BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2016299

RE: APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE PART-TIME EDUCATOR UNIT OF DUTCHESS UNITED EDUCATORS

Legislators BORCHERT, FLESLAND, MICCIO, BOLNER, JETER-JACKSON, SAGLIANO, and TRUITT offer the following resolution 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 Part-Time Educator Unit of Dutchess United Educators (Adjunct Contract); 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. 2017-16 dated November 9, 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 Part-Time Educator Unit of Dutchess United Educators (Adjunct Contract) which 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. 2017-16

Board of Trustees, Dutchess Community College
November 10, 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 part-time 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 Dr. Wesley

Resolution adopted unanimously

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF DUTCHESS COMMUNITY

COLLEGE

AND THE

COUNTY OF DUTCHESS

AND THE

PART-TIME EDUCATOR UNIT OF

DUTCHESS UNITED EDUCATORS

2016 - 2020

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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 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 part-time faculty as defined by PERB certification and all professional part-time non-teaching educator (PT-NTE) positions as defined by PERB certification and/or listed in Appendix E.

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 part-time educator in the enjoyment of any right conferred upon him by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any part-time educators with respect to hours, wages, or any terms or conditions of employment by reason of his membership, or lack thereof, in DUE or his participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his 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.

3.03 Labor/Management Meeting

DUE and the College will meet at least once per semester, unless both parties decline, to discuss matters that are important to either DUE or the College that are related to part-time educators. The meeting allows a regular venue for discussion about changes in working conditions and other matters of mutual concern.

ARTICLE IV: PURPOSE AND IMPLEMENTATION

This agreement seeks to promote and assure effective relationships between the management of Dutchess Community College and the part-time faculty and part-time, non-teaching educator positions represented by DUE. It is recognized by the parties that maintenance of the high quality educational programs is of utmost importance and that nothing in this agreement should detract from this effort. This agreement formally and publicly acknowledges the contribution of part-time faculty and part-time, non-teaching educator positions toward this goal of continued quality educational programs at Dutchess.

Article V: ACADEMIC FREEDOM

All parties to the agreement endorse the 1940 AAUP Statement on Academic Freedom (1990 revision). Said statement is hereby adopted and made part of this agreement as shown in Appendix A.

Article VI: DUE BENEFITS

6.01 Use of College Facilities

DUE may use College facilities at 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.

6.02 Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Trustees and the College shall be responsible for providing one copy to each member of the unit. In addition, the Part-Time Educator Unit of DUE shall receive fifty (50) copies.

Article VII: BENEFITS FOR EDUCATORS

7.01 Professional Leave

For each individual course section taught, part-time faculty shall be granted leave with pay of one class hour per semester for each class hour taught per week to be used for absences during the times the individual course section meets. Said leave may be used because of illness, to conduct personal business, attend to family affairs, or observe religious holidays. Anyone teaching on an alternate schedule will be pro-rated accordingly. This leave shall not be cumulative.

7.02 Bereavement Leave for Part-time Teaching Educators

Bereavement leave is the absence due to the death of a teaching educator's mother, father, mother-in-law, father-in-law, husband, wife, domestic partner, siblings, children, grandparent, grandchild, or other dependents or household members. Faculty may use up to one class hour paid bereavement leave for each class hour taught per week. Said leave is to be used for absences during the times the individual course section meets. This benefit is offered for each loss. Faculty members will

notify their supervisors of the need for bereavement leave.

7.03 Retirement System

Part-time faculty may join the New York State Teachers' Retirement System (TRS) or the New York State Employees' Retirement System (ERS). If one of these elections is made, membership and contributions will be in accordance with state law and the rules of the individual plan.

Members of the TIAA/CREF who are full time employees of other SUNY units may participate in the TIAA/CREF, subject to the conditions noted above.

7.04 Tuition Waiver for DCC Credit Courses

The College shall provide a tuition waiver program for part-time educators. The tuition waiver applies to credit courses only.

Part-time faculty who have taught two fall and/or spring semesters are eligible to take one course for credit in each subsequent fiscal year in which they teach. Part-time non-teaching educators who have worked for one year are eligible to take one course for credit in each subsequent fiscal year they work.

