

MEMORANDUM OF UNDERSTANDING ON WORKLOAD TRANSITIONING FROM QUARTERS TO SEMESTERS November 12, 2010

The University and the AAUP-WSU agree to the terms described below as Wright State University makes the transition from quarters to semesters. **Part 1** consists of provisions that will be incorporated into a university workload policy. **Part 2** sets forth transitional agreements regarding implementation of the workload policy, summer teaching, and changes to the CBA appropriate to the semester conversion. No provision in either part of this agreement can be taken to imply a change in any department bylaws (college bylaws in the case of CoNH and Lake Campus) regarding the requirements for annual evaluation of merit or for promotion and tenure.

PART 1. SEMESTER-BASED WORKLOAD POLICY PROVISIONS

A. FACULTY WORKLOADS AT WSU

Faculty work consists of teaching, scholarship and service. The work of individual faculty members varies greatly, as each person contributes to the mission of the university. Collectively, the WSU faculty far exceed the workload expectations set forth below in a variety of ways. This policy is not intended to set limits or to regulate what faculty members do but rather to provide the foundation of responsibilities for an academic year. Creativity and innovation that further the mission of the university are encouraged within a framework of accountability.

B. SETTING WORKLOADS

By January 31, all faculty members submit (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. (change per 11 Sept. 2014 MOU)

The process for determining individual faculty workloads is as follows. In addition to the formal process set forth below, faculty are encouraged to seek informal resolutions of differences that may arise.

1. ~~By January 15, each faculty member submits a faculty activity report on the previous calendar year and a requested workload for the next academic or fiscal year.~~ Any requested workload that departs from either the Standard Faculty Workload as defined below or the faculty member's workload for the previous year should contain a brief explanation based on the criteria for modifying the workload as set forth below under "Alternative Faculty Workload." Any late submission will be assumed to be a request for a standard workload.
2. ~~By February 28,~~ the chair (dean in the case of CoNH and Lake Campus) accepts or modifies the request and returns it to the faculty member with a workload assignment, which shall include an explanation for anything that differs from either the standard workload (as set forth in the section of this Agreement titled "Standard Faculty Workload" below) or the faculty member's request. This workload assignment must indicate the number of courses to be taught by the faculty member during the next year, but it does not have to identify what specific courses will be assigned or the number of courses taught in any specific semester. If the workload assignment differs from what the faculty member requested, then the chair will send promptly a copy of the faculty member's request and the workload assignment to AAUP-WSU and the provost.
3. Upon request of either the chair or faculty member, the two will meet to discuss the faculty member's workload for the next year.

March 15
(change per 11 Sept. 2014
MOU)

4. If the chair alters the workload assignment, she or he will give the faculty member a revised workload assignment promptly. In this event, the chair will send at the same time a copy of the faculty member's request, the chair's initial workload assignment, and the revised workload assignment to AAUP-WSU and the provost.
5. The workload assignment may be modified by the provost in order to ensure consistent application of this workload policy (in which case the provost will give the faculty member a revised workload statement promptly, with a copy sent to AAUP-WSU), and any such modifications must be accompanied by an explanation for the changes.
6. Within 10 working days of receiving a workload assignment, a faculty member or the AAUP-WSU may submit an appeal to the Provost, who will then ask the Faculty Governance Committee (FGC) for a recommendation regarding the appeal. The FGC will make a written recommendation to the Provost as to whether the workload assignment is consistent with this Agreement, and if not, what modifications are needed in order to correct the inconsistency, and the Provost will inform the faculty member and the AAUP-WSU of her or his decision, along with a written explanation.

C. STANDARD FACULTY WORKLOAD

The workload requirement for each faculty member with an academic (9 month) appointment, consists of the "standard" teaching, scholarship and service, as described below, or an equivalent alternative.

