

AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF
SUNY ADIRONDACK
AND
THE FACULTY ASSOCIATION
OF
ADIRONDACK COMMUNITY COLLEGE
SEPTEMBER 1, 2020 thru AUGUST 31, 2025

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Under the provisions of Chapter 392 of the Laws of 1967 of the State of New York, and to encourage effective and harmonious working relationships between the Board of Trustees operating through its administrative staff and the professional instructional employees of the College represented by the Faculty Association of Adirondack Community College, and to enable these members of the Faculty Association more fully to participate in, and to contribute to the development of policy recommendations for the College so that the cause of public higher education may best be served in Washington and Warren Counties, this AGREEMENT is made this 26th day of January 2023 by and between the BOARD OF TRUSTEES OF SUNY ADIRONDACK (hereinafter referred to as the "College," "Board," or "Employer"), and the FACULTY ASSOCIATION OF ADIRONDACK COMMUNITY COLLEGE (hereinafter referred to as the "Association"), subject to the approval and ratification of the Board of Supervisors of Warren County, the Board of Supervisors of Washington County, and the parties hereto.

ARTICLE I
TERM

This Agreement shall be in effect as of September 1, 2020 and shall remain in effect until August 31, 2025 inclusive of each date, and shall continue in effect thereafter unless either party shall notify the other, in writing, of a desire to terminate, amend or modify the same on or before November 15, 2024 or November 15 of any subsequent year.

ARTICLE II
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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III
RECOGNITION

The Board recognizes the Association as the exclusive negotiating agent for all full-time employees of the College in the academic rank of Instructor, Assistant Professor, Associate Professor, Professor, Distinguished Professor, part-time employees entitled Special Adjunct, full-time non-credit faculty, Athletic Trainer and adjuncts that are scheduled to teach at least one three-credit course in a semester, excluding adjuncts that are scheduled to teach less than one three-credit course in a semester, Part-Time Librarians, Clinical Instructors, Non-Faculty Coaches, Technicians, Tutors, Lab Assistants, Lab Supervisors, Lab Coordinators, Radio Manager, Private Music Instructors, confidential employees, managerial employees and all other employees, for the purposes of negotiations regarding the terms and conditions of employment and in the settlement of grievances and for all lawful purposes under the laws of the State of New York. This recognition shall extend for the maximum period of unchallenged representation status authorized by law.

ARTICLE IV
DEFINITIONS

As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. Academic Year - shall begin no earlier than September 1 and end no later than June 30. Normally the academic year shall run from the first day after Labor Day through Graduation Day. In the event of an emergency which necessitates the closing of the school during the normal academic year any time lost may be made up prior to June 30 (except during the period December 25 through January 1).
2. Administration - The professional non-bargaining unit of administrative personnel of Adirondack Community College.
3. Association - The Faculty Association of Adirondack Community College.
4. Board - The Board of Trustees of Adirondack Community College.
5. College - Adirondack Community College.
6. Continuing Appointment - A full-time appointment to a position of Technical Instructor, Assistant Instructor, Instructor, Assistant Professor, Associate Professor, Professor and Distinguished Professor for an indefinite period, which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with this contract.
7. The Vice President for Academic Affairs - The Vice President for Academic Affairs of Adirondack Community College.
8. The Vice President for Administrative Services - The Vice President for Administrative Services of Adirondack Community College.
9. Library Chair - The Supervisor in charge of the library of Adirondack Community College.
10. Employee - Faculty Member and Full-Time, Non-Credit Faculty Member.
11. Employer - Adirondack Community College representing the Boards of Supervisors of Warren and Washington Counties.

12. Faculty Member - All full-time Faculty Members, with the following ranks: Distinguished Professor, Professor, Associate Professor, Assistant Professor, Instructor, Assistant Instructor and Technical Instructor and Special Adjunct Faculty employed by the College on a term contract, temporary contract or continuing contract for the academic year.
13. Fiscal Year - The fiscal year of Adirondack Community College, from September 1 through August 31.
14. Full-Time, Non-Credit Faculty - The College hereby recognizes the Faculty Association of Adirondack Community College as the bargaining agent for all full-time non-credit faculty. The stipulations for this recognition are:
 - a. Full-time, non-credit faculty will be hired on a yearly basis which does not have to comply with either the Academic Year or the Fiscal Year.
 - b. Full-time, non-credit faculty will not be eligible to be hired on Continuing Appointment.
 - c. Full-time, non-credit faculty will not be a Faculty Member as defined on Page 3 of the contract.
 - d. The appointment of full-time, non-credit faculty will be based upon the recommendation of the Vice President for Academic Affairs.
 - e. Non-credit faculty will not be promotable.
 - f. Employee travel provisions of the contract will apply to non-credit faculty.
 - g. The term contract of the non-credit faculty will be for one year or the duration of the program involved at the discretion of the College.
 - h. The workload of the non-credit faculty will be the responsibility of the Vice President for Academic Affairs.
 - i. Class-size provisions of the contract shall not apply to these employees.
 - j. Non-credit faculty will be eligible for the benefits in Article XVII of the contract as well as Sick Leave, Administrative Holidays, and Pay Increases based on negotiated contracts.
 - k. Non-credit faculty will have access to the Grievance Procedure.
15. Instructional Faculty Member (hereafter referred to as IFM) - a Faculty Member who reports to a Division Chair.

16. Instructional Library Services Faculty Member (hereafter referred to as ILSFM) - a Faculty Member who reports to the Library Chair.
17. Instructional Student Services Faculty Member (hereafter referred to as ISSFM) - a Faculty Member who reports to the Counseling Chair.
18. Parties - The Board of Trustees of SUNY Adirondack and the Faculty Association of Adirondack Community College.
19. Personnel Policies - The Adirondack Community College Personnel Policies.
20. President - The President of Adirondack Community College.
21. Supervisor - as follows:
 - a. Division Chairs and Library Chair report to the Vice President for Academic Affairs.
 - b. ISSFM report to the Counseling Chair.
 - c. ILSFM report to the Library Chair.
 - d. Full-time non-credit faculty report to the Vice President for Academic Affairs.
22. Temporary Contract - An employment contract for a non-continuing contract position. The contract is for a specified period of time not to exceed one (1) full academic year. Any service as a temporary full-time Employee, regardless of length of service, will not constitute continuing contract appointment.
23. Term Contract - An employment contract for a specified period of time not to exceed one (1) full academic year.

ARTICLE V
MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Board, on their own and in behalf of the sponsoring Boards of Supervisors and the State University of New York, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon it and vested in it by law and regulation, except as limited by the express terms of this Agreement.

ARTICLE VI
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Dues Deduction

1. The College shall deduct from salary payments membership dues as certified by the Association and authorized in writing by the individual members of the Association and filed with the Vice President for Administrative Services.
2. The Association shall certify annually, no later than August 15th, the amount of the dues to be deducted.
3. Payroll deductions of dues can be added only for those employees covered by this Agreement whose continuing authorization is not on file on August 15, and who file proper authorization with the Vice President for Administrative Services no later than the second pay day in October. Such deductions shall begin with the first pay day in November.
4. An Employee may withdraw his/her dues deduction authorization at any time by written notice to the Treasurer of the Association, who will forward a duplicate copy of the written notice to the Vice President for Administrative Services. Notification shall occur on or before the first regularly scheduled pay date preceding the pay date the change is to be effected. The authorization once revoked may not be reinstated prior to the next August 15. The Association agrees to indemnify and hold the College harmless in the event that the Association fails to notify the College as required by the paragraph.
5. Dues deductions shall be made in 22 consecutive pay periods (18 consecutive pay periods beginning with the first pay date in November for those added before the second pay day in October) beginning with the first pay date in September and shall be remitted to the Treasurer of the Association on or before the tenth (10th) of the month following the month in which the dues were collected.

B. Renegotiation Procedure

1. At least six (6) months prior to the expiration of this Agreement, both parties shall meet to begin substantive negotiations for the subsequent year's Agreement. All meetings shall be at a time and in a place agreeable to both parties.
2. Those included in the negotiations shall be members of the teams, the groups they represent, and those serving as appropriate advisers.

3. While no formal agreement shall be executed without ratification by the Association, the Board, and the Boards of Supervisors of Warren and Washington Counties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and make compromises in the course of negotiating.
 4. When the negotiating teams reach a final total agreement, it shall be submitted to the Association and the Board and such submission together with accompanying recommendations for adoption will be supported by the negotiating teams of the respective parties hereto. After adoption by the parties, each shall continue to support the Agreement before the Boards of Supervisors of Warren and Washington Counties.
 5. After public recommendations by a fact finder, both parties may release information on negotiations to the news media. Prior to this time, in the interests of good faith negotiations, this information shall be kept confidential to and by the members of the teams and the groups they represent.
- C. Copies of the Agreement, when completely ratified, shall be made available by the College for distribution to each faculty member covered by this Agreement. Upon request, twenty-five (25) copies shall be made available to the President of the Association.

ARTICLE VII
ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY

A. Academic Freedom

Employees are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties and subject to an arrangement with the administration where college facilities or contract responsibilities are involved.

The Employees are entitled to freedom in the classroom in discussing their subject, but they shall not introduce or cause to be introduced into their teaching controversial matter which has no relation to their subject. This freedom shall apply to the Employees' recommendations of library books and textbooks within their discipline.

The Employees are citizens, members of a learned profession, and members of an educational institution. When they speak or write as citizens they shall be free from institutional censorship or discipline.

As persons of learning and as college employees, they shall remember that the public may judge their profession and their institution by their utterances. Hence they shall indicate that they are not institutional spokespersons.

The counseling relationship and information resulting from working in a professional relationship with students shall be kept confidential but with appropriate regard to the "Freedom of Information" law of this State.

B. Professional Responsibility

The concept of academic freedom must be accompanied by an equally demanding concept of professional responsibility. Institutions of higher education are committed to open and rational discussion as a principle means for the clarification of issues and the solution of problems.

It is incumbent upon each member of the academic community to be acquainted with his/her individual responsibilities as delineated by appropriate institutional statements. The primary responsibility of the faculty member is educating, which includes instruction, academic advising, curriculum planning and development, committee work, and student life activities relating to the educational process.

Additionally, it is the responsibility of all members of the academic community to attempt, honestly and in good faith, to preserve and defend the institution, its personnel, the goals it espouses, without restricting the right to advocate change.

The personal life of a member of the academic community is not within the appropriate concern of the College except in such instances when the same is a detriment to the performance of his/her duties or brings opprobrium upon the institution. The use of physical force, psychological harassment, or other disruptive acts which interfere with institutional activities, freedom of movement on the campus, or freedom of all members of the academic community to pursue their rightful goals, is the antithesis of academic freedom and responsibility. So also are acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer, and to pursue research.

A Faculty Member involved in extra-curricular activities such as the yearbook, newspaper, dramatics, cultural affairs or student organizations is contributing to the educational development of his/her students, and as such, is entitled to freedom from unwarranted and capricious controls in the direction and supervision of these activities. As an advisor, he/she shall be entitled within the guidelines established as provided herein to hold and express any view or opinion not contrary to law involving, but not limited to, social, economic, political, artistic and educational issues related to the activity he/she is supervising.

ARTICLE VIII
APPOINTMENTS

A. Appointments

Appointments to positions covered by this Agreement shall be at the discretion of the President. In making the appointment, the President shall consider the recommendation(s) of the division in which the appointment is to be made and the recommendation(s) of the Vice President for Academic Affairs.

Nothing in this section shall limit the ability of the Board to pay more than the salary based on the approved faculty salary schedule.

B. Determination of Rank or Classification

1. The rank of new faculty shall be determined as follows:
 - a. New faculty will be given rank and will be placed on a salary according to educational background and experience.
 - b. An earned master's degree or equivalent in the subject for which the appointment is to be made shall be the prerequisite for all appointments as instructor. Professional certificates in his/her educational field which require a baccalaureate degree as a prerequisite may be accepted in lieu of a master's degree.
 - c. Upon initial employment, an evaluation of prior experience will be written and maintained in the individual's personnel file.
 - d. Initial appointment as Assistant Professor shall be contingent upon:
 - i) An earned master's degree in the subject or a professional certificate in his/her educational field which requires a baccalaureate degree as a prerequisite; and
 - ii) Nine semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area. Germane current full-time experience in industry, a profession or business may be considered; and
 - iii) Four years of college experience or equivalent professional experience in his/her subject area, such as high school teaching, or work experience, or a terminal degree. Generally, two or more years of such full-time, equivalent professional experience shall be counted as one year of college experience.

- e. Initial employment as an Associate Professor shall be contingent upon a minimum of 18 graduate semester hours in addition to the master's degree and directly related to his/her educational field and a minimum of nine years of college experience.
- f. Initial appointment at the rank of Professor shall not be made other than as an exception by the Board.
- g. Generally, in computing years of educational experience, full semesters of full-time experience shall count. However, appropriate part-time experience may be considered and evaluated.
- h. For purposes of this section, graduate credits in addition to the master's degree shall be those not also taught at the undergraduate level and shall be in addition to an earned master's degree (in contradistinction to the professional certificate as in a, b above).
- i. The criteria stated above are generally to be considered minimum requirements, but other criteria in lieu of or supplementing those here stated may also be considered.

