

2023-2027

Contract

between the

**Board of Trustees of
Cayuga County Community College**

and the

**Cayuga County Community College
Faculty Association**



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Duration of Agreement

This contract shall become effective on September 1, 2023, and shall remain in effect until August 31, 2027.

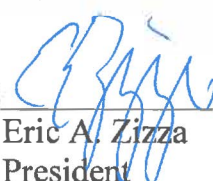
The Board of Trustees and the Association agree that all items of concern to each side have been negotiated and will not be reopened by either side during the life of this agreement, except by mutual consent.

Cayuga County Community College

By: 

Dr. Brian M. Durant, Ed.D
President

Cayuga Community College
Faculty Association

By: 

Eric A. Zizza
President

P r e a m b l e

The Board of Trustees and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon Cayuga Community College.

Article I – Definitions

1. **Association** shall mean Cayuga County Community College Faculty Association.
2. **College** shall mean Cayuga County Community College.
3. **Board** shall mean the Board of Trustees of Cayuga County Community College.
4. **Representative** or **Association Representative** shall mean an authorized representative of the Cayuga County Community College Faculty Association.
5. **President** shall mean the President of Cayuga County Community College.
6. **Faculty Member** (instructional staff and non-instructional staff) shall consist of all full-time professional staff employees who hold academic rank. Excluded are all administrators and administrative staff, including the following: the President, all members of the executive staff, all deans, all members of the Administrative Professional Group, the Director of Human Resources, the Assistant to the President, the Human Resources Associate, and the Human Resources Assistant.
7. **Academic Year** shall mean five working days prior to fall registration through five working days after the last exam day of spring semester and graduation day.
8. **Administration** shall mean those persons responsible for the management of the College. This includes the President, all members of the executive staff, all deans, all members of the administrative/professional group, the Director of Human Resources, the Assistant to the President, the Human Resources Associate, and the Human Resources Assistant.
9. **Seniority** –
 - A. Shall be determined in the following order:
 1. faculty rank;
 2. date of beginning full-time employment in rank;
 3. date of beginning full-time College employment.
 - B. For purposes of assigning courses for overloads and summer sessions only, faculty with equal seniority will receive courses based on an order

established by a blind and random drawing of their names from a box, this drawing to be conducted by the division chairs and overseen by the President of the Faculty Association and the Provost/Vice President for Academic Affairs. Once the seniority order of initial assignments is established by this drawing, subsequent assignments to overload and summer sessions will be made in keeping with the provisions of this contract.

10. **Competence** – Those courses or activities which each division determines the faculty member is qualified to teach or engage in, subject to the approval of the appropriate vice president.
11. **Negotiating Unit** – The negotiating unit shall consist of faculty members (instructional and non-instructional) who are full-time professional staff employees holding academic rank and shall exclude administrators excepting those serving as division chairs as provided under Section 13 below.
12. The words “**shall**” and “**will**” are mandatory and the word “**may**” is permissive.
13. **Division Chair** – a teaching faculty member temporarily assigned to administrative duties as defined under Article X, Section 6.3.
14. **Gender** – any reference to gender shall be construed to include all genders.
15. **Appointments** –
 - A. Fall Appointment – refers to one made between April 1 and October 31.
 - B. Spring Appointment – refers to one made between November 1 and March 31.

Article II – Recognition

The Cayuga County Community College Board of Trustees, having determined that the Cayuga County Community College Faculty Association is supported by a majority of the faculty in a unit as defined in Article I, Section 11 above, hereby recognizes the Cayuga County Community College Faculty Association as the exclusive negotiating agent for all faculty members. This period of unchallenged representation shall extend to the maximum period allowed by law.

Article III – Dues Deduction

1. The treasurer of the Association will provide each faculty member with a form whereby the faculty member may voluntarily indicate his/her desire to have Association dues deducted from his/her salary. Faculty authorization for dues deduction shall be in the form set forth in Appendix A.
2. The Association shall then certify to the Business Office in writing the current rate of its membership dues. Any future change in such rate shall be certified to the administrative vice president thirty (30) days prior to the effective date of such change.
3. The Board agrees to deduct such dues from the salaries of faculty members within the unit covered by this agreement and to transmit these moneys to the Association treasurer.
4. Authorization for dues deduction may be withdrawn by an individual upon written request to the Business Office of the College. In the event of such withdrawal, the administrative vice president shall notify the President of the Association.
5. The College and the Association will acknowledge their obligations set forth in the United States Supreme Court Janus decision and agree to comply with those obligations, in accordance with the laws of the State of New York.

Article IV – Association, Member, and Managerial Rights

Section One – Rights of Consultation and Information

The President or his/her designee and the President of the Association or his/her designee agree to meet at mutually convenient times for the purpose of discussing matters related to the administration of this agreement. Where either party requests such a meeting to discuss a particular section or clause of this agreement and/or its application, prior notice of at least three working days must be given of such intent so as to allow reasonable time for consideration by the other party.

Section Two – Association Meetings

The President and the Association President shall agree on and set aside one hour per month exclusively for Association meetings. Only under most unusual circumstances, and then only after consultation with the Association President, shall other activities requiring faculty attendance be scheduled during Association meeting times.

Section Three – Managerial Rights

The Board of Trustees of Cayuga County Community College hereby retain and reserve unto themselves all rights, powers, authority, duties, and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York and of the United States. The Association shall designate a faculty representative to attend the monthly Board of Trustees meetings.

Section Four – Issues and Resolution Committee

The President of the Faculty Association and the President of the College agree to the establishment of an Issues and Resolution Committee. The purpose of the Issues and Resolution Committee is to provide a forum for the discussion of matters which affect or have the potential to affect the faculty of the College and for the possible amicable resolution of those issues. The College and the Association agree that its respective designees, not to exceed three (3) individuals per team, will meet to discuss issues of concern. This provision shall not, in any way, require the parties to discuss issues pertaining to salaries or benefits, or require any concession or change.

The President of the Faculty Association and the President of the College will meet no later than September 15 of each academic year and will schedule four meetings of the Issues and Resolutions Committee for that academic year.

As the College prepares the budget for the upcoming year, information known and available at the time will be shared with the committee for discussion purposes. In addition, the committee may present a budget report to the President of the College prior to approval by the Board of Trustees.

Article V – Negotiation Procedures

1. No later than March 1 of the final year of life of this agreement, the parties will enter into good faith negotiations over areas of the agreement which either party desires to see altered.
2. If a new agreement is not reached by April 15, either party may request a five (5) day lapse in negotiations followed by meetings between the parties with either party having the right to request the use of mediation on or after the first Friday in May.
3. In case of an impasse, the parties will seek to agree on a mutually acceptable private mediator or to use the services of the New York State Public Employment Relations Board. In case of mediation by a private person, the costs of such mediation shall be borne equally by each party.

Article VI – Grievance Procedures

Section One – Declaration of Purpose

Because the establishment and maintenance of a harmonious and cooperative relationship between the President and the faculty is essential to the operation of Cayuga County Community College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of both parties through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

Section Two – Definitions

- 2.1 **Grievance** shall mean a claim by any faculty member or group of faculty or the Association of any violation, misinterpretation, or inequitable application of any of the provisions of this agreement.
- 2.2 **Grievance Committee** shall mean a committee of five members created by and constituted of members of the Cayuga County Community College Faculty Association.
- 2.3 **Supervisor** shall mean any division chair, immediate supervisor, or other administrative or supervisory officer, except for the President, responsible for the area in which an alleged grievance arises.
- 2.4 **Aggrieved Party** shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.
- 2.5 **Party of Interest** shall mean the Grievance Committee of the Association and any party named in a grievance, other than the aggrieved party.
- 2.6 **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage of a grievance.
- 2.7 **Working Days** shall mean Monday through Friday, excluding legal holidays and vacation periods during the academic year, and shall not include the day on which a grievance is presented or appealed or returned.

Section Three – Procedures for Faculty Grievances

- 3.1 Since it is important in maintaining good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by written mutual consent.

- 3.2 Grievances must be initiated at the first available stage within thirty (30) working days after the faculty member has knowledge of the act or condition on which the grievance is based, or the right to grieve the issue is forfeited.
- 3.3 If a decision at one stage is not appealed to the next stage within the time limit specified, and no extension has been agreed to by the parties thereof, then the grievance shall be deemed to be terminated.
- 3.4 If a grievance affects a group of faculty members and is associated with system-wide policies, it may be submitted by the Association directly at stage three.
- 3.5 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All parties of interest shall be given a reasonable opportunity to attend such meetings. Any faculty member who is a party of interest and must absent himself/herself from the classroom or other duties shall do so without loss of compensation.
- 3.6 At each stage after stage two, an aggrieved party and any party of interest shall have the right to confront and cross examine all witnesses, to testify and to call witnesses, and to receive a copy of any minutes, testimony, or evidence. Tapes are acceptable and will be provided by the College.
- 3.7 Grievance forms approved by the Association and provided by the College will be distributed to each faculty member on request. (Appendix B)
- 3.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from personnel files under the supervision of the President.
- 3.9 Failure, after stage one of the grievance procedure, to communicate a decision to the aggrieved party, his/her representative, and the Grievance Committee within the specified time limit shall permit the lodging of an appeal at the next stage.
- 3.10 The Association shall be entitled to at least five working days advance notice of all hearings on grievances beginning with stage three in which the aggrieved party is not represented by the Association and will be a party of interest therein.
- 3.11 Representation
 - A. Every faculty member has the right to bring a grievance and to select a representative of his/her choice except that no representative from any competing labor organization may represent a faculty member. However, stage four of this grievance procedure shall be available only to the Association and those aggrieved parties represented by it.

- B. Any grievances in which the Faculty Association is not representing the aggrieved party shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
 - C. At any time when the aggrieved party is not represented by the Association, the Association may, in its sole discretion, appeal the decision in any such grievance to the next higher stage of the grievance procedure.
- 3.12 Any and all notices which this grievance procedure requires to be given to the President or supervisors may be delivered to the President or, in his absence, to the person acting for the President.
- 3.13 In the event that a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced one-half so that the grievance procedure may be exhausted prior to the end of the college term or as soon thereafter as possible.
- 3.14 The denial of continuing appointment, a promotion in academic rank, or the nonrenewal of term appointment shall not be subject to the grievance procedure excepting claimed violation of, or failure to conform to the procedural requirements for promotion or nonrenewal contained herein.

Section Four – Stages of the Grievance Procedure for Faculty

4.1 Stage One: Informal – non-written

- A. A faculty member having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally.
- B. Any settlement, withdrawal, or other disposition of a grievance through the informal procedure shall not constitute any precedent in the disposition of similar grievances, unless agreed to by both parties.

4.2 Stage Two: Supervisor – written

If the grievance is not resolved informally within five (5) working days, it shall be reduced to writing and presented to his/her immediate supervisor. Within five (5) working days after the written grievance is presented to him/her, he/she shall render in writing a decision and present it to the faculty member, his/her representative, and the Grievance Committee.

4.3 Stage Three: President

If any aggrieved party is not satisfied with the written decision at the conclusion of stage two and wishes to proceed further under this procedure, the faculty member or his/her representative shall, within five (5) working days, file a written appeal of the decision at stage two with the President. Copies of the written decision at stage two shall be submitted with the appeal.

- A. Within two (2) working days after receipt of the appeal, the President may schedule a hearing at his/her discretion. If the President or his/her duly authorized hearing officer wish to conduct a hearing, a hearing date shall be set for the hearing, and the faculty member, the grievance committee, and all other parties of interest shall be notified of said hearing date. The hearing shall commence within five (5) working days of the date of receipt of an appeal received by the President. If a hearing is not scheduled, then the President shall notify, in writing, the faculty member, the grievance committee and all other parties of his/her decision within five (5) working days of the receipt of the appeal.
- B. The President or hearing officer shall render a decision in writing to the aggrieved, the Grievance Committee, and the aggrieved's immediate supervisor within ten (10) working days after the conclusion of the hearing.

4.4 Stage Four: Binding Arbitration

- A. If an aggrieved party represented by the Association is not satisfied with the decision at stage three, and the Grievance Committee determines that a legitimate contractual grievance is involved, the Grievance Committee may submit the grievance to arbitration by written notice to the President within seven (7) working days of the decision at stage three.
- B. Within ten (10) working days after such written notice of submission to arbitration, if deemed necessary, the Association shall submit its demand for arbitration to the American Arbitration Association (AAA).
- C. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issue. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this agreement or any provisions incorporated by reference herein. The arbitrator's fees and other expenses, which may include preparation of a transcript, shall be shared equally by the parties. Expenses of witnesses, if any, shall be borne by the party calling the witness.

Article VII – Termination of Service

Section One – Retrenchment

- 1.1 The service of any member of the faculty may be terminated in the event of program retrenchment or financial exigency. In the event termination is anticipated, the President shall notify the President of the Faculty Association before written notification is given the affected faculty member. The President of the Faculty Association and the affected individual shall meet and discuss with the President (in separate or joint meetings, at the discretion of the faculty member) the need for the retrenchment.
- 1.2 Retrenchment of faculty on continuing appointment or of faculty on term appointment being terminated during an academic year will be subject to the grievance procedure commencing at stage three unless stage four is mutually agreed upon. Other than a claim alleging failure to follow procedural requirements, faculty whose employment is being terminated in accordance with Article XIV, Section 2.1 shall be excepted from this provision.
- 1.3 In determining which faculty shall be retained, retrenchment shall be based upon seniority as a faculty member as defined in accordance with Article I, Sections 9 and 10. Should the program or position be reactivated within a two-year period, the person or persons whose services have been terminated must be reinstated if they so desire.
- 1.4 The service of any member of the faculty may be terminated for light loading as provided in Article XIV, Section 2 of this Contract.

Section Two – Discipline

- 2.1 The College recognizes and subscribes to the concept of progressive discipline including:
 - A. verbal notifications,
 - B. written notifications,
 - C. suspension, with or without pay,
 - D. termination.
- 2.2 Whenever charges against a faculty member covered by this section are of a serious nature, as determined by the President, the charges shall be in writing, signed by the President, and presented to the faculty member.

- 2.3 There shall be no specific time limit on a suspension with pay; however, such suspension shall not be for an unreasonable period. A suspension without pay shall not exceed 30 calendar days.

Section Three – Termination

- 3.1 Members of the faculty holding continuing appointment shall hold their respective positions during good behavior and competent service and shall not be removed except for cause as specified below.
- 3.2 During the first year they hold a term appointment at the College, faculty members' service may be terminated with 30 calendar days' notice. In subsequent years, faculty on term appointment will continue to hold their full-time appointments year to year during good behavior and competent service and will not be removed for the duration of a particular academic year except for cause as specified below.
- 3.3 Term appointments are nonrenewable as specified in Article X, Section 5.2.
- 3.4 Temporary appointments are nonrenewable as specified in Article X, Section 5.3.
- 3.5 A faculty member can be dismissed if any of the following grounds can be substantiated: frequent or gross insubordination, incompetency, gross or continual neglect of duty, criminal behavior, or misconduct. In such event, the faculty member will receive written notice from the President, with approval of the Board of Trustees. Except in cases of felonious behavior, faculty on continuing appointments must be given such notice prior to the beginning of the final semester of employment. (Tenured faculty whose employment will be terminated as of the end of the spring semester must be given notice by January 15. Tenured faculty whose employment will be terminated at the conclusion of the fall semester must be notified by August 20).
- 3.6 The Trustees, upon recommendation of the President and upon written medical advice (including medical reports from the employee's doctor(s), if so requested by the employee), may place a faculty member on an unpaid leave status at any time during the school year for mental or physical incapacity which prevents such person from adequately performing his/her duties. The faculty member may, at his/her option, use accumulated sick leave. If the College believes an employee is physically or mentally incapable of working effectively, it may require said employee to be examined by a College-chosen doctor(s). Said leave may continue for up to twelve (12) months following such action, at which time the Board of Trustees, upon recommendation of the President and upon

appropriate written medical advice, may either terminate or extend said unpaid leave status.