1. Standard scholarship. A faculty member fulfills Standard Scholarship Expectations by producing during the previous five calendar years at least 50% of the requirements for promotion to Associate Professor in that department. The previous five calendar years used to determine a faculty member's academic year 2020-2021 workload, for example, are 2015-2019. In a case where an odd number of publications (or other works of scholarship) are required for promotion to Associate Professor, the nearest whole number which is less than 50% will fulfill this requirement if it is accompanied by other scholarly productivity such as published proceedings, a chapter in a scholarly book, papers presented at professional meetings, book reviews in scholarly journals, or the equivalent.

- a. A requirement for both grants and publications can be satisfied with 100% of the bylaws requirement in one category and 0% in the other, as long as the faculty member has, within the five calendar years, submitted at least one qualifying article for publication and one application for a qualifying grant that would, if accepted, satisfy some portion of the 50% requirement within the five calendar years. Likewise, 25% of one requirement and 75% of the other will be satisfactory; etc.
- b. In the case of bylaws that identify three levels of scholarship achievement for promotion to Associate Professor, standard scholarship will be based on 50% of the middle level requirement.
- c. Department Bylaws (college bylaws for the College of Nursing and Health, and for the Lake Campus) may include statements that further clarify or modify the requirement for standard scholarship.

2. Standard service. ~~A faculty member fulfills standard service expectations by meeting the requirements for a meritorious service rating or the equivalent.~~

3. Standard teaching. A faculty member fulfills standard teaching expectations by successfully performing the duties of the "standard teaching load" in that faculty member's college or department.

A tenured faculty member fulfills standard service expectations by meeting the requirements for "expected service" as set forth in the CBA; an untenured faculty member fulfills standard service expectations by meeting the requirements for "routine service" as set forth in CBA. (change per 11 Sept 2014 MOU)

The “standard” teaching load for each college is based on a “norm” that includes a defined number of 3 or 4 credit hour classes (units in CoNH) plus additional teaching duties that are routinely performed by faculty in that college, similar to examples provided below. The “standard” teaching “norm” for each college is as follows:

- RSCOB** 5 classes per year (at least 3 credit hours each) plus participation in routine curricular, assessment, and student mentoring activities
- CECS** 4 classes per year (3-4 credit hours each) In addition, CECS faculty are expected to engage in a variety of teaching activities such as undergraduate project advising (senior design teams, design competition teams, undergraduate honors theses, etc.), M.S. thesis advising, Ph.D. dissertation advising.
- CEHS** 5 classes per year (at least 3 credit hours each) In addition faculty are expected to successfully complete one or more of the following on an annual and ongoing basis: advising graduate students; directing theses; supervising student teaching, interns/practicum students; preparing accreditation reports; coordinating partnerships with schools/districts, clinical placements, programs; developing curricula; assessing student outcomes; and other duties necessary for the operation of nationally accredited degree programs in CEHS.
- LAKE** ~~6 courses per year (at least 3 credit hours each) for non-lab science faculty; 4 courses per year (4 hour courses) for lab science faculty; plus (for all faculty) routine curricular, assessment, and student mentoring activities.~~ 6 courses per year (at least 3 credit hours each) for non-lab-science faculty; 5 courses per year (4 hour courses) for lab-science faculty and for non-lab-science faculty who are assigned five 4 hour classes; plus (for all faculty) routine curricular, assessment, and student mentoring activities. (change adopted in August 5, 2015 MOU)
- COLA** 5 classes per year (at least 3 credit hours each); the equivalent in Theatre, Dance and Motion Pictures and in Music (40 units per year in Music). In addition, faculty are expected to advise departmental and interdisciplinary majors and students enrolled in classes. Faculty in performing arts are expected to prepare for and in some cases participate in performances.
- CONH** ~~20 units per year (maximum of 3 courses per semester) plus participation in routine curricular, assessment, and student mentoring activities~~ 5 courses (3-4 hours) per year or the equivalent plus participation in routine curricular, assessment, and student mentoring activities with important details in August 5, 2015 MOU
- COSM** 4 classes per year or the equivalent, for faculty in comprehensive departments; coordinated teaching roles for faculty in matrix departments, reasonably consistent with past practice. Substantial student research supervision or responsibility for course labs involving substantial faculty preparation may count towards the number of courses taught by faculty in comprehensive departments. In addition faculty are expected to successfully perform customary additional teaching duties.

