## Administration’s 12.14.2017
### Proposals for Tentative Agreement
#### On Certain Non-Economic Matters

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Article 3
Non-Discrimination

3.1 The University agrees that it shall not discriminate against an employee because of membership in or activity on behalf of the AAUP-WSU.

3.2 Neither the University nor the AAUP-WSU shall discriminate on the basis of race, color, religion, disability, veteran’s status, military status, national origin, ancestry, sex, gender identity/expression, sexual orientation, genetic information, or age.

3.3 The University and AAUP-WSU will not tolerate any form of harassment based on sex, race, or any other category listed in Section 3.2.

3.4 Any Bargaining Unit Member charged with discrimination or harassment is entitled to due process before the University imposes any form of discipline as permitted under Article 14. However, the Member may be suspended with pay pursuant to Section 14.3. When notifying a Bargaining Unit Faculty Member that a complaint has been filed against him or her, the Office of Affirmative Action Programs, Equity and Inclusion will provide the Member with a written statement from the AAUP-WSU regarding the Member’s rights. If the complaint is not resolved through mediation, the Office of Equity and Inclusion Affirmative Action Programs will notify the AAUP-WSU President of the charges and the name of the Bargaining Unit Faculty Member being charged, five (5) days prior to a hearing.

3.5 Any Member of the Bargaining Unit who believes he or she has been discriminated against or harassed can seek relief through the Wright State University Office of Equity and Inclusion Affirmative Action Programs, through a grievance under the terms of this contract, or through legal action pursuant to any applicable state or federal law. When a Bargaining Unit Faculty Member seeks relief through the Office of Equity and Inclusion Affirmative Action Programs, that office will provide the Member with a written statement from the AAUP-WSU regarding the Member’s rights.

3.6 Relationship by family, marriage, cohabitation or dating relationship or domestic partner relationship is considered neither an advantage nor a deterrent to a Bargaining Unit Faculty Member. No Member will be assigned to a department or unit under the direct supervision of a relative or other person with whom the Member has such a relationship who has or can have a direct effect on the Member’s progress or performance.

3.7 Consensual sexual relations between students and Bargaining Unit Faculty with whom they also have an evaluative relationship constitute a conflict of interest. Members shall avoid such relationships or, if such a relationship does exist, will promptly make arrangements through their Department Chair to eliminate any conflict of interest or appearance of such conflict, to the extent possible.

3.8 Bargaining Unit Faculty shall not grade or otherwise evaluate students with whom they have
a familial or other relationship as described in Section 3.6. If a family member's application or enrollment calls for any evaluation on the part of a Member, that Member shall promptly make arrangements through his or her Department Chair to eliminate any conflict of interest or appearance of such conflict, to the extent possible.
Article 5

Academic Freedom and Professional Responsibilities

5.1 Academic Freedom:

5.1.1 Academic freedom is essential for the proper development of the University. It functions to protect the institution from unwarranted interference by external groups and to ensure the retention of the services of those whose contributions toward its goals make them an essential part of the faculty. In so doing, it secures the autonomy and integrity of the University and makes its development as an intellectual community an object of primary concern.

5.1.2 Academic freedom is the unqualified right of every Member of the Bargaining Unit. It carries a reciprocal obligation to respect and maintain the academic freedom of every other member of the University community.

5.1.3 Academic freedom is the freedom to teach, both in and outside the classroom; to conduct research and to publish, display or perform the results of those investigations; and to address any matter of institutional policy or action whether or not as a member of an agency of institutional governance. Members of the Bargaining Unit should also have the freedom to address the larger community with regard to any matter of social, political, economic, or other interest, without institutional discipline, save in response to fundamental violations of professional ethics, statements that suggest disciplinary incompetence, or violations of the professional responsibilities set forth in Sections 5.2.1 through 5.2.5.

5.1.4 Bargaining Unit Faculty are entitled to freedom to teach, profess and discuss material in the classroom subject to limits detailed below.

