7.1 Textbooks. Unless the hiring of an NTE Bargaining Unit Faculty Member occurs after a textbook has already been selected for a course during the Member’s first semester as a Bargaining Unit Member, and with the exception shown in Section 7.1.1, the University and the AAUP-WSU agree that NTE and TET Bargaining Unit Faculty Members shall select textbooks and other teaching material (e.g., software, course notes, etc.) for the courses they teach and that the decision whether to do so individually or collectively will be made by them and by administrators who are members of their department and teach the course(s) in question.

7.1.1 Textbooks and other teaching material (e.g., software, course notes, etc.) for School of Medicine courses shall be selected by an all-faculty committee within that particular discipline. If any portion of Section 7.1.1 can be shown by an external accreditation report not to comply with accreditation standards for the School of Medicine, the textbooks shall be chosen by a Course Oversight Committee and the School of Medicine Faculty Curriculum Committee.

7.1.2 When selecting textbooks and other teaching materials, Bargaining Unit Faculty Members shall make good faith efforts to keep costs to students as low as possible without sacrificing academic needs and to select teaching materials that are consistent with the curriculum.

7.2 Grades. The University and the AAUP-WSU agree that the individual Bargaining Unit Faculty Member retains the authority to make the final determination of the grade to be awarded to each student in his or her class.

7.2.1 If the Bargaining Unit Faculty Member cannot be contacted, there is a conflict of interest, or extraordinary circumstances serve to make the grade inappropriate, the Chair, Dean, or a provost may change a grade awarded by a Bargaining Unit Faculty Member. A grade may also be changed in accordance with specific academic policies set by the Faculty Senate or in response to a petition submitted by the student, providing that such changes are not in conflict with provisions of this Agreement. Before a grade is changed in response to a petition submitted by the student, the Member will be given an opportunity to make a recommendation regarding the anticipated or requested change.

7.2.1.1 Changing a grade to A, B, C, D, F, P U, or X requires consent of the Bargaining Unit Faculty Member who awarded the grade or, under extraordinary circumstances, consent of other NTE or TET Bargaining Unit Faculty in the Department. The Bargaining Unit Faculty Member whose grade was changed under such extraordinary circumstances and the AAUP-WSU will receive written notification of the change within two weeks after the decision to change the grade.

7.2.2 A Bargaining Unit Faculty Member shall explain a grade to a student who requests such explanation during the regular office hours or in a written statement submitted to the Member.
7.2.3 Bargaining Unit Faculty Members will schedule examinations, papers, or other components of the grade for each undergraduate course in a manner that will give students feedback and allow them to make informed judgments about their progress during the first half of the course (no later than the end of the seventh week of each Fall or Spring semester, the third week of each six-week summer term, and the mid-point of differently scheduled classes). In those graduate and advanced undergraduate courses wherein it is not feasible to comply with this requirement, Bargaining Unit Faculty Members will include a statement to that effect in the course syllabus.

7.2.4 Bargaining Unit Faculty shall turn in all course grades as soon as possible and no later than 12:00 noon of the third working day after the University’s last scheduled examination period. This deadline shall only be extended in the event that the Bargaining Unit Faculty Member is unable to turn in the grades due to illness or unforeseen emergency.

7.2.5 For at least one year after they have issued grades for a course, Bargaining Unit Faculty Members shall retain (in electronic or written form) any of the following items that were used in determining those grades: grade records, progress reports, and attendance records.

7.3 Course Syllabi. Bargaining Unit Faculty Members shall provide a course outline for students in each course taught. The outline shall include a clear explanation of the course requirements, policies on grading and expectations for class attendance. It is only necessary to state an attendance policy in a syllabus if attendance is factored into the calculation of the student’s grade.

7.3.1 Members will make a good faith effort to make their syllabi available to students and to the Department Chair one week prior to the beginning of the course, unless there is a clear pedagogical reason to delay or the Member was assigned to teach the course less than four weeks before the first class meeting. In any event, the Member will make syllabi available as soon as possible, and no later than the end of the first week of class.

7.3.2 Members shall make good faith efforts to make the content of the course, as reflected in the syllabus and as actually taught, consistent with the curriculum.