In class sections 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 size be increased because of this article by more than three students without the faculty member's approval.

7.05 Health Insurance

a) Members of the part-time faculty who have taught a minimum of four consecutive semesters (excluding summer sessions) may participate in the College's health insurance program. The full cost of the plan will be paid by the part-time faculty member.

b) Flexible benefits

   i. 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.

   ii. Monies designated to this account, but not used during the year, cannot be returned to the individual. All other terms and conditions concerning the administration of the account shall be governed by the Summary Plan Description for such account.

7.06 Mileage Reimbursement

Educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

Article VIII: RESPONSIBILITIES AND PRACTICES OF EDUCATORS

8.01 Appointment

Part-time faculty can be appointed on a one semester basis to teach up to a course load not to exceed the cost of nine lecture hours, in order to meet specific college needs. The Office of Academic Affairs or designee may waive this limitation.

8.02 Orientation

A college-wide orientation program will be held each semester. Participation at orientation is mandatory for all part-time faculty teaching for the first time for the College or for those who have not taught for the College for a period of four consecutive semesters. Additionally, participation in any departmental orientation as may be scheduled is also mandatory for those individuals.

8.03 Online / Hybrid Courses

(a) Approval and Requirements

i. Part-Time 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 (OAA). 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.

ii. 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.

iii. A Part-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) Training

i. Part-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 Office of Academic Affairs or designee will mentor the Educator when needed.

ii. During the one semester of training/preparation to offer his/her first online/hybrid course, the Part-Time Educator will be paid for three (3) lecture hours at the appropriate 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 Part-Time Educator, or for course

development by a Part-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. If the training / preparation to teach an online learning course is not available on the Dutchess Community College campus or online, and training must be taken at an off-campus location, the college will reimburse the Part-Time Educator for all OAA approved travel, lodging, and meals to attend the training programs.

v. The Part-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.

vi. The College agrees to consider and discuss with DUE additional training support for faculty teaching Hybrid courses as those opportunities become available.

(c) Online/Hybrid Course Offerings

If a Part-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, for the purposes of the successful completion of the particular course section.

(d) Formal Observation

An online course may be used for the Part-Time Educator's formal class observation. Those Educators teaching both onsite and online courses shall have an online course be used at least once every three years for their formal class observation.

(e) Course and Section Limitations

i. Limitations for Part-Time Educators teaching online learning courses throughout the year are defined in the table below:

	Fall Semester	**Spring Semester**	**Winter Term**	**Summer Sessions**
Part-Time Educators	2 sections	2 sections	1 section*	2 sections

* = With the special approval of the Department Head and OAA.

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/hybrid courses 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.

(f) Contact Hours

On line courses count towards a part-time educators contact hours per semester and summer and winter sessions.

(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 Part-Time Educator.

(h) Waiver

The Office of Academic Affairs may waive the requirements / limitations in Sections 8.03(a).i., 8.03(b).i., and 8.03(e).i., with the approval of the DUE President or his/her designee and the Part-Time Educator. A formal waiver process shall be jointly approved by DCC and DUE within 6 months of this agreement's approval.

8.04 Annual Mandated State/Federal Training

Part-time educators participating in mandated federal/state training will be paid at the non-teaching rate for part-time teaching educators and the hourly-rate for non-teaching educators. Whenever possible, part-time faculty will be offered the option to complete the training remotely.

Article IX: GENERAL PROFESSIONAL PRACTICES

9.01 Appointment and Termination:

The appointment and termination with just cause of part-time faculty shall be done by the President of the College upon the recommendation of the Office of Academic Affairs in conjunction with the Office of Human Resources.

9.02 Personnel Files:

The Office of Academic Affairs, in conjunction with the Office of Human Resources, shall maintain a personnel file for each part-time faculty member. The files, except for pre-employment information, shall be open to the individual faculty member, pursuant to policies and procedures promulgated by the Board of Trustees. The Office of Human Resources shall maintain a personnel file for each part-time, non-teaching educator.