The action of the Board of Trustees in placing a faculty member, alleged to be incompetent or unable to perform his/her duties by reason of physical or mental incapacity, on unpaid sick leave shall be grievable under this article and Article VI herein.

- 3.7 Any faculty member alleging that his/her dismissal involves any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules or regulations having the force of law, this contract, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices, or customs of the Board and/or President and/or administration or violates any other constitutional or legal right or academic freedom shall have the right to appeal such dismissal pursuant to the grievance procedure commencing at stage three.
- 3.8 Any faculty member alleging that his/her suspension involves any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules, regulations having the force of law, or this contract, or violates any other constitutional or legal right shall have the right to appeal such suspension pursuant to the grievance procedure commencing at stage three.
- 3.9 In the processing of grievances for suspension or dismissal of a faculty member on continuing appointment, the burden of proof shall be upon the College to show cause for its action, based upon proper and credible evidence.

Article VIII – Saving Clause

Section One – Saving Clause

This agreement may be altered, changed, added to, deleted from, or modified only through written consent of both parties; except that if any provision or application of a provision of this agreement shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. In this event, all other provisions or applications of the agreement will continue in full force and effect.

Section Two – Legislative Action

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 shall not become effective until the appropriate legislative body has given approval.

Article IX – Employment Policies

Section One – Nondiscrimination/Equal Employment Opportunity

1.1 Nondiscrimination

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, sexual orientation, creed, and national origin.

1.2 Equal Employment Opportunity

The Board and the Association jointly agree to the Equal Employment Opportunity Policy of the Board of Trustees of the State University of New York, adopted June 30, 1971.

The College shall provide equal employment opportunities for all qualified persons without regard to race, color, creed, national origin, sex, age, handicap, or sexual orientation and shall prohibit discrimination in employment for all job classifications covered by this agreement.

The Association agrees to cooperate fully in the development and implementation of an Affirmative Action Program designed to promote the full realization of equal opportunity in employment for all.

Section Two – Academic Freedom

2.1 The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research contracted with an outside organization should be based upon the written consent and agreement of the President or the academic vice president.

2.2 It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. In his/her role as citizen, the faculty member has the same freedoms as other citizens. However, in his/her extramural utterances, he/she has an obligation to indicate that he/she is not an institutional spokesperson.

Section Three – Auburn/Fulton Faculty Assignments

- 3.1 Upon receiving continuing appointment, faculty hired after September 1, 2000, shall receive a home location designation at the location for which they were originally hired. All faculty hired prior to September 1, 2000, shall have Auburn designated as their home location. Faculty members who have received continuing appointment shall have the right to a full day teaching load at their designated home location subject to seniority, competency, and the availability of classes.

All faculty shall retain college-wide and divisional seniority for the purpose of accepting overload assignments.

3.2 Location Transfers

In the event the College posts a full-time faculty vacancy or a newly created full-time faculty position at a specific location, faculty who have received continuing appointment have the right to transfer and fill the vacancy or newly created position subject to competency and/or qualifications and seniority.

If a faculty member transfers from one location to another, he/she will retain college-wide and divisional seniority for all purposes, including, but not limited to, overload appointments, sabbatical leaves, and committee memberships.

Section Four – Overload Teaching Assignments

- 4.1 Increases in evening class size will be governed by the same regulations that apply to day courses in Article XIV, Section 8. The maximum class size for evening classes shall normally be 28 students.
- 4.2 Eligibility for overload teaching assignments during the academic year:
- A. Each division shall prepare a seniority list of its full-time members based on the definition in Article I, Section 9. This list will be given to the Provost/Vice President for Academic Affairs at least two (2) weeks before the first day of class each semester. This list shall be subject to the approval of the vice president or his/her designee.
 - B. Seniority is defined in Article I.9 of this contract. For purposes of assigning courses for overloads and summer sessions only, faculty with equal seniority will receive courses based on an order established by a blind and random drawing of their names from a box, this drawing to be conducted by the division chairs and overseen by the President of the Faculty Association and the Provost/Vice President for Academic Affairs.

Once the seniority order of initial assignments is established by this drawing, subsequent assignments to overload and summer sessions will be made in keeping with the provisions of this contract.

- C. Faculty members who do not receive an appointment in one semester shall be advanced on the seniority list for the next semester, preceding those who received appointments the previous semester and those who refused appointments the previous semester. This list shall be subject to continuous rotation except faculty members who refuse an overload assignment in one semester shall not advance on the seniority list for the next semester but will remain at their former divisional seniority. Intersession courses shall be considered part of the spring semester for seniority purposes with the exception of International Education courses.
- D. Faculty members must be currently teaching in a division in order to be placed on the seniority list for an overload assignment in that division. However, if everyone in the division has been offered a course and sections are unassigned, faculty members from other divisions will have the option to fill such vacancies according to interdivisional competence (Article XIV, Section 3.3) and seniority before going outside the bargaining unit.
- E. Overload teaching assignments of credit courses may be made wherever available courses occur. Such assignments would be available on the basis of seniority and competence as defined in Article I, Section 10.
- F. During the fall and spring semesters, faculty may teach a maximum ten of ten (10) overload credit hours per semester.

4.3 Eligibility for teaching appointments in summer sessions:

- A. Each division shall prepare a seniority list of its full-time members according to the definition in Article I, Sections 9 and 10. This list will be given to the Provost/Vice President for Academic Affairs at least two (2) weeks before the first day of classes for the term in question.
- B. Summer session appointments will be made on the basis of seniority and area of competence.
- C. Faculty members must be currently teaching in a division in order to be placed on the seniority list for summer assignments in that division. However, if everyone in the division has been offered a course and sections are unassigned, faculty members from other divisions will have

the option to fill such vacancies according to competence and interdivisional seniority before going outside the bargaining unit (Article XIV, Section 3.3).

- D. All faculty members who are not offered a section in one summer shall be advanced on the seniority list for the following summer(s) preceding those who received appointments and those who refused appointments the previous summer. This list shall be subject to continuous rotation except faculty members who refuse an appointment to a summer session shall not be advanced on the seniority list for the following summer but will remain at their former divisional seniority. In the case of dual appointment where a faculty member appears on more than one seniority list, teaching a course or refusing a course in one division results in going to the bottom of the list in both divisions. First and second summer sessions, both day and evening, shall be considered as one for rotation purposes.
- E. If a new full-time faculty member joins a division, he/she will be placed at the bottom of the seniority list for the first summer he/she is on the faculty regardless of the seniority of that summer.

- 4.4 Every other year, any faculty member may offer a credit course in the evening, summer or intersession, or as an International Education course, which the College will guarantee to run. Such credit course must be either a newly written course or one which has been infrequently taught in the past due to insufficient enrollment. If the enrollment falls below ten (10) students, calculated at the end of late registration, the faculty member will agree to be paid on a prorated basis. If five (5) or more students enroll in the course, the instructor must teach the course. Such a course may not be used to avoid light loading if enrollment is less than ten.

The developer of such a newly written course shall have first and continuing rights to teach the course regardless of seniority. In the case of an infrequently taught course, an instructor must commit to teach the course at the time it is submitted to be offered. The election to teach such a course shall constitute a faculty member's overload assignment or in the case of summer school, his/her first summer course.

- 4.5 The following salary base shall be in effect for overload courses which have both lab and lecture hours and in which contact hours exceed the credit hours. For regular overload salaries, see Article XV, Section 4.

- A. Compute the laboratory hours as follows:
 $\frac{3}{4}$ of the laboratory hours = equivalent hours

B. Total equivalent credits times appropriate rate = salary
The following table is for illustrative purposes only.

1 Credit Hours	2 Lecture Hours	3 Lab Hours	4 Equivalent Hours	2 + 4 Equivalent Cr. Totals
4	3	2	1.50	4.50
4	3	3	2.25	5.25
4	2	4	3.00	5.00
3	2	3	2.25	4.25
4	3	3	2.25	5.25
3	2	2	1.50	3.50

- 4.6 The overload stipend rate per credit hour will be increased 7% for those credit courses meeting one night per week in which the weekly contact hours exceed the course credit hours.
- 4.7 Non-teaching overload assignments for counselors will be compensated at 75% of the three-hour course rate for their specified rank unless the assignment is made part of their regular load.
- 4.8 Noncredit Courses

The College sponsors noncredit courses which include self-sustaining non-credits, state-aided non-credits, and contract courses. The initial offering of a noncredit course shall be submitted to the Dean of Community Education and Workforce Development for approval. Self-sustaining courses are those that receive no state aid. State-aided courses are those eligible for state operating aid. Contract courses are those courses developed by the College for a specific business, industry, or profession.

A. Faculty assignments

1. The person who develops a self-sustaining or state-aided non-credit course will have the right of first refusal to teach the course. If refused, the assignment will be made by the Dean of Community Education and Workforce Development.

2. Qualified full-time faculty have first refusal before the course can be offered to another person, except if another person develops a course as stated in (1) above. Instructors of noncredit courses in all situations must be acceptable to the Provost/Vice President for Academic Affairs and to the administrator in charge of the training program or course.
3. A faculty member who is teaching a full load and an overload course may also teach a noncredit course provided he/she receives approval from his/her division chair and from the Provost/Vice President for Academic Affairs.
4. Course instructors of contract courses or contract seminars will be expected to develop such a course to meet the needs and time frame of a specific business/industry/profession.

B. Payment

1. Self-sustaining courses: the College agrees to pay the instructor a stipend equal to the revenue generated by student tuition less the cost of instructional materials and less a 30% administrative expense. The exact number of students will be determined by number of students in the course at the conclusion of the refund period.
2. State-aided courses:
 - a. A state-aided noncredit course which carries no number will be paid at the overload rate. Payment will be prorated based on contact hours of the course.
 - b. A noncredit state-aided course beginning with a "zero" will be treated as a credit bearing course for purposes of load and salary for a faculty member.
3. Contract Courses: A contract course is a course, seminar, or workshop sponsored and developed by the College for a specific business, industry, or government department.
 - a. Course instructors will develop training programs to meet the needs and time frame of a specific business/industry in conjunction with the Dean of Community Education and Workforce Development.

- b. Instructors will be paid \$78/hr. for classes up to fifteen (15) participants and \$101/hr. for classes of sixteen (16) or more participants, up to a cap of thirty-two (32).
- c. Instructors may be compensated at the rate of \$53/hr. for up to ten (10) hours for meetings with a company for establishing a given program.

This compensation is not remuneration for course preparation and is at the discretion of the Dean of Community Education and Workforce Development.

- d. When courses are funded by governmental grants, the instructor will receive compensation specified in the grant proposal.
- e. Instructors of contract courses in all situations must be acceptable to the Provost/Vice President for Academic Affairs, the division chair, the Dean of Community Education and Workforce Development, and the company involved.

4.9 Off-Campus Courses

A. International Education Courses

- 1. Faculty members who develop an International Education course approved by the Provost/Vice President for Academic Affairs, and through the normal course approval channels, shall have the right of first refusal to teach the course. If refused, the assignment will be made in accordance with seniority and competence. In this case, the assignment must be acceptable to the Provost/Vice President for Academic Affairs.
- 2. Teaching an International Education course will have no effect on eligibility for overload assignments as defined in Sections 5.2 and 5.3 of this Article.
- 3. Individuals teaching International Education courses will be reimbursed at the overload rate.
- 4. At the discretion of the Provost/Vice President for Academic Affairs, and with the agreement of the instructor and the President of the Faculty Association, an International Education course that

otherwise would be cancelled for insufficient enrollment may be run, in which case the instructor's compensation will be pro-rated at 1/10th the overload rate per enrolled student.

- B. Locations other than the Auburn Campus and the Fulton Campus
 - 1. College instructors will be selected by the appropriate College official and division chair, the College official and chair each having veto power.
 - 2. The salary paid shall be the overload stipend unless the assignment is part of the faculty member's regular load. Any faculty selected may teach off campus as part of his/her regular teaching assignment.
- C. High Schools
 - 1. High school teachers will be selected by high school personnel subject to the approval of the Coordinator of the Advantage Program and appropriate division chair.
 - 2. Course offerings at high schools will be determined by the Coordinator of the Advantage Program on recommendation from the divisions and the high schools.
 - 3. The College will request that college credit courses offered through the Cayuga-Onondaga BOCES New Visions program be available to a faculty member as part of his/her full teaching load when the faculty member:
 - (a) is faced with light-loading or retrenchment for light loading as defined in Article XIV, Section 2 and Section 3;
 - (b) holds the proper New York State certification for teaching in the appropriate subject area on the secondary school level;
 - (c) holds competency to teach the course(s) consistent with the provisions of Article XIV, Section 6;
 - (d) meets all State and BOCES requirements for teaching on the secondary school level; and
 - (e) is approved as a course instructor by the BOCES Principal.

It is understood by both parties that this provision cannot and does not have binding impact upon the BOCES, its administrators, or its affiliated organizations, including but not limited to its employee unions.

In the event that the faculty member meets all the stipulations in C.3.a-d above, agrees to accept appointment as the course instructor, but is not appointed as the course instructor by the BOCES for the course which is allowed to run, he/she will be assigned appropriate non-teaching duties for the equivalent credit hours of the BOCES course during the semester in which the course is offered and in which the faculty member would otherwise be light loaded. This non-teaching assignment shall count toward fulfilling the faculty member's full load and shall not constitute a situation of light loading for the faculty member.

4.10 Mileage for off Campus Courses

Effective September 1, 2001, faculty on continuing appointment will receive mileage at the IRS rate when they drive their personal vehicles to perform job duties at a site away from their home campus.

4.11 Course Offerings

Each division shall consult with and recommend to the appropriate College official the courses and number of sections to be offered for registration, but the College may offer courses as it deems necessary. The division chair shall confer with the appropriate College officials regarding enrollments and course offerings, but the final determination of the running of a course will be made by the Provost/Vice President for Academic Affairs.

Section Five – Distance Learning Offerings

5.1 Distance Learning (DL) courses, which include but are not limited to online, Interactive Video System (IVS), and hybrid courses, shall be managed in the same manner as other course offerings with the provisions specified in this section of this article of the contract.

5.2 Training for Distance Courses

A. Initial Training

Any faculty member who wishes to teach a DL course for the first time must receive appropriate training. Once faculty members are trained, they

may teach any course for which they hold competency and which has been approved by their division as a DL course.

Normally, training occurs no later than the semester before the faculty member intends to teach the course.

Faculty will receive travel reimbursement to attend this training at the IRS approved rate if no College vehicle is available and travel is required. The training may be counted as equivalent graduate credit at the discretion of the Provost/Vice President for Academic Affairs consistent with Article XIII. Sec. 2.1A.

B. Training beyond the Initial Offerings

If there are significant upgrades by the online courseware management provider or in the IVS system, faculty teaching online, hybrid or IVS courses may need to take a refresher course. Compensation for taking the refresher course will be determined by the extent of additional work required by the faculty member. Travel reimbursements will be the same as in Sec. 6.2A.

C. Training for Non-credit Offerings

The Media Instructional Designer (MID) or other designee of the Provost/Vice President for Academic Affairs will develop and/or approve training for the teaching of non-credit DL courses as needed. This training will be required of those wishing to teach a DL non-credit course. Once faculty members are trained, they may teach any course for which they hold competency and which has been approved as a DL course.

5.3 Assignment to DL Courses

A. Assignments to DL courses will be governed by the following:

1. Assignments to teach DL courses shall be governed by the competency provisions in Article XV.6.
2. Assignments to teach DL courses shall be subject to the approval of the Provost/Vice President for Academic Affairs.
3. Assignments to teach a DL course will be subject to restrictions imposed upon the College by the online courseware management provider or the IVS technology.

