

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2016298

RE: APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS

Legislators BORCHERT, FLESLAND, MICCIO, BOLNER, JETER-JACKSON, TRUITT, and SAGLIANO offer the following and move its adoption:

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed contract for the period September 1, 2016 through August 31, 2020 with the Dutchess United Educators; and

WHEREAS, the Board of Trustees of Dutchess Community College has approved said proposed contract for said proposed term and which contract is dated 2016 – 2020; and

WHEREAS, the Legislature has before it a copy of said proposed labor contract that has been approved by the Dutchess Community College Board of Trustees; and

WHEREAS, by Resolution No. 2017-15 dated November 7, 2016, the Dutchess Community College Board of Trustees has requested that said agreement be approved by the Legislature; now, therefore, be it

RESOLVED, that the labor contract, between the Dutchess Community College Board of Trustees and the Dutchess United Educators, which contract covers the period September 1, 2016 through August 31, 2020, is hereby approved as to terms and substance.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

RESOLUTION NO. 2017-15

Board of Trustees, Dutchess Community College
November 7, 2016

Mr. Kuffner offers the following resolution and moves its adoption:

WHEREAS, the Board of Trustees of Dutchess Community College and Dutchess United Educators have come to agreement on the terms of a proposed contract for the period September 1, 2016 through August 31, 2020, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves said contract, and be it

FURTHER RESOLVED, that, upon ratification by Dutchess United Educators, said contract be forwarded to the Dutchess County Legislature for its consideration and approval.

Seconded by Mr. Dupree

Resolution adopted unanimously.

AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF DUTCHESS COMMUNITY
COLLEGE
AND THE COUNTY OF
DUTCHESS
AND THE DUTCHESS UNITED EDUCATORS

2016 - 2020

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AGREEMENT

AGREEMENT between the Board of Trustees of Dutchess Community College and Dutchess United Educators and the County of Dutchess.

Article I: RECOGNITION

Pursuant to Article XIV, section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the Board of Trustees), acting on behalf of the local sponsor, recognizes the Dutchess United Educators (hereinafter referred to as DUE) as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all continuing or temporary full-time professors, associate professors, assistant professors, and instructors (hereinafter referred to as teaching educators), and all full-time administrators serving in the following positions (and hereinafter referred to as non-teaching educators):

GROUP I

Academic Coach
Admission Coordinator of Housing
Admissions Counselor
Admissions / Minority Counselor
Admissions Coordinator of Housing
Assistant Director of Academic Services and Testing
Assistant Director of Advising Services
Assistant Director of DCC Foundation
Assistant Director of Financial Aid
Assistant Director of Student Activities
Assistant Librarian
Assistant Registrar
Associate Director of Mary Louis Van Winkle Teaching Learning Center (TLC)
Career and Employment Services Coach
Community Based Learning Coordinator
Coordinator of Advising Services
Coordinator of Campus Events and Dining
Coordinator of Disability Services
Coordinator of Emergency Services Program
Coordinator of Student Judicial Processes
Coordinator - Starfish
Coordinator of Transfer Services
EOP Counselor
Registrar Counselor
TRIO Student Success Coach
Veterans Resource Coordinator

GROUP II

Assistant Dean of Administration for Facilities Planning and Safety
Assistant Dean of Administration for Financial Services
Assistant Dean of Community Services
Assistant Dean of Student Services
Assistant Director of Campus Security and Safety
Assistant Director of Counseling and Career Services
Assistant Director of Institutional Research
Associate Director of Financial Aid
Associate Librarian
Associate Registrar
Coordinator of EOP
Director of Academic Services and Testing
Director of Advising Services
Director of Counseling Director of Grants
Director of Programs and Activities, DCC South
Director of Residence Life
Director of Student Activities
Director of Student Conduct and Community Standards
TRIO Director

GROUP III

Associate Dean of Community Services and Special Programs
Associate Dean of Student Services
Director of Admissions
Director of Campus Security and Safety
Director of Financial Aid
Director of Library
Director of Student Accounts
Director of Telecommunications and Instructional Media
Registrar

GROUP A

Assistant Conduct Coordinator
College Affairs Writer
Coordinator of CSTEP
Development Coordinator of the DCC Foundation
Director of Campus Safety
Director of Payroll
Director of Scheduling
Print and Multimedia Designer

GROUP B

CIS Lab Assistant
Clinical Lab Coordinator - Nursing
Director of the DCC Math Center
Field Lab Supervisor
Lab Assistant
Nursery School Educator
Nursing Lab Assistant
Technical Specialist

OTHER

Full-time Non-Teaching Educators on Grant-Funded Appointment
Assistant Director of Systems Architecture and Information Security

Where appropriate, teaching educators and non-teaching educators shall be referred to jointly as educators.

Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES

Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS

3.01 Collective Bargaining Rights

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce or harass any educator in the enjoyment of any right conferred upon him/her by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any educator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in DUE or his/her participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his/her institution of any grievance or complaint under this Agreement. In the event of any inconsistency or conflict between provisions of this Agreement and College policies, the provisions of this Agreement shall apply.

3.02 Membership Dues Deduction

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance

with Section 208, Article XIV of the Civil Service Law.

Article IV: DUE BENEFITS

4.01 Use of College Facilities

DUE may use College facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

4.02 Release Time for DUE Leaders

(a) DUE President

A teaching educator serving as President of DUE will be released from six contact hours per academic year and committee assignments.

(b) DUE Leaders

DUE can buy release time for the DUE executive council members and/or DUE negotiating team committee members at the top overload lecture rate. DUE may compensate the College for up to nine contact hours per year. Notification to the Office of Academic Affairs regarding release time shall normally be given by 30 days prior to the start of the semester. Payment shall be tendered by the first day of classes of the semester. Under this provision, no leader may be released from more than one class in a given semester.

4.03 Reassigned Time for PSO Chair

Effective with the fall 2017 semester, a teaching educator serving as chair of the PSO will be released from six contact hours per academic year.

4.04 Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Trustees and 400 copies shall be given to the Dutchess United Educators. The College shall not be obligated to provide copies of this Agreement to any unit member.

4.05 Academic Calendar

In the development of the Academic Calendar, the views and recommendations of DUE shall be solicited and considered.

Article V: BENEFITS FOR EDUCATORS

5.01 Load Redistribution for Graduate Work, etc.

In order to accommodate teaching educators who wish to take graduate courses, or perform other

professionally related activities, said educators, where feasible and consistent with departmental practices, and in consultation with the Office of Academic Affairs, may elect to teach a maximum of three overload contact hours, in the fall semester, without compensation, in order to reduce their required teaching load in the spring semester. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Office of Academic Affairs, may teach a maximum of three contact hours in the summer session subsequent to the academic year, without overload compensation, in order to achieve a full teaching load for that academic year. It is further understood that if teaching educators are unable to teach the number of contact hours, in the fall or summer, which are necessary to achieve a full teaching load, as required in their disciplines, they will have their annual contract salary adjusted accordingly for that year.

5.02 Tuition Reimbursement

For the period of this contract, sums of money shall be allocated each year for reimbursement of tuition fees for Dutchess United Educators for study as approved by the Office of Academic Affairs for teaching educators and by the President for non-teaching educators.

For each year of this Agreement, the sum shall be \$35,000, not including SUNY waivers. Limitations shall be \$2,000.00 per year including SUNY tuition waivers and tuition reimbursement to each Educator. Among teaching educators, those taking courses to satisfy promotion and tenure requirements will be given first priority. Guidelines for this policy will be determined by the College and shared in writing with DUE.

5.03 Tuition Waiver

The College shall provide a tuition waiver program for full-time educators, their spouses, dependent children, and dependent stepchildren. The waiver of tuition shall be limited to a total budget amount of \$150,000 during each year of the contract. When the limit is reached in any given year, no further waivers will be allowed. The tuition waiver applies to credit courses only.

In a class section where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class be increased because of this article by more than three students without the faculty member's approval.

All normal registration procedures will apply to individuals utilizing this benefit.

5.04 Awards for Acquiring an Advanced Degree

Effective 9/1/2016, non-teaching educators who have attained an advanced degree while employed in a DUE FT position will be eligible to receive a one-time monetary payment of:

Master's Degree - \$1,500.00 Doctoral Degree - \$2,000.00

These payments are considered additional compensation but are not part of the employee's base salary. Payments are subject to all Federal, State, and local taxes. Payment will be generated upon verifiable documentation submitted by the employee.

5.05 DCC Course Enrollment

All members of the bargaining unit will be able to attend any credit class and any job-related credit-free class offered by Dutchess Community College on a space available basis. The conditions under which this benefit may be exercised are: (1) The class hours do not interfere with the performance of a staff member's full-time responsibilities. (2) The staff member would not pay any tuition or registration charges. (3) The staff member would have neither credit nor audit status but, upon successful completion of the course, would have a letter placed in his/her personnel folder verifying this professional development activity. (4) Credit-free courses shall be deemed to be job-related when approved by the staff member's Department Chair and the appropriate supervising Dean.

5.06 Vacations, Holidays, Personal Leave, and Compensatory Time for Non-Teaching Educators

(a) Vacations

Non-teaching educators, other than temporary appointments shall be granted 21 working days vacation per year. After five full years of service at Dutchess Community College, non-teaching educators shall be granted one additional vacation day. Non-teaching educators may receive payment for up to five unused vacation days per year at the rate in effect in August of the year in which the days were earned or may carry over up to five unused vacation days which shall be used by May 31 of the following year.

(b) Holidays

There shall be 12 holidays a year. Non-Teaching Educators who are required to work on an official College holiday will be given equivalent time off as a floating holiday.

(c) Personal Leave

The Board of Trustees shall grant non-teaching educators four days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave for continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

(d) Compensatory Time

The Board of Trustees shall grant Non-Teaching Educators compensatory time off for additional job related work required to be performed outside of the Non-Teaching Educator's regular work schedule.

Such additional required work, whenever feasible, using the College's provided form must be preapproved by the Non-Teaching Educator's supervisor and the division VP or designee.

Compensatory time is cumulative up to a maximum of 5 days per fiscal year. The College's unit for computation of accrual shall not be less than one half hour. Required attendance on a non-work day

will accrue a half day for up to 3.5 hours of work and a whole day for work in excess of 3.5 hours.

Accrued compensatory time that is unused at the end of the fiscal year must be taken within the first 45 days of the new fiscal year and shall not be liquidated in cash at any time.

(e) Increments for Time Usage

Vacation, compensatory, and personal leave time may be taken in 15 minute increments.

(f) Inclement Weather and Other Emergency Closings

In the event the College President deems it necessary to close the College due to inclement weather or other emergency closing purposes, non-essential, non-teaching educators will not be required to use benefit time or make up lost work time. Essential employees are required to report to work as determined appropriate and necessary by the College President or his or her designee.

5.07 Bereavement Leave

Bereavement leave is the absence due to the death of an educator's mother, father, mother-in-law, father-in-law, husband, wife, domestic partner, siblings, children, grandparent, grandchild, or other dependents or household members. Educators may use up to four (4) paid bereavement days for each loss.

5.08 Sick Leave for Teaching Educators

(a) Sick Days

The Board of Trustees agrees that educators with 10 month responsibilities shall be granted 10 working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall not be less than one-half day. Temporary full-time faculty who are appointed to a full-time tenure track position without any break of service shall be credited with unused sick leave which was accrued and unused during the temporary full-time employment. This provision shall be applied prospectively only to current and future eligible temporary full-time faculty.

(b) Continuing Personal Illness

If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long-term disability insurance becomes effective--whichever is sooner. Such authorization shall not be unreasonably denied.

(c) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first \$5,000 of monthly salary base with a maximum payment of \$3000 monthly.

(d) Accumulated Sick Leave Death Benefit

Upon the death of any educator while in service at the College, payment up to 40 days of any remaining accumulated sick leave will be paid by the College to his/her estate, at the rate of \$50 a day.

(e) Unused Sick Leave upon Retirement

Upon retirement, educators with unused days of sick leave and 10 years of credited full-time service shall be paid one day for each three unused sick days, up to a maximum of 45 days.

Payment to teaching educators for unused days of sick leave shall be 1/180 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

(f) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a parent, spouse, or child.

5.09 Sick Leave for Non-Teaching Educators

(a) Sick Days

The Board of Trustees agrees that educators with 12 month responsibilities shall be granted twelve working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall be in 15 minute increments.

(b) Continuing Personal Illness

If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long-term disability insurance becomes effective--whichever is sooner. Such authorization shall not be unreasonably denied.

(c) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first \$5,000 of monthly salary base with a maximum payment of \$3000 monthly.

(d) Accumulated Sick Leave Death Benefit

Upon the death of any educator while in service at the College, payment up to 40 days of any

remaining accumulated sick leave will be paid by the College to his/her estate, at the rate of \$50 a day.