9.03 Assignment of Classes

The Department Chair retains the discretion to assign courses in a way that best maximizes the use of faculty expertise and balances the needs of the department. The faculty member's proven teaching ability, recent evaluations, and number of years of teaching experience at the College are factors in

considering assignments to courses available. Full time faculty will be given preference on all course assignments.

9.04 Faculty Evaluation:

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 for part time faculty shall be to recognize and encourage outstanding teaching performance. Through the evaluation process, faculty are able to identify areas of excellent performance and areas for improvement, and supervisors and peers are able to provide useful feedback for consideration.

Evaluation of part-time faculty is also an element of the process through which part-time faculty earn Reemployment Preference (see Article 9.05).

Part-time faculty seeking promotion shall be evaluated based on total professional performance, according to criteria to be developed by the Part-time Faculty Criteria and Placement Committee, as defined in Appendix K.

Teaching Evaluation Process

The primary components of the teaching evaluation process are the:

- Classroom Observations and Student Surveys of Teaching to supply first-hand information about the faculty members' teaching practice.
- Procedural Responsibilities which include Syllabus Review, and Administrative Feedback on submission of grades and use of DCC email to communicate with the College and students.

Evaluation of part-time faculty members shall be uniformly applied and have primary emphasis on teaching effectiveness. Attention shall be paid by supervisors or other evaluators to the various demands and requirements for teaching students at different levels and in different disciplines.

Detailed information about the Evaluation process is located in Appendices F, G, H, I and J.

9.05 Reemployment Preference

The Reemployment Preference (RP) list is a mechanism to recognize outstanding performance by part-time faculty with ongoing teaching assignments at the College. The College and DUE will complete negotiations on the process for implementation of the Reemployment Preference List by the end of the 2016-2017 Academic Year.

(a) A faculty member on the RP list will:

- have an opportunity to submit preference for specific courses, course sections, and, number of sections desired.
- be considered prior to any part time faculty without RP for assignment to course(s) based on qualifications to teach the courses available.

- be listed on his/her department's website.

(b) Criteria for initial placement on RP list:

1. Part-time faculty who have taught courses at the College for six consecutive semesters (fall and spring) or have taught 30 contact hours within the past five years, including at least one course in the last two years, will be eligible for the RP list.

2. Part-time faculty members will be placed on the RP list based on completion of at least three satisfactory evaluations, one of which must be completed in the semester in which they become eligible, a positive recommendation from the Department Chair, and approval by the Office of Academic Affairs.

3. A part-time faculty member not placed on the RP list will receive written notification from the Office of Academic Affairs.

9.06 Ranks:

Part-time faculty rank structure. Ranks for part-time faculty recognize the educational, technical, artistic and professional accomplishments of these individuals as related to their disciplines and the value that these experiences bring to the classroom.

- It is also understood that part-time faculty may or may not come to the College through the traditional academic graduate track, so criteria that encompass part-time faculty academic achievements as well as professional development will be created to define the ranks.
- Part-time faculty ranks do not necessarily equate to full-time faculty ranks.
- Ranks also provide a means for part-time faculty to earn promotion through objective criteria and thereby earn higher compensation.
- A timeline for the implementation for part-time faculty ranks is included in Appendix K.

Article X: SALARY

10.01 Terms

All part-time faculty as defined by PERB CERTIFICATION shall receive salaries in accordance with the schedule as shown in Appendix B. The semesters of experience that determine salary rates do not need to be consecutive. The hourly rates for part-time, non-teaching educators are shown in Appendix D.

10.02 Remuneration for Non-Teaching Assignments

Remuneration for non-teaching assignments and service on college committees assumed by part-time faculty that have been, in advance, either

- requested by the Department Chairperson and approved by the Office of Academic Affairs, or

- requested directly and approved by the Office of Academic Affairs,

shall be at the non-teaching rates for part-time faculty listed in Appendix C.

(a) Part-time non-teaching educators will be paid for committee service at their normal hourly rate. Committee service assignments must be approved by the Immediate Supervisor and area Dean or Vice President.

(b) Service by Part-time educators on the Labor-Management Committee will not be compensated by the College.

10.03 Part-time Field Supervisors:

Remuneration for part-time field supervision shall be determined as follows:

- One hour of field supervision is defined as a scheduled hour of supervision that takes place each week of the semester.
- Each hour of supervision receives 1/2 hour compensation at the lab contact hour rate.