4. DL course assignments shall be made by the division chair in the same time frame as classroom courses. However, changes may be made to accommodate seniority and load issues. Normally, course assignment changes must be made at least 30 days prior to the beginning of the course. Exceptions may be made at the discretion of the division chair, taking into consideration conditions that include, but are not limited to, training, experience, and course templates.
5. In order to teach DL courses, faculty members must follow the following procedure:
 - Apply to the division chair for training;
 - Receive approval for the training from the division chair;
 - Receive approval for using a specific course for training from the division chair;
 - Complete the training with the understanding that the faculty member may be assigned to teach any course for which he or she holds competency, providing that the division has agreed the course is appropriate for the DL environment.
6. Faculty shall have the right to refuse assignments to teach DL courses.

5.4 Development Stipend for DL Courses

A. Online Courses

Faculty members who agree to teach an online course will receive a one-time only stipend for initial training. No other stipends for training, course development and delivery of online courses will be awarded. The stipends will be paid according to the schedule presented in this section, during the semester training occurs. The amounts differ according to the number of credits in the course. No stipend will be paid for the development of a non-credit course.

B. IVS Courses

Faculty members who agree to teach a credit IVS course will receive a one-time only stipend for initial training. No other stipends for training, course development and delivery of IVS courses will be awarded. The stipends will be paid according to the schedule presented in this section,

during the semester training occurs. No stipend will be paid for the development of a non-credit course.

C. Hybrid Courses

Faculty members who agree to teach a three credit hybrid course will receive a one-time only stipend for initial training. No other stipends for training, course development and delivery of hybrid courses will be awarded. The stipends will be paid according to the schedule presented in this section, during the semester training occurs. The amounts differ according to the number of credits in the course. No stipend will be paid for the development of a non-credit course. After Aug 31, 2010, at the request of either party, the issue of hybrid course stipends will be discussed by the Issues and Resolutions Committee for the purpose of a possible adjustment of the stipend.

5.5 Intellectual Property Rights

The policy governing intellectual property rights for courses at the College is essentially the same for all courses, regardless of the medium: the contents and materials developed by the instructor (lectures, illustrations, notes, tests, etc.) remain the property of the instructor, and the course identity, its description and broader objectives, are the property of the College.

5.6 Observations and Recording

A. Online and Hybrid Courses

Online and hybrid courses shall not be observed without the knowledge and permission of the instructor. Although administrators may have passwords to allow access to a course, they shall not enter the domain of that course without the knowledge and permission of the instructor, except to confirm student enrollment or participation for administrative reasons.

B. IVS Courses

IVS classes shall not be recorded without the knowledge and permission of the instructor, nor shall any recordings of IVS classes be transmitted over the IVS without the permission of the instructor.

5.7 DL Issues

- A. It is understood by both parties that if DL issues such as class size, student discipline, office hours, other faculty rights and responsibilities, faculty

compensation, student services, testing, or new technologies emerge, they will be examined by the two parties for possible discussion by the Issues and Resolution Committee or by representatives appointed by the two parties and authorized by that committee for consideration of address in the faculty Contract.

- B. Both parties affirm an ongoing commitment to the development of a comprehensive approach to faculty orientation and training that includes distance learning and other emerging technologies.

	DISTANCE LEARNING STIPENDS – 2023 – 2027				
IVS Stipend	\$ 912.23				
Online – Total Stipend Less than 3 CR	\$1,824.47				
Online – Total Stipend 3 CR	\$3,040.77				
Online – Total Stipend – More than 3 CR	\$3,648.92				
Hybrid – Total Stipend Less than 3 CR	\$1,824.47				
Hybrid – Total Stipend 3 CR	\$3,040.77				
Hybrid – Total Stipend – More than 3 CR	\$3,648.92				

C. .

Section Six – Cayuga 100/101

6.1 Cayuga 100/101 courses shall be managed in the same manner as other course offerings with the provisions specified in this section of this article of the contract.

6.2 Training for Cayuga 100/101 Courses

A. Initial Training

Any faculty member who wishes to teach a Cayuga 100/101 course for the first time must receive appropriate training. Normally training occurs no later than the semester before the faculty member intends to teach the course. Faculty will receive travel reimbursement to attend this training at the IRS approved rate if no College vehicle is available and travel is required. The training may be counted as equivalent graduate credit at the discretion of the Provost/Vice President for Academic Affairs consistent with Article XIII. Sec. 2.1 A.

B. Training Beyond the Initial Offering

If there are significant upgrades to course materials beyond the initial training, faculty teaching Cayuga 100/101 may be required to participate in a refresher training course. Compensation for the refresher course will be determined by the extent of additional work required by the faculty member. Travel reimbursements will be the same as in Sec. 8.2A.

6.3 Assignment to Cayuga 100/101 Courses

A. Assignment to Cayuga 100/101 Courses will be governed by the following:

1. Assignments to teach Cayuga 100/101 courses shall be subject to the approval of the Provost/Vice President for Academic Affairs.
2. A separate competency/seniority list shall be maintained for the Cayuga 100/101 courses. Both teaching and non-teaching faculty members may apply for competency in Cayuga 100/101. Assignments to teach Cayuga 100/101 in all semesters will be based on seniority and competency (competency is defined in number 4 below). Seniority will be based upon Article I, Section 9 and by date of completion of training. Upon completion of training, faculty will be placed at the bottom of the competency/seniority list. All faculty, not offered a section in the fall semester, because all sections have been assigned, shall be advanced on the competency/seniority list for the spring semester, preceding those full-time faculty who received appointments and those who refused sections. This list shall be subject to continuous rotation except full-time faculty who refuse an appointment to one semester shall not be advanced for the following semester. If a teaching faculty member is in jeopardy of being light-loaded, they will be advanced to the top of the seniority list.
3. Course assignments shall be made by the division chairs in divisions in which developmental courses are maintained, those being the Division Chair for Natural & Health Sciences, Mathematics and Technology and the Division Chair for English and Humanities.
4. In order to be considered competent to teach Cayuga 100/101 courses, faculty members must proceed as follows:

- Apply to the appropriate Division Chair for training.
 - Receive approval for the training from the Division Chair.
 - Complete the training.
- 5. Faculty shall have the right to refuse assignments to teach Cayuga 100/101 courses.
- 6. Cayuga 100/101 courses may be assigned as a double overload course, just as Sunday and Distance Learning courses are currently assigned.

6.4 Instructional Stipend and Increment

A. Cayuga 100/101

1. Faculty members who agree to teach a Cayuga 100/101 course will receive a one-time only stipend for initial training. No other stipends will be awarded. The stipend will be paid in the amount of \$886.36 with annual increases reflective of the percent raise for Distance Learning Stipends as outlined in Article IX.

Section Seven – Transfers

7.1 Transfers

- A. If a faculty member transfers from one division to another, he/she will retain his/her college-wide seniority for purposes of continuing appointments, sabbatical leaves, and committee memberships. He/she will, however, establish seniority in the new division based upon his/her date of beginning employment in that division. He/she will begin at the bottom of division's seniority list for all divisional purposes.
- B. If a faculty member returns to his/her original division after transferring to another division, he/she will retain his/her college rank for purposes of college-wide seniority, but he/she must return at the rank he/she held prior to transferring from the original division for purposes of divisional seniority.

7.2 Dual Appointments

- A. Dual appointments will be made in those cases where faculty members are judged competent to teach in two different divisions. If dual appointment is not exercised in either division within three (3) years, it will be subject to re-evaluation. In the event the dual appointment is withdrawn, the

faculty member will automatically receive interdivisional competence in the affected division.

- B. A faculty member requesting a dual appointment will submit credentials to the appropriate division chair. The division chair will meet with the applicant to discuss his/her qualifications. All members of the division will consult with the chair on the application. The chair will submit a written recommendation, with reasons for his/her decision, to the academic vice president who, after consultation with the division chair, will determine if the dual appointment is to be made. Reasons for his/her decision will be sent to the applicant and the division chair. If denied, recommendations needed to achieve future approval shall be given to the applicant.
 - C. Seniority in the second division will be based on the date of beginning employment in that division. Upon receiving a dual appointment, the faculty member will begin at the bottom of the second division's seniority list for all divisional purposes.
 - D. Original divisional seniority and college-wide seniority will not be affected by dual appointment.
 - E. For continuing appointment and promotion, student evaluations and peer observations will be made by both divisions.
- 7.3 Administrative Transfers – If a faculty member transfers from a faculty position to an administrative position, he/she will retain the right to return to the faculty position for a period of three years at the rank and seniority level at which he/she left. Seniority shall not be accumulated during his/her administrative service nor will he/she hold faculty rank. Faculty who transferred prior to September 1, 2016 of this contract shall have the permanent right to return.
- 7.4 Director of Assessment
- A. If the Director of Assessment is selected from the faculty, he/she remains a member of the faculty and will retain his/her college-wide seniority for purposes of continuing appointment, sabbatical leaves, and committee memberships. He/she will, however, establish seniority in the new position based upon the date of beginning employment as Director of Assessment.
 - B. If the Director of Assessment is selected from the faculty, he/she will retain course competency and membership in his/her former division or

area with the right to return to his/her previous position at the rank and seniority level at which he/she left. Seniority in this division or area shall not be accumulated during his/her service as Director of Assessment. Thus, if the Director of Assessment returns to his/her original division, he/she will retain his/her college rank for the purposes of college-wide seniority, but he/she must return at the rank he/she held prior to transferring from the division for purposes of divisional seniority only.

Section Eight – Faculty Committees

8.1 The following committees are elected, in the numbers shown, by the faculty (day, full-time and part-time):

- A. Curriculum Committee
- B. Learning Commons Advisory Committee
- C. Academic Standing Committee

8.2 The Curriculum Committee has the responsibility to review, discuss, and recommend to the faculty concerning:

- A. addition or deletion of credit courses or curricula
- B. major changes in existing courses
- C. changes in degree or certificate requirements.

Faculty recommendations shall be submitted to the academic vice president.

8.3 The Curriculum Committee shall have twelve (12) voting members as follows:

- A. Four full-time faculty members from instructional divisions (excluding Student Engagement and the Learning Commons). These are elected by the faculty for two-year overlapping terms, two members being elected each year. The member-elect receiving the higher number of votes will serve as chair of the committee in the second year of his/her term. No elected member may serve two consecutive terms. One member from the instructional staff will be appointed by the President.
- B. One faculty member from Student Engagement appointed by the President for a one-year term. Appointed members of the committee may serve consecutive terms.

- C. One faculty member from the Learning Commons or the Academic Support Center appointed by the President for a one-year term.
- D. Two administrators holding responsibilities primarily relating to instructional programs, appointed by the President for one-year terms.
- E. Two students designated by the President of the Student Government Organization for one-year terms.
- F. One non-teaching faculty member, not affiliated with an instructional division, Student Engagement, the Learning Commons, or Academic Support Center, appointed by the President for a one-year term.

Meetings are held at least on a monthly basis; minutes are kept, distributed, and reported to the faculty.

- 8.4 Five full-time faculty members are elected to the Learning Commons Advisory Committee. Members are elected for two-year, overlapping terms. The President will appoint three ex-officio members. Minutes are kept of each meeting and reports made to the faculty. The committee elects its own chair.
- 8.5 Two full-time faculty members are elected to the five-member Academic Standing Committee for two-year terms on a rotating basis. The committee meets at the request of the administration to consider written applications for re-admission from students who have been dismissed from the College for failure to meet academic standards. The committee reviews each individual case and renders the appropriate decision.

Section Nine – Outside Employment

In order that each full-time faculty member of the College may be free to perform committee, class, advisory, and other responsibilities inherent in his/her professional position at this College, the following limitations on outside employment are effective during the contract year.

- 9.1 No faculty member is to accept regular part-time employment between 8 a.m. and 5 p.m. without approval of the administration.
- 9.2 Each faculty member should limit any part-time evening employment so that it does not impair his/her effectiveness in the full-time position which he/she holds at the College.
- 9.3 All regular part-time employment must be reported to the President's office.

Article X – Conditions of Appointments

Section One – Appointments

All members of the faculty are appointed by the Board on the recommendation of the President. The President shall determine and apprise each division or area of budgetary and planning considerations relevant to the screening and appointment of applicants. Whenever a vacancy for a position within the negotiating unit shall occur in any division or area, the division chair or director of the area shall select a search committee from the members of the division at the rank of assistant professor or above. When appropriate, other faculty members of these ranks may be added to the search committee. This search committee shall screen and interview candidates and make recommendations for appointment to the President through the office of the appropriate vice-president. Only after the committee has made its recommendation(s) may this vice-president or his/her designee interview and evaluate the candidate(s) interviewed by the search committee, discuss the recommendations of the committee with the committee chair, and communicate to the President his/her evaluation of the candidate(s). All candidates recommended for appointment by the search committee may be interviewed by the President or his/her designee; the President may interview other applicants interviewed by the search committee at his/her discretion. The President will bring the recommendation(s) of the committee to the Board or will request the committee to continue the search. If the President and the Board do not concur with a committee recommendation, the committee chair shall be apprised of the reason(s). The President and the Board of Trustees retain the right to fill a vacancy without the approval of the search committee if, in their judgment, they deem it to be in the best interest of the college. Should this occur, the division chair, area director, or Faculty Association President shall be informed of the justification of such action.

Section Two – Length of Appointments

All appointments shall begin five working days prior to the start of classes for either the fall or the spring semester (depending on whether it is a fall or spring appointment) and shall terminate five working days after the last day of final exams the following semester, including commencement.

Section Three – Days in Service

All faculty members are expected to be in service to the College throughout the academic year, excluding fall recess day, Thanksgiving vacation, intersession period between the end of fall term and the beginning of spring term, Martin Luther King, Jr. Day, winter recess day(s), and spring recess. When practical, the faculty member shall provide a forwarding address and be available for consultation.

Section Four – Additional Duties

- 4.1 All faculty members shall participate on committees to which they have been appointed or elected, assist in registration, assist in orientation as needed, and shall attend faculty meetings, divisional meetings, faculty planned workshops, commencement, and all other formal academic events of the College unless excused by the appropriate vice-president.
- 4.2 All faculty members shall promptly submit all financial, retirement, and personnel forms as required by law.

Section Five – Types of Appointments

- 5.1 **Continuing** – Faculty who have a commendable record after four (4) years of full-time service and have six (6) credits beyond a master's degree will, upon approval of the Board of Trustees, receive a continuing appointment. A continuing appointment shall be a full-time appointment to a position of full academic rank for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue unless terminated in accordance with termination policies. Any instructor receiving a continuing appointment will be promoted to assistant professor.
- 5.2 **Term** – A term appointment is a full-time appointment to the faculty for one academic year (unless otherwise stated). The President shall give written notice to a faculty member whose term appointment shall not be renewed. Failure to send such notice by March 1 if a fall appointment or by June 15 if a spring appointment will result in an automatic renewal of the faculty member's term appointment for the following year.
- 5.3 **Temporary** – In cases where it is known that a full-time position will be vacant for a period of one year or less or, in the case of a position made available through a grant-in-aid or other similar limited funding, with little or no chance of continuation after the specified period, the College may hire faculty on a temporary basis. These individuals will be given academic rank, but their date of termination will be specified in their appointment letter. Should an individual on temporary appointment subsequently be offered and accept a regular appointment for the semester immediately following the termination of his/her temporary appointment, the total period of service will be applied toward seniority/continuing appointment status.
- 5.4 **Professor of Practice**

- A. An appointment as a Professor of Practice is a full-time appointment to the faculty for three academic years (unless otherwise stated as less) and may be renewable based on evaluations. A Professor of Practice will be paid at the rank of full-time instructor.
- B. Professional experience will be considered, in lieu of a master's degree, for appointment as Professor of Practice.
- C. Appointments as Professor of Practice will be limited to Career and Technical Education (CTE) and workforce development-type disciplines, and non-teaching positions. Professors of Practice will be limited to no more than ten percent (10%) of the total number of full-time faculty members.
- D. The criteria for Professor of Practice evaluations shall be the same as those in Article XII, Section 2 and Article XII, Section 3 of this agreement.
- E. The procedures for Professor of Practice evaluations shall be the same as those used for Term Appointment in Article XI of this agreement.
- F. Termination procedures of a Professor of Practice in the first year of employment shall be the same as those used for Term Appointments in Article VII, Section 3.2 of this agreement.
- G. Upon completion of a master's degree, a faculty member with Professor of Practice appointment, may apply for a regular appointment. Should an individual on Professor of Practice appointment subsequently be offered and accept a regular appointment, up to four years of service will be applied toward seniority/continuing appointment status.