(c) Unused Sick Leave upon Retirement

Upon retirement, educators with unused days of sick leave and 10 years of credited full-time service shall be paid one day for each three unused sick days, up to a maximum of 45 days.

Payment to non-teaching educators 1/210 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

(f) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a parent, spouse, or child.

5.10 Sabbatical Leave

(a) Eligibility

The Board of Trustees agrees that every tenured teaching educator having six years of consecutive service shall be eligible for sabbatical leave. Consecutive service shall be defined as years of full-time service in tenure track or continuing appointments. Further, full-time non-teaching educators, on other than temporary contracts or grant-funded appointments, having six years of consecutive service shall be eligible for sabbatical leave.

(b) Maximum Number of Sabbatical Leaves, Duration, and Salary

The Board of Trustees agrees that sabbatical leaves may be given up to a maximum of five percent of the teaching educators each academic year consistent with the requirements of the College. Those teaching educators granted full-year sabbaticals shall receive 50 percent of their base salary for that period. Those teaching educators granted half-year sabbaticals shall receive 100 percent of their base salary for that period.

Non-teaching educators may be granted sabbatical leaves ranging from one month to 12 months in duration. Those granted sabbaticals of up to six months will receive 100 percent of their base salary. Salary will be prorated for those granted sabbaticals of longer than six months, with half pay for 12 months.

(c) Half-Year Sabbaticals

Those taking half-year sabbaticals during the spring semester shall not be required to return to work following the Christmas break if the Office of Academic Affairs approves.

(d) Full-Year Sabbaticals

The Board of Trustees encourages full-year sabbatical proposals from teaching educators.

(e) Educator Responsibilities during Sabbatical Leave

Educators on sabbatical leave shall not teach nor perform any professional duties at the College. The only exception is for faculty participating in person for Department Chair vote or Promotion and Tenure departmental hearing and vote.

(f) Sabbatical Leave to Provide Additional Qualifications

Up to two additional sabbaticals beyond the five percent may be available each year designed to provide additional qualifications to teach in a different discipline: for full-time tenured teaching educators with at least 10 years of continuing full-time teaching experience at Dutchess or permission of the Office of Academic Affairs, not eligible for sabbaticals under the regular process, unable to be assigned a full teaching load, and facing the prospect of termination. Application for such a sabbatical must be with permission of the President and must be in a field in which there is an institutional teaching need.

(g) Severance in Lieu of Sabbatical Leave

In lieu of applying for such a sabbatical, the individual in question may choose, with the approval of the President, to receive 50 percent of his/her last year's base salary as severance at the conclusion of his/her 12 month notification year (last year). Such payments shall be subject to all applicable federal, state, and local taxes and other payroll deductions.

Individuals who are approved to receive severance will be continued in the College's Health Insurance Program pursuant to COBRA legislation. The College will pay for the first six months of continued coverage.

5.11 Personal Leave for Teaching Educators

The Board of Trustees shall grant teaching educators three days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave, for tenured and continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

5.12 Maternity and Paternity Leave

(a) Granting Leave Upon Birth or Adoption of a Child

The Board of Trustees shall grant educators a leave of absence without pay upon the birth of a child or adoption of a preschool age child. Such leave may commence prior to the actual date of birth or adoption as may be mutually agreeable. Leaves under this provision shall not exceed one year.

(b) Extension of Maternity or Paternity Leave

Extension of such leaves of absence may be granted by the Board of Trustees. Such requests shall not be unreasonably denied.

(c) Use of Accumulated Vacation Leave Credits

Accumulated vacation leave credits as may be available may be used to reduce the amount of leave without pay.

(d) Use of Accumulated Sick Leave Credits

Accumulated sick leave credits as may be available may be used to reduce the amount of leave without pay, upon competent medical proof that such educators are unable to perform their regular duties.

(e) Leave Granted to Temporary Full-Time Educators

Maternity and paternity leave granted to temporary full-time educators shall be considered as employment for the purposes of calculating maximum years of temporary full-time employment.

5.13 Jury/Court Appearances/Military Duty

Educators scheduled for jury duty; those required to appear in any court or before any administrative agency of the Federal, State, or local government; and those called to military duty shall be excused from professional responsibilities for such appearances. Compensation, if any, received for jury duty shall be remitted to the College.

5.14 Leave Without Pay

(a) Grant of Leave of Absence Without Pay

The President and the Board of Trustees may, upon request by an educator, grant a leave of absence without pay. Such requests shall not be unreasonably denied. Leaves of absence up to 30 calendar days duration may be approved by the President without approval by the Board of Trustees. During such leaves, all benefits will be continued. Health insurance will be continued for a maximum of six months. Educators on unpaid leave shall retain but shall not accrue credit, as applicable, toward tenure or sabbatical leave.

(b) Return from Leave

In cases agreed upon in advance by the Board of Trustees, upon return from leave, an educator may be placed at the same position on the salary schedule that he/she would have been on had he/she worked in the College during such period exclusive of rank promotion.

(c) Temporary Full-Time Educators

The provisions of this section shall not apply to temporary full-time Educators.

5.15 Health Insurance

(a) Available Health Plans

Effective September 1, 2016 through December 31, 2017, the following health plans will be available to educators:

- Blue Cross/Blue Shield Healthy Advantage
- Blue Cross/Blue Shield EP020
- MVP Co-Plan 25/40 (only for those enrolled prior to September 1, 2016)
- CDPHP Co-Plan 20 (only for those enrolled prior to September 1, 2011).

Effective January 1, 2018, the following health plans will be available to educators:

- Blue Cross/Blue Shield Healthy Advantage
- Blue Cross/Blue Shield EPO20

(b) Employee Contribution

Effective through December 31, 2017, educators enrolled in Family coverage will pay 12½% of the monthly premium.

Effective January 1, 2018 through August 31, 2018, Educators enrolled in health coverage will contribute to the cost of his/her health care plan monthly premiums at the following rates:

Educator Contributions to Health Care Plan Monthly Premiums January 1, 2018 through August 31, 2018		
Plan Type	Individual Coverage	Family Coverage
BC/BS Healthy Advantage	4%	12.5%
BC/BS EPO 20	0%	8%

Effective September 1, 2018, Educators enrolled in health coverage will contribute to the cost of his/her health care plan monthly premiums at the following rates:

Educator Contributions to Health Care Plan Monthly Premiums Effective September 1, 2018		
Plan Type	Individual Coverage	Family Coverage
BC/BS Healthy Advantage	4%	12.5%
BC/BS EPO 20	2%	8%

Employee contributions will be made on a pre-tax basis. Annual employee health care plan premium contributions will not exceed the maximum contribution in a calendar year as indicated for each of the health care plans and coverage. The maximum will be proportionately calculated if an Educator changes plan and/or coverage within a calendar year.

Maximum Contribution per Calendar Year		
Plan Type	Individual Coverage	Family Coverage
BC/BS Healthy Advantage	\$797	\$5,552
BC/BS EPO 20	\$354	\$3,158

The College agrees to provide an annual statement to DUE of the cost reduction or increase resulting from the changes to health insurance under this agreement.

(c) College Option to Change Health Insurance Carriers

During the life of this Agreement, the College will have the option of changing health insurance carriers, provided that similar benefits are provided and that DUE is given 60 days notice of the College's intention to change carriers.

(d) Opt Out

Educators who are otherwise insured may voluntarily opt out of the health insurance plan. Those who opt out will receive an annual payment for each year opted out in accordance with the following schedule:

Family Coverage - \$3,000

Individuals who opt out must provide written proof of alternative health insurance. Specific application procedures and payment dates will be determined by the College. Re-entry into or opting out of the health insurance program will be permitted during the open enrollment period for a January effective date or within 60 days of a qualifying event. . Additional procedures for the administration of the buyout will be determined by the College and shared in writing with DUE. Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(e) Health Insurance Upon Death of an Educator

Upon the death of an educator, health insurance will continue to be fully paid for an otherwise eligible surviving spouse and dependent children, for three full calendar months. At the end of the three months, the surviving spouse and dependent children will have the option of continuing in the College health plan.

Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

5.16 Dental Insurance

Dental insurance benefits will be provided through the CSEA Benefit Fund or comparable plan. The College will pay 100 percent of the premium costs.

During the life of this Agreement, the College will have the option of changing dental insurance carriers provided that benefits similar to those provided by the scheduled benefit plan are provided and that DUE is given 60 days notice of the College's intention to change carriers. The plan must be agreeable to Dutchess Community College and the Dutchess United Educators.

5.17 Early Retirement Benefits

(a) Eligibility

Eligible educators in the DUE bargaining unit must be age 60 with at least fifteen years of full-time service at DCC of which 10 years must be in a DUE bargaining unit position. Early retirement benefits include retiree health insurance as described in Section 5.18 Regular Retirement, a monetary incentive payment, and a payment based on unused sick leave.

(b) Incentives

Eligible Educators will receive the following monetary incentives based on age at retirement as a percentage of their final academic year salary. Educators shall receive such incentive in one, two or three payments. The specific dates will be determined with each educator. Such payments will be subject to applicable IRS regulations.

Age of Retirement with 15 years of full-time credited service at DCC	Incentive % of Final Academic Year Salary
60	50%
61	40%
62	30%
63	20%
64	10%
65	0%

(c) Health Insurance

Educators may continue in the health insurance program. Educators shall pay 15% of the individual coverage and 22.5% of the two-person or family coverage. At age 65, educators who elect to continue in the health insurance program will share the premium costs. The College will pay 70% of the cost of individual coverage or 55% of family coverage.

Upon the death of an educator, health insurance will continue to be fully paid for the surviving spouse and dependent children for three full calendar months. At the end of the three months, an otherwise eligible surviving spouse and dependent children will have the option of continuing in the College health plan. Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

Employees between the ages of 55 and 59 who are otherwise eligible for early retirement will not be eligible for early retirement incentives described in 5.17(b) and 5.17(c) but will be eligible to receive retiree health insurance with the same contribution rates as a regular retiree pursuant to 5.18 (College pays 70% for individual coverage or 55% of family coverage). This benefit will cease if the educator accepts other employment with an employer who provides health insurance benefits. Upon reaching the age of 65, these retirees may continue in the College's health plan at the same rates but will not be eligible for Medicare Part B reimbursement by the College.

(d) Maximum Payment

The maximum payment for unused sick leave and early retirement incentive made to educators will be 100 percent of final academic year salary. This limit does not apply to educators hired prior to 9/1/97 who are Tier 1 members of TRS or ERS.

(e) Notice of Early Retirement

Teaching educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the College President at least nine months prior to their retirement date. Non-Teaching Educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the

President at least five months prior.

(f) Payment Subject to Tax

Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(g) Extended Early Retirement

Teaching educators who choose early retirement may, at the time of application, also apply for Extended Early Retirement, in which case they would remain on the faculty as half-time lecturers with half their annual salary calculated on the basis of the first step of the rank which they had achieved at the time of application. Teaching educators opting for Extended Early Retirement may continue in this state from the time they receive their incentive for a period of up to five years or until they file for retirement benefits, whichever comes first. The Extended Early Retirement may begin up to one year after the receipt of Early Retirement incentive. The five years additional teaching need not be done on a continuous basis.

Teaching educators granted Extended Early Retirement will be responsible to maintain and post office hours, in a distribution approved by the Department Chair, not to exceed one-half the amount normally expected of a full-time faculty member. Educators may serve on College committees if appropriate and agreed to by the educator and the Department Chair.

It is further understood that, as half-time lecturers, teaching educators no longer occupy tenure track positions and are not eligible for the benefits and privileges of full-time permanent faculty with the exception of health benefits outlined in Subsection (c).

(h) Sick Leave for Half-Time Lecturers

Half-time lecturers shall be granted sick leave of one class hour per semester for each class hour taught per week.

5.18 Regular Retirement

Educators who choose regular retirement at age 65 or older with 10 or more years of DCC service may elect to continue in the College's Health Insurance program. Those who elect to continue in the College's health plan will share the costs of the insurance. The College will pay 70 percent of individual coverage or 55 percent of family coverage.

Upon the death of an educator who has retired, health insurance will continue to be fully paid for the surviving spouse and dependent children for three full calendar months. At the end of the three months, the otherwise eligible surviving spouse and dependent children will have the option of continuing in the College health plan. Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

Educators who choose regular retirement are encouraged to give one semester notice to the College.

Retirees shall be entitled to participate in the same health insurance plan(s) offered to active employees.

The College agrees to reimburse Medicare eligible employees and their spouses for Medicare Part B expenses up to the listed base rate. This benefit shall be based upon the retiree reaching Medicare eligibility.

5.19 Proper Academic Attire:

The Board of Trustees shall provide proper academic attire, without expense to educators, in accordance with protocol required for convocations or commencement exercises.

5.20 Life Insurance:

Term life insurance will be provided for each educator during the life of this Agreement. Such insurance will be provided in an amount equal to one times the educator's base salary rounded to the nearest thousand dollars.

