Memorandum of Agreement

Between

Fort Hays State University Chapter
of the American Association of University Professors

and

Fort Hays State University/
Kansas Board of Regents

Fiscal Years 2011, 2012 and 2013
July 1, 2010 to June 30, 2013

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ARTICLE I: CONTRACT TERM

The term of the Memorandum of Agreement between the administration and the faculty bargaining unit is for three years, fiscal years 2011, 2012, and 2013, beginning July 1, 2010, and ending June 30, 2013.

The current Faculty Handbook or past practice will govern mandatorily negotiable terms and conditions of employment that have not been modified through negotiations by the parties. Whenever a term of this MOA differs from the faculty handbook on a mandatory term and condition of employment, the MOA will prevail.

The parties will exchange notice of items to be negotiated for the next contract term no later than March 15, 2011, 2012 and 2013 (3.5 months prior to the end of the contract term) and no earlier than February 1, 2011, 2012 and 2013 (5 months prior to the end of the Memorandum of Agreement term, June 30, of that fiscal year). Notice, for the three year period of this contract, is limited to salary, travel funding, Summer Session and Virtual College, intellectual property, merit pay distribution, and overload and supplemental pay calculation. In addition, FHSU-AAUP may provide notice with regard to any item upon which impasse was declared during the previous years' negotiations, if the impasse procedure provided by Kansas law was followed and exhausted, and if FHSU, acting under the authority of the Kansas Board of Regents, unilaterally implemented the item. All terms of the Memorandum of Agreement that are not "noticed" for meet and confer will continue in the Memorandum of Agreement in that form unless and until the parties mutually agree to negotiate and modify such term(s).

ARTICLE II: RECOGNITION

Section 1. The Employer recognizes FHSU-AAUP as the exclusive representative for the University Faculty Bargaining Unit for the purpose of meeting and conferring with respect to grievances and conditions of employment as certified on May 5, 2000, by the Kansas Public Employee Relations Board (PERB) in case number 75-UDC-1-1999.

Section 2. As provided in the Unit Determination Order in case #75-UDC-1-1999, dated April 12, 1999, as amended on January 21, 2009, the PERB ordered that the appropriate unit for the Faculty of Fort Hays State University shall consist of the following classifications:

INCLUDE: All full-time Fort Hays State University faculty members who hold academic rank as Instructor, Lecturer, Assistant Professor, Associate Professor or Professor. Also included are employees who hold the rank as Program Specialist, Librarian or Research Scientist.

EXCLUDE: All employees who have appointments as President, Provost, Vice Provost, Vice President, Associate Vice President, Assistant

Vice President, Dean, Associate Dean, Assistant Dean, Department Chair, Curator, Academic Director, Director of the Library, Assistant Director of the Library, and Head Reference Librarian and other employees with assigned unit supervisory duties. Also exclude Visiting Faculty, persons who are confidential employees, and members of the classified service of the State of Kansas.

Section 3. At the beginning of each Fall and Spring semester, the University Administration agrees to provide upon request and without cost to FHSU-AAUP a list of University Faculty Bargaining Unit eligible employees, based upon the above unit determination order. Lists of employees requested by the FHSU-AAUP more frequently than twice a year shall be subject to processing charges as provided by the Kansas Open Records Act.

Section 4. Following reasonable efforts to resolve disputes arising among the parties concerning the composition of the appropriate unit, the dispute may be submitted to PERB for resolution.

ARTICLE III: DEFINITIONS

1. Any time the term “days” is referred to generally herein, this term shall be construed to mean any and all days during the Fall and Spring semesters, excluding Saturdays and Sundays, upon which on-campus classes or examinations (including final examinations) are held (hereinafter referred to as a "class day"). If any action is required or allowed to be taken on a specified date or within a specified time from a prior event, and such date falls on a day which is not a class day, the action will be timely if taken on the next class day.

2. Any time the expression "faculty" or "faculty member" is used in the MOA it is understood that the reference is to all and only the members of the bargaining unit as defined in Article II, above.

ARTICLE IV: SALARY (FY-1013)

FHSU-AAUP and University Administration agree that for FY 2013 FHSU will provide a 3% merit increase.

In addition, FHSU-AAUP and University Administration agree that $1,000 will be added to each member’s base salary as an energy adjustment. This will result in an additional approximate 1.85% increase.

FHSU-AAUP and University Administration agree that the University will fund tenure and promotion stipends, and amounts previously contracted for degree completion. This will result in an approximate .284% increase.

All of these adjustments and increases total approximately $723,000, which represents an approximately 5.14% increase.

It is the goal of Fort Hays State University for faculty salaries to be at least 100% of the average (as determined by the Kansas Board of Regents) of FHSU's peer institutions. "Peer Institutions" are defined as the institutions that the Kansas Board of Regents considers peers of FHSU. Both parties to this MOA understand that the time frame within which this goal will be accomplished cannot be set forth with any preciseness due to factors affecting salaries which are beyond FHSU's control.

ARTICLE V: SALARY GENERATION

Meeting and conferring over salary is mandatory. FHSU-AAUP will submit to FHSU a written faculty salary proposal by February 1, including independently verifiable information, statistics and other supporting materials with reference to current, objective, and credible facts. The parties understand that statements of opinion, including those regarding salary levels and quality of teaching will not be effective in attempting to generate salary dollars for future years.

Within 14 days of FHSU-AAUP's submission of the faculty salary proposal, FHSU will provide a written response to the proposed salary generation package presented by FHSU-AAUP.

The parties will meet and confer over the faculty salary proposal, in an attempt to reach agreement, after FHSU provides its written response. If the parties do not agree on a salary package, impasse may be declared on this issue alone.

ARTICLE VI: PROMOTION STIPEND

Eligible faculty who are approved for promotion, under the terms and processes of this agreement, to the next professorial level, will receive the following amounts of payment added to their salary base in the next contract year:

Instructor to Assistant Professor:	$2,000.00
Assistant Professor to Associate Professor:	$3,500.00
*Associate Professor to Professor:	$5,000.00

In conjunction with FHSU's overall budget request, the Kansas Board of Regents will consider the agreed salary proposal or the fact finder's report, whichever is appropriate, at the Board's June meeting. The Kansas Board of Regents may:

1. Accept the agreed proposal or fact- finding report and adjust its block grant request in the Kansas Board of Regents' budget submission or direct FHSU to take other measures to meet the fact-finder's recommendation.

2. Not accept the agreed proposal or fact-finding report. If the report is not accepted, the Kansas Board of Regents will proceed with its block grant request in the Kansas Board of Regents, budget submission.

ARTICLE VII: WORKLOAD

The following is not intended to delineate all workload requirements and responsibilities of a faculty member. It is, instead, an outline of the types of responsibilities that are generally performed by faculty members in order to serve the students. Demands of the faculty member's discipline, variations in the types of classes taught, interests of the University, college and department, among others, may add to or vary these outlined responsibilities.

I. WORKLOAD

Returning or continuing nine-month faculty member's term of employment will begin on Wednesday of the week prior to the first day of classes in the fall academic semester and end on the Monday following spring commencement. New faculty member's term of employment will begin on Thursday of the week preceding the campus return date for returning faculty. For the spring semester, faculty members are to be available on campus on the Thursday before the Martin Luther King Holiday. The return date for China faculty or other programs based off the University campus will be set by the annual notice of appointment for faculty members in those programs.

II. FACULTY WORKLOAD

A. The normal components of the faculty member's workload are instruction, scholarly activity and service, with a standard responsibility "weighting" of 60%/20%/20% committed to each component, respectively. The workload components for bargaining unit faculty members encompass many professional duties and responsibilities necessary to their varied roles as a faculty member at Fort Hays State University ("FHSU"), including, but not limited to, the following:

1. Instruction

   The instructional component of a faculty member's responsibilities may include both traditional and electronic learning environments, classroom and non-classroom teaching activities, and may include, but not be limited to, development of new courses or new instructional materials including software. Academic advising, supervising, mentoring, and consulting with on and off campus students

and assessment of teaching and learning activities are generally considered a part of instructional activity.

2. Scholarly Activity

Scholarly activities at Fort Hays State University are defined as original, innovative intellectual contributions in the form of research, practice, creative activity, or performance. FHSU recognizes and values the diversity of types of scholarship, including discovery, pedagogy, integration, engagement, and application (Boyer, 1997). Scholarly activities must be intended and reasonably expected to lead to the production of scholarly works. Scholarly works must be communicated with and validated by peers beyond the FHSU campus community. The means of communication as well as the comparative value of types of scholarly activity and work are to be determined by each department. These determinations will reflect what is commonly accepted in the discipline.

3. Service

There are three general categories of service for faculty members: service to the faculty member's profession, service to Fort Hays State University, and service to the community.

Service to the profession includes, but is not limited to, state, regional, or national offices held in professional organizations, organizing a professional workshop or meeting, and other related activities.

Service to Fort Hays State University includes, but is not limited to, committee assignments (chair or member), offices held (elective or appointed), involvement in campus activities (Parents' Day, high school workshops, etc.), part-time administrative assignments, sponsoring or advising a student organization, contributions to recruitment or retention of students. This service includes activities in support of the department, the college, and the University.

Community service that is a part of the evaluation process should be related to one's professional expertise.

B. Instructional workload definitions

The full-time faculty instructional workload will generally be twenty-four (24) credit hours of regularly scheduled courses in any one (1) academic year. For twelve-month faculty, an additional six (6) credit hours are considered a full instruction workload in the summer session. It shall be possible for a department chair to balance a faculty member's schedule if the faculty member teaches fewer than twelve (12) credit hours (or equivalent workload) in one semester with more than twelve (12) credit hours (or

equivalent workload) in another semester. Specific departments may delineate variations, with faculty input, to the “hourly” workload, depending on the type of credit offered, such as laboratory assignments or private instruction. Modified instructional assignments are available to faculty members through Track I and Track II reassigned time policies.

C. Other workload requirements and issues

1. Teaching Responsibilities

   Each faculty member is responsible for meeting all scheduled classes. Each faculty member is also responsible for planning, organizing and informing students of the course content, texts, readings, assignments, attendance regulations and methods of evaluation including grading scales. Faculty members are also responsible for turning in grades according to the deadline established by the registrar's office. Faculty members are responsible for the final grading or any other activities related to “incompletes” or other grace periods granted to students for coursework by the faculty member.

   Faculty members who make commitments for independent research, advising, or thesis supervision shall either work with students or make other arrangements that the faculty member deems appropriate to fulfill the responsibilities associated with the assignment which fall outside of the academic-year calendar or occur during a period in which the faculty member is not on the active payroll or otherwise available.

2. Advising

   Academic advising of both on and off campus students, whether traditionally and/or electronically, and as related to those currently enrolled, is a regular part of the faculty member’s responsibility. Faculty are responsible for advising students who are declared majors in their department on departmental, college and University requirements and career opportunities in their disciplines and may be assigned additional advisees who are undeclared or undecided in that student’s academic major.

3. Office Hours

   Each faculty member shall post and hold a reasonable number of regularly scheduled office hours. The department chair will approve the faculty member’s office hour schedule, with a copy retained in the department office. Faculty members must maintain office availability both physically

and electronically, as appropriate. Faculty members who teach in the virtual or electronic learning environments, in addition to regular office hours, will provide students with electronic access to the faculty member in a timely fashion.

4. Class Scheduling

The University is responsible for developing the course schedule for each academic term. Once the department or college has established a tentative class schedule, faculty shall be notified of their course assignments so that they may discuss them with the department chair prior to submitting the schedule to the University for publication. Though the University may consider faculty member's scheduling preferences, final determination of teaching assignments and schedules shall be made by the University.

ARTICLE VIII: MERIT EVALUATION

NOTE: Merit decisions are not subject to the grievance procedure. See Section 6, Procedural Due Process, in the Tenure Article.

Part I. Statement of Policy

A. All faculty members shall be evaluated according to their contributions to the mission of the university and to their respective colleges and departments. The Kansas Board of Regents has directed Fort Hays State University to emphasize instructional activity and also to carry out scholarly activity and service.

B. All faculty members shall be evaluated openly on the basis of factors over which they have sufficient control. A clear, precise, and careful enumeration of their duties in the areas of instructional activity, scholarly activity, and service must be made known to them. Also, the relative weighting of each duty should be developed by the Chair in consultation with the individual faculty member prior to the beginning of the academic year.

C. All faculty members shall be evaluated fairly and equitably and without discrimination, pursuant to the Equal Employment Opportunity and Nondiscrimination Policies of Fort Hays State University.

D. Departmental/unit criteria for merit must be developed by departmental/unit faculty and be approved by them, and the departmental/unit chair, respective dean, and provost. Each list of criteria must include the date of faculty approval.

E. Merit criteria must meet and may not be inconsistent with Kansas Board of Regents' procedure and/or policy. In the event legislative action or accreditation mandates require merit to be determined in a specific manner, the University will determine how to fit pre-existing criteria into such action or mandates, with departmental faculty input.

F. Changes in merit criteria, that are not a result of the mandates referenced above, will become effective beginning the first day of the academic year following the change.

G. Merit salary monies are designed to reward outstanding or meritorious faculty work. Merit salary money may not be available every year; however, merit evaluations will be completed each year, whether or not merit or other salary enhancement or salary monies are available. Materials submitted during a merit review for a calendar year in which merit increases are not received may be submitted the next year that merit monies are available; provided, however that the Department Chair may take into consideration the amount of time that has elapsed between the event or accomplishment documented by the material submitted and the current review to determine whether to base a merit increase recommendation in whole or in part on such material. In addition, for the first merit review following adoption of this article only that material not submitted the previous spring semester for review will be considered. The criteria for merit salary considerations will be determined using the following process.

Part II. Procedures

A. The Provost will be responsible for implementation of and administration of a comprehensive and uniform process of evaluation. This process, while attempting to provide uniformity, will allow colleges and departments to take into account the myriad differences between academic disciplines, departmental and college cultures, etc.

B. The period of merit evaluation reflects the calendar year, and the sequence of events relating to merit evaluation should follow this general order:

1. Prior to the calendar year (or portion thereof) for which the faculty member will be evaluated, the faculty member will be informed of the criteria and procedures to be used in the merit evaluation.

2. The faculty member will supply the chair with a summary of accomplishments and endeavors in the three categories: instructional activity, scholarly activity and service. The deadlines for submission of this material will be either set forth in departmental criteria, or provided by the chair to the departmental faculty at the beginning of the period of

evaluation. Any relevant material submitted or accomplishments achieved after this deadline will be considered during the next evaluation period.

3. The chair will then use the previously accepted criteria and procedure to produce an overall evaluation of the faculty member with respect to: a) the performance of the faculty member in respect to the criteria, and b) the performance of the faculty member as compared to other faculty in the department. This evaluation will be submitted to the Dean no later than April 10th of any given year.

4. The Faculty Member shall be allowed to review the Chair's final written merit evaluation and be allowed to discuss it with the Department Chair before it is submitted to the Dean. Upon request by the faculty member, the chair must demonstrate how the merit dollars were assigned. If there is disagreement between the Chair and faculty member regarding the merit evaluation (or calculation), the parties shall attempt to reach consensus. If no consensus is reached, the chair will submit his / her written merit evaluation and the faculty member may submit a written position summary to the Dean, who shall make a decision on the disagreement. The Dean's decision will be sent to the Chair and the faculty member. The merit evaluation, containing the Dean's decision on the area of disagreement, shall be forwarded to the Provost for review. If the faculty member does not agree with the Dean's decision, he or she may submit a letter of appeal to the Provost.

5. If there is no dispute, the Chair's merit evaluation of the faculty member will be sent to the Dean and a copy sent to the faculty member. The Dean will review and evaluate all evaluation materials and merit evaluations to insure that the merit evaluations are consistent with the criteria and procedures approved for the department and/or college.

6. A Dean who does not agree with any merit evaluation made by a department Chair will attempt to reach consensus through consultation with the Department Chair and faculty member. If this fails, the Dean's written decision will be attached to the Chair's merit evaluation. If any attachment has been added to the faculty member's merit evaluation, the Dean must notify, in writing, the faculty member and Chair of the change and the rationale for making the change. The materials will be forwarded to the Provost by no later than May 1st of any given year.

7. The Provost will review and evaluate all evaluation materials and merit evaluations to insure that merit evaluations are consistent with the criteria and procedures approved by the department and / or college. In addition, if the Provost does not agree with previous merit evaluations or

the merit evaluation is contested, an attempt will be made to reach consensus through consultation with the Dean and the Department Chair and faculty member. If the Provost alters the Dean's recommendation, the Provost's final merit recommendation will be sent to the appropriate Dean, Chair and the Faculty member.

8. The Provost will issue a recommendation to the President to issue a contract for the faculty member that includes the individual's salary for the next fiscal year, if such monetary or fiscal issues have been previously resolved through the meet and confer process. The President's decision is the final step in the merit review process.

Part III. Merit Appeal

1. For the purposes of this article, a "merit appeal" shall be defined as an allegation or complaint by an individual faculty member that his or her merit increase recommendation, created step (B) 1-7, supra, is unjust or unfair. This judgment must be based on his or her performance in relation to the appropriate departmental criteria and procedures.