Article XI: GRIEVANCES

11.01 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 designee within thirty (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 fifteen (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 designee may request DUE meet in an effort to resolve the grievance. The President or his designee shall reply to DUE, in writing, within fifteen (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 fifteen (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 the 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) Appeal/Acceptance

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75 Section 7511 (a), (b) I , (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.

Article XII: TERMS AND CONDITIONS OF EMPLOYMENT

Terms and conditions of employment as established by this contract may only be changed by mutual agreement. 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.

Article XIII: CONCLUSION OF COLLECTIVE NEGOTIATIONS

13.01 Conclusion of Collective Negotiations

This agreement is the entire Agreement between the Board of Trustees and the Part-Time Educator Unit of 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.

13.02 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 of conditions of this Agreement.

Article XIV: APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation or amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article XV: DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2016 and shall continue through August 31, 2020.

DUTCHESS COMMUNITY COLLEGE

By

Thomas E. LeGrand, Chairman
Board of Trustees

11/10/16
(date)

By

Pamela R. Edington

Pamela R. Edington, President

11.11.16
(date)

DUTCHESS UNITED EDUCATORS

By

Johanna G. Halsey

Johanna G. Halsey, President

11/14/16
(date)

DUTCHESS COUNTY

By

Marcus Molinaro, County Executive

(date)

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 PART-TIME FACULTY SALARY SCHEDULES

Academic Years 2016 - 2017 and 2017-2018

Contact Hour Pay Rates:

Number of semesters of teaching service	Academic Year 2016 to 2017		Academic Year 2017 to 2018	
1 to 6	Lecture	$1,054	Lecture	$1,111
	Lab	$791	Lab	$833
7 to 14	Lecture	$1,165	Lecture	$1,228
	Lab	$874	Lab	$921
15 +	Lecture	$1,211	Lecture	$1,286
	Lab	$908	Lab	$965

Beginning with the Fall 2018 semester and continuing only through the end of this contract.

- Part-time faculty contact hour wages are directly tied to the salary of full-time faculty by using a negotiated rate of full time salaries (Equity Percentage).
- Steps within each rank provide a means for part-time faculty to earn higher compensation based on longevity of teaching service to the College.
- A step is earned by completing 30 lecture and/or lab contact hours beginning in Fall 2018.
- Contact hours are accumulated in every semester, including winter and summer sessions.
- Every Fall starting in Fall 2019, part-time faculty members with 30 or more contact hours will be awarded a step increase, and 30 contact hours will be deducted from these part-time faculty member's total contact hour accumulation. Steps will be awarded until the part-time faculty member reaches the top step of the schedule within his/her rank.

Academic Year 2018 – 2019

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$1,176	$1,284	$1,385	$1,492
2	$1,207	$1,319	$1,424	$1,535
3	$1,238	$1,354	$1,463	$1,578
4	$1,269	$1,389	$1,502	$1,621
5	$1,300	$1,424	$1,541	$1,665
6	$1,331	$1,460	$1,580	$1,708
7	$1,362	$1,495	$1,619	$1,751
8	$1,393	$1,530	$1,659	$1,794
9	$1,424	$1,565	$1,698	$1,837

Lab Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$882	$963	$1,039	$1,119
2	$906	$990	$1,068	$1,152
3	$929	$1,016	$1,098	$1,184
4	$952	$1,042	$1,127	$1,216
5	$975	$1,068	$1,156	$1,249
6	$999	$1,095	$1,185	$1,281
7	$1,022	$1,122	$1,215	$1,314
8	$1,045	$1,148	$1,245	$1,346
9	$1,068	$1,174	$1,274	$1,378

Academic Year 2019 – 2020

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$1,244	$1,358	$1,464	$1,578
2	$1,277	$1,395	$1,506	$1,624
3	$1,310	$1,432	$1,547	$1,669
4	$1,343	$1,469	$1,588	$1,715
5	$1,375	$1,506	$1,630	$1,760
6	$1,408	$1,544	$1,671	$1,806
7	$1,441	$1,581	$1,713	$1,852
8	$1,474	$1,618	$1,754	$1,897
9	$1,506	$1,655	$1,795	$1,943

