

AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE
-AND-
THE COUNTY OF DUTCHESS
-AND-
FULL-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

2020 – 2025

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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
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 Louise Van Winkle Teaching Learning Center (TLC)
Community Based Learning Coordinator
Coordinator of Advising Services
Coordinator of Campus Events and Dining
Coordinator of Career and Employment Services
Coordinator of Disability Services
Coordinator of Emergency Services Program
Coordinator of Health Services
Coordinator of Secondary School Partnerships and Initiatives
Coordinator of Student Judicial Processes
Coordinator of Transfer Services
Coordinator of Veterans Resources
Development Coordinator of the DCC Foundation
Director of Campus Events and Food Service Operations
Diversity Admissions Counselor (previously Admissions/Minority Counselor)
EOP Counselor
Grants & Institutional Research Analyst
Pathways Communication Coordinator

Prior Learning Assessment (PLA) Coordinator
Registrar Counselor
Student Resource Navigator
Title III Program Coordinator
TRIO Student Success Coach
Workforce Pathways 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 Dean of Student Services & Director of EOP
Assistant Director of Campus Security and Safety
Assistant Director of Counseling and Career Services
Associate Director of Financial Aid
Associate Director of Institutional Research, Effectiveness and Planning
Associate Librarian
Associate Registrar
Bursar
Coordinator of Aviation Maintenance Technology Program
Coordinator of EOP
Director of Academic Services and Testing
Director of Accommodative Services
Director of ACT Center
Director of C-Step
Director of Counseling
Director of Instructional Technology and eLearning
Director of Mental and Physical Health Services
Director of Programs DCC Fishkill
Director of Residence Life and Assistant Director of Student Conduct
Director of Secondary & Post-Secondary School Partnerships
Director of Student Life
Director of Student Activities
Director of Student Conduct and Community Standards
Director of TRIO

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 Grants

Director of Institutional Research, Planning and Assessment
Director of Library
Director of Student Accounts
Registrar

GROUP A

Assistant Conduct Coordinator
College Affairs Writer
Coordinator of CSTEP
Coordinator of ESL Program
Coordinator of High School Equivalency Program
Coordinator of Testing
Coordinator of Workforce Education
Development Coordinator of the DCC Foundation
Director of Campus Safety
Director of Math and Science Center
Director of Payroll
Director of Scheduling
Multimedia Content Producer
Print and Multimedia Designer

GROUP B

CIS Lab Assistant
Clinical Lab Coordinator – Nursing
Coordinator of Graduation and Completion
Lab Assistant
Nursery School Educator
Nursing Lab Assistant
Technical Specialist
Webmaster (previously Website Specialist)

OTHER

Full-time Non-Teaching Educators on Grant-Funded Appointment

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 them 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 their membership, or lack thereof, in DUE or their participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or their 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 fifty percent of annual contractual load to be distributed between Fall and Spring semesters. The cost to cover the reassigned time will be equally shared by DUE and the College.

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 rate. DUE may compensate the College for up to nine contact hours per year. Notification to the Office of Vice President for Instruction and Learning 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 reassigned from more than one class in a given semester.

4.03 Reassigned Time for PSO Chair

A teaching educator serving as chair of the PSO will be released from six contact hours per academic year. A Non-teaching Educator serving as chair of the PSO will be compensated with the equivalent of six contact hours at the overload rate per academic year. The NTE serving as chair of the PSO shall still be responsible to perform their regular job duties.

4.04 Distribution of Agreement

Copies of this Agreement shall be available to view and download on the College's website. 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 Vice President for Instruction and Learning, 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 Vice President for Instruction and Learning, 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 Vice President for Instruction and Learning 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 their 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. To facilitate proper staffing and smooth operation of College offices, non-teaching educators shall provide advance notice to their supervisor for observance of a religious holiday, for attending planned family affairs (such as a wedding), and for conducting planned personal business (such as meeting with a personal accountant).

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 7 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 90 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 their designee.

g) Flex Time

Non-Teaching Educators are permitted to flex their work week, with approval from their direct supervisor, and the area Dean or Vice President, or their designee. In the event that the Area Dean or Vice President or their designee is not available at the time the request (when the request is done on an emergency basis) is made, then the NTE could charge their leave accrual and request on the following date from the Area Dean or Vice President or their designee to make up the time during the pay period instead of having their leave accrual charged.

Non-Teaching Educators will work 70 hours within the pay period they flex. If not possible to make up the time within the pay period, benefit time must be used. Non-Teaching Educators requesting flex time will notify their supervisor, in writing, as soon as possible for the need to flex their time. When possible, this request will be provided to the direct supervisor two weeks in advance. Flex time is to be used for the occasional need to flex a Non-Teaching Educator's work schedule and scheduled flex time must be mutually agreed upon, in writing, by the Non-Teaching Educator and direct supervisor.

The College may request, in writing, for a Non-Teaching Educator to flex their work schedule to accommodate an identified institutional or student need. When possible, this request will be provided, in writing, two weeks prior to the referenced date. If the Non-Teaching Educator and supervisor are in agreement regarding the College's request, the Non-Teaching Educator may flex their schedule to accommodate the College's request or may choose to receive compensatory time. Should the Non-Teaching Educator be unable to accommodate the request, this will not be used against the Non-Teaching Educator in future time-off requests or performance reviews.

In the case where a Non-Teaching Educator's position is designated as an overtime-eligible position, the College will notify the employee and their supervisor that the employee is permitted to flex time only within a single work week, rather than the 70 hour pay period for NTEs who are not eligible for overtime.

h) Option for Remote Work

The College shall invite the Union President or their designee to serve on any College-wide committee that is formed to address remote work that could affect DUE Unit members. Such committee shall be established no later than six (6) months following the ratification of this Agreement. All final decisions relative to remote work shall rest with the College President and the Board of Trustees.

i) On-Call Employee Compensation

Should a Full-Time Non-Teaching Educator be called in for unscheduled work outside of their regularly scheduled work week (and this period is not contiguous to their work day), they shall be compensated for a minimum of three hours at the negotiated rate. If the period exceeds three hours, they shall be compensated for hours worked at the appropriate negotiated rate.

Should a Full-Time Non-Teaching Educator be called to work within three hours of the start of their shift, these duties shall be extended to be contiguous with the normal work day and will either be reimbursed at the appropriate negotiated rate until the start of the normal work shift, or the Educator may choose to receive compensatory time for up to three hours. The On-Call Employee Compensation rate will be negotiated between DUE and the College.

