## ARTICLE XVI

PROFESSIONAL ATHLETIC STAFF

1. Governance
   1. University Academic Policy Committee

Two members of the Professional Athletic Staff shall serve as ad hoc members of the University Academic Policy Committee (UAPC) as defined in Article XIII (Academic Governance) when the UAPC is considering matters concerning the Athletic Department (for purposes of this article “Department” will be understood to mean all of the full-time bargaining unit members of the Professional Athletic Staff). When such Professional Athletic Staff members have occasion to meet with the UAPC, the Director of Athletics shall join the meetings. All three shall vote on such matters; 13 votes shall enact the policy at issue.

* 1. Athletic Programs

Head Coaches and Head Athletic Trainers, in conjunction with full-time Assistant Coaches and Assistant Athletic Trainers, and in consultation with the Director of Athletics, have the right to make professional decisions about the running of their programs within the limitations set by their budgets, NCAA regulations, conference regulations, and Athletic Department policies.

1. Appointments
   1. Declaration of Vacancies and New Lines

The Director of Athletics shall be responsible for maintaining regular contact with the members of the Department for the purpose of keeping them informed of the appointment procedure specified herein. In the event of a vacancy caused by the permanent separation of a full-time member of the Professional Athletic Staff from the University for any reason, the Director of Athletics will inform the Department whether or not he/she intends to fill the vacancy within thirty days (30 days) of his/her becoming aware of the vacancy. If there is disagreement between the Department and the Director of Athletics over the question of whether or not to fill the vacancy, the Department may appeal to the President or the President’s Designee. The President or the President’s Designee shall convene a meeting of the Director of Athletics and the members of the Department within fourteen (14) days to discuss the reasons for the disagreement. As a result of this meeting, the President or the President’s Designee shall determine whether or not a new full-time Professional Athletic Staff member shall be hired and shall notify the Department within fourteen (14) days of his/her decision. If the President or the President’s Designee decides not to fill the vacancy, he/she shall provide in written form the reasons for his/her decision. Final authority with regard to the decision whether or not to fill a vacancy rests with the President or the President’s Designee.

When the University determines that a new full-time Professional Athletic Staff position is to be created, the Director of Athletics shall notify the Department within thirty (30) days of that decision. Final authority with regard to the creation of new full-time Professional Athletic Staff positions shall rest with the President or the President’s Designee.

* 1. Designation of Qualifications for a Vacant Position

Once a decision to fill a vacancy has been made, the Director of Athletics shall so advise the members of the Department within five (5) working days. The members of the Department, or a sub-committee of the Department designated by the Department, shall meet to discuss the qualifications of the person required to fill the vacancy. If the position to be filled is that of an assistant coach or assistant athletic trainer, the head coach of that sport or the head athletic trainer shall serve on any such sub-committee and his/her views shall be given primacy. The Director of Athletics shall chair the Department or the sub-committee for the purposes of filling a vacancy.

The members of the Department shall forward their recommendation regarding the requisite position qualifications to the President or the President’s Designee. Unless the President or the President’s Designee disagrees with such recommendations, the University shall develop, through consultation with the Director of Athletics and the Department, a position announcement plan outlining where and how the University will seek candidates who possess the recommended qualifications. In the event that the President or the President’s Designee disagrees with the recommendation of the Department as to the appropriate position qualifications, the President or the President’s Designee shall so advise the Director of Athletics. The members of the Department shall then convene a meeting of the President or the President’s Designee, the Director of Athletics and the members of the Department to discuss the appropriate position qualifications. The President or the President’s Designee shall thereafter make a determination as to such qualifications. In the event that the determination of the President or the President’s Designee as to such qualifications differs from the recommendation of the Department, he/she shall provide written reasons for his/her determination.

* 1. Appointments from within the Professional Athletic Staff

An open full-time bargaining unit position within the Professional Athletic Staff approved by the University to be filled may be filled with a current member of the Professional Athletic Staff (“the Proposed Appointee”) under the conditions and procedures listed below. Under such circumstances, that appointment shall not be governed by Sections B(4) and B(5) of this Article.

* + 1. The full-time bargaining unit members of the Professional Athletic Staff must approve the decision to appoint from within the existing Professional Athletic

Staff, and the appointment of the Proposed Appointee by a two-thirds vote of the full-time members (excluding the candidate, even if that individual is otherwise entitled to vote). Where the two-thirds of all full-time members equals a fraction, the number of votes necessary for approval will be rounded upward. (Example: if the department consists of 13 members, nine (that is, 13 x 2/3 = 8.6, rounded upward = 9) votes are necessary for approval.

* + 1. The Athletic Director and the President or President’s Designee must approve the decision to fill the position from within the existing Professional Athletic Staff.
    2. The Proposed Appointee must have been employed by the University as a member of the Professional Athletic Staff for a minimum of twelve months on the effective date of the appointment.
    3. If the full-time bargaining unit members of the Professional Athletic Staff, the Athletic Director, and the President or the President’s Designee approve the appointment from within the existing Professional Athletic Staff, sections B(4) and B(5) of this article will not be followed, but the appointment will proceed in accordance with all other relevant provisions of the Agreement. When an appointment is going to be made from among the existing Professional Athletic Staff, the Athletic Director shall notify the AAUP and provide evidence that the individual who has been selected to fill the vacancy meets the requirements stated above.
  1. Recruitment Plan

The Department, or a sub-committee of the Department designated by the Department, chaired by the Director of Athletics, in conjunction with the University’s Affirmative Action Officer shall draw up a recruitment plan, including a position announcement plan. If a sub-committee of the Department is designated and the position being filled is for an assistant coach or assistant athletic trainer, the head coach of that sport or the head athletic trainer shall be a member of that sub-committee. In all cases where the hire is of an assistant coach or assistant athletic trainer, the views of the head coach for that sport or the head athletic trainer shall be given primacy.