Lab Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$933	$1,019	$1,098	$1,184
2	$958	$1,047	$1,130	$1,218
3	$983	$1,074	$1,161	$1,252
4	$1,008	$1,102	$1,191	$1,287
5	$1,032	$1,130	$1,223	$1,320
6	$1,056	$1,158	$1,254	$1,355
7	$1,081	$1,186	$1,285	$1,389
8	$1,106	$1,214	$1,316	$1,423
9	$1,130	$1,242	$1,347	$1,458

APPENDIX C: REMUNERATION FOR NON-TEACHING ASSIGNMENTS BY PART-TIME FACULTY

Remuneration for non-teaching assignments shall be at the rate of $35.00 per hour for those part-time faculty who are in their first through sixth semesters of DCC teaching employment and at the rate of $40.00 per hour for those who are in their seventh or more semesters of DCC teaching employment. Semesters of teaching employment do not need to be consecutive.

APPENDIX D: PART-TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES

Notes:

- Pay rates for new hires will be the minimum pay rate for the salary range.
- Changing bands will result in a horizontal move with the current dollar rate unless the rate is outside the range. A salary rate below the minimum for the band will be raised to the minimum. No rate can exceed the maximum for the band.

Salary Range for 2016 – 2017 AY

	Minimum	Maximum
Band A	$30.00	$36.00
Band B	$27.50	$35.00
Band C	$26.50	$35.00
Band D	$20.50	$27.54
Band E	$20.50	$27.54
Band F	$20.00	$23.46
Band S	$45.00	$50.00

- Each pay rate within the salary minimum and maximums will be adjusted by 2%, not to exceed the maximum for the range.

This contract introduces a merit increment in addition to the percentage raise for only the Academic Years 2017 - 2018, 2018 – 2019 and 2019 – 2020.

Salary Range for 2017 – 2018 AY

	Minimum	Maximum	Increment
Band A	$31.62	$36.72	$1.02
Band B	$30.00	$35.70	$0.82
Band C	$29.00	$35.70	$1.02
Band D	$23.00	$28.09	$0.82
Band E	$23.00	$28.09	$0.82
Band F	$20.40	$23.93	$0.61
Band S	$45.90	$51.00	$1.02

- Each pay rate within the salary minimum and maximums will be adjusted by 2%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

Salary Range for 2018 – 2019 AY

	Minimum	Maximum	Increment
Band A	$32.17	$37.36	$1.04
Band B	$32.17	$36.32	$0.83
Band C	$31.14	$36.32	$1.04
Band D	$24.35	$28.58	$0.85
Band E	$24.35	$28.58	$0.85
Band F	$21.17	$24.35	$0.64
Band S	$46.70	$51.89	$1.04

- Each pay rate within the salary minimum and maximums will be adjusted by 1.75%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year
- No salary will exceed the maximum for the range.

Salary Range for 2019 – 2020 AY

	Minimum	Maximum	Increment
Band A	$32.74	$38.02	$1.06
Band B	$32.74	$36.96	$0.84
Band C	$31.68	$36.96	$1.06
Band D	$24.77	$29.08	$0.86
Band E	$24.77	$29.08	$0.86
Band F	$21.54	$24.77	$0.65
Band S	$47.52	$52.80	$1.06

- Each pay rate within the salary minimum and maximums will be adjusted by 1.75%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

APPENDIX E: PART-TIME NON-TEACHING EDUCATOR BANDS

The College and DUE are creating the following Bands for PT NTEs. At the time of hire, a PT NTE will be clearly assigned to one of the bands based on criteria that was mutually agreed upon by the College and DUE.