5.21 Flexible Benefits:

Individuals are able to designate an amount of pre-tax compensation to a flexible spending account. The amount, which will be limited by IRS guidelines, may be used for IRS approved dependent care expenses and non-reimbursed medical, dental and vision care expenses.

Monies designated to these accounts, but not used during the year, cannot be returned to the individual.

Article VI: RESPONSIBILITIES AND PRACTICES OF EDUCATORS

6.01 Outside Compensated Activities

Full-time employment by the College shall be considered the basic full-time employment of all educators. In the performance of his/her specific and individual duties and obligations to the College, the educator shall be regarded as an employee of the College. He/she shall be responsible to his/her immediate supervisor, to the appropriate VP / Dean and to the President of the College, and to the Board of Trustees, as the case may be. Educators may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities. Prior to the acceptance of such commitments and on an annual basis thereafter, educators wishing to engage in additional compensated activities shall specify in writing their exact nature and duration to their supervisor for approval. The approved request will be forwarded to the next level of supervision for subsequent approvals. The President, after stating the reasons, may withhold approval of such activities or request their discontinuance.

6.02 Professional Obligations

The professional obligations of teaching educators shall include no more than five working days beyond the time between the first day of classes in the fall and graduation in the spring. The specific

dates of obligation will be stated in the academic calendar.

Department Chair days of obligation shall include all days of faculty obligation. The College recognizes that the role of Department Chair involves some work during the summer months. Therefore, the College will compensate Department Chairs for seventy (70) hours at the non-teaching rate. A maximum of fifteen hours will be scheduled in consultation with the Office of Academic Affairs. Payment will be tendered in the last payroll of the fiscal year.

The professional obligations of non-teaching educators shall be from September 1 until the following August 31.

6.03 Annual Federal and/or State Mandated Training

All full-time educators will complete two hours of mandated federal/state training as part of their professional responsibilities. If additional training is required, the College will pay at the individual's prevailing non-teaching assignment rate. With the approval of their supervisor, non-teaching educators who start and complete training outside of their regularly scheduled hours will receive compensation at the individual's prevailing non-job related assignment rate.

6.04 Annual Teaching Load

Teaching educators shall teach in each academic year a maximum of 30 contact hours without additional pay in the following disciplines: Accounting, Art History, Behavioral Sciences, Business, Criminal Justice, Computer Information Systems, Computer Science, Economics, French, German, Geography, Government, Health Education, History, Hospitality and Tourism, Italian, Mathematics, Office Technologies, Paralegal, Philosophy, Psychology, Reading, Spanish, and Speech, Career and Life Planning, Humanities, Liberal Arts/Humanities, Liberal Studies, and Retail Business Management. Those educators teaching English shall teach in each academic year a maximum of 27 contact hours without additional pay. Teaching educators shall teach in each academic year a maximum of 33 contact hours without additional pay in the following disciplines: Architectural Technology, Air Conditioning and Refrigeration, Art, Astronomy, Biology, Child Care, Chemistry, College Study Skills, Communications & Media Arts, Construction Technology, Computer Assisted Drafting, Computer Integrated Manufacturing, Dance, Dietetic Technology, Early Childhood, Electrical Technology, Electromechanical Technology, Engineering, Environmental Science & Conservation, Geology, Medical Laboratory Technology, Mental Health Assistant, Music, Nursing, Physical Education, Physical Sciences, Physics, Recreation Leadership, Theatre, and, Allied Health, Chemical Dependency Counseling, Engineering Technology, Paramedic, Performing Arts, Phlebotomy, Science, Telecommunications, Wellness and Fitness Education.

If 30 lecture hours are taught in any discipline in a year, it shall be considered a full annual teaching load. In those disciplines where the annual teaching load is 33, if the amount of laboratory hours taught in a year is three or less, then 30 contact hours shall be considered a full load.

Teaching educators should normally teach half or more than half of their annual teaching load in the fall. A fall semester load for 27-30 contact hour teaching educators would normally be 15 contact hours. A fall semester load for 33 contact hour teaching educators would normally be 17 contact hours. Any contact hours taught above load within a semester or in an academic year is referred to as "overload". Compensation for overload teaching can be found in section 8.01(b) Overload Teaching.

Teaching educators may have a portion of their teaching load reassigned to related non-teaching duties. Reassigned time is allocated as and considered equivalent to contact lecture hours when considering a teaching educator's contractual load within a semester or academic year. Teaching educators cannot use reassigned time such that they would have less than three contact lecture hours in any given semester without the approval of the Office of Academic Affairs and only in the case of an unavoidable institutional need.

6.05 Contact Hour Adjustment

(a) Intention

The intention of this contact hour adjustment formula is to provide, where possible, an alternative to retrenchment, program or course cancellation, or other special cases.

(b) Option of Teaching Other Courses

The faculty member shall be given the option of teaching other courses where feasible and appropriate.

(c) Problem Resolution

Problems that may arise concerning the implementation of this formula shall be resolved by mutual agreement between DUE and the College.

(d) Formula Guideline

The following formula shall serve as a guideline:

(1) For a typical three lecture hour/three credit course, a faculty member would receive:

- a) one contact hour of credit or salary for two to four students,
- b) two contact hours of credit or salary for five to eight students,
- c) and the full three contact hours if nine or more students were enrolled in the class.

(2) Credit for laboratory contact hours shall follow the same formula as described in part 1 above.

6.06 Assignments to Make Full Load

Teaching educators for whom it is not possible, under good administrative and educational practice, to assign a normal teaching load may be assigned evening courses or other professional duties, without additional compensation, at the discretion of the Office of Academic Affairs and support of the appropriate Department Chair. Past departmental practices will be followed. In the event that evening assignments become necessary for a teaching educator to make full load, past departmental practices may be waived by the Office of Academic Affairs. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Office of Academic Affairs, may teach a maximum of three contact hours in the summer session subsequent to the academic year, without overload compensation, in order to achieve a full teaching load for that academic year.

A full load of one hour less than the contractual teaching load as described in 6.04 Teaching Load is permitted if there are no reasonable alternatives.

6.07 Office Hours

Teaching educators shall maintain and post four office hours per week on a minimum of three different days for the purpose of advising and assisting students with their course work. Office hours should not be scheduled during the times reserved for College Activities, All-College Programs, or Student Activities. Office hours should be chosen with the schedules of students in mind.

6.08 Student Engagement Activities

Teaching educators are responsible for participating in student engagement activities. These activities include but are not limited to: advisement, orientation activities, supplementary instruction, tutoring, mentoring students in discipline, serving as club advisor, organizing or participating in extracurricular activities/programs for students. All student engagement activities are valued and teaching educators should participate in such activities that best suit their area of expertise and interest.

6.09 Master Schedule Guidelines

(a) Room Assignments

Classes should be assigned to rooms and laboratories which can properly accommodate them.

(b) Same Room for Lecture Sessions

To the extent possible, a class should be assigned to meet in the same room for all its lecture sessions.

(c) Regular Teaching Day

The regular College teaching day shall begin at 8:00 a.m. and terminate at 5:00 p.m. Teaching educators shall normally have instructional responsibilities scheduled five days a week and shall be on campus as required to perform their professional obligations. In the interest of permitting graduate study or other professional work, or adjusting an underload, or meeting an unanticipated educational need, exceptions to this guideline may be made with the approval of the Office of Academic Affairs and the appropriate Department Chair.

(d) Splitting Courses between Day and Evening

The College will not split evening courses (i.e., those beginning after the hours of the regular teaching day as specified above), or day lecture courses without the agreement of the individual concerned in order to achieve a full teaching load. Exceptions may be made for courses which are appropriate for team teaching or are agreed to by the teaching educator(s) concerned. Teaching educators shall generally have classes scheduled within a six-hour spread. The assignment of teaching educators up to an eight-hour spread by the Office of Academic Affairs is permissible in order for the teaching educators to make full load.

(e) Special Scheduling Requirements

Department Chairs, after consulting with Program Chairs and other teaching educators, shall

inform the Director of Scheduling in writing of any special scheduling requirements for courses offered by their respective departments at least eight weeks before the end of the semester prior to the semester for which the request is made. Such requests shall include items requiring special consultation, or for which special arrangements must be made.

(f) Teaching Assignments

Specific assignments for teaching educators will be determined within each department and approved by the Office of Academic Affairs.

6.10 Online / Hybrid Courses

(a) Approval and Requirements

Full-Time Educators (Faculty and Non-Teaching Educators) wishing to teach an online/hybrid course must receive the prior written approval of the academic Department Chair and the Office of Academic Affairs. Additionally, they must currently be teaching or in the past have taught at least one lecture based credit course at Dutchess Community College before developing an online/hybrid course(s). No Educator will be assigned an online/hybrid course without prior training in an appropriate Course Management System (CMS) and without his/her consent.

Hybrid courses have at least 1/3 of the educational content conveyed in a digital environment. The contact hours of face-to-face meetings in a Hybrid course must be approved by the Department Chair and the Office of Academic Affairs. Online learning courses are taught entirely online but may include proctored assessments.

A Full-Time Educator must successfully teach an online/hybrid course at least one semester before seeking permission to teach an additional online/hybrid course. The preparation to teach an approved additional online/hybrid course can only take place during or after the second semester of teaching the current online/hybrid course.

(b) Non-Teaching Educators

Online/hybrid teaching assignments may not interfere with or be fulfilled during an Non-Teaching Educator's regular work schedule without a schedule adjustment and written permission of the Non-Teaching Educator's Supervising Dean.

(c) Training

- i. Full-Time Educators approved to teach his or her first online/hybrid course will receive documented training in the appropriate CMS prior to offering the course. The approved Educator will attend all of the required training sessions. The Associate Dean of Academic Affairs or his/her designee will mentor the Educator when needed.
- ii. During the one semester of training/preparation to offer his/her first online/hybrid course, the Full-Time Educator will be paid for three (3) lecture hours at the appropriate overload teaching rate to be paid upon verified completion of the training/preparation. This payment shall be for learning and applying the CMS and relevant pedagogy to teach an online/hybrid course.
- iii. For any subsequent online/hybrid course(s) taught by a Full-Time Educator, or for course development by a Full-Time Educator with documented prior training in an appropriate

CMS, one (1) lecture hour at the appropriate teaching rate will be paid to the Educator in the preparation semester for applying the appropriate CMS and relevant pedagogy to the development of each additional online/hybrid course.

- iv. The Full-Time Educator teaching an online/hybrid course must have specific course information including a syllabus, schedule, and introductory announcement placed in the CMS at least one week before the commencement of the semester in which the course is to be taught.
- v. The College agrees to consider and discuss with DUE additional training support for faculty teaching Hybrid courses as those opportunities become available.

(d) Online/Hybrid Course Offerings

Approved Full-Time Educators agree to offer any online/hybrid course for three (3) semesters if they received payment for training / preparation. If a Full-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only.

(e) Formal Observation

Those Educators teaching online/hybrid courses in addition to lecture based courses shall have an online/hybrid course be used at least once every three years for their formal class observation.

(f) Teaching and Student Load Limitations

- i. Online/hybrid courses being taught during the Spring and Fall semesters can be considered part of the Full-Time faculty member's regular load. They may also be taught as overload for Full-Time Educators. Online/hybrid courses taught in the summer will be used towards the educator's Summer teaching maximum. Limitations for teaching online/hybrid courses throughout the year are defined in the following table:

	Fall Semester	Spring Semester	Winter Term	Summer Session
Faculty	2 sections on load and 2 as overload	2 sections on load and 2 as overload	1 section as overload	3 sections per term as overload . No more than 9 contact hours per term, not to exceed the cost of 16 lecture hours for entire Summer session.
Non-teaching Educators	1 section as extra-service*	1 section as extra-service*	1 section as extra-service*	1 section per non-overlapping term as extra-service*

* = With the approval of the Department Chair, OAA, and their direct Supervisor.

- ii. The first semester that the initial online/hybrid course is taught, the instructor shall be limited to one online/hybrid section of that course and class enrollment shall be at a

maximum of sixteen (16) students. Thereafter, the maximum enrollment for online courses and hybrid courses with 50% or more of the education content being taught online shall be: 90% of the maximum for the regular course if the maximum is 20 students or less and 80% of the maximum for the regular course if the maximum is 21 students or more. Hybrid sections with less than 50% of educational content being taught online would have maximum enrollment consistent with face-to-face sections.

(g) Intellectual Property

The College has the rights to the course outline, the orientation documents, and the sequencing of the content material; however, the specific assignments, discussion questions, or other Educator generated academic content remain the intellectual property of the Full-Time Educator.

(h) Waiver

The Office of Academic Affairs may waive the requirements / limitations in Sections 6.10(a), 6.10(c).i., and 6.10(f).i. with the approval of DUE and the Full-Time Educator. A formal waiver process shall be jointly approved by DCC and DUE within 6 months of this agreement's approval.