The Affirmative Action Officer or his/her designee will work with the Department or sub-committee to develop a recruitment plan designed to increase the percentage of qualified individuals from under-represented categories in the applicant pool. Efforts employed by the Human Resources Department and the Department or sub- committee may include: targeting appropriate institutions; direct contact between the Department or sub-committee and the athletics departments at these institutions; advertising in journals, publications and on websites that have large readerships of under-represented categories; contacting specialized caucuses; or attending specialized conferences with significant participation by under- represented categories. The University shall fund recruitment plans agreed to by the Affirmative Action Officer and the Department or sub-committee.

* 1. Review of Applications and Interview of Candidates

Following the deadline for receipt of applications, the Director of Athletics shall notify the Department sub- committee of the availability of the applications for purposes of review. Within ten (10) working days of receipt of such notice from the Director of Athletics, the Department or sub-committee shall have the responsibility to review all applications and provide the Director of Athletics with a written list of three (3) to five (5) preferred candidates, together with the reasons for such indicated preference.

Where the position being filled is for an assistant coach or assistant athletic trainer, the views of the head coach for that sport or head athletic trainer shall be given primacy. In no case shall a candidate unacceptable to the head coach of that sport or head athletic trainer be recommended for an interview. The University shall invite the three (3) top candidates preferred by the Department or sub-committee to the University, where the Department or sub-committee shall carry out interviews of all the candidates. When the Department or sub-committee believes it would serve the interest of the University, it may interview more than three (3) candidates. The Department, the Director of Athletics, and the President or the President’s Designee shall be provided with opportunities to meet with and interview the invited candidates and provide the Department or sub- committee with their views of the candidates. If no list of preferred candidates is received from the Department or sub-committee, the University shall declare the search suspended and shall proceed to reopen the search at a time mutually agreed between the Director of Athletics and the Department, on the one hand, and the President or the President’s Designee on the other. Under no circumstances shall an offer be made for an assistant coach’s or assistant athletic trainer’s position to a candidate who is unacceptable to the head coach for that sport or the head athletic trainer.

The Department or sub-committee may invite, upon the recommendation of the Director of Athletics, members of the campus community outside of the Athletic Department to participate in the interviewing process. Such individuals shall provide their views for the consideration of the Department but shall have no vote in making the determination of the qualifications for the position, whom to invite for interviews or whom to recommend for the position.

The Affirmative Action Officer or his/her designee shall notify the Department of the demographic profile of the Department, as well as the availability of female and minority candidates for recruitment per the most recently available data from the NCAA and the U.S. census.

The University and the Department or sub-committee (where the Department has chosen to establish a sub- committee) shall make a serious good faith effort to create a diverse applicant pool that includes members of under- represented groups. The Department or sub-committee shall carefully consider the benefits of diversity, along with individual candidate credentials and experience in developing its final interview pool.

* 1. Ranking of Candidates

Within ten (10) days of the completion of the last interview, those bargaining unit members of the Department who have participated in the interviews of all the candidates shall jointly formulate a written list of all candidates who have been interviewed, ranked in order of preference, and transmit that list to the Director. Such list shall be accompanied by written evaluations of each candidate documenting the reasons for the indicated preferences.

If any interviewed candidates are deemed unacceptable to the Department or to the relevant head coach or head athletic trainer in the case of the hiring of an assistant coach or assistant athletic trainer, that shall also be noted on the list. Under no circumstances shall the University offer a position to a candidate who has been found to be unacceptable by any of the foregoing.

The Director of Athletics shall within ten (10) days of the Department’s recommendations offer the position to the candidates based on the Department’s order of preference, unless the Director of Athletics has concerns about the Department’s recommendations. If the Director has such concerns, he/she shall meet with the Department within five (5) days and share his/her concerns. The Department shall have five (5) days to consider the Director’s concerns and to modify its recommendations if it so chooses. If after this period, the Director disagrees with the ranking of candidates, he/she may decline to offer the position in accordance with the Department’s recommendations if he/she believes that the candidate(s) preferred by the members of the Department do(es) not meet the established and stated qualifications for the position or the Director has a compelling reason (which shall not be the Director’s judgment on the relative quality of the candidates) for refusing to do so. In such a case, the Director of Athletics and the Department shall meet within five (5) days to attempt to resolve the disagreement. If they cannot resolve it, the Department shall have five (5) days to appeal to the President or the President’s Designee, who shall meet with the Director of Athletics and the Department and decide the appeal, providing written reason for his/her decision.

* 1. Temporary Appointments

In the event the University fills a temporary full-time vacancy, as described hereafter, the provisions of this Section shall apply. Temporary full-time appointments made hereunder shall be designated as appointments to the appropriate rank with the designation “Acting” preceding the appropriate rank. Such appointees shall be included in the bargaining unit if the appointment is for a period of one (1) semester or longer. The University shall notify the Department and the AAUP, in writing, of its intent to make a temporary appointment hereunder, and shall as may be practical, follow the procedure of this Article in making such an appointment. The other provisions of this Article, including reappointment and promotion, shall have no application to such appointees. However, service as such temporary appointee shall be counted toward completion of competitive seasons for reappointment/non-reappointment and for promotion if said individual is subsequently appointed to a permanent position. Notwithstanding the foregoing, the University may fill vacancies described herein by following the other provisions of this Article.