2. Merit Appeal Fund

   A. Merit Appeal fund will be established by deducting $2,000 from any faculty merit fund pool in any fiscal year; if there is no money for merit increases the pool will not be established.

   B. All faculty members are encouraged to discuss freely any problems or misunderstandings with concerned parties as they arise in an effort to avoid the necessity of activating this appeals procedure. A conscientious effort will be made to redress difficulties at the lowest level possible.

3. The Merit Appeal Fund shall be utilized, as needed, to adjust merit increment ranges of faculty members whose appeals result in changes in their overall performance appraisal ratings. In the event that none of the fund is utilized for adjustments, the $2,000 balance shall carry over to the next fiscal year. If some but not all of the Merit Appeal Fund is expended, than that amount which will cause the fund to increase to $2,000 will be deducted from any faculty merit fund pool in that fiscal year.

4. No merit increment adjustments may be made until all performance appraisal appeals are completed. In the event that the Merit Appeal Fund is insufficient to satisfy all recommended adjustments resulting from changes in overall performance appraisal ratings through the appeals

process, the Fund shall be expended to all successful appellants on a pro rata basis.

5. Merit Appeals Process

A. A faculty member (appellant) initiates an appeal by filing a written statement to the Faculty Appeals Committee (FAC) within five days from the date of completion of Step B, supra. This statement will include:

1. The name of the appellant;
2. The date of the initial submission of the appeal in writing.
3. The statement of facts giving rise to the appeal; and

B. The FAC will be composed of three tenured faculty members; designated by the FHSU-AAUP. The appellant's merit file and all supporting data will be forwarded to and considered by the FAC. The FAC may request the appearance of the appellant and/or the appropriate administrator(s) related to the appeal. The appellant will be allowed to appear before the FAC to present his/her case, if the appellant so requests. The FAC will render a decision within seven days of hearing the appeal. The decision of the FAC is final and binding.

The FAC will forward the revised merit dollars allocated from this step to the Office of Budget & Planning for inclusion in the faculty member's next contract.

ARTICLE IX: TENURE

NOTE: Tenure decisions by the various levels of review are not subject to the grievance procedure contained in Article XXI. See, Section 6, Procedural Due Process.

1. General Information

The granting of tenure by the Board of Regents is not a right. Tenure will be granted when the faculty member has been shown to have the proper qualifications and when it is in the long-term interest of the university**.** Department (or unit) criteria for tenure must be developed by the department faculty and be approved by the faculty, the department chair, dean and Provost. The official listing of the department criteria must include the date approved by faculty. University statements, goals and interests, policies of the Kansas Board of Regents, and any applicable accreditation requirements will be considered during the process of defining tenure criteria. All faculty members in tenure track positions should become familiar with the structure of the tenure file that each

candidate (probationary years one through six) must prepare and the procedures regarding tenure review that will occur at Fort Hays State University. In addition, Department Chairs should do what is reasonable to assure that new faculty members are familiar with the guidelines, procedures, and schedules of the tenure review process. Faculty should be aware that FHSU-AAUP is available to help them if they encounter difficulties in the tenure process. Faculty should understand that it is better to contact the FHSU-AAUP sooner rather than later if you encounter a problem.

A. Only faculty members in a tenure track position are eligible for tenure.

B. Each faculty member in a tenure track position, with the exception of tenure–track faculty in Forsyth Library (see v. below) will be reviewed for continuation in tenure track in the following sequence:

   i. The first and second years of appointment at the departmental level:

      1. Files for these faculty members are due to the department Chair no later than November 15 of each year.

      2. The steps involved are outlined in Section 2 (A-E), Tenure Pathway below.

   ii. In the third and fourth years at the departmental and college levels:

      1. Files for these faculty members are due to the department Chair no later than August 25 of each year.

      2. The steps involved are outlined in Section 2 (A-I), Tenure Pathway below.

   iii. In the fifth and sixth years at the departmental, college, and university levels.

      1. Files for these faculty members are due to the department Chair no later than August 25 of each year.

      2. The steps involved are outlined in Section 2 (A-O), Tenure Pathway below.

   iv. Some faculty members may be appointed with one or more years' credit for prior experience, so that they proceed at a faster pace through the tenure process.

      1. The number of years credited in this manner shall be agreed upon between the faculty member and the appropriate Chair, with review and approval by the appropriate Dean and the Provost.

2. The agreed upon number of years credited shall be specified in writing as part of the written agreement governing the faculty member's initial appointment.

3. Faculty members whose initial conditions of appointment include a specification of a number of years credited toward tenure shall proceed to the appropriate step in the tenure review process. For example, a faculty member whose initial appointment includes a provision of three years credit toward tenure will have a first review according to the procedure for the fourth-year review.

v. Forsyth Library faculty members in tenure–track positions (must be teaching at least one course) will be reviewed for continuation in tenure track as follows:

1. In the first and second years of appointment at the library level, deadline for file submission is November 15;

2. In the third through sixth years at the library and university levels, and the deadline for file submission is August 25.

vi. It should be noted that leave time other than approved scholarly leave is not counted as time for achieving tenure.

2. Tenure Pathway

* Items A, C, E, G, I, K, M and O are actions initiated by the candidate.

A. Candidate applies to Chair*: Years 1-6

i. The faculty member submits his or her application for tenure in the form of a tenure file to the faculty member's department chair. If the faculty member would like a copy of his or her tenure file, a copy should be made before submitting it to the department chair, as the candidate will not be able to obtain a copy of the file once it has left the department.

ii. The tenure files must be submitted to the Chair no later than deadline given below in the fall semester of any applicable year in which the applicant is considered for tenure.

1. Years One and Two: November 15
2. Years Three, Four, Five and Six: August 25
3. Deadlines for tenure track librarians are given in 1(B)(v) above.

iii. The chair forwards the applicant's file to the departmental tenure committee.

B. Department Tenure Committee review: Years 1-6

C. Rebuttal and/or hearing with Department Tenure Committee (optional)*: Years 1-6

D. Chair review: Years 1-6

E. Rebuttal and/or hearing with Chair (optional)*: Years 1-6

F. College Tenure Committee review: Years 1-6

i. Not applicable to Forsyth Library tenure track faculty

ii. The candidate may not insert additional materials into the file once it leaves the department.

iii. In years 1-2, review with the College Tenure Committee is optional when the last recommendation is that the applicant be removed from the tenure track. The Dean will issue the final recommendation to the Provost. The applicant has the option to use the Provost and President as parties of appeal.

iv. In years 3-6, review with the College Tenure Committee is required.

G. Rebuttal and/or hearing with College Tenure Committee in those circumstances where review occurs in accordance with section F, above. (optional)*: Years 1-6

i. Not applicable to Forsyth Library tenure track faculty

H. Dean's review: Years 1-6

i. In years 1-2, review with the Dean is optional when the last recommendation is that the applicant be removed from the tenure track.

ii. In years 3-6, review with the Dean is required.

I. Rebuttal and / or hearing with Dean in those circumstances where review occurs in accordance with section H, above. (optional)* Years 1-6.

J. University Tenure Committee review: Years 5-6

K. Rebuttal and/or hearing with University Tenure Committee (optional)*: Years 5-6

L. Provost's review: Years 1-6

i. In years 1-4, review with the Provost is optional when the last recommendation is that the applicant be removed from the tenure track.

ii. In years 5-6, review with the Provost is required.

M. Rebuttal and/or hearing with Provost in those circumstances where review occurs in accordance with section L, above. (optional)*: Years 1-6

N. President's review: Years 1-6

i. In years 1-4, review with the President is optional when the last recommendation is that the applicant be removed from the tenure track.

ii. In years 5-6, review with the President is required.

O. Hearing with president in those circumstances where review occurs in accordance with section N, above. (optional)*: Years 1-6

P. The Provost's office will issue a continuing or terminal contract based on the final recommendation and results of appeal, if any.

3. Tenure Procedures

A. The candidate for tenure should read and be familiar with all steps of the tenure procedure with special attention given to Section 4, Tenure File Format, Section 2, Tenure Pathway, and the schedules of this section.

a. All timelines are important, but can be waived by mutual consent or for documented family or medical emergency. Recommendations from reviewers will be hand-delivered to the faculty member and placed in the faculty member's mailbox at the department or college, whichever is appropriate. If the faculty member is not on campus, and a recommendation or notice is due under this process, the faculty member has the responsibility to inform the chair of the department if and how to get the information to the faculty member.

B. The faculty member submits his or her application for tenure in the form of tenure file (see Section 4, Tenure File Format below) to the Department Chair.

i. The timelines for tenure file submission are given in Section 2, Tenure Pathway (above.)

ii. The Chair forwards the candidate's file to the department tenure committee.

C. Tenure candidates should note that at each level of review (see Section 2, Tenure Pathway, above) a pattern is followed as described herein. The pattern is essentially as follows:

i. A review of the candidate's file by the reviewer of committee;

ii. Though initial recommendations are addressed to the next level of review, copies are sent only to candidate and previous reviewers and chairs of previous reviewing committees;

iii. Appeal if desired by tenure candidate;

iv. Rebuttal and/or informal hearing on the candidate's appeal;

v. Recommendation by the reviewer placed into the file;

vi. Response by candidate to the reviewer's recommendation placed in file; and

vii. Forwarding of the file to next level of review.

D. At each level of the tenure pathway (see Section 2, above) the designated reviewer or committee will review the file and formulate initial recommendations regarding the candidate's tenure.

i. If a committee is reviewing the application for tenure, the committee will conduct a vote regarding the candidate's tenure recommendation and the numeric result of that vote (i.e. 8-0) will be reported in all recommendations made by any committee considering a tenure candidacy.

ii. The candidate may request an appeal hearing of the initial recommendation within 2 days of the date of the initial recommendation from the reviewer.

iii. The initial recommendation is addressed to the next level of review, but is distributed only to the candidate and each level of

review or committee that precedes the current review or committee level.

E. Within 3 days of the date candidate's appeal hearing request, the applicant will receive a hearing by the reviewer or committee. If the candidate does not appeal the initial recommendation during this time period, the initial recommendation will be reissued as the reviewer's recommendation on the candidate's application.

F. Following the appeal hearing, the reviewer or committee shall once again consider the file, the information received at the hearing and vote upon the tenure request. The reviewer or committee will formulate and issue the reviewer or committee's recommendation.

G. If the review is by committee and the committee's vote is not unanimous, a dissenting opinion may be written and included as part of the committee's recommendation.

H. The reviewer or committee will place both the initial recommendation and the final recommendation in the candidate's file and forward the file to the next reviewer or committee in the tenure pathway.

I. The candidate shall have three days from the date of the final review to respond to the final recommendation. Response should be sent to the next level of review with copies sent to all prior reviewers and the candidate's response should be included in the candidate's tenure file.

J. If the final recommendation, in the third or higher year of a candidate's tenure track consideration, is negative, the candidate will be removed from the tenure track. The candidate will then be issued a terminal contract for the next academic term. The candidate's employment with the University will end with the conclusion of the terminal contract, unless dismissed for cause before the conclusion of the terminal contract term.

K. Notice: In general, Fort Hays State University follows this notification procedure for tenure. A probationary appointment carries with it an expectation of renewal. Hence, if the appointment is not to be renewed, the faculty member needs to be informed of this in writing on the following timelines:

   i. Not later than March 1 of the first academic year of FHSU service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during the academic year, at least three months in advance of its termination.

ii. Not later than December 15 of the second academic year of FHSU service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during the academic year, at least six months in advance of its termination.

iii. At least twelve months before the expiration of an appointment after two or more years at FHSU.

L. Tenure Committees:

i. Tenure considerations may flow, at different levels of a candidate's review, through three different levels of committees; Departmental, College and University.

ii. All committee members shall be familiar with the guidelines of this policy.

iii. Each committee shall make an independent evaluation of the faculty member's file and shall include in all recommendations to the next level of review the procedures and criteria followed and numerical vote of the committee upon the candidates tenure consideration.

iv. Department Tenure Committee:

1. The Chair in consultation with the faculty and the College Dean shall establish a Department Tenure Committee.

2. The Department Chair shall determine the size of the committee, and it will be composed of some or all of the tenured faculty members of the department, but will not include the Department Chair.

3. In a department with few tenured members, the committee may include tenured faculty of other departments, as determined by the Department Chair.

4. The Department Chair will initially chair the committee to assist in committee organization, however, once organized, the Department Chair will withdraw and the committee shall meet, consider and review as an individual body.

v. College Tenure Committee:

1. A college tenure committee shall be established at the college level by the Dean in consultation with the Department Chairs.

2. The committee shall be composed of tenured faculty members that are not serving on a department or other tenure committee.

3. The Dean shall determine the size and distributional representation of the committee.

4. The Dean will initially chair the committee to assist in committee organization, however, once organized, the Dean will withdraw and the committee shall meet, consider and review as an individual body.

vi. University Tenure Committee:

1. There will be five members on the Committee who will serve two-year terms.

2. Terms will be staggered so that approximately half of the members will change each year.

3. Two members will be chosen from the College of Arts and Sciences and one member from each of the other three colleges. It is preferable to have one member from the College of Arts and Sciences in the humanities area and one member from the science and math area.

4. The Faculty Senate will select the five tenured faculty members that will serve on the University Tenure Committee. These faculty members will normally be selected in the Spring and their service on the committee will be consistent with paragraphs 1-3, above.

5. The Provost will initially convene the committee to assist in committee organization. However, once organized, the Provost will withdraw and the committee shall meet, consider and review as an individual body. The Provost will have no further contact with the committee, unless pursuant to #9, below.

6. Committee members shall select a chair who will prepare the recommendations that will be sent to the Provost.

7. If Committee members feel that a written ballot should be used, the chair will tabulate the results.

8. All committee members shall be familiar with the guidelines of this policy.

9. Upon request by the committee, the Provost, Dean and/or the department Chair will attend a hearing of the University Tenure Committee to answer questions pertaining to the candidate and the tenure file.

M. Rebuttal and/or Hearing Procedures

i. Hearings are designed to provide information, or seek clarification.

ii. Hearings are informal in nature. No motions, appeals or other related items are allowed.

iii. Each reviewer or committee may establish additional rules for hearings as they see fit, although such rules must not conflict with other provisions of the MOA.

iv. The applicant may choose to have an AAUP representative present at the hearing, or the applicant may select any other person to accompany the applicant to the hearing.

v. Any person accompanying the applicant is present to advise, and no statements or questioning by the advisor are allowed, except as follows. FHSU-AAUP may assist the applicant or speak on the applicant's behalf regarding procedural due process if requested to do so by the applicant. However, the applicant may be required to provide information or in other ways explain the "problem." The scope of assistance provided by FHSU-AAUP with regard to procedural due process shall be limited to the definition adopted by the parties and set out in section 6, below. The Provost or other administrative representative may address any misconceptions or sources of confusion regarding procedural due process. If deemed advisable by the committee, FHSU-AAUP may attend the organizing meeting of the committee in order to address procedural due process.

4. Tenure File Format

A. Tenure files will normally consist of a single three ring binder notebook no more than two (2) inches thick. All publications or creative activities of the candidate

need not be submitted as part of the file, but a good representative sample is required. All publications and/or creative activities should be listed in the Vita. In the service category, committee meetings etc. attended could be listed, if the candidate wishes to do so, however, actual meeting announcements should not be included.

B. Exceptions taken to the one notebook limit should be explained in the Department Chair's letter of recommendation.

C. The emphasis should be on quality and not quantity, and although the aesthetic appearance of the tenure file is not paramount, the file represents the candidate and consequently cannot be ignored by those evaluating the candidate's file. This is expected to be a well-organized document that reflects the quality of the candidate's work and reflective of the candidate's contributions.

D. The format indicated below shall be utilized in preparation of the candidate's tenure file. In exceptional cases, the candidate, in consultation with the immediate supervisor, may substitute other documentation related to the specific nature of the faculty member's employment.

i. A tenure statement by the candidate: This letter should clearly state the candidate's qualifications for tenure and focus attention on the unique strengths and credentials of the candidate.

1. The candidate should recognize that members of the various committees might not be entirely familiar with the candidate's field. It is to the advantage of the candidate to explain the significance of his/her contributions or accomplishments. A candidate might, for example, comment on the relative importance of an exhibit in a gallery or on the professional reputation of a journal that features her/his work.

2. The candidate should consider addressing concerns from prior tenure reviews in this statement or add an additional section at the end of the document to address problems and concerns from prior reviews or the current year. A Candidate should show improvement in those areas of expressed concern.

3. A new statement must be prepared each year that the candidate is considered for tenure review. Old tenure statements will be removed from the file.

ii. List of departmental/unit criteria for tenure, including the date faculty approved the departmental/unit criteria.

iii. The initial recommendation and recommendation of each applicable level of review and the candidate's response, if applicable.