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) Required Medical Documentation for Sick Leave

An employee who has a sick leave absence of five consecutive work days or more must present medical documentation substantiating the need for the absence.

b) 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.

c) Continuing Personal Illness

If an educator is unable to perform their 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.

d) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first \$12,500 of monthly salary base with a maximum payment of \$7,500 monthly.

e) 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 their estate, at the rate of \$50 a day.

f) 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.

g) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness and for bereavement. A maximum of 45 days of sick leave per year may be used for family illness. Family illness is illness of a parent, spouse/domestic partner, or child. The term "domestic partner" shall be defined in accordance with the New York State Public Health Law Section 2961, as amended from time to time.

5.09 Sick Leave for Non-Teaching Educators

a) Required Medical Documentation for Sick Leave

An employee who has a sick leave absence of five consecutive work days or more must present medical documentation substantiating the need for the absence.

b) 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.

c) Continuing Personal Illness

If an educator is unable to perform their 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.

d) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first \$12,500 of monthly salary base with a maximum payment of \$7,500 monthly.

e) 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 their estate, at the rate of \$50 a day.

f) 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.

g) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness and for bereavement. A maximum of 45 days of sick leave per year may be used for family illness. Family illness is illness of a parent, spouse/domestic partner, or child. The term “domestic partner” shall be fined in accordance with the New York State Public Health Law Section 2961, as amended from time to time.

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 Vice President for Instruction and Learning 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 Vice President for Instruction and Learning, 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 their last year's base salary as severance at the conclusion of their 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. To facilitate proper staffing and smooth operations of College offices, teaching educators shall provide advance notice to their supervisor for observance of a religious holiday, for attending planned family affairs (such as a wedding), and for conducting planned personal business (such as meeting with a personal accountant).

5.12 Parental Leave

The College supports the fact that educators need time to care and bond with their newborn/newly adopted child(ren)/new placement of a foster child(ren).

a) Guiding Principles for Parental Leave

- i. Parental Leave is a temporary absence from an educator's position.

- ii. The intention of Parental Leave is to relieve educators of all work-related responsibilities during the period of leave.
- iii. The position of an educator, and the benefits associated with this position will not be affected during any approved Parental Leave.
- iv. The College is allowed to fill the job duties with a temporary replacement.
- v. Parental Leave will run concurrently with the Family and Medical Leave Act (FMLA) leave period. If legislation is passed that overrides the FMLA, at either the state or federal level, at that time, the College and DUE will address what changes the new legislation may mean to parental leave.
- vi. Total Parental Leave time may not exceed one calendar year. Educators who do not return to work within a one year time frame of the approved Parental Leave will no longer be considered employees of the College.
- vii. If both caretakers are employed by the College, only one caretaker can receive Paid Parental Leave. The other educator may request Parental Leave, which uses accrued vacation/personal/compensatory time.

b) Qualification Requirements for use of Parental Leave

- i. Parental Leave applies to full time, regularly appointed educators who have been employed with the College for a period of no less than two years. Educators who have been employed with the College for less than two years are eligible for unpaid parental leave using the same guidelines as the FMLA.
- ii. A qualifying event is the birth/adoption of a child (children)/placement of a foster child(ren) An educator who qualifies for Parental Leave may begin their leave within 6 months of the qualifying event.
- iii. An educator must give formal written notice to their immediate supervisor, area Vice President or designee, and the Human Resources department about any impending birth/adoption/placement of a child (children) for whom they will be a primary caregiver. In order to ensure that appropriate planning to cover job responsibilities can occur, an educator should give at least 8 weeks notification, except in extraordinary circumstances.
- iv. An educator shall work with their direct supervisor, the area Vice President or designee, and the Human Resources department to determine the anticipated beginning and ending dates of Parental Leave. If the birth/adoption/placement occurs earlier or later than anticipated, the beginning and ending dates of Parental Leave can be modified accordingly.

- v. An educator should work closely with their direct supervisor, the area Vice President or designee to determine a Plan for Parental Leave that will be least disruptive to the operations of the College. This Plan will be in writing, and signed by the supervisor, the area Vice President or designee, the Human Resources Office, the President of DUE, and the educator. This plan may include the use of Paid Parental Leave, use of accrued benefit time (sick leave, vacation leave, personal and compensatory time as applicable), as well as Unpaid Leave. The agreed upon Plan will also indicate impact on eligibility for any contractual item.

c) Paid Parental Leave

- i. Paid Parental Leave may extend up to 8 calendar weeks starting within six months of the qualifying event. Paid Parental Leave must be taken consecutively.
- ii. Salary during Paid Parental Leave will be based on the contractual amount the educator would be paid if they were working. No additional compensation will be paid for any reason.
- iii. While on Paid Parental Leave, an educator will remain eligible for salary increases and will continue to accrue service time towards eligibility for any contractual items.
- iv. Paid Parental Leave shall be limited to one qualifying event within 365 days.

d) Use of Accrued Benefit Time to Supplement a Paid Parental Leave

- i. In addition to the 8 calendar weeks of Paid Parental Leave, educators may use accrued benefit time, with the exception of sick leave, to supplement the leave. All anticipated use of accrued benefit time should be clearly indicated in the Plan for Parental Leave.
- ii. Use of accrued benefit time may not extend the total Paid Parental Leave to more than six months. Available accrued benefit time will not impact the approval of, or length of, the Paid Parental Leave.

e) Use of Unpaid Parental Leave Time

- v. An educator can also request Unpaid Parental Leave time off. In no event shall the total Parental Leave (paid or unpaid) exceed one year. Such requests should be forwarded to the employee's immediate supervisor and the Office of Human Resources.
- vi. Provisions of Section 5.14 of this contract will apply for Unpaid Parental Leave time.

f) Return to Work

After giving birth, an educator must provide competent medical proof that they are cleared to return to work if they decide to return to work before 6 weeks following birth or 8 weeks following a cesarean procedure.

g) Duration of Parental Leave Provision

Parental Leave benefits provided under this Section shall expire on August 31, 2025 with the expiration of the Contract. If the successor collective bargaining agreement does not include a provision for paid parental leave, then the parental leave policy would revert to the prior parental leave policy contained in the 2016-2020 CBA (Section 5.12).