C. Procedure for the Employment of New Employees

- 1. It is the responsibility of the President to recommend employment of Employees.
- 2. It is the responsibility of the Vice President for Academic Affairs to recommend employment of IFM, ISSFM, ILSFM and full-time, non-credit faculty to the President.
- 3. The following procedures will be followed in the selection of Employees covered by this Agreement:
 - a. When an Employee is to be initially employed on a term contract, the Associate Vice President of Human Resources is responsible for soliciting candidates. They obtain applications, confidential references and other data on which employment judgments can be based and during the selection process makes these available for perusal in the Human Resources Office to:
 - i) The Vice President for Academic Affairs;
 - ii) The Division Chair, the Library Chair or the Counseling Chair; and
 - iii) Interested members of the appropriate division or category.

- b. Applications and any supporting documents shall be the responsibility of the Associate Vice President of Human Resources.
 - c. The integrity of the confidential documents shall be maintained by all who are granted access to them.
 - d. The President, the Vice President for Academic Affairs, the Library Chair, the Counseling Chair and the Division Chair as appropriate, shall consider the recommendations of all persons involved in the selection process.
 - e. The Vice President for Academic Affairs then recommends one or more candidates to the President.
4. Nothing stated herein shall limit the authority and responsibility of the President to appoint new employees although, in general, the President will follow the procedures outlined above.

ARTICLE IX
PROMOTION, CRITERIA AND PROCEDURES

A. Promotions - Criteria

1. The following are general criteria for Promotions:
- a. Generally, in computing years of teaching experience, full semesters of full-time teaching shall count. However, appropriate part-time teaching may be considered and evaluated.
 - b. For purposes of this section, graduate credits in addition to the master's degree shall be those not also taught at the undergraduate level and shall be in addition to an earned master's degree (in contradistinction to the professional certificate as in Article VIII, B, 1, b.).
 - c. At any time prior to them applying for promotion, a Faculty Member may request an evaluation of their previous germane experience. The request shall be made to the Vice President for Academic Affairs through their Division Chair or Supervisor. The Vice President for Academic Affairs shall consult with the Division Chair or Supervisor and a recommended evaluation of the previous experience shall be prepared and a copy given to the Faculty Member. A copy will also be included in the Faculty Member's personnel file.
 - d. As a general guideline, one year of full-time professional teaching experience will be equated as one year of college teaching experience if germane to the discipline taught at the College up to a maximum of one-third of the minimum experience requirement for promotion.

2. Faculty Members in the Following Academic Ranks

An earned master's degree and the following criteria are to be considered minimum requirements.

- a. Promotion from Instructor to Assistant Professor:
 - i) Four years of college experience and nine semester hours of graduate work in addition to the master's degree and directly related to the candidate's educational area; or
 - ii) Five years of full-time college experience. Germane current full-time experience in industry, a profession or business may also be considered.
 - iii) Other criteria in lieu of or supplanting these here stated (excluding years of college experience) may also be considered.

- b. Promotion from Assistant Professor to Associate Professor:
 - i) Nine years of college experience with at least three years of it at this College and eighteen semester hours of graduate work in addition to the master's degree and directly related to the candidate's educational area.
 - ii) Other criteria in lieu of or supplanting these here stated (excluding years of college experience) may also be considered.

- c. Promotion from Associate Professor to Professor:
 - i) Fifteen years of college experience, at least five years of it at this College, and an earned doctorate in the field or a related field or terminal degree in the field of study; or
 - ii) Seventeen years of college experience, at least eight years of it at this College, and an earned master's degree in the field or a related field and at least 36 semester hours of graduate work in addition to the master's degree, and participation in an evaluation procedure which will include all of the following each year of the two-year period:
 - (1) Classroom observations by the Vice President for Academic Affairs and the Division Chair.
 - (2) Peer evaluations by members of the Division.

- (3) Student evaluations, administered by the Division Chairs and approved by the Association and the Board. In order to be considered for promotion to Professor using this criterion, the Faculty Member will have a total average score of 38 or higher on questions 1 through 15 of the teaching evaluation instrument.
- iii) Other criteria in lieu of or supplanting these here stated (excluding years of college experience) may also be considered.
- iv) For ISSFM
 - (1) Peer evaluation from members of the bargaining unit with feedback given to the Counseling Chair.
 - (2) The Counseling Chair observations (2) and written evaluation.
 - (3) ISSFM will have surveys of students (survey document approved by both the Association and the College), in their areas of professional responsibilities, administered to 50 students between September 1 and February 1 of the same academic year.
- v) For ILSFM
 - (1) Peer evaluation from members of the bargaining unit with feedback given to the Library Chair.
 - (2) The Library Chair observations (2) and written evaluation.
 - (3) ILSFM will have surveys of students (survey document approved by both the Association and the College), in their areas of professional responsibilities, administered to students.

3. Distinguished Professors

- a. A Distinguished Professor rank has been established. Full Professors who meet the following criteria will be eligible for promotion:
 - i) An earned Doctorate or terminal degree; and
 - ii) Twenty years of full-time college teaching experience; and
 - iii) Five years in the full professor rank at Adirondack Community

College; and

- iv) Specific qualities of excellence as determined by a sub-committee of the Faculty Caucus comprised entirely of faculty. The Vice President for Academic Affairs will be an ex-officio member of this sub-committee; and
- v) In order to be considered for promotion to Distinguished Professor, the Faculty Member will have a total average score of 60 or higher on questions 1 through 15 of the teaching evaluation instrument, which is approved by the Association and the President. ISSFM and ILSFM will have surveys of students (survey document approved by both the Association and the College), in their areas of professional responsibilities, administered to students.
- vi) In any year, up to two (2) individuals will be chosen to a maximum of nine (9).

b. The timetable follows:

- i) The Vice President for Academic Affairs shall inform the faculty of the number of openings for Distinguished Professor and the time table for requesting student evaluations by October 1st.
- ii) Student evaluations shall be administered after November 15, but no later than the first full week of December
- iii) Evaluations should be returned by February 1.
- iv) The PCCA Committee will make its recommendations to the President by April 1.

c. A full Professor who is chosen as a Distinguished Professor will have \$1,200 added to his/her base salary in the following academic year.

B. Promotions - Procedures

1. A Faculty Member may request consideration for promotion no later than February 1 of the calendar year in which the promotion shall take effect. The Faculty Member's immediate supervisor may also initiate these procedures before February 1. In either case, the Faculty Member shall submit two (2) copies of the Biographical Data form: one to their immediate supervisor and one to the Promotions, Continuing Contract and Appointments Committee (PCCA) no later than February 1.
2. Before March 1, the Division Chair or Supervisor shall forward to the Vice President for Academic Affairs their written recommendation and the consensus

of the members of that Division/Unit with a copy to the PCCA Committee. They shall notify the Faculty Member in writing that this has been done. However, any individual who has submitted a recommendation to the Division Chair or Supervisor may, at their option, submit copies also to the PCCA Committee and to the Vice President for Academic Affairs.

3. The PCCA Committee shall forward its written recommendations to the Vice President for Academic Affairs before April 1, and shall notify the Employee in writing that this has been done.
4. Before May 1, the Vice President for Academic Affairs shall forward their recommendation to the President, together with the aforementioned documents.
5. The President will consider the recommendation of both the PCCA Committee and the Vice President for Academic Affairs prior to taking final action on all promotional requests.
6. The President shall inform the Faculty Member of their decision by May 1.
7. Promotions shall take effect at the beginning of the following academic year.
8. Notice of a promotion shall be given to a Faculty Member who is promoted before release to the news media.
9. Before the release of a formal notice of a vacancy or a new position in the professional staff is made, a copy shall be posted on the bulletin board next to the faculty mailboxes in each building and a copy placed in the Association President's mailbox.

ARTICLE X
EMPLOYEE TRAVEL

A. Professional Growth

It is the responsibility of each Employee who works with students to maintain and to improve their professional growth. To this end, the College subsidizes participation in professional meetings, workshops and appropriate conferences. In addition, the College encourages the Employee to suggest and to recommend to the Vice President for Academic Affairs through the appropriate Supervisor, guest lecturers, in-service seminars on campus, and other means to support professional growth. Where the resources of the College will permit, the appropriate Vice President will request necessary and reasonable support from the President who shall make the final decision.

B. Field Trips

In determining their educational soundness and practicability, field trips require the prior approval of the Division Chair or Supervisor, and the Vice President for Academic Affairs. When a College vehicle is not available, the Employee may use their own car and the College will reimburse him/her at the mileage rate provided in Paragraph "C" hereof.

C. Off-Campus Assignments

Employees who have scheduled College duties mandating travel by private vehicle to an off-campus facility will be reimbursed at the same mileage rate as the highest of Warren or Washington Counties. The effective date of change of rate shall be September 1 and/or February 1. Reimbursement will be made for the actual extra miles of distance beyond the necessary travel which would have been required had the assignment been on campus. Proper documentation and forms will be submitted on a monthly basis. Payment will be made monthly. The College will provide the necessary forms and will determine the nature of the necessary documentation.

D. Reimbursement

When properly authorized and approved by the appropriate Supervisor or Division Chair and the Vice President for Academic Affairs and the President, the necessary and reasonable expenses at professional meetings, conferences and workshops will be reimbursed by the College. For authorized field trips, only mileage will be reimbursed unless such a field trip extends overnight. Reimbursement shall be made by the College when proper receipts and a copy of the Request for Travel Authorization bearing the approvals as indicated above are submitted to the Vice President for Administrative Services through the appropriate Supervisor or Division Chair and the Vice President for Academic Affairs and the President. The Request for Travel Authorization lists the receipts required.

ARTICLE XI
EMPLOYMENT CONTRACTS

A. Appointments

1. Effective with new employees hired as of September 1, 1999, appointments of full-time Faculty Members shall normally be of a single academic year on a term contract for the first four (4) years of service. The fifth contract issued by the College after four (4) full regular academic years of continuous service shall be a continuing contract. Temporary full-time Faculty Members and Special Adjuncts employed as of September 1, 1998, with no break in service, shall not be affected by this provision.

2. The College may appoint a Faculty Member on a temporary contract in the event that:
 - a) A vacancy occurs in a funded full-time position and there is no time to properly perform a search or the search does not generate a satisfactory candidate;

 - b) A vacancy occurs due to a Faculty Member being on approved leave for a specific period of time; or

 - c) An unanticipated full-time vacancy occurs due to enrollment or program demand.

Any service as a temporary full-time Faculty Member, regardless of length, does not constitute a continuing contract appointment. However, a Faculty Member who is appointed to a full-time term contract following service on temporary contract will receive credit towards continuing contract as follows:

<u>Temporary Full-Time Service</u>	<u>Number Year/s Credit</u>
1 year	1
2 years	1
3 years	2

B. Special Adjunct Faculty

1. Faculty who are scheduled to teach a minimum of 10 credit hours per semester are Special Adjunct Faculty. A Special Adjunct Faculty Member must be scheduled to teach 10 or more credit hours, not contract hours, per semester, but not to exceed 15 contract hours per semester. Special Adjunct Faculty will be paid at a rate of 67% of the full-time salary calculation including the longevity and doctoral stipends for the first ten contract hours of their load each semester. Additional semester contract hours will be paid at the overload rate. Special Adjunct Faculty may not exceed 24 scheduled credit hours, not contract hours, per year, including overload. The 24 scheduled credit hours do not include summer and winter sessions. Overload increase due to class enrollment will not be included in the 24 scheduled credit hours. See Article XIV G.
2. Must have one (1) office hour for every three credit hours taught.
3. Must participate in all professional activities at a level comparable to teaching load, e.g. committee work, in-service activities, etc.
4. Are excluded from the provisions of Article XIII, Section D.
5. In establishing the initial pay rate for each candidate, their education and experience would be evaluated by the Vice President for Academic Affairs. Salary levels will be comparable to pro-rated full-time positions.
6. Special Adjunct Faculty will receive pro-rated sick leave and personal leave, will be provided health insurance, retirement and pro-rated waiver of tuition benefits, and will participate in the retirement incentive at 67% of the benefit levels, but will be ineligible for sabbatical leave. Special adjuncts with four or more years of consecutive service may accumulate sick leave that was unused during such prior consecutive service, and will continue to accumulate unused sick leave up to a maximum of 127 days unless there is a break in consecutive service which exceeds 4 consecutive semesters. If there is an interruption in service, the accumulated sick leave will be held in abeyance unless the interruption exceeds 4 consecutive semesters.
7. Special Adjunct Faculty will not be eligible for continuing contract and, once established, will not be expected to fluctuate credit hours. If an additional course is given to a Special Adjunct Faculty in a particular semester, compensation for that additional course will be at the contract overload rate. Should a full-time position become available in an area for which a Special Adjunct is qualified, the person will be given consideration along with other applicants for the position.

C. Contract Terms

1. Term Contracts

All term contracts shall terminate at the end of the academic year for which issued. A contract for full-time service for less than an academic year shall terminate on the date specified in the contract. The term contract, or salary notice, sent annually to each full-time faculty member, shall specify the academic rank.

2. Continuing Contracts

Continuing contracts shall terminate for cause, retrenchment, resignation, or retirement.

3. Temporary Contract

All term contracts terminate at the end of the specified period of the contract.