The vacancies to be filled hereunder are vacancies caused by:

1. Leave of Absence

Vacancies created by a leave of absence granted to a full-time bargaining unit member, with such temporary appointment to be for no more than the duration of the leave of absence;

1. Disability, Death, or Resignation

Vacancies created by the disability, death, or resignation of a full-time bargaining unit member, when such vacancy occurs less than 120 days prior to the first official practice of the appropriate sport as defined by the NCAA, with such temporary appointment to be limited to one (1) full year, with any subsequent appointment of such individual to be a regular appointment following the other provisions of this Article;

1. Inability to Fill a Vacancy

In the event that the University, having followed the other procedures set forth in Section B, does not succeed in employing a person meeting the stated qualifications for the vacancy, such vacancy may be filled by a temporary appointee. Where the appointment is made less than 120 days prior to the first official practice of the appropriate sport as defined by the NCAA, the temporary appointment shall be for a period not to exceed one (1) full year, with a subsequent appointment of such individual to be a regular appointment in accordance with the other provisions of this Article. In cases where multiple vacancies exist within the Department, the 120-day restriction in this paragraph and the one above shall be waived.

1. Reappointment and Non-Reappointment of Professional Athletic Staff
   1. Annual Reappointment and Non-Reappointment

Full-time members of the Professional Athletic Staff shall be subject to annual reappointment and non-reappointment following completion of the first through sixth competition season according to the schedule below:

Fall sports: December 1

Winter sports/athletic trainers: April 1

Spring sports: May 1

For the sake of the annual reappointment process, sports are defined as follows:

Fall sports are: field hockey, soccer, volleyball

Winter sports are: basketball, swimming and diving, wrestling

Spring sports are: baseball, cross country/track and

field, golf, softball, tennis

Each such member shall be reviewed by the Department and the Director of Athletics according to the timetable specified in Section C(2). The standards upon which the review is based are effective coaching and/or athletic training, professional growth, high professional standards of leadership and sportsmanship, and contributions to University and community affairs, as defined by the criteria established by the Athletic Department.

For reappointment of Professional Athletic Staff members, the Professional Athletic Staff, functioning as a department, shall forward its recommendation to the Director of Athletics, who shall act on it in the same manner as the dean in Article X, Section A.

A candidate for reappointment must submit to the Department and the Director of Athletics his/her documented record demonstrating adherence to the above criteria according to the timetable specified in Section C(2). This record shall include a letter to the Department and Director explaining how the criteria have been met and adequate corresponding documentation.

The Director of Athletics shall evaluate the candidate in accord with Section C (6) below.

If the Department and the Director deem the candidate’s performance to be satisfactory, the candidate shall be reappointed for the next year. The reappointment year becomes effective on either February 1, June 1, or July 1 in accordance with the timetable specified in Section C(2) and regardless of the date of hire.

If the Department or the Director deems the candidate’s performance to be less than satisfactory, but the Department and Director agree that the candidate should still be reappointed, the candidate shall be advised in writing by the Director of the perceived deficiencies and shall develop, in consultation with the Director, and, in the case of an assistant coach, his/her head coach, or in the case of an assistant athletic trainer, his/her head athletic trainer, a written plan to correct the deficiencies. If the performance of a candidate whose performance was deemed to be deficient is again deemed deficient when the candidate is again reviewed for reappointment, either the candidate will be notified in writing that his/her employment by the University shall cease as of the expiration of his/her current appointment, or the candidate will be reappointed with deficiencies again. If the athletic director’s decision is that the candidate’s employment shall cease, then notice or severance shall be in accordance with Section C(5); the preceding year’s notice of perceived deficiencies shall be deemed to have been the candidate’s notice of non-reappointment, where in the following year the candidate’s performance is again deemed deficient. If the athletic director’s decision is to reappoint with deficiencies again, then the candidate is again reviewed for reappointment, the athletic director will have the same pair of options in the following year. Reappointment with deficiencies may not be reported for more than two consecutive years, when the athletic director must either reappoint without deficiencies or notify the candidate that his/her employment by the University shall cease as of the expiration of his/her current appointment.

If the performance of a candidate is deemed to be unsatisfactory by the Department and the Director, the candidate shall be notified in writing that his/her employment by the University shall cease as of the expiration of his/her current appointment. Notice or severance shall be in accordance with Section C(5).

Within ten (10) days of the notification to a candidate by the Director of Athletics of a denial of reappointment, the candidate may request, in writing, a meeting with the President or the President’s Designee to permit the candidate to present an appeal of the decision of the Director. A meeting between the candidate and the President or the President’s Designee shall thereafter be held. After consultation with the Director and the Department’s Union Personnel Committee, the President or the President’s Designee shall make a final written decision that shall not be arbitrary or capricious and shall forward copies to the candidate, the Director, the Department and the AAUP.

* 1. Timetable for Annual Reappointment

Failure by the reappointment candidate to submit his/her documented record or by the Department to forward its recommendation of reappointment or non-reappointment by the deadlines stated in the timetable below shall permit the Director of Athletics to make a determination as to the reappointment or non-reappointment of the candidate based on the best available evidence.