7.4 Faculty Availability.

7.4.1 Bargaining Unit Faculty Members with academic year appointments shall be available for service at the University one week before the start of Fall Semester and throughout the academic year. They shall be available by email beginning August 1 and continuing one week after the conclusion of Spring Semester Final Exam week.

7.4.2 Bargaining Unit Faculty Members have an obligation to meet all of their scheduled classes throughout the scheduled time, unless an alternative learning experience has been assigned. If an alternative learning experience involves a substantial portion of a course (a full week of class, for example, or an equivalent amount of time for late starts or early dismissals), it must be listed in the syllabus as part of the course requirement, in which case the alternative learning experience must be approved for the course by the relevant department curriculum committee or approved for the specific section of the course by the department chair.
7.4.3 Bargaining Unit Faculty Members who will be absent from class because of attendance at a professional meeting shall request written permission from the Chair. If the absence is approved, Members will notify their students of such an absence in the syllabus (or as soon as possible) and will provide an alternative learning experience for their missed class(es) or arrange for a colleague to teach the class(es).

7.4.4 Bargaining Unit Faculty Members who will be absent from class because of religious observance shall inform their students and the Department Chair at the beginning of the semester and shall include in the syllabus an alternative learning experience for that class period or arrange for a colleague to teach the class.

7.4.5 When forced by illness or unforeseen emergency to cancel class, Bargaining Unit Faculty Members shall inform the Department Chair of such cancellation and arrangements made pursuant to Section 28.7.2. If possible, the Member will inform the Department Chair and the students of the cancellation a reasonable period of time before the class is scheduled to meet.

7.4.6 Bargaining Unit Faculty Members shall use the final examination period for its intended purpose by administering exams or leading other culminating class experiences during the final examination time period designated by the Registrar, unless the appropriate department chair or dean has provided written approval for a deviation from this requirement.

7.4.7 Bargaining Unit Faculty Members will not give comprehensive final exams during the last week of classes. If a Member schedules a comprehensive final exam, it shall be during the time period designated by the Registrar unless the appropriate department chair or dean has provided written approval for a deviation from this requirement.

7.4.8 Each Bargaining Unit Faculty Member shall attend an average of at least one commencement ceremony in full academic regalia every two years.

7.5 Office Hours.

7.5.1 Each Bargaining Unit Faculty Member shall maintain a sufficient number of regular office hours to meet the reasonable needs of the Member’s students and advisees.

7.5.2 Regular office hours shall occur at reasonably convenient times for students and advisees; they shall be scheduled on at least two days per week; they shall be posted, distributed and included in all course syllabi; and they shall occur in the Bargaining Unit Faculty Member’s faculty office or other facility equally convenient for students.

7.5.3 E-mail, online chat rooms, video chatting, audio chatting, and other types of electronic communication may supplement regular office hours but may not be used to replace opportunities for face-to-face meetings. However, a Member with all distance-learning teaching in a given term may schedule virtual office hours only, provided the Member is reasonably available in person, upon request, to students and advisees, and also reasonably available for service responsibilities.
7.6 Learning Environment. In order to maintain a safe and otherwise appropriate learning environment, AAUP-WSU and the University agree to the following measures.

7.6.1 When, in the judgment of a Bargaining Unit Faculty Member, a student in that Member’s class is disruptive, the Member may remove the student from each class meeting in which the disruptive behavior occurs. The Member is also entitled to the assistance of the University Police Department in removing the student. If the Member believes the student’s continued presence in the course would be disruptive and wishes to have the student permanently removed from class, the Member must contact either the AAUP-WSU or the Office of the Provost to initiate the procedure described in Section 7.6.2.

7.6.2 The Member who teaches the class, a representative of the AAUP-WSU and a provost will confer as soon as possible (normally within twenty-four hours) regarding whether the student should be allowed to attend the Member’s class pending the completion of the student disciplinary process. Unless both the provost and the AAUP-WSU representative conclude that the student should be permitted to attend class, the student shall not be permitted to return until the disciplinary process is completed.

7.6.3 The provost will be responsible for informing the student as to whether or not he or she may return to class and that a hearing on the matter will be held by the Office of Community Standards and Student Conduct as soon as possible.

7.7 Meetings.

7.7.1 Chairs and Deans can form committees that include Bargaining Unit Faculty Members, if such committees do not undermine the work of faculty committees named in bylaws.