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 and educators will be billed monthly for their portion of the health insurance. Non-payment of a bill within 30 days when it is due would result in cancellation of the health insurance benefit. 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 they would have been on had they 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 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 September 1, 2018, Educators enrolled in health coverage will contribute to the cost of their 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%

Effective January 1, 2023, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:

Educator Contributions to Health Care Plan Monthly Premiums Effective January 1, 2023		
Plan Type	Individual Coverage	Family Coverage
BC/BS Healthy Advantage	4.5%	18%
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	\$1,000	\$7,000
BC/BS EPO 20	\$500	\$3,500

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

a) Educators eligible for regular retirement, i.e., at least 65, are not eligible for the early retirement incentive.

b) For the purpose of eligibility for either early retirement and/or an early retirement incentive, an eligible educator must: (i) be at least 55 years of age; (ii) not be eligible for regular retirement; and (iii) have at least 15 years of full-time service, of which 10 must be in the bargaining unit.

c) If eligible for early retirement and/or the early retirement incentive, the eligible educator is eligible for retiree health insurance and a payment for unused sick leave, based upon the formula set forth below.

d) To be eligible for the early retirement incentive:

- (i) Eligible educators whose age plus service is at least 85 years, but less than 90 years (for example, if the employee is 55 years of age and has 30 years of service, their age plus service equals 85 years), as of the year of their retirement shall be eligible for a retirement incentive equal to 50% of the eligible educator's final academic year salary.
- (ii) Eligible educators whose age plus service is at least 90 years or more, as of the year of their retirement shall be eligible for a retirement incentive equal to 25% of the eligible educator's final academic year salary.

Educators shall receive such incentive in one payment. The specific dates will be determined with each educator. Such payments will be subject to applicable IRS regulations.

e) For the 2022-2023 academic year only, there shall be a one-time expanded window for eligibility for the early retirement incentive at 50% of the eligible educator's final academic year salary. Eligible educators whose age plus service is at least 90 years or more, as of the effective date of their retirement shall be eligible for this retirement incentive, provided that: (a) they submit their letter of retirement to the Office of Human Resources by no later than December 1, 2022; and (b) their retirement is effective between the last day of obligation for the Spring Semester of 2023, and August 31, 2023.

f) Health Insurance under early retirement and/or the early retirement incentive

For those eligible educators who qualify for the early retirement incentive, the College will pay 85% of the cost of individual coverage or 77.5% of family coverage until the eligible educator is Medicare eligible. Once the eligible educator is Medicare eligible, the College will pay 70% of the cost of individual coverage or 55% of family coverage. Upon reaching Medicare eligibility, a retired eligible educator will be eligible for Medicare Part B reimbursement by the College.

For those eligible educators who do not qualify for the early retirement incentive, but qualify for early retirement, the College will pay 70% of the cost of individual coverage or 55% of family coverage. All health insurance benefits will cease if the educator accepts other employment with an employer who provides health insurance benefits. Upon reaching Medicare

eligibility, a retired eligible educator will not be eligible for Medicare Part B reimbursement by the College.

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's 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.

g) Payouts for Unused Sick Leave under early retirement and/or the early retirement incentive

Payment for unused sick leave shall be in accordance with Section 5.09(f). The payment for unused sick leave and early retirement incentive made to educators will not exceed 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.

h) Notice of Early Retirement

Except for the 2022-2023 special incentive set forth in (e) above, 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.

i) Payment Subject to Tax

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

j) Half-Time Lecturer Position

Teaching educators who are eligible for early retirement may, at the time of application for early retirement, also apply for a Half-Time Lecturer position, 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. The decision to grant half-time lecturer status is made by the College President upon recommendation from the Vice President for Instruction and Learning or their designee. Applications for half-time lecturer status will not be unreasonably denied and are contingent on the current needs of the institution. Teaching educators approved to transition to half-time lecturer status upon early retirement do not forfeit any incentive received and 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. Half-time lecturer status 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 half-time lecturer status 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 (f).

k) 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.

5.22 Contract Sick Leave Bank

In order to provide members of Dutchess United Educators (DUE) who experience circumstances that cause a need for sick leave time beyond that which they have accrued, a Sick Leave Bank, hereafter referred to as the Bank, shall be maintained.

The Bank may be accessed by a full-time Teaching or Non-Teaching Educator who has been employed by the College for a minimum of two years. Withdrawals from the bank shall be limited to employees suffering from a non-work-related catastrophic illness or injury. A catastrophic illness or injury is defined as a severe condition or combination of conditions that (a) affect the physical or mental health of the employee; (b) result in a life-threatening or life function altering condition; and (c) require an extended period of absence from work. Pregnancy is not considered a catastrophic illness. However, complications resulting from pregnancy may be considered catastrophic. Additionally, to access the Sick Leave Bank, the Employee must exhaust all of their accumulated leave time, which includes sick leave, personal leave, vacation leave and compensatory time as applicable.

a) Donation Procedures and Accounting:

The Bank will be established and replenished from the following sources:

(1) Unused Accrued Time:

- a) Beginning in 2022, on August 31st any unused sick/personal days above the maximum accruable base number of 165 days will be added to the Bank.
- b) Any unused sick leave from an educator who resigns from the college will be added to the Bank effective at the date of resignation.
- c) Any unused sick leave that is not used in the conversion process at retirement (5.08 and 5.09 (f)) will be added to the Bank as of the retirement date.
- d) It is understood that an Educator can start off on Sept. 1st with 165 accrued days and an additional 10 or 12 days added for use over the next year. On August 31st of each year, any sick days that were

available for the year in excess of 165 will be assigned to the Bank. Additionally, on August 31st, any unused personal days (3 or 4) that cannot be converted to sick time because it would exceed the maximum, will be assigned to the Bank.

(2) Voluntarily Transferred Time:

- a) Educators may elect to contribute any or all of the days eligible for retirement "buy out" days in lieu of payment. The ratio of 3 days for each eligible day paid will be maintained for this transfer.
- b) When the sick bank falls below 360 days (2520 hours), the College will put out a call to all Full-Time Educators with a minimum of 65 days (455 hours) of accrued sick leave for donations of sick time. The decision to donate sick time to the Bank should be a choice made freely by each eligible employee.

(3) Donations must be made in full working day increments and cannot be withdrawn once donated. All donations will be considered final when submitted in writing by the donating employee. Each day donated is valued as one day regardless of the employee's annual salary.

(4) By September 30th of each year, the Human Resources Office will provide DUE with an annual report of all time contributed and the balance of the Bank.

b) Qualification Requirements for use of Sick Bank Leave Time

- (1) All accrued leave credits must be depleted prior to using leave from the Bank.
- (2) If an employee receives payment for lost wages through New York State disability or a private disability policy, they shall only be eligible to withdraw days from the sick bank to pay the difference between what they would have earned if they continued on the payroll and what they received for lost wages. An employee who seeks leave from the sick bank shall be required to certify whether they are receiving or are eligible to receive payments for lost wages through New York State disability or a private policy and, if so, the amount received or expected to be received. The affirmative obligation to provide information relative to the receipt of disability benefits covering lost wages shall continue even after the employee's filing of their initial application for Sick Bank Leave Time.

c) Administrative Procedures for Use of Time from the Bank

- (1) The Leave Bank Committee (LBC) shall consist of one representative designated by the DUE President, one representative designated by the

President of the College, and a Human Resource Officer. The DUE President and the Associate Vice President of Human Resources will exchange names of their respective designee annually no later than September 1st. Term of appointments shall be September 1 through August 31.