In cases where the Director fails to notify the candidate and Department in writing of the candidate’s reappointment or non-reappointment by the deadline indicated in the timetable below, the candidate shall be automatically reappointed.

The following timetable applies for the annual reappointment process.

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| December 1, April 1 or May 1 as per C(1) | The candidate submits his/her documented record to the full-time members of the Department and the Director of Athletics. |
| Within 30 calendar days following submission of the candidate’s documented record | The Department assesses the candidate’s documented record and submits in writing to the candidate and the Director a recommendation of either reappointment or non- reappointment. |
| Within 5 working days following submission of the Department’s recommendation | The candidate may respond in writing to the Department’s recommendation. |
| Within 30 calendar days following submission of the Department’s recommendation | The Director shall notify the candidate and the Department in writing of the candidate’s reappointment or non-reappointment. |

* 1. Non-Reappointment of Professional Athletic Staff with Six (6) Successful Reappointments

The Director of Athletics shall evaluate Professional Athletic Staff with six (6) successful reappointments in accord with Section C (6) below.

When, in the judgment of the Director of Athletics, the performance of a full-time member of the Professional Athletic Staff with six (6) successful reappointments has not continued at an acceptable level, with respect to effective coaching and/or athletic training, professional growth, high professional standards of leadership and sportsmanship, and contributions to University and community affairs, as defined by the criteria established by the Athletic Department, when viewed in its totality, the Director shall provide, in writing, to the Department and the affected bargaining unit member his/her recommendation of non- reappointment of such member of the Professional Athletic Staff with a statement of his/her reasons for such conclusion. The Department will then meet to consider the matter of non-reappointment and will provide an opportunity for the affected staff member to meet and discuss the matter. The basis for such judgment shall be limited to the standards for reappointment as stated in this Article and the departmental criteria defining those standards.

Within thirty (30) calendar days of the receipt by the Department of the recommendation of non-reappointment from the Director, the Department shall make a written recommendation to the Director and send a copy to the affected staff member. The Director shall have two (2) weeks to reconsider his/her original recommendation of non-reappointment in light of the written recommendation from the Department and any written statement submitted by the affected staff member.

If the Director decides to maintain his/her original recommendation of non-reappointment, he/she shall send a written statement, together with a copy of the written recommendation of the staff and any statement submitted by the affected staff member, to the President or the President’s Designee, the Department, the affected staff member, and the AAUP. The President or the President’s Designee shall then make a determination as to whether or not the affected staff member shall be reappointed and shall provide to all parties written substantive reasons for his/her decision. In all such cases the burden of proof shall be on the negative case.

Notice of non-reappointment, as specified in Section C(5), shall be effective upon transmittal of the determination of the President or the President’s Designee to the affected staff member, if such determination is that the staff member shall not be reappointed. The determination of the President or the President’s Designee shall be subject to the grievance and arbitration provisions of this Agreement.

* 1. Non-Reappointment of Full-time Assistant Coaches

When a new head coach is hired for a sport, and after having interviewed the incumbent assistant coaches in said sport, in the event that the Director of Athletics and the new head coach deem it necessary in their discretion to hire different assistant coaches, the Director may deny reappointment to the incumbent assistant coaches in said sport.

Where an assistant coach who has six (6) successful reappointments is not reappointed under the provisions of this section, the University will make a good faith effort to reassign that assistant coach to a position that is vacant as of the date of the notice of non-reappointment and that the assistant coach is qualified to perform. In the event the assistant coach is not reassigned, he/she will be permitted to serve until the following June 30th or (at the University’s discretion) provided severance for that period, in addition to the severance outlined in Section (C)(5), below. Moreover, the assistant coach shall receive continued health insurance coverage in accord with the relevant provisions of Article XXXIV at the University’s expense until such time as he/she finds alternate employment with health care coverage or for a maximum of eighteen (18) months, whichever is sooner.

Assistant coaches who are not reappointed under the provisions of this section and who have fewer than six (6) successful reappointments as of the date of the notice of non-reappointment will either (at the University’s discretion) be permitted to serve the remainder of his/her one-year appointment or provided severance equal to the remainder of the year’s salary. In addition, he/she shall receive severance equal to a year’s salary (payable on a monthly basis). Should the terminated assistant coach(es) obtain alternative employment prior to the expiration of the severance payments, the University thereafter shall be responsible for paying only the difference between the monthly severance payment and the coach(es) new monthly base salary, to the extent that the new monthly base salary is less than said monthly severance payment, for the remainder of the University’s severance obligation under this provision.

Assistant coaches who are not reappointed under the provisions of this section and who have fewer than six (6) successful reappointments as of the date of the notice of non-reappointment also shall receive continued health insurance coverage in accord with the relevant provision of Article XXXIV of this Agreement at the University’s expense until such time as they find alternative employment with health care coverage or for a maximum of twelve (12) months, whichever is sooner.