Section Six – Selection, Qualifications, Responsibilities, and Conditions of Employment of Division Chairs

6.1 All Division Chairs report to the Provost/Vice President for Academic Affairs.

Division chairs will be appointed by the President and serve at the President's discretion for a three (3) year term. At the end of each three (3) year term, or in the event of a vacancy or a temporary vacancy in the position of chair, all full-time faculty in the appropriate division concerned will recommend to the President a division chair. Division Chairs must be members of the division in which they serve as chair at the time of appointment. Membership in a division is defined as having an appointment as a full-time teaching faculty member in that division. The Provost/Vice President for Academic Affairs will also submit recommendations to the President regarding the selection of division chairs.

Temporary appointments will expire at the end of the original three (3) year term. Appointees will begin their terms on June 1.

- 6.2 Qualifications for division chair are attainment of the rank of assistant professor or above, continuing appointment, and membership in an academic division.

6.3 Responsibilities of Division Chair

Division chairs are responsible for the academic, personnel, and financial management of their respective divisions, under the direction of the Provost/Vice President for Academic Affairs and subject to applicable collective bargaining agreements. These responsibilities include:

- A. Coordinating the development, ongoing evaluation and assessment, and revision of the courses and programs sponsored by the division.
- B. Assisting the appropriate administrative offices and collaborating across divisions in developing the schedule of course offerings.
- C. Coordinating searches for divisional staff both full and part-time;
- D. Coordinating the monitoring and evaluation of divisional staff effectiveness;
- E. Supporting the mentoring and professional development needs of divisional staff;
- F. Coordinating the duties assigned to Assistant Division Chairs and Program Coordinators;
- G. Serving as a resource for, and encouraging the collaboration with, college offices, external partners, and the division for innovation and the development of curricula and other learning activities;
- H. Assigning faculty teaching loads, subject to the contractual rights of seniority and course competencies, and supervising divisional staff;
- I. Forwarding to the Provost/Vice President for Academic Affairs an observation report regarding each candidate for promotion, term appointment, or continuing appointment, with a copy to the candidate;
- J. Coordinating development of the annual divisional plan and budget request and monitoring expenditure of the budget in accordance with College policies and procedures;

- K. Supervising storage, operation, maintenance, and development of facilities and equipment supporting divisional programs and;
- L. Other duties as assigned by the College President and/or Provost/Vice President for Academic Affairs.
- M. Division Chairs will each serve one-year, rotating terms on the President's Executive Team or any successor group with the same duties and/or responsibilities.

6.4 Overload for Division Chairs

Division chairs shall not be required to teach and may elect to teach an overload course, in addition to maximum allowed in Art. IX, Section 5.2.F, each fall and spring semester. If a division chair teaches an overload during the day, he/she/they shall notify the Provost/Vice President for Academic Affairs and make up administrative time.

6.5 Division Chair Supervisory Stipends

Division chairs shall have twelve (12) month appointments.

- 6.6 A. In the event that a division is added, faculty who are transferred to that division shall maintain all seniority rights delineated in this contract and will maintain course competencies as defined in Article I, Section 10 and delineated throughout the contract in the division or divisions to which they are transferred. Should a faculty member's existing course competencies require that a transferred faculty member have course competencies in more than one division, then a primary division will be designated by the faculty member for the purposes of supervision. The transferred faculty member shall then receive a dual appointment to any other division(s) in which they have course competencies. The maintenance of seniority rights and the appointment process delineated in this section shall be the only exceptions to the dual appointment provisions outlined in Article IX, Section 9.2.
- B. In the event that a division is eliminated, faculty shall maintain all seniority rights delineated in this contract and will maintain course competencies as defined in Article I, Section 10 and delineated throughout the contract in the division or divisions to which they are transferred. Should a faculty member's existing course competencies require that a transferred faculty member have course competencies in more than one division, then a primary division will be designated by the faculty member

for the purposes of supervision. The transferred faculty member shall then receive a dual appointment to any other division(s) in which they have course competencies. The maintenance of seniority rights and the appointment process delineated in this section shall be the only exceptions to the dual appointment provisions outlined in Article IX, Section 9.2.

- 6.7 Contractual language in this article regarding division chairs is predicated upon a structure of four chairs of discipline-based divisions. Nothing in the language of this section, or any other section of the contract, shall preclude the establishment of other academic divisions and division chairs.
- 6.8 A. An Assistant Division Chair will be appointed on each campus without a division chair. For example, if a division chair has Auburn as a home campus, then a faculty member in that division, with Fulton as a home campus, will serve as the assistant division chair of that division. An Assistant Division Chair may also be a Program Coordinator.
- B. If an Assistant Division Chair is not a member of the division in which they are serving as an Assistant Division Chair, then the Assistant Division Chair will not be granted membership in that division; will not be granted course competency in that division; will not vote on matters brought before the division; and will not accrue seniority in that division.
- 6.9 Division Chairs will receive 22 percent of their base pay as additional remuneration. This will be effective on Sept. 1, 2022.

Section Seven – Program Coordinators

- 7.1 Program Coordinators will perform duties and be compensated in accordance with the job description in Appendix F of this contract

Section Eight – Selection, Qualifications, Responsibilities, and Conditions of Employment of Assistant Division Chairs

- 8.1 Assistant Division chairs will be appointed by the Provost/Vice President for Academic Affairs in consultation with the Division Chair and serve at their discretion for a one (1) year term, renewable for up to three (3) years. At the end of each term, or in the event of a vacancy or a temporary vacancy in the position of an assistant chair, all full-time faculty in the appropriate division concerned will recommend to the Provost/Vice President for Academic Affairs an assistant division chair. An assistant division chair shall be a full-time teaching faculty member. Temporary appointments will expire at the end of the original term. Appointees will begin their terms on June 1.

- 8.2 Assistant Division Chairs will support the Division Chair and perform duties in accordance with Division Chair responsibilities as outlined in Section 6.3 of this contract and as outlined in Appendix G of this contract. The specific duties to delegate to an Assistant Division Chair are to be determined by each Division Chair in consultation with each Assistant Division Chair and the Provost/Vice President for Academic Affairs.
- 8.3 Assistant Division Chairs will receive a six (6) credit hour reduction each semester and five (5) percent of their base pay as additional remuneration for duties performed in the summer. The compensation for duties performed during the summer will be paid in full during the summer in which the duties are performed.

Article XI – Policies and Procedures on Promotion

Section One – Quantitative Requirements for Academic Ranks

- 1.1 Normally, full professors are expected to have thirty (30) credits beyond a Master's degree and four years' service at the associate professor rank.
- 1.2 Normally, associate professors are expected to have fifteen (15) credits beyond a Master's degree and four years' service at the assistant professor rank.
- 1.3 Normally, assistant professors are expected to have six (6) credits beyond a Master's degree and four years' service at the instructor rank.
- 1.4 Normally, instructors are expected to have a Master's degree. If special circumstances demand, faculty may be hired if they have a Bachelor's degree plus 30 graduate hours if they have sufficient professional-related experience. Professional-related experience shall be interpreted to mean full-time professional employment in a field directly related to the teaching field (including teaching) or in areas which enhance the individual's professional development.
- 1.5 Normally, a Master's degree requires thirty (30) hours. Graduate hours earned beyond the Master's requirement may be applied towards promotion. If the Master's degree itself requires more than thirty-nine (39) hours, faculty members may apply any credits in the master's program over thirty-nine (39) to satisfy the hours for promotion.
- 1.6 Upon completion of a Ph.D., Ed.D., or academic doctoral degree while employed at the college, a faculty member will automatically qualify to apply for the next promotional rank. The faculty member may request consideration for promotion

according to the schedule outlined in Article XI, Section 3.1A, regardless of date of hire.

Section Two – Definition of Graduate Credit

2.1 All decisions relating to the following (A, B and C) shall be made by the academic vice president in consultation with the faculty member.

- A. Seminars, institute study programs, research, and writing which do not carry formal hour credit, and upper-division, undergraduate courses, acceptable only under special and unusual circumstances with the academic vice president's approval, shall be prorated as equivalent to regular course work on the basis of the amount of study involved as compared with normal graduate credit courses. Whenever possible, a faculty member wishing such study to be prorated must provide the academic vice president with written statements from the institution or agency sponsoring the program. These statements should include the content and objectives of the program, certification of successful completion, and a recommendation of equivalent college graduate credit and/or the total number of clock hours spent.

Each year of service by a division chair shall count as the equivalent of 3 graduate credits for the purposes of promotion in rank.

- B. Faculty who have accumulated other graduate hours not credited to their Master's degrees may also be given appropriate credit for post-master's study. The Provost/Vice President for Academic Affairs will determine if graduate credit may be used for promotion.
- C. Post-master's coursework carrying graduate credit shall be considered a valid preparation for future promotion if it meets either of the following criteria:
 - 1. Coursework taken as part of a matriculated program leading to a post-master's degree in the faculty member's current or anticipated field of instruction/expertise.
 - 2. Individual courses not part of such a matriculated program if they can be justified as advancing the professional competence of the faculty member in his/her area of instruction/expertise. This will be determined by the Provost/Vice President for Academic Affairs after consultation with the appropriate division chair or supervisor.

Coursework and other study completed before February of any given year shall be counted toward qualification for promotion. Faculty members shall provide transcripts and other relevant data to the Provost/Vice President for Academic Affairs before any action will be taken on this policy.

- D. All coursework toward advanced rank shall be reviewed and approved by the Provost/Vice President for Academic Affairs or his/her designee prior to enrollment.

Section Three – Procedures for Promotion, Continuing Appointment, and Term Appointment Renewal

(Throughout this section, a “fall appointment” refers to one made between April 1 and October 31, and a “spring appointment” refers to one made between November 1 and March 31.)

3.1 Notification

- A. Any faculty member meeting the quantitative requirements and wishing to be considered for **promotion** must request consideration by notifying his/her division chair, director, or, in situations where there is no chair or director, Provost/Vice President for Academic Affairs in writing by October 15 if a fall appointment or by March 15 if a spring appointment.
- B. Any faculty member meeting the quantitative requirements and wishing to be considered for **continuing appointment** must request consideration by notifying his/her division chair, director, or, in situations where there is no chair or director, Provost/Vice President for Academic Affairs in writing by October 15 if a fall appointment or by March 15 if a spring appointment.
- C. Any faculty member on term appointment who wishes to be considered for **renewal of term appointment** must request consideration by notifying his/her division chair, director, or, in situations where there is no chair or director, Provost/Vice President for Academic Affairs in writing by October 15 if a fall appointment or by February 15 if a spring appointment.

- 3.2 Materials for promotion and continuing appointment in a candidate’s file include the letter requesting consideration for promotion and/or continuing appointment, the observations and letter from the candidate’s mentoring committee, division chair reports, student evaluations (for teaching faculty), letter from the College-

wide Mentoring Committee on Promotion and Continuing Appointment (CWMCPA), and a recommendation by a Provost/Vice President for Academic Affairs as specified in the following articles.

- 3.3 Materials for term appointment renewal in a candidate's file include the letter requesting consideration for term appointment renewal, the observations and letter from the candidate's mentoring committee, division chair reports, student evaluations (for teaching faculty), and a recommendation by a Provost/Vice President for Academic Affairs as specified in the following articles.
- 3.4 Promotions are made by the Board only upon the recommendation of the President.
- 3.5 Promotions shall be announced by May 1 for fall appointments or by December 1 for spring appointments. In the event promotion is denied by the Board, the faculty member affected shall receive written notice from the President of the Board's denial.
- 3.6 Continuing appointments are made by the Board only with the recommendation of the President. Any instructor receiving a continuing appointment shall be promoted to assistant professor.
- 3.7 Continuing appointments shall be announced by March 1 for fall appointments or by October 15 for spring appointments. In the event continuing appointment is denied by the Board, the faculty member affected shall receive written notice from the President of the Board's denial.
- 3.8 Term appointment renewals are made by the President.
- 3.9 Failure of the President to send written notice of nonrenewal by March 1 for fall appointments or by June 15 for spring appointments to a faculty member on a term appointment will result in an automatic renewal of the faculty member's term appointment for the following year.

Section Four – Candidate's Mentoring Committee for Promotion, Continuing Appointment, and Term Appointment Renewal

4.1 Composition

For each faculty member seeking promotion, continuing appointment, or term appointment renewal, there shall be a candidate's mentoring committee consisting of three (3) members of the faculty agreed to by the faculty member and the appropriate chair, director, or in cases where there is no director, Provost/Vice President for Academic Affairs. Faculty members requesting

reappointment, continuing appointment, or promotion in the same academic year shall not serve on this committee. All members of this committee shall hold continuing appointment. In the case of a division chair or director requesting promotion, the mentoring committee shall be selected by the chair or director and the Provost/Vice President for Academic Affairs.

4.2 Procedures

- A. In the case of instructional faculty requesting promotion, continuing appointment, or renewal of term appointment, each member of the candidate's mentoring committee will observe a class taught by the faculty member and write an observation report using the form developed for this purpose. The report shall reflect demonstrated teaching effectiveness and mastery of subject matter. The College-wide Mentoring Committee on Promotion and Continuing Appointment will review the observation form and modify it, if appropriate, every academic year. Within five (5) working days of the observation, the observer will discuss the class with the faculty member. Within ten (10) working days of the observation, the written report shall be given to the faculty member.

When this process for all three (3) observations has been completed, the candidate's mentoring committee will meet with the faculty member to discuss the observations. The content of this meeting shall remain confidential unless the faculty member chooses to share it. A letter created by the CWMCPA indicating that this meeting has occurred will be signed by each member of the candidate's mentoring committee and the faculty member. The letter and the classroom observation reports shall be submitted to the Provost/Vice President for Academic Affairs. Such reports shall be kept on file for a minimum of one (1) year by all parties concerned.

The candidate's mentoring committee shall submit its observation reports and a letter verifying that the committee has met with the candidate for **promotion** to the Provost/Vice President for Academic Affairs by February 1 if a fall appointment or by September 15 if a spring appointment. For faculty seeking **continuing appointment**, the deadlines are November 1 for fall appointments and April 1 for spring appointments. For faculty seeking **renewal of term appointment**, the deadlines are December 1 for fall appointments and April 15 for spring appointments.

- B. In the case of non-instructional faculty requesting promotion, continuing appointment, or renewal of term appointment, all parties shall follow

procedures and forms approved by the CWMCPA and consistent with the procedures followed by the teaching faculty. These procedures must be designed to reflect professional effectiveness.