- (2) Each request to use the Bank will be submitted to the Associate Vice President of Human Resources on a confidential form that includes the following: name, contact information, date, number of hours requested, expected dates of absence and signature. A request may be made by the employee or their proxy. Each request shall be made in writing on the form annexed hereto as Appendix "J" and be submitted in conjunction with medical documentation to substantiate the need for the use of Sick Bank Leave.
- (3) All requests, without identifying information, will be presented to the LBC and a decision reached by a majority vote.
- (4) Leaves will not be unreasonably denied, however total leaves granted must not exceed the balance in the Leave Bank, 60 workdays, or until the Educator is eligible for Long Term Disability, whichever is shorter. After an eligible employee uses the Sick Leave Bank, that employee must wait a period of no less than six months before filing a subsequent application to use Sick Leave Bank time.
- (5) The Committee's decision is final and is not subject to appeal or the grievance procedure.
- (6) An Educator must give written notification to the Associate Vice President of Human Resources in order for the LBC members to review the applying Educator's leave time record.
- (7) The LBC shall meet within ten (10) working days from the receipt of the request in the Human Resources Department.
- (8) The Teaching or Non-Teaching Educator and their non-bargaining unit supervisor shall be notified in writing within five (5) working days of the Committee's determination.
- (9) The Bank leave will be applied in a minimum of half day increments, and may be taken intermittently as required.
- (10) The LBC may request that the employee execute a HIPPA Authorization(s) for either the release of medical records or to speak with the employee's treating physician in order to make a determination on eligibility for the bank.

d) Duration of Sick Leave Bank

Absent an agreement by the parties to continue the Sick Leave Bank, contributions to the Sick Leave Bank provided under this Section shall end on August 31, 2025 with the expiration of the Contract. Members will continue to have access until the bank is exhausted.

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 their specific and individual duties and obligations to the College, the educator shall be regarded as an employee of the College. They shall be responsible to their 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 Dates of 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 Vice President for Instruction and Learning. 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 three (3) 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 Vice President for Instruction and Learning and only in the case of an unavoidable institutional need.

For Field Supervisors, the incorporation of a fully lecture based course into their teaching load would reduce their weekly obligation by two hours for every lecture contact hour.

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

As an alternative to applying the contact hour adjustment formula, the College shall have the discretion to approve the assignment of the faculty member to teach courses, where feasible and appropriate, in alternative disciplines for which it is determined the Teaching Educator has the appropriate documented academic credentials and/or related experience as assessed and approved by the Department and Office of Vice President for Instruction and Learning. Specific assignments for Teaching Educators will be determined within each department and are subject to the approval of the Office of Vice President for Instruction and Learning.

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:

A faculty member would receive:

- i) One-third of the course's normal contact hours for two to four students,
- ii) two-thirds of the course's normal contact hours for five to eight students,
- iii) and the full contact hours if nine or more students were enrolled in the class.

Contact hour adjustments shall be rounded up to the nearest whole integer when the course's total contact hours are not evenly divisible by three.

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 Vice President for Instruction and Learning 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 Vice President for Instruction and Learning. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Office of Vice President for Instruction and Learning, 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 Vice President for Instruction and Learning and the appropriate Department Chair.

The position of Early Childhood Field Supervision Instructor may be assigned evenings as part of their load assignments if the Department and Program Chair determine need.

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 Vice President for Instruction and Learning is permissible in order for the teaching educators to make full load.

e) Special Scheduling Requirements

Department Chair's, 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 Vice President for Instruction and Learning.

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 Vice President for Instruction and Learning. 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 Learning Management System (LMS) and without their 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 Vice President for Instruction and Learning. 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 a 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 their first online/hybrid course will receive documented training in the appropriate LMS prior to offering the course. The approved Educator will attend all of the required training sessions. The Vice President for Instruction and Learning or their designee will mentor the Educator when needed.
- ii. During the one semester of training/preparation to offer their 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 LMS 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 LMS, one (1) lecture hour at the appropriate teaching rate will be paid to the Educator in the preparation semester for applying the appropriate LMS 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 LMS 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, Office of Vice President for Instruction and Learning, 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 Vice President for Instruction and Learning 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.

For NTEs Hired Prior to Ratification of MOA

In cases of institutional or student need and upon agreement of the Non-Teaching Educator and direct supervisor, adjustments to this schedule can be made and implemented for a duration of time agreed upon in writing. In such cases when the College is seeking a schedule adjustment to meet an identified need, agreement between the Non-Teaching Educator and direct supervisor will be confirmed in writing two weeks if possible in advance of the schedule adjustment. Should an NTE not be available or unable to make the adjustment, it will not be held against them in future decisions regarding time-off requests or in performance reviews. The Non-Teaching Educator can choose to work this additional time to earn compensatory time or have an adjustment made in their normal work schedule to accommodate the hours.

For NTEs Hired On or After Ratification of MOA

Notwithstanding the above, the College reserves the right to add a requirement to future NTE job postings specifying that NTEs in a particular role will be regularly scheduled to work weekends and/or evenings to meet the operational needs of the College, provided that the NTE is not regularly scheduled to work in excess of a 40-hour workweek consistent with the current practice for scheduling meals and breacktimes for NTEs. Upon hiring, the NTE will receive written communication from the College, along with their initial appointment letter, reaffirming that particular position requires evening and weekend availability. Should the evening or weekend dates and times deviate from the NTE's set schedule, the College will, when possible, provide at least two (2) weeks of notification of this need. Such notification shall be provided, in writing, by the NTEs' supervising VP or Dean.

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.

Each year, by no later than March 15, the College President shall announce whether the College will be closed to the public on Fridays and whether the offices will be closed on Fridays anytime during the summer period indicated above. Each year, by no later than October 15, the College President shall announce whether the college will be closed to the public and whether the offices will be closed on any days between the end of the fall semester and the beginning of the spring semester, aside from any federal or state scheduled holidays.

Note: The above March 15th notification will take effect with the Summer of 2023

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 Vice President for Instruction and Learning.

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 their 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 their 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 they may deem relevant to any of the materials contained therein.
- (6) Teaching Educator files may only be read in the Office of Vice President for Instruction and Learning and in the presence of a representative of the Office of Vice President for Instruction and Learning.
- (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 an Educator intends to read their 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 they so wish, 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 Vice President for Instruction and Learning.

