Article 11-TET
Annual Evaluation
of Tenure Eligible and Tenured Bargaining Unit Faculty
(University, January 12, 2018)

11.1 The purpose of the University evaluation procedure described herein is twofold: to facilitate the professional development of Bargaining Unit Faculty; and to inform decisions regarding merit pay, reappointment to a different department, dismissal, tenure, and promotion. In this Article, whenever a reference to “department” is made, it shall be understood that this refers to the college in the College of Nursing and Health and the Lake Campus. For jointly appointed Bargaining Unit Faculty, “department” refers to the Member’s “primary” department, which is the academic unit in which a Member is appointed more than 50% (see Section 11.2.10).

11.2 Except as noted in Sections 11.2.8, 11.2.8.1 and 31.6.2, the Department Chair shall conduct an annual evaluation of every Bargaining Unit Faculty Member’s performance for the previous three calendar years in accordance with the teaching and service criteria set forth in Sections 11.3.1-11.3.2.2 and the Department’s annual evaluation criteria for scholarship set forth in its bylaws pursuant to Section 10.4.4.2. If the Member has completed less than three calendar years of service, the Chair’s evaluation will cover that period of time.

When a Member is assigned teaching or service outside the department, the Department Chair may request that the person to whom the Member reports when conducting such work (including Directors who are Bargaining Unit Faculty Members) provide feedback about the Member’s teaching or service. Chairs, Directors and others to whom the Member reports for responsibilities outside his or her primary department may offer unsolicited feedback, which the Chair will consider when conducting the annual evaluation of that Member.

Just as a Department Chair has the right to visit classes taught by Bargaining Unit Faculty Members in her or his department, Program Directors and Department Chairs have the right to visit a Member’s class that is offered in their Program or Department.

11.2.1 Except for those covered under Sections 11.2.8-11.2.8.1, for the areas of teaching and service, the Chair will provide a written evaluation and assign a score of 0 = “unsatisfactory,” 1 = “conditional merit,” 2 = “high merit,” or 3 = “exceptional merit.” The Chair’s evaluation will be based on:

a) the criteria set forth in Sections 11.3.1-11.3.2.2 (these criteria shall supersede the annual evaluation criteria for teaching and service found in a Member’s Departmental Bylaws);
b) the Member’s assigned workload;
c) the Member’s Faculty Activity Reports; and
d) other written materials available to the department chair and provided to the Member pursuant to Section 11.4.2.

11.2.1.1 Except for those covered under Sections 11.2.8-11.2.8.1, for the area of scholarship, the Chair will provide a written evaluation and assign a score of 0, 1, 2, 3, or 4 based upon the
Member’s Faculty Activity Reports and the annual evaluation criteria for scholarship specified in the Member’s Departmental Bylaws. This score shall apply to the Member’s performance in scholarship over the immediately preceding calendar year.

11.2.1.2 The chair will then average the annual evaluation scores in scholarship given over the previous three years, and multiply this average by 0.75 (thus giving a three-year scholarship score in the 0-3 range). Any three-year scholarship score less than one will be rounded upward to 1, since shortcomings in scholarship expectations result in adjustments to the workload.

11.2.2 Faculty whose performance in the previous three calendar years meets reasonable expectations of their assigned workload as specified in the criteria listed below receive the “high merit” score of two (2).

**Teaching**
- Mostly positive student evaluations
- Satisfies all essential teaching related behaviors from the list in Section 11.3.1.1

**Service**
- Untenured faculty:
  - Meets expectations for routine service as described in Section 11.3.2.1.
- Tenured faculty:
  - Meets expectations for routine service as described in Section 11.3.2.1 and
  - Meets requirements for expected service as described in Section 11.3.2.2.

11.2.3 A merit score of one (1), “conditional merit,” is assigned when the Member’s overall performance in the previous three years is below the expectations for “high merit” in the given category. Indicators of “conditional merit” include—

**Teaching**
- A significant number of student complaints and criticism directly related to the essential teaching related behaviors, or
- Minor shortcoming(s) in 3 or more essential teaching related behaviors, or
- Significant deficiencies in at least one essential teaching related behavior

**Service**
- Untenured faculty:
  - Falls short of meeting reasonable expectations of routine service
- Tenured faculty:
  - Quantity of service contributions represents less than the minimal requirements for expected service, or
  - Quality of service contributions is clearly below reasonable expectations
11.2.4 A merit score of three (3), "exceptional merit," is assigned when the Member's overall performance in the previous three years is substantially above the expectations for "high merit" in the given category.