5.2 Professional Responsibilities:

5.2.1 Members of the Bargaining Unit, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize that academic responsibility implies faithful performance of professional duties and obligations. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end Members shall devote their energies to developing and improving their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice intellectual honesty. Although Members may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

5.2.2 As teachers, Bargaining Unit Faculty shall encourage the free pursuit of learning in their students. They shall hold before them the best scholarly and ethical standards of their discipline. Bargaining Unit Faculty shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Members of the Bargaining Unit shall make every reasonable effort to foster honest academic conduct and ensure that their evaluations of students reflect each student’s true merit.
subjects in the classroom they must make it clear that students may disagree with those views. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from students.

5.2.3 As colleagues, Bargaining Unit Faculty have obligations that derive from common membership in the community of scholars. Members of the Bargaining Unit shall not discriminate against or harass colleagues. They shall respect and defend their associates' free inquiry. In the exchange of criticism and ideas Members shall show due respect for others, even when disagreeing with or criticizing others' opinions. Bargaining Unit Faculty shall acknowledge academic debts and strive to be objective in their professional judgment of colleagues.

5.2.4 In making public statements— including the exercise of the right to responsible dissent on matters of institutional policy or educational philosophy— Members of the Bargaining Unit have an obligation to be accurate, to act in a professional manner, to show due respect for others (even when disagreeing with or criticizing others' opinions), and to make every effort to indicate that they are not speaking for the University.

5.2.5 Bargaining Unit Faculty shall accept their share of faculty responsibilities in the academic governance of the University.
Article 12
Student Evaluation of Learning and Teaching

12.1 During the 2014-2015 academic year and in the Summer Semester, 2015, all Members of the Bargaining Unit shall be evaluated in each teaching semester and at least once each academic year in each different course taught by them using an online University Student Evaluation of Instruction form approved by the University and the AAUP-WSU. Such agreed upon forms are the only instruments for the University to collect soliciting anonymous student feedback on the individual teaching performance of a Bargaining Unit Faculty Member to be used for annual evaluation, promotion and tenure or any other matter pertaining to terms and conditions of employment.

12.1.1 For untenured Bargaining Unit Faculty Members, all information from these evaluations will be sent made available to the individual Member, to the Member’s Department Chair, to the Department Chair or Director of the program that offers the course, to the Member’s Dean, and to any Bargaining Unit Faculty Members charged with the Member’s peer review of teaching (Section 10.4.4.1.1) or progress toward tenure, to the Member’s Department Chair. As needed, the information will also be made available to those who have a need to know the information for purposes of promotion or tenure, discipline, or other actions.

12.1.2 For tenured Bargaining Unit Faculty Members, all numerical information from these evaluations will be sent to the Member only, and the comments portion of the form will be sent to the Member’s Department Chair.

12.1.3 In Sections 12.1.1 and 12.1.2, for Members with joint appointments, the Department Chair refers to the Member’s “primary” department as defined in Section 11.1.

12.1.4 When a Member teaches a course outside the Member’s department (meaning “primary” department for Members with joint appointments), information specified in Sections 12.1.1 and 12.1.2 will be sent first to the Chair of the department (or Director of the program) that offers the course, who reviews the information and then forwards it to the Chair of the Member’s department, who reviews the information and forwards it to the Member’s Department Chair or who forwards it to the Member’s Department Chair.

12.1.5 The Bargaining Unit Faculty Member shall not comment upon the evaluation, administer it, be present during its administration, collect evaluations from students, or return evaluations to the department or college office.

12.1.6 Absent extraordinary circumstances, a student evaluation of instruction form will be administered no earlier than the last week of class or at the end of the unit of instruction for Bargaining Unit Faculty in the School of Medicine or other team taught classes.
To the extent permitted by law, Deans, Department Chairs and Bargaining Unit Faculty will restrict access to student evaluation forms to those persons who have a need to view the information.