6.11 Work Week for Non-Teaching Educators:

The Trustees acknowledge the College's obligation to establish reasonable weekly workloads for non-teaching educators with full recognition on the part of DUE that there may be critical periods during which the established workloads may be exceeded. Normally, except in cases of institutional or student need, non-teaching educators shall be scheduled to work Monday through Friday from 9:00 a.m. to 5:00 p.m.

Initiating with the first full work week in June and ending with the last full work week in August, Non-Teaching Educators may work a four-day, 40 hour work week including 1 hour and 15 minutes lunch daily with their consent and with the approval of the appropriate Dean. Sick days, personal days, and leave days taken during a four-day work week shall be adjusted accordingly.

In the event that the College is closed on Fridays during the summer, Non-Teaching Educators will have the option of working an extended four-day work week, using approved leave time or taking Friday as an unpaid day. Sick days, personal days, and vacation days taken during a four-day work week will be adjusted accordingly.

Article VII: GENERAL PROFESSIONAL PRACTICES

7.01 Personnel Files

(a) Maintaining Two Files (Open and Closed)

The College shall maintain two files, an open file and a closed file, for each educator. The files for non-teaching educators are maintained and held in the Office of Human Resources. The files for teaching educators are maintained and held in the Office of Academic Affairs.

(b) Open File

An individual's permanent open file is established upon initial appointment to a position on the faculty or administrative staff and shall contain all materials accumulated following his/her initial appointment to the College.

- (1) Materials placed in an Educator's open file are available for review. Educators will be informed of all material concerning them received by or generated by the College and if it is to be retained in the staff member's file.
- (2) At the end of each academic year, Department Chairs/Supervisors shall submit any memoranda or communication bearing upon the professional performance of an Educator including merit evaluations for deposit in the open file. Any of this information in the possession of the Department Chair/Supervisor that is not to be placed in the open file will be destroyed.
- (3) The open file shall be available for review by the Educator.
- (4) The open file may be read by the Educator's representative under either of the conditions set forth below. In either case, the representative must sign a statement giving his/her name, title address, date, and name of the person whose file is to be read.
 - a. If the representative is accompanied by the Educator concerned and the latter so acknowledges this fact.
 - b. If the representative is alone but has power of attorney to act on the Educator's behalf.
- (5) The Educator shall have the right to read the contents of the open file and attach any comments which he/she may deem relevant to any of the materials contained therein.
- (6) Teaching Educator files may only be read in the Office of Academic Affairs and in the presence of a representative of the Office of Academic Affairs.
- (7) Non-Teaching Educator files may only be read in the Office of Human Resources and in the presence of a representative of the Office of Human Resources.
- (8) Appointments should be made when a Educator intends to read his/her file in order that convenient times and security may be established. Original materials shall not be removed under any circumstance but requests by the Educator concerned (or the Educator's representative) for copies of materials shall be granted.
- (9) The Educator may attach comments on a separate paper to any material in the file. Likewise, the Dean/Director may, if he/she so wishes, add any notation regarding the circumstances concerning the additions. If the original material is later removed from the file, any written comments by the Educator shall be accurately represented within any summary of those materials removed from the file.
- (10) A copy of this procedure is to be given to all Educators requesting a review of their file, signed and dated, and kept in the open file as a permanent record of both authorization and compliance.

(c) Closed File

The closed file shall contain only the materials accumulated prior to the unit member's appointment to the College.

7.02 Faculty Evaluation Process

(a) Purpose

The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to recognize and encourage outstanding professional performance by providing a process that includes supervisory, peer, and self-review. Through this process, faculty are able to identify areas of excellent performance and areas for improvement, and peers and supervisors are able to provide useful feedback for consideration. Support of a professional working environment and professional development are key elements of an outstanding professional performance; therefore, the evaluation process also addresses possible actions as a result of the evaluation process. An evaluation of faculty shall be based on total professional performance. The evaluation of a full-time faculty member is conducted by the faculty member's department chair. An exception is for a full-time faculty member serving as department chair. In that case, the faculty member's evaluation is conducted by the Office of Academic Affairs.

(b) Evaluation Process

The primary component of the evaluation process is the Professional Development Report which provides detailed information concerning the three aspects of faculty: teaching, service, and scholarship. Classroom observations and student surveys of teaching are a part of the process to supply first-hand information about the faculty member's teaching practice. The process also includes review of procedural responsibilities of faculty.

Detailed information about the Professional Development Report and process is located in Appendix C, requirements for syllabi is located in Appendix D, classroom observation process in Appendix E, student survey of teaching process is located in Appendix F, student survey of teaching form is located in Appendix G, and guidelines to address faculty evaluation recommendations is located in Appendix H. The processes described in Appendices C through H will be implemented starting in fall 2017.

7.03 Promotion of Teaching Educators

(a) Commitment to Sound Policy of Appointment and Promotion

The Board acknowledges a commitment to a professionally sound policy of appointment and promotion to positions of academic rank based upon the instructional needs of the academic program and student enrollment and the professional progress and achievement of the teaching educators. To this end, each year the Board of Trustees shall provide for the promotion of those full-time teaching educators eligible and qualified for promotion in rank to the extent that positions are available to support such promotions. Availability of positions will be determined by budgetary criteria.

(b) Committee on Promotion and Tenure

A Committee on Promotion and Tenure shall be established to advise the President and Board of Trustees on all matters having to do with promotion of teaching educators, granting of continuing appointments and non-reappointment of continuing appointments. The Committee shall consist of 10 tenured faculty members--one from each department --with one-half elected annually by the teaching educators. Each department will elect its representative through a process conducted by the office of the

Dean of Academic Affairs. Department Chairs will be ineligible to serve if they have candidates for promotion or tenure from their department. No faculty member will be allowed to serve more than two successive two-year terms. No candidate for promotion shall serve on the committee during the period of his/her candidacy for promotion.

(c) Departmental Consideration for Promotion and Tenure

Within each department of the College, all teaching educators meeting minimum requirements for promotion and/or tenure shall be considered by a committee composed of the Department Chair and all tenured teaching educators of that department. Formal procedures for departmental recommendations on promotions and continuing appointments shall be made in accordance with procedures promulgated by the Board of Trustees.

(d) Departmental Recommendations

All departmental recommendations shall be forwarded in writing to the Committee on Promotion and Tenure. Department Chairs who wish to recommend promotions, continuing appointments or non-reappointments of continuing appointments will be invited, along with the candidate, to appear before the Committee to support their recommendations. A Department Chair may be accompanied by an additional staff member of his/her choice. Department Chairs may also be required to justify their failure to recommend an eligible teaching educator for promotion.

(e) Recommendations from Committee on Promotion and Tenure

The Committee on Promotion and Tenure shall forward in writing its recommendations to the Dean of Academic Affairs. The Dean of Academic Affairs shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations, to the President. The President shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations to the Board of Trustees.

(f) Public Notice of Promotion and Tenure

Notice of promotion and tenure shall be publicly announced within a reasonable time after the individuals concerned are notified.

(g) Eligibility for Tenured Appointments

Eligibility for tenured appointments is set at no more than six years of full-time teaching at the College.

7.04 Promotion of Non-Teaching Educators

(a) Commitment to Sound Policy of Promotion

The Board acknowledges a commitment to a professionally sound policy of promotion for Non-Teaching Educators based on professional progress, Professional Development Reports (PDR), contribution to the college and/or achievement. To this end, each year the Board will provide for the promotion of those full-time Non-Teaching Educators who are eligible and qualified for promotion to the extent that budgetary criteria permit.

(b) Granting Promotional Increments

Non-Teaching Educators who have met the minimum qualifications for a given group will be eligible to be considered for a promotional increment according to the guidelines described in Appendix I.

(c) Other Promotion Processes

The Administration and DUE will complete discussion of other promotional opportunity processes for Non-Teaching Educators and create a MOA through Labor Management discussions within one year of the 2016-2020 contract ratification.

(d) Public Notice of Promotion

Notice of promotion shall be publicly announced within a reasonable time after the individuals concerned are notified.

(e) Job Audit Request

Requests for job audit must be approved by the Non-Teaching Educator's area VP and submitted to the Office of Human Resources.

(f) Salary Group

Non-Teaching Educators who are promoted to a new salary group as the result of a job audit will be moved horizontally on the salary schedule.

7.05 Removal of Tenure

(a) Tenure Hearing Committee

The Tenure Hearing Committee in the removal of tenure procedure will include 12 tenured teaching educators who receive their appointments by vote of the tenured faculty. The 12 members will include six from the general education disciplines and six from the career disciplines.

(b) Payment for Preparation and Reproduction of the Record

The Board of Trustees agrees to pay for the preparation and reproduction of the record in sufficient quantities in any hearing resulting from action taken by the Trustees to terminate the continuing appointment of a teaching educator. The Trustees also agree to pay up to a maximum of \$1,000 for mileage at the I.R.S. rate for witnesses required in any one proceeding.

7.06 Non-Renewal of Appointments of Non-Tenured Teaching Educators

(a) Advised of Criteria and Procedures

At the time of initial appointment, teaching educators will be advised of the criteria and procedures employed in decisions affecting renewal.

(b) Annual Conference with Department Chairs

To facilitate adequate consideration of the performance of teaching educators with reference to the criteria in effect, Department Chairs will be required to confer annually with teaching educators on

term appointments.

(c) **Advised of Time that Decisions Concerning Renewal and Non-Renewal are Made**

Teaching educators will be advised of the time that decisions concerning renewal and non-renewal of appointments are generally made, and be given an opportunity to submit material relevant to the adequate consideration of their performance and qualifications.

(d) **Notice of Negative Recommendation**

In the event a recommendation not to renew an appointment is made, the teaching educator involved will be informed of the negative recommendation in writing by the President, and upon request, will be advised of the reasons which contributed to the negative recommendation. If a positive recommendation is denied, the reasons will be given by the Board of Trustees.

(e) **Review of Negative Decisions by Committee on Promotion and Tenure**

The Committee on Promotion and Tenure shall review negative decisions if the affected teaching educator so requests in writing, on grounds of inadequate consideration, discrimination, or violation of academic freedom. Such requests shall be made within thirty (30) days of receipt of the negative decision. Committee recommendations shall be submitted as per 7.2(e) of the Agreement.

7.07 Non-Teaching Educator Provisional Employment Period

The purpose of a provisional period for full time Non-Teaching Educators is to allow the College sufficient time to evaluate a new employee's performance before regular employment status and the contractual obligation regarding notice of separation are granted.

(a) **Procedure**

1. Any employee hired into a full time Non-Teaching Educator position will serve a maximum of nine (9) months provisional period of service. This process is not applicable to promotional appointments or position upgrades from other DUE covered full time positions.
2. During the minimum period of employment of three (3) months from the date of hire, an employee may be removed from his/her position only for gross misconduct.
3. No later than upon reaching the milestone of three (3) months of service, the employee will receive a formal, written performance appraisal outlining satisfactory performance and areas requiring improvement. If there is a determination of unsatisfactory service, the employee may be placed on warning and notified of the possibility of termination of employment. In that case, the supervisor will outline an improvement action plan and timeframe for follow up to review progress.
4. In the event of a determination of unsatisfactory service at or any time between the minimum and maximum period of provisional service, the employee will receive a formal, written performance appraisal outlining areas requiring improvement. The employee may be placed on warning and notified of the possibility of termination of employment. If the assessment indicates that the employee is on warning, the supervisor will outline an improvement action plan and timeframe for follow up to review progress.

5. A copy of any formal written performance appraisal and (if applicable) any warning will be forwarded to the Office of Human Resources. The College will notify the DUE president of any warning status determinations within three (3) business days of notification to employee. All provisional assessments and warning materials will be kept confidential in the Office of Human Resources.
6. During the six (6) months between the minimum (3 months) and maximum (9 months) period of service from the date of hire, if the employee fails to meet the improvement action plan requirements within the outlined time frame, the employee may be terminated for unsatisfactory performance or misconduct after notification of at least two (2) weeks. The College will notify the DUE president of the termination notice within three (3) business days.
7. This nine (9) month provisional period may be extended for approved leaves of absence and or by mutual agreement between the College and DUE.
8. Once an employee's service has exceeded the maximum period of 9 months, the employee will be given notice that they have been granted regular employment status and his/her start date will be listed as the initial date of hire. Upon completion of the provisional period, an employee will be entitled to receive at least twelve (12) months of notice of non-renewal subject to and in accordance with Section 7.08(b) and (c) Notice of Termination.

7.08 Non-Teaching Educator Three-Year Appointments

A Non-Teaching Educator employee recommended for merit increments over three consecutive academic years will automatically receive a three-year appointment. The three-year appointment is renewable based on continuous satisfactory evaluations. In the event of an unsatisfactory evaluation, the employee reverts to a one-year appointment status at the end of his/her current three-year appointment until re-establishing eligibility for three-year appointment status.

A three-year appointment guarantees Non-Teaching Educator's employment for three years unless formal disciplinary action procedures or retrenchment occurs.

