationally for recent as well as past contributions to a particular field of study by a variety of means (requests for reprints, paper reading invitations, citations of research, invitations to exhibit, etc.);

-- participation in institutes, short courses, seminars, and workshops that are related to the faculty member's discipline;

-- publication of the result of research, scholarship, and creative endeavor through vehicles such as: monographs, textbooks, papers, abstracts, book reviews, poems, plays, various musical compositions, etc.;

-- is a member of professional societies relevant to a specific discipline;

-- obtains copyrights or patents on works produced;

-- engages in specific self-study or a professional growth plan to enhance professional competency;

-- edits papers for journal publication, grant proposals for award, chapters for books or other scholarly activity of like nature.

**C. Service: Institutional, Professional, Community**

Pittsburg State University strives, through its faculty and staff, to provide excellent teaching, quality scholarship, and meaningful service. Service activities have the potential to make positive contributions to both scholarly activity and teaching and have been a traditional part of all academic communities. This service manifests itself in three areas: institutional service, professional service, and service to the community. It is recognized that faculty members possess talents and interests in a variety of fields and are

capable of rendering service in areas quite unrelated to their discipline, as well as those that are very closely related. Although they should not be discouraged from providing service in any field in which they have an interest, it should be understood that faculty activities are, as a general rule, considered to be valid university service only when they are performed using competencies relevant to the faculty member's role and/or area of specialization at the University. Services provided through an avocational interest or associated with some special talent or skill not related to one's professional competence or assignment will not be considered valid University service unless the performance of the service is in some manner related to one's University appointment. For example, if a faculty member whose discipline is psychology sings in the community chorale, such service would not be considered as a University contributed community service. On the other hand, if that faculty member led group marriage counseling sessions for the YMCA, such service would be a legitimate contribution of the University to the community. Should a member of the psychology faculty be invited to provide a service (one not related to that discipline) because of the fact that the individual is affiliated with the University, such service would also be considered as a University contributed service. Faculty members are encouraged to pursue any opportunity to participate in the improvement of the quality of life in the community as citizens of that community and as examples of good citizenship. Service activities have the potential of making significant contributions to teaching, scholarly activity, and the quality of life in the academic and lay community. The setting of academic policies and regulations, guiding of curriculum development, contributing to the acquisition and use of library media and instructional technology are intimately related to the teaching function of the faculty member and the University. Consulting, speaking to groups external to the academy, planning professional development opportunities, and serving in professional societies contribute more than tangentially to one's scholarly activity. Representing the University at various community functions, serving on community committees, providing training to lay groups, and giving of one's expertise in accomplishing community tasks influence positively the quality of life in the community as well as the University.

A detailed description of the three components of service follows:

1. Institutional service consists of serving on departmental, college, and University standing and ad-hoc committees. In addition, teaching in continuing education credit and non-credit programs both on and off campus are also considered in the service category as are activities associated with completing special studies and projects for the University (e. g., studying the economic impact on Southeast Kansas, surveying the adequacy of academic advising in a particular academic unit, etc.).

2. Professional service consists of serving in some official capacity (officer, committee member, discussant, reviewer, session chairperson, editor, etc.) the needs of a professional society or organization related to some degree to the discipline area of expertise of the faculty member. Professional service should also be acknowledged for establishing consulting relationships with government, business, or industry whether that service receives compensation or not. The key here is that the faculty member is recognized as having an expertise that has been sought after. If the service performed is considered as an integral part of the faculty member's assignment (such as "on loan," exchange, or various released time arrangements), then it should also be evaluated in the most relevant category (e. g., administering a workshop for the Environmental Protection Agency would be teaching, performing research for pecan growers in Northeast Oklahoma would be scholarly activity, or developing a computer program for a small business would be service). Relevance to the faculty member's area of expertise still remains the overriding factor.