7.7.2 Chairs and deans can call meetings of committees they have formed or ask other committees with bargaining unit faculty members to meet—

1. at any reasonable times during the week before Fall Semester classes begin and the fifteen weeks of Fall and Spring Semesters;

2. if the need for committee meetings to be held outside academic semesters was communicated in writing to Members before they agreed to serve on the said committee; or

3. if 75% of the Members on a committee agree in writing to hold a meeting; or

4. if the meeting is voluntary, with no evaluative or disciplinary consequences based on a member’s presence or absence; or

5. if there is an emergency.

7.7.3 Chairs and deans can ask to meet with a faculty committee on a specified topic, ask that a committee address a particular issue, or ask a committee to provide recommendations by a specific date. Committee chairs will make a good faith effort to comply with such requests in a timely manner. If that committee does not provide a timely and reasonable response to the administrator’s request, the administrator can either (1) call a meeting of that committee or (2) choose to move forward without the faculty recommendation.
7.7.4 When department, college and university promotion and tenure committees are called upon to make recommendations during the summer, Members who served during the preceding academic year will constitute the Committee membership. Bargaining Unit Faculty Members will make a good faith effort to attend such summer meetings, and the University will make a good faith effort to schedule meetings that are reasonably convenient for as many of the Committee members as possible.

7.7.5 Chairs and Deans can call meetings that include Bargaining Unit Faculty Members under circumstances other than those specified in Sections 7.7.1 through 7.7.4, but attendance at such meetings is voluntary and no evaluative or disciplinary consequences can occur because of a Member's presence or absence.

7.8 Summer Teaching Assignments. (See Section 23.6 regarding compensation for summer teaching.)

7.8.1 All TET and NTE Bargaining Unit Faculty with academic year appointments shall be given an opportunity to teach up to six (6) semester hours every Summer when the University schedules classes in their department that they are qualified to teach or other classes in their college that they have taught within the previous five years, unless one of the following exceptions applies:

- They have summer grant support pursuant to Section 7.8.4 or an administrative assignment pursuant to Section 7.8.5, or
- they are denied opportunities for summer teaching as a disciplinary measure, or
- their teaching or service in the immediate past year was unsatisfactory according to the criteria in Section 11.2.5, or
- they have resigned or been given notice of termination, or
- they have retired with an effective date prior to or during the Summer Semester.

7.8.2 When the requests for summer teaching by TET and NTE Members exceed the opportunities available,

1. Teaching will be assigned first to Members with most seniority, which shall be calculated from the earliest date of continuous University employment as a full-time faculty member.
2. A second course will be assigned to no Member until every Member requesting teaching has been assigned one course, unless the Department Bylaws specify that two courses will be assigned to Members with the most seniority before the Member with the next highest Seniority is assigned a course. (Here and below, “a course” normally means one carrying at least three semester hours of credit.)
3. Second courses will be assigned first to Members with most seniority.
4. Members requesting teaching in a given summer who were assigned no courses will receive top priority for a first course in the subsequent summer (and among them, priority will be by seniority).
5. Members requesting two courses in a given summer who were assigned no courses will receive top priority for a first course and for a second course, too, in the subsequent summer (and among them, priority will be by seniority).
6. Members requesting two courses in a given summer who were assigned only one course will receive top priority for a second course in the subsequent summer (and among them, priority will be by seniority).

7.8.2.1 Current provisions in bylaws to determine which Bargaining Unit Faculty Members will receive summer teaching assignments when the requests for such assignments exceed the opportunities available are void. Bylaws may, however, include a new provision consistent with item #2 in Section 7.8.2.

7.8.3 The University may, at its discretion, award a Bargaining Unit Faculty Member more than six semester hours in a Summer Semester.

7.8.4 Except as in Section 7.8.6, when a Member with an academic year appointment has summer grant support, the provisions of Sections 7.8.1 and 23.6 shall apply with the following restrictions:

- Summer grant support plus summer teaching cannot exceed full time (the equivalent of 12 credit hours in a single summer), and
- Combined pay for the grant support and teaching in a single summer cannot exceed 1/3rd of the Member’s base salary.