If a Non-Teaching Educator employee with a three-year appointment is appointed to an administrative position with a different title, the existing three-year appointment is retained. In the event of a promotion, the employee reverts to a one-year appointment status until re-establishing eligibility for three-year appointment status.

7.09 Retrenchment

(a) Retrenchment of Teaching Educators

In instances where financial exigencies may require the reduction of faculty, seniority in time of service at the College, and rank shall be the factors in determining who shall be retained within academic disciplines. Faculty who are non-tenured shall be released first.

The College will give those educators thus affected written notice thereof, by registered mail, one year prior to the date of retrenchment. Retrenched educators shall be placed on a recall list for two years and reinstated in inverse order of retrenchment.

For a period of two years following retrenchment, full-time faculty shall not be replaced with temporary full-time faculty or with part-time faculty whose aggregate work load is equivalent to a full-time teaching load. Once there is a full-time teaching load for which the retrenched faculty member is qualified, retrenched faculty shall be recalled.

The College will support opportunities for retraining any educator facing retrenchment through the use of existing mechanisms such as sabbatical leaves, tuition reimbursement, Improvement of Instruction Grants, and other similar professional staff development programs.

(b) Retrenchment of Non-Teaching Educators

This section does not apply to employees in grant funded positions.

The services of any non-teaching educators may be terminated in the event of financial or program retrenchment. If it is anticipated that such retrenchment is necessary, the President shall meet with the appropriate DUE representative prior to implementing retrenchment and follow the procedure for reducing Non-Teaching Educators.

If an individual Non-Teaching Educator's employment is to be terminated because of financial or program retrenchment, the Non-Teaching Educator shall be notified as far in advance as possible by certified mail but must be given at least one hundred and eighty (180) days advance notice of the date of termination.

Before retrenchment of a full-time Non-Teaching Educator position occurs, temporary and part-time positions in the same title will be eliminated. Full-time employees in that title will be retrenched based on seniority.

Seniority shall be defined as full-time length of service included in the DUE bargaining unit. Service in a non-DUE bargaining unit position shall not be considered towards seniority. If a DUE member leaves or previously had left a DUE position for a non-DUE College position, seniority prior to leaving shall be retained, provided the member returns to a DUE bargaining unit position within one year after leaving.

A non-teaching educator in a title identified for retrenchment will be given consideration for another full-time or part-time position at the College which the member is qualified to fill as determined by the College President in accordance with the job description on file in the Office of Human Resources. For the purposes of this article, qualifications for a position will be determined by the College. The College agrees to support staff development activities that it deems necessary to help the individual succeed in his or her new assignment.

Retrenched employees will be placed on a Preferred Vacancy Assignment list sorted by date of retrenchment and seniority. Refusal of a reassignment to a vacant position will terminate the individual's entitlement to any subsequent preferential vacancy assignment.

In the event of retrenchment, employees shall be paid for leave accruals pursuant to and/or as limited by the Collective Bargaining Agreement.

The College will cover COBRA health insurance costs for up to three months for Non-Teaching

Educators on the retrenchment list from the date of separation.

If within two (2) years of the date of termination the position of the retrenched Non-Teaching Educator is reinstated, the individual who has had employment terminated for this position shall be offered reinstatement in inverse order of retrenchment and seniority. Refusal of such offered position shall terminate the retrenched member's recall entitlement hereunder.

7.10 Notice of Termination:

(a) Notice of Termination for Teaching Educators

Notice of termination for reasons other than retrenchment to those teaching educators holding term appointments shall be

- not later than April 1 for appointees in their first year of academic service to the College;
- not later than February 1 for those serving in their second year of academic service to the College;
- at least twelve months notice for all others;
- Teaching educators who are employed through grant or externally funded programs shall receive a minimum of one (1) month notice of termination.

(b) Notice of Termination for Non-Teaching Educators

Notice of termination for reasons other than retrenchment for those non-teaching educators who have been granted regular employment status shall be at least twelve (12) months notice.

Non-teaching educators who are employed through grant or externally funded programs shall receive a minimum of one (1) month notice of termination.

7.11 Contract Grievance Procedure:

(a) Definition

A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

(b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his/her designee within 30 calendar days after DUE knew, or reasonably should have known, of the act or condition giving rise to the dispute.

(c) Step 2

Within 15 calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his/her designee may request DUE to meet in an effort to resolve the grievance. The President or his/her designee shall reply to DUE, in writing, within 15 calendar days following receipt of the grievance.

(d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within 15 calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees.

Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to or subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement, and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

(e) Decision of Arbitrator

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75, Section 7511 (a), (b) 1, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties.

7.12 Disciplinary Procedure

(a) Section 1 - Purpose

The purpose of this article is to provide a prompt, equitable and efficient procedure for the imposition of discipline, including termination of non-tenured faculty and Non-Teaching Educator's. Where the College seeks to remove a tenured faculty, the provisions of Article 11.1 of the Professional Staff Handbook shall apply.

Prior to initiating formal disciplinary action pursuant to this provision, the College President, or designee is encouraged to resolve the matter informally; provided, however, such informal action shall not be required nor restrict the right of the College to initiate disciplinary action.

(b) Section 2 - Definitions

- i.) "Discipline" shall be defined as the imposition of a penalty pursuant to the procedures specified therein and shall include termination (where applicable), suspension, demotion.

Counseling shall be deemed corrective and not subject to the procedures herein.

- ii.) "Days" shall mean calendar days. If any of the time limits provided herein fall on a Saturday or Sunday, the time limits shall be extended to the following Monday. If any of the time limits fall on a holiday observed by the College, the time limits shall be deemed to be the day following the holiday. Periods during which classes are not scheduled shall not count as a day. Days in which the College is closed pursuant to the College Calendar shall not count as a day for the purpose of this Article.
- iii.) "Service" shall mean the act of delivering, in accordance with the provisions of this Article, a notice of discipline. In determining time limits for the service of a notice of discipline,

service shall be effective on the date of personal service or mailing by certified mail, return receipt requested, as evidenced by the official postmark appearing on the receipt for certified mail. For purposes of determining time limits for the filing of a disciplinary grievance, service shall be effective upon the date of personal service or, in the event of mailing, which shall be by certified mail, return receipt requested, from the date the employee or any other person accepting delivery has signed the return receipt.

- iv.) "College President" shall mean the President of Dutchess Community College or his/her designee.
- v.) "Employee" shall mean the employee upon whom discipline is sought to be imposed.
- vi.) "Union" shall mean Dutchess United Educators. Service upon the Union President shall be deemed service upon the Union.

(c) Section 3 - Applicability

Discipline shall be imposed upon employees only pursuant to this article; and shall apply to the discipline and/or termination non-tenured faculty during the term of their appointment and the discipline and/or termination of non-teaching educators during the term of their employment. This article shall not apply to the non-renewal of term appointments of faculty or Non-Teaching Educator's. For the purposes of this agreement Term appointments are defined in the Professional Staff Handbook.

(d) Section 4 - Disciplinary Procedure

- i.) Discipline shall be imposed only for just cause, Where the College seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by certified mail, return receipt requested to the employee's address on record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. A copy of the Notice of Discipline shall be served within three days upon the Union.
- ii.) The penalty proposed in the notice of discipline may not be implemented until the employee either a.) fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline or, b.) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration or, c.) having appealed to disciplinary arbitration until and to the extent that it is upheld by the disciplinary arbitrator or, d.) the matter has settled.
- iii.) If the employee objects to the proposed discipline, the employee shall file a grievance at Step 2. Such grievance must be received within ten (10) days of service of the Notice of Discipline. The grievance must be filed in writing. Service my e-mail shall not be accepted.
- iv.) The College President may request to meet with the employee in an effort to resolve the discipline. The President shall reply to the grievance within fifteen (15) days following receipt of the grievance.
- v.) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the Union within ten (10) days of receipt of the

response of the President. Notice of appeal to disciplinary arbitration shall be filed by certified mail, return receipt requested, or by personal service upon the Office of the President.

- vi.) The College and DUE shall jointly agree, within fifteen (15) days of the execution of the Collective Bargaining Agreement, on a four (4) member panel of disciplinary arbitrators. The arbitrator shall initially be listed alphabetically and shall be selected in rotation.
 - vii.) The disciplinary arbitrator shall hold a hearing within thirty (30) days of appointment or as soon thereafter as practicable, or within such other period as may be mutually agreed upon by the parties. In the event that the disciplinary arbitrator is not able to hold a hearing within sixty (60) days of appointment, the parties may select the next available arbitrator on the list. The disciplinary arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing.
 - viii.) Either party wishing a transcript of the disciplinary arbitration hearing shall be responsible for the cost of same and shall provide, without charge, a copy to the arbitrator and the other party. A party requesting a transcript shall advise the arbitrator and the other party no later than seven (7) days prior to the beginning of the hearing.
 - ix.) The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of the proposed penalties. The disciplinary arbitrator shall have the authority to consider alleged violations of this article, but shall have no authority to consider other alleged violations of other provisions of this agreement.
 - x.) The disciplinary arbitrator shall not add to, subtract from nor modify the provisions of this agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty or timeliness shall be deemed final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted.
 - xi.) All fees and expenses of the arbitrator shall be divided equally between the College and DUE, or the employee if not represented by DUE. Each party shall bear the cost of preparing and presenting its own case.
 - xii.) Upon request, the employee may be represented by DUE at any stage of the disciplinary procedure.
 - xiii.) The time limits specified herein may be extended by mutual agreement in writing.
- (e) Section 5 - Settlements
- i.) A disciplinary grievance may be settled at any time following the service of a notice of discipline, the terms of which shall be reduced to writing.
 - ii.) All settlements and arbitrators' awards shall be final and binding upon the College, DUE and the employee.

(f) Section 6 - Limitation

- i.) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than eighteen (18) months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

7.13 Department Chair Appointment and Nomination Procedures

Department Chairs are appointed by the President of the College to serve for three-year terms.

Typically, elections shall be held within a department to nominate a Department Chair every three years:

- (1) The Office of Academic Affairs shall call for letters of interest prior to the first department meeting after the start of classes in the spring semester. Any tenured faculty member who has a willingness to serve submits a letter of interest to OAA within a two week period from the call for letters of interest.
- (2) If there are no tenured faculty who have come forward within the department at the end a two week period, a call for letters of interest will open for one additional week for non-tenured full-time faculty within the department.
- (3) If there are no letters of interest from full time faculty for Department Chair within a Department, a call for letters of interest will open for an additional week for tenured faculty from any Department of the college.
- (4) The most senior member of the departmental faculty not seeking the position of Department Chair shall call and conduct a meeting of departmental full-time faculty for the purpose of determining the department's nomination for Department Chair.
 - a. This meeting shall take place no later than 2 weeks after the close of call for letters.
 - b. The announcement shall be in writing and must be issued at least seven working days in advance of the meeting. Accompanying the notice of the meeting will be a list of candidates and their letters of interest.
 - c. A quorum for the meeting shall consist of a minimum of 60% of the members of the department.
 - d. At the meeting, candidates will be given the opportunity to address their departmental colleagues for ten minutes or less regarding their candidacy.
 - e. Only full time faculty within the department and present at the meeting may vote.
 - f. Voting will be by secret ballot, providing a list including the candidates' names and a choice for "none of the above". Each person will select one of the choices on the list.
 - g. A departmental subcommittee of at least two members shall collect the ballots and deliver them in a sealed envelope to the Office of Academic Affairs. Ballots will be counted by the Office of Academic Affairs in the presence of the subcommittee.
- (5) Within two business days, the Office of Academic Affairs will forward the results of the department vote to all full time department faculty.

(6) The Office of Academic Affairs shall forward the results of the department vote along with the recommendation of the Vice President of Academic Affairs to the President.

(7) Typically, the President of the College will appoint the department's nominee to the position of Department Chair no later than April 15. Should the President choose to appoint a Department Chair who was not a candidate with plurality support within the department, the President shall share the reasons for the decision in writing with all full-time faculty members of said department.

In the event of an unplanned vacancy, the President may appoint an interim Department Chair. In that case, the departmental nomination process will be completed as soon as possible within the confines of the academic calendar. An interim Department Chair shall not serve more than one full semester without consultation with the full-time faculty in the department.

For the initial implementation, the departments chair nomination cycle shall be determined by seniority of existing department heads with approximately the same number of Department Chairs appointed over the three years beginning with Spring 2017.

(Specifically, beginning in the spring term of 2017, voting will take place in the Allied Health and Biological Sciences Department, the English and Humanities Department and Performing, Visual Arts and Communications Department. In spring of 2018, voting will take place in the Business Department, Engineering, Architecture, and Computer Technologies Department, History, Government and Economics Department, and Nursing Department. In spring of 2019, voting will take place in the Behavioral Science Department, the Mathematics and Computer Science Department and the Physical Science Department.)