Band A: Administrative support

Band B: Coaches/Counselors/Liaisons/Librarians/Coordinators/ Supervisors

Band C: Administrative Support – non supervisory

Band D: Specialists/Lab Monitors/Assistant Coordinator

Band E: Professional Tutors

Band F: Proctors

Band S: Specialty Groups

APPENDIX F: WRITTEN EVALUATION OF PART-TIME FACULTY

A written review is prepared for each part-time faculty member in conjunction with his/her supervisor on the following basis:

- Each of the first two semesters
- Every alternate semester thereafter in which they have a teaching assignment.
- Completed written reports must be signed by both the faculty member and the supervisor, and shall be submitted to OAA within four weeks of the last day of classes for each semester.
- Any comments by a supervisor recommending improvement in a performance category must include specific recommendations for improvement and a time frame for following up on the progress of recommendations with the part-time faculty member. The part-time faculty members may include written comments on the supervisor's recommendations.
- The information gathered in the written evaluation must be kept confidential by the supervisor and the Office of Academic Affairs and is to be deposited in the faculty member's file maintained by the Office of Academic Affairs.

The supervisor/ faculty reviewer shall include the following information in the written evaluation:

1. Classroom Observation: Written reports resulting from classroom observation of the part-time faculty member must include consultation between Department Chair/Supervisor and the individual evaluated before and after writing the report. The report should be filed in the individual's file and a copy given to him/her. The individual evaluated may attach his/her comments. Refer to Appendix G for the classroom observation process.

2. Student Feedback: For each part-time faculty member the supervisor will summarize the contents of student surveys completed since the last evaluation. Refer to Appendix I for the student survey of teaching process.

3. Procedural Responsibilities:
    a. 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 H 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 per College policy according to dates posted in the College academic calendar.
    d. Faculty member uses DCC email to communicate with college and students.

4. A part-time faculty member may provide additional materials to be considered, such as a portfolio prepared by the faculty member that could include:
    a. current teaching materials and assessments
    b. current student work
    c. written self-evaluation by the faculty member
    d. student surveys of teaching
    e. other materials the faculty member feels may accurately represent his/her teaching performance

APPENDIX G: CLASSROOM OBSERVATION PROCESS

Teaching performance will be measured by considering the demonstration of such qualities as:

- command of the subject matter
- ability to organize and present course materials
- ability to engage students in the learning environment

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.

Faculty members may request an additional observation and associated report by their supervisor or by a senior full-time faculty member of the department (above the Assistant Professor level) if they desire. The senior full-time faculty member chosen must be mutually acceptable to the individual and the supervisor.

The supervisor and OAA may determine that an additional observation(s) of a faculty member is warranted. The supervisor will notify the faculty member and the request will be accompanied with an explanation for the additional observation based on unbiased evidence.

APPENDIX H: REQUIREMENTS FOR SYLLABI

Each syllabus 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. List of required textbook(s) and/or other required materials
5. Catalog course description (may also include additional course description detail specific to the instructor but shall not contradict or conflict with the catalog description)
6. Course Student Learning Outcomes
7. Institutional Student Learning Outcomes (when applicable)
8. Outline of course and course requirements
9. Grading criteria indicating how final grade is determined
10. 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 I: 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. 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 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.

a. 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 and hereafter referred to as the Evaluation Committee.
b. 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.
c. The Student Survey of teaching will be administered during the weeks 12 – 14 each semester in all sections taught until the faculty member has achieved Reemployment Preference status.
d. 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 part-time faculty survey forms are to be returned to the respective departmental office.
e. 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.
f. 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.
g. The department chair will forward the data collected for departmental courses taught by part-time faculty to the respective supervisor.

h. The quantitative data collected from Part A of the Student Survey of Teaching shall not be included in any promotion application.

i. 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.

j. All parts of the Student Survey of Teaching form and machine readable forms completed by students shall be returned to the respective faculty member.

APPENDIX J: STUDENT SURVEY OF TEACHING FORM

Part A of the Student Survey of Teaching

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:

i. The instructor provided a syllabus that included a course outline.
ii. The instructor clearly communicated how the course grade was to be determined.
iii. The instructor provided his/her DCC email address and how best to contact them outside of class.
iv. The instructor usually begins class on time as scheduled.
v. The instructor usually uses the instructional time available with breaks (when applicable).
vi. The instructor expects students to use the required textbook(s)/resource(s).
vii. The instructor is responsive to students' questions and concerns.
viii. The instructor gives clear explanations.
ix. I had a strong desire to take this course.
x. I was able to access the resources required for the course.
xi. I was able to commit the time and effort necessary to be successful in the course.
xii. I feel my prior knowledge in the subject matter was a significant factor in my ability to be successful in the course.