7.8.5 When a Member with an academic year appointment is offered and accepts an administrative or service assignment from the University in the summer, and the compensation is the same as pay for teaching a course pursuant to Section 23.6, the university’s obligation to provide teaching opportunities pursuant to Section 7.8 is correspondingly reduced. If the pay for an administrative assignment is 1/9th of a Member’s base pay, for example, an administrative assignment will be treated as though it were a four-hour course.

7.8.6 When a Member is offered and accepts a summer teaching assignment that in combination with grant support and administrative assignments exceeds full time, the excess shall be considered an overload and will be paid pursuant to Section 23.5.

7.8.7 When the University and the AAUP-WSU agree in writing that valid pedagogical concerns require that a course be taught outside the academic year, and the Member teaching the course agrees to the arrangement in writing, the University may schedule the class in the summer or during the break between terms as an on-load assignment without additional compensation. Such courses might include extensive field trips, international travel, seasonal requirements (e.g., wetlands biology), or other components that make the alternative scheduling necessary. Either the University or the AAUP-WSU may revoke this agreement by notifying the other party in writing. Once a class is so scheduled, any revocation will be effective when that class has concluded.

7.9 Off-Campus Teaching. Bargaining Unit Faculty Members who are assigned to teach courses at off campus locations as part of their regular teaching responsibilities shall be reimbursed for mileage, parking fees and tolls in accordance with University policy on travel. When such
assignments necessitate travel beyond a twenty-five mile radius of campus, the Member will receive inconvenience compensation in an amount as determined by the University. The minimum inconvenience compensation for travel 26 to 50 miles from the Member’s campus office shall be $30 per trip. The minimum inconvenience compensation for travel more than 50 miles, shall be $60 per trip. If inclement weather or other hazardous conditions prevail, then the Bargaining Unit Faculty Member shall also be reimbursed for hotel and meal expenses in accordance with the University policy on travel.

7.10 Internet Access. The University will provide all Bargaining Unit Faculty Members with internet access at no cost to the individual Member. The University will maintain internet connections in a manner consistent with other Ohio universities.

7.11 E-mail. The University recognizes the technological advantage of the e-mail system for communication in a university setting and will provide the basic software for e-mail communication to all Bargaining Unit Faculty Members at no cost to the Member.

7.12 Internet Security and Privacy.

7.12.1 The University and the AAUP-WSU recognize the University’s right and obligation to provide the WSU community with high quality computer and network resources, to protect the security and integrity of the computer facilities owned and operated by the University, and at the same time to treat faculty electronic mail (“email”) and faculty computer files as private to the fullest extent permitted by law. The University and the AAUP-WSU agree that the rights and responsibilities of academic freedom apply to the use of the University’s computer and network resources.

7.12.2 Except under extraordinary circumstances described below, access by University personnel to faculty email requires the permission of either the sender or the recipient of the message. Similarly, access by University personnel to the content of a computer file in a faculty computer account or otherwise located on University computer hardware assigned to a faculty member ordinarily requires the permission of the faculty member to whom the account or hardware has been assigned. The only extraordinary circumstances in which University personnel may read or otherwise access faculty email or faculty computer files without the permission of an individual faculty member are as follows:

- when ordered to do so by a court;
- when ordered to do so pursuant to a subpoena or other legally enforceable order;
- when the email or computer file is a “public record” as defined in ORC 149.43 and a proper request is made;
- when required to comply with the law;
- when in the normal operation and maintenance of the University’s computer facilities, University staff inadvertently or inevitably open or otherwise briefly access an electronic mail message or computer file;
- when emergency entry is necessary to preserve the integrity of the University’s computer and network facilities or to preserve public health and safety;
• when the University has reasonable cause to believe that a “litigation hold” is necessary based upon knowledge by University Legal Counsel of the presentment of a claim or of a potential cause of action impacting the University. In such an instance, University Legal Counsel will so advise the affected faculty member. Following receipt of such notice, it is the faculty member’s legal responsibility to maintain copies of all email, computer files and other relevant electronically stored information until such time as the litigation hold is released, the litigation is completed or the retention time requirements under the university’s records retention policy are met, whichever comes last;
• when the University has reasonable cause to believe that a faculty member may be violating the law;
• when the University has reasonable cause to believe that the faculty member has committed academic misconduct; or
• when the University has reasonable cause to believe that immediate access is necessary to investigate a threat or to prevent physical harm to any person.

