

**Memorandum of Understanding
Pertaining to
Workload for NTE Bargaining Unit Faculty**

September 20, 2013

The AAUP-WSU and the University agree to workload provisions of a university policy that apply to NTE (non-tenure-eligible) Bargaining Unit Faculty; these provisions are specified under “Workload Provisions of a University Policy that Apply to NTE Bargaining Unit Faculty” below. The parties recognize that the complete university workload policy will be outside the CBAs (collective bargaining agreements) and will pertain to faculty in the NTE Bargaining Unit, faculty in the TET (tenure-eligible and tenured) Bargaining Unit [see (a) the “Memo of Understanding Concerning Workload and Conversion to Semesters” dated March 2, 2009 and (b) the “Memorandum of Understanding on Workload Transitioning from Quarters to Semesters” dated November 12, 2010], and faculty in neither Bargaining Unit. Therefore, the complete university workload policy will be subject to Faculty Senate and Provost approval. While some of the language in the University Workload Policy will differ from the wording in these MOUs, it is agreed that the complete University Workload Policy will not diminish, alter, conflict with, or delay the provisions specified under “Workload Provisions of a University Policy that Apply to NTE Bargaining Unit Faculty” below.

The parties agree that changes to the provisions specified under “Workload Provisions of a University Policy that Apply to NTE Bargaining Unit Faculty” below (or to the complete university workload policy) that directly affect the teaching, scholarship, or service of NTE Bargaining Unit Faculty Members will require a signed agreement between the University and the AAUP-WSU. If either party proposes a change, the University and the AAUP-WSU will attempt to develop alterations to which both parties agree. If the parties are not able to reach a mutually acceptable solution to a proposed change, either party may submit the issue to binding external arbitration. However, neither party is permitted to submit an issue to binding external arbitration any sooner than September 1, 2016; nor can either party submit an issue (or issues) to binding external arbitration more often than once every three years (every 1095 days).

If binding external arbitration occurs, the parties will use procedures set forth in Sections 16.6.1-16.6.3 of the CBA for NTE faculty.

**Workload Provisions of a University Policy that Apply to NTE
Bargaining Unit Faculty**

A. RESPONSIBILITIES

NTE faculty, including Senior Lecturers, Lecturers, Instructors, Clinical Faculty, and Visiting Faculty, are primarily responsible for teaching and service, although some have special administrative assignments, and some may have research expectations. All NTE faculty with academic (9 month) appointments are assigned a Standard Workload as

defined, below, in Section B, or an equivalent Alternative Workload as defined, below, in Section D.

January 31
(change of date made in MOU of September 11, 2014)

By ~~January 15~~, each faculty member submits a faculty activity report on the previous calendar year. This report should specify the Member's teaching and service activities and, in particular, should document the Member's "routine service" and (where appropriate) "significant service."

B. STANDARD WORKLOADS

FACULTY RANK	STANDARD WORKLOAD
Visiting Faculty	Typically defined in the offer letter
Instructors in their first four years of employment at that rank	Intensive Teaching plus Routine Service
Instructors in their fifth or sixth year at that rank, Lecturers, Senior Lecturers, Clinical Instructors, and Clinical Assistant Professors	Standard Teaching plus Significant Service

C. DEFINITIONS

Routine Service

At a minimum, NTE faculty at all ranks are responsible for teaching and for "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.

Significant Service

Instructors who have completed at least four years of employment at that rank, Lecturers, Senior Lecturers, and Clinical Faculty members have potentially a longer-term relationship with the University. Consequently, they are expected to perform "significant service," which must include "routine service" specified above, and other university service activities, and may also include service to the community or the profession in ways that rely upon a Member's professional expertise. All such service should *either*

support and further the mission, goals or strategic plans of the department, college, or University, *or* address the needs of the community or the profession in ways that rely upon a Member's professional expertise. Whatever the number of activities, however, "significant service" is characterized more by quality than by quantity, and it should make a significant contribution to the department, college, University, community, or profession. Active and engaged involvement in appropriate committees, participation in appropriate faculty searches, participation in important college and university governance structures, leadership in aspects of department, college, or university life, and work in professional organizations, among other things, are all examples of "significant service." See below for a more extensive list of examples. These opportunities for "significant service" may vary across the University, but the magnitude of the "significant service" obligation does not vary significantly from unit to unit. Since in relation to total workload, "significant service" will be the approximate equivalent of teaching one additional class over the course of an academic year, the time devoted in a given year to "significant service" should be equivalent to the time devoted to teaching one three- to four-hour class.

Faculty members and their Department Chairs share responsibility for opportunities to engage in "significant service", though the primary responsibility rests with the individual faculty member. Faculty should not passively expect such opportunities to come to them, and Chairs should bring such opportunities to the attention of faculty, especially those who are not or may not be engaged in "significant service."

Examples of activities that count toward Significant Service

The activities listed below are some but not all examples of activities that count toward "significant service."