Article VIII: SALARY

8.01 Salary Determination

(a) Salary Schedule in Effect

For 2016-2017:

The salary schedule in effect for 2015-2016 shall be increased by 2.0%. There shall be a new top step reflecting a full increment in each group and rank. The distribution pattern for Educators for 2016-2017 only, effective September 1, 2016, shall be composed of the wage increase specified above, and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2015-2016), resulting in receipt of a merit increase.

For 2017-2018:

The salary schedule in effect for 2016-2017 shall be increased by 2.0%. The distribution pattern for Educators for 2017-2018 only, effective September 1, 2017, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2016-2017), resulting in

receipt of a merit increase.

For 2018-2019:

The salary schedule in effect for 2017-2018 shall be increased by 1.75%. The distribution pattern for Educators for 2018-2019 only, effective September 1, 2018, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2017-2018), resulting in receipt of a merit increase.

For 2019-2020:

The salary schedule in effect for 2018-2019 shall be increased by 1.75%. The distribution pattern for Educators for 2019-2020 only, effective September 1, 2019, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2018-2019), resulting in receipt of a merit increase.

(b). Overload Teaching

For only the academic year of 2016-2017, annual overload is paid according to Appendix C of the 2015-2016 contract using the negotiated rates for overload teaching.

Effective September 1, 2016 overload teaching pay shall be as follows:

	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020
First or second semester teaching	\$1052 per lecture hour \$789 per lab hour	\$1094 per lecture hour \$821 per lab hour	\$1138 per lecture hour \$853 per lab hour	\$1183 per lecture hour \$888 per lab hour
Third or more semester teaching	\$1159 per lecture hour \$869 per lab hour	\$1205 per lecture hour \$904 per lab hour	\$1253 per lecture hour \$940 per lab hour	\$1303 per lecture hour \$977 per lab hour

Effective Fall 2017, all contact hours over load in either a fall or spring semester is compensated at the overload lecture hour rate. Payment for overload teaching will be made in the semester in which the overload is taught. For the purpose of calculating overload, the following shall be considered the teaching load in fall semesters:

Faculty whose teaching load is 27 or 30 hours: 15 contact hours

Faculty whole teaching load is 33 hours: 17 contact hours

Overload incurred in a fall semester may be waived to count toward meeting load in the following spring semester upon the written request of a Department Chair, in consultation with the affected faculty member, and with approval of OAA. Requests to waive fall overload is submitted to

OAA and must be accompanied with a justification. If a teaching educator does not have an annual teaching load as described 6.04 Annual Teaching Load and has received overload payments in the fall semester, the educator will reimburse the College for the equivalent fall overload payment. Any overload that includes a fraction of an hour is paid proportionately.

(c) Overload Field Supervision

Effective Spring 2017, any overload field supervision will be compensated. An hour of overload field supervision is defined as a scheduled hour of supervision that takes place each week of the semester in addition to the contractually required hours of supervision per week. Each hour of overload supervision receives ½ hour compensation at the Lab Overload rate.

(d) Voluntary Prison Teaching

Educators electing to teach courses at correctional facilities shall receive \$200 additional salary per course for each course taught in a correctional facility.

(e) Academic Department Chairs

The Academic Department Chairs are responsible for maintaining the academic quality of departmental programs and courses designed to serve the needs of the students and the community. Excellence in teaching and learning is their primary focus. Faculty members designated as academic Department Chairs retain their status as regular members of the college faculty, including their tenure status and rank, during and after their service as Department Chairs.

The Academic Department Chair is directly responsible to the Office of Academic Affairs for the academic program of the department.

Compensation Formula:

$$\text{Base Reassigned Time} = 0.4 \times \text{Annual Teaching Load (rounded up to nearest whole number)}$$

Additional reassigned time is provided depending on number of full-time personnel, including full-time faculty, Non-Teaching Educators, and CSEA staff supervised and the credit hours generated in departmental courses as provided in the tables below.

Number of Personnel Supervised	Additional Reassigned Time
Up to 8	0
9 – 16	1
17 – 24	2
25 and up	3

Credit Hours Generated	Additional Reassigned Time
Up to 5000	0
5000 – 9999	1
10000 and up	2

The calculation for reassigned time for the coming academic year is made based on the number of personnel as of February 1 of the current academic year and the number of credit hours generated in the fall semester of the current academic year.

The Academic Department Chair job description and responsibilities are retained by the Office of Academic Affairs with a current copy supplied to DUE. Any changes to the Department Chair job description requires negotiation on the impact of said changes.

(f) Part-Time Faculty Supervision

The Part-Time Faculty Supervisor is appointed for the purpose of supporting excellence in teaching and learning among part-time faculty teaching in an academic discipline. Part-Time Faculty Supervisors have demonstrated expertise related to the academic content of the course(s) that the part-time faculty they are supervising are assigned. Excellence in teaching and learning is their primary focus. An individual serving as Part-Time Faculty Supervisor is appointed by the Vice-President/Dean of Academic Affairs based on the recommendation of the Department Chair. Faculty members designated as Part-Time Faculty Supervisors retain their status as regular members of the college faculty, including their tenure status and rank, during and after their service as part-time faculty supervisors.

The Part-Time Faculty Supervisor position is responsible to the department chair, and generally is filled by a senior member of the full-time faculty from the department. Department Chairs and Program Chairs may serve as a Part-Time Faculty Supervisor.

Compensation Formula:

Calculated on a semester basis – 0.125 lecture hour/part-time faculty member supervised

Supervision of 8 part-time faculty members would be equivalent to one lecture hour of reassigned time.

The Part-Time Faculty Supervisor job description and responsibilities are retained by the Office of Academic Affairs with a current copy supplied to DUE. Any changes to the Part-Time Faculty Supervisor job description requires negotiation on the impact of said changes.

(g) Concurrent Course Supervision

Supervision of concurrent courses (courses taught in high schools by high school faculty) must include a visitation and will be paid at \$100.00 for each section supervised. Priority for supervision of concurrent course sections will be given to departmental supervisors and departmental faculty. If the departmental supervisor or department faculty cannot supervise a concurrent enrollment section(s), the Office of Academic Affairs shall arrange for appropriate coverage.

(h) Remuneration for Non-Job Related Assignments

Remuneration for non-job related assignments voluntarily assumed by non-teaching educators and approved by the supervising dean and registration-related and non-job related assignments voluntarily assumed by teaching educators and approved by the Office of Academic Affairs shall be at the rate of \$ 35 per hour for those who are in their first or second semester of full-time employment, and

at the rate of \$40 per hour for those who are in their third semester or more of full-time employment.

(i) Program Chairs

The Program Chair is appointed to manage specific degree-granting program(s) for the purpose of ensuring the academic quality and currency of the program(s) in service of the students and the community. Program Chairs have demonstrated expertise related to the academic content of the program(s). Excellence in teaching and learning is their primary focus. An individual serving as Program Chair is appointed by the Vice-President/Dean of Academic Affairs based on the recommendation of the Department Chair. Faculty members designated as Program Chairs retain their status as regular members of the college faculty, including their tenure status and rank, during and after their service as Program Chairs.

The Program Chair serves in an advisory capacity to the Department Chair and the Office of Academic Affairs.

Compensation Formula:

Program Chair base reassigned time: 6 hours of reassigned time annually

Additional reassigned time is provided depending on number of full and part time students in their program using IPEDS data and applying the formula below.

$$\# \text{ Student in Program} = \text{FT students} + (\text{PT students}/3)$$

Number of Student in Program	Additional Reassigned Time
Up to 225	0
225 – 374	1
374 – 524	2
525 – 674	3
675 and up	4

The calculation for reassigned time for the coming academic year is made by February 1 and is based on the full-time and part-time student enrollment in the program in the prior fall semester as provided by the Office of Institutional Research.

In addition, Program Chairs supervising part-time faculty would be compensated at the rate that Part-Time Faculty Supervisors are compensated per part-time faculty member. The Program Chair job description and responsibilities are retained by the Office of Academic Affairs with a current copy supplied to DUE. Any changes to the Program Chair job description requires negotiation on the impact of said changes.

(j) Program Coordinators

The Program Coordinator is appointed to manage an academic transfer program that serves a large student population with the goal of transfer to a wide variety of baccalaureate degree granting programs. The primary purpose of a Program Coordinator is to ensure the academic quality and currency of the program in service of the students and the community. Program Coordinators have demonstrated expertise in at least one of the liberal arts or science areas for transfer. Excellence in

teaching and learning is their primary focus. An individual serving as Program Coordinator is appointed by the Vice-President/Dean of Academic Affairs based on the recommendation of their Department Chair. Faculty members designated as Program Coordinators retain their status as regular members of the college faculty, including their tenure status and rank, during and after their service as Program Coordinators.

The Program Coordinator serves in an advisory capacity to the Department Chair and the Office of Academic Affairs.

Compensation Formula:

Program Coordinator base reassigned time: 6 hours of reassigned time annually

In addition, Program Coordinators supervising part-time faculty would be compensated at the rate that Part-Time Faculty Supervisors are compensated per part-time faculty member.

The Program Coordinator job description and responsibilities are retained by the Office of Academic Affairs with a current copy supplied to DUE. Any changes to the Program Coordinator job description requires negotiation on the impact of said changes.

(k) Duties Other than Classroom Teaching

Duties other than classroom teaching related to a teaching educator's professional role can be utilized to achieve full loads. These duties with equivalent contact hours are: for advising the official student newspaper, three per semester; for advising the official student literary magazine, one per semester; for coordinating the Honors program, three per semester; for directing the Art Gallery, three per semester; for coordinating the writing center, six per semester; for directing the official College play, one per play, in addition to the contact hours for teaching the course.

Should the College choose to hire a full-time educator for any of the above mentioned duties, it will divide these educators, for compensation purposes, into two groups: those certain to have full loads on an annual basis who will be paid on the overload payment schedule, and those not certain of full teaching loads who will be paid on the overload payment schedule.

(l) Assignment Related to Credit for Life Experience and Proficiency Tests

Educators who are assigned to develop, administer, and score tests for credit for life experience and proficiency tests shall be paid at the non-job related hourly rate stipulated in 8.01(h). The amount of time involved to perform these tasks shall be agreed upon in advance between the Department Chair and the Office of Academic Affairs.

(m) Innovative External learning Programs

Payment and teaching load of educators involved in innovative external learning programs shall be negotiated as these non-traditional methods of instruction are developed and implemented.

(n) Promotion to New Rank

Teaching educators promoted to a new rank will not move vertically, but will move horizontally on the salary scale.

8.02 Eligibility for Merit Review:

A teaching educator who is employed full time for one complete semester or its equivalent in an academic year or a non-teaching educator who is employed full time for five successive months during any part of an academic year is eligible to receive a merit salary increment if he/she returns as a full-time employee in the same position or rank in the succeeding year or at the end of an approved leave of absence. Educators who are employed full time at the College for less than these specified times are not eligible for a merit salary increment.

Article IX: MISCELLANEOUS

9.01 Terms and Conditions of Employment:

Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with DUE as required by PERB. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

9.02 Mileage Reimbursement:

Effective for all requests for mileage reimbursements, educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

Article X: CONCLUSION OF COLLECTIVE NEGOTIATIONS

10.01 Conclusion of Collective Negotiations:

This agreement is the entire Agreement between the Board of Trustees and DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

10.02 Severability

In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law, or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms or conditions of this Agreement.

APPENDIX A – Academic Freedom

All parties to this Agreement endorse the following American Association of University Professors (AAUP) Statement on Academic Freedom:

- A) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- C) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

American Association of University Professors.