3. Community service literally includes that remainder of the myriad of activities that faculty perform for the local and regional community in which they live that are related to University expertise or affiliation. Serving on various city, county, state, and regional (or federal) committees in a wide variety of capacities are categorized in this particular area. Non-governmental and not-for-profit agencies and organizations are also included here. It must be remembered that the categorization of service activities in many cases will be arbitrary and the degree of accuracy with which one categorizes service is not precise. The critical task is to first, do the service, and second, to categorize that service. The only reason that these classifications are presented is to provide some structure that will enable faculty and academic administrators to define relevant service activities, not to place them compulsively into a variety of categories.

Examples of institutional service, professional service, and service to the community may take the form of any of the sample activities given below:

-- participates in non-credit continuing education programs both on and off the campus,

-- plans and leads non-credit workshops, institutes, discussion groups,

-- functions as an officer of local, regional, national, or international professional organizations,

-- serves on departmental, college, and University committees,

-- assumes a variety of administrative and/or support responsibilities relating to the University community,

-- conducts various institutional studies,

-- contributes services to the community that are relevant to the faculty member's role at the University,

-- consults as requested with government, business, and industry to solve a variety of applications of the faculty member's expertise,

-- participates in sponsoring various student clubs, societies, organizations' activities.

## XXIX. APPENDIX B
## PROTOCOL FOR THE ADMINISTRATION AND PROCESSING OF STUDENT RATING INSTRUMENTS

### A. Protocol for Requesting Student Rating Instruments

Faculty are required to use a standardized student rating instrument specified by the Vice President for Academic Affairs; to use the results for course revision, improvement of instruction; and to submit the results to be used, along with other materials the faculty may submit, to document competence and effectiveness in teaching. This document is intended to describe the process by which faculty request student rating instruments.

During the first part, usually the first two weeks, of each semester of the academic year (i.e., each Fall and each Spring), each department chair will contact faculty in his/her department about administering the student rating instrument. During this time period, chairs will consult with each faculty member and designate the courses in which the student rating instrument will be administered later that semester. The faculty member shall have the option of administering the instrument in every course within his/her assigned load. Faculty who are in the probationary period of a tenure earning position shall administer the student rating instrument in every course in their assigned teaching loads. These courses will be specified in advance as the ones for which student ratings are to be submitted for such purposes as annual ratings, tenure and promotion decisions, course revision and improvement of instruction, etc.

Early each semester, using a form to be provided by the Vice President for Academic Affairs (VPAA), each Chair will submit to the VPAA a listing of the courses to be rated in his/her department that semester. The VPAA will then order the student rating instruments and prepare student rating packets for distribution to departments.

Early each semester, the VPAA will identify a period of time during the semester when student ratings will be administered across campus, and will notify the faculty and department chairs of the dates.

At least two weeks prior to the student rating period the VPAA will distribute to chairs the student rating packets, together with a reminder of the period during which administration is to occur. Chairs will distribute these packets to the appropriate faculty. It will be the responsibility of faculty to schedule the administration of the ratings during the appropriate period. In extenuating circumstances, the chair may approve that the faculty member may administer the rating on a date earlier than the designated period.

(See the attachment entitled ***"How to Administer the Student Rating Instrument"*** that is distributed with the packets.)

The neutral person who administers the student rating instrument will collect the completed forms and return them to the departmental assistant in the appropriate department.

The departmental assistant will compile all completed student rating instruments from the department and deliver these to the VPAA, no later than Tuesday of the week following the designated student rating period. **[Please note this important deadline: To assure the integrity of the process, it is vital that all participating faculty adhere to the guidelines for administering the ratings and that they submit them for processing by the designated deadline. Rating forms will not be accepted for processing after the designated deadline.]**

The departmental assistant will compile any separate comment sheets in the same envelope. These comment sheets will be given to the instructor on the day the student rating results are given to him/her.