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 Vice President for Instruction and Learning or their designee. 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 their 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 their 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 Vice President for Instruction and Learning or their designee. The Vice President for Instruction and Learning or their designee shall carefully consider the recommendations of the Committee and shall thereafter forward their recommendations, together with the Committee's recommendations, to the President. The President shall carefully consider the recommendations of the Committee and shall thereafter forward their 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 an 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 Stipends

Within one week of the College determining that a Non-Teaching Educator will be asked to assume responsibilities for a vacant position, the College will inform DUE that such determination has been made.

Within one month of the College receiving notice that a position will be vacated and the work assumed by a Non-Teaching Educator, DUE and the College will negotiate a tentative plan and anticipated timeline for the additional workload. The plan will include and is not limited to:

- a. how the work of the position will be accomplished if it is not being refilled,
 - i. if necessary a Job Re-Evaluation/Reclassification for the educator will occur to incorporate the new work
- b. if the position is being refilled, an interim plan for how the work of the position will be accomplished until it is filled,
- c. a tentative timeline of completion,
 - i. if the agreed upon timeline is exceeded for any reason, then DUE and the College will re-negotiate the plan
- d. compensation for additional duties,

DUE and the College will negotiate an agreed upon stipend dollar amount or temporary step adjustment for an individual or multiple members who are being asked to share the additional workload.

7.06 Removal of Tenure

Dismissal of Faculty with Continuing or Term Appointments

The following steps shall be taken when the College finds it necessary to consider the dismissal of a faculty member with a continuing appointment:

a) Preliminary Procedures

When it becomes necessary to question the fitness of a faculty member, the President will direct that the Vice President for Instruction and Learning or their designee meet with the faculty member in private conference. The faculty member shall have the right to have a representative present at the meeting. The matter may be settled by agreement at this point. If the matter is found to be without merit, there will be no written record unless required by Federal or State law. If the issue is resolved, a copy of that resolution will be retained in the faculty member's open file. If the matter is not resolved, the President may cause written charges to be prepared.

b) Beginning Formal Proceedings

After approval by the President, written charges shall be served on the faculty member. The faculty member shall advise the President in writing within 10 working days whether or not they wish a hearing. If a hearing is not requested, the matter will be forwarded to the College President for such action as they deem appropriate. The disposition of the matter by the College President shall be communicated in writing to the faculty member within 30 calendar days of

receipt of notification from the President that no hearing is requested. In the event a hearing is desired, an ad hoc hearing committee shall be formed and shall set a hearing date within 45 calendar days of the date the charges were served on the faculty member. The faculty member may submit a written response to the hearing committee. Such response must be submitted not later than 14 calendar days prior to the commencement of the hearing.

c) Hearing Committee

An ad hoc committee of nine tenured members of the teaching faculty, from a minimum of five different disciplines, shall be established to conduct the hearing and reach a decision. They shall be selected by a vote of the tenured faculty in an election conducted by the Professional Staff Organization. The committee shall elect its own chairperson. If procedural or technical issues need to be addressed, the committee shall be able to consult with legal counsel provided by the College for advisory purposes.

d) Suspension of the Faculty Member

Suspension of the faculty member during the proceedings involving them is justified only if immediate harm to them or others is threatened by their continued service. Any such suspension shall be with pay.

e) Committee Proceedings

1. The committee shall consider the charges and the faculty member's written response. The committee shall recommend whether the faculty member should be dismissed. The committee, in consultation with the faculty member, shall exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the charges to the faculty member should be received by the committee.
2. The President shall have the right to attend the hearing and/or designate an appropriate representative to assist in developing the case. However, the committee shall conduct the hearing, determine the order of proof, normally conduct the questioning of the witnesses, and, if necessary, secure the presentation of evidence important to the case.
3. The faculty member shall have the option of assistance by counsel, at their expense, whose function shall be similar to that of the representative chosen by the President. The faculty member or their counsel and the representative designated by the President shall have the right to call witnesses and to question all witnesses who testify orally. The faculty member shall have the right to confront all witnesses. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as their statements, shall nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may, when necessary, be taken outside the hearing

and reported to the committee. Expenses incurred in the calling of witnesses vital to the College's case shall be borne by the College.

4. All of the evidence shall be duly recorded. The College shall bear the costs of recording the hearing. The faculty member may obtain a copy of the record of the hearing at their expense. Unless special circumstances warrant, it shall not be necessary to follow formal rules of court procedure.

f) Consideration by Hearing Committee

The committee shall reach its decision in conference on the basis of the evidence presented within 30 calendar days of the close of the hearing. Before doing so, it shall give opportunity to the faculty member or their counsel and the Vice President of Instruction and Learning or their representative to argue orally before the committee. If written briefs are desired, the committee may request them. The committee shall make explicit all findings with respect to each of the grounds for dismissal presented, and a reasoned opinion shall be rendered. The President and the faculty member shall be provided the full report of the hearing committee and notified of the decision in writing.

g) Consideration by the President

Within 30 calendar days of receiving the hearing committee's full report, the President shall review the record of the hearing and the committee's recommendations, shall take such action as they may deem appropriate to affect a final decision, and shall communicate in writing to the faculty member the disposition of the matter. The President shall have the discretion to accept or reject the committee's recommendation. The faculty member shall advise the President, in writing and within 10 working days of having received the President's written communication on the disposition of the matter, of their desire to appeal the decision to the Board of Trustees. If an appeal is not requested, the President's decision shall be final.

h) Consideration by Board of Trustees

Upon receiving a timely and written request for appeal, the President shall transmit to the Board of Trustees their disposition on the matter and the full report of the hearing committee setting forth its findings and recommendations. Within 30 calendar days, the Board shall review the record of the hearing and the committee's recommendations and shall take such action as it may deem appropriate to affect a final decision. The faculty member and/or their representative have the right to appear before the Board before its final disposition of the matter. The decision of the Board of Trustees shall be final.

i) Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, public statements about the case by the faculty member or administrative officers shall be avoided so far as possible until the proceedings are completed. Announcements of the final decision by the Board of Trustees, if there is an appeal to the Board shall include a

statement of the hearing committee's recommendation and the College President's final decision. Any release to the public shall be made through the President's office.

j) Remedial Measures

Nothing herein shall limit the College's rights to take remedial measures such as counseling memos, recommended training, or Employee Assistance Program referrals. The parties recognize that these remedial steps are intended as corrective action and should not be viewed as discipline. In such case, the provisions of this section do not apply.

7.07 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 7.02(e) of the Agreement.