D. Contract Renewal

1. a. On or prior to March 15, Faculty Members shall be advised in writing of the renewal/non-renewal of contracts and the granting of continuing contracts.
- b. A Faculty Member whose contract is not to be renewed or is not to be granted a continuing contract shall be informed by the President of such fact as far in advance of March 15 as may be appropriate and convenient on an informal and confidential basis.
- c. On or prior to February 15, the appropriate supervisor (for IFM, ILSFM and ISSFM) will make recommendations to the Vice President for Academic Affairs including a written evaluation of a visitation/evaluation (with a photocopy of the evaluation to the individual Faculty Member) as to the renewal/non-renewal of contracts. The Vice President for Academic Affairs will make their recommendations to the President on or prior to March 1.
- d. It is mutually agreed that where a decision has been made by the President not to recommend renewal of contract or the granting of continuing contract, this information will be given informally to the Faculty Member by the President in confidence as far in advance of the February meeting of the Board as a decision is reached. Such decision shall be arrived at by the President only after consultation with the Vice President for Academic Affairs or the Library Chair.

- e. Notice of renewal of contracts, the granting of continuing contract, or a negative decision shall be given in writing to the Faculty Member involved no later than one week after the decision has been made by the Board. In the absence of a ratified Agreement between the Association and the Board for the subsequent academic year, such notice shall temporarily replace the term contract or continuing contract for the subsequent academic year, and shall constitute a binding agreement to offer the contract when the Agreement has been ratified.
2. Contracts shall be returnable to the President by the Faculty Member to whom issued ten (10) days or less after receipt by the Faculty Member except that extension of time may be granted by the President.
3. For those Faculty Members who are appointed full-time at other than the start of the academic year, notice of renewal or non-renewal shall be mailed to the last known address of the employee no later than the day following commencement.

E. Contract Termination

1. Resignation

Resignations from a term contract or a continuing contract shall be submitted, in writing, to the President no later than June 1 before the resignation is to take effect.

2. Retrenchment

Subject to the procedures set forth hereinafter, the services of bargaining unit members may be terminated by the College in the event of a catastrophe, program change, curriculum revision, enrollment change, statutory revision, budgetary limitation, fiscal or financial modification or stringency, or other contingency to be so specified. If the President anticipates retrenchment may be necessary, they shall consult with the Vice President for Academic Affairs who shall solicit advice and recommendations from the Chairs of all Divisions. The Vice President for Academic Affairs shall also notify the President of the Association. Before making their recommendation to the Vice President for Academic Affairs, the Chair of the Division in which retrenchment is anticipated shall discuss the matter with the members of the Division and solicit opinions. The President shall consider these recommendations and make their decision.

- a. Affected Employees within a given department, discipline or subdiscipline shall be terminated due to retrenchment on the basis of the following applicable criteria:

Instructional Faculty Members:

When instruction in the discipline is to be continued, the Faculty Member(s) with the earliest initial date of employment in the bargaining unit shall be retained.

Instructional Student Service Faculty Members and Instructional Services Library Faculty Members:

The date of initial appointment to the faculty, generally those with the earliest initial date of employment in the bargaining unit shall be retained.

- b. A Faculty Member with three (3) or more consecutive years of full-time employment whose employment has been terminated for retrenchment shall be offered employment for the same position or a related position for which qualified for a period of three (3) years from the date of last employment at the College.
- c. A Faculty Member when rehired will be placed at the salary (and if applicable, rank) held when employment was terminated and with full credit for past experience at the College.
- d. The college will assist a Faculty Member whose employment has been terminated to secure a new position elsewhere by:
 - i) informing the Faculty Member of known professional openings for which qualified; and
 - ii) replying to all requests from prospective employers.
- e. A Faculty Member whose employment is to be terminated for retrenchment will be informed in writing by the College no later than December 15 of the year before the termination is to take place when such termination is to be effective at the start of the next fall semester or no later than August 15 before the termination is to take place when such termination is to be effective at the start of the spring semester, except in emergencies due to an act of God or war and, in the event of same, the President of the Association shall be kept advised.
- f. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice to qualified Faculty Members. Such notice shall be by Registered or Certified Mail addressed to the last address filed in the Office of the President by the Faculty Members. If a Faculty Member fails to notify the Office of the President, in writing, within two (2) weeks of receipt of notice of reinstatement/recall indicating acceptance thereof

(or within four (4) weeks of mailing thereof), the Faculty Member shall be deemed to have refused reinstatement/recall and the College shall have no further employment obligation to that Faculty Member. The letter to the Faculty Member shall state the above time limits.

3. Termination for Cause

a. Grounds:

Just cause for dismissal during a contract period will be related, directly and substantially, to the fitness of the Faculty Member in his/her professional capacity. Dismissal will not be used to restrain Faculty Members in their exercise of academic freedom or other rights of American citizens. The services of any Faculty Member may be terminated for adequate cause, including, but not limited to, physical and/or mental incapacity (evidenced by medical advice), incompetence, continuing neglect of assigned duties, or serious misconduct of such a nature as to indicate that the Faculty Member is unfit to continue as a member of the professional staff, directly and substantially to the fitness of the person in his/her professional capacity at the college.

b. Inquiry:

When the President has information or receives a complaint against a Faculty Member containing allegations which, if true, might serve as grounds for dismissal for cause, and such information or complaint is deemed by the President to be substantial, the President will discuss it with the Faculty Member concerned, within two weeks if practicable but not later than four weeks after the information or complaint has been received, and make such further inquiry as they deem appropriate. Such inquiry shall be completed no more than ten working days after the initial discussion, if practicable, but no later than twenty working days.

c. Notice:

If the President determines that a recommendation to begin dismissal proceedings is justified, they will inform the Faculty Member in writing within five working days after the end of the preliminary inquiry. Such notice will contain the grounds upon which termination for cause will be based.

d. Peer Review Committee:

A Faculty Member so notified shall be entitled to a review by a Peer Review Committee unless they are incapable and/or unavailable to the Committee within 10 days of a request. If review by a committee is desired, written request shall be made to the President and to the PCCA Committee and a Peer Review Committee shall be named as hereinafter set for within 10 days after the request.

- i) The review committee shall be composed of 5 members.
- ii) The members shall be selected on the basis of impartiality, independence and professionalism.
- iii) All members of the Peer Review Committee shall be Faculty Members. No member of the committee shall be a direct party to the proceedings, and no member of the committee shall be a member of the same Division of the Faculty Member so notified. All members of the committee shall be on continuing contract.
- iv) Composition:
 - (1) two members shall be appointed by the President;
 - (2) one member shall be designated by the newly constituted review committee.
- v) The President will not attend meetings of the Committee except when and if called for testimony or information. The members attending will elect a Chair and a Secretary as the first order of business and will determine procedures and a tentative time-table for the investigation. The conduct of the investigation will be determined by the Committee. The meetings of the Committee will be public or private as determined by the Committee in consultation with the Faculty Member so notified. A verbatim record (tape or other) of the hearing will be taken and a copy will be made available to the Faculty Member so notified. Whenever witnesses are called, the Faculty Member charged will be entitled to be present, to be represented by a person of their choice, to present witnesses on their behalf, and to confront and question opposing witnesses. As soon as the investigation can be completed and a report prepared, but not later than 45 days after the initial meeting of the Committee, copies of the report concerning the findings and recommendations of the Committee will be transmitted to the President and the Faculty Member. If a committee is appointed for reasons beyond the control of the Board or the Committee does not act within 55 days of the Faculty Member's request, the Board may act as hereinafter set forth

without regard to the Committee.

e. Notice Following Peer Review:

Whenever the official recommendation of the President is to terminate the services of the Faculty Member concerned as of a specific date, the President will mail a notification to the person concerned within two weeks after receiving the report of the Peer Review Committee. Such written notice shall explain with reasonable particularity the grounds recommended for dismissal.

f. Request for and Conduct of Hearing:

The Faculty Member recommended for dismissal by the President has the right, within two weeks of the mailing of the notification of termination, to file a written request to the Board Chair (copy to the President and a copy to the President of the Faculty Association) for a hearing before the Board of Trustees. The Chair will select a date, time and place for the hearing, such date to be within 30 days subsequent to the receipt of the written request, the time to be at the discretion of the Chair and the place to be on the campus unless, in the opinion of the Chair, another place is more appropriate, in which case the place may be at any location within the sponsoring counties. As early as practicable, the Chair will inform the persons concerned of the date, time and place of the hearing. The Faculty Member requesting the hearing shall be informed in writing. They also will be entitled to: be represented by a person of their choice, to present witnesses on their behalf and to confront and question opposing witnesses. The President or designee, or both, may be present at the hearing and may participate in the deliberations of the Board if requested to do so by the presiding officer. A verbatim record of the hearing will be arranged for by the Chair and a typewritten copy made available to the Faculty Member concerned. Following the hearing, the Faculty Member charged, the President and/or their designee and other persons not members of the Board shall not be present while the Board makes its decision. The decision of the Board, upon completion of the hearing, shall be final.

g. Proof:

The burden of presenting the proof of its charges rests with the College and the Board shall consider the record (as a whole) and shall seek clear and convincing evidence in making its decision.

h. Decision:

The Board shall make its decision to dismiss or retain the Faculty Member within 100 days of the President's recommendation of dismissal. A

decision of the Board to terminate the services of a Faculty Member for cause may be appealed to the courts as provided by law. Such decision shall not be subject to the grievance procedure of the Agreement between the Board and the Faculty Association.

i. Suspension:

If the President deems it to be in the best interest of the College, a Faculty Member may be suspended by the President, with salary, pending final action of the Board.

ARTICLE XII
FACILITIES

A. Instructional Faculty Members' Offices

1. The assignment and reassignment of offices will be the responsibility of the appropriate Administrator; for those whose primary duty is teaching, the Vice President for Academic Affairs, after consultation with the appropriate Division Chair.
2. Attempts will be made to provide comfortable and convenient office space with appropriate furnishings such as chairs, desks, and files.
3. Each Division Chair will have a private office, suitably equipped, and with a telephone operating through the switchboard of the College.
4. Any request for a change in office assignments shall be made in writing to the appropriate Administrator (as specified in paragraph #1 of this section) on or before April 30.

B. Instructional Faculty Members' Secretaries

The Vice President for Academic Affairs, will assign faculty secretaries to faculty supervisors. Faculty Members will plan their requests of the faculty secretaries far enough in advance so that the work may be spread out in time. Faculty secretaries will not be permitted to do work of a personal nature for a Faculty Member.

The College will provide necessary secretarial services for Faculty Members during the summer terms.

C. Keys/I.D. Cards and Building Security/Mailboxes

1. An Employee, upon request to the Facilities Office, shall be issued and charged out with keys/I.D. cards for access to the outside door of the building in which their office is located, their office, their lab or other special room requiring locking, their desk, and file. Keys/I.D. cards are not to be duplicated nor transferred to other Employees. For security reasons, loss of keys/I.D. cards shall be reported promptly to the Facilities Office. Keys/I.D. cards shall be returned to the Facilities Office at any time they are no longer needed and at the termination of employment.
2. All Employees will assist in maintaining and ensuring the security and protection of College property.
3. So that mailboxes may be available to Employees in the evening, access to Washington Hall shall be available until 8:00 p.m. on days when evening classes are in regular session.
4. Every Employee covered by this Contract who is assigned a mailbox may, by written request to the Vice President for Administrative Services, obtain a mailbox without general access; however, such option once chosen shall remain in effect for the remainder of the fiscal year.

D. Instructional Service Faculty Members' Offices

1. Assignment and reassignment of ISSFM's offices shall be the responsibility of the Vice President for Academic Affairs.
2. Each ISSFM will be provided office space suitably equipped with a telephone operating through the central switchboard of the College.
3. Each ILSFM will be assigned a private desk.

ARTICLE XIII
HOURS AND LOADS

A. Work Year

The salary work year for all Faculty Members covered by this Agreement shall be from September 1 to the following June 30.

B. Instructional Faculty Members

The determination of teaching schedules, class sizes, room and site of assignments, is the responsibility of the Vice President for Academic Affairs. Before making these decisions, insofar as it is feasible, the Vice President for Academic Affairs shall continue to receive recommendations from Division Chairs. The Division Chairs shall continue to make their recommendations in consultation with the appropriate members of the Division. However, it is the policy of the College to foster the development of innovative programs and procedures designed to improve effectiveness of the educational program. Toward this end, the Administration, in recognition of the expertise, knowledge and experience of the faculty, invites and urges the active involvement of the faculty in developing recommendations for such innovations.

1. Faculty Member Teaching Loads

- a. The scheduled full-time faculty and Technical Instructor teaching load will not exceed thirty (30) contract hours per academic year. A contract hour is equal to one contact hour in either a lecture or recitation class. Prior to September 1, 2007, laboratory hours (with the exception of physical education) will be calculated at 2/3 of a contact hour. Effective September 1, 2007, laboratory hours will be calculated at .79 of a contact hour. A faculty member may not refuse overload as a result of the increase in load due to this increase in the formula for lab hours. Faculty members supervising the nursing clinical practicum at off site medical facilities, community health facilities and/or at locations involving patient contact will receive one additional hour of compensation at the nursing clinical adjunct rate per clinical day. All issues concerning the appropriateness of the load formula for lab hours will be referred to a labor-management committee. Under no circumstances will this provision increase the total contact hours agreed to in the 1979-82 Agreement which states that a faculty member will not be required to teach more than an average of 19 instructional clock hours per week for the academic year. However, faculty members whose load includes a laboratory class calculated at the .79 rate may be permitted, but will not be required, to teach more than an average of 21 contract hours per week for the academic year.