The VPAA will be responsible for arranging for data compilation for the student rating forms. Confidentiality of the data will be strictly observed. After the compilations are completed, the VPAA will distribute the student rating reports to the various departments, where the departmental assistant will place the originals in the department's confidential personnel files and distribute copies of the reports (including any comment sheets) to course instructors, subject to the following:

**<u>NO</u> student rating reports will be returned to instructors until <u>after</u> their course grades have been submitted.**

**Important reminder: Faculty are required to submit the results of these student ratings during the annual performance appraisal process. Candidates for tenure are required to submit in their tenure dossiers the results of all student ratings completed during their probationary periods. Candidates for promotion are required to submit in their promotion dossiers, as a minimum, the results of all student ratings for the three years prior to application for promotion. Candidates for promotion, who, because of credit for prior service, are eligible for promotion after a period of fewer than three years, shall submit all student ratings completed during that period of time.**

## B. How to Administer the Student Rating Instrument

1. Timing of Administration of Student Ratings

Student ratings are to be administered during the period designated each semester by the VPAA, who will also designate a deadline for submission of the ratings for processing. In extenuating circumstances, with the approval of the Chair, individual faculty members may administer the rating on a date preceding the designated period for reasons such as proximity in time to an exam or the return of an exam, proximity to atypical instructional sessions, etc. The intent is to have all of the ratings completed within a short period of time common to all faculty and to expedite the process.

**To assure the integrity of the process, it is vital that all participating faculty adhere to the timelines for administering the ratings and that they submit them for processing by the designated deadline. Rating forms will not be accepted for processing after the designated deadline.**

2. Courses to be Rated

During the first part, usually the first two weeks, of each semester, Chairs will consult with faculty and designate the courses in which the student rating instrument will be administered. The faculty shall have the option of administering the instrument in every course within his/her assigned load. Faculty who are in the probationary period of a tenure earning position shall administer the student rating instrument in every course in their assigned teaching loads. These courses will be specified in advance as the ones for which student ratings are to be submitted for such purposes as annual ratings, tenure and promotion decisions, course revision and improvement of instruction, etc. (See the document, ***Protocol for Requesting Student Rating Instruments***.)

3. Method of Administering the Rating Instrument

Ratings are to be conducted at the beginning of the class period on the date that has been selected by the instructor of the course. Allow 20 minutes for administering the ratings. Ratings are to be administered by individuals other than the instructor for the course. It is the responsibility of the instructor to arrange for the administration of the ratings. The instructor is not to be present in the room at the time of the rating. The person who administers the ratings will distribute the appropriate rating forms and read the following directions to the students.

***Hello, my name is ( …….). As a part of the university's practices to gather and evaluate information on students' perceptions of teaching effectiveness, each faculty member is required to administer a standardized rating form.***

***During the next few minutes I would like to collect your anonymous perceptions about some important aspects of this course. Your candid responses will be appreciated. Your responses will be used to improve instruction, and this process is a very serious matter, which may affect personnel decisions. Please read the instructions printed on the form and use a #2 pencil to blacken the circle that shows how much you agree with each statement. Marks must be dark and completely fill the circle. The machine used to read these forms does not read ballpoint or felt tip ink. A separate sheet is provided for you to add written comments about the course. The computer analysis of the responses and the written comment sheets will not be returned to the instructor until all course grades have been submitted to the registrar's office at the end of the semester. Usually faculty do not receive the results until weeks after the end of the semester. You have twenty minutes to complete the survey. When you are finished, please bring the forms forward.***

The Vice President for Academic Affairs may alter or replace these directions to reflect changes in the instrument and/or the way in which it is administered.

Following completion of the forms the individual administering them will collect them in the large envelope that is provided and return them to the department departmental assistant for processing. The person who collects the forms should separate the rating forms from the comment sheets, align each of them so that all ratings and comment sheets are facing the same direction and are oriented the same. Please do not staple or paper clip forms or use a rubber band around them. All forms to be processed together for a single class, along with the comment sheets, must be submitted in a **single** envelope. The person administering the forms will seal the envelope after all of the ratings are placed inside and write his/her name across the seal. This person should assure that the instructor's name and the course name, course number, and section number are listed on the envelope.