7.08 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 twelve (12) 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 their 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 the employee. All provisional assessments and warning materials will be kept confidential in the Office of Human Resources.
6. During the six (6) months following the minimum (3 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. During the final three (3) months of the provisional period, continued satisfactory performance of the employee will be evaluated and documented. Documented unsatisfactory performance within this period may result in the termination of employment after notification of at least one (1) month.
8. This twelve (12) month provisional period may be extended for approved leaves of absence and/or by mutual agreement between the College and DUE.
9. Once an employee's service has exceeded the maximum period of 12 months, the employee will be given notice that they have been granted regular employment status and their 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 7.11(b) and (c) Notice of Termination.

7.09 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 their 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.

7.10 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 their 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.

7.11 Notice of Termination

a) Notice of Termination for Teaching Educators

Notice of termination for reasons other than retrenchment or dismissal under Section 7.13 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 or dismissal under Section 7.13 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.

7.12 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 their 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 their designee may request DUE to meet in an effort to resolve the grievance. The President or their 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.

7.13 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 Educators. Where the College seeks to remove a tenured faculty, the provisions of Article 7.06 of this Agreement 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 their 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 Educators. 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 by 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 to select an Arbitrator for disciplinary arbitrations from the following list:

Elena Cacavas
Monte Klein
Ira Lobel
Timothy Taylor
John Trela

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.

7.14 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 Vice President for Instruction and Learning 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 of 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 Vice President for Instruction and Learning. Ballots will be counted by the Office of Vice President for Instruction and Learning in the presence of the subcommittee.
- (5) Within two business days, the Office of Vice President for Instruction and Learning will forward the results of the department vote to all full time department faculty.
 - (6) The Office of Vice President for Instruction and Learning shall forward the results of the department vote along with the recommendation of the Vice President for Instruction and Learning 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 2020-2021:

The salary schedule in effect for 2020-2021 shall be increased by 0%. The distribution pattern for Educators for 2020-2021 only, effective September 1, 2020, 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 2019-2020), resulting in receipt of a merit increase.

For 2021-2022:

The salary schedule in effect for 2021-2022 shall be increased by 0%. The distribution pattern for Educators for 2021-2022 only, effective September 1, 2021, 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 2020-2021), resulting in receipt of a merit increase.

For 2022-2023:

The salary schedule in effect for 2021-2022 shall be increased by 4%. The distribution pattern for Educators for 2022-2023 only, effective September 1, 2022, 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 2021-2022), resulting in receipt of a merit increase.

For 2023-2024:

The salary schedule in effect for 2022-2023 shall be increased by 4%. The distribution pattern for Educators for 2023-2024 only, effective September 1, 2023, 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 2022-2023), resulting in receipt of a merit increase

For 2024-2025:

The salary schedule in effect for 2023-2024 shall be increased by 4%. The distribution pattern for Educators for 2024-2025 only, effective September 1, 2024, 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 2023-2024), resulting in receipt of a merit increase

- (i) Promotions for individuals who were the subject of September 4, 2020 MOA:

Effective September 1, 2022, all educators who were promoted under the Memorandum of Agreement dated September 4, 2020, shall progress two steps on the salary schedule instead of the one step movement provided to educators not covered under that Memorandum of Agreement.

Effective September 1, 2023, all educators who were promoted under the Memorandum of Agreement dated September 4, 2020, shall progress two steps on the salary schedule instead of the one step movement provided to educators not covered under that Memorandum of Agreement.

- (ii) Nurse's salaries:

Effective with the commencement of the 2022-2023 Academic year, a new salary schedule shall be created for Nursing Teaching Educators. Salary schedules for Nursing Teaching Educators for 2022-2023, 2023-2024, and 2024-2025 are provided in Appendix B Salary Schedules.

b) Overload Teaching

Overload teaching pay shall be as follows:

	Starting 2019-2020
First or second semester teaching	\$1,183 per contact hour
Third or more semester teaching	\$1,303 per contact hour

Effective Fall 2017, all contact hours over load in either a fall or spring semester are compensated at the overload rate as provided in the table above. 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 Office of Vice President for Instruction and Learning. Requests to waive fall overload is submitted to Office of Vice President for Instruction and Learning 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 75% of Overload rate from Section 8.01(b).

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 Vice President for Instruction and Learning for the academic program of the department.

Compensation Formula:

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 5,000	0
5,000 – 9,999	1
10,000 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 Vice President for Instruction and Learning 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/Vice President for Instruction and Learning or their designee 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 Vice President for Instruction and Learning 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; \$150 for each section supervised during the 2022-2023 academic year; and \$155 for each section supervised beginning in the 2023-2024 academic year. 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 Vice President for Instruction and Learning shall arrange for appropriate coverage.

It is mutually understood that each department is committed to concurrent supervision and will continue to do this work.

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 Vice President for Instruction and Learning 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 for Instruction and Learning or their designee 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 Vice President for Instruction and Learning.

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.

Student in Program = FT students + (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 Vice President for Instruction and Learning 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 for Instruction and Learning or their designee 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 Vice President for Instruction and Learning.

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 Vice President for Instruction and Learning 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 Vice President for Instruction and Learning.

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 they return 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 Electronic Timekeeping System

Effective Fall 2018, the College will implement the use of the College's electronic timekeeping system to track leave benefits for full-time teaching educators. The electronic system will replace the current manual process using the FT Faculty Absentee Report. Faculty will be required to only use the system to report a day absent, selecting the type of benefit leave to be used (sick, personal, etc.). Faculty will not be required to report daily time in and out. Supervisors or their designees will be required to approve the time off submissions.

Earnings, usage, donations, and balances of leave benefits will be available and displayed through the electronic system.

9.03 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.

9.04 Safety Concerns

The College understands and affirms its responsibility to provide safe working conditions for its employees. In the case when concerns about safe working conditions are brought to the Executive Council of the Dutchess United Educators, and upon confirmation of the accuracy of the concerns, the DUE President and Vice Presidents will detail the concern(s) in writing to the College. The College shall respond within two (2) weeks with one of the following: (1) a solution to remediate the concern that garners immediate approval of DUE's Executive Council, (2) a request to meet and work with DUE to develop a timely solution, or (3) a written reply, with evidence, refuting the claims. Any alleged violation of this section shall not be subject to the grievance procedure set forth in 7.12 of this Agreement.

9.05 Eligibility for Retroactive Compensation or Benefits

In order to be eligible for any retroactive compensation or benefits a unit member must be on the payroll as of the date of the ratification of this Memorandum of Agreement.

9.06 Effective Date of Contract Provisions

Unless otherwise specified in this Collective Bargaining Agreement (CBA) for September 1, 2020 through August 31, 2025, as detailed in the August 4, 2022 Memorandum of Agreement between the College and DUE, all revisions to the predecessor contract (2016-2020 CBA) shall take effect September 1, 2022.