1. The Departmental Tenure Committee recommendation;

2. The Department Chair's recommendation;

3. The College Tenure Committee's recommendation;

4. The College Dean's recommendation;

5. The University Tenure Committee's recommendation;

6. The Provost's recommendation;

iv. Statements of responsibilities negotiated between the candidate and the Chair for the years under consideration

v. Vita

1. Personal information

2. Education

3. Areas of expertise within a discipline

4. Courses taught:
   1) At FHSU
   2) Other

5. Date of appointment to the faculty at Fort Hays State University

6. Prior service at other institutions

7. Departmental and institutional service-- (see Part D, viii, below)

8. Scholarly submissions, publications, and papers presented (See Part D, vii, below)

9. Research grants received

10. Honors and distinctions

11. Community service (See Part D, viii, below)

vi. Evidence of Teaching Activities and Excellence

1. Charts summarizing course information for all on-campus courses taught at FHSU, excluding the summer term. The charts should indicate course level, the number of students enrolled and the grades by distribution (A - 12%, B - 27% etc). Syllabi for two courses of the most recent semester should be included. Candidate should keep copies of all syllabi for courses taught and be prepared to make those available to any level of review that should request to see them.

2. Evidence of teaching excellence: Student ratings and peer reviews are two important sources of data regarding the candidate's teaching skills. The data inserted in this section of the file will be accumulated from one cycle to another. Items "a" through "c" listed below should be included in the candidate's tenure file.

   a. Student rating summaries for the last three years should be presented in summary form, e.g., bar graphs. Student rating summaries, as well as comparisons across departmental faculty and courses for the last three years along with an explanation of the comparisons, if appropriate, are to be included in the file. Student's written comments for the last three years, if available, should be typed and included in the file. Any exceptions to this rule must be explained in the Chair's letter of recommendation. The candidate may include a statement, of explanation regarding the student ratings of a particular class or particular student, if so desired.

   b. Statements from the Chair or colleagues who have systematically reviewed the candidate's classroom materials, e.g., course syllabi, assignments, tests etc. This statement may be contained in a letter of recommendation from colleagues, and hence would be located in section 4(D)(ix) of this file; if so, the candidate should include a statement here referring to the letter.

c. Description of steps taken by the candidate in order to improve instructional and evaluation techniques generally, and in the candidate's academic field in particular. Items demonstrating such steps include, but are not limited to; evidence of participation in workshops, seminars, training sessions (local, regional, national, international) pertaining to one's field, to education generally, or to the use of technology in the classroom, etc. If these items are documented elsewhere, the candidates should refer the reviewer to the documentation and briefly explain them in this section.

vii. Examples of scholarly writing/creative activity/research. Only a sampling of scholarly work should be presented; work that exemplifies the candidate at his or her best. The candidate should keep copies of <u>all</u> other such works (listed in the Vita) in one's office, or available on-line, and be prepared to make them available should any level of review ask to see them**.**

viii. Documentation of service. Only service documentation for the last year should be presented. Other documentation should be kept in one's office, or available on-line, and the candidate should be prepared to make them available should any level of review ask to see them.

ix. Colleague letters of evaluation:

1. Local letters must have been written in the current school year for this particular tenure review cycle, but letters from off campus may be used for more than one cycle.

2. It is recommended that there should be a minimum of three letters in this section of the file with a maximum of five letters.

3. The department Chair should explain any exceptions to this requirement in the Chair's letter of recommendation written for the candidate.

4. If the candidate wishes to keep older letters in the file, then the letters should be transferred to section 4(D)(x) of the file (Other materials).

5. There shall be no letters of recommendation in the file that are dated prior to the candidate's employment at FHSU.

x. Other materials deemed appropriate by the candidate.

5. Stopping the Tenure Clock

A. Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years; except when the interest of both parties may best be served by mutual agreement at the time of initial employment, institutions may agree to allow for more than four years of probationary service at the employing institution provided the probationary period at the institution does not exceed seven years. Notices should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period. Under unexpected special and extenuating circumstances, prior to the sixth year of service, and at the request of the faculty member and the appropriate dean, the Chief Academic Officer of the university may grant an extension of the tenure clock for a maximum of one year.

B. If an untenured faculty member becomes a parent through birth, adoptive placement, or adoption of a child under the age of 5 prior to May 1st of the fifth year of the probationary period, that faculty member, upon notification to the institution's chief academic officer, shall be granted a one-year delay of the tenure review. Notification must occur within 90 days of the birth, adoptive placement, or adoption. Faculty members retain the right to opt out of this suspension procedure.

6. Procedural Due Process

A. All faculty members have a right to due-process regarding terms and conditions of employment, especially in those situations that could lead to the termination of employment. Below is a general description of what is meant by "procedural due-process" in promotion, tenure and merit procedures.

B. In the tenure, promotion and merit procedures, the starting point for a faculty member is the criteria established at the department level and approved by the Dean. The expectations and the criteria are not likely to be the same for all departments. However, the criteria of all departments will reflect the general expectations of the university as well as the specifics of the department and

college. The candidate is expected to work toward meeting or surpassing such criteria in preparation for tenure and/or promotion (and for merit raises) and the evidence for such must be placed in the candidate's tenure/promotion file.

C. Procedural due-process also requires strict adherence to the procedures specified in the MOA regarding tenure and promotion (and merit, although the procedure is quite different). The timelines and sequence of events, including the notification schedule, must be followed. The candidate should be able to add items to his or her file at the department level, and nothing should be altered or removed from a candidate's file without the candidate's knowledge and consent, unless such action is authorized by the MOA. No individual reviewing the candidate's file should alter the file in any way, including pencil marks, circling words, highlighting sentences etc.

D. Due-process also includes the following general expectations and considerations, but should any of these items conflict with other specific provisions of the MOA, the more specific provisions would prevail: 1) The various levels of review must use the approved criteria to decide if the candidate has met the standards for tenure, promotion or merit raise; 2) No faculty member or administrator should act as a reviewer at more than one level of review; 3) There should be no hidden or secret criteria used to evaluate the candidate; 4) Normally, no factors beyond the candidate's control should be utilized during the review process; 5) The decision of the reviewer or committee must be communicated to the candidate in writing, making it clear how the candidate fared regarding the tenure/promotion/merit criteria; 6) The candidate must be allowed to respond, in writing (and in person, if so requested by the candidate) to the evaluation, and the written response by the candidate must be placed in his/her promotion/tenure file in a timely manner; 7) FHSU-AAUP may assist the applicant, by request, regarding procedural due-process, to the extent allowed by the MOA, including provisions contained below.

E. When an FHSU-AAUP representative assists a faculty member in an appeal by speaking regarding procedural due process, such representative is limited to the matters contained in this section. It is inappropriate for FHSU-AAUP to speak on the faculty member's behalf regarding the fitness of the candidate for tenure or promotion or to otherwise speak on matters outside of procedural due process as defined in this section.

F. Whenever the term "criteria" is used herein, such term refers to the criteria for faculty evaluation either for promotion, tenure, merit, or other purposes. Any such criteria will normally provide standards for evaluation of the faculty member's performance of the various obligations assigned to that faculty member, which in the normal case, will be 60% teaching, 20% service and 20% research and scholarly activity.

ARTICLE X: PROMOTION

NOTE: Promotion decisions are not subject to the grievance procedure, contained in Article XXI of this Memorandum of Agreement. See Article IX: Tenure, Section 6, Procedural Due Process.

1. General Promotion Considerations

Promotion is not an entitlement awarded to a faculty member for longevity. The applicant must earn the promotion by fulfilling the requirements and demonstrating in the promotion file that they have been fulfilled. New faculty members should become familiar with the qualifications, the procedures, the schedule for application, and the structure of the promotion file that each applicant must prepare. Department Chairs should do what is reasonable to assure that new faculty are familiar with the guidelines of this policy and assist their faculty in the preparation of the promotion files well in advance of the deadline for submission. Faculty should be aware that FHSU-AAUP is available to help them if they encounter difficulties in the promotion process. Faculty should understand that it is better to contact the FHSU-AAUP sooner rather than later if you encounter a problem.

2. Professional Rank

The following descriptions of professional rank specify the minimum level of achievement and performance necessary for promotion in rank.

A. Instructor: An instructor is an individual who ordinarily does not possess a terminal degree or the equivalent in the field.

B. Assistant Professor: An assistant professor is an individual who normally possesses a terminal degree or the equivalent in the field (e.g., M.F.A.). The rank of assistant professor can be a beginning-level appointment for one who holds the terminal degree or its equivalent in the field, or it can be a rank achieved after service in the rank of instructor.

i. Assistant Professor Qualifications:

1. Education and experience: Promotion from instructor to assistant professor should normally follow achievement of the terminal degree or its equivalent in the field.

2. Additional college and department qualifications may be required.

C. Associate Professor: An associate professor is an individual who in all but exceptional circumstances possesses a terminal degree or its equivalent in the field and appropriate professional experience.

i. Associate Professor Qualifications:

1. Education and experience: Promotion from the rank of assistant professor to associate professor requires demonstrated noteworthy contribution and definite potential for further major contribution to the field and the university.

2. Normally, individuals promoted to associate professor would be in prior rank for a minimum of four years.

3. Normally, promotion from assistant professor to associate professor is not granted prior to the granting of tenure. Promotion does not guarantee that tenure will be granted.

4. Additional college and department qualifications may be required.

D. Professor: A professor is an individual who in all but very exceptional circumstances possesses a terminal degree or the equivalent in the field and who has demonstrated meritorious teaching, scholarship, and service in the field as defined by the individual's department and college. The rank of professor shall be awarded only to those who are proven masters of their field, are outstanding in that field, and whose general attributes of culture are recognized by their fellows with such determination to be made by administrations and faculties in traditional manner.

i. Qualifications:

1. Education and experience: Promotion from the rank of associate professor to professor requires demonstrated major contributions to the field and to the university.

2. Normally, individuals promoted to professor would be in prior rank for a minimum of five years.

3. Additional college and department qualifications may be required.

3. Promotion Pathway

* Items are actions initiated by the candidate.

A. Applicant applies to Chair*

i. The faculty member submits his or her application for promotion in the form of a promotion file to the faculty member's department Chair.

ii. The Chair forwards the applicant's file to the departmental promotion committee as described in step two below and according to the promotion pathway contained in this article.

iii. The promotion files must be submitted to the Chair no later than September 10 of the fall semester of any year in which the applicant wishes to be considered for promotion.

B. Department Promotion Committee considers application.

C. Rebuttal and/or hearing with Department Promotion Committee (if requested).*

D. Additional application or file material may be inserted in the file by the application following receipt of the Department Promotion Committee's initial recommendation. *

E. Chair considers application.

F. Additional application or file material may be inserted in the file by the application following receipt of the Chair's initial recommendation. *

G. Rebuttal and/or hearing with Chair (if requested).*

H. College Promotion Committee considers application.

I. Rebuttal and/or hearing with College Promotion Committee (if requested).*

J. Dean considers application.

K. Rebuttal and/or hearing with Dean (if requested).*

L. University Promotion Committee considers application.

M. Rebuttal and/or hearing with University Promotion Committee (if requested).*

N. Provost considers application.

O. Rebuttal and/or hearing with provost (if requested). *

P. President considers application.

Q. Rebuttal and/or hearing with president (optional).*

4. Promotion Procedures

A. The applicant for promotion should read and be familiar with all the steps of the promotion procedure and the promotion pathway. Special note should be made of the steps outlined in this article.

B. All timelines are important, but can be waived by mutual consent or for documented family or medical emergency. Recommendations from reviewers will be hand-delivered to the faculty member and placed in the faculty member's mailbox at the department or college, whichever is appropriate. If the faculty member is not on campus, and a recommendation or notice is due under this process, the faculty member has the responsibility to inform the chair of the department if and how to get the information to the faculty member

C. Promotion applicants should note that at each level of review, as described in the promotion pathway (number "3" above,) a pattern is followed as described herein. The pattern is essentially:

i. A review of the applicant's file by the reviewer or committee;

ii. Though initial recommendations are addressed to the next level of review, copies are sent only to applicant and previous reviewers and chairs of previous reviewing committees;

iii. Appeal if desired by applicant;

iv. Rebuttal and/or informal hearing on the applicant's

appeal;

v. Final recommendation placed into the file;

vi. Response by applicant to final recommendation placed in file; and

vii. Forwarding of the file to next level of review.

D. At each level of the promotion pathway (number “3” above,) the designated reviewer or committee will review the file and formulate initial recommendations regarding the promotion of the applicant.

i. If a committee is reviewing the application for promotion, the committee will conduct a vote regarding the applicant’s promotion recommendation and the numeric result of that vote (i.e. 8-0) will be reported in all recommendations made by any committee considering a promotion application.

ii. The applicant may request an appeal hearing of the reviewer’s initial recommendation within 2 days of the date of the initial recommendation.

E. Within 3 days of the date of the applicant’s appeal hearing request, the applicant will receive a hearing by the reviewer or committee.

F. Following the hearing, the committee shall once again consider the file, the information received at the hearing and vote upon the promotion requested.

G. Within 2 days following the date on which the hearing before the reviewer or committee is held, the reviewer or committee will formulate and issue a final recommendation. If the committee’s vote is not unanimous, a dissenting opinion may be written and included as part of the committee’s final recommendation.

H. The reviewer or committee will place the initial and final recommendations in the file and forward the file to the next reviewer or committee in the promotion pathway.

I. Though addressed to the next level of review, the reviewer or committee will send copies of the final recommendation to the applicant, and all

reviewers and committee chairs preceding this reviewer or committee in the promotion pathway.

J. The applicant shall have 3 days after date of the final recommendation to respond in writing to any unresolved differences regarding the evaluation.

i. The applicant's response must be sent to the next level of review or committee.

ii. The applicant's response will become a part of the promotion file.

iii. The response will be filed immediately behind the final recommendation of the reviewer or committee to which the response is written.

iv. Review of the file by the next level in the promotion pathway may proceed prior to inclusion of the applicant response in the file.

K. Promotion Committees

i. When a promotion committee is required, the committee it will be established at the department level by the Chair and the college level by the Dean, in consultation with the college's department Chairs. The University Promotion Committee is selected by the Faculty Senate.

ii. Departmental committees:

1. A promotion committee shall be established at the department level by the Chair, in consultation with the department's faculty and the college Dean.

2. The Chair shall determine the size of the committee, and it will be composed of tenured faculty members of the department.

3. In a department with few tenured members, the committee may include tenured faculty of other departments, but shall not include the Chair.

4. The committee members should not serve on other committees that would review the applicant's file at another level of review in the promotion pathway.

5. The Department Chair will initially chair the committee to assist in committee organization; however, once it is organized, the Department Chair will withdraw and the committee shall meet, consider and review as an individual body.

iii. A promotion committee shall be established at the college level by the Dean in consultation with the department chairs within that college.

1. The college level promotion committee shall be composed of tenured faculty members that are not serving on departmental promotion committees.

2. The Dean shall determine the size and distributional representation of the committee.

3. The Dean will initially chair the committee to assist in committee organization; however, once it is organized, the Dean will withdraw and the committee shall meet, consider and review as an individual body.

iv. University promotion committee:

1. There will be five members on the Committee who will serve two-year terms.

2. Terms will be staggered so that approximately half of the members will change each year.

3. Two members will be chosen from the College of Arts and Sciences and one member from each of the other three colleges. It is preferable to have one member from the College of Arts and Sciences in the humanities area and one member from the science and math area.

4. The Faculty Senate will select the five tenured faculty members that will serve on the University Promotion Committee. These faculty members will normally be selected in the Spring and their service on the committee will be consistent with paragraphs 1-3, above.

5. The Provost will initially convene the committee to assist in committee organization, however, once organized, the Provost will withdraw and the committee shall meet, consider and review as an individual body.

6. Committee members shall select a chair who will prepare the recommendations that will be sent to the Provost.

7. If Committee members feel that a written ballot should be used, the Chair will tabulate the results.

8. Upon request by the committee, the Provost, Dean and/or the department Chair will attend a hearing of the University Promotion Committee to answer questions pertaining to the candidate and the promotion file.

v. All committee members shall be familiar with the guidelines of this policy.

vi. A committee should strive for unanimity in its vote, but a simple majority vote is all that is needed. If the committee's vote is not unanimous, a dissenting opinion may be written.

L. Rebuttal and/or Hearing Procedures

i. Hearings are designed to provide information, or seek clarification.

ii. Hearings are informal in nature. No motions, appeals or other related items are allowed.

iii. Each reviewer or committee may establish additional rules for hearings as they see fit.

iv. The applicant may choose to have an AAUP representative present at the hearing, or the applicant may select any other person to accompany the applicant to the hearing.

v. Any person accompanying the applicant is present to advise, and no statements or questioning by the advisor are allowed, except as follows. FHSU-AAUP may assist the applicant or speak on the applicant's behalf regarding procedural due process if requested to do so by the applicant. However, the applicant may be

required to provide information or in other ways explain the "problem." The scope of assistance provided by FHSU-AAUP with regard to procedural due process shall be limited to the definition adopted by the parties in Section 6 of the Tenure Article. The Provost or other administrative representative may address any misconceptions or sources of confusion regarding procedural due process. If deemed advisable by the committee, FHSU-AAUP may be invited to attend the organizing meeting of the committee in order to address procedural due process.