After the determination of a Faculty Member's standard full load, the Faculty Member and the Vice President for Academic Affairs may mutually agree to reduce the Faculty Member's load by three (3) contract hours per semester at a proportionately reduced rate of the Faculty Member's annual compensation, including base salary, rank differential and longevity.

Laboratory hours are defined to include:

1. Science Labs
2. Studio hours in art, film, dance, music and photography
3. Engineering Labs
4. Language Labs
5. Physical Education activities
6. Nursing Laboratories
7. Occupational and Technical Labs
8. Theater Labs

b. Physical Education Loads

The members of the Physical Education Faculty shall be responsible for conducting and coaching Intercollegiate Athletics and conducting Intramurals. In addition to his/her P.E. course assignments, no one coach shall be required to coach more than twelve (12) instructional clock hours per semester, in accordance with the athletic instructional clock hour valuation criteria provided for in this Agreement. (Activities will not necessarily include all or be limited to those listed.)

A Physical Education Faculty may elect to have his/her teaching load evaluated in the same way as non-physical education faculty by notifying the Vice President for Academic Affairs at least two weeks prior to the first day of classes.

It is agreed that Physical Education Faculty who choose to teach a combined teaching load will have their full-time load calculated in the following manner:

1.00 x lecture hours x multiplier	=	A
1.00 x release time hours	=	B
0.79 x physical education instructional clock hours	=	C

$$\text{Total Full-Time Hours} = A+B+C$$

Combined teaching loads are defined to be teaching loads comprised of physical education classes plus lecture classes and/or release time. Release time includes items specified in Article XIII item B.2 and Article XIII item C of the Agreement Between the Board of Trustees of Adirondack Community College and the Faculty Association of Adirondack Community College or duties as deemed necessary by the Vice President for Academic Affairs.

Semester	Men or Women	Activity	Instructional Clock Hour Credit	Length of Season
Fall	M/W	Coaching Varsity Soccer	8	2 ½ mo
Fall	Coed	Coaching Varsity Golf	6	1 ½ mo
Fall	W	Coaching Varsity Tennis	6	1 ½ mo
Fall	M/W	Coaching Varsity Volleyball	8	2 ½ mo
Fall	M/W	Coaching Varsity Basketball	8	2 ½ mo
Fall	M/W	Coaching Cross Country	6	1 ½ mo
Spring	M/W	Coaching Varsity Basketball	6	1 ½ mo
Spring	M	Coaching Varsity Tennis	6	1 ½ mo
Spring	M	Coaching Varsity Baseball	8	2 ½ mo
Spring	W	Coaching Varsity Softball	8	2 ½ mo
Spring	Coed	Coaching Varsity Bowling	6	1 ½ mo
Fall	M/W	Athletic Training	12	4 ½ mo
Spring	M/W	Athletic Training	12	4 ½ mo
Spring	M	Coaching Varsity Lacrosse	8	2 ½ mo

In the future, the transition from club activity to intercollegiate contests must be approved through the academic approval process.

If the actual number of intercollegiate contest days exceeds or falls short of the number listed above by more than 25%, assignments may be reduced or increased, as appropriate, by the Vice President for Academic Affairs and/or President, during that semester or the semester following.

Coaches who are members of the Physical Education faculty whether as full-time faculty or as special adjuncts shall be eligible to coach any sport as an overload based on the instructional clock hours listed in Article XIII B1 (b). For the purposes of overload compensation one instructional clock hour of load will equal 0.79 instructional hours. Individual non-members of the Physical Education faculty will be compensated for coaching by the Student Athletic Fund.

c. Overload

Overload is voluntary on the part of the Faculty Member. The College has no obligation to assign overload courses to Faculty Members volunteering therefore. If the Vice President for Academic Affairs plans to assign more than thirty (30) contract hours per academic year, they shall consult the Division Chair and the Faculty Member and consider the number of preparations. If the overload is assigned, the Faculty Member will receive compensation based on the Overload and Summer School credit hour rate.

Full-time Faculty Members shall be considered first for any overload appointments for which they are qualified as determined by the Vice President for Academic Affairs in consultation with the appropriate Division Chair. A list of priorities for overload appointments shall be established one month prior to initial draft of fall and spring schedules on the basis of rank and service (in that order). It is the responsibility of each Faculty Member to indicate their willingness to accept an overload assignment two months prior to the beginning of the semester.

Unless it is in the specific best interest of the College, no Faculty Member will be scheduled for more than four (4) contract hours of overload in any semester. The determination of the best interest of the College is the responsibility of the Vice President for Academic Affairs.

d. Class Schedules

The Vice President for Academic Affairs in establishing class schedules will recognize the following considerations as relevant:

- i) The needs of students to meet requirements for the degree;
- ii) The number of preparations of each faculty member;
- iii) The limitations imposed by the classrooms, laboratories, and equipment available;

- iv) The provision of classes in the evenings;
 - v) Spreading faculty and student loads over the five-day work week;
 - vi) Avoiding a faculty schedule which includes more than two evenings per week.
- e. The College may, with the faculty member's consent, schedule three (3) of the faculty member's required contract hours per academic year during the Winter Session of the same academic year.

2. Division Chairs

Except as modified by other provisions of this Article, a Division Chair will receive a reduced load of twelve (12) contract hours per academic year. For each hour of reduced load, the Division Chair shall schedule with the Vice President for Academic Affairs at the beginning of each semester one hour on campus. Each Division Chair shall schedule one and one-half of these hours on Wednesdays from 12:30 p.m. to 2:00 p.m. for the purposes of the Vice President for Academic Affairs Staff/Divisional Affairs. The other hours may be scheduled to coincide with meetings for which the Division Chair is acting as a Division Chair, a representative for Divisional Affairs, or as a member of the Faculty.

3. Assistant Instructors

In accordance with the provisions of this Agreement, and in consultation with the Vice President of Academic Affairs, the determination of work hours and duties of the Assistant Instructors is the responsibility of the Chair of the appropriate division. Nursing Assistant Instructors will not be required to work more than thirty-six (36) contact hours per week. (A contact hour for Nursing Assistant Instructors is 55 minutes.) All other Assistant Instructors will work a thirty-five (35) hour week. Assistant Instructors (outside of Nursing) who teach as part their load will reduce their thirty-five (35) hours by one-fifteenth for each credit taught (i.e., 7 hours reduction for a three (3) credit course).

The College does not intend to use Assistant Instructors in the Science Labs. The science faculty intends to cover science emergency staff vacancies (i.e. death, unexpected resignation, disability, unexpected leaves of absence, etc.) at the overload rate provided in Schedule A during this contract and extension thereof. The College agrees to fill such staff vacancies as soon as reasonably possible.

4. Instructional Service Faculty Members

The determination of ISSFMs hours and duties is the responsibility of the Vice President for Enrollment and Student Affairs, or designee. In consultation with the Vice President for Academic Affairs, the determination of work hours and duties for ILSFM is the responsibility of the Library Chair.

These persons shall not be required to be on duty for more than an average of 37 1/2 hours per week nor for more than 30 weeks over a 32-week academic year. However, time worked during the Winter Recess will be paid for at the hourly recess rate as provided in Article XVIII. If an individual elects and their supervisors agree, payment for all or part of the work scheduled and performed during the Winter Recess may be on a compensatory time basis.

In addition, ISSFMs agree to provide 20 days of coverage per full-time ISSFM during the summer recess. These days will be scheduled in consultation between the Vice President for Enrollment and Student Affairs, or designee, and the ISSFM in order to meet the needs of the College, and will be paid at the recess rate. It is understood that recess days may not be apportioned equally. However, no ISSFM will be required to work more than 20 days unless agreed to by the ISSFM. Part-time counseling staff may be used to meet the summer recess requirement.

C. Reduced Loads

1. Association President Load

In the interest of harmony between the Association and the College, the Association President or Chair of the Negotiations Team shall receive six (6) credits reduced load per academic year.

2. College Survival Program

The coordinator of the College Survival Program, to be chosen by the Vice President for Academic Affairs in consultation with the current members of the Survival Team, will receive six credit (6) hours reduced load for any academic year. The coordinator will be chosen on a yearly basis. The appointed coordinator and all members of the Survival Team will be notified in writing of the choice by the Vice President for Academic Affairs no later than July 1st preceding any academic year. A coordinator of the program must have worked in the program for at least two (2) semesters.

3. Coordination of Music Program

The Faculty Member responsible for coordinating the Music Program will receive four (4) credit hours of reduced load per academic year.

4. Coordinator of International Education
The Faculty Member responsible for coordinating the International Education Program will receive three (3) credit hours of reduced load per academic year.
5. Assessment of the Major Reports
Faculty members will receive three (3) credit hours of reduced load per academic year for preparing a program review.
6. The College may determine each semester whether to assign special work assignments in items 2 through 7 herein.
7. At least three weeks prior to each semester, the President with the approval of the Board of Trustees, will determine the College's needs for special service work assignments and the proposed reduction in load per semester or stipend for each such assignment. The College will provide the Association with the list of such assignments, a description of the responsibilities for each assignment, and the proposed reduction in load or stipend for each assignment. The assignments shall be offered by the College, and the faculty member's participation shall be voluntary. If the Association does not agree with the College's proposed reduction in load or stipend for any of such assignments, the College and the Association shall immediately commence impact bargaining over the reduction in load or the amount of the stipend. During the semester, if the College determines that there is a need for an additional special service work assignment, the College will provide the Association with the description of the assignment and the proposed reduction in load or stipend for such assignment. The assignment shall be offered by the College, and the faculty member's participation shall be voluntary. If the Association does not agree with the College's proposed reduction in load or stipend for the assignment, the College and the Association shall then commence impact bargaining over the reduction in load or the amount of the stipend for that assignment.

D. Other Employment

1. Faculty Members owe primary attention to their College duties and may accept outside employment or other commitments during the regular semester sessions of the College only if such outside employment or commitments do not interfere with or reduce the Faculty Member's service to the College and/or its students. As a matter of professional courtesy, notice of such outside employment or commitment should be given to the President.
2. Persons covered by this Agreement may by mutual agreement be engaged and paid by the College for special professional duties connected with non-credit service courses. The amount of remuneration shall be arranged by mutual agreement between the Faculty Member and the appropriate administrative officer(s) of the College.

3. When a Faculty Member volunteers to coach an intercollegiate athletic team without remuneration from the athletic budget, this Agreement must be approved by the appropriate Division Chair, who will report it to the Vice President for Academic Affairs. The Vice President for Academic Affairs will seek prior to the start of the semester to reduce the assignment for that Faculty Member subject to agreement with the Faculty Members of their division, and provided it can be done without injury to the program of the College. The final determination of who will be hired as a coach is to be determined by the Director of Athletics in consultation with the Vice President for Academic Affairs.

E. Other Conditions

1. The Faculty Member shall meet and conduct all classes as regularly scheduled unless prior notice has been given and approval obtained from the Vice President for Academic Affairs. Changes in class schedule or in location of classes shall not be done without prior approval of the Division Chair and the Vice President for Academic Affairs.
2. The Faculty Member shall cooperate in providing (in the interest of competent instruction) coverage for classes in the absence of another Faculty Member as far as ability and commitments will permit.
3. It is recognized that hazardous travel conditions may exist in an area and a Faculty Member may not be able to travel. In that event, the Faculty Member affected shall notify the Vice President for Academic Affairs, the Division Chair or the President, as far in advance as possible by telephone so that responsibilities may be covered. It is the responsibility of the Faculty Member affected to meet obligations at the College as soon as possible.
4. Except in the event of unforeseen emergencies, work responsibilities shall coincide with the College academic calendar.

F. Instructional Modalities

Classes, other than in-person classes, will be assigned with the mutual consent of the Faculty Member and the Vice President of Academic Affairs and/or their designee, who will consult with the appropriate Division Chair. In-person classes are defined as those traditionally delivered by a Faculty Member where both the Faculty Member and the students are in-person on one of the College's primary locations, currently at the Queensbury campus, Saratoga campus, and the Culinary Arts Center.

There will be a one-time \$3,000 payment to each full time Faculty Member as a result of deleting the Distance Learning provisions of the 2017-2020 Collective Bargaining Agreement to be paid within 30 days after the signing of the new Collective Bargaining Agreement. Said payment will be made to Faculty Members who are employed by the

College on August 31, 2022.

Course materials may be shared and utilized by the College and other Faculty Members with the authoring Faculty Member's consent, in writing.