9.07 Labor-Management Committee

A labor-management committee will be formed to review and revise the current promotion and tenure process. The committee will include three DUE members, to be appointed by the DUE Executive Council, and three College representatives to be appointed by the College President.

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.

Article XI: 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 by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article XII: DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2020 and shall continue through August 31, 2025.

DUTCHESS COMMUNITY COLLEGE

By: Michael F. Dupree
Michael Francis Dupree, Chairman
Board of Trustees

21 September 2022
(Date)

By: Dr. Peter Grant Jordan
Dr. Peter Grant Jordan, President

Sept. 21, 2022
(Date)

DUTCHESS UNITED EDUCATORS

By: Werner Steger
Dr. Werner Steger, President

9/21/22
(Date)

DUTCHESS COUNTY

By: Marcus Molinaro
Marcus Molinaro, County Executive

Sept. 21 2022
(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 – Salary Schedules

9/1/2020 – 8/31/2022

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

9/1/2022 – 8/31/2023

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			55,449	59,438				59,438	
5			57,201	61,395			57,201	61,395	
6			58,953	63,352	68,125		58,953	63,352	68,125
7	47,102	55,717	60,705	65,308	70,282		60,705	65,308	70,282
8	48,442	57,267	62,457	67,264	72,438		62,457	67,264	72,438
9	49,782	58,816	64,210	69,221	74,595	58,816	64,210	69,221	74,595
10	51,121	60,366	65,961	71,178	76,751	60,366	65,961	71,178	76,751
11	52,463	61,915	67,713	73,134	78,908	61,915	67,713	73,134	78,908
12	53,802	63,465	69,464	75,091	81,064	63,465	69,464	75,091	81,064
13	55,143	65,015	71,216	77,047	83,221	65,015	71,216	77,047	83,221
14	56,483	66,564	72,968	79,004	85,377	66,564	72,968	79,004	85,377
15	57,824	68,114	74,720	80,960	87,535	68,114	74,720	80,960	87,535
16	59,164	69,663	76,472	82,917	89,691	69,663	76,472	82,917	89,691
17	60,503	71,213	78,225	84,873	91,848	71,213	78,225	84,873	91,848
18	61,845	72,764	79,976	86,830	94,004	72,764	79,976	86,830	94,004
19	63,184	74,312	81,728	88,787	96,160	74,312	81,728	88,787	96,160
20	64,525	75,862	83,481	90,743	98,316	75,862	83,481	90,743	98,316
21	65,865	77,412	85,232	92,699	100,473	77,412	85,232	92,699	100,473
22	67,206	78,961	86,985	94,657	102,629	78,961	86,985	94,657	102,629
23	68,545	80,511	88,735	96,613	104,785	80,511	88,735	96,613	104,785
24	69,886	82,060	90,487	98,569	106,942	82,060	90,487	98,569	106,942
25			92,240	100,525	109,098		92,240	100,525	109,098
26			93,991	102,483	111,256		93,991	102,483	111,256
27				104,440	113,411			104,440	113,411
28				106,396	115,568			106,396	115,568
29					117,724				117,724

9/1/2023 – 8/31/2024

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			57,667	61,816				61,816	
5			59,489	63,851			59,489	63,851	
6			61,312	65,886	70,850		61,312	65,886	70,850
7	48,986	57,946	63,133	67,920	73,093		63,133	67,920	73,093
8	50,380	59,557	64,955	69,955	75,336		64,955	69,955	75,336
9	51,773	61,169	66,778	71,990	77,579	61,169	66,778	71,990	77,579
10	53,166	62,780	68,599	74,025	79,821	62,780	68,599	74,025	79,821
11	54,561	64,392	70,422	76,059	82,064	64,392	70,422	76,059	82,064
12	55,954	66,004	72,242	78,095	84,306	66,004	72,242	78,095	84,306
13	57,349	67,615	74,065	80,129	86,550	67,615	74,065	80,129	86,550
14	58,743	69,227	75,887	82,164	88,792	69,227	75,887	82,164	88,792
15	60,137	70,838	77,709	84,198	91,036	70,838	77,709	84,198	91,036
16	61,530	72,450	79,531	86,234	93,278	72,450	79,531	86,234	93,278
17	62,923	74,061	81,354	88,268	95,522	74,061	81,354	88,268	95,522
18	64,318	75,674	83,175	90,303	97,764	75,674	83,175	90,303	97,764
19	65,712	77,285	84,998	92,338	100,007	77,285	84,998	92,338	100,007
20	67,106	78,896	86,820	94,373	102,249	78,896	86,820	94,373	102,249
21	68,500	80,509	88,641	96,407	104,492	80,509	88,641	96,407	104,492
22	69,894	82,119	90,464	98,443	106,734	82,119	90,464	98,443	106,734
23	71,287	83,731	92,284	100,477	108,977	83,731	92,284	100,477	108,977
24	72,681	85,343	94,107	102,512	111,220	85,343	94,107	102,512	111,220
25			95,929	104,546	113,462		95,929	104,546	113,462
26			97,751	106,582	115,706		97,751	106,582	115,706
27				108,618	117,947			108,618	117,947
28				110,652	120,191			110,652	120,191
29					122,433				122,433

9/1/2024 – 8/31/2025

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			59,973	64,288				64,288	
5			61,869	66,405			61,869	66,405	
6			63,764	68,521	73,684		63,764	68,521	73,684
7	50,945	60,263	65,658	70,637	76,017		65,658	70,637	76,017
8	52,395	61,940	67,554	72,753	78,349		67,554	72,753	78,349
9	53,844	63,616	69,449	74,870	80,682	63,616	69,449	74,870	80,682
10	55,293	65,292	71,343	76,986	83,014	65,292	71,343	76,986	83,014
11	56,744	66,968	73,239	79,102	85,347	66,968	73,239	79,102	85,347
12	58,193	68,644	75,132	81,219	87,679	68,644	75,132	81,219	87,679
13	59,643	70,320	77,027	83,334	90,012	70,320	77,027	83,334	90,012
14	61,092	71,996	78,923	85,450	92,343	71,996	78,923	85,450	92,343
15	62,542	73,672	80,817	87,566	94,678	73,672	80,817	87,566	94,678
16	63,991	75,348	82,712	89,683	97,009	75,348	82,712	89,683	97,009
17	65,440	77,024	84,608	91,799	99,342	77,024	84,608	91,799	99,342
18	66,891	78,701	86,502	93,915	101,674	78,701	86,502	93,915	101,674
19	68,340	80,376	88,397	96,032	104,007	80,376	88,397	96,032	104,007
20	69,790	82,052	90,293	98,148	106,339	82,052	90,293	98,148	106,339
21	71,240	83,729	92,187	100,264	108,672	83,729	92,187	100,264	108,672
22	72,690	85,404	94,083	102,381	111,004	85,404	94,083	102,381	111,004
23	74,139	87,080	95,976	104,496	113,336	87,080	95,976	104,496	113,336
24	75,589	88,756	97,871	106,612	115,669	88,756	97,871	106,612	115,669
25			99,766	108,728	118,000		99,766	108,728	118,000
26			101,661	110,845	120,335		101,661	110,845	120,335
27				112,962	122,665			112,962	122,665
28				115,078	124,998			115,078	124,998
29					127,330				127,330