5. Promotion File Format

A. Promotion files will consist of a single three ring binder notebook no more than 2 inches thick.

B. All publications of the applicant need not be submitted as a part of the file, but a representative sample is required. For the service category, meetings attended shall be listed, but actual meeting announcements shall not be included.

C. Exceptions to the one notebook limit should be explained in the department Chair's letter of recommendation.

D. The promotion file emphasis should be on quality and not quantity.

E. Although the aesthetic appearance of the promotion file is not paramount, the file represents the applicant and consequently aesthetic cannot be ignored by those evaluating the applicant's file.

F. The format indicated below shall be utilized in preparation of the applicant's promotion file. (In exceptional cases, the candidate, in consultation with the immediate supervisor, may substitute other documentation related to the specific nature of one's employment.)

i. A statement by the applicant: This would normally be the last item the applicant prepares before submitting the promotion file to the department Chair.

This statement should clearly state the applicant's qualifications for the promotion and focus attention on the unique strengths and credentials of the applicant.

In addition, the statement should stress the activities and accomplishments of the applicant since the last promotion.

The applicant should recognize that members of the various committees might not be entirely familiar with the applicant's particular academic field or emphasis. It is to the advantage of the applicant to explain the significance of his/her contributions or accomplishments to his or her selected field of emphasis. An applicant might, for example, comment on the relative importance of an exhibit in a gallery or on the professional reputation of a journal that features the applicant's work.

A new statement must be prepared each year that the applicant is considered for promotion.

ii. List of departmental/unit criteria for promotion.

iii. The following recommendations; depending on the stage of review.

1. The departmental promotion committee's recommendation.

2. The department Chair's recommendation.

3. The college promotion committee's recommendation.

4. Dean's recommendation.

5. The university promotion committee's recommendation

6. The Provost's recommendation.

7. Statements of responsibilities negotiated between the applicant and the Chair for the years under consideration.

iv. Vita

1. Personal information

2. Education

3. Areas of expertise within a discipline

4. Courses taught since last promotion

5. Other

6. Date of appointment to the faculty at Fort Hays State University and date of last promotion

7. Prior service at other institution

8. Departmental and institutional service:
   1) Since last promotion;
   2) Other [See Part 5(F) (vii)]

9. Scholarly submissions, publications, and presentations:
   1) Since last promotion;
   2) Other [See Part 5(F) (vi)]

10. Summary of research grants received since last promotion

11. Honors and distinctions:
   1) Since last promotion;
   2) Other

12. Community service:
   1) Since last promotion;
   2) Other [See Part 5 (F) (vii)]

v. Evidence of teaching activities and excellence.

1. A chart summarizing course information for all of the applicant's classes since the last promotion or at least the last three years. The chart should indicate course level, the number of students enrolled and grade distribution (A - 12%, B - 27% etc.). Syllabi for at least two courses of the most recent semester should be included. The applicant should keep copies of <u>all</u> syllabi in one's office, or available on-line, and be prepared to make them available should any level of review ask to see them.

2. Student ratings are only one source of data regarding the applicant's teaching skills. It is the responsibility of the applicant to include other sources of validation as deemed appropriate by the applicant and the department Chair. Items "a." through "c." listed below must be included in the applicant's promotion file; item "d." is an item for the applicant to consider. The Chair and faculty member will determine

what weight will be given to each of the items. Departmental policy shall establish weighting of each of these items.

a. Student rating summaries for the last three years should be presented in summary form, e.g., bar graphs. Student rating summaries, as well as comparisons across departmental faculty and courses for the last three years along with an explanation of the comparisons, if appropriate, are to be included in the file. Student's written comments for the last three years, if available, should be typed and included in the file. Any exceptions to this rule must be explained in the Chair's letter of recommendation. The applicant may include a statement of explanation regarding the student ratings of a particular class or particular student, if so desired.

b. Statements from the Chair or colleagues who have systematically observed classroom teaching or reviewed the applicant's classroom materials, e.g., course syllabi, assignments, tests, etc. This statement may be contained in a letter of recommendation from colleagues, and hence would be located in that section of this file; if so, the applicant should include a statement here referring to the letter.

c. Description of steps taken by the applicant in order to improve instructional and evaluation techniques generally, and in one's field in particular. Items that could be included are such things as participation in workshops, seminars, training sessions (local, regional, national, international) pertaining to one's field, to education generally, or to the use of technology in the classroom, etc. If these items are documented elsewhere, then merely refer to them and briefly explain them in this section.

d. Statements by alumni on the quality of the instruction in the applicant's classes.

vi. Examples of scholarly writing/creative activity/research. Only a sampling of scholarly work should be presented; work that exemplifies the applicant at his or her best. The applicant should keep copies of <u>all</u> other such works (listed in the Vita) in

one's office, or available on-line, and be prepared to make them available should any level of review ask to see them.

vii. Documentation of service. Only service documentation for the last year should be presented. Other documentation should be kept in one's office, or available on-line, and the applicant should be prepared to make them available should any level of review ask to see them.

viii. Colleague letters of evaluation: Local letters must have been written in the current school year for this particular promotion, but letters from off campus may be used for two years. It is recommended that there should be a minimum of three letters in this section of the file with a maximum of five letters. The department Chair should explain any exceptions to this requirement in the Chair's letter of recommendation written for the applicant. If the applicant wishes to keep older letters in the file, then the letters should be transferred to section ix of the file (Other materials), but only letters of recommendation written since the last promotion are permitted anywhere in the file.

ix. Other material deemed appropriate by the applicant.

ARTICLE XI: REAPPOINTMENT, MERIT AND PROMOTION FOR NON-TENURE TRACK (NTT) FACULTY

1. Introduction: Concept and Scope

A. Most faculty appointments at Fort Hays State University (FHSU) are tenure-track, non-tenure track (NTT) or part-time adjuncts. This policy applies to faculty with full-time teaching positions that do not lead to tenure, otherwise referred to herein as NTT faculty.

B. NTT faculty can carry similar responsibilities as other faculty based on teaching and service but, generally are not required to engage in the scholarship of discovery, integration or application. NTT faculty are, however, generally expected to participate in the scholarship of teaching, learning and engagement. The University has a clear responsibility to provide appropriate support and opportunities for NTT faculty.

C. NTT faculty are employed for one academic year only, with the possibility of successive one-year appointments, subject to and unique terms relating to Lecturers and Senior Lecturers.

D. This Article also sets forth terms and conditions of employment relating to Lecturers and Senior Lecturers, positions which are included within the NTT category. Unless indicated otherwise, provisions relating to NTT apply equally to Lecturers and Senior Lecturers.

2. Ranks and Terms of Appointment

A. Ranks. This policy applies to full-time appointments of NTT faculty as instructors, lecturers and senior Lecturers. NTT faculty that have other ranks, such as assistant professor, may choose to keep that rank and are not required to apply for promotion

B. Terms of Appointment.

i. All NTT faculty will be reviewed annually for reappointment.

ii. All NTT faculty contracts are subject to review for possible non-renewal at the conclusion of the academic year for which the contract is effective, although unique terms of reappointment and non-reappointment apply to Lecturers and Senior Lecturers.

iii. At the time this policy is approved, NTT faculty with five, or more, years of teaching service at FHSU will be immediately eligible to apply for promotion to the rank of lecturer. NTT faculty with ten or more years of service will be immediately eligible to apply for promotion to the rank of senior lecturer.

3. Qualifications

A. NTT faculty will have completed an appropriate terminal degree, advanced degree or have the appropriate credentials as determined by the department or program in the assigned college.

B. The most important criteria for NTT faculty pertains to instructional effectiveness, including classroom presence, knowledge of the subject and familiarity with current teaching methodologies of that particular field.

4. Review, Reappointment and Appeal for NTT Faculty Excluding Lecturers and Senior Lecturers

A. Reappointment. Renewal of NTT appointments depends primarily on meritorious teaching – but also depends on continued need for the faculty member's services, e.g., if a program in which a NTT faculty participates is discontinued then the position may be lost and the contract not renewed. Timely notice of non-reappointment must be given.

The general criteria for renewal of NTT faculty are shown below, but the specific criteria will be developed by department faculty and may vary depending on department and college needs.

Teaching and teaching-related activities and professional development	70%
Service to the faculty member's profession, FHSU and the community and Scholarship, apportioned by agreement between the faculty member and department chair	20%
Scholarship	10%

i. For the first five one-year contracts of an NTT appointment the chair will send the recommendation of whether to renew or non-renew to the dean of the appropriate college and the provost, and provide a copy of the evaluation to the faculty member under review. The faculty member will be given the opportunity to appeal in person and in writing, with the written portion of their appeal becoming a part of the evaluation packet. The Provost will normally make the final decision whether to reappoint; however, an NTT can appeal such decisions to the president of FHSU. The Provost will establish timelines regarding the above process.

B. Annual Merit Review. In addition to review for renewal, NTT faculty, like all instructional staff including tenure-track faculty, must be evaluated annually according to Article VIII: Merit Evaluation. These evaluations of performance will take the form of standard faculty review procedures. The chair of the department is responsible for annual evaluation of the teaching, service and scholarship according to department criteria. Departmental/unit criteria for merit must be developed by departmental/unit faculty and be approved by them, and the departmental/unit chair, respective dean, and provost. The official department criteria must include the date of faculty approval. Since NTT faculty have

responsibility primarily for teaching, peer review by senior faculty should be utilized by the department chair. Evaluations will be kept on file as one basis for decisions regarding reappointment.

The general criteria for annual review for merit (salary) raises of NTT faculty are shown below, but the specific criteria will be developed by department faculty and may vary depending on department and college needs.

Teaching and teaching-related activities and professional development	70%
Service to the faculty member's profession, FHSU and the community	20%
Scholarship	10%

C. Appeal. Any NTT who is not satisfied with his or her annual merit review, or who has not been reappointed and believes the decision did not follow the procedures required by this policy may file an appeal using the grievance procedure (Article XXI) of the MOA. The grievance procedure may not be used to simply challenge the decision to not reappoint NTT faculty.

5. Promotion, Review, Reappointment, Non Reappointment and Appeal for Lecturers and Senior Lecturers

A. Promotion and Review

i. Promotion to Lecturer will be based on consistent demonstration of excellence in teaching with satisfactory performance in service and scholarship. Departments/programs will establish expectations in the areas of scholarship of teaching, learning and engagement for promotion, e.g. participation in curriculum development or pedagogical research. The promotion of NTTs will parallel that of tenure track faculty as shown in Article X: Promotion. However, the only faculty committee involved in the promotion to Lecturer or Senior Lecturer will be the department promotion committee. Also, the expectations for teaching, service and scholarship is that as specified herein and is not the same for tenured or tenure track faculty members. The Promotion file of the faculty member will be structured similarly to that specified in Article X but only including the portions that are relevant - - including

such items as specified below. It is the faculty member's responsibility to demonstrate that he/she has met or exceeded the department criteria for promotion. NTT and Lecturer positions do not have the same expectations of scholarship as tenure track faculty and are expected to perform service and pursue the scholarship of teaching, learning and engagement satisfactorily as defined by department standards and criteria.

The general criteria for promotion to Lecturer are shown below, but the specific criteria will be developed by department faculty and may vary depending on department and college needs.

Teaching and teaching-related activities and professional development	70%
Service to the faculty member's profession, FHSU and the community	20%
Scholarship	10%

1. Initial appointments as Lecturer will normally be for a period of six years, subject to the non-reappointment provisions contained herein. In addition to annual merit review, a review of the original Lecturer appointment will be conducted by the department Chair, college Dean and Provost at the end of the initial six year period as specified in 2, below.

2. When a Lecturer is being considered for reappointment or promotion after a six-year term as Lecturer, the Chair of the department and the Dean of the college will first consider whether both programmatic need and available resources support renewal or promotion. If so, the tenured faculty and any Senior Lecturers in the department will conduct a thorough evaluation of the faculty member's teaching, including course and curricular development, and professional service.

   The faculty member will provide current *curriculum vitae*, student evaluations and at least three letters of evaluation selected from a list of faculty members approved by the Chair, including at least one

proposed by the Lecturer. Evaluators may be members of the department, or if appropriate, other relevant units at FHSU. A list of possible criteria is included herein below.

The Chair will summarize the department's review and state the department's recommendation for reappointment or non-reappointment. The Chair will send that recommendation to the Dean and the Provost, and provide a copy of the evaluation to the faculty member under review. The Provost will make the final decision whether to reappoint or promote. However, such decision can be appealed to the President of FHSU. The Provost will establish timelines for this process.

3. An appointment in the Lecturer pathway does not establish an expectation of consideration for reappointment or automatic promotion, nor does it lead to tenure. A Lecturer position is subject to nonrenewal pursuant to the terms of this Article, and Lecturer faculty may be dismissed with cause for dismissal, in accordance with University and Regents policies. A Lecturer may be initially appointed or reappointed for a period of less than six years when the department and college have determined that the need for their services will end within less than the six year term. Appointment to a Lecturer and Senior Lecturer position is a privilege not a right, and the failure of the University to appoint a faculty member to such a position shall not give rise to a grievance under the MOA.

ii. Promotion to Senior Lecturer. If performance and other circumstances warrant, Lecturers with six years of service may be promoted to the rank of Senor Lecturer. Promotion to Senior Lecturer will be based on consistent demonstration of excellence in teaching with satisfactory performance in service and scholarship similar to that stated above for promotion to Lecturer, except that growth and improvement, since the last promotion, must be demonstrated. It is the responsibility of the faculty member to demonstrate that he/she has met or exceeded the department criteria for promotion.

The general criteria for promotion to Senior Lecturer are shown below, but the specific criteria will be developed by department faculty and may vary depending on department and college needs.

Teaching and teaching-related activities and professional development	70%
Service to the faculty member's profession, FHSU and the community	20%
Scholarship	10%

1. Initial appointments at the rank of Senior Lecturer will be for a continuing term of up to five years with appropriate annual reviews for merit and continuing appointment, subject to University and Regents policies regarding nonrenewal and dismissal. A Senior Lecturer may be appointed or reappointed for a period of less than five years when the department and college have determined that the need for their services will end within less than the five- year term.

2. When a Senior Lecturer is being considered for reappointment or promotion after a five-year term as Senior Lecturer, the same review process identified in 5 A. i 2 above is followed

B. Reappointment. Renewal of Lecturer and Senior Lecturer appointments depends not only on meritorious teaching and service, but also on continued need for the faculty member's services.

Lecturers and Senior Lecturers must be evaluated annually in accordance with standard annual evaluation practices.

C. Non-Reappointment

i. Non-renewal during initial appointments. During the first three years of any initial appointment (i.e. the first six years of a Lecturer position and the first five years of a Senior Lecturer position) the University must give notice of non-reappointment by October 31.

If a Lecturer or Senior Lecturer is renewed in accordance with D. i. above at the end of the third year of the initial term of appointment, he or she is subject to nonrenewal or termination in accordance with policies of the Kansas Board of Regents and FHSU.

D. Appeal. Any Lecturer or Senior Lecturer who has not been promoted reappointed, and believes the decision did not follow the procedures required by this policy, may file an appeal which will be reviewed by a panel consisting of three faculty representatives—one appointed by AAUP, one appointed by the Faculty Senate, and one appointed by the Dean of the applicable college. The panel will advise the Dean, who will make a decision in the matter. The Dean's decision may be appealed to the Provost and President.

6. Searches.

Procedures for searches for NTT appointments will normally be national in scope.

7. Responsibilities

A. Teaching. Normally, NTTs will teach 24 credit hours per year. Such positions do not have expectations for original scholarship, so they will not be eligible for sabbatical leave. However, there will be curriculum and course development expectations and assignment of academic advising as determined by the department chair upon consultation with the faculty member.

B. Service. NTTs will be expected to contribute service to the faculty members' profession, to FHSU including shared governance activities, and to the community. However, the service expectation of NTT faculty will normally be less than that of a tenured or tenure track faculty member.

C. Scholarship. NTT's will be expected to engage in scholarly activities consistent with department criteria and negotiated workload. Original research focused on the scholarship of discovery, application, or integration will be encouraged; however the scholarship of pedagogy and engagement will be generally more suitable for NTT faculty. Lecturers and Senior Lecturers will be expected to contribute to the understanding and practice of teaching undergraduates and, in some cases, to disseminate their contributions by conference presentations, etc. However, the

standards and criteria will be less in scope than required of tenured or tenure-track faculty.

8. Evidence to Demonstrate Teaching, Service and Scholarly Achievements for Review, Reappointment and Promotion may include:

A. Student and peer evaluations of teaching
B. Review of teaching materials and applications of technology
C. Teaching or advising awards
D. Instructional/curricular innovations
E. Presentations and/or participation at conferences and workshops
F. Scholarship of various kinds
G. Service contributions
H. Mentoring of students
I. Participation in grants and collaborative initiatives

9. Position Control

The position control policy of the University applies to all NTT appointments. Departments and Colleges have the ability to recommend appointments as Lecturers and Senior Lecturers in accordance with the provisions herein relating to Review and Promotion. However, such positions follow the individual faculty member holding the positions only, and if that faculty member leaves the University, the position does not automatically remain a Lecturer or Senior Lecturer position. Likewise, the number of NTT positions in each department is within the discretion of the University.