- Effectively chairing or serving on a department, college, or university-level committee
- Serving on the faculty Senate
- Directing or coordinating a program
- Directing and leading a study abroad program
- Serving as a thesis director or student project director
- Advising students
- Implementing a departmental or college initiative or study
- Coordinating service learning courses/activities
- Developing new teaching materials or course plans for multiple sections
- Engaging in service to the community that uses one's professional expertise
- Serving as advisor to a student organization or activity (clubs, honorary societies, student case competitions, etc.)
- Managing or supervising student internships, practicums, or projects
- Serving on the board of an organization (professional, business, community, etc.)
- Mentoring and/or evaluation of peers (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)

- Presentations or participating on panel discussions for internal or external organization training seminars, workshops or meetings (CTL, staff development programs, external professional organization, community organization)
- Participation in university activities such as campus open house, blood drive, student orientation, alumni relations/fund raising, and student recruitment
- Coordinating or performing activities that support multiple sections of common or core classes within a discipline (textbook evaluation, assessment, TAG requirements, development of common syllabus or other materials, etc.)
- Obtaining and maintaining professional licenses and/or certifications
- Reviewing books, journals or other manuscripts
- Coordinating a special project or task force
- Participation in professional activities, either paid or unpaid, related to the faculty member's teaching discipline
- Coordination or maintenance of labs
- The equivalent of any of the above

Intensive Teaching

Approximately 24 credit hours per year (no more than 72 hours in a three year period) for those teaching primarily 3-hour courses (eight 3-hour courses), or approximately 28 credit hours per year (no more than 84 hours in a three year period) for those teaching primarily 4-hour courses (seven 4-hour courses), or the equivalent.

However, for Instructors who have not completed four years at that rank and who are Bargaining Unit Faculty Members as of September 1, 2013, the preceding paragraph is replaced by the following:

Approximately 24 credit hours (eight 3-hour courses or six 4-hour courses) or the equivalent.

Standard Teaching

RSCOB 7 courses per year (at least 3 credit hours each) or the equivalent.

CECS 6-7 courses per year (3-4 credit hours each). Where an NTE faculty member teaches solely or primarily three-hour courses, the load will be 7 courses per year. Where an NTE faculty member teaches solely or primarily four-hour courses, typically with a laboratory component, the load will be 6 courses per year. The college will develop reasonable accommodations for faculty whose teaching responsibilities are a mixture of courses with and without labs.

CEHS 7 courses per year (at least 3 credit hours each) or the equivalent.

LAKE 7 courses per year (at least 3 credit hours each) for non-lab-science faculty; 6 courses per year (4 hour courses) for lab-science faculty.

COLA 7 courses per year; the equivalent in Theatre, Dance and Motion Pictures and in Music (42 units per year in **Music**)

7 courses (3-4 hours) or the equivalent with important details in August 5, 2015 MOU

Faculty in performing arts are expected to prepare for and in some cases participate in performances. If these hours are not counted as teaching, they will count as service.

CONH ~~24 points per year (clinical assignments and no more than three didactic classes per semester)~~

COSM 6-7 courses per year (3-4 credit hours each). Where an NTE faculty member teaches solely or primarily three-hour courses, the load will be 7 courses per year. Where an NTE faculty member teaches solely or primarily four-hour courses, typically with a laboratory component, the load will be 6 courses per year. The college will develop reasonable accommodations for faculty whose teaching responsibilities are a mixture of courses with and without labs.

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:

- a. is due to curricular or scheduling decisions with which the affected faculty members in a department or program have collectively agreed, or
- b. entails class sizes significantly smaller or larger than those of other faculty in the faculty member's department.

D. ALTERNATIVE WORKLOADS

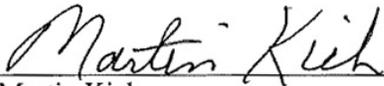
1. Faculty members who accept substantial service assignments (including administrative responsibilities) from the University may receive teaching load reductions, as agreed to by the faculty member and the University.
2. A Member who is eligible for "significant service" but wishes to engage only in "routine service" may make that choice and then be assigned Standard Teaching plus one additional class per year. Members should declare this choice in writing to the Department Chair by ~~January 15~~ for the upcoming academic year; the Department Chair will provide copies of that declaration to the Provost and to AAUP-WSU.

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3. Members who do not make such a declaration may be assigned one additional class per year if they are not engaged in "significant service" and,
 - a. have been notified in writing by the Department Chair that (1) they are not engaged in significant service and (2) they will consequently be assigned one additional course per year, and

- b. have not corrected the shortfall in service within one academic semester after receiving such notice.

In all cases, a Member who is assigned one additional class per year will receive written notice of the additional class at least two months before the additional class is assigned, and copies of the notice will be given to AAUP-WSU, the Dean, and the Provost.

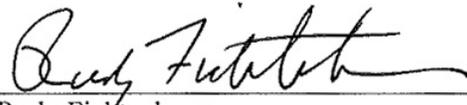
- 4. **Appeals** Within 10 working days of receiving written notice of an additional class, a faculty member or the AAUP-WSU may submit an appeal to the Provost, who will then ask the Faculty Governance Committee (FGC) for a recommendation regarding the appeal. The FGC will make a written recommendation to the Provost as to whether the additional class is consistent with this Agreement, and the Provost will inform the faculty member and the AAUP-WSU of her or his decision, along with a written explanation.



Martin Kich
President, AAUP-WSU



William E. Rickert
Assistant Provost



Rudy Fichtenbaum
Chief Negotiator, AAUP-WSU