* 1. Notice of Non-Reappointment for Professional Athletic Staff
     1. Those candidates who are denied reappointment following a prior reappointment with notice of deficiencies shall receive either notice or severance in lieu of notice, at the discretion of the University, depending on the number of successful reappointments completed as of the date of the notice of non-reappointment as follows:
        1. Fewer than three (3) successful reappointments: the candidate’s employment by the University shall cease as of the expiration of his/her current appointment.
        2. Three (3) or more successful reappointments: the preceding year’s notice of perceived deficiencies shall be deemed to have been the candidate’s notice of non-reappointment. The candidate’s employment by the University shall therefore cease as of the expiration of his/her current appointment.
     2. The following periods of notice/severance shall be given by the University only in circumstances in which a member of the Professional Athletic Staff is denied reappointment pursuant to C(1) and was not previously reappointed with notice of deficiencies. These periods of notice also apply to non- reappointment of Professional Athletic Staff pursuant to C(3). Members of the Professional Athletic Staff shall receive either notice or severance in lieu of notice, at the discretion of the University, depending on the number of successful reappointments completed as of the date of the notice of non-reappointment as follows:
        1. Fewer than one (1) successful reappointment: three (3) months
        2. One (1), two (2), or three (3) successful reappointments: six (6) months
        3. Four (4) or five (5) successful reappointments: 12 months
        4. Six (6) successful reappointments: 24 months
     3. When severance is provided in lieu of notice, the following provisions apply:
        1. For severance of three (3) to twelve (12) months: Severance shall be made equal to the base salary that the non-reappointed Professional Athletic Staff member would have received during the applicable notice period.
        2. For severance of twenty-four (24) months: Severance shall be made equal to the base salary that the non-reappointed Professional Athletic Staff member would have received during the twenty-four (24) month notice period. Said severance payment will be paid in twenty-four (24) equal payments. If the non-reappointed Professional Athletic Staff member obtains alternate employment during the twenty-four (24) months following separation from the University, the severance payment will continue during the first twelve (12) months following separation. The University shall be responsible for paying only the difference between the monthly severance payment and the member’s new monthly base salary, to the extent that the new monthly base salary is less than said monthly severance payment, during the second twelve (12) months.
  2. Evaluation of Professional Athletic Staff

The Director of Athletics shall provide each full-time bargaining unit member of the Professional Athletic Staff with an annual evaluation of his/her performance. The primary purpose of this evaluation shall be developmental and geared toward the improvement of the bargaining member’s performance. Where the bargaining unit member is an assistant coach/trainer, the member’s head coach/trainer shall provide the Director of Athletics with written feedback regarding the member’s performance. The Director’s annual evaluation shall be placed in the member’s personnel file and shall be governed by Article XIV. This annual evaluation shall include a summary of the student-athlete exit interviews carried out in a manner consistent with NCAA regulations. In order to assure that these student-athlete exit interviews are carried out in such a manner, the Director of Athletics working with the Professional Athletic Staff will develop a set of questions to be asked and a procedure for administering those questions. The evaluation process shall follow the schedule outlined in Section C (2) above.

In order to facilitate this evaluation process, Professional Athletic Staff shall provide the Director of Athletics, and where appropriate their head coach/trainer, with a written self-evaluation of their performance in the evaluation year.

1. Requirements for the Promotion of Professional Athletic Staff

It is the responsibility of the Department to develop in writing clearly stated criteria for each rank. In addition, the Department shall specify what the appropriate terminal degree or qualification(s) is/are for the Department’s sports. Said criteria will be consistent with the standards for reappointment and promotion specified in this Article and the Department will apply those standards to the specific demands of the Department’s sports.

The Department shall provide the President or President’s Designee a copy of those criteria for review. Where the President or President’s Designee believes those criteria are not consistent with the terms of this Agreement, he/she shall direct the Department to rewrite the criteria in a manner consistent with this Agreement. When the Department modifies those criteria (such as by adding the appropriate terminal degree or qualifications), it shall resubmit the new elements of those criteria to the President or President’s Designee for review. Where the President or President’s Designee believes those new elements are not consistent with the terms of this Agreement, he/she shall direct the Department to rewrite the criteria in a manner consistent with this Agreement. It shall also be the responsibility of the Department to provide guidance to new Professional Athletic Staff members as to the departmental expectations for promotion. It is the responsibility of the bargaining unit members of the Department to evaluate the athletic competence and professional expertise of the candidate based upon the record and materials submitted by the candidate and to provide a thorough and documented recommendation to the Director of Athletics in cases of reappointment and to the Promotion Committee in cases of promotion. In evaluating a candidate’s record, the bargaining unit members shall place the burden of proof upon the positive case.

Members of the Professional Athletic Staff shall be eligible for promotion from Athletic Staff I to Athletic Staff II and from Athletic Staff II to Athletic Staff III in accordance with the following requirements and procedures. In all promotion cases, the burden of proof shall be on the positive case.