Section Five – Division Chair or Director Review of Faculty Members for Promotion, Continuing Appointment, and Term Renewal

- 5.1 Instructional faculty requesting promotion, continuing appointment, or renewal of term appointment shall have their classroom performance observed by their division chair. Within ten (10) working days of the observation, the chair shall submit a written observation report to the faculty member and to the Provost/Vice President for Academic Affairs. The division chair shall use the same form as that used by the candidate's mentoring committee. In the case of a division chair or director of an area requesting promotion, the report of the Provost/Vice President for Academic Affairs will take the place of a division chair report.
- 5.2 Non-instructional faculty requesting promotion, continuing appointment, or renewal of term appointment shall have their work reviewed by their supervisor according to procedures and forms approved by the CWMCPA and consistent with the procedures followed by the teaching faculty. Within ten (10) working days of the initiation of the review, the supervisor shall submit this written review to the faculty member and to the Provost/Vice President for Academic Affairs.
- 5.3 Dates for the division chair or director reports are the same as in Article XI, Section 3.1.A.

Section Six – College-wide Mentoring Committee on Promotion and Continuing Appointment

6.1 Composition

- A. A faculty member from each of the academic divisions and a faculty member from the ranks of non-teaching faculty shall be elected by the faculty to serve on the College-wide Mentoring Committee on Promotion and Continuing Appointment (CWMCPA). Members must be at least of the rank of assistant professor and have continuing appointment.
- B. Terms shall be for three (3) years and shall be overlapping. Elections and appointments shall be before May 1. Members will take office on May 1. Five alternates shall be elected by the faculty, also for a period of three (3) years. In the initial year, one member shall be elected for a one (1) year

term, two members shall be elected for two (2) year terms, and two members shall be elected for three (3) year terms.

- C. Should a standing member of the committee be eligible for promotion or for continuing appointment during his or her three (3) year term, he or she shall step down from the committee for the whole year during which he or she is being considered, and an alternate shall then take office for that year.

6.2 Procedures

- A. The instructional faculty member shall provide the CWMCPA with a promotion folder containing the letter requesting consideration for promotion and/or continuing appointment, the classroom observation reports, the letter stating that the mentoring committee has met with the candidate, student evaluations, relevant transcripts, the division chair's report, and other documentation that supports fulfillment of the criteria for promotion. The candidate will then meet with the committee to discuss his or her candidacy. The contents of this meeting shall be confidential. Members of the committee and the candidate will sign a letter stating that the candidate has met with the committee and discussed the candidate's request and qualifications.

The non-instructional faculty member shall provide the CWMCPA with a promotion folder containing the letter requesting consideration for promotion and/or continuing appointment, the mentoring committee reports, the letter stating that the mentoring committee has met with the candidate, relevant transcripts, the director or Provost/Vice President for Academic Affairs report, and other documentation that supports fulfillment of the criteria for promotion. The candidate will then meet with the committee to discuss his or her candidacy. The contents of this meeting shall be confidential. Members of the committee and the candidate will sign a letter stating that the candidate has met with the committee and discussed the candidate's request and qualifications.

- B. After this meeting, the candidate may elect to modify or add materials to his or her folder. The candidate may also elect to withdraw his or her candidacy.
- C. The candidate then shall present his or her folder, including the letter of the CWMPCA, to the office of the Provost/Vice President for Academic Affairs. In the case of promotions, the folder must be presented to the vice president's office by March 1 for fall appointments or by October 15 for

spring appointments. In the case of continuing appointment, the folder must be to the Provost/Vice President for Academic Affairs by December 1 for fall appointments or by May 1 for spring appointments.

Section Seven – Recommendation of the Provost/Vice President for Academic Affairs and President

- 7.1 The Provost/Vice President for Academic Affairs shall review the folder of the candidate. After doing so, the Provost/Vice President for Academic Affairs shall meet with the candidate to discuss the request.
- 7.2 The Provost/Vice President for Academic Affairs shall make a recommendation to the President to approve or deny the request. This recommendation shall be in writing with a copy given to the candidate.
- 7.3 The President shall make a recommendation to the Board of Trustees. This recommendation shall be in writing with a copy given to the candidate.

Section Eight – Observations in Non-promotional Years

- 8.1 Except when the faculty member is being considered for promotion, in the years after continuing appointment until full professor, there shall be a minimum of one observation or equivalent evaluation a year by one member of the faculty. The observer or evaluator shall be agreed to by the faculty member and the division chair, director, or, in cases where there is no chair or director, Provost/Vice President for Academic Affairs. A verbal report of the observation or evaluation will be made to the faculty member no later than five days after the observation or evaluation, and the written report should be available to the faculty member no later than ten days after the observation or evaluation.
- 8.2 Full professors may be evaluated at the discretion of the division chair, director, or, in cases where there is no chair or director, the Provost/Vice President for Academic Affairs. In addition, the Provost/Vice President for Academic Affairs may request his/her designee to evaluate the professor as is deemed necessary.
- 8.3 Written reports of all observations shall be maintained by each division chair, director, or Provost/Vice President for Academic Affairs.

Article XII – Criteria for Promotion, Continuing Appointment, and Term Appointments

Section One – Quantitative Requirements for Academic Ranks

(See Article XI Section One)

Section Two – Criteria to Be Considered by Faculty and Administrative Personnel

- 2.1 Teaching Effectiveness or Professional Effectiveness – as evidenced in the mentoring committee reports and student evaluations. This shall receive the primary emphasis in evaluation of the faculty.
- 2.2 Professional Development – as evidenced by advanced study, research, publications, study-oriented travel, institutes, conferences, and membership in professional organizations.
- 2.3 Service to the College and Professional Relationships – as evidenced by participation in divisional and college-wide professional activities such as committee work, assessment, program development, and advising extracurricular projects; by cooperative and collegial working relationships with faculty and staff colleagues; and by appropriate professional interactions with students.
- 2.4 Community Service – While not required for promotion or continuing appointment, community service will be given favorable consideration. Evidence of community service may include the following: participation in community groups which call upon the faculty member's professional expertise to act as a consultant, advisor, lecturer, board member or other profession-related services.

Section Three – Student Evaluations (Teaching Faculty)

- 3.1 Student evaluation shall be conducted with a questionnaire approved by the CWMCPA and Provost/Vice President for Academic Affairs. The committee and the vice president shall be responsible for periodic evaluation of the questionnaire.
- 3.2 Student evaluations shall be administered by all teaching faculty in at least three sections each academic year.
- 3.3 Utilizing procedures approved by the CWMCPA and the Provost/Vice President for Academic Affairs, all non-tenured teaching faculty members shall

submit their student evaluations to their division chair, director, or Provost/Vice President for Academic Affairs.

- 3.4 If either the Provost/Vice President for Academic Affairs, director, or chair deem necessary, a faculty member not included in Section 3.3 above may be required to submit student evaluations.

Article XIII – Personnel Files

- 1.0 Individual personnel files shall be confidential. Any individual shall have the right to review his/her own personnel file in the Human Resources Office after giving 24 hours' notice. He/she may be accompanied by an advisor of his/her own choice. Information from previous employers and former professors shall be privileged and not available to the individual.
- 2.0 A faculty member may request the removal of any document which he/she deems to be inappropriate. If refused, he/she may appeal for redress to a committee composed of three (3) members appointed by the President and three (3) members appointed by the Faculty Association President. In the event the Committee cannot reach a majority decision, the controversy shall be governed by the grievance procedure commencing with stage three.

Article XIV – Professional Working Conditions

Section One – Teaching Load

- 1.1 A full teaching load at Cayuga County Community College shall consist of a maximum of seventeen (17) credit hours per semester or thirty (30) credit hours per academic year
- 1.2 When a faculty member teaches a course or courses in which the contact hours per week exceed the credit hours the course carries, the maximum contact hours for such faculty shall be thirty-six (36) per academic year and not more than twenty (20) contact hours in any single semester. Nursing faculty who teach off-campus clinical courses will have a maximum yearly load of 32 contact hours and a maximum semester load of 16 contact hours.
- 1.3 Any faculty member whose teaching load for the academic year exceeds the maximum will be reimbursed at the overload rate unless the faculty member requests an overload not to exceed thirty-eight (38) contact hours. Such requests shall be in writing.

- 1.4 Ten-month non-instructional faculty shall work a 37.5 hour week and the same academic calendar as the teaching faculty. Provided prior approval is obtained from the appropriate vice president or his/her designee, compensatory time shall accrue for work performed beyond 37.5 hours per week.
- 1.5 Twelve-month non-instructional faculty and the director of the fitness center shall work the administrative calendar.

Faculty with twelve-month contracts will work according to the following schedule:

- A. **Work Week** – under normal circumstances, the work week shall be 37.5 hours. Provided prior approval is obtained from the appropriate vice president or his/her designee, compensatory time shall accrue for work performed beyond 37.5 hours per week.
- B. **Summer Schedule** – From the Monday after commencement through the week before fall registration and from January 2 through the Friday before spring registration the workday shall be 9 a.m. to 4 p.m. During the summer schedule each employee will receive one afternoon off weekly starting at 12:30 p.m. except in those weeks in which there is a paid holiday or in which an employee uses more than one vacation day. Adjustments to accommodate work schedules may be made by the appropriate vice-president or his/her designee.
- C. **Holidays** – College calendar holidays shall include: Labor Day, fall semester recess day, Thanksgiving recess, winter break, Martin Luther King, Jr. Day, winter recess days, spring break, Memorial Day, and Independence Day.
- D. **Evening Hours** – Staff whose normal assignments include evening hours will not be additionally compensated for same.
- E. **Additional Responsibilities** – Employees who assume additional responsibilities (such as teaching or counseling) will be compensated at the rate normally applied to such activities if engaged in beyond the 37.5 hour workweek.
- F. **Additional Remuneration/Vacation** – Faculty with twelve-month contracts will receive 20 percent of their base pay as additional remuneration. In addition, they will earn vacation leave at a rate of 24 days per fiscal year (prorated at two days a month). A maximum of 12 days may be carried over into a new fiscal year.

- 1.6 The Director of the Fitness Center is responsible for the credit-bearing fitness classes between 8 a.m. and 5 p.m.

Section Two – Retrenchment for Light Loading

- 2.1 Retrenchment due to light loading may be instituted if a faculty member's load drops below 80% of the maximum load as defined in Article XIV, Sections 1.1 and 1.2 in any two (2) consecutive semesters.
- 2.2 To reach a full load, or to avoid light loading and retrenchment, a faculty member may utilize any combination of sections of credit courses, non-teaching assignments (except those granted when light loaded), banked hours, and state-approved, credit-equivalent noncredit courses. Light-loaded faculty must first utilize their banked hours before they can fulfill load by teaching other courses, which could be used as overload assignments by other faculty.

To reach a full load, or to avoid light loading and retrenchment, a faculty member may utilize a combination of two sections with low enrollment to equal one full section. The enrollment in the two combined courses must equal the number of students normally required for a course to run. Only one combination of courses to make load per semester will be permitted unless otherwise approved by the Provost/Vice-President for Academic Affairs. Faculty shall have the right to refuse assignments that would combine low enrolled courses to make load.

- 2.3 If spring is the second consecutive semester of light loading, notice of retrenchment must be given by April 1. If fall is the second semester of light loading, notice of retrenchment must be given by November 1.

Section Three – Conditions for Light Loading

- 3.1 A faculty member will be considered light loaded if his/her total teaching load is eighty (80) percent or less of the maximum load as defined in Article XIV, Sections 1.1 and 1.2 in any given semester. Solely for the purpose of defining light load, the maximum credit hour load for a semester shall be fifteen (15) and the maximum contact hour load for a semester shall be eighteen (18) except for nursing faculty who teach off-campus clinical courses – their maximum contact hours will be 16. To reach a full teaching load and avoid light loading, a faculty member may utilize Article XIV, Section 2.2.
- 3.2 Light loads shall be determined strictly on the basis of competency and seniority as defined in Article I, Sections 9 and 10.

- 3.3 If a faculty member is light loaded or a reasonable possibility of future light loading is foreseen, he/she may request interdivisional competency. The faculty member shall submit credentials to the division chair. The division chair shall meet with the applicant to discuss his/her qualifications. All members of the division shall consult with the chair on this application. The chair, after consultation with division members, shall submit a written recommendation with reasons for his/her decision to the academic vice president. The academic vice president shall determine interdivisional competency and shall forward a written decision to the faculty member and to the division chair.
- 3.4 The administration will make appropriate non-teaching assignments not to exceed twenty (20) percent of the maximum teaching load in the first academic year in which a faculty member would otherwise be light loaded. The assignment will not be considered part of load, but will apply toward the calculation of the faculty member's salary.
- 3.5 In cases where all full-time faculty members in a particular division do not have a full load in the day division, junior members who have competency will be assigned any available courses to reach a full load. Such assignments must take absolute priority over all other potential overload assignments. If a faculty member does not wish to teach these courses, accept a nonteaching assignment, or if sections are not available, and therefore, the faculty member does not have a full load, the faculty member's salary will be prorated.
- 3.6 If there are sufficient evening sections, a faculty member already teaching in the evening to attain full load status may teach an additional section at the regular overload pay schedule.
- 3.7 In the event that a light load assignment places a faculty member in another division with an interdivisional competency, he/she retains his/her faculty rank and seniority in his/her original division but, as an interdivisional teacher in a new division, he/she has no seniority. Interdivisional faculty members will not have rights to any sections until such sections have been refused by the full-time divisional faculty. Interdivisional faculty members will be expected to make every effort to meet the usual divisional duties and responsibilities.

Section Four – Voluntary Reductions

Any full-time faculty member who otherwise would be full loaded, may apply to voluntarily teach forty (40) percent to eighty (80) percent of the maximum load as defined in Article XIV, Sections 1.1 and 1.2 in any semester with a proportional salary and fringe benefit reduction. The academic vice president may deny a request if there are not qualified instructors to teach the affected courses or if otherwise necessary.

Section Five – Banked Hours

- 5.1 A faculty member who teaches in excess of those hours specified in Article XIV, Sections 1.1 and 1.2 may elect to bank those hours provided there are at least fifteen (15) paid students registered in the elected course. These banked hours will be held until a light-loaded faculty member needs them to reach a full load or, provided the academic vice president gives approval, to reduce his/her load and cannot be cashed in except as provided in Article XIV, Section 5.3. A faculty member may accumulate no more than 28 credits in courses where contact and credit are equivalent or 33 contact hours where contact hours exceed credit hours.
- 5.2 Payroll records will be compiled by the Human Resources Office. At the end of each semester, the vice president, or his/her designee, will provide for verification to the faculty member a written statement itemizing the hours banked and the amount of salary owed in the event of terminations as defined in Article XIV, Section 5.3.
- 5.3 In the event of voluntary or involuntary termination, banked hours will be paid to the faculty member or his/her beneficiary at the dollar amount earned at the time the work was performed. In addition, a faculty member may withdraw banked hours at any time at the dollar value earned if the academic vice president certifies that the affected faculty member will not be light-loaded during the academic year that the request is granted. A request for withdrawal and certification must be made by August 15 preceding the academic year in which the payment is requested. Certification will be made by September 15 with payment, if eligible, made by October 10.

Section Six – Areas of Teaching Competence

Each division shall determine those courses which each division member is competent to teach, subject to the approval of the academic vice president. This list will apply to credit courses, and it will be updated at least once annually and given to the Provost/Vice President for Academic Affairs by May 15.

Section Seven – Preparations

- 7.1 Every effort will be made to limit preparations to two (2) per semester. The maximum number of preparations shall be three (3) per semester, unless the faculty member requests more in writing. This section is not applicable in cases where any faculty member does not have a maximum load.
- 7.2 The division chair shall discuss and work out course assignments with all division members in an effort to realize the above policy.

Section Eight – Class Size

A class size limit has been a part of this agreement for many years.

It is recognized by both parties that a small class size both engenders a superior learning environment for students and maintains faculty workloads at a level which encourages a high level of professional competence. Therefore, the College continues its commitment to small class size.

However, it is also recognized by both parties that, during the time of anticipated enrollment decline, some flexibility in class size limits is necessary to effectively manage resources in order to maintain programs and to prevent or minimize potential faculty retrenchments.

It is the intent of both parties that the overall average faculty teaching load will not significantly change, although individual loads may vary.