ARTICLE XII: Summer Session and Virtual College

I. Summer Session

It is the mission of Fort Hays State University summer session to provide instruction through courses, workshops, and other experiences which meet student needs and contribute to the accomplishment of five primary instructional objectives:

1. Satisfies general education requirements
2. Satisfies major undergraduate/graduate program and cognate requirements
3. Satisfies certification or recertification requirements
4. Provides accessible, convenient coursework through the Virtual College
5. Addresses emerging special needs

Definitions

Teaching, research/scholarly activity, and service include activities as defined in Article VII: Workload.

Expectations

1. The responsibility of faculty employed during the summer by the university is to carry out the duties as assigned by the department chair and the dean as specified in the summer session appointment. Most contractual relations will involve teaching. A faculty member who is willing, may be appointed service activities as required by a department, college, or the university.

2. Department chairs will evaluate the faculty members' performance of summer session teaching and service activities. The results of the evaluations will be utilized by department chairs and deans in awarding future summer appointments, but will not be used in annual merit review, promotion, or tenure decisions. The rationale for this guideline is to maintain a level playing field in that not all faculty will or can be offered summer employment opportunities. However, research activities are submitted on an annual basis without regard to the timeframe in which they are performed. In special circumstances, faculty may be assigned other programmatic responsibilities by the chair or dean.

Policies and Procedures

The following procedures shall be employed in determining which faculty members teach summer session on-campus and virtual college courses.

1. 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 and be consistent with the five primary objectives stated above. In preparing the staffing plan, the Chairperson shall propose the utilization of the expertise available among qualified full-time regular departmental faculty and qualified part-time instructors. Ordinarily, the Chairperson shall make his/her decision based upon the order listed above, and if several individuals are interested and equally qualified to teach the course then academic rank and time at FHSU may be considered. The Chairperson will always select summer instructors based upon the best interests of the department and student needs.

2. After receiving all of the proposed staffing plans, and in consultation with the Department Chairperson, the Deans shall prepare a proposed summer program for the College and submit it to the Provost. The Provost will then prepare the program for the University's summer session.

3. Every effort shall be made to complete this process by March 1 for the following summer course offerings.

Remuneration and Limitations

1. For all nine-month faculty the rate of remuneration per credit hour for type “0” courses will be 20 percent of 1/9 of the academic year base per credit hour.

2. If the faculty member also provides service activities requested and approved by the department chair, then a rate of remuneration equal to 20 percent of 1/9 of the academic year base will be added to the first course taught each month or to the first two courses taught during an eight-week session for provision of service activities. The assumption upon which this formula is based is that an instructor will receive 20 percent of 1/9 only once per month for provision of services. Service remuneration as described above applies to faculty teaching either on-campus or Virtual College courses, if the service activity is negotiated between the instructor and the Chairperson.

3. Normally, a faculty member’s summer session employment appointments cannot exceed nine (9) hours of combined on- and off-campus instruction. Exceptions to this principle can be made in consultation with the faculty member, chair, and dean.

4. The summer salary policy shall not apply to summer instructional and/or research positions where external funding sources (e.g., grants, appointments) can support the full salary of a faculty member, either totally or by supplementing internally allocated summer salary dollars.

5. Faculty holding 12-month appointments are expected to contribute to the summer session program. This generally means teaching a minimum of two courses during the summer session. Exceptions to this expectation can be made by the appropriate chair and dean in consultation with the faculty member.

6. Also, see Article XIII: Prorating of Supplemental Contracts.

II. Virtual College

Purpose / Mission

1. Off-campus students are a diverse population with differences in educational requirements, motivation, constraints, goals, and opportunities. FHSU's Virtual College accommodates these differences by assisting its students to overcome or minimize barriers such as location, finance, and time by means of available learning resources through mediated delivery of instruction.

2. The Virtual College coordinates all off-campus, face-to-face, and mediated academic extension programs of FHSU and provides educational, staff development, and training programs through off-campus, face-to-face, and mediated instruction. The Virtual College offers both degree and non-degree programs for students and uses technology to provide programs to place-bound students.

3. The Virtual College provides college-level courses using mediated technology and practical, customized course work to prepare students for in-demand professional fields in their regions. FHSU's programs offer accessibility to distance conferences and fiber optic connections throughout the Midwest and work in partnership with communities and professional fields to provide high-quality credit offerings.

Policies and Procedures

1. The standard rate of remuneration per credit hour for all nine-month faculty teaching in overload status for the Virtual college during any semester or the summer session will be 20 percent of 1/9 of the instructor's regular academic year base salary. Virtual College courses may be taught in-load.

2. Virtual College courses are compensated based on a minimum of 10 undergraduate/graduate students in all 100-699 level courses (stand alone courses) and a minimum of 5 graduate students in all courses numbered 800 level and above. New or experimental courses may be an exception to this general rule as determined by the appropriate dean with the approval of the provost. Student enrollment will be calculated at the end of the fourth day of classes for a four-week course and at the end of the eighth day of classes for an eight-week course. The faculty member’s signature on the Virtual College appointment form implies consent with the prorating of salary as necessary, subject to the provisions of Article XIII: Prorating of Supplemental Contracts.

3. The appropriate faculty member and department chair, in consultation with the director of the Virtual College, will establish the maximum number of students to be enrolled in the courses and the chair will inform the Virtual College accordingly. The key criteria in determining the appropriate maximum will be "quality of education" and other pedagogical considerations. Permission to exceed a course maximum must be approved by the appropriate faculty member and department chair.

4. The Virtual College may provide additional assistance to faculty e.g., graders, proctors for tests, etc.

5. The Virtual College will usually provide development monies for existing courses redesigned for off-campus use or for new courses.

6. Assignment of faculty to Virtual College courses and development of such courses is voluntary and not mandatory.

ARTICLE XIII: PRORATING OF SUPPLEMENTAL CONTRACTS

Supplemental Contracts include those for teaching overloads during the regular semesters, summer school classes, and Virtual College classes.

A faculty member may rescind a supplemental contract if the faculty member believes the class size will not be adequate for full payment by notifying the Provost no later than 18 calendar days before the first day of classes for that course.

ARTICLE XIV: SABBATICAL LEAVE

1. Sabbatical leaves are made available to Faculty members for research, scholarship, creative activity, or other experiences of professional value. The objective of the sabbatical is to increase the Faculty member's value to FHSU and thereby improve and enrich its programs. Sabbaticals are granted at the discretion of the University Administration. However, the University Administration will make a good faith effort to fund all applications that are approved.

2. Sabbaticals shall not be granted for a period of less than one semester nor for a period of more than two semesters per year, with the sabbatical pay calculated as follows:

    a. For nine-month faculty, up to half pay of the faculty member's regular salary for an academic year, or up to full pay of the faculty member's regular salary for one semester.

b. For twelve-month faculty, up to half pay of the faculty member's regular salary for eleven months, or up to full pay of the faculty member's regular salary for five months.

c. "Regular" salary is defined as the salary being paid at the time the sabbatical leave begins.

3. Outside grant funds received by FHSU in support of the individual's scholarly efforts during the sabbatical leave may be used for supplementary salary, but total sabbatical leave salary in these instances may not exceed the faculty member's regular salary.

4. Unless the faculty member receives prior approval from the University Administration, sabbatical leave shall not be used as a means of augmenting personal income (e.g., a faculty member will not be allowed to teach paid course work during a leave period).

5. For sabbatical leave consideration, applying faculty members must meet the following eligibility requirements:

   a. Be a full-time faculty member at FHSU;

   b. Have a regular appointment at FHSU;

   c. Complete a minimum of six (6) years of continuous service with FHSU for each sabbatical leave; and

   d. Faculty members must agree to return to service with FHSU for each sabbatical leave:

      i. No faculty member will be granted leave of absence with sabbatical pay who does not agree to return to the service of FHSU for a period of at least one year immediately following the sabbatical leave.
      ii. Persons failing to return to FHSU following sabbatical leave shall refund to FHSU all sabbatical pay.
      iii. Those who fail to remain for the full year of school service (9 to 12 months depending on annual term of employment) shall refund that portion of their sabbatical pay as represented by the portion of time they fail to serve.

6. Preference for sabbatical leave shall be given to those applying for a full year sabbatical over those applying for a single semester sabbatical if the applications are otherwise deemed to be comparable in merit.

7. All sabbaticals must conform to Kansas Board of Regents policies, in effect at the time of the granting of the sabbatical.

8. Pursuant to Kansas Board of Regents policy, 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 for the institution concerned for the fiscal year for which the leave of absence is granted.

Applicant Requirements for Sabbaticals

The applicant will prepare a formal request (application) for sabbatical leave, using a form available in the Provost's office, which will contain the following information:

a. A prospectus with the following information:

   i. An analysis of how the applicant expects to use the time granted (time line):
   ii. An analysis or discussion of the breadth and depth of the project;
   iii. A discussion of the achievability of the project, outcomes, and/or end product;
   iv. An outline of the travel the project will require; and
   v. A discussion of the anticipated outcome or end product of the proposed sabbatical leave

b. An explanation of how granting the sabbatical will benefit the applicant's department, college, and the university.

c. Full disclosure of all known or expected funding from the sources outside FHSU.

d. A list of all previous leaves with dates.

e. A plan for the timely reporting of results of the sabbatical to the faculty member's department, to the dean of the faculty member's college, and to the Provost.

f. The semester of academic year for which the sabbatical leave application is made with specific dates.

Sabbatical Leave Application and Selection Process

1. Sabbatical leave application forms will be available in the Provost's office.

a. Faculty members interested in sabbatical leave for the next school year must submit a completed application for sabbatical leave to their department chair no later than January 31 of the school year preceding the year for which sabbatical leave is requested.

b. All applications for sabbatical leave received after January 31 will be returned to the faculty member.

c. For sabbatical leave consideration, the school year begins with the fall semester of the year. (For example, faculty who wish to be considered for sabbatical leave for the school year 2000-2001, the fall semester 2000, or spring semester 2001, must apply for sabbatical leave no later than January 31, 2000.)

d. Faculty members may withdraw applications at any point in the selection process.

2. The Chair shall make recommendations on all faculty applications for sabbatical leave.

   a. The Chair shall review the applications to insure the application meets the criteria established in the "Application Requirements for Sabbaticals" section above. Time permitting, the non-conforming application shall be returned to the faculty member for additions or corrections to meet the application requirements.

   b. The Chair will consider all conforming applications. The Chair shall make recommendations on all conforming applications and forward the conforming applications, along with recommendations, to appropriate dean by February 14.

3. The Dean shall make recommendations on all conforming applications for sabbatical leave.

   a. The Dean shall review the applications to insure the application meets the criteria established in the "Application Requirements for Sabbaticals" section above. If the Chair has sent forward an insufficient application, the Chair, Dean and Provost shall review the application as a committee and determine if the application is conforming. In the event the application is deemed to be non-conforming, the application will be returned to the faculty member with an explanation of the deficiencies. That application will no longer be considered for sabbatical leave for the period in question.

b. The Dean will review all conforming applications and forward the applications with the Dean's recommendations to the Provost by February 28.

4. The Provost will forward all conforming applications and related recommendations to a five (5) member University Sabbatical Committee. This committee shall make recommendations on all faculty applications for sabbatical leave. The University Sabbatical Committee will forward applications with the committee's recommendations to the Provost by March 6. The University Sabbatical Committee will consist of:

   a. Four (4) faculty members selected by the respective dean of each of the following colleges:

      i. College of Arts and Sciences
      ii. College of Business and Leadership
      iii. College of Education
      iv. College of Health and Life Sciences

   b. One (1) faculty member selected by FHSU-AAUP.

5. The Provost will review the applications and recommendations from steps 1-4 above, formulate recommendations and forward the conforming applications and the Provost's recommendations to the President by March 20.

6. The President shall have final approval of all sabbatical leave requests. The President is the final authority on sabbatical leaves. Sabbatical leaves shall be determined by April 1. Notification of the decision, with an explanation for those applications rejected, shall be sent to the applicants and to the member of the University Sabbatical Committee by April 5, barring unforeseen and unavoidable delays.

Article XV: Phased Retirement

A. General Provisions

1. The Regents phased retirement program (hereinafter "the program") shall be open to all full-time, benefits-eligible unclassified employees of FHSU who have attained age 55 and who have completed 10 years of full-time service.

2. The maximum length of a phased retirement agreement shall be 5 years.

3. An appointment under a phased retirement agreement must be at least .25, but no more than .75.

4. Upon the culmination of the phased retirement agreement, the participating employee shall immediately retire.

5. Employees having retired upon completion of a phased retirement agreement shall not be precluded from re-employment with a Regents institution on a post-retirement basis.

6. Execution of a phased retirement agreement will not prevent an employee from retiring before the scheduled end of the agreement.

7. Funding for the program will come from the existing salary base.

8. Regulations of the Board of Regents shall be used and followed relative to operation and implementation of the program.

9. The maximum number of participants in any fiscal year cannot exceed 2 percent of an institution's unclassified FTE.

10. Phased retirement agreements must be mutually agreed upon by the employee and the appropriate institutional officer, within the limits of eligibility and limitations specified above. The reviewing officer must indicate that the agreement is in the best interest of the institution.

11. Participants in the program may partially annuitize their Regents mandatory retirement plan.

12. Participation in the program will not be counted against the institution's FTE limits.

K.S.A. 76-746 and K.A.R. 88-12, 1-8.
Kansas Board of Regents: Policies and Procedures Manual (12-01-95).

B. <u>Phased Retirement Application and Selection Process</u>

1. Purpose.

The Kansas Legislature (2006) passed K.S.A. 76-746, *et. seq,* which grants the KBOR the authority to develop and implement a phased retirement program for unclassified employees. Phased retirement is to be used as a management tool by the University when, in its discretion, the best interests of the University

would be served by granting phased retirement. Regarding faculty, phased-retirement may be a useful option when replacing a retiring faculty member.

2. Application Process.

Phased retirement application forms will be available in the Provost's office.

a. Faculty members interested in phased retirement starting the next school year must submit a completed application to their department chair no later than October 1 of the school year proceeding the year for which phased retirement is requested.

b. All applications for phased retirement received after October 1 will be returned to the faculty member.

c. Faculty members may withdraw applications at any point in the selection process.

3. Criteria for Evaluation of Phased Retirement.

In evaluating requests for phased retirement, one or more of the following criteria will be considered:

a. Number of phased retirement slots available. Per Kansas law and applicable rules, policies and regulations, the maximum number of participants in phased retirement in any fiscal year cannot exceed 2% of FHSU's unclassified FTE.

b. The estimated impact on a faculty member's department relative to a grant of phased retirement. The needs of a department regarding the usefulness of a transition period for a retiring senior faculty member and the mentoring of a less experienced replacement faculty member will be considered. An evaluation of this factor may take into consideration the special expertise and experience of the retiring faculty member.

c. Previous or pending grants of phased retirement within the same department or unit.

d. Any simultaneous or competing request for phased retirement.

e. The need to preserve any phased retirement slots for future requests. Given the limited number of slots available in any fiscal year, anticipated upcoming retirements or phased retirement applications may be taken into consideration in evaluating current applications.

f. The intent of the phased retirement applicant with regard to the timeline for fulfilling the phased retirement agreement. Preference will be given to applicants who express a firm interest in completing the timeline requested in the application. Applicant will specify preferred time, location, and method for duties to be performed.

g. Special duties or projects within the University for which applicant may be qualified and willing to perform if item b., above, is not especially applicable.

h. The recommendation of any previous reviewer or committee will be taken into consideration by the subsequent reviewer or committee. No such recommendation is binding upon the University President who has the ultimate authority with regard to phased retirement applications pursuant to Kansas law, Regents' policies and regulations, FHSU's policies, and the MOA.

i. Alignment with select goals and key performance indicators found within the university's strategic plan, FHSU's Kansas Regents Performance Agreement, or Academic Quality Improvement Program priorities.

j. Any other consideration relevant to the University's mission, keeping in mind the purpose of phased retirement as set forth above.

4. Review of Application by Chair.

The Chair shall review the applications to ensure they meet the guidelines established in Part A. above, and the Chair must consider whether any given application is appropriate in light of the criteria in section B(3)., above. The Chair will consider the applications and make recommendations and forward the applications and recommendations to the appropriate dean by November 15.

5. Review of Application by Dean.

The Dean will review the applications in light of the guidelines and criteria established pursuant to this Article, and shall forward the applications and the Dean's recommendations to the Provost by December 1.