G. Faculty Advisors

1. Commencing with the Spring 2016 semester, the College will create non-exclusive assignments of Faculty Advisors on a voluntary basis for Faculty Members.
2. At least five weeks prior to each semester, the College will determine its needs for the assignment of Faculty Advisors, if any, to advise students, and will notify the Association of such needs.
3. The non-exclusive assignment of Faculty Advisor will be offered by the College to appropriate Faculty Members selected by the College from the list of volunteers, after consultation with the Division Chairs. Special Adjuncts and Adjuncts may be included in being offered Faculty Advisor assignments.
4. It is the College's intent for a Faculty Advisor to be assigned 45 students per semester. Where practicable, the College will assign the Faculty Member accepting the assignment of Faculty Advisor with students that are aligned as closely as practicable to that Faculty Member's discipline of expertise up to a caseload of 45 Advisees. If the number of students so assigned yield a number below 45 , additional students may be assigned who have declared a liberal arts major. If the assignment includes 45 students per semester, there will be a required commitment of a total of 5 additional days of work each year during Accepted Student Days that will include both the winter and summer recess periods to support the advisory needs during Accepted Student Days. Such days will be assigned by the Director of Student Success after consultation with the Faculty Member.
5. The Faculty Advisor will provide the advisory services required by the College, including the following:
 - a) Assist assigned caseload of students in developing sound academic and career plans including schedule planning.
 - b) For incoming students – Assist with the facilitation of Accepted Student Days including program-specific presentations/discussions and one-on-one meetings with advisees to discuss the transition to college academics and appropriate course selection. Faculty Advisor must participate in a total of 5 Accepted Student Days per year decided upon in consultation with the Director of Student Success.
 - c) For Advisees – Meet with advisees at least once per semester to review long term educational and career plans, to chart progress toward degree completion and aid in effective course selection. Maintain regular office hours and/or be available for

individualized appointments as needed during the fall and spring semesters. Be available to advisees via e-mail and phone throughout the year. Assist advisees so that they should be timely prepared for the opening of registration.

d) Provide students with content-area expertise linking academic program with career and/or transfer opportunities.

e) Participate in one-on-one and/or group advising sessions.

f) Help students to understand institutional policies and procedures (including priority registration, drop/add, withdrawal, graduation applications).

g) Utilize information provided by Student Success Office, including Early Alert results, Academic Alert results, Midterm Alert results and students on academic probation to help advisees improve their academic status at the College.

h) Inform and refer students to appropriate college resources supporting academic and personal success (i.e. tutoring, Counseling, Accessibility Services).

i) Attend both required (bi-annual Advisor training), up to a maximum of 2 hours each semester, and elective Advisor training opportunities, up to a maximum of 2 hours each semester.

j) Demonstrate strong organizational skills and proficient use of technology (Degree Works, Self Service Banner, Career Coach, etc.).

The College reserves its right to continue to determine the scope of the advisory services to be provided.

6. A stipend will be paid for the assignment of Faculty Advisor as follows: For Faculty Members who are assigned 45 Advisees per semester, plus up to 5 additional days per year outside the regular semester, there will be a stipend of \$3,500 per semester. The stipend will be paid in bi-weekly installments throughout the semester.
7. If the College determines that a Faculty Member is not an effective Faculty Advisor, the College's remedy is limited to removal of the assignment of Faculty Advisor for the Faculty Member with a prorated stipend, and/or the Faculty Member will not be offered the assignment of a Faculty Advisor in the future. However, a Faculty Member's misconduct while performing the assignment of a Faculty Advisor is subject to discipline.

ARTICLE XIV
CLASS SIZE

Class size of necessity may vary from discipline to discipline. Therefore, class size shall be determined on the basis of the overall welfare of the College which includes the needs of students, the facilities available, and recognition of normal attrition in class enrollments.

- A. In advance of the registration for each semester, preliminary class sizes shall be set by the Vice President for Academic Affairs after consultation with the Division Chair.
- B. Preliminary class sizes shall be enlarged by steps of five when all similar sections of the same course fill or when necessary because of scheduling conflicts or graduation requirements. The Registrar's Office shall maintain a master list of class sizes. Enlargements may be authorized by the appropriate Division Chair or by the Vice President for Academic Affairs after consultation with the Division Chair or their designee whenever practicable. The Division Chair or their designee will consult with the Faculty Member when practicable unless their authorization for enlargement is based upon established discussions in the division or with the Faculty Member.

When enrollments for a course appear to be nearly completed and also for the purpose of equalizing registrations among multiple sections, class size may be increased up to three (3) students per section rather than utilizing the procedures for enlargement by steps of five.

- C. For the purpose of equalizing and leveling the enrollment in the multiple sections of Freshman English, and not to be interpreted as lowering the present practice of 25 students within each section, the initial limit of 20 openings per section of English 101-110 shall be set at the time of registration for these sections. Once the purpose is accomplished, enlargement will be automatic up to 25. Beyond 25, the procedures as outlined in "B" above will apply.
- D. Reasonable efforts shall be made to equalize class sizes of comparable classes.
- E. Classes assigned and identified by the Vice President for Academic Affairs as beyond the normal semester load (15 contract hours) which have fewer than ten (10) students shall be prorated using the following approach:

9 Students = 9/10 of overload salary
8 Students = 8/10 of overload salary, etc.

F. The Vice President for Academic Affairs shall determine when a section shall be canceled rather than prorated. Faculty Members whose overload section is to be prorated can notify the Division Chair they are not interested in teaching the overload offered. In this case, the section will normally be canceled.

G. When a lecture class has the following enrollments, the following formula will be used to determine compensation:

Class Size	Multiplier	Load For 3 Credit Courses
to-35	1.0	3.0
36-72	1.5	4.5
73-108	2.0	6.0
109-143	2.5	7.5
144+	3.0	9.0

H. In order to encourage experimentation with different teaching methods and provide for maximum educational opportunities, the College will compensate Faculty Members who evaluate independent study projects at a rate equal to 1/10 of the applicable overload/summer rate per student credit hour.

I. The Vice President for Academic Affairs will determine the final class size for compensation purposes. The formula used will be as follows:

1. For large lecture classes the final class size will be based on the enrollment on the last day prior to the first day of classes.
2. For classes with an enrollment of less than 10 which are being taught either fully or in part on an overload basis, the class size will be the higher of the enrollment on the last day prior to the first day of classes or the official third week census figure.

J. Overload classes with an enrollment of less than 10 and independent study projects will not be compensated until after the third week census date. All other overload classes will be compensated for as soon as practical after the beginning of the semester.

ARTICLE XV
RECORDS AND EVALUATIONS

A. Records

1. There shall be only one personnel file on each Employee covered by this Agreement, and shall contain only the following items:
 - a. Application form and letters, plus selective correspondence on employment.
 - b. Confidential references and requests for same, including placement office dossiers. Internal evaluations and communications shall not be considered confidential and will be subject to examination by the Employee concerned, except faculty communications concerning all categories of promotions and appointment, which are not subject to such examination.
 - c. Appointment letters or contracts and notices of appointment and/or promotions and initial evaluation of prior experience in determining appointment.
 - d. Photographs for publicity purposes.
 - e. Transcripts and personal data sheets.
 - f. Materials on granting of, and requests for, sabbatical and other leaves.
 - g. Reports on class visits by the Vice President for Academic Affairs, the President, the Division Chair and annual evaluations by the Division Chair or other supervisor charged with annual evaluations.
 - h. Intra-college memos on assignments and other internal communications.
 - i. Excuses from graduation ceremonies and other official college functions.
 - j. Materials relating to outside employment during times when the person is employed by the College.
 - k. Materials on special subsidies for study and tuition waiver forms.
 - l. Materials on exceptional achievements and special contributions to the College.
 - m. Materials on exceptional civic achievements.

- n. Reports on conferences or special study attendance.
 - o. Materials concerning the person's publications and abstracts.
 - p. Invitations to speak at Board meeting(s).
2. By appointment with the President or the Vice President for Academic Affairs, any Employee covered by this Agreement shall be allowed to examine their own file, or, upon written request of the person, such request also delivered to the President or the Vice President for Academic Affairs, the President of the Association or their designee shall be allowed to examine a Faculty Member's personnel file under the supervision of the administrator maintaining the file and in the office in which the files are kept. Such examination shall include all items in the file with the exception of the confidential references obtained by the College at the time of consideration for employment, and the person reviewing may request one duplicate of any item contained in the file, except for confidential pre-employment references. If any of the items listed in paragraph "1" above are missing from the file (except for items "h" through "p" which are more than two years old), the Employee may request that the written reasons for the omission be inserted in their file. The President or the Vice President for Academic Affairs (or their designee) responsible for maintaining the personnel file may, at their discretion, discard any of the items "h" through "p" listed above which bear a date more than two years earlier than the date of the discard. The discarded items "h-p" shall be put in the Employee's college mailbox.
 3. Any Employee covered by this Agreement shall have the right to add to their own file a written report to any document contained therein.
 4. Personnel files are restricted to the President, the Vice President for Academic Affairs, the appropriate Division Chair, the Library Chair, the Vice President for Administrative Services, the Associate Vice President of Human Resources, as appropriate, the Employee, the President of the Association or their designee when authorized in writing, and members of the Board.
 5. Personnel files may not be removed from the office in which they are kept except under the supervision and control of the person responsible for maintaining the files.
 6. No anonymous material shall be placed in an Employee's personnel file.

B. Evaluation

1. IFMs whose duties are primarily teaching shall be evaluated principally on the basis of classroom or laboratory visits. Such visits may be made as convenient by the President and/or the Vice President for Academic Affairs and/or the appropriate Division Chair.

Ordinarily, a visit will extend throughout the entire period but may be shortened. An evaluation will be prepared only when the visit extends for at least 30 minutes. The person to be visited shall be advised in writing, and before noon at least twenty-four (24) hours before such visits. The person to be visited may request a delay of visit.

2. Classes of all IFMs on probationary appointments shall be visited each year; classes of those on other than probationary appointments may be visited.
3. The qualities to be considered in evaluating teaching personnel shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the general aims of the College and the welfare and improvement of the community. Specifically, such evaluations shall address the following:
 - a. Effectiveness in teaching as demonstrated by but not limited to the judgment of colleagues, the appropriate Division Chair, the Vice President for Academic Affairs, and the President, and their general reputation among students.
 - b. Mastery of subject matter as demonstrated by but not limited to the judgment of colleagues and/or administrators, advanced degrees, certificates, licenses, honors, awards and reputations in their field.
 - c. Effectiveness of college service as demonstrated by but not limited to successful committee work assigned administrative duties, contributions within their Division and contributions to the objectives of the College.
 - d. Effectiveness in serving the students of the College as demonstrated by but not limited to serving effectively as advisor to student groups, advisement to students either as assigned or voluntary, supervision and participation in student activities and demonstrated interest in students.
 - e. Continuing growth as demonstrated by but not limited to keeping abreast of current developments in their field and/or other intellectual interests, continuing formal or informal education, membership and participation in professional organizations and demonstrated ability to handle successfully increased responsibilities.
 - f. Contribution to and involvement in civic activities as a member of their local community. It is recognized that an IFM may excel in a few of

the factors listed above and such excellence may compensate for minimum achievement in other areas. However, the predominating consideration will always be given to factor "a."

4. ISSFMs and ILFMs shall be evaluated by their respective Supervisor and may be evaluated by the President. The evaluations shall be in writing and shall conform in procedures to the above procedures for persons whose primary duty is teaching class or laboratory sessions. The factors to be considered in evaluating ISSFMs and ILFMs shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the general aims of the College and the welfare and improvement of the community. Specifically, such evaluations shall be limited to the following factors:
 - a. Effectiveness in counseling or library services demonstrated by, but not limited to, the judgment of colleagues, and general reputation among students.
 - b. Mastery of the technical aspects of their appointment as demonstrated by, but not limited to, the judgment of colleagues and/or administrators, advanced degrees, certificates, licenses, honors, awards, and reputation in his/her field.
 - c. Effectiveness of College service as demonstrated by, but not limited to, successful committee work, assigned administrative duties, contributions within his/her sphere of employment, and contributions to the objectives of the College.
 - d. Effectiveness in serving the students of the College in extracurricular matters as demonstrated by, but not limited to, serving effectively as advisors to student or alumni groups, supervision, and participation in student activities and demonstrated interest in students.
 - e. Continuing growth as demonstrated by, but not limited to, keeping abreast of current developments in his/her field and/or other intellectual interests, continuing formal or informal education, membership and participation in professional organizations, and demonstrated ability to handle successfully increased responsibilities.
 - f. Contributions to and involvement in civic activities as a contributing member of their local community. It is recognized that an individual may excel in a few of the factors listed and such excellence may compensate for minimum achievement in other areas. However, the predominating consideration will always be given to their proficiency as an ISSFMs or ILFMs as appropriate.

5. At least once each year, every Faculty Member covered by this Agreement shall have an evaluation conference with their appropriate supervisor. At this conference the total academic and professional progress for the year and cumulatively of the individual will be reviewed. Following the conference, a written evaluation shall be prepared by the interviewer with a photocopy provided to the person being evaluated within two (2) weeks after the conference except in extenuating circumstances. Within two (2) weeks after receiving the photocopy of the evaluation the person shall have the opportunity to review the evaluation with the interviewer and, at their option, to initial it. No later than four (4) weeks after the conference, the written evaluation shall be included in the Faculty Member's personnel file. The yearly evaluation may be omitted for Faculty Members who are on leave from the College during all or a major part of the Spring semester.
6. In order to ensure the quality of the teaching staff appointed to continuing contract, a faculty evaluation procedure will be implemented which will include all of the following:
 - a) Classroom observations by the Vice President for Academic Affairs and/or the Division Chair.
 - b) Peer evaluation by members of the Division.
 - c) Student evaluations using a mutually agreed upon student evaluation form approved by the Faculty Association and administered for at least four consecutive Fall semesters.

The process for recommending Continuing Appointment for an Instructional Faculty Member will be the responsibility of the Vice President for Academic Affairs and the Division Chair. In this process, all of the above evaluation methods shall be used. The Division and the Division Chair shall provide the Vice President for Academic Affairs with their recommendation for continuing contract no later than the end of the Faculty Member's seventh semester. At this time, the Vice President for Academic Affairs shall review the written observations of the Faculty Member, the peer evaluations comments and the student evaluations for each class in making their recommendation to the President. The President will then determine if the Faculty Member shall be granted continuing appointment.