A teaching assignment differing from the standard teaching loads described above may be regarded as equivalent to those standard teaching loads if the different assignment –

- is due to curricular or scheduling decisions with which the affected faculty members in a department or program have collectively agreed, or
- entails class sizes significantly smaller or larger than those of other faculty in the faculty member’s department, or
- is due to significant variations from the normal additional duties in a department or college.

Department of **Music** faculty, see the MOU at <http://www.wright.edu/administration/aaup/2013.12.05-Music-Workload-MOU.pdf>

D. ALTERNATIVE FACULTY WORK LOADS

An alternative workload consists of a combination of teaching, scholarship, service that is equivalent to the “standard workload.” One faculty member might undertake less service or scholarship in order to teach a larger load. Another might pursue less teaching or research in order to take on a substantial service obligation or administrative responsibility. These alternative loads entail increases and decreases in the standard teaching load, as follows:

1. Scholarly productivity that does not reach the threshold requirement for standard scholarship will result in an increase in the teaching assigned: one class per year added when the individual has demonstrated ongoing productivity through publications, papers presented, book reviews, grants, or other products of scholarship; two classes per year added when the individual’s record has little or no evidence of scholarly productivity. No more than two classes per year will be added because of scholarship that does not meet the standard expectation.
2. Superior Scholarship: Scholarly productivity that is nationally or internationally recognized as extremely high in impact and prestige may lead to a reduction in the standard teaching load. Normally, such accomplishments exceed 200% of the research requirements for Associate Professor, although a large number of publications alone or grants alone is not sufficient for a course reduction.
3. When it is not recognized as scholarship in the relevant department’s bylaws, a textbook published by a highly regarded publisher, or an equivalent work, will be credited as fulfilling a portion of the standard scholarship requirements. Unless department bylaws specify otherwise, an authored first edition of a substantial textbook will normally be regarded as the equivalent of two scholarly peer-reviewed articles.
4. Service that is clearly below expectations for “meritorious” in service will result in an increase in the teaching assigned. No more than one class per year will be added because of service that does not meet the standard expectation.
5. Faculty members who accept substantial service assignments (including administrative responsibilities) from the University may receive teaching load reductions, as agreed to by the faculty member and the University.
6. External service responsibilities and accomplishments that are recognized as extremely high in impact and that bring considerable renown and prestige to the university may lead to a reduction in the standard teaching load. A large number of service activities is not sufficient for a course reduction.
7. Faculty who are appointed to unusual work assignments may receive continuing teaching load reductions for the period they hold such appointments.
8. A faculty member and the University may agree to a teaching load reduction paid for directly from a grant or contract at customary rates within the faculty member’s college.

E. RETURN TO STANDARD SCHOLARSHIP

The award of tenure confirms that a faculty member has met the standard scholarship expectations during her or his probationary period. In the years after being awarded tenure, however, the focus of some faculty members may shift such that they do not fulfill the standard scholarship requirements for one or more years. Because of an administrative assignment or substantial service a faculty member may have suspended scholarship activity, for example. Another faculty member may have completed reduced scholarship because of an elevated teaching load. Regardless of the reason for past levels of productivity in scholarship, a faculty member will be assigned the standard load in scholarship when he

or she identifies a realistic plan for meeting the standard load expectations, including specific agreed-upon outcomes to be achieved in the coming year. The plan might include an outcome such as a submitted grant proposal or refereed scholarly article, chapter(s) in a book that have been completed, or substantial research gathered for a larger research project. The plan must also include documented preparation for the proposed project. If the faculty member satisfactorily achieves the agreed to outcome for an individual year and submits appropriate outcomes for the following year, then he or she will be permitted to continue with a standard research assignment the next year. If the faculty member does not meet the agreed-upon outcomes, then his or her service or teaching will be increased for the following year. To be acceptable, outcomes must be high quality, publishable scholarly products or well developed grant proposals that involve substantial scholarly work done during the previous academic year. Chairs are not obligated to accept plans that do not meet these criteria.