The maximum class size shall normally be 32 students. However, class size may be increased beyond 32 students as long as the total number of students taught by the faculty member does not exceed 32 times the number of assigned sections.

The College has the right to exceed this total number by up to ten (10) students but must compensate the faculty member at the rate of 1/25th of the continuing education rate per student.

Additional students beyond the ten may be assigned (with compensation) only with the approval of the faculty member, the division chair, and the President of the Faculty Association.

Section Nine – Classroom and Office Hours

- 9.1 Each faculty member is expected to be in the classroom or laboratory by the time the session is scheduled to start.
- 9.2 Each faculty member will be expected to meet his/her classes and laboratories as scheduled unless previously excused by his/her division chair or by the academic vice president. Otherwise, no faculty member will have the right to cancel a class or laboratory without a reason which he/she may be asked to justify to the satisfaction of the Provost/Vice President for Academic Affairs.
- 9.3 Office Hours
 - A. Each full-time faculty member shall be present in his or her office at the campus at which he or she is teaching for consultation with students for

five (5) hours per week scheduled on at least three (3) days a week between 7 a.m. and 4 p.m. unless one (1) or more of the following situations apply.

- Faculty with course reductions may reduce their office hours by one (1) hour per course reduction they receive.
- Faculty who teach online courses as part of their regular teaching load are not required to have an office hour on campus for those courses if they have online office hours.
- Faculty who teach credit-bearing courses at non-campus locations as part of their regular teaching load shall hold their office hours for those courses either at that location, if possible, or at their home campus.
- Faculty who teach evening classes may schedule one office hour per week prior to or following each evening class taught as part of their regular teaching load.

Exceptions may be made by mutual agreement between a faculty member and the Provost/Vice President for Academic Affairs, with the recommendation of the division chair.

- B. Office hours must be clearly posted on office doors and made known to students. Every effort will be made to follow them.
- C. At the beginning of each semester, each faculty member shall submit his/her proposed office schedule to the academic vice president. Any change will require a week's advance notice to the chair and the vice president.

9.3 Continual violation of any of the above requirements shall be governed by Discipline and Termination provisions set forth in Article VII.

Section Ten – Faculty Advisory Duties

Each full-time faculty member may be assigned, as part of his/her duties, not more than twenty-five (25) students. He/she shall advise them in such areas as registration for courses, matriculation, transfer, and other areas where faculty training and experience may be of aid to student welfare. If the administration requests and the faculty member is agreeable, more than 25 students may be assigned.

Section Eleven – Professional Responsibility

All faculty members shall be considered responsible for those areas which have an obvious relationship to the faculty position which they hold. Such areas include completion of reports to the students and to the College, maintenance of records, taking accurate attendance, participation in academic activities, scholarly progress, and divisional responsibilities.

Section Twelve – Faculty Offices

The College agrees to work toward and plan for an eventual arrangement whereby faculty offices shall have no more than two (2) faculty members.

Section Thirteen – Faculty Absences

- 13.1 In order for the College to maintain satisfactory records for future review by state auditors, each faculty member shall attest every month by written signature on a form kept by his/her division chair that the number of his/her absences and the reasons why such absences took place are correctly listed.
- 13.2 In all cases of absence, it is expected that the faculty member will cover the missed work. During an extended absence (more than two (2) consecutive classes missed), the division concerned will do everything possible to cover the affected classes for the next three (3) days. If it is not possible to cover all classes, then the faculty member concerned will make every effort to schedule make-up sessions at times mutually agreed to by students and faculty member. The vice president may adjust sick leave where make-up is performed outside of the faculty member's regularly scheduled hours.
- 13.3 If the absence extends more than one (1) week, arrangements will be made by the administration to cover classes. Faculty members who cover such classes shall receive prorated pay from the time they first substituted.

Section Fourteen – Load Reduction for Faculty Association President

The President of the Faculty Association shall receive two (2) course reductions per semester, provided by the College.

Section Fifteen – Special Service Work

Special service work may be assigned to bargaining unit members in addition to their regular workload or in exchange for reductions in their normal work responsibilities. The parties agree to the following procedures:

- 15.1 All current special service assignments that have resulted in a reduction of or an addition to normal responsibilities were identified and defined in writing prior to the bargaining of the 2001 fall semester.
- 15.2 When the College determines that special service is necessary, it shall negotiate with the Association an appropriate reduction of the bargaining unit member's normal work responsibilities while participating in the special project. In cases of the addition of work, the College shall negotiate with the Association an appropriate level of compensation for the faculty member. These negotiations shall be conducted with reference to and be guided by the quantitative and qualitative requirements of the proposed assignment as defined.
- 15.3 The College may offer the special assignments it deems necessary to bargaining unit members. Participation by the bargaining unit member shall be voluntary.
- 15.4 The college may grant up to five individual course reductions each semester for activities including, but not limited to, research, program and/or course development, student recruitment activities, academic and/or grant writing, assessment, and administrative duties. These shall be in addition to other course reductions under other provisions of the agreement.

Section Sixteen – Course Reductions for Curriculum Development and Faculty Mentoring

- 16.1 Course reductions for development or revision of degree programs and curricula; for modification of existing curricula to incorporate new technologies or pedagogies; or for acting as a mentor to aid colleagues in incorporating innovative ideas or technology into an existing course or in the development of a new course, may be granted to members of the full-time faculty. The goal of such reductions is to encourage curriculum development.
- 16.2 Course reductions for mentoring newly hired full-time faculty and newly hired as well as current adjunct faculty, may be granted to members of the full-time faculty. The goal of such reductions is to better acclimate newly hired faculty members to the college community and better prepare and transition them to their responsibilities in and outside of the class environment.
- 16.3 Applications for course reductions for curriculum development and faculty mentoring shall be submitted to the division chair or director, in writing, at least 60 days prior to the end of the preceding semester for which the reduction is being requested. The division chair or director will forward the request to the Provost/Vice President for Academic Affairs with ten days of receipt. The Provost/Vice President for Academic Affairs shall approve or deny the request

at least 30 days prior to the end of the preceding semester for which the reduction is being requested.

- 16.4 A faculty member may not receive more than one course reduction per semester for curriculum development

Article XV – Salaries

Section One – Salary Schedule

The following base salary schedule shall be in effect from September 1, 2023, through August 31, 2027.

Contract Year	Rank	Minimum	Maximum
2023-2024	Instructor	\$65,670	-----
	Assistant Professor	\$71,919	\$86,343
	Associate		
	Professor	\$79,484	\$98,504
	Professor	\$94,281	-----
2024-2025	Instructor	\$67,640	-----
	Assistant Professor	\$74,077	\$88,933
	Associate		
	Professor	\$81,869	\$101,459
	Professor	\$97,109	-----
2025-2026	Instructor	\$69,534	-----
	Assistant Professor	\$76,151	\$91,423
	Associate		
	Professor	\$84,161	\$104,300
	Professor	\$99,828	-----
2026-2027	Instructor	\$71,481	-----
	Assistant Professor	\$78,283	\$93,983
	Associate		
	Professor	\$86,518	\$107,220
	Professor	\$102,623	-----

Section Two – Returning Faculty

For the period September 1, 2023, through August 31, 2024, the base salary schedule will be increased by three percent (3.0%) and each returning faculty member shall

receive an increase of three percent (3.0%) of base added to their respective base salary and will be specified in Article XV, Sections 1 and 2.

For the period September 1, 2023, through August 31, 2024, Faculty at the rank of Instructor shall receive an additional base salary increment of \$1500.

For the period September 1, 2024, through August 31, 2025, the base salary schedule will be increased by three percent (3.0%) and each returning faculty member shall receive an increase of three percent (3.0%) of base added to their respective base salary and will be specified in Article XV, Sections 1 and 2.

For the period September 1, 2025, through August 31, 2026, the base salary schedule will be increased by two and eight-tenths percent (2.8%) and each returning faculty member shall receive an increase of two and eight-tenths percent (2.8%) of base added to their respective base salary and will be specified in Article XV, Sections 1 and 2.

For the period of September 1, 2026, through August 31, 2027, the base salary schedule will be increased by two and eight-tenths percent (2.8%) and each returning faculty member shall receive an increase of two and eight-tenths percent (2.8%) of base added to their respective base salary and will be specified in Article XV, Sections 1 and 2.

Section Three – Longevity Payments

- 3.1 Employees will receive annual longevity payments in addition to but not added to their base salary as follows:

after completion of 5 through 19 full years – \$280
after completion of 20 through 24 full years – \$330
after completion of 25 or more full years – \$385

Effective September 1, 2015, employees will receive annual longevity payments in addition to but not added to their base salary as follows:

after completion of 5 through 19 full years – \$380
after completion of 20 through 24 full years – \$430
after completion of 25 or more full years – \$485

- 3.2 Longevity pay will be included in regular paychecks and will be awarded in the semester following completion of the requisite longevity level. Retroactive longevity payments will not be made for years of service earned prior to September 1, 2000.

Section Four – Overload Salaries

The following per credit hour rates will apply for the period September 1, 2023, through August 31, 2027:

Rank	2023-2027
Instructor	\$1,045
Asst Prof	1,150
Assoc Pro	1,274
Professor	1,406

Section Five - Promotional Stipend

Upon promotion to a higher rank, a faculty member's base salary will be increased as follows:

Effective Date of Promotion				
To Rank:	2023 – 2024	2024-2025	2025-2026	2026-2027
Asst Prof	\$1,375	\$1416	\$1456	\$1497
Assoc Pro	\$1,533	\$1579	\$1623	\$1668
Professor	\$1,676	\$1726	\$1774	\$1824

Section Six – Independent/Contract Study Stipend

Faculty will be paid at the College's prevailing continuing education tuition rate for each independent or contract study course they teach.

Section Seven – Pay Periods

The salary of each faculty member shall be paid on a biweekly basis. The existing option of twenty-two (22) or twenty-six (26) pay periods shall continue. Prior to the first pay period, the Business Office shall give each member a form to elect the twenty-six (26) pay periods if so desired.

Section Eight – Insurance

8.1 Health Insurance

- A. Should a faculty member die in service to the College or during retirement, immediate opportunity will be given to the dependents of the deceased to continue in the College health plan at their own expense.
- B. When an employee or retiree reaches age 65, he/she must apply for coverage under the Federal Medicare Program. Cost of the Medicare Program will be borne by the College for all employees hired prior to September 1, 2000. Benefits provided under the health insurance program will be applied only after Medicare coverage has been exhausted as provided by the health insurance program.

Effective January 1, 2021, a Medicare Advantage health insurance plan will be offered as the sole product for future eligible retirees and retiree's dependents age 65 and over. Once a retiree or a retiree's dependent turns age 65, they will be in the College Medicare Advantage Plan.

- C. Employee contributions to the health insurance premium shall be as follows for both single and family coverage:

The College will pay 75% of the premium cost for family or individual coverage. The employee shall be responsible for paying the remaining costs of such health insurance coverage.

- D. Faculty hired after Sept. 1, 2023 who elect to waive their right to receive health insurance from the College will not receive any payments from the college.

Faculty hired prior to Sept. 1, 2023 who have elected to receive health insurance from the college and who subsequently elect to waive their right to receive health insurance from the College will not receive any payments from the college.

Faculty hired prior to Sept. 1, 2023 who have elected to waive their right to receive health insurance from the College will continue to receive the payments noted in this section. A subsequent election to receive health insurance from the college will eliminate any payments for future health insurance waivers.

Faculty members who are eligible for health insurance benefits from the College may elect to waive their right to receive health insurance from the College. If a faculty member elects to waive his/her right to receive health insurance (either family or individual coverage) from the College, then the College will provide that individual with a cash payment in the amount of

75% of the College's share of the premium (as stipulated in 8.1.C of this Article) for the plan in effect at the time of the waiver (not to exceed \$10,000.00 for waiving a family plan or \$4,000.00 for an individual plan).

The cash payments referenced above shall be reimbursed annually at the beginning of the calendar year following the year coverage is waived. As governed by Section 125 of the Internal Revenue Code, a faculty member may only change coverage status during the annual enrollment period (November) or via qualifying event as described in the Code.

Full Waiver of Coverage

Faculty members who are eligible for family or individual coverage electing to waive coverage entirely will be provided with a cash payment determined by the following formula: $(75\% \times \text{College share of premium cost of the waived plan}) = \text{cash payment}$ (not to exceed \$10,000.00 for waiving a family plan or \$4,000.00 for an individual plan).

For example: $75\% \times (\text{gross family premium of } \$5,000 - \$500 \text{ employee co-pay}) = \$3,375$

$75\% \times (\text{gross family premium of } \$2,000 - \$200 \text{ employee co-pay}) = \$1,350$

Partial Waiver of Coverage

Faculty members who are eligible for family and elect to waive family coverage, choosing individual coverage instead, will be provided with a cash payment by the following formula: $(75\% \times [\text{College share of a family premium cost} - \text{College share of an individual premium}]) = \text{cash payment}$ (not to exceed \$7,000.00).

For example: $75\% \times (\text{gross family premium of } \$5,000 - \$500 \text{ employee co-pay}) - (\text{gross individual premium payment of } \$2,000 - \$200 \text{ employee co-pay}) = \$2,025$

If a faculty member severs his/her employment with the College for any reason whatsoever, then the cash payment will be pro-rated to the date of severance.

Effective January 1, 2019, cash payment shall not exceed \$4,000 for waiving family coverage; \$2,000 for individual relative to partial waivers of coverage.

Effective January 1, 2014, employees are not eligible for the health insurance buyout (cash payment for waiver for coverage) if they receive health insurance coverage through a spouse who is covered under the Cayuga County health insurance consortium or if they are retired from a Cayuga County agency and are currently receiving health insurance coverage through the consortium. In addition, employees whose spouse is covered under the consortium are not eligible for partial waiver of coverage.

Finally, eligibility for the health insurance buyout is contingent on certification of alternative health insurance coverage.

- E. Bargaining unit members hired on or prior to January 15, 2008, must retire from the College with ten (10) years of service with the College in order to be eligible for health insurance in retirement.

Bargaining unit members hired after January 15, 2008, must retire from the College with twenty (20) years of service with the College in order to be eligible for health insurance in retirement.

Bargaining unit members who retire from the College and are eligible for health insurance in retirement shall have retiree health insurance coverage at the rate in effect at the time of their retirement. (Example: Employee retires on or after September 1, 2008, but before September 1, 2009. Employee will continue to pay 18% of premium irrespective of current employees' percentage increase in contributions to the health insurance premium.)

Benefits provided under the health insurance program will be applied only after Medicare coverage has been exhausted.

8.2 Disability Insurance

This section shall be effective September 1, 2023, or upon legislative approval of this agreement, whichever is later. The College will provide disability coverage at no cost to the employee. The disability coverage shall provide a benefit of 60% of monthly earnings to a maximum of \$7,000.00 per month. Notwithstanding any other provision in the collective bargaining agreement, the College may change the disability insurance carrier as long as the level of benefits is not substantially changed. The College will provide advance notice to the Association President of any carrier change. The Association may utilize the grievance and arbitration procedures of this collective bargaining agreement if it feels the level of benefits has been substantially changed.

8.3 Dental Insurance

- A. The College dental insurance will be funded one hundred (100) percent by the College for the employee only.
- B. This section shall be effective September 1, 2000, or upon legislative approval of this agreement, whichever is later. Employees may participate in the dental plans offered by the County of Cayuga to the extent that such participation is allowed by the County of Cayuga and/or the insurance company. Employees will be required to pay any additional cost above that which the College pays for its dental plan.

8.4 Life Insurance

The College will provide life insurance coverage at no cost to the employee. Each employee's coverage will be equal to 3.0 times his/her base salary. Notwithstanding any other provision in the collective bargaining agreement, the College may change the life insurance carrier as long as the level of benefits is not substantially changed. The College will provide advance notice to the Association President of any carrier change. The Association may utilize the grievance and arbitration procedures of this collective bargaining agreement if it feels the level of benefits has been substantially changed.