ARTICLE XVI
EMPLOYEE LEAVES

A. Employee Sick Leave

1. Full-time Employees shall be granted sick leave on the first day of the academic year at fourteen (14) work days per annum cumulative to 190 days. (Work days for the Instructional Faculty Members are all days the College is in session during the academic year.) Employees who, by pre-arrangement, do not work a full academic year or who start full-time professional employment at the College at other than the start of the academic year, shall be granted sick leave days pro rata on a ten-month basis on the first day of employment.
2. Upon prior notification to the Employee's appropriate Supervisor or Division Chairperson and Vice President for Academic Affairs, four (4) days of the fourteen (14) days sick leave may be used as personal leave within the academic year.
3. Effective April 5, 1999, up to fourteen (14) days of sick leave may be converted for use in caring for an ill family member(s) during the fiscal year. Any unused days will carry over as sick time only.
4. Effective September 1, 1998, days are converted to hours in the following manner:

Full-time Faculty (excluding Physical Education) - 1 day = 3 contract hours
Physical Education Faculty - 1 day = 3.8 clock hours

When Full-Time Faculty members use sick or personal leave on a day when they are absent from all scheduled classes and laboratories, the Faculty Member will be charged 3 contract hours and a Physical Education Faculty Member will be charged 3.8 clock hours.

When Full-Time Faculty Members use sick or personal leave on a day when they are absent from some of the scheduled classes, the Faculty Member will be charged 1.5 contract hours and a Physical Education Faculty Member will be charged 1.9 clock hours.

Special Adjunct Faculty would be charged at 67% of the Full-Time Faculty; i.e., 2 contract hours and 2.55 clock hours respectively when absent from all scheduled classes, and 1 contract hour and 1.27 clock hours when absent from some scheduled classes.

5. Notice of accumulated sick leave shall be given each Employee covered by this Agreement at the beginning of each academic year.

B. Sick Leave Bank

1. Each newly-hired full-time Employee covered by this agreement shall contribute at the start of employment two (2) days from sick leave allotment. No additional contributions shall be required until such time that the number of days in the Bank is below the minimum of four hundred (400) days. At the beginning of the fiscal year, if the Bank is below the minimum each full-time Employee covered by this agreement shall contribute one (1) day of sick leave. If the minimum is not then achieved, the aforementioned contribution shall be repeated.
2. A full-time Employee with three (3) years or less at the College may be permitted, on written application and adequate justification, to draw up to forty (40) days against the Bank after the member's individual accumulation has been exhausted, but only for illness of a prolonged nature. On the first day of the fourth year of service and thereafter, a full-time Employee may be permitted, on written application and adequate justification, to draw up to ninety (90) days against the Bank after the Employee's sick leave accumulation has been exhausted.
3. To apply for a withdrawal of days/units from the Sick Bank, an Employee, or designee must:
 - a. Have exhausted individual accumulated sick time.
 - b. Have been out of work at least 5 days continuously due to illness or disability.
 - c. Present a certification of illness/disability, supported by sufficient medical evidence, to the Associate Vice President of Human Resources. The certification must state the time required to stay out of work.

Regarding Maternity - The Sick Leave Bank may be utilized for the maternity "disability period" after sick time is exhausted. The normal disability period for normal childbirth is two weeks pre- and six weeks post-delivery. For a Cesarean Section, the normal disability period is two weeks pre- and eight weeks post-delivery. These time periods will be extended for certified medical complications.

- d. Submit a written request applying for the number of Sick Bank units needed.
- e. The Employee will receive a written confirmation of the Sick Bank units to be utilized on their behalf, per their doctor's certification. However, if the time required away from work would overlap into another fiscal year, the member would be required to utilize their sick time posted on September 1.

4. The Office of Human Resources will keep a permanent record of all applications for the withdrawal of days and will coordinate withdrawals with the timekeeper in the Business Office.
5. The Association will receive notice when the sick leave bank is utilized.

C. Bereavement Leave

In the event of death in the immediate family, the Faculty Member will be eligible for bereavement leave of up to three (3) consecutive calendar days without loss of pay. (Usually the day of the funeral would be the last day of bereavement leave.) Immediate family includes parents, spouse, child, sibling, father-in-law, mother-in-law, grandparent, grandchild, grandfather-in-law, grandmother-in-law, domestic partner.

D. Sabbatical Leave

1. As heretofore set forth in the Personnel Policies of the Board, sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth herein. The objective of such leave is to increase each such person's value to the College and thereby improve and enrich its programs. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.
2. Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing or other experience of professional value.
3. Faculty Members having Continuing Appointments who have completed at least six (6) consecutive years of service within the College or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of service within the College from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. In computing consecutive years of service, periods of vacation leave and periods of sick leave with salary shall be included; periods of leaves of absence other than vacation leave and sick leave with salary, and periods of part-time service, shall not be included, but shall not be deemed an interruption of otherwise consecutive service.
4. Sabbatical leaves may be granted for a period of one (1) year at rates not to exceed one-half (1/2) salary or one-half (1/2) year at rates not to exceed full salary.
5. A Faculty Member on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid, or earned incomes to assist in accomplishing the purpose of the leave. In such cases, the President may adjust the sabbatical leave salary to reflect only additional taxable income, should this income together with the sabbatical leave salary exceed the salary they would

normally receive from the College during the period of the sabbatical leave. However, where there are moving expenses and other mutually agreed upon relocation costs, a person on sabbatical may receive additional income from other sources to the extent thereof, up to \$750.00 without adjustment of the sabbatical compensation paid by the College. The Board may, at its discretion should such expenses exceed \$750.00, permit the individual to exceed this amount.

6. The period of sabbatical leave shall be credited as continuing service for retirement and for salary purposes. All fringe benefits which the Faculty Member has at the time of the start of the sabbatical leave shall continue in effect during the leave.
7. Applications for sabbatical leave shall be submitted to the President by November 1 for any time in the following academic year. Each application shall include a statement outlining the program to be followed while on leave indicating any prospective supplementary income, stating that the applicant intends to continue as a Faculty Member of the academic staff upon their return and stating that upon their return the applicant will submit to the President a report of their accomplishments while on sabbatical leave.
8. All applicants will be notified by the President or Designee of the approval/non-approval of their request for sabbatical leave by January 15.
9. Any Faculty Member who accepts a sabbatical leave is expected to resume their full-time duties at the College for a minimum of two (2) academic years following such leave. Should they desire to accept other employment at the end of their sabbatical leave or before they have served at least two (2) years following such leave, they shall repay the College in full for all salary paid to them by the College during such sabbatical leave.

E. Unpaid Leave

The President may grant a leave of absence of up to one (1) year for a temporary teaching assignment at another institution of higher education or temporary employment in the area of research by an institution or enterprise engaged therein, which in either instance will enhance the professional training and/or experience of the Faculty Member and increase their service to the College. Written application to and approval of the Vice President for Academic Affairs is required. The approval or denial of the leave by the Vice President for Academic Affairs is neither grievable nor arbitrable. Upon return from such leave, a Faculty Member shall be restored to the position they held prior to their leave, and shall receive a salary equal to that which they would have received had they taught at the College during such period. Health Insurance coverage may be continued during the unpaid leave of absence if the faculty member pays 102% of the health insurance premiums.

F. Other Leaves

1. The President may grant members of the academic staff, other than persons having temporary appointments, a leave of absence for a specified length, without salary. Health insurance coverage may be continued during the unpaid leave of absence if the faculty member pays 102% of the health insurance premiums.

2. Application

Applications for leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

G. Term Appointments

Notwithstanding anything contained in the Article, no leaves of absence shall be deemed to extend the terms of Faculty Members of the academic staff having term appointments, and all leaves of absence shall, in any event, terminate upon the expiration of such terms.

**ARTICLE XVII
INSURANCE/RETIREMENT**

A. Health Insurance

1. The College will continue to provide the College's current self-funded insurance plan as it was on September 1, 2022, or equivalent. The College will continue to be responsible for deductibles less applicable co-pays for the existing health insurance plan. However, those employees who receive insurance from the College pursuant to this Article shall be responsible to contribute annually towards the deductible for health insurance as follows:

Individual coverage – the first \$250 of the deductible

2 Person coverage – the first \$500 of the deductible

Family coverage – the first \$500 of the deductible

(a) The benefits will be the same as the current self-funded insurance plan, including \$8/\$25/\$40 Rx Plan and \$15 per office visit. However, effective June 1, 2023, the plan will be changed to include \$13/\$30/\$45 Rx copay and the Health Now Custom Formulary or equivalent will be used. There will be a \$20 copay per office visit, diagnostic laboratory tests, diagnostic radiology, physical-occupational-speech therapies, pulmonary rehabilitation, and urgent care center visit. The emergency room copay will be \$100 if not admitted.

(b) Effective June 1, 2022, the College and employees will contribute the following toward the health insurance premiums:

	<u>Monthly Total</u>	<u>Monthly Employee</u>	<u>Monthly College</u>
Individual	\$ 871.63	\$190.24	\$ 681.39
2 Person	\$1,746.49	\$451.04	\$1,295.47
Family	\$2,574.04	\$679.51	\$1,894.55

(c) The College will pay 75% of any increase in the premiums over the 2022-23 premiums and the employee will pay 25% of any increases in the premiums over the 2022-23 premiums.

2. Employees who have health insurance coverage other than through the College may elect not to participate in the College's health insurance program, provided the employee confirms health insurance coverage elsewhere and agrees to hold the College harmless for any medical expenses incurred. The College will pay the employee the sum of \$1,100 annually payable by August 31, prorated monthly, if the employee does not participate in the College's health insurance program. In order to receive such payment, the employee must be employed by the College on August 31.

3. The Association will be notified of any change in the Health Insurance contract year by the Vice President for Administrative Services a minimum of five months in advance of the new date. If the contract year remains the same as the previous year, no notification is required. Within ten (10) days of notification, or by the 10th day of the month established by prior year precedence, the Employees represented by the Association shall be polled and the Association shall have the option, by majority decision, to have available to the group the following September 1, or the beginning of the contract year as determined by insurance practice, either the NYS Health Insurance (Statewide) or Empire Blue Cross/Blue Shield of NENY, Matrix One or other equivalent insurance as agreed upon by the College and the Association. The Association shall notify the Vice President for Administrative Services, in writing, of the results of this formal poll no later than the 17th of the same month each year.

B. Long-Term Disability Insurance

The College shall continue to provide long-term disability insurance for all Employees who have completed one year of service. For Employees not employed during the entire previous academic year as either full-time faculty or part-time Special Adjuncts, there will be a waiting period of one year and one day. Basic benefits available from the established long-term disability insurance policy shall not be reduced.

C. Life Insurance

The College shall continue to provide life insurance at a benefit level of two times annual earnings for all Employees described in ARTICLE III Recognition. To be eligible for this coverage, Employees must be employed on a full-time basis by the College for at least one year and one day. Effective after August 31, 2025, the benefit level will be reduced to the following percentages of the original benefit level: 50% at age 65; 25% at age 70; and eliminated at age 75. Those Employees on leaves of absence without compensation shall not be covered by this insurance but may elect to continue coverage during their respective leave at their own cost and at the College's group rates.

D. Dental Insurance

The College will provide dental insurance comparable to that outlined in the Empire Blue Cross-Blue Shield proposal dated March 7, 1989, to eligible faculty members. The College will contribute up to \$10.00 per month per Employee for individual coverage and up to \$24.00 per month for family coverage. Effective June 1, 2007, the College will also offer an enhanced dental insurance plan alternative, with the College contributing up to \$10 per month per employee for individual coverage and up to \$24 per month for family coverage.

Each employee who elects dental coverage shall pay the balance of the dental premium by payroll deduction.

The College may select any insurance carrier who provides the same level of coverage as obtained during the initial year of this benefit.

Effective upon an agreement of the College and the Association, the College contribution will be increased from \$24/month to \$26/month for family coverage provided that both the College and the Association agree to add orthodontics as a benefit to the dental insurance plan.

E. Cancer Insurance

Commencing June 1, 2002, the College will make available to all faculty members an AFLAC Cancer Insurance Plan, or equivalent. If the faculty member satisfies the eligibility requirements for the Cancer Insurance Plan, the employee may elect to participate in the Cancer Insurance Plan, and the employee will pay the entire premium for such Plan by payroll deduction.

F. Public Liability and Personal Property Insurance

The College shall continue to carry public liability and personal property insurance.

G. Retirement Incentive

1. The College Administration will make recommendations to the Board on early retirement incentive payments based on the following criteria:

- The effect on the quality of our academic program;
- Demonstration that the total cost of the early retirement programs in any given year will be fully offset by the total savings to be realized in the first three years of early retirement; and
- Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.

Requests for early retirement shall be submitted to the Vice President for Academic Affairs on or before December 1 of the academic year preceding the intended academic year of early retirement. The Administration will respond to the request by the Friday following the March Board meeting.

2. Effective September 1, 2007, if an Employee is granted a voluntary retirement incentive from Adirondack Community College, and for the first time (i) is an age of at least fifty-five at the time of retirement and (ii) has been employed at the College for fifteen years preceding retirement, the Employee may receive a lump sum payment of \$20,000 in September or January following retirement if the retirement is approved by the Board and meets the criteria. As part of the retirement incentive, there will be a "buy-back" payment of the retiring employee's earned, but unused sick days at the rate of \$35 per day (maximum of 190 sick days). The Employee must elect the month for the payments in writing and submit the written election to the Director of Financial Services by August 1 of the fiscal year preceding the retirement incentive pay-out. In the absence of a timely election, the payout will occur in September.