* 1. Requirements for Athletic Staff II
     1. Members of the Professional Athletic Staff shall be eligible to apply for promotion to Athletic Staff II after completing a minimum of three (3) years of full-time service on the Athletic staff at Rider University.
     2. A master’s degree in an appropriate area is required unless there is evidence of exceptional professional accomplishments that would be of substantial benefit to the University. A candidate lacking the master’s degree will be awarded the promotion only when a majority of the Department and Promotion and Tenure Committee have found that there exists such evidence of exceptional professional accomplishment and have recommended the promotion to the Board of Trustees.
     3. A candidate must present documented evidence of effective coaching in the case of coaches or effective athletic training in the case of athletic trainers, as defined by the departmental criteria for this rank.
     4. A candidate must present documented evidence of high professional standards of leadership and sportsmanship, as defined by the departmental criteria for this rank.
     5. A candidate must present documented evidence of continued professional growth in his/her area of expertise, as defined by the departmental criteria for this rank.
     6. A candidate must present documented evidence of continued contributions to University and community affairs, as defined by the departmental criteria for this rank.
  2. Requirements for Athletic Staff III
     1. Members of the Professional Athletic Staff shall be eligible to apply for promotion to Athletic Staff III after completing a minimum of six (6) years of full- time service on the Professional Athletic Staff at Rider University or after three (3) years as a head coach or head athletic trainer at the rank of Athletic Staff II.
     2. A master’s degree in an appropriate area is required unless there is evidence of exceptional professional accomplishments that would be of substantial benefit to the University. A candidate lacking the master’s degree will be awarded the promotion only when a majority of the Department and Promotion and Tenure Committee have found that there exists such evidence of exceptional professional accomplishment and have recommended the promotion to the Board of Trustees.
     3. A candidate must present documented evidence of distinguished coaching in the case of coaches, or distinguished athletic training in the case of athletic trainers, as defined by the departmental criteria for this rank.
     4. A candidate must present documented evidence of sustained professional growth as defined by the departmental criteria for this rank.
     5. A candidate must present documented evidence of sustained high professional standards of leadership and sportsmanship, as defined by the departmental criteria for this rank.
     6. A candidate must present documented evidence of sustained contributions to the University and community affairs, as defined by the departmental criteria for this rank.

1. Procedures for Promotion of Professional Athletic Staff

The Promotion Committee for the Professional Athletic Staff shall consist of the President or the President’s Designee, the Provost, the Associate Provost, the Director of Athletics, four (4) full-time Professional Athletic Staff members with a minimum rank of Athletic Staff II selected by the Professional Athletic Staff, and the standing member of the bargaining unit selected to serve on the University Promotion and Tenure Committee.

Candidates meeting the requirements for Athletic Staff II may apply for promotion in their fourth year or thereafter. Candidates meeting the requirements for Athletic Staff III may apply in their seventh year of full-time service or thereafter, or in their fourth year of service as head coach/athletic trainer at the rank of Athletic Staff II. In the event an application for promotion is denied, the candidate may not reapply for promotion until the expiration of an additional year of service at Rider University. In the event that a second or subsequent application is denied, a candidate may make further application only at the end of a three-year period after such denial or if the candidate is nominated by the Director of Athletics.

Except as described in this article, the other applicable procedures for promotions described in Article VIII above, including procedures for appeals, shall apply to promoting Professional Athletic Staff. The Director of Athletics shall perform the duties of the department chairperson under the promotion procedures of Article VIII.

1. Professional Athletic Staff Promotion Timeline

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| September 1st | 1st draft of dossier presented to Athletic Staff  Promotion Committee for initial review. |
| by September 15th | Candidate receives dossier with Athletic Staff Promotion Committee recommendations. |
| October 1st | Candidate notifies the Department, the Director of Athletics, and the University in writing of his/her intent to apply for promotion. A copy of the Candidate’s dossier should be submitted for review by the Department and a separate copy submitted for review by the Director. |
| by October 15th | The Department members will review the Candidate’s dossier and sign that they have done so. |
| by November 1st | The Department will meet to discuss the Candidate’s dossier and make any further recommendations. If a Department member cannot be present at this meeting, any concerns or recommendations should be provided in writing to the Athletic Staff Promotion Committee chairperson. |
| November 1st | The Candidate shall receive a copy of the Department’s and Director’s written recommendations in support or non-support. Recommendations for revisions to strengthen a Candidate’s dossier can still be given by the Department or Director at this time. |
| November 1st + 5  days | Candidate may make additional revisions based on recommendations offered by the Department and/or Director.  **OR**  Candidate may state in writing specific concerns regarding the validity and sufficiency of the documents supporting any of the individual Department member’s or chairperson's recommendations. The Candidate may also request an interview with the eligible bargaining unit members of the Department and/or the chairperson within this time period. |
| within 5 days thereafter | Final review of dossier by the Department and the Director.  **OR**  Meeting between Candidate and author(s) of the challenged recommendations. |
| by November 15th | The Candidate must receive copies of the final reports of the Department and Director. The final Department report shall include a letter of support or non-support signed by each full-time member of the Department. |
| before December 5th | The Department’s and Director’s recommendations must be forwarded to the Promotion and Tenure Committee through the Provost’s Office and to the AAUP office. The Candidate’s dossier should be delivered to the Provost’s Office to be made available to the Promotion and Tenure Committee. |
| December 15 th | The Candidate may submit new documentation to the Promotion and Tenure Committee up to this date. Any such materials must be simultaneously submitted to the Department and the Director, and if added after December 5, the Candidate must notify the members of the Promotion and Tenure Committee and the Department of the additions. |
| December 20 th | The bargaining unit members of the Department and/or chairperson shall have to this date to review and respond to any new materials submitted by the Candidate. |

1. Salaries for New and Additional Head Coaching/Athletic Training Responsibilities

If, after an external search is conducted to fill a vacant head coaching or head athletic training position, or the search has been waived in accord with the requirements of Section (B)(3) of this Article, a current member of the Professional Athletic Staff is appointed, he/she may enter into negotiations with the University to establish his/her new base salary. In no circumstance shall that new base salary be less than his/her previous base salary plus twice the annual increment for which he/she would otherwise have been eligible. A full-time member of the Professional Athletic Staff with other head coaching responsibilities for more than one individual sport or with supervisory responsibility for full-time assistants shall have an annual salary that is at least $2,000 above the annual minimum for his/her rank. The designation of those sports constituting “individual sports” shall be governed by past practice.