Bargaining Unit Faculty Members will cooperate with the University in an effort to ensure (1) that the students in all their courses are given access to the appropriate evaluation forms and (2) the faculty are able to access the students' responses within a reasonable period following each semester. Toward that end, Members will notify their department chair of any errors or discrepancies within ten business days of receiving from the University a list of their courses to be evaluated that semester or no later than twenty business days following the end of each semester. No student worker will be assigned to type comments from the forms if she or he is enrolled in a class taught by a faculty member from that department.

Bargaining Unit Faculty Members may encourage their students to complete the evaluations thoroughly and specifically, but they shall not otherwise comment upon the evaluation or in any way attempt to influence the students' responses.

Should a Bargaining Unit Faculty Member believe that there are compelling reasons why an evaluation of a specific course in a given semester should not be considered in evaluative decisions, he or she may submit a written request for exclusion to the Department Chair. The Chair shall respond to this request in writing. Both this request and the Chair's written response shall be appended to the Member's annual evaluation.

The Student Evaluation forms used to evaluate Bargaining Unit Faculty Members during the life of this Agreement shall be as follows:

- Untenured TET Assistant Professors faculty who began their probationary periods at Wright State before January 1, 2016 shall be evaluated in each course they teach by an online version of the standard classroom or the online class version of the Student Evaluation of Instruction form that was in effect Fall Semester 2014. The provisions of Sections 12.6 through 12.6.2 shall apply to the evaluations of these probationary Members.
- All other Bargaining Unit Faculty Members will be evaluated using the online standard classroom form or the online distance learning form that were introduced in Fall Semester 2015 or an online clinical experience form to be developed by the parties for use beginning in Fall Semester 2016.

Any modification of the Student Evaluation of Instruction Forms identified in Section 12.4 or introduction of new forms shall be approved by both the University and the AAUP-WSU.

The Department will maintain the Student Evaluation of Instruction forms or transcribed comments and all quantitative reports received by the Department Chair during at least the past seven years for every Bargaining Unit Faculty Member. (Section 13.3.1)
12.6 During their probationary period, the untenured TET Members who began their probationary period before January 1, 2016 will continue to be evaluated by the Student Evaluation forms that contain both numerical information and student comments.

12.6.1 The University and the AAUP-WSU recognize that student evaluations of teaching are important indicators of teaching effectiveness, but numerical scores from these evaluations alone neither confirm nor deny an individual's effectiveness. Thus, the Chair shall consider additional factors besides such numerical scores in evaluating the Bargaining Unit Faculty Member's teaching of these untenured Members.

12.6.1.1 Low numerical scores or scores that are below college or department averages do not confirm ineffective teaching. Additional measures are needed to determine the Bargaining Unit Faculty Member's teaching effectiveness.

12.6.1.2 High numerical scores or scores above college or department averages do not confirm effective teaching. Additional measures are needed to determine the Bargaining Unit Faculty Member's teaching effectiveness.

12.6.2 The University may compute average numerical scores from student evaluations on a department, program, college, or University basis. However, such averages should not reveal the scores of any individual tenured Bargaining Unit Faculty Member.

12.8 Beginning Fall Semester, 2015, all tenured Members of the Bargaining Unit shall be evaluated in each course they teach with an online Student Evaluation of Instruction form to be developed by the AAUP-WSU and the University.

12.8.1 The online form will include short-answer questions about the Member's teaching effectiveness and will not solicit numerical information about the Member's teaching.

12.8.2 Results from the online Student Evaluation will be made available to the individual Member, to the Chairs and Directors identified in Section 12.4.4, to the Member's Dean, and to any Bargaining Unit Faculty Members charged with the Member's peer review of teaching (Section 10.4.4.1.1) or progress toward tenure.

12.8.3 The AAUP-WSU and the University agree that the provisions of Sections 12.8-12.8.3 are experimental, and the University has the right to return, at any time, to the forms and procedures in use prior to Fall 2014 and as set forth in Sections 10.1-12.6.