**Teaching**
In addition to fully meeting the criteria for "high merit," the Member is recognized by students and faculty for her or his unusually strong contributions to student success.
- Recognizing the Member as rigorous and challenging, students seek out her or his classes or laboratory, or request the Member as a thesis/dissertation advisor.
- Former students often credit the Member for their academic and professional success.
- Faculty colleagues recognize the Member's unusually strong contributions to teaching.
- The Member has received national recognition for her or his teaching.

**Service**
- The quantity of documented service contributions for which no additional course release is provided is at least twice the requirements for expected service and
- The service includes significant leadership contributions resulting in substantial positive impact on the university, college, or department.

11.2.5 A merit score of zero (0), "unsatisfactory," is assigned when:

**Teaching**
- The Member's teaching is seriously deficient (ongoing failure to meet essential teaching related behaviors).

**Service**
- The Member contributes little or no service or the service contributions are clearly ineffective or unproductive.

11.2.6 The Department Chair will then assign to each area the workload-based percentage from the appropriate range-workload category below that gives the Member the maximum possible overall average. Using the scores (0-3) for teaching and service (pursuant to Sections 11.2 and 11.2.1) and the scores (1-3) for scholarship (pursuant to Section 11.2.1.2) and the percentage assigned for each area, the University will calculate an overall score rounded to the nearest 10th.

**Standard Workload**
- Teaching 50–60%
- Scholarship 25–40%
- Service 10–20%

**Teaching Focused Workload**
(One extra class in lieu of standard scholarship)
- Teaching 65–75%
- Scholarship 40–51.5%
- Service 10–20%
Teaching Intensive Workload
(Two extra classes and keeping scholarship current)
Teaching  88–85%
Scholarship  10%
Service  8–10%

Service Focused Workload
(Extra service in lieu of standard scholarship)
Teaching  60–60%
Scholarship  40–25%
Service  25–15%

Service Intensive Workload
(Service assignment equal to one courses and keeping scholarship current)
Teaching  40–60%
Scholarship  40–25%
Service  25–15%

Research Focused Workload
(One course reduced for superior scholarship)
Teaching  35–45%
Scholarship  40–65%
Service  10–20%

Research Intensive Workload
(Two courses reduced for superior scholarship)
Teaching  20–30%
Scholarship  40–65%
Service  10–20%

Alternative Workload (Equivalent combinations of teaching and/or scholarship and/or service with percentage weightings, as agreed to by the Member and the Department Chair).

Changing Workload.
If the Member’s workload changes during the three-year period, the chair will make a good faith effort to adjust the expectations and percentages proportionately.

11.2.6.1 The Chair may assign a different weighting from those listed above in either of the following situations:
a) The Chair is imposing discipline pursuant to Article 14.
b) The Chair is acting to correct a pattern of substandard performance extending for more than one year.

11.2.7 For Members who became Bargaining Unit Faculty Members or returned to the Bargaining Unit on or after January 1 of the preceding year, the provisions of Sections 11.2 through 11.2.6.1 will not apply, however unless
the Member requests in writing to have annual evaluation scores for teaching, service, and scholarship, and "an overall score rounded to the nearest 10th" assigned in accordance with the provisions of Sections 11.2 through 11.2.6.1.

In all cases, the chair will provide a written evaluation of the Member’s teaching, scholarship, and service to the extent it is feasible to do so. Such Members will be eligible for merit pay unless their teaching was unsatisfactory.

11.2.8. The Provost will conduct the annual evaluation of Members who are budgeted 75% or more outside their home department and who report directly to a provost or a vice president for more than one academic semester of the most recent year being evaluated. Each evaluation will be conducted in accordance with criteria that are contained in the Member’s job description and that are described in annual goals signed by the Bargaining Unit Faculty Member and the provost or vice president to whom she or he reports in the letter of appointment for that position.