6. Review of Application by Provost.

The Provost will review the applications and recommendations of the Chair and Dean and will formulate recommendations and forward the applications and the

Provost's recommendations to the President by December 15. It should be noted that if other unclassified employees (outside of bargaining unit) submit Phased Retirement applications, the Provost will issue recommendations as to these applications as well. The 2% limit of available slots for Phased Retirements applies to all unclassified employees, and not just to faculty members. Thus, faculty should not expect all available slots to be filled in any given year, or that all filled slots will be occupied by faculty members.

7. Review of Application by President.

The President shall make the final determination on all phased retirement requests by February 1. Notification of the decision, with an explanation of the decisions made referencing the criteria stated above, shall be sent to the applicants by February 15, barring unforeseen and unavoidable delays. The President's decision will be final and is not subject to the grievance procedure.

ARTICLE XVI: TERMINAL DEGREE COMPENSATION

FHSU will provide funding for terminal degree compensation, separate from the merit and enhancement funds, for a unit faculty member upon the completion of his/her terminal degree. The amount of the compensation will be determined by the Department Chair upon consultation with the Dean of the College and the University Provost, and will be negotiated at the time of employment with the new faculty member. The additional monies used to fund any increased salary resulting from degree completion will come for the salary line for that particular faculty member and not from merit funds or any other monies appropriated to the department.

For faculty under an existing contract with FHSU at the time of degree completion, but whose contract does not specify a higher salary amount upon completion of a terminal degree, the amount of compensation will be at least $500 unless it is negotiated to a larger amount by the parties.

For purposes of this section, "terminal degree" refers to the degrees specified in the Fort Hays State University Faculty Handbook as appropriate for the department in which the faculty member serves, and which specifically relates to the faculty member's teaching responsibilities.

ARTICLE XVII: PROFESSIONAL TRAVEL FUNDS

1. The Administration recognizes that professional travel may enhance a faculty member's professional contribution to FHSU.

2. FHSU will provide an average of at least $350 per year per requesting faculty member meeting department criteria for use in travel activities. Requesting

faculty members must meet criteria established for such travel through various sources and or funds. Faculty members may receive travel funds, if available, through department expenditures of Other Operating Expense (OOE) monies, Faculty Development Fund, grants, college funds, endowment funds and other sources. These additional funds may have requirements or criteria that the faculty member's travel funding proposal must meet. The criteria for OOE funds for use in travel activity are the prerogative of the department chair in consultation with department members.

3. The Faculty Development Fund will be $50,000 for the 10-11 school year.

4. FHSU Administration will request Department Chairs to maintain records and report amounts provided to each faculty member in their department for professional travel and this report shall contain the source of the funding used for travel. No individual faculty member will be specifically identified. FHSU will provide this information to FHSU-AAUP by February 15 of each year. The information in the report will be for the most recently completed fiscal year.

5. All state funds used for travel are subject to limitations by legislative or administrative action.

ARTICLE XVIII: TUITION ASSISTANCE PROGRAM

A. EMPLOYEE ELIGIBILITY

Fort Hays State University ("FHSU") provides tuition assistance on a first come, first served basis, depending upon the availability of the resources in the merged fund, for all currently employed, eligible, full-time faculty and staff for courses taken from FHSU. A full-time employee is defined, for purposes of this program, as an employee with a contract stipulating work for FHSU of ninety (90) percent of a full time contract or above in a contract year. The merged fund is defined, for purposes of this program, as the fund existing for the purpose of providing tuition assistance pursuant to the dependent, spouse, and employee tuition assistance programs.

The eligible employee may receive tuition assistance for up to twelve (12) hours of coursework per academic year, not to exceed six (6) hours in any semester. Tuition assistance under this program is available only for courses that have space available. An employee who receives tuition assistance will be responsible for the payment of any and all fees, including student, campus, use, other associated or mandatory class fees. Tuition assistance may be utilized by employees for FHSU virtual college or on-campus courses, including undergraduate or graduate academic credit classes. Tuition assistance may not

be used for workshop, community education or non-credit classes, audited courses or private instruction.

Employees seeking tuition assistance must meet admission requirements to Fort Hays State University and the FHSU college or program to which they are applying and be accepted for admission prior to granting of any tuition assistance under this program. Employees must maintain a cumulative 2.0 undergraduate grade point average or 3.0 graduate grade point average for all FHSU coursework to remain eligible for the tuition assistance program.

No employee is eligible for tuition assistance until the employee has completed one full year of FHSU service (12 continuous months of employment at FHSU) or one (1) academic year contract, in the case of faculty members. The employment requirement must be completed prior to the first day of classes for which the employee seeks tuition assistance. Employment at other academic institutions or state agencies is not counted toward the longevity schedule.
In the event the employee ceases to be employed at FHSU while a fall or spring academic semester is in session, the tuition assistance will continue only for that semester. No further tuition assistance will be granted.

Generally, employees are not to take classes during normal working hours unless under extenuating circumstances. However, faculty members may take classes during the day provided there is no conflict with their teaching responsibilities and/or office hours. Exceptions to this policy must be requested in writing by the employee in order to attend the class. The request for exception must include a statement of the extenuating circumstances and how the time will be made up within a given workweek. The employee's supervisor must approve and forward the request and the tuitions waiver form to the vice president of that area for final approval. The approval must be processed as outlined below.
Tuition assistance may be subject to taxation as earned or other income by the IRS. Employees are urged to contact their personal tax advisor for more information. All employees should be aware that tuition assistance may affect eligibility for other forms of financial assistance. In the event an employee drops or withdraws from any or all classes, the tuition assistance will be considered before any other payment of tuition or fees is refunded or credited. FHSU reserves the right to deny tuition assistance if the employee acts in a manner that undermines the spirit of this program.

The tuition assistance program may be modified, adjusted or eliminated as determined by the FHSU President. Changes that affect faculty members must be negotiated with FHSU-AAUP except in the case of financial exigency. FHSU will complete a yearly analysis of this program and provide the same to the Kansas Board of Regents. The KBOR will review the program following the 2010-2011 academic year.

Tuition Assistance Forms and Process

Applicants must complete the tuition assistance form, located on the FHSU website (www.fhsu.edu/finaid/).

If an employee is taking a class during regular or normal working hours, the employee is responsible for obtaining written approval and attaching the approval to the tuition assistance request form.

To be eligible for tuition assistance in any semester, the Office of Student Financial Assistance must receive the application on or before the established deadline dates.

B. SPOUSE ELIGIBILITY

FHSU provides tuition assistance on a first come, first served basis, depending upon the availability of resources in the merged fund, for spouses of eligible, full-time FHSU employees for undergraduate or graduate courses taken during the fall and spring academic semesters.

Definitions:

Spouse - A spouse is any lawful spouse of an eligible employee of Fort Hays State University.

Full-time employee - An employee with a contract stipulating work for FHSU of at least ninety (90) percent of a full time contract or above in a contract year.

Merged Fund - The fund existing for the purpose of providing tuition assistance pursuant to the dependent, spouse and employee tuition assistance programs.

Spouses of eligible, full-time faculty and staff of Fort Hays State University may receive tuition assistance for up to twenty four (24) undergraduate credit hours per academic year, not to exceed twelve (12) undergraduate credit hours or nine (9) graduate credit hours, or combination thereof not to exceed twelve (12) hours, in any academic semester. Tuition assistance under this program are available only for courses that have space available. No costs for community education or non-credit classes will be covered. Private lessons are also excluded from the tuition assistance program. The spouse will be required to pay for courses taken during the summer session and all virtual college courses. A spouse who receives tuition assistance will be responsible for payment of any

and all fees, including student, campus, use, other associated or mandatory class fees.

No spouse is eligible for tuition assistance until the eligible employee has completed twelve (12) continuous months of full–time employment at FHSU or one (1) academic year contract, in the case of faculty members. The employment requirement must be completed prior to the first day of classes in the academic semester for which tuition assistance is sought by the spouse. Employment at other academic institutions or state agencies is not counted toward the longevity schedule. In the event the employee ceases to be employed at FHSU while a fall or spring academic semester is in session, the tuition assistance will continue only for that semester. No further tuition assistance will be granted.

Spouses must meet admission requirements to Fort Hays State University and the FHSU college or program to which they are applying and be accepted for admission prior to the granting of any tuition assistance under this program. Spouses must maintain a cumulative 2.0 undergraduate grade point average or 3.0 graduate grade point average for all FHSU coursework to remain eligible for the tuition assistance program.

Tuition assistance may be subject to taxation as earned or other income by the IRS. Employees are urged to contact their personal tax advisor for more information. All spouses should be aware that tuition assistance may affect eligibility for other forms of financial assistance. In the event a spouse drops or withdraws from any or all classes, the tuition assistance will be considered before any other payment of tuition or fees is refunded or credited. FHSU reserves the right to deny tuition assistance if the spouse or employee acts in a manner that undermines the spirit of this program.

The tuition assistance program may be modified, adjusted or eliminated as determined by the FHSU President. Changes that affect faculty members must be negotiated with FHSU-AAUP except in the case of financial exigency. FHSU will complete a yearly analysis of this program and provide the same to the Kansas Board of Regents. The KBOR will review the program following the 2010-2011 academic year.

Tuition Assistance Forms and Process

Applicants must complete the tuition assistance form, located on the FHSU website (www.fhsu.edu/finaid/).

To be eligible for tuition assistance in any semester, the Office of Student Financial Assistance must receive the application on or before the established deadline dates.

C. DEPENDENT ELIGIBILITY

FHSU provides tuition assistance on a first come, first served basis, depending upon the availability of resources in the merged fund, for dependents of eligible, full-time FHSU employees for undergraduate courses taken during the fall and spring academic semesters.

Definitions:

Dependent - A dependent is defined as an unmarried natural child, adopted child, stepchild or legal ward of an eligible employee. No tuition assistance will be provided to any dependent after the dependent reaches 25 years of age. To be eligible, the dependent must be claimed as a dependent by the employee for income tax purposes based on IRS guidelines. In the case of legal separation or divorce, a natural or adopted child or legal ward may participate in this program regardless of which parent declares the child as a dependent for income tax purposes. In addition, the dependent must be a high school graduate.

Full-time employee - An employee with a contract stipulating work for FHSU of at least ninety (90) percent of a full time contract or above in a contract year.

Merged Fund - The fund existing for the purpose of providing tuition assistance pursuant to the dependent, spouse and employee tuitions assistance programs.

Dependent(s) of eligible, full-time faculty and staff of Fort Hays State University may receive tuition assistance for up to twenty-four (24) undergraduate credit hours per academic year, not to exceed twelve (12) hours in any academic semester. Tuition assistance under this program is available only for courses that have space available. Tuition assistance for a dependent may only be used for undergraduate classes taken for degree credit on–campus at Fort Hays State University. Graduate credit hours are not eligible for tuition assistance under this program. No costs for community education or non-credit classes will be covered. Private lessons are also excluded from the tuition assistance program.
The dependent will be required to pay for courses taken during the summer session and all virtual college courses. A dependent who receives tuition

assistance will be responsible for payment of any and all fees, including student, campus, use, other associated or mandatory class fees.

No dependent is eligible for tuition assistance until the eligible employee has completed thirty six (36) continuous months of full–time employment at FHSU or three (3) academic year contracts, in the case of faculty members. The employment requirement must be completed prior to the first day of classes in the academic semester for which tuition assistance is sought by the dependent. Dependent tuition assistance is granted according to the longevity schedule, outlined below.

Length of Employment with FHSU	Percentage (%) of tuition assistance
Following three full years of employment	20%
Following four full years of employment	40%
Following five full years of employment	60%
Following six full years of employment	80%
Following seven full years of employment	100%

Employment at other academic institutions or state agencies is not counted toward the longevity schedule. In the event the employee ceases to be employed at FHSU while a fall or spring academic semester is in session, the tuition assistance will continue only for that semester. No further tuition assistance will be granted.

Dependent(s) must meet admission requirements to Fort Hays State University and the FHSU college or program to which they are applying and be accepted for admission prior to the granting of any tuition assistance under this program. Dependents must maintain a cumulative 2.0 undergraduate grade point average for all FHSU coursework to remain eligible for the tuition assistance program.

Tuition assistance may be subject to taxation as earned or other income by the IRS. Employees are urged to contact their personal tax advisor for more information. All dependents should be aware that tuition assistance may affect eligibility for other forms of financial assistance. In the event a dependent drops or withdraws from any or all classes, the tuition assistance will be considered before any other payment of tuition or fees is refunded or credited. FHSU reserves the right to deny tuition assistance if the dependent or employee acts in a manner that undermines the spirit of this program.

The tuition assistance program may be modified, adjusted or eliminated as determined by the FHSU President. Changes that affect faculty members must be

negotiated with FHSU-AAUP except in the case of financial exigency. FHSU will complete a yearly analysis of this program and provide the same to the Kansas Board of Regents. The KBOR will review the program following the 2008-2009 academic year.

Tuition Assistance Forms and Process

Applicants must complete the tuition assistance form, located on the FHSU website (www.fhsu.edu/finaid/).

To be eligible for tuition assistance in any semester, the Office of Student Financial Assistance must receive the application on or before the established deadline dates.

ARTICLE XIX: PERSONNEL FILES

1. Purpose:

The purpose of this article is to provide a statement of access and contents of personnel files for faculty. The University acknowledges the existence of a number of personnel files at the University. These files include three major types of personnel files, but are not limited to, the files designated as:

Departmental Files
College Personnel Files
University Official Personnel Files

2. Major Types of Personnel Files

a. Departmental Evaluation Files

Departmental files may contain, but are not limited to, information associated with faculty evaluations within the department of the specific college, for appointment, merit, tenure, and promotion. The file may also include, but is not limited to, self-appraisals, colleague appraisals, summaries of student course evaluations, advisor evaluations, summaries of professional development activities, and documentation of committee and other service activities. In addition, files may include departmental leave reports and annual departmental agreements of expectations and responsibilities.

b. College Personnel Files

College files may contain, but are not limited to, initial letters of employment; records of professional development revealed by annual reports; evaluations for

tenure and promotion conducted by department, chair, college committee, and dean; conflict of interest statements; unclassified faculty and staff development plans; and agreements of expectations and other matters of concern at the college level.

c. University Official Personnel Files

This file is designated as the official file for personnel purposes and should contain all information that summarizes the appointment, salary, merit adjustment, tenure and promotion and other evaluation and other related material or matters related to decisions regarding faculty. In addition, this file may also contain, but is not limited to, letters of recommendation, formal resume, official transcripts, personal data information, contracts, appointment and acceptance letters (originals), and other materials pertaining to the role of the individual as an unclassified faculty or staff.

d. All materials contained within the above files will be attributable to an identified individual or group. Notice of additions to the files will be given to the faculty member. Faculty members may review and respond to file contents. File access will be granted as soon as practicable to files, upon faculty request, reasonable delays excepted.

3. Access to Personnel Files

a. Faculty will have access to their personnel files at all levels.

b. Only those officials who have direct-line responsibility for the supervision of a particular faculty member will have access to the personnel files.

c. Other file access is governed by a need-to-know, regulatory, statutory or judicially ordered basis.

d. The Official Personnel file will be kept confidential to the extent that it may in light of the above.

e. Faculty will have access to their Official Personnel files under the supervision of the Provost's Office. Other individuals may be authorized, in writing, by the faculty member to have access to his/her file.

f. A fee will be assessed to the faculty member for copying of file materials.

4. Faculty Additions to Personnel file

The faculty member has the right to review his or her file and add material to the file in response to any item in the file or to enhance and update material contained therein.

ARTICLE XX: FACULTY-AUTHORED TEXTBOOKS

Fort Hays State University (FHSU) has historically left textbook, software and other course material selection to the judgment and discretion of faculty. This practice is considered to be sound and in accord with academic freedom and quality of education and should continue.

However, FHSU does have the responsibility to insure its students are not harmed, disadvantaged or exploited as a result of faculty selection of course materials.

FHSU also has the responsibility to see that the University and Kansas Board of Regents' Policies regarding Conflicts of Interest of faculty and all other staff are adhered to.

POLICY

1. It is the policy of FHSU that selection of textbooks and other course materials is to be left to the discretion and judgment of faculty. In addition, there is no prohibition by FHSU of the assignment by faculty to students of faculty authored course materials. However, faculty should be cognizant that an actual or apparent conflict of interest may arise by requiring students to purchase course materials which the faculty authored and for which the faculty member stands to gain financially.

2. In order to avoid such conflict, or the appearance thereof, it is strongly recommended that faculty submit self-authored course materials that will be required for student purchase for peer review prior to assigning the textbook to such faculty members' students.

3. The peer review should be conducted by at least three tenured faculty members (not including the faculty member who authored the course material) in the same department or discipline as the author. Should three tenured faculty members in the author's department or discipline not be available, then tenured faculty members from other departments may be asked to participate in the peer review. Documentation of the decision of the peer review committee will be kept on file in the department.

4. If a majority of the faculty members participating in the peer review determine the assignment of the faculty-authored textbook or other course material is appropriate given the subject matter of the course and the content of the faculty-authored material, FHSU will presume that a conflict of interest does not exist. However, faculty are advised to comply strictly with the conflict of interest disclosure form prescribed by University and Kansas Board of Regents' Policy, and should a financial gain be realized

from course materials in the amount required to be disclosed on the form, such disclosure should be made notwithstanding the peer review process.