**Important note:**

The person who administers the ratings should do so in such a way that he or she cannot identify which student completed a particular form. As they are collected, the forms should be separated and placed face down until they are inserted into the envelope. Students who are completing the ratings should not be allowed to see the responses of other students.

## XXX. APPENDIX C
## INTELLECTUAL PROPERTY

The purpose of this section is to foster the creation and dissemination of knowledge and to provide certainty in individual and institutional rights associated with ownership and with the distribution of benefits that may be derived from the creation of intellectual property. When revenues are to be shared, the creator(s) shall obtain his/her share only after the University has recouped any direct costs borne by the University for equipment purchased specifically for the project and for supplies, materials, and costs paid to third parties. The portion of the revenues to be shared among multiple creators shall be shared equally unless otherwise agreed in writing by the creators.

A. General Copyright Policy

The ownership of the various rights associated with copyright is dependent upon the specific type of intellectual property. The University shall assert limited ownership of some of the various rights as set forth below. Since the University has a fiduciary responsibility for the appropriate use of state funds, unless otherwise provided for under this policy, all rights associated with works produced as *"work made for hire"* or other works that make "substantial use" of institutional resources belong to the University. For purposes of this policy, *"work made for hire"* should be as defined by the AAUP statement on copyright (http://www.aaup.org/statements/Redbook/Spccopyr.htm).[11] "Substantial use" means that the creator receives more than normal support for the project or receives time and/or resources specifically dedicated to the project.

1. Mediated Courseware

For purposes of this section, the phrase "mediated courseware" means: course materials that (1) enable instructors to rely exclusively or substantially on non-classroom contact hours for instruction, 2) make extensive use of technology, including but not limited to video conferencing, streaming media, and similar technologies and (3) potentially could permit students from other institutions to access courses offered by Pittsburg State University upon payment of a specified fee. The phrase "mediated courseware" does not include course material prepared by an instructor that makes use of the Internet for delivery or presentation, unless all of the above criteria are met.

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[11] Pittsburg State University will be guided specifically by that portion of the AAUP policy that states, "Works created as a specific requirement of employment or as an assigned institutional duty that may, for example, be included in a written job description or an employment agreement, may be fairly deemed works made for hire. Even absent such prior written specification, ownership will vest in the college or university in those cases in which it provides the specific authorization or supervision for the preparation of the work." Examples are reports prepared by members of a faculty committee or works of a faculty member in the normal execution of his/her duties.

a. The University shall have limited ownership or control rights for mediated courseware as specified below:

   (1) Self-initiated mediated courseware. When employees develop mediated courseware without specific direction by the University, unless otherwise agreed, the ownership of the courseware shall remain with the employee. Normally, no royalty, rent or other consideration shall be paid to the employee when that mediated courseware is used for instruction at the University and such mediated courseware shall not be used or modified without the consent of the creator(s). Should the courseware be used for instruction outside of the University, the creator shall reimburse the University for use of institutional resources from revenues derived from the transaction offering the course.

b. Mediated courseware when judged by the creator(s) to have commercial value shall be reported to the Academic Vice President . The report shall contain a description of the mediated courseware. Mediated courseware judged by the creator(s) not to have commercial value shall be considered reported when used in a University course.

   (1) Institution-directed mediated courseware. When the University specifically sponsors the creation of mediated courseware by assigning one or more employees to develop the mediated courseware and supplies them with materials and time to develop the mediated courseware, the resulting mediated courseware belongs to the University and the University shall have the right to revise it and decide who will utilize the mediated courseware in instruction. The University may specifically agree to share revenues and control rights with the employee.