8.5 Major medical deductible and prescription drug co-payment:

- A. The annual major medical deductibles will be \$150 for individual coverage and \$450 for family coverage.
- B. Effective September 1, 2016, the three tier prescription drug plan shall be implemented without edits, with a copayment of \$10 for generic prescription drugs, \$25 for brand name prescription drugs, and \$40 for preferred prescription drugs which shall be part of the health insurance plan. A 90 day supply of mail order drugs shall be available at a copayment of \$20 for generic prescription drugs; \$50 for brand name prescription drugs; and \$80 for preferred prescription drugs (equivalent of two copays).

8.6 Proposed changes in carriers or benefits in the policies in effect in 8.1, 8.2, 8.3, and 8.4 above must be approved by both the Faculty Association and the Board of Trustees.

Section Nine – Tax Deferred Annuity

Faculty members are eligible to participate in a tax deferred annuity program through a college approved insurance company.

Section Ten – Retirement

10.1 Faculty members may choose either the N.Y.S. Teachers' Retirement, the N.Y.S. Employees' Retirement, or the T.I.A.A./C.R.E.F. pension without cost to the individual, except as limited by law. All full-time faculty members participate in the Social Security System.

10.2 Faculty members who have attained at least the age of 55 shall be eligible for an early retirement incentive upon attaining 15 years of service. Faculty who declare by January 15 their intention to retire during the summer prior to the fall semester will be eligible for the incentive. Faculty who declare by June 1 their intention to retire during the winter recess/intersession period prior to the spring semester will be eligible for the incentive. No incentive will be paid for a mid-semester retirement unless the retirement is considered in the best interests of the College as judged by the administration.

The incentive payment will be paid in three (3) equal installments with the first payment made during the first quarter of the next fiscal year following the date of retirement (the first year of eligibility); with the second installment paid one year later; and the third installment paid two years later.

The incentive will be paid as follows: during the first year of eligibility – 100% of the final year's base contract salary; during the second year – 80%; during the third year – 60%; during the fourth year – 40%; and during the fifth year – 20%.

Beginning at age 62 and ending at age 67, faculty who declare by January 15th their intention to retire during the summer prior to the fall semester will be granted a retirement incentive payment of 12% of the final year's base contract salary. Faculty will only be permitted to take one retirement incentive and faculty who take this incentive cannot receive any other retirement incentive.

Section Eleven – Workers' Compensation Insurance

Faculty members are covered by Workers' Compensation Insurance.

Section Twelve – Credit Union

Faculty members who wish to participate in the area credit union shall be allowed to do so through payroll deductions. Procedures designed to minimize the costs of

bookkeeping will be determined by the College. Faculty interested in joining the credit union should contact the College Business Office about application procedures.

Section Thirteen – Flexible Spending Plan

A flexible spending plan was established by the employer. The plan became effective on or before October 15, 1994.

The flexible spending plan shall provide for payroll deductions in accordance with the Internal Revenue Code and its implementing regulations for health insurance premiums, dental costs, child care payments, and if permitted, optical costs. The College will assume the costs and responsibility of administering the plan.

Section Fourteen – Grants

- 1.1 Association members applying for grants shall ensure that the proposal is fully approved, in writing, by the College President or designee, and that the grant covers all costs to the College, including and above any stipends (for example: retirement, health insurance, dental insurance, disability). Grants received by the College, that include funds for Association members to be paid through the College payroll, shall be negotiated pursuant to the Special Service Work provisions in Article XIV, Section 15, of this Agreement.
- 1.2 Grants that involve Association members working for a third party shall be paid directly to the Association member by the third party and not through the College payroll.
- 1.3 Attached as Appendix H is the Grants/External Funding Review and Approval Form.

Article XVI– Leaves of Absence

Section One – Sick Leave/Sick Leave Bank

- 1.1 Faculty will earn sick leave at a rate of 15 days per year except during the first, second, and third years of employment when they earn 17 days per year. A maximum of 165 days may be accrued.

Employees may use a maximum of five (5) days of the annual allotment of sick leave (15 or 17 days as the case may be) for the purposes outlined in the existing Family and Medical Leave Act. Such days may not be rolled over into the following year.

- 1.2 Unused sick leave will be converted to its salary equivalent and paid to a specified beneficiary upon the death of a faculty member. In computing the salary equivalent, one year equals one hundred and sixty-five (165) days and the death benefit would be as follows:

$$\frac{\text{Unused sick leave}}{165} \times \text{annual salary} = \text{salary equivalent}$$

1.3 Sick Leave Bank

- A. A sick leave bank has been established to provide against the economic effects of a long-term illness.
- B. All full-time faculty (excepting those on temporary appointment), must join the sick leave bank after three (3) months continuous service.
- C. Members join the sick leave bank by contributing three (3) days of accumulated sick leave to the bank.
- D. If at any time during the academic year the total number of days in the sick leave bank falls below 150, the College will automatically assess each member an additional contribution of one (1) day.
- E. The bank shall be administered by a committee of two (2) administrators appointed by the College President and two (2) faculty members appointed by the President of the Faculty Association and the Administrative Assistant to the College President and Board of Trustees or his/her designee.
- F. Eligibility: A member who is suffering from a prolonged or disabling injury or physical/mental illness is eligible to apply to the sick leave bank after he/she has exhausted his/her accumulated sick leave.
 - 1. The committee shall administer the bank and act on each application submitted to it within ten (10) business days. In the event that a member's recovery shall require more than forty (40) working days, the committee shall meet to determine renewal of the application.
 - 2. In applying for sick leave bank benefits, the applicant shall provide the committee any documentation deemed necessary with regard to the nature and duration of the disabling condition. In making determinations, the committee can require eligible employees to be examined by independent medical examiner(s).

3. Ordinarily, the maximum number of days the committee may allocate for any one illness shall be two hundred (200) days.

Section Two – Personal Leave

- 2.1 Upon notification to the appropriate vice president, any full-time faculty member will be granted personal leave not to exceed three (3) days per year. Additional leave may be approved by the appropriate vice president.
- 2.2 Leave for death in the family will be in addition to personal leave in 2.1 and shall not exceed four (4) days unless approval is obtained from the appropriate vice president. Family shall be limited to mother, father, spouse, children, grandparents, grandchildren, siblings, mother, father, and brothers and sisters-in-law.

Section Three – Military Leave

- 3.1 Faculty members covered by this agreement who, as members of the New York State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active service will be compensated by the College. Compensation for such periods shall be an amount equal to the difference between the employee's pay at the time he/she enters on such active service for his/her regularly scheduled hours of work and his/her military pay provided his/her military pay is less than the faculty member's regular compensation for up to thirty (30) days of such required military duty in each calendar year of his/her employment.
- 3.2 Faculty members shall notify the Human Resources Office as far in advance as possible of required military assignments and not later than the work day following receipt of official notice of such assignments.
- 3.3 It will be the responsibility of each faculty member to present the Human Resources Office with an official record of the time spent for claimed period of active service.
- 3.4 No faculty member will be required to apply his/her vacation or personal days to any period of mandatory military service.

Section Four – Unpaid Leaves of Absence

- 4.1 A leave of absence of one (1) semester or one (1) year may be granted for advanced study, research, or holding a temporary appointment which will enhance the professional training and/or experience of the faculty member and increase his/her service to the College. Written application and approval by the

appropriate vice president is required. During the leave of absence, seniority will continue to accrue and the faculty member shall accumulate credit toward tenure, promotion, sabbatical leave, sick leave, and salary increases. Fringe benefits will continue to be paid by the College. If the leave of absence is extended beyond one year, seniority shall not accrue and benefits shall not be retained for that year.

- 4.2 A leave of absence of one (1) semester or one (1) academic year may be granted for other reasons upon written application and approval by the vice president. Seniority shall not accrue and fringe benefits shall not be paid by the College for that year.

4.3 Parental Leaves

- A. Parental leave in the case of a new born or newly adopted child shall be granted for up to one year. Applications shall be submitted to the President as far in advance as possible of the requested effective date of leave. During the parental leave, health insurance and dental coverage will continue to be paid by the College if the faculty member files a statement of intention to return for a period of one year after the leave.
- B. The accrual of seniority and other benefits and privileges shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and will be treated as such under the College sick leave plan. Certification by the faculty member's physician that such leave is due to medical disability is required.

Section Five – Sabbatical Leave

- 5.1 Sabbatical leaves for professional development shall be granted to members of the full-time faculty who meet the requirements set forth herein. The goal of such leave is to increase the value of the individual to the College.
- 5.2 Sabbatical leaves may be granted for travel, study, formal education, research, writing, or other experience of professional value.
- 5.3 Members of the professional staff who have completed at least six (6) years of service with the College or six (6) years since a previous sabbatical shall be eligible for a sabbatical leave. In computing years of service for this purpose, unpaid leaves of absence as defined under Article XVI, Section 4.2 and periods of part-time service shall not be included.

- 5.4 Sabbatical leaves may be granted for periods of one (1) academic year at rates not to exceed one-half salary or for periods of one-half academic year at rates not to exceed full salary. Members of the faculty on sabbatical leave may, with prior approval of the President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purpose of their leaves. Any faculty member on sabbatical leave shall retain all accrued and continuing benefits during the period of leave.
- 5.5 Applications for sabbatical leaves shall be submitted to the President as far in advance as possible of the requested effective date of leave, but in no event later than December 1st of the academic year preceding the sabbatical unless such requirement is waived by the President. The President shall forward all applications received on or before December 1 to the College Sabbatical Leave Committee.

Each application shall include a statement outlining the program to be followed while the person is on leave and a statement of intention to return as a full-time faculty member. Upon a faculty member's return, a written resume of the sabbatical leave shall be placed on file with the President.

- 5.6 The number of sabbaticals shall not exceed four (4) annually. The College Sabbatical Leave Committee shall recommend no more than four (4) names to the President. The committee will consist of three (3) faculty members appointed by the Faculty Association President and two (2) administrators appointed by the President of the College.

The President may convene a meeting with the committee to discuss its original recommendations not later than ten (10) working days after receiving the committee's original recommendations. The committee shall forward its final recommendations to the President not later than ten (10) working days after the meeting with the President.

The committee will use the following criteria in making its recommendations:

- A. The benefit of the sabbatical proposal to the College,
 - B. The quality of the proposed sabbatical activity,
 - C. The professional value of the sabbatical to the faculty member.
- 5.7 Upon receiving the final recommendations of the committee, the President shall forward his/her recommendations, taken from the final recommendations of the committee, to the Board of Trustees. Any applicant denied a sabbatical leave by

the Board of Trustees shall be notified in writing of such denial. Normally, announcement of sabbaticals will be made by April 1.

During the absence of faculty members on sabbatical, the President shall make appropriate arrangements for carrying on activities of the College with due regard to established workloads or other members of the faculty. Faculty members on sabbatical leave shall not be required to contribute toward the salaries of their substitutes.

- 5.8 The Board reserves the right to rescind a sabbatical leave prior to the commencement of the leave in the event of a clear emergency which might impair the College program.
- 5.9 A faculty member who is granted a sabbatical will sign a promissory note which states that if he/she fails to return to the College and complete one (1) year of full service after completion of the sabbatical, he/she must repay the full amount of money received while on sabbatical. Exceptions may be made provided the administration believes such exceptions to be in the best interests of the College.

Section Six – Instructor Exchange Policy

- 6.1 When an exchange of faculty with other institutions is clearly seen to enhance the professional training or experience of the faculty member and increase his/her future service to the College and when there is no danger to the College program or divisional programs, such an exchange will be given consideration by the President and the Board.
- 6.2 If any faculty member desires to make an exchange, the sole responsibility for arrangements shall rest with him/her. Furthermore, final permission and approval shall rest with the President and the Board.

Section Seven – NYS Paid Family Leave

The college will “opt-in” to the New York State Paid Family Leave program at the first available opportunity after the ratification date of this contract and no later than June 1, 2024, pending an affirmative vote by the faculty. Voting will take place no later than March 1, 2024.

Article XVII – Faculty Development Fund; Faculty Award for Excellence

Section One – Faculty Development Fund

1.1 The Program – A faculty development fund will be administered by a committee comprised of three (3) faculty members approved by the Faculty Association President and two (2) administrators appointed by the President. This committee shall elect a chair, review all applications, and make recommendations to the President to grant funds for:

- A. Research or curriculum development - Stipends normally ranging from \$500 – \$2,750 will be granted for approved projects upon successful completion.
- B. Graduate Courses – Tuition for graduate courses upon verification of successful completion of the course(s).
- C. Course load reduction – The College will charge the fund at the minimum instructor overload salary rate. Course load reductions will not be granted to light-loaded faculty.
- D. Seminars/Conferences – Attendance at seminars/conferences which cannot be funded by division travel budgets.

1.2 General Information

- A. In the case of excess applications for faculty development grants in a given semester/term, priority will be established on the basis of criteria outlined in Article XVII, Section 1.4. When applications for consecutive semesters exceed the number of faculty grants awarded, all proposals will be judged each semester based on Article XVII, Section 1.4.
- B. Non-teaching faculty members may receive time from regular working hours to pursue graduate work on the same basis as teaching faculty provided that facilities and programs are at all necessary times adequately staffed.
- C. Allocation:

Maximum Available	2023-27
Fall	\$20,000

Spring	20,000
Summer	10,000

1. In the event that total funding allocated to the fall semester for faculty development grants is not exhausted through recommendations of the committee and action by the President, the remainder shall be carried over to the spring semester.
 2. In the event that total funding allocated to the spring semester for faculty development grants is not exhausted through recommendations of the committee and action by the President, the remainder shall be carried over to the summer term.
- D. The College reserves the right to deny a faculty development grant if the Faculty Development Committee or the President determines a faculty development proposal not to be of high standard, or in the event of a clear emergency which might impair the College program.

1.3 Application Procedure

- A. Persons desiring faculty development funds (FDF) must complete the standardized FDF application form and forward it to the Faculty Development Committee.
- B. Deadlines are as follows:

Semester/Term	Application Deadline	Notification Deadline
Spring Semester	November 1	December 15
Summer Term	March 1	April 15
Fall Semester	May 1	July 15

1.4 Review Criteria – The Faculty Development Committee will use the following criteria when reviewing merits of applications:

- A. benefit of the proposal to the College,
- B. quality of the proposed activity,
- C. professional value of the proposal to the faculty member, and
- D. completion of faculty development projects previously granted.

Section Two – Faculty Award for Excellence

After five (5) years in rank, full professors who have consistently maintained excellence in teaching/professional service and are recognized for outstanding contributions to the College will be eligible for an Award for Excellence. Awards become effective upon selection by the President. Each contract year three (3) awards may be granted and the following amount will be added to the base pay of each recipient:

2023-2027
\$1,500

Article XVIII – Miscellaneous Provisions

Section One – College Calendar

The Association shall select a representative to serve a one-year term for the purpose of meeting with the administration and a student representative to discuss future college calendars. Proposed major calendar changes shall be submitted to the faculty for its approval. Final approval will be by the Board on recommendation by the President.

Section Two – Prior Consultations on Administrative Positions

In the event of a vacancy in the administration (as defined in Article I, Section 8) or when any new professional position is created, a job description containing title, duties, requirements, remuneration, and all other pertinent information about the position shall be circulated among existing faculty members prior to publication elsewhere.

Section Three – Taylor Law

- 3.1 Taylor Law, Section 294-A: “Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.”
- 3.2 Section 204-A: “Within sixty (60) days after the effective date of this act, a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.”

Section Four – Travel Expenses

4.1 **Lodging** will be reimbursed at an appropriate rate approved in advance by the President or appropriate vice president.