12.8.4 If the online evaluation form and procedures described in Sections 12.8-12.8.3 are successful, the University and the AAUP-WSU anticipate extending their use to all Bargaining Unit Faculty and agree to consider such possibilities during negotiations for a successor Agreement in 2017.
Article 16
Grievance and Arbitration

16.1 The parties recognize and endorse the importance of establishing a prompt, fair and efficient mechanism for the orderly resolution of complaints and agree to make every effort to encourage the informal resolution of complaints before they become formal grievances. Any formal or informal resolution achieved must be consistent with the terms of this Agreement. The procedures set forth in this Article shall be the sole and exclusive method of disposing of grievances.

16.2 Definitions.

16.2.1 Grievance: A grievance is an alleged violation of (1) a specific provision(s) of this Agreement, (2) procedures set forth in college bylaws or department bylaws, or (3) a signed agreement between AAUP-WSU and the University unless that agreement specifically precludes a grievance or specifies an alternative procedure for resolving disputes.

16.2.2 If the AAUP-WSU files a grievance on behalf of a group, the outcome will apply equally to all applicable Members of the Bargaining Unit.

16.2.3 Grievant: A Grievant is a Bargaining Unit Faculty Member or group of Bargaining Unit Faculty Members who has a grievance or the AAUP-WSU acting on behalf of Members of the Bargaining Unit.

16.2.4 In this Article, "the Provost" refers to the Chief Academic Officer of the University. "A provost" refers generally to the Provost or any Assistant or Associate Provost.

16.2.5 Respond and File: The terms "respond" and "file," as used in this Article, refer to the dates notifications are received (or reasonably should have been received) by the parties to whom they are sent. Copies of all notifications will be sent to the AAUP-WSU and to the Provost.

16.2.6 Time Limits: Time limits referred to in this Article as "days" shall be defined as Monday through Friday throughout the calendar year, excluding Saturdays and Sundays, formal holidays recognized by the University, and periods when the University is officially closed.

16.2.7-5 Basic Provisions: Except as specified in Sections 11.8, 13.15, and 15.16, all applicable steps of the grievance procedure set forth in this Agreement will be pursued to completion before any application for arbitration will be made, unless the AAUP-WSU and the University enter into a written agreement to proceed directly to arbitration.

16.2.8-6 Unless extended by mutual consent, in writing, the time limits specified herein will be the maximum time allowed. If the University fails to comply with the time limits to respond, the
Grievant may advance the grievance to the next step by sending a letter of notification to the administrator at the next step. Failure to advance the grievance shall render the grievance moot.

16.2.9-7 Provisions for grievances regarding promotion and tenure are described in Section 13.15. Provisions for initiating grievances regarding annual evaluation are described in Section 11.8.

16.3 Informal Complaint Procedure: The parties intend and agree that all disputes should be resolved informally, whenever possible, before the filing of a formal grievance, and the parties encourage open communications so that resorting to the formal grievance procedure will not be necessary. To this end, Bargaining Unit Faculty are encouraged to present a complaint to a chair, dean, or provost who the Grievant believes to be most likely able to resolve the complaint as soon as practical for the purposes of resolving the dispute. A discussion of the complaint between the Grievant and the administrator to whom the complaint is presented shall occur at a mutually agreeable time not later than five (5) days after the request for a discussion regarding the complaint. Unless otherwise agreed by both the Grievant and administrator to whom the grievance is presented, only the grievant and this administrator will be present at the meeting to discuss the complaint. However, a grieving party has the right to be advised or assisted by the AAUP-WSU in attempting to secure informal resolution, but such assistance is not required. Any settlement, withdrawal, or other disposition of a complaint at the informal stage shall not constitute a binding precedent in the settlement of complaints or grievances.

16.4 Grievance Step One: A Bargaining Unit Faculty Member(s) or the AAUP-WSU may file a grievance with the Associate Provost for Faculty and Staff Affairs not later than forty (40) days after the event giving rise to the grievance or no later than forty (40) days after the Grievant knew or reasonably should have known of the event giving rise to the grievance.