F. WORKLOAD ASSIGNMENTS FOR UNTENURED ASSISTANT PROFESSORS

Normally, untenured Assistant Professors will be assigned no more than the standard teaching load in their department, are expected to pursue scholarship that will result in timely completion of tenure and promotion criteria, and will be encouraged to take on limited service obligations so as to meet minimal expectations without interfering with their teaching and scholarship.

Assignment of an untenured Assistant Professor to more than the “standard teaching load” requires approval of the Provost.

PART 2. IMPLEMENTING THE WORKLOAD POLICY AND MODIFYING THE CBA

A. MATTERS CONCERNING CALENDAR

The parties have agreed to a specific calendar for Fall, Spring, and Summer semesters for 2012-2013, including lengths of class meetings.

Section 9.1 of the CBA will be modified to include the following.

9.1 The academic year is divided into two semesters of fifteen weeks (fourteen weeks of instruction and one week of final examinations) plus a summer semester. The summer semester will consist of one twelve-week term (C term) that is further divided into two terms of six weeks each (Terms A & B). The fall semester will end mid-December. When developing the calendar for a specific academic year the parties will make a good faith effort to include 70 instructional days in each semester. Standard course scheduling during these semesters will provide for 55 minute Monday-Wednesday-Friday classes and 80 minute Tuesday-Thursday classes.

The summer semester will begin one week after the end of spring semester final exams and includes final examination days on the last Thursday of A, B and C terms.

Each six-week summer session has 23 instructional days with 100 minutes per class, plus one exam period of 100 minutes, for a conventionally scheduled three semester hour class meeting four days a week during the summer. Use of the A term final examination day by C term classes is a matter of instructor discretion.

B. MERIT PAY AND ANNUAL EVALUATION CONSIDERATIONS

The parties recognize that annual evaluation and merit score issues may arise in light of the workload provisions of this agreement, and therefore agree to make a good faith effort to address these issues in negotiations for the successor of the CBA expiring June 30, 2011. The parties anticipate decreasing the percentage weight for research when teaching is increased based on less-than-standard scholarship; and that the research percentage will be reduced in relation to the added teaching but not to zero.

C. ESTABLISHING WORKLOADS FOR 2012-2013

Faculty workloads for 2012-2013 (the first academic year in which faculty workloads will be established consistent with the provisions of this Agreement) will be established according to the process set forth in the University Workload policy, but with earlier submission dates as follows: By October 15, 2011 each BUFM submits a requested workload for the 2012-2013 academic or fiscal year, and by December 1, 2011 the chair (dean in the case of CoNH and Lake Campus) accepts or modifies the request and returns it to the faculty member.

D. MEETING STANDARD SCHOLARSHIP EXPECTATIONS (2012-2016)

Beginning with the 2012-2013 academic year, a BUFM can meet the expectations for standard scholarship based on his or her productivity during the previous five calendar years as described in the Workload Policy Provisions. The parties recognize, however, that many BUFMs did not know before the approval of this Agreement that their scholarly productivity could impact their teaching loads. Therefore, any BUFM who requests an opportunity to begin the "Return To Standard Scholarship" process in any one of the 2012-2013, 2013-2014, 2014-2015, or 2015-2016 academic years will be allowed to do so regardless of that individual's past levels of scholarly productivity.

E. COLLECTIVE TEACHING LOADS

The parties anticipate that the overall on-load teaching of BUFMs will approximate the number of classes (or units) per year identified as the "standard" in each college and in the university overall. If the assigned teaching for BUFMs in 2012-2013, 2013-2014, or 2014-2015 departs from this expectation, then the parties will meet to determine whether the departure is consistent with the March 2, 2009 "Memo" and this Agreement and, if not, to make adjustments accordingly.