Nursing Teaching Educator Salary Schedules for 2022-2023, 2023-2024, and 2024-2025:

Level	9/1/2022 - 8/31/2023				9/1/2023 - 8/31/2024			
	Instructor	Assistant Professor	Associate Professor	Professor	Instructor	Assistant Professor	Associate Professor	Professor
5		66,001	70,841			68,641	73,674	
6		68,023	73,098	78,606		70,744	76,022	81,750
7		70,044	75,355	81,095		72,846	78,369	84,339
8		72,066	77,612	83,582		74,949	80,716	86,926
9		74,088	79,871	86,071		77,052	83,066	89,514
10	69,653	76,109	82,128	88,559	72,439	79,153	85,413	92,101
11	71,441	78,131	84,385	91,047	74,298	81,256	87,760	94,689
12	73,229	80,150	86,643	93,535	76,158	83,356	90,109	97,277
13	75,017	82,172	88,901	96,024	78,017	85,459	92,457	99,865
14	76,805	84,194	91,158	98,511	79,877	87,562	94,804	102,451
15	78,593	86,215	93,415	101,001	81,737	89,664	97,152	105,041
16	80,381	88,237	95,673	103,489	83,596	91,767	99,500	107,629
17	82,169	90,259	97,931	105,978	85,456	93,870	101,848	110,217
18	83,958	92,280	100,188	108,465	87,316	95,971	104,196	112,804
19	85,745	94,302	102,446	110,954	89,175	98,074	106,544	115,392
20	87,533	96,324	104,703	113,442	91,034	100,177	108,891	117,980
21	89,322	98,345	106,961	115,931	92,895	102,279	111,239	120,568
22	91,109	100,367	109,219	118,634	94,753	104,381	113,588	123,379
23	92,897	102,386	111,476	120,906	96,613	106,482	115,935	125,742
24	94,685	104,408	113,733	123,395	98,472	108,584	118,282	128,331
25		106,430	115,991	125,882		110,687	120,631	130,918
26		108,451	118,249	128,372		112,789	122,979	133,507

Nursing Teaching Educator Salary Schedules (cont.)

Level	9/1/2024-8/31/2025			
	Instructor	Assistant Professor	Associate Professor	Professor
5		71,387	76,621	
6		73,574	79,063	85,020
7		75,760	81,504	87,713
8		77,947	83,945	90,403
9		80,134	86,388	93,095
10	75,336	82,319	88,830	95,785
11	77,270	84,506	91,271	98,476
12	79,204	86,691	93,713	101,168
13	81,138	88,878	96,155	103,860
14	83,072	91,064	98,596	106,549
15	85,006	93,250	101,038	109,243
16	86,940	95,437	103,480	111,934
17	88,874	97,624	105,922	114,626
18	90,809	99,810	108,363	117,316
19	92,742	101,997	110,806	120,008
20	94,675	104,184	113,247	122,699
21	96,611	106,370	115,689	125,391
22	98,543	108,557	118,131	128,315
23	100,477	110,741	120,573	130,772
24	102,411	112,928	123,014	133,464
25		115,115	125,456	136,154
26		117,301	127,898	138,848

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 Developm**
5. **ent 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);
6. **Overall Evaluation** (includes evaluative information from classroom observations, student feedback, and procedural responsibilities of faculty);
7. **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 their 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 Office of the Vice President for Instruction and Learning 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 Vice President for Instruction and Learning.

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, their 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 Vice President for Instruction and Learning. 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 them. The individual evaluated may attach their 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 Vice President for Instruction and Learning.

5. The Department Chair and the Office of Vice President for Instruction and Learning 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 their growth and development as an educator.

The Department Chair/Supervisor and the Office of Vice President for Instruction and Learning 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 Vice President for Instruction and Learning 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 Vice President for Instruction and Learning 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 Office of the Vice President for Instruction and Learning.
- 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 Office of the Vice President for Instruction and Learning, 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 Office of the Vice President for Instruction and Learning. 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 their 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 Office of the Vice President for Instruction and Learning within 45 days of the end of each spring and fall semester. These data can only be used by Office of the Vice President for Instruction and Learning 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 their 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 Vice President for Instruction and Learning. 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 Vice President for Instruction and Learning 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 Vice President for Instruction and Learning shall consult with a faculty member as soon as possible if the Office of Vice President for Instruction and Learning 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 Vice President for Instruction and Learning 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 Vice President for Instruction and Learning".
 - 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 their 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 their 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 – Application for Access to Sick Leave Bank for DUE Full-Time Employees

APPLICATION FOR ACCESS TO SICK LEAVE BANK FOR DUE FULL TIME EMPLOYEES

EMPLOYEE NAME: _____

ADDRESS: _____ ZIP: _____

HOME PHONE #: _____ MOBILE PHONE #: _____

DEPARTMENT AND POSITION TITLE: _____

DATE SUBMITTED: _____

LAST DAY WORKED: _____

HAVE ALL LEAVE ACCRUALS HAVE BEEN EXHAUSTED: ___ YES ___ NO

LEAVE ACCRUALS EXPIRED ON: _____

DESCRIPTION OF MEDICAL CONDITION: _____

NUMBER OF DAYS REQUESTED: _____

I affirm that I am not currently receiving any disability benefits from New York State disability or a private disability benefits plan (in so far that it provides coverage for lost wages). Should I receive such payments at a future date, I recognize that I have a continuing obligation to report any such payments to the Leave Bank Committee.

I have attached medical documentation substantiating the need for the use of Sick Bank Leave. I certify that the information provided in this application is correct to the best of my knowledge. I further certify that I shall submit any additional medical documentation that the College may require in order to evaluate my request to use the sick leave bank, including the completion and submission of any necessary HIPPA forms.

APPLICANT'S SIGNATURE

DATE

To be completed by Authorized College Representative:

APPLICATION RECEIVED ON _____

LEAVE ACCRUALS EXHAUSTED AS OF: _____

IS THIS CLAIM ALSO COVERED BY WORKER'S COMPENSATION: ____ YES ____ NO

AUTHORIZED SIGNATURE

DATE