11.2.8.1 The Members evaluated by the Provost pursuant to Section 11.2.8 shall be considered as a department for purposes of annual evaluation and distribution of merit raises pursuant to Section 11.7. The provost or vice president to whom each Member reports shall submit to the Provost a written evaluation of that Member based on the job description and signed goals. The Provost will assign merit scores consistent with these evaluations.

11.2.9 For a Member who was on approved sick or military leave for one or more semesters during the three previous calendar years, the Department Chair’s evaluation will not penalize the Member for having taken such leave but will be based upon the part of the previous three calendar years during which the Member was not taking such leave.

11.2.10 When evaluating Members who are jointly appointed (Section 11.1), Department Chairs of the Member’s primary department should solicit information regarding teaching and service from the Chair of the department in which a Member’s appointment is less than 50%. Information received is subject to Section 11.4.2.

11.2.11 When evaluating a Member who is assigned 40% or more to service or administrative responsibilities outside his or her primary department, the Department Chair should solicit information from the dean, provost or vice president to whom the Member reports.

11.3 Teaching and Service Criteria for Annual Evaluation.

11.3.1 Teaching:

11.3.1.1 Essential teaching-related behaviors include, but are not limited to the following:

a. preparation and distribution of syllabi
b. meeting class on a consistent basis, including on-time arrival and dismissal
c. professional classroom behavior
d. effective organization of course content and lectures
e. effective communication with students in and out of the classroom
f. effective delivery of appropriate content material
g. effective processes and materials for evaluating student learning
h. meeting the reasonable needs of students and advisees through availability during scheduled office hours, appointments, and online (when teaching distance learning)
i. teaching material that is current with the discipline

When evaluating assigned teaching for which the foregoing behaviors are not fully applicable, such as graduate student supervision, laboratory responsibilities, clinical instruction, service learning activities or fine and performing arts instruction, Department Chairs will adapt the essential teaching-related behaviors such that they are appropriate to the reasonable expectations for the specific teaching assignment.

11.3.2 Service:

11.3.2.1 Routine Service: All Bargaining Unit Members are obligated to perform “routine service,” which refers to basic faculty engagement in shared governance at the departmental level. The routine service obligation can be met by regular attendance at departmental meetings (an obligation regardless of other service that Members may perform) plus effective service on one reasonably active departmental committee (e.g., a committee dealing with curricular matters or program assessment), or the equivalent. Equivalent activities include serving on committees outside the department, working within programs and departments, assisting in developing and coordinating the curriculum, participating in program assessment, and other activities. These opportunities for “routine service” may vary across the University, but the magnitude of the “routine service” obligation does not vary significantly from unit to unit.

11.3.2.2 Expected Service: All tenured Bargaining Unit Faculty Members are obligated to effectively perform “expected service,” which involves some combination of active engagement and productive leadership. During the three-three-year period under consideration, Members are expected to actively and effectively participate in at least six of the following “engagement” activities (an average of two per year) and two “leadership” activities, or another equivalent combination of engagement and leadership.

Engagement

- Productively serving on a department, college, or university-level committee
- Serving on the faculty Senate
- Directing and leading a study abroad program
- Coordinating service learning courses/activities
- Engaging in service to the community that uses one’s professional expertise
- Serving as an active advisor to a student organization or activity (clubs, honorary societies, student case competitions, etc.)
- Mentoring and/or evaluation of peers (untenured TET BUFMs, tenured TET BUFMs of lower rank than the Member, NTE BUFMs, adjuncts, or graduate teaching assistants)
- Regular and active participation in professional organization activities
• Planning and coordination of WSU sponsored special events (such as language immersion days)
• Service to AAUP-WSU or the Ohio Conference of AAUP or the national AAUP
• The equivalent

Leadership
• Chairing an active and productive department, college, or university-level committee
• Developing internships or service learning courses, projects and partnerships
• Providing formal and substantial faculty mentoring
• Promoting student success through documented initiation of innovative strategies or a superior commitment to student advising
• Coordinating a substantial college, campus or community event or a policy or process change within the college
• Actively promoting alumni relations or engaging in fundraising
• Exercising documented leadership that draws on professional expertise outside the university in a professional or community association
• Effectively chairing a major government or community board
• Editing a substantial professional journal
• The equivalent.