5. After the peer review process is concluded if serious questions still remain regarding an apparent conflict of interest, then FHSU may investigate the circumstance pursuant to the authority granted by the conflict of interest policies of FHSU and the Kansas Board of Regents. This investigation could result in a determination by FHSU that a conflict of interest or appearance thereof existed for which disclosure should have been, but was not made, and FHSU may take any action allowed by the applicable conflict of interest policies.

ARTICLE XXI: GRIEVANCE PROCEDURE

SECTION 1. PURPOSE

It is the desire of all parties to this Memorandum of Agreement that differences in interpretation and application of the terms of the Memorandum of Agreement are addressed and resolved at the lowest possible level.

The purpose of this Article is to provide a procedure that will promote the prompt and efficient investigation and resolution of grievances. All parties are encouraged to resolve differences informally prior to filing for dispute resolution under this provision.

SECTION 2. RESORT TO OTHER PROCEDURES.

This procedure is designed to provide administrative consideration of and relief from all grievances, as defined below in Section 3A.

If, prior to using this grievance procedure, or while the grievance proceeding is in progress, a faculty member seeks resolution of the matter through any other internal or external procedure, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.

Appeals to decisions made at any step in the merit evaluation, tenure and promotion process are subject to the appeals process afforded within those procedures and are not a matter subject to the grievance procedure as presented in this article. Issues of harassment or discrimination, in violation of state or federal law, are also exempt from this process.

SECTION 3. DEFINITIONS

A. <u>Definition.</u>

The term "grievance" is defined as an allegation that there has been a violation, misrepresentation or improper application of the provisions of this Memorandum of Agreement or those terms and conditions of employment where PEERA has authorized FHSU-AAUP to act on behalf of faculty members.

B. General Provisions.

1. Those Eligible for Dispute Resolution.

Any individual faculty member, group of faculty members or the AAUP on behalf of itself or the unit is eligible to use this procedure.

2. Rights to Representation.

a. A grievant has the right of self-representation at any step in the grievance procedure.

b. At any formal step the grievant may choose to be accompanied by any other person, including legal counsel. Any person accompanying the grievant is present to advise the grievant only, and no statements or questioning by the adviser are allowed, except as follows. FHSU-AAUP may assist the grievant or speak on the grievant's behalf if requested to do so by the grievant. However, each grievant may be required, at any meeting or hearing under this article, to provide information or in other ways discuss the grievance.

c. In the event a group of faculty members or the AAUP files the grievance, a representative of the group or AAUP must be designated. Any person accompanying the grievant is present to advise the grievant only, and no statements or questioning by the adviser are allowed, except as follows. FHSU-AAUP may assist the grievant or speak on the grievant's behalf if requested to do so by the grievant. However, each grievant may be required, at any meeting or hearing under this article, to provide information or in other ways discuss the grievance.

d. Hearings are designed to be informal in nature. No motions or pleadings are anticipated or allowed in the course of the process herein defined. Formal rules of evidence will not apply.

e. A representative of the AAUP may be present at all steps of the grievance procedure, with the permission of the faculty member(s).

3. Time Limits.

a. Time limits for hearing matters or communicating decisions shall be strictly adhered to, however, continuances or extensions may be requested by one party and liberally granted by the other party in instances of necessity or emergency.

b. Failure at any step of this procedure to request review of a decision within the specified time limits shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure of the University to communicate the decision on the grievance at any step within the time limits shall allow the grievant to proceed to the next step.

c. A grievance may be withdrawn by the grievant at any time.

d. A grievance may not be presented under this Article for an act or omission that occurred prior to the effective date of this Agreement.

4. Forms.

All grievances shall be submitted on forms attached to this Agreement as Appendices A and B, respectively; and shall be signed by the grievant. The University may refuse consideration of a grievance not filed in accordance with these forms.

5. Records.

The accumulated record must be forwarded and reviewed at each level.

6. No Reprisals.

No party will take reprisals against another party because of an employee's participation in the grievance procedure.

7. Cooperation between parties.

a. Both parties will supply information needed to process the dispute.

b. Meetings will be scheduled at mutually convenient times.

SECTION 4. PROCEDUAL STEPS

A. Step I. INFORMAL PROCEDURE

The grievant and, if desired by the grievant to facilitate resolution, a member of the Association may discuss the grievance with the administrator most directly concerned in an attempt to resolve the grievance informally.

a. A grievance must be presented informally within twenty (20) days of the act, omission, or commencement of the condition on which the grievance is based.

b. The grievant must provide the administrator with the Step I Informal Grievance form, Appendix A. This distinguishes the matter and issues grieved from a non-contractual complaint.

c. The administrator to whom the grievance is presented shall communicate a decision to the grievant within ten (10) days of the presentation of the grievance.

B. Steps II, III and IV: FORMAL PROCEDURE

If the matter is not satisfactorily resolved through the informal procedure, the following formal grievance procedure may be used.

Step II:

The purpose of Step II is to provide immediate formal resolution of the issues involved in the grievance. Step II provides for a complete record for review if further steps are necessary to resolve the grievance.

a. A Step II grievance shall be filled with the appropriate dean within forty (40) days of the act, omission, or condition on which the grievance is based and only after Step I processes have failed to resolve the issues.

b. The grievance shall be presented to the dean on the grievance form (Appendix B).

c. The grievance shall set forth the act, omission, or condition on which the grievance is based; the date thereof; the specific provision of this Agreement or mandatorily negotiable terms or condition of

employment that is alleged to have been violated, misinterpreted, or improperly applied; and the remedy sought.

d. In the event the grievance is a result of proposed severe discipline or discharge of the faculty member, outside of tenure processes, the Dean will convene a Grievance Committee of no less than three (3) members to act as an advisory panel. The advisory panel will consider only if the actions or activities of the grievant, proposed to be disciplined or discharged, have a "good or just cause" for such discipline or discharge.

    i. The Administration will compile a list of 7 faculty members for the faculty committee. The listed faculty members will hold tenure, with Associate Professor or Professor Rank. The list of names so compiled will include faculty members who are not serving in the grievant's college. The grievant may strike 4 of the named faculty members to arrive at a committee of three faculty members to hear "good or just cause" issues.

    ii. The committee may meet with all parties, conduct whatever investigation it deems appropriate and promulgate an opinion on the issue presented.

    iii. The committee will forward its opinion to the Dean and the grievant.

e. The appropriate Dean, or designee, shall meet with the grievant, the chair of the appropriate department and all relevant parties within ten (10) days of receipt of the grievance form. In the event a committee is formed to consider the grievance, the meeting herein referenced will occur within ten (10) days of the date the committee's opinion is issued to the Dean.

f. The appropriate Dean, or Dean's designee, may gather evidence as the Dean or the Dean's designee sees fit. The Dean will consider the committee's opinion in promulgating the Dean's opinion.

g. The Dean, or designee, shall send a written decision to the grievant and the Association within fourteen (14) days of the date of the meeting.

h. In the event the issues are not settled, the grievant may appeal to the Provost as provided in Step III. The Dean, or Dean's designee,

shall forward to the Provost a copy of the Dean's decision notice and any committee recommendations.

i. In the event a group of professors or AAUP should file a grievance that flows across several colleges, or if the dean is directly involved in the issues or matters for which the grievance is filed, the Provost will perform all Step II processes. In this instance, Step III of this process will be eliminated.

Step III

If the grievant is not satisfied with the decision at Step II, a request for review may be filed with the Provost.

a. The request for review must be filed with the Provost within ten (10) days of the date of the decision at Step II.

b. This request for review shall be presented on the Step III grievance form (Appendix B).

c. The Provost, or Provost's designee, shall meet with the grievant, chair and all relevant parties, within ten (10) days of receipt of the request to review the Step II decision.

d. The Provost or Provost's designee shall send a written decision to the grievant and the Association within fourteen (14) days of the date of the Step II meeting.

e. No additional information and documentation, not previously presented in Step II, may be presented in Step III. If at any time in this step, the Grievant wishes to present new information, the grievant shall give notice of the new information to the Provost or Provost's designee of the new evidence. The Provost or Provost's designee shall put this step on hold pending review of the new information by the Dean or Dean's designee. This review will determine if the new information would change the Dean or Dean's designee's decision.

i. If the Dean or Dean's designee determines that the new information would change the Dean or Dean's designee's decision as rendered in Step II, the Dean or Dean's designee will write a letter outlining the new decision.

ii. Within 3 days of the date of the letter with the new decision from the Dean or Dean's designee, the Grievant shall give notice of the Grievant acceptance or rejection of the decision.

a) If the Grievant agrees that this decision resolves the matter, the Grievant will give the Dean or Dean's designee notice that the Grievant is withdrawing the Grievant appeal to Step III.

b) If the new information does not change the Dean or Dean's designee's decision, the grievance will proceed, including the new information, at this step.

Step IV: Advisory Arbitration Panel

In the event FHSU-AAUP requests, in writing, or the President determines additional input on a grievance issue is needed, the President will convene an advisory arbitration panel of three (3) members. The request for review, however, must be presented as outlined in Step V, *infra*.

The Advisory Arbitration panel will be selected as follows:

1. FHSU–AAUP and the Administration will each designate a single member of the Advisory Arbitration Panel. The two designees will agree upon a third member of the panel. The third member of the committee should be someone acquainted or familiar, preferably, with FHSU or, secondarily, acquainted or familiar with university faculty responsibilities, employment and/ or governance. The parties agree that each party will bear any costs associated with the participation of that party's designee on the panel. The parties will bear equally any other costs, including but not limited to transcription or daily fees of the third panel member selected by the designees.

2 The panel will convene and consider the record, formulate a recommendation and forward the same to the President, with copies to the Provost and FHSU-AAUP, for the advice of the President. No new or additional information shall be considered in Step IV. In the event a panel is formed to consider the grievance, the panel will render its opinion within ten (10) days of the date the designees of each party select the third member of the panel.

Step V

If the grievant is not satisfied with the decision at Step III a request for review may be filed with the President

a. If the grievant is not satisfied with the decision at Step III, a request for review may be filed with the President within ten (10) days of the date of the decision at Step III.

b. This request for review shall be presented on the Step V grievance form (Appendix B).

c. No new or additional information shall be considered in Step V. The President, or the President's designee, shall consider the cumulative written record developed in Steps II, III and Step IV, if convened.

d. The President or President's designee will provide a written decision within fourteen (14) days of receipt of the request to review the grievance or, if an advisory arbitration panel is convened, from the receipt of the advisory arbitration panel's opinion, . The decision of the President or President's designee will be the final decision in all grievances.

ARTICLE XXII: REDUCTION IN FORCE

1. Management decisions related to number and rank of positions which will be eliminated in a Reduction in Force are not subject to the grievance procedure, contained in Article XX of this Memorandum of Agreement. Grievances related to the departmental reduction procedures or recall procedures contained in subsections 5, 6 and 7, below shall be subject to the grievance procedure contained in this agreement, but such grievances shall not delay the effective date of an individual faculty member's termination.

2. In the event a reduction in force becomes necessary, for reasons of financial exigency, the University Administration will select programs to reduce or determine a number of positions to be reduced in each college. The University Administration will meet with the representatives of FHSU-AAUP to discuss the situation and the actions contemplated, if FHSU-AAUP is available to so meet in a timely manner. The reduction in force information will be provided to the Deans, who will consult with the Chairs of that College's departments to develop a recommendation to the University President.

3. The University President will make the final reduction in force decision. The President's decision with respect to which programs or positions will be eliminated by the reduction in force will be final and not subject to the grievance procedures of this agreement.

4. The University President, in consultation with Deans and Department Chairs, will specify the number of positions to be vacated within each program or department. This includes tenure track positions and part-time, temporary, or other non-tenure track positions. If some but not all of the positions in a program or department are designated to be vacated as part of a reduction in force, individual faculty members will be terminated in the order described below.

5. The Deans, in conjunction with the Department Chairs, will implement the following departmental reduction procedures. Voluntary attrition, including but not limited, to such variables as retirement, phased retirements, sabbaticals, various leaves, etc, will be considered, when possible, before any involuntary reduction is required. Contingent upon retention of specified academic credentials within the program or department, individual faculty members within each program or department with the lowest academic rank will be laid off first, with seniority within that rank used as a tie breaker.

6. Before notice of intent to terminate is given to a faculty member, reasonable efforts shall be made to place the faculty member in another suitable vacant faculty position to be filled within the University.

7. Those faculty members who are impacted under the terms of this policy will be notified prior to any search for replacements to fill vacancies in the departments from which they were reduced for a period of two (2) years after the reductions, so long as the faculty member's current address is made available to the University Administration. It is the faculty member's duty to maintain current contact information with the University. Those faculty members who meet qualifications and so desire will be re-appointed to that vacant position. Faculty members so notified under the terms of this article will have fifteen (15) business days, defined as Monday thru Friday, in which to indicate their interest in a position to the University following notification under this article.

ARTICLE XXIII: PROGRAM DISCONTINUANCE

Fort Hays State University has both an educational mission and a limited pool of resources with which to accomplish that mission. In order to protect and improve the quality of its work in accomplishing that mission within the limits fixed by these resources, the University may find it necessary to discontinue one or more of its programs. Such a decision to discontinue a program must be made in such a way as to ensure that the University's mission is properly served. A request that the University consider discontinuing one or more of its programs may originate from those charged with strategic planning or academic governance, or from the Board of Regents.
Should it become necessary for Fort Hays State University to discontinue programs, all deliberations and decisions shall be guided by the following policies and procedures.

Policies

1. An academic program is any sequence of studies leading to a certificate or degree which has been approved by the Board of Regents. These programs are listed in the Board of Regents Program Inventory.

2. The decision to review one or more academic programs may be initiated either within the University or by the Board of Regents.

3. Program discontinuance may involve the elimination of a degree or certificate, or an academic unit (department or college), a program within an academic unit, or an officially designated service entity (center).

4. The decision to recommend discontinuance of a program shall be made by the President after a process of deliberation with the Provost which complies fully with the procedure stated in the section below "Procedures for Program Discontinuance."

5. Program discontinuance may or may not bear implications regarding the reduction or reallocation of faculty positions. The principle which shall be followed in making decisions of these kind is that faculty members will not be dismissed unless they are demonstrably unqualified for appointment with the University's continuing programs. In particular:

    a. If a faculty member whose work was associated with a program which has been discontinued is qualified to teach sections of courses (or perhaps, to render other appropriate professional services) for which there continues to be a demand in the academic unit which formerly offered that program (for example, in other programs offered within that unit, or in general education or cognate courses offered by that unit), then that faculty member will not be terminated and that faculty position will not be reallocated to another unit within the University.

    b. If a faculty member whose work was associated with a program which has been discontinued is not qualified to perform other duties which are still needed in the academic unit which once contained that program, but is qualified to fulfill unmet needs in some other academic unit, then the University will explore the possibility of reassigning that faculty member to this other academic unit.

6. When a program is to be discontinued, students who are in the program shall be allowed to complete their coursework in that program.

Procedures for Program Discontinuance

The President, or Provost upon delegation from the President, shall initiate the procedures described below.

1. The Provost, after consultation with the Faculty Senate President, shall appoint a duly representative faculty committee to conduct a review either of all of Fort Hays State University's programs or of some specified subset of them. The committee will manage its work in the following ways:

    a. The criteria to be used by the committee in making this decision are those which have been used in the most recent program review. Since no fixed, single weighting of these criteria can justly represent the nature and importance of all of the University's various programs, the committee should not weight these criteria in advance. The committee should begin its review by studying, in light of these criteria, the case made by each potentially affected unit in its most recent Program Review Report.

    b. The committee will produce a preliminary report identifying those programs which seem to be the most appropriate candidates for discontinuance. This preliminary report, together with a detailed written statement of the reasoning supporting it, shall be delivered to the appropriate representatives of each affected program.

    c. Representatives of each potentially affected program will have an opportunity to respond to the preliminary report by meeting within two weeks with the committee, and by supplying any additional information which either these representatives or the committee may consider helpful.

    d. Within two additional weeks the committee shall forward a written statement of its final recommendations to the Provost. A copy of this statement shall be given to the appropriate representative of each of the potentially affected programs. The committee shall include in the file it forwards to the provost a copy of all the information relevant to every stage of its deliberations.

2. The Provost's task is to consider the committee's report, together with any other legitimate considerations, in order to make a recommendation to the President regarding which, if any, programs to discontinue. This task shall be managed in the following ways:

a. The Provost will produce within three weeks a preliminary report identifying those programs which seem to be the most appropriate candidates for discontinuance. This preliminary report, together with a detailed written statement of the reasoning supporting it, shall be delivered to the appropriate representatives of each affected program.

b. Within two weeks representatives of each potentially affected program shall have an opportunity to respond to the preliminary report by meeting in person with the Provost, and by supplying any additional information which either these representatives or the Provost may consider helpful.

c. Within two additional weeks, the Provost's final recommendations will be forwarded in written form to the President. A copy of this statement shall be given to the appropriate representatives of each of the potentially affected programs. The Provost shall include in the file forwarded to the President a copy of the committee's recommendations and of all the information relevant to every stage of its deliberations.