The total lump sum payments made to retirees within the provision of this section will be limited to a total of \$80,000 per year. Under extenuating circumstances, the Board may approve incentives exceeding this amount. In addition to the lump sum payment, the College shall establish an annuity which will provide yearly income equal to \$3,000 per year, plus an additional \$200 per year for each year of service over ten years. This annuity shall begin the second year of retirement and will provide such income for up to six years.

In place of the annuity, an Employee may choose a lump sum payment equivalent to the purchase price of the annuity which will be paid the second retirement year.

Arrangements for the type of payment by the College to the retiree or designee or designated account shall be mutually agreed upon by the College and the retiree. In case of the death of the retiree before the completion of the negotiated

payments, the College shall remunerate the retiree's designated beneficiaries or designated account.

In addition, there shall be the continuation of health insurance for the retiree for the life of the retiree through a health insurance plan offered by the College, with the College contributing 50% of the premium for individual coverage, and 35% of the premium for dependent coverage if elected by the retiree. The retirees shall timely pay the balance of the monthly premium to the College each month in order to continue such health insurance. However, the College will not make duplicative payments for health insurance if the retiree subsequently becomes employed in an environment where health insurance is provided as a benefit.

3. Unit employees who meet the criteria for the retirement incentive specified in Section 1, herein will be eligible for the retirement incentive specified in Paragraph 2 herein only during a window of the first three (3) years after first meeting the criteria of fifteen years of service at the College and attaining the age of fifty-five.
4. Special Adjuncts will participate in the retirement incentive at 67% of the benefit levels.
5. In all cases referenced above, the College will not make duplicate payments for health benefits if the retiree subsequently become employed in an environment where health insurance is provided as a benefit.

H. Retirement Benefits

1. Retirement benefits shall be provided as mandated by the Laws of the State of New York.
2. The College shall allow retirees who have attained an age of at least fifty-five and have retired pursuant to the New York State Retirement System or TIAA-CREF, the option of continued coverage under the College health insurance plans with the following terms:
 - A. The employer's share of the cost of health insurance premium(s) to be borne by the College for an eligible retiree shall be 50% of the cost of the premium for individual coverage, and 35% of dependent health coverage.
 - B. For retirees over 65 the College will pay for 50% of health insurance coverage and basic Medicare. The College will pay 35% of dependent health insurance coverage and basic Medicare. Basic Medicare does not include the Income Related Monthly Adjustment Amount (IRMAA).
 - C. An eligible retiree is one who has at least ten years of service at the College, and coverage can continue for the spouse after the eligible

retiree's death.

ARTICLE XVIII
SALARIES

Salaries and matter of economic consideration shall be as set forth on Schedule "A" annexed.

ARTICLE XIX
ASSOCIATION USE OF COLLEGE FACILITIES

- A. The Association and its representatives shall have the privilege of using appropriate College facilities for its meetings with the consent of the Vice President for Administrative Services provided a written request is submitted by noon on the Friday preceding the week (Monday through Sunday) in which the proposed meeting is to be held.

At a regularly scheduled activity period during one period each month, as agreed to by the parties and coordinated by the Calendar Committee, a room shall be reserved for Association meetings. The Administration reserves the right to provide an alternate meeting place on campus should the room scheduled be needed for other purposes and shall give at least ten (10) days notice to the Association of such change. The Association shall confirm with the Vice President for Administrative Services the intended use within ten (10) days but no later than noon of the Friday preceding the meeting each month.

The Association may post notice of its activities and matters of concern to the members of the Association on the bulletin board provided in the Faculty lounges. The Association may use the Faculty mailboxes for communications to any or all members of the faculty.

- B. When authorized by the Vice President for Administrative Services, the Association shall have the privilege of using College equipment, on campus, at reasonable times. Such equipment, when available, will include typewriters, computers, duplicating equipment, calculating machines, and audiovisual equipment. The Association will reimburse the College for all expendable College supplies which it uses, such reimbursement to be determined and agreed upon with the Vice President for Administrative Services before such supplies are used. If the Association elects to purchase supplies outside the College, the Association's stock of such supplies shall be kept separate from College supplies and shall be clearly and continually marked as being Association property.

ARTICLE XX
GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the College and the Association that all grievances be resolved informally and at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Definitions

1. A grievance is the complaint by an Employee(s) of an alleged violation of any of the terms of this Agreement based on a specific incident concerning which there is a dispute with respect to the meaning and interpretation of a term, or provision, thereof.
2. The grievance shall be submitted in writing, and shall identify the aggrieved parties, the provision or provisions of this Agreement involved in the grievance, the time and place when the alleged event or condition constituting the grievance occurred and (where known) the identity of the person responsible for the alleged violation. In addition, there shall be a statement by the aggrieved party of the redress sought.
3. A grievance shall be deemed waived unless it is submitted within forty-five (45) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based. The filing time shall not run during July and August.
4. An Employee(s) may submit the grievance or the Association may submit it on behalf of such Employee(s) in which event the Employee(s) shall sign the written grievance.
5. The grievance shall be submitted to the person responsible for decisions in the matter in which the alleged grievance occurred.
6. The Association may withdraw the grievance at any stage of the grievance procedure.

C. Grievance Procedure

1. The person responsible shall receive the grievance, make such investigations formally or informally as they deem appropriate, and shall submit a reply in writing to the aggrieved party, within 21 calendar days after the grievance is received, delineating any procedures, commitments or actions which have been or will be taken in regard to the grievance.
2. If the aggrieved party is not satisfied with the reply of the person responsible, the grievance may be appealed to the President within 21 calendar days after the reply is received. If no reply is received within 21 calendar days after the written grievance is received, the grievance may be appealed to the President within 21 calendar days thereafter. In those cases where the person responsible is the President, the grievance may be appealed to the Chairperson of the Board. The President or the Board (acting through a committee appointed by the Chairperson) shall consult, in writing or orally, with those involved and shall submit in writing to the aggrieved party and to the President of the Association a statement of the position of the President or the Board, whichever is applicable, within 21 calendar days of receipt of the appeal.
3. If the Association is not satisfied with the response from Section 2 above, or if no response is received within 21 calendar days following the receipt of the grievance as indicated in Section 2, it may, within 21 calendar days after receiving the final reply or after the time interval specified herein has elapsed, refer the grievance to arbitration. The procedures and methods prescribed by the American Arbitration Association for the selection of an Arbitrator shall be used.

D. Arbitration

1. The Arbitrator shall have no power to add to or subtract from, modify or expand the provisions of this Agreement in arriving at their decision; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond their powers, as provided by law and state or federal binding regulations. The Arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the decision.
2. Matters for which other means of resolution have been provided within this Agreement, or foreclosed either by this Agreement or by statute, statutory rule or state or federal binding regulation shall not be considered a grievance.

3. The decision of the Arbitrator shall be in writing with copies to both the President and the President of the Association and shall be signed by the Arbitrator. The decision shall set forth the findings of fact and conclusions of the Arbitrator upon which the decision is founded.
4. The decision of the Arbitrator shall be final and binding upon all parties.
5. All fees and expenses of the Arbitrator which may be involved in the arbitration proceeding shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

ARTICLE XXI
FACULTY ORGANIZATION AND GOVERNANCE

- A. The Faculty shall have the responsibility to make recommendations to the Administration of the College regarding the educational program of the College.
- B. A PCCA committee shall be comprised of five tenured members of the Faculty who are elected by the Association in alternating two-year terms. The PCCA Committee cannot have more than two people from the same division/area and cannot have anyone applying for promotion. The PCCA Committee shall make recommendations to the Vice President for Academic Affairs regarding applications for promotion. The PCCA Committee shall also recommend policy to the President of the College, or their designee, in all matters concerning the general welfare of the College, including appointment, reappointment, promotions, and sabbatical leaves.

ARTICLE XXII
GOVERNANCE

There shall be a shared governance system at the College to deal with governance-related issues which are non-mandatory subjects of bargaining, and such shared governance system will include the President of the College participating in the College Assembly.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

A. Faculty Consultation on Building Programs

In formulating designs and plans for the construction of new buildings or major alterations of existing buildings, it shall be the policy of the Board to solicit recommendations from appropriate members of the faculty and to consult with them on the progress and development of such designs and plans. The President shall appoint an ad hoc committee of the faculty, appropriate to the project under consideration, to make recommendations and suggestions. It shall also be the responsibility of the committee to report back to the faculty.

B. College Calendar

The College calendar shall be developed by the Administration after consultation with the Association. The number of days the College is in session during the contract period shall not be substantively changed from the 1988-89 College year.

C. Office Hours

1. The minimum required posted office hours shall be five (5) hours per week for each IFM and shall be scheduled for the purpose of student consultation. At least 3 of the required office hours will be on campus on at least two separate days, and no more than 2 of the 5 required office hours can be held remotely.
2. It is further agreed that there may be times when more office hours may be needed to meet the needs of the students.
3. These hours are in addition to scheduled classes and may be scheduled at his/her convenience. However, the faculty shall attempt to cover as many students and advisees as feasible.
4. Faculty teaching night classes may schedule one (1) evening office hour.
5. Class schedules and office hours shall be posted by each IFM with copies to the Division Chair and the Vice President for Academic Affairs. The schedule of office hours shall normally remain constant for a semester.

D. Meetings of the Board

The meetings of the Board are open to the public and any person so desiring may attend. Board minutes are public documents and the President shall make them available for inspection upon request.

E. Tuition Waivers

Employees are eligible for tuition waivers upon being hired. The Employee is eligible for tuition waivers equal to one full-time tuition per academic year. The tuition referenced is the maximum of the amount of the in-state tuition.

In the semester following one year of employment, members of the Employee's family (spouse and dependent children) are eligible to be included in the waiver program as described. When the waiver is applied to a member of the family, the waiver is reduced by financial aid (TAP, APTS, scholarships, etc.) applicable to tuition.

After five years service, the Employee is eligible for two full-time tuition waivers per year. These waivers can be allocated among the Employee and family members as desired, but requires reduction of waiver by financial aid for family members.

F. Savings Clause

If any provision of this Agreement shall be found contrary to law, then such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

G. Individual Memberships and Subscriptions

Upon submittal of appropriate documentation during the months of December, April, and August, the College will reimburse full-time Employees up to one hundred dollars (\$100.00), and Special Adjunct faculty members up to sixty-seven dollars (\$67.00) per fiscal year (September 1 to August 31) for individual memberships in professional organizations, subscriptions to professional journals, books, or software and similar items for professional development approved by the Vice President for Academic Affairs, all of which must relate to the professional responsibility at the College. August 31 will be the absolute last day for submittal of documentation for the academic year in which the payment occurs.

H. Summer School

1. Faculty Members covered by this Agreement who are employed in the summer sessions shall be paid at the rate as provided in Schedule A annexed. Any person covered by this Agreement who is scheduled to teach in any session of summer school and whose class or classes for that session are all canceled, shall be paid \$35.00 as pay for attending the first day of classes.
2. Full-time Faculty Members in the employ of the College the preceding academic year who are to continue in the employ of the College the succeeding academic year shall receive first consideration upon timely application for summer session teaching positions for which they are qualified, and assignments shall be made at the discretion of the Administration.
3. Full-time Faculty Members who teach in summer session who have accumulated sick leave may, upon written request prior to the time they are to be paid, use up to two of such sick days during the summer sessions.

I. Club Advisors

By each May 1st, a committee determined by the Student Affairs Advisory Committee and including the Faculty Association President or their designee will determine how many active clubs there were in that academic year. Each active club's advisor will receive a maximum of one credit hour at the overload rate in Section C of Schedule A herein by May 1st. If more than one club advisor per club, then the club advisors will split the maximum of one credit hour at the overload rate in Schedule C of Schedule A herein. An additional \$550 will be awarded to one Advisor of the Year as selected by the committee.

J. Faculty Handbook

All material to be included in the Faculty Handbook for the ensuing academic year will be made available to the President of the Faculty Association or their designee(s) no more than three weeks prior to the final reproduction of the Handbook for the purpose of evaluating the harmony of the material as it relates to the Agreement.

A notice will be sent by mail to the home of the President of the Association or their designee(s) when the material is available for review. The review shall be made within two (2) weeks after the notice is sent. For the purposes of this provision, it is the responsibility of the President of the Association or /their designee(s) to keep the Administration informed as to where he/she/they can be reached during the summer.

K. The President and the Vice President for Academic Affairs

It is the responsibility of the Board to select the President and the Vice President for Academic Affairs. However, it is the Board's intent that the Faculty be actively involved in the selection. When a vacancy in either position occurs, each Division shall select one of its members to participate in the selection process. The opportunity for initial application review and for participation in the interview with each candidate invited by the Board will be available to each divisional representative. Each representative shall submit a written evaluation of their choice to the Board. Other faculty members are encouraged also to participate in the selection process. Substitutes will be provided by the Division in absence of a representative. It is the intent of this provision to provide as much continuity as possible.

L. President's Award for Excellence

The Board of Trustees, upon the recommendation of the President, will award two President's Awards for Excellence for each year of the contract. Each award will carry with it a five hundred dollar (\$500.00) one-time stipend.