Part B focuses on the collection of potentially useful information to the faculty member as concerns their teaching practice. That information will be provided to the faculty member's supervisor and returned to the faculty member after review by the supervisor. Initially, Part B will consist of the following prompts for feedback:

i. Please comment on your overall impression of this instructor.
ii. Please comment on the organization and structure of the course.
iii. Please comment on your interactions with the instructor.
iv. Please comment on the text book and materials used in the class.
v. 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.

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.

APPENDIX K: IMPLEMENTATION OF RANKS

The timeline below describes the implementation of a plan to create four part-time faculty ranks and to institute an Equity Percentage compensation method which includes steps. The purpose of instituting a part-time faculty salary model based on percentages of full-time faculty salaries is to move toward the goal of equal pay for part-time and full-time faculty for comparable instructional work.

2016-2017

- Maintain current tier system with adjusted rates in Appendix B.
- During Spring 2017, a Part-time Faculty Criteria and Placement Committee* will be formed to develop criteria for promotion to Assistant, Associate, and Full Professor ranks.
- These criteria will be mutually agreed to by the College and DUE and accepted through a Memorandum of Understanding no later than Fall 2017.

2017-2018

- Maintain current tier system with adjusted rates in Appendix B.
- All part-time faculty assigned to teach in the Fall 2018 semester will be placed by the College into the ranks of Instructor and Assistant Professor based on terminal degree.
- In Spring 2018, each part-time faculty member's tier will be computed by incrementing by two his/her semesters taught through and including Spring 2018
- Faculty will be assigned to steps in the new salary model that have pay rates that are comparable to the lecture rates at their computed tiers and that are no less than their current lecture rates (if exact matching rates do not exist).
- Department Chairs will be notified of the initial placements of faculty in their department.
- Faculty may appeal their placements within 60 days with evidence of a terminal degree.
- These appeals will be adjudicated by a consultation among the department chair, and a representative from both OAA and DUE.
- Establish Part-time Faculty Promotion Committee in Spring 2018.
- Existing part-time faculty may petition for promotion into the Assistant, Associate and Full Professor ranks based on the new criteria during the Spring 2018 semester. Promotions granted will be implemented in Fall 2018.

2018-2019

- New model with salaries and step for ranks of Instructor, Assistant, Associate and Full Professors will be implemented in the Fall of 2018.
- Each Fall beginning with Fall 2018, existing part-time faculty may apply for promotion into the Assistant, Associate and Full Professor ranks based on established criteria. Promotions will take effect in Fall of the following academic year
- Newly hired part-time faculty will be placed into Instructor and Assistant Professor ranks based on the established criteria for these ranks.
- Tracking of contact hours taught begins (from base of zero) for all part-time faculty.

2019 – 2020

- Full proportional model in place.
- Existing part-time faculty may apply for promotion into the Assistant, Associate and Full Professor ranks based on established criteria. Promotions will take effect in Fall of the following academic year

Other Parameters of Implementation

- Promotion (movement of existing faculty into a higher rank) earns a lateral movement on the salary grid to the same step on the new rank
- Rank and step as a part-time faculty member are not equivalent to full-time faculty rank and step.

Criteria and Placement Committee:

- Four College representatives
- Four DUE representatives (including part-time representation)
- Charge of committee:
  - It is also understood that part-time faculty may or may not come to the College through the traditional academic graduate track, so criteria that encompass part-time faculty academic achievements as well as professional development will be created to define the ranks.
  - Criteria for initial placement of rank for part-time faculty at the point at which they are hired
  - Criteria for promotion to ranks of Assistant, Associate and Professor
  - Determine length of service criteria and whether accumulated contact hours since last step increase are retained at time of promotion.
  - Process for appeals of transitional rank and step
  - Process and Timeline for part-time faculty to apply for promotion
  - Composition of Promotion Committee
  - Committee recommendations will be submitted to both the College and the DUE President.

**The College will develop a process for verification of external experience for rank and step placement and will inform DUE in writing.