   *Procedure:* When the University directs employees to develop mediated courseware, a contract shall be agreed to between Pittsburg State University and the faculty member(s) before the project begins. The contract should contain clear statements regarding the following:

      a. Definition of the project and participants
      b. Time commitment
      c. Compensation, such as release time, summer salary, etc.
      d. Ownership of derivative works
      e. Revenue sharing
      f. Conditions of revision
      g. Credits to creators

h. Procedures for creating an agreement on instructional uses by other institutions or licensing should those conditions warrant.

2. Scholarly and Artistic Works

Notwithstanding any use of institutional resources or *"work made for hire,"* the ownership of textbooks, scholarly monographs, trade publications, maps, charts, articles in popular magazines and newspapers, novels, nonfiction works, supporting materials, artistic works, and like works shall reside with the creator(s) and any revenue derived from their work shall belong to the creator(s). Except for textbooks, the University shall have royalty-free use of the work within the University, unless otherwise agreed in writing.

3. Manuscripts for Academic Journals

a. Notwithstanding any use of University resources or *"work made for hire"* the ownership of manuscripts for publication in academic journals shall reside with the creator(s) and any revenue derived from their works shall belong to the creator(s).

b. If the manuscript is to be published, the creator(s) shall request the right to provide the University a royalty-free right to use the manuscript within the University in its teaching, research, and service programs, but not for external distribution, and, if successful, the creator(s) shall grant such right to the University.

*Procedure:* Upon acceptance of the manuscript, the University will provide a royalty-free request form to be sent to the publisher by the creator. The creator's responsibility for this policy ends with the submission of the form.

c. Upon the establishment of national governmental or nonprofit entities whose purpose is to maintain in an electronically accessible manner a publicly available copy of academic manuscripts, the Kansas Board of Regents will review each entity and upon determination that providing the manuscripts will not jeopardize the publication of articles or infringe on academic freedom the creator(s) shall grant and provide the appropriate entity a limited license for the use of each manuscript.

4. Copyrightable Software

The rights to copyrightable software with an actual or projected market value in excess of $10,000 annually, except software included in computer-mediated courseware, shall be determined pursuant to Section B below, Patent and Copyrightable Software Policy.

*Procedure:* The University will provide a form for disclosing copyrightable software that a reasonable person would believe to have commercial value. The University

will establish a procedure for normally rendering a decision within 45 days but no more than 180 days.

B. Patent and Copyrightable Software Policy

Patents obtained on inventions or the ownership of copyrightable software with an actual or projected market value in excess of $10,000 annually resulting from Pittsburg State University -sponsored research shall be retained or assigned by the University for the purpose of obtaining patents on inventions, receiving gifts, administering or disposing of such patents, and promoting research and the development of intellectual property at Pittsburg State University by every proper means.

The following regulations shall be followed with respect to inventions or software:

1. Anyone who conceives an invention or who develops copyrightable software that is not included in mediated courseware resulting from a research project sponsored by the University shall report the matter to the Academic Vice President on a Patent Disclosure Form, available at the office of the Academic Vice President Following receipt of Patent Disclosure Form, the University will schedule a meeting with the creator(s) to discuss the disclosed invention.

2. If the University notifies the inventor that the invention does not warrant commercialization, then the inventor is free to patent it. The inventor shall be notified within 180 days of the date of submission of the invention disclosure to the University that the University has begun to proceed with commercialization or that he or she is free to obtain and exploit a patent or other intellectual property in his or her own right. In such case, however, the University does not relinquish its right to publish any of the data obtained in the research project. If the University decides not to further the use of the patent or copyrightable software, it shall assign all other rights therein to the creator(s).

   *Procedure:* Upon making a decision that the invention does not warrant commercialization, the University shall notify the inventor(s) in writing that they are assigned the rights therein upon execution of a University Technology Release form.

3. When any revenue is obtained by or on behalf of the University, from the commercialization of any technology, including royalties, license fees or other charges based on any patent or copyrightable software, one third of revenues shall be paid directly to the inventor(s) or creator(s). The remainder of any revenue shall be used to sponsor further research and research related activities within the institution. They may agree that the University may retain a portion of the funds. Revenue

sharing shall begin only after the University recoups costs paid in support of obtaining revenue from the invention, including costs of patents.