One award will be for a Senior Faculty Member (those holding the ranks of Associate Professor, Professor or Distinguished Professor), and one will be for a Junior Faculty Member (Assistant Instructor, Technical Instructor, Instructor, Assistant Professor).

An ad hoc committee of the Faculty Caucus will be designated as the Campus Committee to recommend to the President a list of eligible Faculty Members for this award from which the President will select the final two award recipients to be recommended to the Board. The ad hoc committee of the Faculty Caucus will also establish appropriate criteria on which to base their recommendations for awards.

M. Adjuncts

Adjuncts shall receive a salary of \$1,030 per credit hour taught per semester. Effective September 1, 2022, the salary shall be increased to \$1,100 per credit hour taught per semester. Effective September 1, 2023, the salary shall be increased to \$1,130 per credit hour taught per semester. Effective September 1, 2024, the salary shall be increased to \$1,185 per credit hour taught per semester. Adjuncts shall be granted one paid time off day on the first day of the academic semester in which the adjunct teaches; such paid time off day may only be used for the personal illness of the adjunct, to satisfy professional responsibility required by the adjunct's other employment, or to conduct personal business; such paid time off day may not be carried over to another semester; and any unused paid time off days shall not be paid to the adjunct. No other provision of this Collective Bargaining Agreement shall apply to adjuncts.

ARTICLE XXIV
CONCLUSION OF NEGOTIATIONS

The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter. The parties, for the duration of this Agreement, agree that they shall not be obligated to bargain collectively with respect to any subject or matter. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

The foregoing shall constitute the complete agreement of the parties subject only to amendment by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed the day and date first written above.


THE BOARD OF TRUSTEES OF
SUNY ADIRONDACK

By: 

THE FACULTY ASSOCIATION OF
ADIRONDACK COMMUNITY COLLEGE

By: 

COUNTY OF WARREN

By: 

COUNTY OF WASHINGTON

By: 

SCHEDULE A

A. Salary Pay Periods

1. Pay periods shall be bi-weekly and scheduled for either 22 or 26 payments at the discretion of the employee, other than ones employed over the period of the fiscal year. The latter, if they choose the 22-payment option, shall receive bi-weekly payments in accordance with services currently rendered. Any request for a change in the number of pay periods shall be made prior to the start of the salary year.
2. A Faculty Member covered by this Agreement shall have the option of receiving the last four salary payments with his/her 22nd payment in accordance with services rendered and completed provided he/she is scheduled for 26 pay periods. The person desiring this shall inform the Vice President for Administrative Services in writing no later than the first day of June.

B. Salary Plan

1. A salary schedule will be used to determine pay for every Faculty Member. (See attached salary schedule for 2020-21, and 2021-22, 2022-23, 2023-24, and 2024-25)
2. Salary for New Faculty Members
 - a. Determine step placement based on experience using the following formula. Add to the base pay (Step 0) the following applicable schedule:
 - i. Years of college experience or equivalent experience prior to coming to Adirondack with a master's degree X \$750.
 - ii. Years of college experience or equivalent experience prior to coming to Adirondack with a bachelor's degree X \$500. (Maximum of ten years for "i" and "ii").
 - iii. Years of experience at Adirondack with a master's degree X \$750.
 - iv. Years of experience at Adirondack with a bachelor's degree X \$500. Place on step on the current salary schedule equal to or above the computed salary.
 - b. Rank differential, longevity increment, and a differential for those unit employees who have an earned doctorate, if any, are added to the calculated step placement to determine annual salary.

3. Salary for a Returning Faculty Member

Salary for a returning Faculty Member will be determined by moving up one step on the salary schedule of the subsequent year and adding the appropriate rank differential, longevity increment, and a differential for those unit employees who have an earned doctorate.

If a person is at the top step, the increase will be:

In 2020-21: 1.8%
In 2021-22: 2.0%
In 2022-23: \$2,600
In 2023-24: \$2,000
In 2024-25: \$2,000

Plus appropriate rank differential, longevity increment, and a differential for those unit employees who have an earned doctorate.

4. Moving from BA to MA Schedule

On the BA schedule, move up one step on the salary schedule of the subsequent year to the next step then add \$1,100 to that step. Now find the nearest step on the MA schedule which equals or exceeds this amount.

5. Determination of Salary of Special Adjuncts

Salaries of Special Adjuncts will be set at 67% of the appropriate step placement as outlined above based on whether the Adjunct has a master's degree or not.

Special Adjuncts who become full time Faculty Members will have their salary as full time Faculty Members determined on the appropriate salary schedule at the same step that the Special Adjunct had prior to becoming a full time Faculty Member. If the Special Adjunct is returning to the College as a full time Faculty Member at the beginning of a school year, the Special Adjunct's salary will be determined in the same manner as a returning Faculty Member by moving up one step on the salary schedule of the subsequent year and adding the appropriate rank differential, longevity increment, and a differential for those unit employees who have an earned doctorate.

6. Employment Less Than the Entire Preceding Year

Full-time faculty and special adjuncts who have been members of the staff for less than the entire preceding year shall be placed on the next full step on the salary schedule of the subsequent year.

C. Promotion Increases and Rank Differentials

Each staff member who has attained one of the following academic ranks shall receive the designated amount:

Rank

	Assistant Professor	Associate Professor	Professor
2022-23	1055	2640	5280
2023-24	1055	2640	5280
2024-25	1115	2790	5580

Longevity

	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years	35+ Years
2022-23	635	890	1185	1475	1760	2050	2345
2023-24	635	890	1185	1475	1760	2050	2345
2024-25	695	970	1290	1610	1915	2230	2555

Stipends

	Doctorate	Counseling Division Liaison and Library Chair	Division Chair	Overload & Summer School Per Credit Hour
2022-23	450	5200	5600	1100
2023-24	450	5200	5600	1130
2024-25	500	5550	5950	1185

	Substitution Rate (55 min/hr)		Counselors Assistant Librarians Recess Rate/Hr.	Credit by Exam per course
	<u>Lecture</u>	<u>Lab</u>		
2022-23	\$43.00	\$36.00	\$42.00	\$36.00
2023-24	\$43.00	\$36.00	\$42.00	\$36.00
2024-25	\$43.00	\$36.00	\$44.00	\$36.00

D. Courses at a Correctional Facility

Effective September 1, 2022, courses at a correctional facility may be assigned with the mutual consent of the Vice President of Academic Affairs, or designee, and the Faculty Member. Such Faculty Member shall receive a one-time \$500 payment for the first time a Faculty Member is approved by the College and the correctional facility to teach at a correctional facility and agrees to teach a semester at the correctional facility. Commencing with the first semester that a Faculty Member teaches at a correctional facility, such Faculty Member will receive a payment of \$250 per semester for each semester taught at a correctional facility.

STEP INCREMENT (B.A.)

	2020-21	2021-22	2022-23	2023-24	2024-25
Steps					
0	\$ 40,087	\$ 40,087	\$ 43,000	\$ 44,250	\$ 45,500
5	\$ 43,734	\$ 43,976	\$ 45,914	\$ 47,234	\$ 48,535
6	\$ 44,364	\$ 44,609	\$ 46,576	\$ 47,914	\$ 49,234
7	\$ 45,086	\$ 45,252	\$ 47,209	\$ 48,576	\$ 49,914
8	\$ 45,836	\$ 45,988	\$ 47,852	\$ 49,209	\$ 50,576
9	\$ 46,661	\$ 46,753	\$ 48,588	\$ 49,852	\$ 51,209
10	\$ 47,483	\$ 47,595	\$ 49,353	\$ 50,588	\$ 51,852
11	\$ 48,326	\$ 48,432	\$ 50,195	\$ 51,353	\$ 52,588
12	\$ 49,193	\$ 49,293	\$ 51,032	\$ 52,195	\$ 53,353
13	\$ 49,988	\$ 50,177	\$ 51,893	\$ 53,032	\$ 54,195
14	\$ 50,764	\$ 50,988	\$ 52,777	\$ 53,893	\$ 55,032
15	\$ 51,521	\$ 51,780	\$ 53,588	\$ 54,777	\$ 55,893
16	\$ 52,290	\$ 52,552	\$ 54,380	\$ 55,588	\$ 56,777
17	\$ 53,073	\$ 53,336	\$ 55,152	\$ 56,380	\$ 57,588
18	\$ 54,192	\$ 54,192	\$ 55,936	\$ 57,152	\$ 58,380
19	\$ 55,700	\$ 55,700	\$ 56,792	\$ 57,936	\$ 59,152
20	\$ 57,203	\$ 57,203	\$ 58,300	\$ 58,792	\$ 59,936
21	\$ 58,748	\$ 58,748	\$ 59,803	\$ 60,300	\$ 60,792
22	\$ 60,334	\$ 60,334	\$ 61,348	\$ 61,803	\$ 62,300
23	\$ 61,420	\$ 61,541	\$ 62,934	\$ 63,348	\$ 63,803
24	\$ 61,699	\$ 62,649	\$ 64,141	\$ 64,934	\$ 65,348
25	\$ 62,016	\$ 62,933	\$ 65,249	\$ 66,141	\$ 66,934
26	\$ 62,225	\$ 63,256	\$ 65,533	\$ 67,249	\$ 68,141
27	\$ 63,043	\$ 63,469	\$ 65,856	\$ 67,533	\$ 69,249
28	\$ 63,859	\$ 64,303	\$ 66,069	\$ 67,856	\$ 69,533
29	\$ 64,693	\$ 65,136	\$ 66,903	\$ 68,069	\$ 69,856
30	\$ 65,486	\$ 65,987	\$ 67,736	\$ 68,903	\$ 70,069
31	\$ 66,313	\$ 66,796	\$ 68,587	\$ 69,736	\$ 70,903
32	\$ 67,174	\$ 67,639	\$ 69,396	\$ 70,587	\$ 71,736
33	\$ 68,030	\$ 68,517	\$ 70,239	\$ 71,396	\$ 72,587
34	\$ 68,890	\$ 69,390	\$ 71,117	\$ 72,239	\$ 73,396
35	\$ 69,749	\$ 70,268	\$ 71,990	\$ 73,117	\$ 74,239

STEP INCREMENT (M.A.)

	2020-21	2021-22	2022-23	2023-24	2024-25
Steps					
0	\$ 44,000	\$ 44,000	\$ 46,400	\$ 47,600	\$ 49,000
5	\$ 45,255	\$ 45,504	\$ 47,421	\$ 48,720	\$ 50,000
6	\$ 45,907	\$ 46,160	\$ 48,104	\$ 49,421	\$ 50,720
7	\$ 46,653	\$ 46,825	\$ 48,760	\$ 50,104	\$ 51,421
8	\$ 47,412	\$ 47,586	\$ 49,425	\$ 50,760	\$ 52,104
9	\$ 48,183	\$ 48,361	\$ 50,186	\$ 51,425	\$ 52,760
10	\$ 48,953	\$ 49,147	\$ 50,961	\$ 52,186	\$ 53,425
11	\$ 49,743	\$ 49,932	\$ 51,747	\$ 52,961	\$ 54,186
12	\$ 50,555	\$ 50,738	\$ 52,532	\$ 53,747	\$ 54,961
13	\$ 51,367	\$ 51,566	\$ 53,338	\$ 54,532	\$ 55,747
14	\$ 52,179	\$ 52,394	\$ 54,166	\$ 55,338	\$ 56,532
15	\$ 52,990	\$ 53,222	\$ 54,994	\$ 56,166	\$ 57,338
16	\$ 53,816	\$ 54,050	\$ 55,822	\$ 56,994	\$ 58,166
17	\$ 54,657	\$ 54,892	\$ 56,650	\$ 57,822	\$ 58,994
18	\$ 55,513	\$ 55,750	\$ 57,492	\$ 58,650	\$ 59,822
19	\$ 56,677	\$ 56,677	\$ 58,350	\$ 59,492	\$ 60,650
20	\$ 58,082	\$ 58,082	\$ 59,277	\$ 60,350	\$ 61,492
21	\$ 59,514	\$ 59,514	\$ 60,682	\$ 61,277	\$ 62,350
22	\$ 61,121	\$ 61,121	\$ 62,114	\$ 62,682	\$ 63,277
23	\$ 62,222	\$ 62,344	\$ 63,721	\$ 64,114	\$ 64,682
24	\$ 62,491	\$ 63,466	\$ 64,944	\$ 65,721	\$ 66,114
25	\$ 62,795	\$ 63,741	\$ 66,066	\$ 66,944	\$ 67,721
26	\$ 63,001	\$ 64,051	\$ 66,341	\$ 68,066	\$ 68,944
27	\$ 64,135	\$ 64,261	\$ 66,651	\$ 68,341	\$ 70,066
28	\$ 65,271	\$ 65,417	\$ 66,861	\$ 68,651	\$ 70,341
29	\$ 66,524	\$ 66,576	\$ 68,017	\$ 68,861	\$ 70,651
30	\$ 67,793	\$ 67,855	\$ 69,176	\$ 70,017	\$ 70,861
31	\$ 69,058	\$ 69,149	\$ 70,455	\$ 71,176	\$ 72,017
32	\$ 70,324	\$ 70,439	\$ 71,749	\$ 72,455	\$ 73,176
33	\$ 71,590	\$ 71,731	\$ 73,039	\$ 73,749	\$ 74,455
34	\$ 72,876	\$ 73,022	\$ 74,331	\$ 75,039	\$ 75,749
35	\$ 74,166	\$ 74,334	\$ 75,622	\$ 76,331	\$ 77,039