The assigned duties of service for which a reduction in teaching is provided are not counted as engagement or leadership, as listed above. Extra initiatives and leadership in such a role, however, should be considered as engagement or leadership, as appropriate.

11.4 In preparation for the Chair’s evaluation, all Members of the Bargaining Unit will submit to the Chair by January 31—a Faculty Activity Report (FAR) consisting of:
(1) a list of their publications and grants during the preceding five calendar years,
(2) a report of their scholarly activity during the previous calendar year not listed in (1), and
(3) a report of their teaching and service during the preceding three calendar years.
If the Chair receives no FAR or an incomplete FAR from a Member, the Chair will use (1) the FAR (if any) that was submitted, including FARs received in previous years, and (2) any available student evaluation data. The chair has no obligation to use any other information.

11.4.1 In addition to any materials required by this Agreement or by Department bylaws, Bargaining Unit Faculty may include whatever material will provide evidence of successful teaching, scholarship or service.

11.4.2 The Department Chair may use other written materials if they document the Chair’s direct observation or are from identifiable sources. The Bargaining Unit Faculty Member shall be given a complete copy of such materials and provided the opportunity to respond to them in writing, and the Chair shall consider the Member’s response in writing her or his annual evaluation.

11.4.3 The Department Chair will use, in the annual evaluation, all peer evaluations of teaching (Section 10.4.4.1.1) she or he has received (if any) pursuant to Section 11.6.1.
11.4.4 After conducting the evaluations, the Department Chair will send to each Member of the Bargaining Unit a copy of his or her evaluation.

11.5 The Member who disagrees with the Chair's evaluation may send a written response to the Chair. This rebuttal shall be stapled to the original evaluation, forwarded to all other entities which receive a copy of the evaluation, and kept in the Department or College office as described in Section 13.3.

11.6 Annual Review for Untenured Bargaining Unit Faculty Members

11.6.1 Included in the Chair's annual evaluation of all untenured Members of the Bargaining Unit shall be a statement reflecting peer evaluation of the individual's teaching effectiveness (Section 10.4.4.1.1). The Chair and the tenured Members of the Bargaining Unit in the Department share joint responsibility for ensuring that peer evaluation is conducted each year.

11.6.2 Included with the Chair's annual evaluation of all untenured Members of the Bargaining Unit shall be a statement from the Chair summarizing the individual's cumulative progress toward obtaining tenure. (Section 13.7.1)

11.6.3 Independent of the Chair's annual evaluation, the Department Promotion and Tenure Committee shall provide all untenured Members of the Bargaining Unit with an annual statement summarizing the individual Member's cumulative progress toward obtaining tenure. (Section 13.7.1)

11.7 A Bargaining Unit Faculty Member shall be eligible for merit pay (if merit pay is available) when the overall merit score is 2.0 or higher.

The merit raise \( m \) for an individual Bargaining Unit Faculty Member will be determined as follows:

\[
 m = \frac{p_i \times M}{\sum_{j=1}^{n} p_j} + \frac{p_j \times b_j \times M}{\sum_{j=1}^{n} p_j \times b_j}
\]

where:

- \( M \) is the total merit pool for the Member's department, \( M = \sum_{j=1}^{n} b_j \times r \)
- \( r \) is the percentage merit increase as specified in Sections 23.2.2 and 23.3.2
- \( n \) is the number of Bargaining Unit Faculty in the Member's department
- \( p_i \) is the Member's "overall score rounded to the nearest 10th" as specified in Section 11.2.6
- \( b_i \) is the Member's base salary
- \( p_j \) and \( b_j \) are the overall score and base salary, respectively, for all the Bargaining Unit Faculty in the Member's department. (Here, \( j \) is equal to 1, 2, 3, and so forth, up to \( n \).)

11.7.1 In departments where some faculty are on academic year appointments and some faculty are on fiscal year appointments, merit raises \( m \) will be calculated as follows:
1. The base salary of each fiscal year faculty will be converted to an academic equivalent by multiplying each fiscal base salary \( b \) by \( \frac{9}{11} \)ths to obtain an adjusted base salary \( b^* \).