1. Driving Restrictions

Members of the Professional Athletic Staff shall not be required to drive University vans or other vehicles transporting University teams to locations more than one hundred and fifty (150) miles from the University.

Professional Athletic Staff members shall not be required to drive their personal vehicles to away contests. In the event a University vehicle is not available for away contests, the University shall be required to rent or otherwise provide additional vehicles to transport student athletes and Professional Athletic Staff.

The University agrees to indemnify and hold harmless all members of the Professional Athletic Staff who are assigned by the University to drive University vans or other vehicles transporting University teams from liabilities that may arise as a result of their performing such assignments, other than for acts of gross negligence or willful misconduct.

1. Staffing
   1. The University agrees that by the beginning of their 2013 seasons, athletic programs that have multiple athletic disciplines, involve both male and female student-athletes, have a competition season in excess of five (5) months, and carry rosters of forty (40) or greater shall be staffed by a full-time head coach and at least one full-time assistant coach.
   2. The University agrees that the following athletic programs shall have (in addition to any staffing required by Section I (1) above), for at least the duration of the season, at least one (1) seasonal assistant coach or seasonal assistant athletic trainer who may be a graduate assistant, a seasonal athletic staff member, or an otherwise unassigned full-time staff member.

|  |  |
| --- | --- |
| **Sport** | **# of Part Time Seasonal Assistants** |
| Athletic Training | 1 |
| M/W Cross Country | 1 |
| M/W Swimming/Diving | 1 |
| Men’s Baseball | 1 |
| Men’s Basketball | 1 |
| Men’s Soccer | 1 |
| Men’s Track | 1 |
| Wrestling | 1 |
| Women’s Basketball | 1 |
| Women’s Field Hockey | 1 |
| Women’s Soccer | 1 |
| Women’s Softball | 1 |
| Women’s Track | 1 |
| Women’s Volleyball | 1 |

Assignment of such seasonal assistant coaches and athletic trainers is subject to the continuation of the designated sport at the University. The University may assign an otherwise unassigned full-time Professional Athletic Staff member who coaches one (1) sport to other professional tasks that would normally fall within the bargaining unit work of the Professional Athletic Staff. Such assignments will not include work that is presently or normally the responsibility of administrative members of the Athletic Department such as event management or responsibility for facilities. Nor shall such assignments occur during the coach’s season as defined in Section K below. Such assignments may include, but are not limited to, such tasks as assisting other coaches in recruiting, booster activities, away match arrangements, and assistant athletic trainers (but no coach who is not appropriately certified by the National Athletic Trainer Association will be assigned duties as an athletic trainer).

1. Part-time Professional Athletic Staff Compensation

1. Part-time members of the Professional Athletic Staff who serve as head coaches shall be compensated during the period of their employment at a weekly rate at least equal to two-thirds (2/3) of the rate for the rank of Athletic Staff I, prorated on the basis of a 43-week year.

2. Non-exempt Professional Athletic Staff are those members of the bargaining unit hired pursuant to Article XVI (I) of this Agreement. They shall be compensated on a salary basis for all straight-time hours worked at the weekly rate of $500 in year one of this Agreement, subject to the across the board annual percentage increases in years two and three of this Agreement. All such bargaining unit members shall be required to keep accurate written time records. Their average workweek shall consist on average of thirty (30) hours. The University shall develop a tracking system and monitor their hours to insure that this average is not exceeded during their seasonal period of employment. Eligibility for overtime compensation shall be calculated and paid in accord with 29 CFR 778.114 and in accord with the work rules agreed by the parties.

Provided time records are accurately maintained, no full- or part-time member of the Professional Athletic Staff will be disciplined because a non-exempt member subject to this provision exceeds the weekly average.

In calculating the average hours worked per week, the University will subtract all overtime hours (which will have been previously paid) from total hours worked over the course of the season and divide the remainder by the total number of weeks worked. If the resulting average is over 30 (thirty), the difference will be paid at a rate in accord with the relevant federal regulations (Appendix G).

1. Length of Seasons

The official length of each sport season shall comply with NCAA policy and shall extend, at minimum, from two (2) weeks prior to the start of practice through the second week after the last contest. For purposes of Section I of this Article, the season for Athletic Training shall be deemed to be, at minimum, thirty-nine (39) weeks.

1. Secretarial Support

A full-time, 10-month secretary shall be assigned to the Maurer Building to provide service to the athletic programs housed there.

1. Athletic Facilities

The University recognizes that the condition of the athletic facilities (playing fields, tracks, locker rooms, coaches’ offices, etc.) have a direct and immediate impact upon the ability of the Professional Athletic Staff to carry out its duties. The University therefore, shall make those reasonable efforts it deems appropriate, consistent with the overall needs of the institution, to provide adequate athletic facilities, and to maintain them in a good state of repair.

1. Budget

The University shall provide each head coach and head athletic trainer with a copy of the line item detailed budget for his/her sport that was incorporated into the University budget submitted to the Board of Trustees for approval. The University shall notify each head coach and the head athletic trainer by July 1 of any changes from the submitted budget as approved by the Board of Trustees. If by July 1, the University does not have a budget approved by the Board of Trustees, the head coach and head athletic trainer shall have a budget at least equal to that submitted by the Athletic Director in the previous year as part of his/her department budget.