F. STANDARD TEACHING LOADS AND THE CURRICULUM

The standard teaching "norm" for each college is predicated on the assumption that the proportion of 3 and 4 hour courses in each college and department will correspond to patterns anticipated at the end of Spring Quarter 2010.

G. ESTABLISHING PAST PRACTICE

During the Fall of 2015 the AAUP-WSU and the University will meet to review the workload assignments during the first three semester years at the university: 2012-13, 2013-14, and 2014-15. The objective of these meetings will be to determine whether the actual workloads assigned to Bargaining Unit Faculty during the first three years—

1. have met the conditions set forth in item #1 of the March 2, 2009 “Memo of Understanding Concerning Workload and Conversion to Semesters” and with this Agreement,
2. are consistent with the CBA and Department Bylaws,
3. have been reasonably consistent between faculty members and academic units, and
4. have resulted in reductions in sections taught due to superior scholarship that are no less than 90% of the increases in sections taught due to research productivity that does not reach the threshold requirement for standard scholarship.

If the AAUP-WSU and the University agree that the assigned workloads have reasonably met the foregoing four tests, then the assignments made in 2012-13, 2013-14, and 2014-15 will constitute the past practice against which future workload assignments will be compared. If the parties do not agree to accept these as past practice and also cannot agree to an alternative way to determine faculty workloads, then the matter will be submitted for binding arbitration.

As semester-based past practice is being established in 2012-13, 2013-14 and 2014-15, BUFM teaching assignments will comply with the following:

1. No BUFM will teach more than 24 semester hours on-load per year.
2. The maximum on-load teaching assignment for a BUFM in a given year will be no more than the maximum on-load assignment for lecturers and instructors
3. The total teaching, scholarship and service required of a jointly appointed BUFM will be no more than the standard teaching, scholarship and service requirements of her or his primary department.

The additional teaching duties performed by BUFMs as part of the standard teaching load will be consistent with overall past practice in each individual college.

H. WORKLOAD INFORMATION

No later than September 1 of each year, the University will provide to the AAUP-WSU a list of every BUFM, showing for each one, for the current academic year, the number of additional (or fewer) sections assigned due to scholarship, and the number of additional (or fewer) sections assigned due to service (or as may be appropriate an equivalent to the number of sections).

I. SUMMER

Summer teaching will be compensated at $1/36^{\text{th}}$ of a BUFM's academic year base salary per credit hour for up to a maximum of 6 credit hours per six-week term. In order to preserve income opportunities for bargaining unit faculty, the University will guarantee that in the summer semesters of 2013, 2014, and 2015 the number of semester credit hours for which BUFMs are paid $1/36^{\text{th}}$ of their base salary will be no less than the number of quarter credit hours for which BUFMs were paid $1/36^{\text{th}}$ of their base salary in Summer 2009. In each college, the number of credit hours for which BUFMs are paid $1/36^{\text{th}}$ of their base salary will be no less than 95% of what it was in Summer 2009. This guarantee does not apply to any individual faculty member, and it does not otherwise alter the opportunities set forth in CBA Section 7.8.1. However, the University is not obligated to provide or to pay for summer teaching opportunities in the university overall or in any individual college that exceed the BUFM requests for summer teaching pursuant to Section 7.8.1 and Appendix I of the 2008-2011 CBA (or analogous provisions in the successor CBA). During the Fall of 2015 the AAUP-WSU and the University will meet to review the summer

teaching assignments of BUFMs during the first three Summer Semesters: 2013, 2014, and 2015. The objective of these meetings will be to determine whether scheduling needs have been met for students and income opportunities preserved for BUFMs. If either objective has not been reasonably met, the AAUP-WSU and the University will consider necessary and appropriate adjustments to achieve both. If agreement is not reached, the matter will be submitted to binding arbitration.

