

SHARED GOVERNANCE

Preamble

The American Association of University Professors (AAUP), College of Southern Nevada (CSN), Nevada Faculty Alliance (NFA) and Nevada System of Higher Education (NSHE) by policy, as well as long established practice, recognize the vital role of shared governance among the various academic constituencies represented by the governing board, college administration and faculty, as a guarantee of the freedom to teach, engage in scholarship and foster other creative activity, including service to the college and community, upon which excellence in higher education depends. Other constituencies with a clear stake in CSN shared governance include students and community partners. This relationship calls for open communication and active participation at all levels among these components, and full opportunity for joint planning and effort. In that regard, it is mutually agreed that the collegial system of shared governance be maintained and strengthened so that the role of the faculty will be similarly maintained and strengthened. Both parties agree that an effective collegiate governance system provides for the inclusion and exercise of the judgment and expertise of the faculty in all areas pertaining to the delivery of instruction and work related issues. Collective bargaining is an added process to help support and strengthen the faculty role in shared governance in order to help accomplish the academic mission of CSN and NSHE as a whole.

Definitions:

Inform—Provide information usually after a decision is made.

Advise—Recommend a course of action in decision-making.

Consult—Communicate and deliberate decisions between parties involved.

Collaborate—Work jointly, cooperatively and equally in decision-making.

Section 1. Extent of Current Faculty Involvement in Shared Governance

A. In order to determine existing shared governance activities at CSN, during the first six months of this Agreement, the parties agree to collaborate in the compilation of a report of current shared governance activities at CSN involving faculty. The report will be divided into three levels of shared governance (1) College Level, (2) School/Division Level and (3) Department/Program Level. Each identified current shared governance activity will indicate whether it functions to inform, advise, consult and/or collaborate with faculty as well as listing specific references to any existing policy/protocol that describes the activity. Any identified policies/protocols will be attached to the report. After the completion of the shared governance report, it is agreed that the report will be distributed to all faculty and other parties related to the Agreement for review and comment on means to improve shared governance at CSN at each level. Feedback will be gathered anonymously by electronic means and results made available to both parties.

B. After report feedback is completed, an equal number of designated representatives from both parties will convene to collaboratively plan recommendations to enhance and support further shared governance activities at all levels at CSN. The shared governance committee will meet on a continuing basis at the request of either party.

C. It is agreed that existing shared governance activities at CSN shall continue during the term of this Agreement at least to their current level of faculty participation. Revisions in shared governance that increase the level and scope of faculty involvement are permitted.

Section 2. CSN Faculty Senate

A. It is agreed that the CSN Faculty Senate will continue as an integral part of shared governance at CSN under its duly adopted by-laws during the term of this Agreement.

B. It is agreed that duly adopted policies emanating from the CSN Faculty Senate and signed by the CSN President, consistent with and not contradicting this Agreement, are binding.

C. Should the CSN President exercise his/her ability to suspend or rescind a duly adopted policy emanating from the CSN Faculty Senate and signed by the President, in addition to providing notice of this decision to the Administrative Code Officer and the Faculty Senate Chair, the CSN President shall also provide a written explanation of the reason(s) for which the decision to suspend or rescind was taken. The explanation shall be made available to all members of the Faculty Senate.

Section 3. Faculty Involvement in NSHE/College Level Shared Governance.

A. It is agreed that a designated NFA representative shall receive electronic copies of agenda and meeting notes of requested CSN Administrative Committees with responsibilities related to execution of this Agreement and shall have the right to appear and place items on the relevant committee agenda.

B. It is agreed that a designated NFA representative and the CSN President will meet as requested by either party to consult on matters related to this Agreement, including progress in shared governance at CSN.

C. The parties agree that all CSN faculty shall have the opportunity to participate in the system of shared governance at CSN.

Section 4. Faculty Involvement in School/Division Level Shared Governance

A. The parties agree that the faculty of each academic school, library or counseling unit shall have the opportunity to participate in the system of shared governance of that school, library or counseling unit.

B. It also is agreed that a designated NFA representative and each school dean, or library director will meet as requested by either party to consult on matters related to this Agreement, including progress in shared governance at CSN within that school/division.

Section 5. Faculty Involvement in Department/Program Level Shared Governance

A. The parties agree that the faculty of each department or program unit shall have the opportunity to participate in the system of shared governance of that department or program unit.

B. Each academic department, the library, and counseling unit will develop a written protocol delineating its procedures for the internal governance of the department

- or unit. All faculty in each department or unit shall have the opportunity to participate in the development of that department or unit's internal governance policy and procedures. The protocol will specifically address shared governance activities and procedures within the department/unit. In formulation of the protocol, a governance committee representing academic disciplines and program units will be formed to consider input on the protocol. A period of at least 30 CSN academic calendar days will be allowed to gather protocol input, deliberate and recommend a protocol. The recommended protocol will then be submitted to the department or unit faculty to anonymously vote to affirm, further amend or not recommend. If faculty affirm the protocol, it will be forwarded to the relevant dean or library director for approval. If the dean or library director does not approve the recommended protocol, faculty may request an NFA representative negotiate the protocol further with the dean/director. If these negotiations do not result in an approved protocol within 30 calendar days, the NFA representative may then negotiate the protocol with the Vice President of Academic Affairs and then the CSN President respectively. If the vote is to amend or reject the policy, the faculty recommendation will be forwarded to the appropriate school dean, or library director along with input from the department chair/unit head. The school dean, or library director will engage in further collaborative negotiation with the governance committee to resolve the differing protocol recommendations. If further collaborative negotiation fails to resolve differences in the protocol, faculty may request that an NFA representative further negotiate the differences with the appropriate CSN Vice-President.
- C. After adoption of an initial department/program policy on governance, protocol revisions will be considered using the procedure in Paragraph B of this section.

Section 6: Release Time and Facilities Related to Shared Governance

Faculty engaged in shared governance activities and activities related to this Agreement shall be provided release time and facilities as outlined in this section.

- A. The CSN Faculty Senate Chair will receive either 18 IUs of release time annually for the equivalent of a 10-month faculty contract period, or 24 IUs of release time annually for the equivalent of a 12-month faculty contract period, as determined by the CSN Faculty Senate.
- B. The CSN Faculty Senate will also receive a total of 9 additional IUs of release time annually to distribute to faculty engaged in shared governance as determined by the CSN Faculty Senate.
- C. CSN Administration shall provide the CSN Faculty Senate with an office and a conference room on the West Charleston and Cheyenne campus dedicated for CSN Faculty Senate use. Offices shall be of acceptable quality, including internet connectivity.
- D. CSN Administration shall provide NFA with 15 IUs of release time each academic year. Such release time may be used for the purposes of conducting union business, including, but not limited to, contract administration, grievances, and participation in the governance of NFA and AAUP.
- E. For each of the two terms prior to the expiration of the Agreement, CSN administration shall provide an additional 15 IUs of release time per term for distribution to NFA's negotiating team for preparation for and attendance at negotiation sessions.
- F. NFA will notify CSN Administration of the particular faculty members who shall receive release time. Such notice will be provided as far in advance as possible to permit adequate coverage of assignments.

- G. The calculation translating release IUs into a reduction of duties for Counselors and Librarians shall be performed by the applicable department. Counselors and Librarians shall also be offered the option of a stipend in lieu of reduction of duties.
- H. CSN administration shall provide NFA with an office and a conference room on West Charleston and Cheyenne campus dedicated for NFA's use. Offices shall be of acceptable quality, including internet connectivity.