4. In case of cooperative research sponsored in part by an outside corporation or individual, a written contract shall be made between the University and the cooperating agency. This contract should include a statement of policy substantially equivalent to that outlined below:

   "It is agreed by the parties to this contract that all results of experimental work, including inventions, carried on under the direction of Pittsburg State University, belong to the University or at the discretion of the University to the public and shall be used and controlled so as to produce the greatest benefit to the public. It is understood and agreed that if patentable inventions or copyrightable software grow out of the investigation and such inventions or software have commercial value, the cooperating agency shall receive preferential consideration as a prospective licensee, with a view to compensating said cooperating agency in part for the assistance rendered in the investigation.

   It is further agreed that the name of the University shall not be used by the cooperating agency in any advertisement, whether with regard to the cooperative agreement or any other related matter."

5. In case of a research project where it is proposed that all costs including overhead, salary of investigator, reasonable rent on the use of equipment, etc., are paid by an outside party, the outside party and the University, shall negotiate the appropriate assignment of all patent or copyrightable software rights prior to the provision of any funding by the outside party. The University shall reserve the right to publish all data of fundamental value to science and technology. The educational programs of students, including publication of theses, dissertations, and papers, will be given highest priority when students participate in externally funded research.

6. Changes in the above policies may be made by the University to conform to the requirements of the United States Government when contracting with the United States Government or a Federal Government Agency.

C. Trademark Policy

The University reserves the right to control and protect the trademark and service marks of the University.

D. Institutional Procedures

Any faculty grievance hereunder shall be governed by the General Grievance Procedure except that the first step shall begin with “Step 2” by filing the written statement with the Academic Vice President. The written statement (described in “Step 1”) must be filed within ten (10) class days from the date on which the faculty member knew or should have known through due diligence of the act grieved.

## IV. SALARIES

### A. FY 2010

For the 2009-20010 academic year, it is agreed by and between the parties that those faculty salary funds for faculty included in the Meet and Confer Unit ("Unit") shall be divided in the following proportions:

| | |
|---|---|
| Base Salary Total | $13,537,092 |
| Sum of Adjustments | 54,500 |
| Merit Increment Total | 0 |
| Grievance Fund | 0 |
| TOTAL | $13,591,592 |
| Summer Session 2010 | $ 1,110,069 |

### B. Definitions

1. "Base Salary Total" is defined as the sum of previous year's salaries of all continuing unit members.

2. "Sum of Adjustments" shall be defined to include promotions.

3. "Merit Increment" shall be defined as the sum representing salary improvement in reward for the level of excellence of an individual's performance.

5. "Grievance Fund" shall be defined as the monies provided to process and redress salary grievances as provided herein.

## V. SALARY GENERATION

This section was not negotiable this year. Therefore, the Board of Regents shall make the same recommendation as last year. It shall recommend as part of its fiscal year 2011 budget request, an increase in the unit salary base of a minimum of 7.0%. It is recognized that any recommendation is subject to legislative action and approval by the Governor.

**XXVII. DURATION**

Sections IV.A. and IV.B. of this Agreement shall be effective from July 1, 2009 through June 30, 2010. All remaining portions of this Agreement shall be effective from July 1, 2008 through June 30, 2011.

If this Agreement contains any unlawful provisions, those provisions shall be deemed to be of no effect and stricken from this Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.

The foregoing agreement is hereby accepted.

FOR THE ASSOCIATION:

Mark Johnson
President, PSU/KNEA

6/16/09
Date

FOR THE BOARD OF REGENTS:

Donna L. Shank, Chair
Kansas Board of Regents

6-25-09
Date

FOR THE UNIVERSITY:

Tom W. Bryant, President
Pittsburg State University

6-23-09
Date