16.4.1 The Grievant shall state clearly on the grievance form in Appendix F the nature of the grievance, the contractual provision(s) allegedly violated, the name of the University administrator whose actions are being grieved (if known), the dates when the alleged act or omission giving rise to the grievance occurred, and the remedy sought. The Grievant shall also sign the form and submit it to the Associate Provost with a copy to AAUP-WSU. If the Grievant is the AAUP-WSU, the grievance form shall so state. In the case of a grievance filed by the AAUP-WSU, the President or Designee of AAUP-WSU shall sign the grievance form and shall be the AAUP-WSU’s representative.

16.4.2 The University shall inform AAUP-WSU of any grievance meeting and AAUP-WSU has the right to be present at any grievance meeting. The Dean or Provost may also have a second person attend any grievance meeting. No attorney representing either party will attend any grievance meeting.

16.4.3 A Dean or provost shall hold a meeting with the Grievant and the AAUP-WSU’s representative (if the AAUP elects to be present) at a mutually agreeable time and location within ten (10) days after the grievance was filed and shall then respond in writing to the Grievant and the AAUP-WSU no later than fifteen (15) days after the completion of the
grievance meeting(s). If the Grievant or the AAUP-WSU does not accept the Step One answer, either may, within fifteen (15) days, file a Step Two grievance with the Associate Provost.

16.4.4 However, if the Step One grievance was convened by the Provost, then there will be no Step Two grievance; but, if the AAUP-WSU is not satisfied with the Step One answer, it shall have the sole right to submit the grievance to arbitration by an external arbitrator within thirty (30) days after receiving the Step One answer.

16.5 Grievance Step Two: Upon receiving a Step Two grievance, the Provost or Associate Provost shall hold a meeting with the Grievant and the AAUP-WSU’s representative (if the AAUP elects to be present) at a mutually agreeable time and location within ten (10) days after the Associate Provost has received the grievance. The purpose of this meeting is to discuss and attempt to resolve the grievance. The provost who holds the meeting shall respond in writing to the Grievant and the AAUP-WSU no later than fifteen (15) days after the completion of the grievance meeting(s).

16.6 Arbitration: If the AAUP-WSU is not satisfied with the Step Two answer, it shall have the sole right to submit the grievance to arbitration by an external arbitrator, within thirty (30) days after receiving the Step Two answer. A Grievant who is not satisfied with the Step Two answer (or, if Section 16.4.4 applies, the Step One answer) may request that AAUP-WSU submit the grievance to arbitration, but the Grievant must do so in writing within ten (10) days after receiving the Step Two (respectively Step One) answer; however, AAUP-WSU is not obligated to accept such a request.

16.6.1 If the AAUP-WSU elects to pursue external arbitration, representatives of the AAUP-WSU and of the Provost shall meet within ten (10) days to select an arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall ask either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to provide fifteen names. If the parties are unable to agree on which of the 15 nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names.

16.6.2 The arbitrator’s decision shall be final and binding upon the Grievant(s), the AAUP-WSU, and the University and shall be rendered within thirty (30) days after the arbitration hearing record is closed.

16.6.3 The cost of the arbitration shall be borne equally by the University and the AAUP-WSU except that costs related to the appearance of any witness shall be paid by the party who calls that witness. If a court reporter is requested and a transcript ordered by only one party, the court reporter’s attendance fee, and the cost of transcripts for that party and the arbitrator shall be borne by the requesting party. If both sides request a transcript, the court reporter’s fee and the cost of the transcripts shall be split equally between the parties.

16.6.4 Remedies. An external arbitrator hearing a grievance shall be bound by the following restrictions:

16.6.4.1 The arbitrator’s decision shall be limited to only the question or questions submitted for decision;
16.6.4.2 The arbitrator shall not substitute a judgment for that of the University where the University's judgment and actions do not violate the written provisions of this Agreement;
16.6.4.3 The arbitrator shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement;
16.6.4.4 The arbitrator shall not render any decision which would result in the violation of state or federal law; and
16.6.4.5 The arbitrator shall make no award that provides a Bargaining Unit Faculty Member compensation greater than would have resulted had there been no violation.