J. CLASSROOMS

If, after a good faith effort, it becomes apparent that the agreed-upon BUFM workload cannot be accommodated by existing classrooms at the Dayton or Lake Campus, the University and the AAUP-WSU will meet to consider necessary and appropriate short term adjustments.

K. COLLECTIVE BARGAINING PROVISIONS

The 2011-2014 CBA will be changed effective Fall Semester 2012 consistent with the foregoing agreements, and references to “quarter” will be changed to “semester.” In addition, the parties agree that the following specific provisions (or equivalent language) will be incorporated in the 2011-2014 CBA, effective Fall Semester 2012.

8.7 “The University will grant a pool of 7 course releases per fiscal year for the AAUP-WSU. During the term of the Agreement, the AAUP-WSU may purchase up to an additional 7 course releases per fiscal year at a rate of \$375 per credit hour. In 2013-2014 the AAUP-WSU may purchase an additional two course releases to be used exclusively for its Negotiating Team Members at a rate of \$375 per credit hour.”

8.7.1 “The AAUP-WSU may use its pool of course releases to grant release time from research to individuals not eligible for release time from teaching. The AAUP-WSU will certify that release time from research is equivalent to a specified number of three-hour classes. . . .”

9.1 The academic year is divided into two semesters of fifteen weeks (fourteen weeks of instruction and one week of final examinations) plus a summer semester. The summer semester will consist of one twelve-week term (C term) that is further divided into two terms of six weeks each (Terms A &B).

Section 19.1 will be deleted and replaced with the following:

Faculty workload requirements are set forth in a faculty workload policy in the *Faculty Handbook*. If the AAUP-WSU believes that the assigned workload of one or more Members is inconsistent with specific provisions of that Policy or Agreements between the AAUP-WSU and the University, it shall have the sole right to submit the matter to an external arbitrator within thirty (30) days of receiving the Provost’s response to an appeal from an individual Member or from the AAUP-WSU. The definition of days refers to the time limits established in 16.2.6. Procedures for such arbitration shall be in accordance with those specified in Sections 16.6-16.9.

23.5 Minimum overload salary rates per credit hour will be \$560 for Assistant Professors, \$670 for Associate Professors, and \$750 for Professors.

23.6 “Two semesters” substitutes for “three quarters.”

23.6.1 "A Bargaining Unit Faculty Member will receive $1/36^{\text{th}}$ of his or her annual base salary for the preceding two semesters per scheduled credit hour of summer up to a maximum of six credit hours per six-week term when teaching a single six-week term each summer."

23.6.2 "six and "twelve" weeks substitutes for "five" and "ten" weeks.

23.6.3 "A Member's salary will be calculated at an overload rate, pursuant to Section 23.5, for teaching more than six credit hours in a single six week term or more than twelve credit hours across twelve weeks of a single summer."

23.6.4 and 23.6.5 will be deleted.

23.6.10 Minimum summer quarter research salaries will be \$62 per semester hour (undergraduate), \$104 (master's), and \$207 (Ph.D.).

29.2.1 "Academic year of service," as used in Section 29.2, is defined as both Fall and Spring semesters of an academic year.

29.3.1 "If granted one semester leave, a Member will receive—

- one semester leave at 100% pay, or
- two semesters leave at 75% pay."

29.3.2 If granted two semesters leave, a Member will receive two semesters at 100% pay.

29.3.3 will be deleted.

29.3.4 "For Members with fiscal appointments, one semester leave is equal to four and one half months."

29.4 "Number of Professional Development Leaves. Each year the University shall provide the opportunity for Professional Development Leave semesters up to a number equal to twenty percent of the eligible Bargaining Unit Faculty Members in each College."

29.5.3 ... the number of semesters of PDL that should be awarded (zero, one, or two) based on the criteria in Section 29.6.2.

31.1.2.1 ... For the purpose of Member fee remission, there are three semesters per year: fall, spring, and summer. ...