After July 1, the budget available to the head coach and head athletic trainer for his/her program will not be reduced except when the University finds it necessary to reduce the overall budget of the Athletic Department. In no case shall commitments made by the head coach or head athletic trainer and approved by the Athletic Director for contracted events or athletic scholarships for a specific year be changed after the start of that budget year.

1. Athletic Staff Workload
   1. Base Contract

Full-time Professional Athletic Staff will have a base contract of ten (10) months, with two (2) out of contract months to fall between May 1 and August 31. The exact dates of the out of contract periods will be determined by the full-time coach/coaches and athletic trainers in consultation with the Athletic Director in each sport consistent with the needs of the program, and shall be taken in no more than two (2) blocks of time.

* 1. Athletic Trainers
     1. The University shall employ no fewer than four (4) full-time Athletic Trainers.
     2. Full-time Athletic Trainers shall each have an average of one (1) day off per week during his/her ten-month contract period.
  2. Out-of-Contract Activities

The parties recognize that while a full-time coach’s/athletic trainer’s primary responsibility to the University extends only during his/her ten-month contract period, he/she may carry out some professional activities during his/her out of contract months without being considered a twelve-month employee. Such professional activities are at the discretion of that coach or athletic trainer and may include such things as professional development, team planning, and recruiting. Nothing in this Agreement will be construed as creating an obligation on the part of any member of the Professional Athletic Staff to carry out such activities during his/her out of contract months, and no member of the Professional Athletic Staff shall be penalized in any way for failing to carry out such activities during his/her out of contract months. Further, no member of the Athletic Department shall require or assign any coach such activities during his/her out of contract months, except as specified below.

* 1. Twelve-Month Contracts for Head Coaches

A full-time Head Coach will be considered to be a twelve- month employee and therefore entitled to the additional compensation specified under Article XXXIV only when:

* + 1. he/she is assigned or required by the Director of Athletics to perform any duties connected with the athletic program during his/her two-month out of contract period, or
    2. his/her normal assigned coaching activities extend into his/her two-month out of contract period, provided, however, that when, under exceptional circumstances, such as NCAA championship play, a full-time assistant coach performs services (in addition to those already excepted under Section 3, above) during a limited portion of her/his out of contract period, such exceptional services shall not convert that coach into a twelve-month employee; rather he/she shall be compensated on a pro rata weekly basis.
  1. Twelve-Month Contracts for Assistant Coaches

A full-time Assistant Coach will be considered to be a twelve-month employee and therefore entitled to the additional compensation specified under Article XXXIV only when:

* + 1. he/she is assigned or required by the Director of Athletics to perform any duties connected with the athletic program during his/her two-month out of contract period, or
    2. his/her normal assigned coaching activities extend into his/her two-month out of contract period, provided, however, that when, under exceptional circumstances, such as NCAA championship play, a full-time assistant coach performs services (in addition to those already excepted under Section 3, above) during a limited portion of her/his out of contract period, such exceptional services shall not convert that coach into a twelve-month employee; rather he/she shall be compensated on a pro rata weekly basis.
  1. Twelve-Month Contracts for Athletic Trainers

A full-time Athletic Trainer will be considered to be a twelve-month employee and therefore entitled to the additional compensation specified under Article XXXIV only when:

* + 1. he/she is required by the Director of Athletics to perform any professional training duties for the University during his/her two-month out of contract period,
    2. provided, however, that when he/she chooses to perform such services for a brief period under exceptional circumstances during her/his time out of contract period, such as NCAA championship play, he/she shall not be converted to a twelve-month employee; rather he/she shall be compensated on a pro rata weekly basis.
  1. Twelve-Month Rate for Athletic Staff

Full-time members of the Professional Athletic Staff, who are appointed on a twelve-month basis, rather than a ten-month basis, shall be compensated for such additional time worked by the payment of an additional sum equal to fifteen (15) percent of base salary. Such added compensation shall pertain only to the year(s) for which the twelve-month appointment is made.

8. Accrual of Vacation Time

Professional Athletic Staff on a twelve-month contract shall accrue vacation time on the basis of twenty (20) vacation days a year, and may accumulate and carry over to a subsequent year up to a maximum of twenty (20) days of paid vacation.

9. Notification of the AAUP

The AAUP will be notified of each Professional Athletic Staff member who is on a twelve-month contract with the reasons therefor.

1. Distribution of the Agreement and Initial Letters of Appointment

Terms and conditions of employment of bargaining unit members are set forth in this Agreement and a copy thereof shall be furnished by the University to each Professional Athletic Staff candidate interviewed on campus. The University shall continue to furnish to newly appointed members of the Professional Athletic Staff initial letters of appointment.

1. Conditions and Procedures for Salary Adjustment for Professional Athletic Staff

When the Director of Athletics has a reasonable basis to believe that a full-time member of the Professional Athletic Staff is likely to be hired by another institution of higher education, the University may offer to increase the base wage rate of such member of the Professional Athletic Staff.

The Director of Athletics will share his or her rationale for the proposed increase with the AAUP in writing together with the University’s final written offer in response thereto. If the University’s offer is accepted by the Professional Athletic Staff member, the increased compensation shall be made effective as the individual and the University may agree, but no such increase shall take effect retroactively.