4.2 **Meals** – upon presentation of meal receipts to the Business Office, faculty members will be reimbursed up to \$50 (including tips) per day.

4.3 **Meals – Expenses for International Education and Domestic Travel-Study**
–

For purposes of International Education only, faculty members will be reimbursed up to sixty dollars (including tips) per day of the equivalent currency based on the exchange rate in effect forty-five (45) days prior to departure, as determined by the Vice-President of Administration.

For purposes of domestic travel-study courses only, faculty members will be reimbursed up to sixty dollars (including tips) per day.

Faculty members will present receipts to the best of their ability and when available. A detailed listing of expenses is acceptable when receipts cannot be easily obtained.

4.4 **American Plan** – When subsistence rate at conventions and meetings of associations or organizations is in excess of maximum allowable rates, prior approval must be obtained. A voucher for expenses incurred when attending conventions and meetings of organizations shall be supported by a program of literature setting forth opening and closing dates of the convention.

4.5 **Transportation**

A. **Personal car** – The use will be reimbursed at the Internal Revenue Service rate.

B. **Air Travel** – The use of airplane travel may be approved when time is the controlling factor in the dispatch of official business. Where airplane travel is approved, a copy of the ticket must be presented for reimbursement. Expenses will be reimbursed for airport parking and travel to and from the airport via limousine or bus.

4.6 **Tax Exemption** – Certain taxes are not to be charged College personnel. Tax exemption forms are available in the Business Office.

Section Five – C C C Tuition Exemption

Full-time faculty, their spouses, and their dependent children will receive a tuition waiver for the balance of tuition not covered by the New York State Assistance Program. Part-time tuition waiver enrollment will be on a space available basis.

Faculty will receive a tuition waiver for wellness (health/fitness) related noncredit courses on a space available basis.

Section Six – Advantage Faculty Mentors

An application process will be used to choose CCC faculty mentors. The application will be initiated through the Coordinator of the Cayuga Advantage Program and the Division Chairs with final approval by the Provost/Vice President for Academic Affairs. The following Cayuga Advantage Mentor job description will be provided to all approved faculty mentors:

Position Title: Cayuga Advantage Program Faculty Mentor

Duties and Responsibilities:

- Maintains contact with all Cayuga Advantage instructors teaching in the relevant discipline
- Communicates academic expectations and current standards and serves as a communication link
- Ensures curriculum alignment by reviewing syllabi and other course materials and recommending needed enhancements
- Forwards departmental exams and other required instructional materials to Advantage instructors
- Helps to ensure that relevant SUNY policies and NACEP accreditation standards are met
- Observes Cayuga Advantage instructors and completes a Classroom Observation Report
- Submits a copy of the completed Classroom Observation Report to appropriate division chair, Cayuga Advantage instructor and Cayuga Advantage Program Office
- When appropriate, reviews academic transcripts and other credentials submitted for consideration
- Reviews laboratory facilities and other curricular requirements to ensure quality standards are maintained
- Participates in relevant professional development trainings and other activities that support instructors and the Program

Approved CCC Advantage Faculty mentors will be compensated for a maximum amount of time per category of compensation as outlined below. Should a mentor feel it necessary to exceed the maximum number of hours per category in order to fulfill their obligations, the faculty mentor should request additional hours through their individual division chairs with final approval by the Associate Vice President.

of Sections offered in the Discipline Minus Category for Compensation
of those Sections Taught by the Same Instructor

	<u>Category 1</u>
1-5 Sections	10 Hours of Faculty Work Compensated at Rank
	<u>Category 2</u>
6-10 Sections	15 Hours of Faculty Work Compensated at Rank
	<u>Category 3</u>
11-20 Sections	20 Hours of Faculty Work Compensated at Rank
	<u>Category 4</u>
21-30 Sections	30 Hours of Faculty Work Compensated at Rank

For example:

Discipline	Total # of Sections Offered – = # Sections for Compensation	# of Sections of a Course Taught by the Same Instructor	
Mathematics	in 2009-2010 19	– 6	13

(falls into Category 3)

In addition, approved CCC Advantage Faculty Mentors will be reimbursed for travel at the current IRS rate for travel beyond 15 miles one way, or 30 miles round trip.

Section Seven –

The Human Resources Office shall provide each faculty member a letter noting salary, rank, 10/12 month status, teaching/nonteaching status by October 1 of each academic year.

Section Eight –

The position of Athletic Director will be removed from the Faculty Association as of ratification of this agreement.

All future requests or demands proposed by the Administration to remove a position from Faculty Association representation will be communicated, in advance, by the Administration to the Faculty Association. Either party may then request negotiation of the proposal. If negotiations are not successful, the Faculty Association reserves the right to utilize the contractual grievance process.

Section Nine – Full Professor Service Awards

9.1 Faculty appointed to the rank of full professor after Sept. 1, 2023 will be evaluated at each five-year anniversary of appointment. The first two evaluations (years 5 and 10) are mandatory. Subsequent evaluations are optional at the discretion of the faculty member. Faculty who do not exercise their option for such evaluation will wait until the next five-year appointment anniversary before becoming eligible for evaluation again. Upon completion of the evaluation, \$1000 will be added to the faculty member's base salary.

9.2 Faculty appointed to the rank of full professor before Sept. 1, 2023 will have the option, at the faculty member's discretion, to be evaluated at each five-year anniversary of appointment. Upon completion of the evaluation, \$1000 will be added to the faculty member's base salary. Faculty who do not exercise their option for such evaluation will wait until the next five-year appointment anniversary before becoming eligible for evaluation again.

9.3 The criteria for full professor evaluations shall be the same as those in Article XII, Section 2 and Article XII, Section 3 of this agreement.

9.4 The procedures for full professor evaluations shall be the same as those used for Promotion in Article XI, Sections 3, 4, 6, and 7 of this agreement.

9.5 Full professors receiving base salary increases will not be eligible for contractual longevity payments in the year that the base salary increase is received.

9.6 Faculty who have completed five years of service at the rank of full professor by Sept. 1, 2023 shall be eligible for the Full Professor Service Award during the 2023-2024 academic year. Restrictions on committee service in Article XI, Section 4.1 and Section 6.1.C shall be suspended for faculty applying for the Full Professor Service Award during the 2023-2024 academic year.

9.7 Faculty who have completed five years of service at the rank of full professor by Sept. 1, 2023 shall have Sept. 1, 2023 as the anniversary date for all subsequent applications for the Full Professor Service Award after the 2023-2024 academic year.

Appendix A

Designation and Payroll Deduction Authorization

Name:

Last Name	First	Middle Initial	Division
-----------	-------	----------------	----------

Address:

Box or	Town	County	State	Zip Code
--------	------	--------	-------	----------

To: The Board of Trustees of Cayuga County Community College
Auburn, NY 13021

I, hereby, request and authorize you, according to arrangements agreed upon and certified by the Association, to deduct dues from my salary and transmit the same to the Association. I, hereby, waive all right and claim for moneys so deducted and transmitted in accordance with the authorization and relieve the Board and all its officers from any liability therefore. This authority shall be continuous while I am employed in this College or until I withdraw authorization by written notice.

Signature: _____

Title: _____ Date: _____

Appendix B

Cayuga County Community College Grievance Form

(Approved by Faculty and Administration, April 1975)

_____	_____
Name of Grievant	Date Filed

Party of Interest	

A. State of Grievance:

1. Article, Section and/or paragraph being grieved:

2. Date of Incident: _____

3. Persons Involved: _____

4. Description: _____

B. Relief Sought: _____

Signature of Grievant: _____

C. Received by: _____ on _____

D. Record of Attachments:

1. Stage One _____

2. Stage Two _____

3. Stage Three _____

4. Stage Four _____

Appendix C

Cayuga County Community College Workers' Compensation Form

When an employee is injured on the job and meets the Workers' Compensation eligibility requirements, the following two options are available.

PLEASE READ CAREFULLY:

_____ Workers' Compensation Option

- The employee "goes out" on Workers' Compensation retroactive to day one after the seven (7) consecutive calendar day waiting period obligation is met. The employee will deal directly with Workers' Compensation for reimbursement during the disability period. Reimbursement is approximately 67% based on the previous 12 months earnings, and the employee is deactivated from the College payroll during the period of disability.
- Benefits: retirement contributions would cease during disability period, however, all other benefits would be retained and continue to accrue. When reinstatement is made, retirement contributions would be reactivated.

_____ 1/3 X 2/3 College Option

- During the disability period, retroactive to day one after the seven (7) consecutive calendar day waiting period, the employee will receive approximately 2/3's of his/her salary (based on the previous 12 months) directly from the Workers' Compensation Board. The College will pay the employee the difference between the compensation payment and his/her current bi-weekly salary.
- Benefits:
 - Insurance: Health insurance and life insurance will be retained.
 - Sick Leave: Employee will be assessed 1/3 sick leave day for every day absent against his/her accrued sick leave (whereas 2/3 sick leave day will be reimbursed by the Compensation Board), and sick leave would continue to accrue.
 - Vacation Leave: will continue to accrue.
 - Retirement: contribution would be made only on funds received from the College (approximately 1/3 of a day). Workers' Compensation does not contribute to retirement.

- Tax purposes: College moneys received are taxable whereas reimbursement received from Workers' Compensation is not.

Signature: _____ Date: _____

Appendix D

Cayuga Community College – Faculty – Administrative – Exempt – Sick Leave Bank Application	
Name:	Date:
Rank/Position	Starting date of leave:
The Sick Leave Bank is to provide against the economic effects of a long-term illness. Please refer to the appropriate section of your contract/agreement for specific provisions of the Bank. All information submitted herein will remain confidential.	
1. Please explain the reason for applying to the Sick Leave Bank (re: nature of illness/disability) and provide your physician's documentation of illness.	
2. Have you previously applied to the Sick Leave Bank? ____ yes* ____ no * If yes, when: _____ Number of days approved: _____	
3. Please provide the following: (a) Number of work days you expect to be absent: _____ (b) Number of sick leave days accrued in your account as of _____ () (c) Number of Sick Leave Bank days requested: _____ (d) A copy of your vacation/sick leave calendar.	
Applicant Signature:	
Sick Leave Bank Committee _____ approved _____ disapproved Number of days approved _____	
Comments:	
Committee Member's Signature	

Appendix E

Cayuga Community College Faculty Development Fund Application

APPLICANT'S NAME

FOR FDF USE ONLY

Last	First	MI	Date Received
------	-------	----	---------------

DEPARTMENT

RANK

Previously
Applied?

☐ Yes ☐ No

FDF Request
Period

From ____ to ____

If yes,

date _____

Received _____

Amount

PROJECT TITLE

FDF FUNDS REQUESTED

PROJECT SITE

☐ On

Campus

☐ Off

Campus

☐ Both

If off campus, where? _____

1. Brief description of proposed project.

2. Proposed budget

A. Stipend

B. Tuition (cost per credit hour)

C. Travel (food, lodging, etc. – explain)

D. Supplies (explain)

E. Equipment (explain)

F. Miscellaneous (explain)

TOTAL FDF Funds Requested

\$

3. Project proposal

Provide a detailed description of the proposed project (maximum of two double-spaced pages) arranging your responses as follows:

- A. Essence of the proposed project
- B. Benefit of proposal to the College
- C. Professional value of project to you
- D. Future plans for continuation or expansion of project

Applicant's Signature

4. Recommendation of Division Chair/Supervisor

A. I support the proposed project:

- 1) Strongly ☐
- 2) Reservations ☐ Please Explain

B. The proposed project is beneficial to this department because:

C. The proposed project is beneficial to the applicant, as a member of this department, because:

--

D The division agrees to support the proposed project in these ways:

--

Division Chair/Supervisor Signature

RETURN TO OFFICE OF ACADEMIC VICE PRESIDENT

Appendix F

Program Coordinator

GENERAL FUNCTIONS:

Coordinates a degree program, degree option, or degree concentration within a School. Mentors students in specific program areas. Supports the School's student recruitment and retention efforts.

DUTIES:

As appropriate, duties may include:

1. Develops yearly plan, in conjunction with Division Chair/Assistant Division Chair, for the development and advancement of the Coordinator's degree program, degree option, or degree concentration.
2. Mentors students in specified program areas (degree, option, or concentration). Mentoring may include:
 - Outreach to new students via email, phone call, or letter
 - Outreach events during the semester
 - Holding degree planning workshops
 - Holding transfer planning workshops
 - Assisting students with job interview or college admissions interview preparation
 - Periodic contact each semester with students in the degree area via email, phone call, letter, or personal meetings
 - Advising students in a specific degree area
3. Participates in School and general college student orientations as assigned by Division Chair.
4. When appropriate, works with the program coordinator counterpart on each campus regarding the consistency of the program, option, or concentration.
5. Develops and maintains relationships with high school faculty in similar or relevant disciplines for the purposes of recruitment and placement.
6. Develops and maintains relationships with college faculty at 4-year institutions in similar or relevant disciplines for the purposes of development and maintenance of articulation and transfer agreements.
7. For A.A.S. and other relevant programs, develops and maintains contacts with local employers and assists the Division Chair with organizing the annual Advisory Committee meeting.

8. Assists the Division Chair/Assistant Division Chair with curriculum revision and development.
9. Attends Program Coordinators' meetings as scheduled by Division Chairs.

Time Frame of Activity: Fall, Spring and Summer

Compensation Provided: The equivalent of a 1-3 credit stipend each fall, spring, and/or summer as determined by the division chair upon appointment

Eligibility: Full-time faculty with membership in the discipline or the academic division in which the program, option, or concentration resides.

Appointment: Coordinators are appointed by the Division Chair

Term: One year term renewable up to three consecutive years. If no other full-time faculty are available after three years, the term may be renewed yearly until another faculty member is available.

Evaluation: The program coordinator, division chair and assistant division chair will meet at the beginning and end of each academic year for setting goals and objectives and for assessment. They program coordinator, division chair and assistant division chair will also meet periodically throughout the academic year and summer as needed.

Appendix G

Assistant Division Chair

GENERAL FUNCTIONS:

The Assistant Division Chair assists with Division Chair responsibilities, as outlined in the Faculty Contract at the campus location that is not the home campus location of the Division Chair.

Assistant Division Chairs may also serve as Program Coordinators. The Assistant Division Chair responsibilities on their home campus location may include:

1. Approval of course waivers and substitutions.
2. Assisting the division chair in developing the schedule of course offerings
3. Assisting the division chair in the development of the annual divisional plan and budget request and monitoring expenditure of the budget in accordance with College policies and procedures
4. Assisting the division chair in supervising the storage, operation, and maintenance of facilities and equipment supporting divisional programs
5. Conducting periodic meetings of divisional faculty to discuss issues relevant to the academic and operational functions of the assistant division chair's home campus location.
6. Recommendation, evaluation, supervision, and support of adjunct faculty.
7. Classroom observations on home campus for term renewals, continuing appointments, and promotions as per the faculty collective bargaining agreement.
8. Other related duties as assigned by the Division Chair

Time Frame of Activity: Fall, Spring, and Summer

Compensation Provided: Compensation as provided per Faculty Contract

Eligibility: Full-time teaching faculty with membership in an academic division.

Appointment: Assistant Division Chairs are appointed by the Provost/Vice-President of Academic Affairs in consultation with the Division Chair

Term: One-year term renewable up to three consecutive years. If no other full-time faculty are available after three years, the term may be renewed yearly until another faculty member is available.

Evaluation: The assistant division chair and division chair will meet at the beginning and end of each academic year for setting goals and objectives and for assessment. The assistant division chair and division chair will also meet periodically throughout the academic year and summer as needed.

The terms of this Memorandum of Agreement shall be binding unless changed through mutual bargaining.

Signed: _____
Eric Zizza, President
CCC Faculty Association

Signed: _____
Brian Durant, President
Cayuga Community College

Date: _____

Date: _____

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