1940 Statement of Principles on Academic Freedom and Tenure. (rev. 1990)

APPENDIX B – Salary Schedule

9/1/2016 – 8/31/2017

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			50,488	54,121				54,121	
5			52,084	55,903			52,084	55,903	
6			53,679	57,684	62,031		53,679	57,684	62,031
7	42,887	50,732	55,274	59,465	63,994		55,274	59,465	63,994
8	44,108	52,143	56,870	61,246	65,958		56,870	61,246	65,958
9	45,328	53,555	58,465	63,028	67,921	53,555	58,465	63,028	67,921
10	46,548	54,965	60,060	64,810	69,885	54,965	60,060	64,810	69,885
11	47,769	56,376	61,655	66,591	71,848	56,376	61,655	66,591	71,848
12	48,989	57,788	63,250	68,373	73,812	57,788	63,250	68,373	73,812
13	50,210	59,198	64,845	70,154	75,775	59,198	64,845	70,154	75,775
14	51,430	60,609	66,440	71,936	77,739	60,609	66,440	71,936	77,739
15	52,651	62,021	68,036	73,717	79,703	62,021	68,036	73,717	79,703
16	53,871	63,431	69,631	75,499	81,667	63,431	69,631	75,499	81,667
17	55,091	64,842	71,226	77,281	83,630	64,842	71,226	77,281	83,630
18	56,312	66,254	72,821	79,062	85,594	66,254	72,821	79,062	85,594
19	57,532	67,664	74,417	80,844	87,557	67,664	74,417	80,844	87,557
20	58,752	69,075	76,012	82,625	89,521	69,075	76,012	82,625	89,521
21	59,972	70,487	77,607	84,407	91,484	70,487	77,607	84,407	91,484
22	61,193	71,897	79,202	86,188	93,448	71,897	79,202	86,188	93,448
23	62,413	73,308	80,797	87,969	95,411	73,308	80,797	87,969	95,411
24	63,634	74,719	82,392	89,751	97,375	74,719	82,392	89,751	97,375
25			83,987	91,532	99,338		83,987	91,532	99,338
26			85,582	93,314	101,303		85,582	93,314	101,303
27				95,096	103,265			95,096	103,265
28				96,878	105,229			96,878	105,229
29					107,192				107,192

9/1/2017 - 8/31/2018

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			51,498	55,203				55,203	
5			53,125	57,021			53,125	57,021	
6			54,753	58,837	63,271		54,753	58,837	63,271
7	43,745	51,747	56,380	60,655	65,274		56,380	60,655	65,274
8	44,991	53,186	58,007	62,471	67,277		58,007	62,471	67,277
9	46,235	54,626	59,634	64,289	69,280	54,626	59,634	64,289	69,280
10	47,479	56,065	61,261	66,106	71,282	56,065	61,261	66,106	71,282
11	48,725	57,503	62,889	67,923	73,285	57,503	62,889	67,923	73,285
12	49,969	58,943	64,515	69,741	75,288	58,943	64,515	69,741	75,288
13	51,214	60,382	66,142	71,557	77,291	60,382	66,142	71,557	77,291
14	52,459	61,821	67,769	73,375	79,294	61,821	67,769	73,375	79,294
15	53,704	63,261	69,396	75,191	81,297	63,261	69,396	75,191	81,297
16	54,948	64,700	71,023	77,009	83,300	64,700	71,023	77,009	83,300
17	56,193	66,139	72,651	78,826	85,303	66,139	72,651	78,826	85,303
18	57,438	67,579	74,278	80,643	87,306	67,579	74,278	80,643	87,306
19	58,682	69,018	75,905	82,461	89,308	69,018	75,905	82,461	89,308
20	59,928	70,456	77,532	84,277	91,311	70,456	77,532	84,277	91,311
21	61,172	71,896	79,159	86,095	93,314	71,896	79,159	86,095	93,314
22	62,417	73,335	80,787	87,912	95,317	73,335	80,787	87,912	95,317
23	63,662	74,774	82,413	89,729	97,320	74,774	82,413	89,729	97,320
24	64,906	76,213	84,040	91,546	99,322	76,213	84,040	91,546	99,322
25			85,667	93,363	101,325		85,667	93,363	101,325
26			87,294	95,180	103,329		87,294	95,180	103,329
27				96,998	105,331			96,998	105,331
28				98,815	107,333			98,815	107,333
29					109,336				109,336

9/1/2018 - 8/31/2019

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			52,399	56,169				56,169	
5			54,055	58,019			54,055	58,019	
6			55,711	59,867	64,379		55,711	59,867	64,379
7	44,511	52,652	57,366	61,716	66,416		57,366	61,716	66,416
8	45,778	54,116	59,022	63,565	68,454		59,022	63,565	68,454
9	47,044	55,582	60,678	65,414	70,492	55,582	60,678	65,414	70,492
10	48,310	57,046	62,333	67,263	72,530	57,046	62,333	67,263	72,530
11	49,577	58,510	63,989	69,112	74,568	58,510	63,989	69,112	74,568
12	50,843	59,975	65,644	70,961	76,606	59,975	65,644	70,961	76,606
13	52,110	61,439	67,299	72,809	78,643	61,439	67,299	72,809	78,643
14	53,377	62,903	68,955	74,659	80,681	62,903	68,955	74,659	80,681
15	54,644	64,368	70,611	76,507	82,720	64,368	70,611	76,507	82,720
16	55,910	65,832	72,266	78,356	84,758	65,832	72,266	78,356	84,758
17	57,176	67,296	73,922	80,206	86,796	67,296	73,922	80,206	86,796
18	58,443	68,761	75,578	82,054	88,834	68,761	75,578	82,054	88,834
19	59,709	70,225	77,233	83,904	90,871	70,225	77,233	83,904	90,871
20	60,976	71,689	78,889	85,752	92,909	71,689	78,889	85,752	92,909
21	62,242	73,154	80,545	87,601	94,947	73,154	80,545	87,601	94,947
22	63,510	74,619	82,200	89,451	96,985	74,619	82,200	89,451	96,985
23	64,776	76,083	83,855	91,299	99,023	76,083	83,855	91,299	99,023
24	66,042	77,547	85,511	93,148	101,060	77,547	85,511	93,148	101,060
25			87,166	94,997	103,098		87,166	94,997	103,098
26			88,822	96,846	105,137		88,822	96,846	105,137
27				98,695	107,174			98,695	107,174
28				100,544	109,212			100,544	109,212
29					111,250				111,250

9/1/2019 - 8/31/2020

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			53,316	57,152				57,152	
5			55,001	59,034			55,001	59,034	
6			56,686	60,915	65,505		56,686	60,915	65,505
7	45,290	53,574	58,370	62,796	67,579		58,370	62,796	67,579
8	46,579	55,064	60,055	64,677	69,652		60,055	64,677	69,652
9	47,867	56,554	61,740	66,559	71,726	56,554	61,740	66,559	71,726
10	49,155	58,044	63,424	68,440	73,799	58,044	63,424	68,440	73,799
11	50,445	59,534	65,109	70,321	75,873	59,534	65,109	70,321	75,873
12	51,733	61,024	66,792	72,203	77,946	61,024	66,792	72,203	77,946
13	53,022	62,514	68,477	74,084	80,020	62,514	68,477	74,084	80,020
14	54,311	64,004	70,162	75,965	82,093	64,004	70,162	75,965	82,093
15	55,600	65,494	71,846	77,846	84,168	65,494	71,846	77,846	84,168
16	56,888	66,984	73,531	79,728	86,241	66,984	73,531	79,728	86,241
17	58,176	68,474	75,216	81,609	88,315	68,474	75,216	81,609	88,315
18	59,466	69,965	76,900	83,490	90,388	69,965	76,900	83,490	90,388
19	60,754	71,454	78,585	85,372	92,462	71,454	78,585	85,372	92,462
20	62,043	72,944	80,270	87,253	94,535	72,944	80,270	87,253	94,535
21	63,332	74,435	81,954	89,134	96,609	74,435	81,954	89,134	96,609
22	64,621	75,924	83,639	91,016	98,682	75,924	83,639	91,016	98,682
23	65,909	77,414	85,322	92,897	100,755	77,414	85,322	92,897	100,755
24	67,198	78,904	87,007	94,778	102,829	78,904	87,007	94,778	102,829
25			88,692	96,659	104,902		88,692	96,659	104,902
26			90,376	98,541	106,977		90,376	98,541	106,977
27				100,423	109,049			100,423	109,049
28				102,304	111,123			102,304	111,123
29					113,196				113,196

APPENDIX C – Professional Development Report for Teaching Educators

Evaluation of full-time faculty members shall be uniformly applied and based upon total performance with primary emphasis on teaching effectiveness. The professional development report (PDR) forms the core of a faculty member's evaluation.

Professional Development Report Form:

1. **Teaching Effectiveness** (based on classroom observations, student feedback, and other available information);
2. **Student Engagement** (based on but not limited to advisement, orientation activities, supplementary instruction/tutoring, mentoring students in discipline, serving as club advisor, organizing or participating in extracurricular activities/programs for students);
3. **Service to Department/College/Community** (based on contributions in curriculum review, peer appraisals, committee activity, participation in college organizations and activities, participation in community organizations—particularly in curriculums where relationships with industry, business, and community agencies are important, voluntary service such as speaking, participation in community activity);
4. **Professional Development and Scholarship** (based on courses of study, independent study, creative work, publications, participation in professional workshops and conferences, conference presentations, and membership and participation in professional organizations);
5. **Overall Evaluation** (includes evaluative information from classroom observations, student feedback, and procedural responsibilities of faculty);
6. **Results of Evaluation Interview and Recommendations for Continued Growth** (comments by both department chair and faculty member as appropriate, supporting information attached as needed)

Professional Development Report Preparation:

The PDR is prepared by each full-time faculty member in conjunction with his/her department chair every year for all non-tenured faculty and once every three years for all tenured faculty. The faculty member prepares sections 1 through 4, the department chair prepares section 5, and the faculty member and department chair work together to complete section 6. Completed PDRs, signed by both the faculty member and the department chair, shall be submitted to OAA by June 1 each academic year. Any comments by a department chair, offered in section 5 of the PDR, recommending improvement in a performance category must be addressed in section 6. A tenured faculty member's promotion application replaces the PDR in the year that a promotion application is submitted, and the subsequent PDR will be due three years later. The PDR is to be deposited in the faculty member's open file maintained by the Office of Academic Affairs.

Department Chair Preparation of Section 5 of PDR:

The department chair shall include the following evaluative information in section 5 of the PDR:

1. Classroom Observations: Refer to Appendix E for details on the classroom observation process
2. Student Feedback:
 - a. The process for administering the Student Surveys of Teaching forms is described in Appendix F. Refer to Appendix F for further information on the intent and purpose for data gathered from this process
 - b. For each full-time faculty member the Department Chair will summarize the contents of student surveys completed since the last PDR along with any other appropriate documented student feedback.
3. Procedural Responsibilities of Faculty
 - a. Syllabus Review – syllabi for each faculty member for each course section taught shall be collected and filed with the department in a timely manner. Refer to Appendix D for the required elements of syllabi.
 - b. Faculty member submits grades according to dates posted in the College academic calendar.
 - c. Faculty member submits record of grade justification to the Department Chair according to dates posted in the College academic calendar.
 - d. Faculty member uses DCC email to communicate with college and students.
 - e. Faculty member maintains required office hours.
 - f. If the faculty member serves in the leadership role of department chair, program chair, or part-time faculty supervisor, his/her supervisor will include commentary on faculty member's achievement in that role.

APPENDIX D – Requirements for Syllabi

All syllabi must include the following required elements:

1. Name of course, semester, section, and/or CRN number
2. Faculty name and contact information (must include DCC email as a primary form of contact outside of class)
3. Class meeting time and place
4. Office Hours (full-time faculty only)
5. List of required textbook(s) and/or other required materials
6. Catalog course description (may also include additional course description detail specific to the instructor but shall not contradict or conflict with the catalog description)
7. Course Student Learning Outcomes
8. Institutional Student Learning Outcomes (when applicable)
9. Outline of course and course requirements
10. Grading criteria indicating how final grade is determined
11. Statements regarding academic accommodations, Title IX, and academic honesty. (These statements will be provided to all faculty by the Office of Academic Affairs. The statements will be available on the Faculty tab in myDCC).

APPENDIX E – Classroom Observation Process

1. Faculty are to be observed by their Department Chair on the following schedule:
 - a. Three times per year in the first two years as full-time non-tenured faculty where (1) the first visitation should take place during the second half of the faculty's first semester leading to a verbal discussion with no written report filed, (2) the second visitation must provide an opportunity for the faculty member to consult with the Department Chair before and after a written report is prepared, (3) the third visitation should be conducted by a senior member of the faculty, preferably from the department and selected as mutually acceptable to the Department Chair and the individual being evaluated. Note: When there are three visitations, the one with an interview only and no written report should come first. At least two (2) of the three (3) visitations should be done in the first semester, and should a problem occur, the third (3) visitation should also be completed during the first (1) semester. The three (3) visitations should be completed no later than April 1.
 - b. One time per year for full-time non-tenured faculty for each year following the first two years as full-time faculty. The faculty member may request that an additional observation be conducted by a senior member of the faculty, preferably from the department, and selected as mutually acceptable to the Department Chair and the individual being evaluated.
 - c. Two times within each PDR cycle for tenured faculty at the ranks of Instructor, Assistant Professor, and Associate Professor. The faculty member may request that an additional observation be conducted by a senior member of the faculty and selected as mutually acceptable to the Department Chair and the individual being evaluated.
 - d. One time within each PDR cycle for faculty at the rank of Full Professor. The faculty member may request that an additional observation be conducted by a senior member of the faculty and selected as mutually acceptable to the Department Chair and the individual being evaluated.
2. Written reports resulting from classroom observation must include consultation between Department Chair and the individual evaluated before and after writing the report. The report is filed in the individual's open file and a copy given to him/her. The individual evaluated may attach his/her comments.
3. In the case of any faculty member being considered for promotion or tenure, all up-to-date visitation reports should be on file prior to January 1 of the current academic year.
4. The classroom observation procedures will also apply to Academic Department Chairs. One visitation will be by the Office of Academic Affairs.
5. The Department Chair and the Office of Academic Affairs may determine that an additional observation(s) of a faculty member is warranted. The Department Chair will notify the faculty member, and the request will be accompanied with an explanation for the additional observation based on unbiased evidence.