3. The President shall consider the report of the Provost, together with any other legitimate considerations, in order to make a decision regarding which, if any, programs to discontinue. This task shall be managed in the following ways:

a. The President shall produce within three weeks a preliminary report identifying those programs which seem to be the most appropriate candidates for discontinuance. This preliminary report, together with a detailed written statement of the reasoning supporting it, shall be delivered to the appropriate representatives of each affected program.

b. Within two weeks representatives of each potentially affected program shall have an opportunity to respond to the preliminary report by meeting in person with the President, and by supplying any additional information which either these representatives or the President may consider helpful.

c. The President's final recommendations shall be forwarded to the Board of Regents. A copy of this statement shall be given to the appropriate representatives of each of the potentially affected programs.

ARTICLE XXIV: CHRONIC LOW PERFORMANCE

1. Continued failure of a tenured faculty member to perform the faculty member's professional duties as defined in department evaluation criteria and / or failure of the faculty member to accept and implement opportunities for improvement of the deficiencies will constitute evidence of "chronic low performance" and warrant consideration of "dismissal for cause" under University policies.

2. Each department and / or program will develop, a set of criteria describing the minimum acceptable level of productivity for all applicable areas of faculty responsibility as well as procedures to handle alleged cases of low performance as defined by the criteria. These criteria must be developed by the department faculty and be approved by the faculty, the department chair, dean and Provost. It is also clearly understood that faculty renewal, development, and improvement are personal responsibilities of good academic citizenship and are of critical importance to the University in its pursuit of excellence.

   a. Each college will develop procedures for approval of departmental guidelines and implementation of the chronic low performance policy. Both department/program and college criteria must be forwarded to the Provost for final endorsement.

   b. Faculty members also have a personal responsibility to maintain or improve performance and are encouraged to participate in professional development activities.

   c. Each department / program will develop means of providing feedback to the individual so that he or she can maintain high levels of performance.

   d. If requested by the faculty member, the departmental / program faculty will be involved in the decision leading to the identification of an individual as falling below a minimally acceptable level.

   e. When a tenured unit faculty member's overall performance falls below the minimum acceptable level, as indicated by the annual faculty member's evaluation, the department Chair shall indicate so on the evaluation form and in writing to the faculty member.

   f. The department Chair or program director, after meeting with the Dean of the college, will consult with the individual about development and / or improvement activities and will also indicate in writing a suggested course of action to improve the performance of the faculty member. The chair or program director will assist the faculty member in travel funding requests, for example, if needed.

   g. In subsequent annual evaluations the faculty member will be required to report on activities aimed at improving performance and provide a listing of improvement initiatives, efforts and results.

3. The names of faculty members who fail to meet minimum standards for the year following the department Chair's suggested course of action will be forwarded to the appropriate Dean.

   a. If a faculty member fails to meet the minimum standards for two consecutive years or a total of three in any five-year period, "dismissal for cause" will occur subject to the results of appeal, if any.

   b. The status of "chronic low performance" may be appealed, using the grievance process outlined in this contract.

4. A finding of chronic low performance must not abuse academic freedom or be used as a cover for discriminatory, unfair, arbitrary, or capricious dismissal.

ARTICLE XXV: Furloughs or Pay Reductions

1. Purpose

   This Article applies should it become necessary to implement a furlough or pay reduction plan at Fort Hays State University. It is the intent of both FHSU and FHSU-AAUP that any such action will have the least possible impact on teaching faculty, and be no greater in scope and duration than absolutely necessary. A furlough or pay reduction must apply to all FHSU unclassified faculty and staff.

2. Policy

   FHSU will implement a furlough or pay reduction only when necessary and in a manner that ensures maintenance of university operations to the extent possible while also responding to the financial situation. Prior to the furlough or pay reduction action, the University must attempt to cut costs by first seeking voluntary employee attrition, such as retirement, phased retirement, sabbaticals and/or various leaves, and by considering other cost cutting measures, including but not limited to requiring administrators with faculty rank to teach at least one course for no additional compensation, if such would result in fiscal savings to the University. Furloughs or pay reductions will be implemented in a manner that is fair to all faculty and is sensitive to the mission and needs of the University. While the University maintains the discretion to determine whether severe budget shortfalls will be addressed with furloughs, pay reductions, or a reduction in force, if either of the three actions is necessary furloughs will be the preferred method to address the situation, while reduction in force will be a measure of last resort.

   Faculty/staff who are 100% grant funded are excluded from mandatory furloughs. Faculty/staff who are funded partially by federal grants, contracts or

sponsored projects will be excluded from mandatory furloughs for that portion of their appointment which is not funded by state funds.

3. Furlough

A furlough is the placement of an employee in a temporary leave without pay status for a specified number of hours within a specified time frame. Furloughs may be implemented by reducing hours for every week of work, or by reducing the number of days worked in a specified week, month or year. Once the decision is made to require a furlough, FHSU Administration and FHSU-AAUP must meet to discuss how the furloughs for teaching faculty for both on-campus and Virtual College courses will be implemented. A furlough/pay reduction action will affect all teaching faculty to the same extent.

4. Pay Reductions

A pay reduction is another option that might be implemented in response to financial exigency where circumstances would not allow for furloughs. For example, a mandated budget reduction may be so severe as to require several days of employee furloughs, but such a furlough could drastically impact the services provided to students. Therefore, a pay reduction rather than a furlough might be the better option. The University will limit any pay reduction to the least possible amount, and this amount will be clearly and explicitly demonstrated to FHSU-AAUP's reasonable satisfaction. When implementing a pay reduction, the University will provide written notification to all affected employees of the amount and duration of the reduction. Following the specified period, the salary of each affected employee will be returned to its pre-salary reduction level.

5. Notice to Affected Employees

The decision to implement an employee furlough or pay reduction will be made by the President after consultation with the President's Cabinet and FHSU-AAUP. An announcement will be made as soon as possible after the decision is made to implement a furlough or pay reduction, and written notification will be provided to each affected employee. Affected employees will be given as much advance notice as possible, but not less than 30 calendar days prior to implementation of the furlough or pay reduction.

The furlough announcement will include details of the furlough plan, including but not limited to positions affected, the beginning and ending dates of the furlough, the number of hours/days reduced, the options a faculty member has regarding when or how to implement the furlough, and the financial impact upon the faculty member.

The pay reduction announcement will identify the amount of the pay reduction and the time period over which the reduction will occur.

6. Effect on Benefits

An employee's Social Security and retirement contributions will be affected under a furlough or pay reduction, but all other benefits--including the accrual of vacation and sick leave--shall continue to accrue at pre-furlough or pre-reduction levels. Neither a furlough nor a pay reduction shall affect the employee's continuous service, length of service, eligibility to participate in the Board of Regent's Tuition Assistance Plan, or eligibility for sabbaticals.

7. Effect on Tenure and Promotion

It is understood that a furlough may reduce the amount of time available to perform all of the faculty member's assigned duties. Therefore, the faculty member and department chair will mutually agree to an amended Annual Statement of Responsibilities (ASR) in light of the furlough. It is expected that a faculty member's service responsibilities will generally be the first area of reduction in light of a furlough. The reduction in a faculty member's duties as a result of a furlough will be taken into consideration during the annual review process, as well as any applicable tenure or promotion application following the furlough.

8. Conflict of Interest Policy

FHSU will suspend the use of the Conflict of Interest and Conflict of Time policies so that affected employees may seek alternative gainful employment during a furlough period or effectiveness of a substantial pay reduction. However, the conflict policies will be enforced immediately following the conclusion of the furlough. It is the intent of this provision that affected employees may seek to replace the salary lost due to a furlough or substantial pay reduction by seeking alternative employment during the furlough period, or effectiveness of the pay reduction. However, at the conclusion of the furlough or pay reduction period, the employee must comply with University conflict of interest and time policies and make their employment with FHSU their highest priority.

ARTICLE XXVI: NON-RETALIATION

The University Administration and the FHSU-AAUP agree that no coercion, harassment or discrimination shall be directed against Faculty members because of FHSU-AAUP membership or because of their participation in any grievance, complaint, or meet and confer activities, or for the exercise of any other rights granted to public employees under the provisions of the Public Employer Employee Relations Act. It is further agreed that neither party will interfere with, restrain or coerce any Faculty member in the exercise of their right to become or not to become a member of the FHSU-AAUP. Faculty members, however, will remain subject to discipline for inappropriate conduct not otherwise justified by the exercise of their rights as public employees.

ARTICLE XXVII: DUES DEDUCTION

The University Administration agrees to deduct FHSU-AAUP dues from regular payroll checks of each member of the University Faculty Bargaining Unit who has submitted a written authorization-assignment of membership in FHSU-AAUP in accordance with procedures established by the University Personnel Office and the Division of Accounts and Reports.

ARTICLE XXVIII: INFORMATION TO BE PROVIDED

1. At the written request of FHSU-AAUP, the University Administration shall make available any information, not exempted by law, that is necessary for the Chapter to meet its collective bargaining responsibilities or to administer this Agreement. Normally, such information shall be made available within ten (10) days of the request. If such information is not readily available within said ten (10) days, the Administration shall so notify the Chapter, in writing, and shall make the requested information available as soon as possible. The Administration shall not be required to produce information in any form different from that available when the special request is made, and shall only be required to provide to FHSU-AAUP the information in the exact form in which it is maintained at the time of the request, with no compiling, arranging, deciphering or interpreting required. In order to facilitate the exchange of information, the contact persons will be the president of FHSU-AAUP and the FHSU General Counsel. Any change regarding the contact person will be communicated to the other party by e-mail or in writing. For information which will take more than two hours of staff of time to locate and/or copy, or which would result in copying in excess of 100 pages, FHSU will charge FHSU-AAUP $.25 per page for copying charges or staff time, as the case may be.

2. The University Administration will provide the FHSU-AAUP President with an executive summary of the operating budget summary request at the same time that is presented to the Governor's State Division of the Budget.

3. The University Administration will provide the FHSU-AAUP President with a copy of the Annual Operating Budget at the same time it is placed in Forsyth Library as a public document or by February 15, whichever occurs first.

4. The University Administration will provide the FHSU-AAUP President, upon request and without cost, a list of all the members of the Bargaining Unit within 30 days after the start of the fall and spring semesters. This listing will provide the faculty members' name, department, rank, position or title, and salary. Lists of employees requested by the FHSU-AAUP more frequently than twice a year shall be subject to processing charges as provided by the Kansas Open Records Act.

   In the event there is a disagreement regarding those included or excluded in the list to be provided, the University Administration and FHSU-AAUP will meet and discuss those disagreements to attempt to reach resolution.

5. The Memorandum of Agreement ("MOA") will be posted for faculty use on the FHSU web page. Notice of the posting will be distributed to all faculty members via electronic mail. Faculty members may print all or portions of the MOA for their use as they see fit. The parties agree that each faculty member will be provided a copy of the Memorandum of Agreement. In addition, the parties will agree on an additional number of copies to serve the needs of each party. The Memorandum of Agreement will be printed and provided, as soon as possible, after the Agreement has been approved by FHSU-AAUP, the Fort Hays State University Administration, The Kansas Board of Regents, and the State of Kansas Department of Administration. The parties agree that the cost of printing these copies of the MOA will be split evenly between FHSU-AAUP and the University Administration. Parties may make additional copies of the MOA as they see fit.

6. FHSU shall provide to the Chapter, at the time of transmission to the Board of Regent's for action, a copy of each recommendation for any program change which affects the work of bargaining faculty members.

   Advance copies of the Kansas Board of Regents agenda and minutes for each Kansas Board of Regents meeting is available on the Kansas Board of Regents web page, http://ww.kansasregents.org, for all open meetings of the Kansas Board of Regents.

7. FHSU will also provide information as specified in other articles of this MOA.

ARTICLE XXIX: CONTINUING COMMITMENT

The parties agree to continue to meet throughout the contract term in order to address and resolve problems that may arise in the course of the memorandum of agreement between the parties. The meetings will be, as needed, between FHSU-AAUP and other relevant faculty members, and the appropriate administrator(s).

It is the intent of this article to provide an open dialogue between the parties to address problems that arise in the normal course of a memorandum of agreement term, to attempt to find solutions and to continue the free exchange of information and ideas that has developed through the meet and confer process.

ARTICLE XXX: FHSU-AAUP USE OF CAMPUS FACILITIES

1. FHSU-AAUP may use a campus location one time per month for general meetings or assemblies.

2. FHSU-AAUP may use a campus room two times per month for executive committee or other related FHSU-AAUP administrative meetings.

3. FHSU-AAUP is responsible for advance scheduling the use of facilities with the appropriate building authority. Room usage is subject to availability.

4. Rooms used by FHSU-AAUP under the auspices of this article will be made available by the University to FHSU-AAUP without charge.

ARTICLE XXXI: SAVINGS CLAUSE

The parties agree that should any provision of this agreement be declared by the proper judicial authority or the Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statute(s), all other provisions of this agreement shall remain in full force and effect for the duration of the agreement. Any provision of the agreement, which is based on any statute, whether state or federal, all or in part, directly or indirectly, shall be construed to conform to the statute upon which the provision is based. Such construction is to apply as the statute is presently worded or as it may be amended or changed.

By signing herein, I, Linn Ann Huntington, President of the Fort Hays State University Chapter of the American Association of University Professors, ratify this Memorandum of Agreement on behalf of the bargaining unit represented by FHSU-AAUP. I further acknowledge that the FHSU-AAUP has approved this Memorandum of Agreement for fiscal years 2011, 2012 and 2013.

Linn Ann Huntington

Linn Ann Huntington
President
Fort Hays State University Chapter
of the American Association of University Professors

6-7-12
Date

By signing herein, I, Edward H. Hammond, President of the Fort Hays State University, ratify this Memorandum of Agreement on behalf of the employer, Fort Hays State University for fiscal years 2011, 2012 and 2013.

Edward H. Hammond

Edward H. Hammond
President
Fort Hays State University

6/11/12
Date

By signing herein, I, Dennis Taylor, Secretary of the Kansas Department of Administration, ratify this Memorandum of Agreement on behalf of The Kansas Department of Administration for fiscal years 2011, 2012 and 2013.

Dennis Taylor

Dennis Taylor
Secretary
Kansas Department of Administration

July 20, 2012
Date

By signing herein, I, Ed McKechnie, Chair of the Kansas Board of Regents, ratify this Memorandum of Agreement on behalf of the Kansas Board of Regents for fiscal years 2011, 2012 and 2013. I further acknowledge that the Kansas Board of Regents has authorized this ratification through appropriate action of that body.

Ed McKechnie

Ed McKechnie
Chair
Kansas Board of Regents

6-20-12

Date

Fort Hays State University
Faculty Unit
Step 1 Informal Grievance Form

Grievant: _____ Date: _____

Department: _____ AAUP Grievance Representative: _____

Mailing Address: _____ Mailing Address: _____

Article(s) and Section(s) of Agreement violated: _____
(Be Specific)

Statement of grievance (including date of acts or omissions complained of): Use back of this form, and/or attach additional sheets as necessary.

Redress sought:_____
_____
_____
_____
_____

I will be represented in this grievance by: (check one)

☐ AAUP ☐ Myself

AAUP grievance representative's signature:_____
(If AAUP is representing the grievant, an authorized AAUP representative must sign here).

This grievance was filed with the Chair or Administration of _____ Department on the _____ day of _____, 20___, by: (check one)

☐ Mail ☐ Personal Delivery

_____
Signature of Grievant

Date Received: _____ By: _____	Grievance Number: _____

Distribution Step 1	**Original** Administrator whose action or decision is being contested	**1st Copy** Grievant	**2nd Copy** AAUP

APPENDIX A

Fort Hays State University
Formal Grievance
and
Grievance Decision Review Form
(Steps 2, 3, 4)

TO:_____ DATE:_____

I hereby request that a Step ____ review of the attached decision be made in connection with the attached grievance because:_____

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(attach additional sheets as necessary)

I received the decision on _____ and filed this request for review at Step _____ with the Office of the General Counsel, Fort Hays State University, on the ____ day of _____ by: (check one)

☐ Mail ☐ Personal Delivery

_____
AAUP Grievance Representative's Signature (if any)

_____
Signature of Grievant

_____
Name of Grievant

Date Received: _____ By: _____	Grievance Number: _____

Distribution	**Original**	**1st Copy**	**2nd Copy**
Step 2	Dean	Campus Grievance File	AAUP
Step 3	Provost or Designee	Campus Grievance File	AAUP
Step 4	President or Designee	Campus Grievance File	AAUP

APPENDIX B

Academic Freedom and Responsibility

The University, in general, subscribes to the following AAUP statement in Academic Freedom.

Academic freedom is essential to the free search for truth and its free exposition 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. Some of those rights and duties are described below.

1. 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.

2. 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. Limitation of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

3. College and university teachers are citizens, member 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.