2. These adjusted base salaries \( b^* \) will be used in place of the corresponding fiscal base salaries \( b \) to compute an adjusted total merit pool \( M^* \).

3. The adjusted base salaries and the adjusted total merit pool \( M^* \) will be used to compute the merit raise \( m \) of each faculty member on an academic year appointment and the adjusted merit raise \( m^* \) of each faculty member on a fiscal year appointment.

4. For each faculty member on a fiscal year appointment, this adjusted merit raise \( m^* \) will be multiplied by \( \frac{11}{9} \)ths to determine the Member's actual merit raise \( m \).

If the merit pool \( M \) calculated in accordance with Section 11.7 using the actual base salaries of all Bargaining Unit Faculty (fiscal and academic) is insufficient to cover the total of merit raises when calculated using the procedure outlined in Section 11.7.1, then the University will adjust the pool to provide sufficient funds.

11.7.2 The merit raise for a Bargaining Unit Faculty Member who has no calculated overall score pursuant to Section 11.2.7 shall be computed by assigning the Member the average of the overall scores in her or his department pursuant to Section 11.2.6.

11.7.3 A Member who begins employment January 1 or later shall not be eligible for a salary increase during that calendar year. A statement in or attached to the offer letters for such Members will confirm that the base salary continues through the end of the first academic year (or, if applicable, fiscal year) of employment.

11.8 Annual Evaluation Grievances.

11.8.1 Grievances alleging that a Department Chair’s annual evaluation of a Bargaining Unit Faculty Member did not reasonably comply with a specific provision(s) of this Agreement or with a specific provision(s) of the Department or College Bylaws may be filed relating to a single year's evaluation.

11.8.1.1 Grievances pursuant to Section 11.8.1 must be filed not later than forty (40) days after a Bargaining Unit Faculty Member receives her or his annual evaluation or by June 1, whichever is later. Otherwise, procedures for such grievances are as specified in Article 16.

11.8.2 Grievances alleging that a Department Chair’s annual evaluations of a Bargaining Unit Faculty Member have been inconsistent with evaluations of other Members or in any other way involved a pattern of faulty judgment or prejudicial treatment, must refer to a period of at least three years, beginning no more than five years prior to the filing of the grievance.

11.8.2.1 Upon receiving a grievance pursuant to Section 11.8.2 the AAUP-WSU and the University shall form a four-member Evaluation Appeals Committee consisting of two members selected by the AAUP-WSU and two members selected by the University. None of the Committee members may be from the appellant's department.
11.8.2.2 The appellant's current department chair will be given an opportunity to submit a written response to the grievance, and the appellant will be given an opportunity to comment on or rebut the department chair's statement.

11.8.2.3 The Evaluation Appeals Committee shall review materials submitted by the appellant and any response submitted by the appellant's department chair. In addition, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee's questions in writing.

11.8.2.4 Following the review of materials and testimony relevant to the case, the Evaluation Appeals Committee will send to the Provost and to the AAUP-WSU a report stating whether or not a significant pattern of inconsistent evaluations is substantiated, the basis for its findings, and its determination of revised evaluations for the affected years.

11.8.2.5 If the Evaluation Appeals Committee revises any annual evaluations for the grievant, the University and the AAUP-WSU will jointly calculate the grievant's current base salary as it would have been if the revised evaluations had been awarded in the affected years.

11.8.2.6 Because the decisions of the Evaluations Appeals Committee are final, grievances submitted to that committee are not subject to arbitration by an external arbitrator.

11.9 Because these new procedures and criteria represent a significant change from previous practice, the AAUP-WSU and the University will meet in April 2015, 2016 and 2017 to review whether scores have been assigned consistently within each department and in a manner consistent with the applicable criteria as specified elsewhere in this Article 11 and (for scholarship) in departmental bylaws. If the parties are not able to agree on needed adjustments (if any), and AAUP-WSU believes either that scores have not been assigned in a consistent manner within each department, or that scores have been assigned in a manner not consistent with the applicable criteria, then AAUP-WSU can take the matter directly to arbitration as specified in Section 16.6 and subsections.