16.7 A Member of the Bargaining Unit who participates in a grievance procedure will not be subject to disciplinary reprisal because of such participation.

16.8 To investigate and process a grievance, either party shall be provided the opportunity to inspect and/or copy any relevant information possessed by the other party. Such access will be provided within five (5) days after the delivery of a written request to the Provost or the AAUP-WSU President. However, the requesting party is not entitled to any information that is confidential under any applicable law. In addition, the requesting party is entitled to view information in its existing form only.

16.9 No changes can be made to a grievance form once it is filed under Section 16.4 except as follows: After completing Step Two and before submitting a grievance to arbitration, the Grievant may change or add to the specific provision(s) of the Agreement allegedly violated. In such cases, the amended grievance will be resubmitted to the Provost, who no later than ten (10) days after receiving the amended grievance form shall reconfirm his or her original Step Two written response, offer an amended written response, or call another Step Two meeting in accordance with Section 16.5.
Article 34
Emeritus Faculty

34.1 The Emeritus title recognizes past contributions to the community of scholars at Wright State University and confers on the recipient the rights and privileges of other members of the community of scholars at Wright State University, subject to the limitation of the right to vote and the right to hold elective office, and is conferred as a lifetime status. Insofar as it is possible, and subject to fiscal considerations, the University will extend courtesies and services to Emeritus faculty that facilitate their continuing contributions to the academic life at Wright State University.

34.2 Bargaining Unit Faculty who have served reasonably as full-time faculty ten or more years at Wright State University will automatically be granted the Emeritus title upon retirement and upon written request by the Member of the Bargaining Unit to the Provost. Denial of such requests may only occur when (a) the Member has been terminated or suspended without pay pursuant to Article 15 or (b) the AAUP-WSU and the University agree that the Member’s documented behavior has been sufficiently unprofessional to make granting an emeritus title inappropriate.

34.3 Bargaining Unit Faculty Members who (a) resign after serving as full-time members of the faculty for twenty or more years or (b) retire after serving as full-time members of the faculty for five or more years, but less than ten years, may request consideration for the Emeritus title through the process of a petition to the Provost through the Member’s own administrative unit. In order to be considered for the Emeritus title, the petition of a Member of the Bargaining Unit must be supported by the Dean of the College or School in which the Member holds his or her primary appointment.

34.4 The criteria and procedures for awarding the Emeritus title to a deceased Member are the same as set forth in Section 34.2 except the process may be initiated by a department chair or dean.
Appendix A-NTE
Candidate Review Statement for
Non-Tenure Eligible Bargaining Unit Faculty

The Candidate Review Statement specifies items to be included in the Promotion Document:

Name of Candidate: ____________________________

Department and College: ________________________________

I hereby submit these materials as my Promotion Document in support of my candidacy for Senior Lecturer/Clinical Assistant Professor. My Promotion Document consists of the following:

1. The candidate review statement (Appendix A)

2. Annual performance evaluations for at least the six most recent years

3. Peer evaluations of teaching (two in a given academic year) for at least two of the four most recent academic years, pursuant to Section 13.5.2.3

4. Evidence of sustained outstanding performance in teaching:
   a. Peer evaluations of teaching (two in a given academic year) for at least two of the four most recent academic years, pursuant to Section 13.5.2.3
   b. Annual performance evaluations for at least the six most recent years
   c. Statistical summary and frequency distributions of all required student evaluations of teaching during the past six years
   d. List of 15 or more positive teaching-related activities from the list in Section 13.5.1.1.a-d
   e. Other evidence of outstanding teaching (optional)

5. Evidence of sustained outstanding performance in service:
   a. List of significant service activities from the list in Section 11.3.2.2.1
   b. List and description of major initiatives (Section 13.8.3)
   c. List and description of significant leadership contributions (Section 13.8.3)
   d. Other evidence of outstanding service and leadership (optional)

*The evidence of sustained outstanding performance in teaching and service (items above) may, together, total no more than 25 pages (Section 13.5.1.1).