7.12.3 A Bargaining Unit Faculty Member who commits a criminal act through the use of the Internet access provided by the University shall be liable for all damages and costs incurred.

7.12.4 Whenever the University reads or otherwise accesses the e-mail or computer files of a Bargaining Unit Faculty Member without the Member’s permission, the University will promptly notify AAUP-WSU unless the University has a reasonable belief that such notification might jeopardize the preservation of records that are needed to conduct an investigation pursuant to Section 7.12.2 or otherwise inhibit an investigation conducted pursuant to Section 7.12.2.

7.13 Library Privacy. Where possible, the University Libraries shall make a good faith effort to adhere to the American Library Association Code of Ethics regarding use of information about Bargaining Unit Faculty Members as library patrons.

7.14 Legal Protection.

7.14.1 The University shall provide legal representation to any Member of the Bargaining Unit who is named a defendant in a civil action based on performance of the Member’s duties within the scope of employment. Legal representation will be at the Member’s request, subject to the approval of the Ohio Attorney General and in accordance with Ohio law. Pursuant to Ohio Revised Code Section 9.87 the University shall seek indemnification from the state for liability or judgment of any Member of the Bargaining Unit resulting from the performance of his or her duties for the University. Nothing in this Section is intended to expand or conflict with current Ohio law.

7.14.2 As long as the University continues to provide liability insurance coverage pursuant to ORC 3345.202 for any member of the University Board of Trustees or any University officer, the University shall continue to provide that level of liability insurance coverage for each Bargaining Unit Faculty Member.
7.15 Notice of Teaching Assignments. The parties agree that adequate notice of teaching assignments (here and below, meaning which courses they will teach, but not necessarily the scheduling of those courses at specific times) supports high quality instruction. Therefore, the University will make a good faith effort to inform Bargaining Unit Faculty Members of their teaching assignments at least two months before the beginning of any semester. Except under extraordinary circumstances, the University will inform Bargaining Unit Faculty Members of their teaching assignments at least four weeks before the beginning of any fall or spring semester (two weeks before the beginning of a summer term). Extraordinary circumstances include, but are not limited to, the death or illness or resignation of a faculty member which necessitates changes to teaching assignments in a department. When changes to teaching assignments are made in response to extraordinary circumstances after the aforementioned deadlines, the University will, in writing, promptly inform Members of any change(s) to their teaching assignments and the reason for the change(s).

7.15.1 The University will make a good faith effort to inform Bargaining Unit Faculty Members of the specific times when their assigned classes are scheduled at least four weeks before the beginning of any fall or spring semester (two weeks before the beginning of a summer term).

7.15.2 Bargaining Unit Faculty Members who are unable for medical reasons to accept a teaching assignment will promptly notify the University, with appropriate documentation, as far in advance as possible.
7.7.2 Chairs and Deans can call meetings that include Bargaining Unit Faculty Members at any other times during the calendar year--

Bargaining Unit Faculty Members on academic year appointments shall be given an opportunity to teach up to six (6) semester hours every Summer when the University schedules classes in their department that they are qualified to teach or other classes in their college that they have taught within the previous five years, unless –

They have summer grant support pursuant to Section 7.8.4 or an administrative assignment pursuant to Section 7.8.5, or
  they are denied opportunities for summer teaching as a disciplinary measure, or
  they have received an evaluation of "unsatisfactory" in teaching or service in the most recent annual evaluation pursuant to Section 11.2.1, or
  they have been given notice of termination or denied tenure in their final probationary year due, at least in part, to ineffective teaching, or
  they have completed a "terminal year" pursuant to Section 13.6.1, or
  they have resigned or retired with an effective date prior to or during the Summer Semester.

7.8.1.1 Effective with summer teaching in 2016, the provisions of Section 7.8.1 shall be modified as follows.

7.8.2 Department bylaws may include a system to determine which Bargaining Unit Faculty Members will receive summer teaching assignments when the requests for such assignments exceed the opportunities available.

7.8.2.1 Effective with summer teaching in 2016, Section 7.8.2 is replaced by the following.