6. Observations shall be scheduled within the first two-thirds of the semester or term at a time mutually agreed upon by the designated observer and the faculty member to be evaluated with at least two weeks' advance notice.

APPENDIX F – Student Survey of Teaching Process

The Student Survey of Teaching process provides a mechanism to bring the student voice in to the faculty evaluation process (see section 7.02). As is the case throughout the evaluation process, the intent and purpose is to use this information to assist the faculty member in his/her growth and development as an educator.

The Department Chair/Supervisor and the Office of Academic Affairs will hold confidential and will not share, in any form, any personally identifiable quantitative data resulting from the surveys including in the Promotion and Tenure process. All consideration of these data shall be undertaken with the understanding that student feedback is an important but limited vehicle for understanding the effectiveness of an individual's teaching. All faculty and administrative supervisors' evaluation of student survey results will be informed by a clear understanding of the research that demonstrates that student survey responses may reflect biases based on gender, race, sexual orientation, appearance, academic rigor, subject matter of the course, and students' desire to take the course, work habits, and confidence about and prior knowledge of the subject matter. Therefore, data can be used to guide future professional development and shall not be used to initiate disciplinary procedures.

- 1) The Student Survey of Teaching form and process shall be annually reviewed by an all-faculty committee. This DUE committee will consist of faculty members from a range of academic disciplines, including at least two part-time faculty members, and including two faculty who specifically represent DUE. Hereafter, the committee is referred to as the Evaluation Committee.
- 2) Any revision to any portion of the form or process that is recommended by the Evaluation Committee and approved by the Office of Academic Affairs shall be formally negotiated between DUE and the College prior to implementation.
- 3) The Student Survey of teaching will be administered during the weeks 12 – 14 each semester in:
 - a) All sections taught by a non-tenured faculty
 - b) At least half of the sections taught by a tenured instructor, assistant professor, or associate professor in an academic year distributed as evenly as possible each semester
 - c) At least one section taught per semester by a tenured full professor
- 4) Selection of sections in which surveys will be administered is made by faculty in consultation with the Department Chair and reported to the Office of Academic Affairs by the tenth week of each semester. Sections selected over a PDR cycle should represent a full range of courses taught by the faculty member.
- 5) Each semester, the department's office assistant shall obtain a sufficient number of Student Survey of Teaching envelopes and current survey forms from the mail room and make them available to the departmental faculty. All survey forms are to be returned to the respective departmental office, with the exception of department chairs' surveys, which are delivered to OAA.
- 6) The Student Survey of Teaching form shall include two required sections (Parts A and B) and one optional section (Part C). Part A gathers information to be considered at the institutional level with

results tabulated and provided to OAA, Part B gathers information to be considered at the department level, and Part C (optional) gathers information at the course/discipline level.

- 7) Part A of the Student Survey of Teaching must consist of statements that the union and management have agreed are more likely to lead to reliable student response. The responses provided in Part A will be given on machine-readable forms so that responses can be tabulated and submitted to OAA. The quantitative data collected from Part A will be provided to the faculty member's supervisor and to the faculty member after review by the supervisor.
- 8) Part B focuses on the collection of potentially useful information to the faculty regarding their teaching practice. Part B information will be provided to the faculty member's supervisor and returned to the faculty member after review by the supervisor.
- 9) Part C may be required by a department and/or discipline and will be specific to the department and designed and voted upon by the faculty in that department and approved by the Evaluation Committee.
- 10) Student responses to Parts B and C of the Student Survey form remain at the department level, for use by the faculty member and his or her departmental and/or program supervisor.
- 11) All parts of the Student Survey of Teaching form and machine readable forms completed by students shall be returned to the respective faculty member. Each faculty member is required to retain the forms for three years.
- 12) Part A survey forms will be scanned for data every semester in the academic department and reviewed by the academic department chair for all departmental courses. The data from Part A will be forwarded to OAA within 45 days of the end of each spring and fall semester. These data can only be used by OAA to initiate a conversation with the department chair to discuss institutional and departmental trends.
- 13) The department chair will forward the data collected for departmental courses taught by part-time faculty to the respective supervisor.
- 14) The quantitative data collected from Part A of the Student Survey of Teaching shall not be included in any PDR, tenure application, or promotion application.

APPENDIX G – Student Survey of Teaching Form

Part A of the Student Survey of Teaching Form

Students will rate each statement on a 5 point Likert scale (1-strongly disagree, 2-disagree, 3-neutral, 4-agree, and 5-strongly agree). Part A will consist of the following statements:

- 1) The instructor provided a syllabus that included a course outline.
- 2) The instructor clearly communicated how the course grade was to be determined.
- 3) The instructor provided his/her DCC email address and how best to contact them outside of class.
- 4) The instructor usually begins class on-time as scheduled.
- 5) The instructor usually uses the instructional time available with breaks (when applicable).
- 6) The instructor expects students to use the required textbook(s)/resource(s).
- 7) The instructor is responsive to students' questions and concerns.
- 8) The instructor gives clear explanations.
- 9) I had a strong desire to take this course.
- 10) I was able to access the resources required for the course.
- 11) I was able to commit the time and effort necessary to be successful in the course.
- 12) I feel my prior knowledge in the subject matter was a significant factor in my ability to be successful in the course.

Part B of the Student Survey of Teaching Form

Will consist of the following prompts for feedback:

- 1) Please comment on your overall impression of this instructor.
- 2) Please comment on the organization and structure of the course.
- 3) Please comment on your interactions with the instructor.
- 4) Please comment on the text book and materials used in the class.
- 5) Please add any other comments you would like to make, including your overall summary of the course and suggestions for improvement. Give examples where you can.

APPENDIX H – Guidelines to Address Faculty Evaluation Recommendations

The purpose of this evaluation process is to identify areas of excellent performance, professional development and/or areas for improvement. Therefore, guidelines to support a faculty member's continued professional growth are beneficial to both the faculty member and the College.

1. Recommendations should be discussed by the department chair and the faculty member annually.
2. Recommendations must identify appropriate resources to support the faculty member's professional development, when applicable.
3. A progress review may result in a written summary. The department chair and faculty member may write the summary together or the department chair and faculty member may each write a summary to be included together.
 - a. For non-tenured faculty, the written summary should be included in section 6 of the PDR.
 - b. For tenured faculty, the written summary may be placed in the faculty member's open file in the Office of Academic Affairs. In a year that a PDR is due, the written summary will be included in section 6 of the PDR.
4. **For faculty serving as a program chair, program coordinator, or a part-time faculty supervisor:** the department chair shall consult with a faculty member as soon as possible if the department chair is concerned about a faculty member's achievements in one of these roles. The consultation may lead to recommendations for improvement. For a tenured faculty member, the concern may arise in a year in which a PDR is not due.
 - a. The consultation between the faculty member and the department chair may lead to recommendations for improvement.
 - b. The guidelines provided in 1 through 3 above concerning addressing any recommendations must be followed.
 - c. A faculty member in one of these roles should be afforded a mutually agreed upon period of time to demonstrate satisfactory improvement. If insufficient improvement is made, further review shall include the Office of Academic Affairs and may lead to non-renewal of appointment as program chair, program coordinator, or part-time faculty supervisor.
 - d. Non-renewal of appointment to one of these roles has no bearing on a faculty member's tenure status or rank.
 - e. Although appointment of non-tenured faculty in to these roles is discouraged, concerns about the faculty member's achievement in one of these roles shall have no impact on consideration of teaching appointment renewal since the primary role of all faculty is teaching.
5. **For faculty serving as a department chair:** the Office of Academic Affairs shall consult with a faculty member as soon as possible if the Office of Academic Affairs is concerned about a

faculty member's achievements as department chair. The consultation may lead to recommendations for improvement. For a tenured faculty member, the concern may arise in a year in which a PDR is not due.

- a. The consultation between the faculty member and the Office of Academic Affairs may lead to recommendations for improvement.
- b. The guidelines provided in 1 through 3 above concerning addressing any recommendations must be followed replacing "department chair" with "Office of Academic Affairs".
- c. A faculty member serving as department chair should be afforded a mutually agreed upon period of time to demonstrate satisfactory improvement. If insufficient improvement is made, further review may lead to removal or non-renewal of appointment as department chair.
- d. Removal or non-renewal of appointment to department chair has no bearing on a faculty member's tenure status or rank.
- e. Although appointment of non-tenured faculty as department chair is discouraged, concerns about the faculty member's achievement as department chair shall have no impact on consideration of teaching appointment renewal since the primary role of all faculty is teaching.

APPENDIX I – Consideration for Non-Teaching Educator Promotional Increments

Minimum qualifications to apply for promotional increments are:

Salary Group B and Group A:

- Two (2) years' service in current DCC position and six (6) relevant academic or equivalent credits earned after appointment or
- Five (5) years' service in current DCC position and fifteen (15) relevant academic or equivalent credits earned prior to appointment or
- Six (6) years' service in current DCC position.
- An earned doctorate received prior to appointment may be substituted for three (3) years of DCC service.

Salary Groups 1, 2, and 3:

- Three (3) years' service in current DCC position and nine (9) relevant graduate credits earned after appointment or
- Five (5) years' service in current DCC position and fifteen (15) relevant graduate credits earned prior to appointment or
- Six (6) years' service in current DCC position.
- An earned doctorate received prior to appointment may be substituted for three (3) years of DCC service.

The award of promotional increments is not automatic upon meeting the minimum qualifications. The PDR serves as the basis of the promotional increment consideration. The components of the PDR consist of:

- A) Professional/Administrative Effectiveness
- B) Contributions of the Department and the College
- C) Professional Development
- D) Community Service and Leadership

Non-Teaching Educators will meet with their supervisors to discuss applying for the promotional increment. If in support of submitting the Non-Teaching Educator's PDR for candidacy for promotional increment consideration, the Non-Teaching Educator's supervisor will include a letter of support with his/her PDR. The Non-Teaching Educator's PDR and the letter of support, will be submitted to the supervising vice president or designee by the submission deadline date.

After consulting with the immediate supervisor, the supervising vice president or designee shall forward all the candidates' PDR submissions with his/her recommendations to the President of the College.

Non-Teaching Educators will be eligible for a maximum of two (2) promotional increments in each salary group. Individuals who meet the initial minimum eligibility requirements will continue to be eligible until they receive a promotional increment.

After an individual is awarded a promotional increment within a salary group, the individual must again meet eligibility requirements in order to be considered for a second promotional increment.

Individuals who are promoted to another job title must satisfy the minimum eligibility requirement in the new title to become eligible for a promotional increment.

APPENDIX J – Reassigned Time Pool

To address the College's 2015 – 2020 Strategic Plan to focus on effective educational practice to ensure students' academic success and to invest in faculty as a critical factor in improving student outcomes, the College will provide the equivalent of 150 contact hours of reassigned time per year only for 2017-2018, 2018-2019, and 2019-2020 to fund reassigned time granted to faculty through an application process. Any full-time faculty member can apply for reassigned time, for a maximum of two courses per year, using the agreed upon form to develop, explore, and/or implement educational practices with the goal of serving students better.

A committee will be established through a shared governance process to review the applications for the subsequent semester/academic year and make recommendations to the President. The committee will include faculty members, at least one appointed by the DUE Executive Council, at least one lecture-only Faculty member, at least one lecture/lab Faculty member, and designated members from the Office of Academic Affairs. The committee will convene every semester starting in Spring 2017. The approved list of reassigned time granted will be provided to DUE on a semester basis.

APPENDIX K – Special Retirement Incentive Program

- I. Eligible Educators who elect to retire effective August 14, 2017 will be entitled to receive a retirement incentive payment of forty percent (40%) of their final academic year base salary. Payment shall be subject to all applicable IRS regulations, Federal, State, and local taxes and other payroll deductions.
- II. Eligible Educators will be entitled to receive the same health insurance and unused sick leave payment benefits as regular retirees in accordance with section 5.08(e) Unused Sick Leave Upon Retirement (for Teaching Educators), 5.09(e) Unused Sick Leave Upon Retirement (for Non-Teaching Educators), and 5.18 Regular Retirement.
- III. To be eligible for this special retirement program, Educators must:
 - a) *No longer be eligible for the College's early retirement program on or before the effective retirement date and*
 - b) *Have the sum of their DCC full-time years of service and age be equal to or greater than 90*

Determinations of eligibility will be certified by the College's Office of Human Resources.
- IV. In order to participate, eligible Educators must submit a letter of notice to retire under the Special Retirement Program no later than March 3, 2017. Notices should be sent to the Dean of Academic Affairs.
- V. The College will provide a list of verified participants to DUE no later than the last day of the Spring 2017 semester.
- VI. This special retirement provision is a one-time limited benefit for those eligible Educators who elect to retire, effective August 14, 2017 and shall not be precedent setting or binding for any other time period.