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**AGREEMENT**

**BETWEEN**

**ORANGE COUNTY LEGISLATURE**

**AND**

**ORANGE COUNTY COMMUNITY COLLEGE FACULTY  
ASSOCIATION**

**Academic Years**

**2017-2024**

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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Legislature of the County of Orange (hereinafter referred to as the "County") and its professional employees (hereinafter referred to as "Faculty or "Employees") represented by the Faculty Association of Orange County Community College (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for Orange County Community College (hereinafter referred to as the "College") so that the cause of public higher education may best be served in Orange County, the County and the Association enter into this agreement.

## **ARTICLE I RECOGNITION**

A. The Employer has recognized the Orange County Community College Faculty Association as the exclusive negotiating representative for all full-time and part-time day teaching faculty, librarians, academic advisors , and technical assistants presently employed or hereafter employed by the Employer, as set forth in the Order of Certification issued by the Public Employment Relations Board dated January 3, 1969 (a copy of which is attached hereto as Appendix A) for the maximum period allowed by law.

B. Upon receipt of appropriate individual written authorizations, the Employer shall deduct the regular membership dues of the Association from the salary of each employee within the bargaining unit and remit said deductions within two (2) weeks of the deduction to the Association. The Employer will not accord dues deduction or similar check off rights to any other organization representing or purporting to represent employees in the bargaining unit represented by the Association. Such authorization shall continue year to year unless revoked in writing by the member. For new hires, such deduction is to begin no later than thirty (30) days after the effective date of employment provided that written authorization has been received.

C. The Association shall indemnify the Employer and any of its representative(s) and hold the Employer and any of its employees and officers harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the Employer or any of its representative(s) for the purpose of complying with this Section or for the purpose of complying with agency fee deductions made from the wages of those members of the bargaining unit who choose not to be union members; except that the Association shall not indemnify nor hold the Employer harmless if the Employer acted in a negligent or intentionally wrongful manner.

## **ARTICLE II ASSOCIATION AND MEMBER RIGHTS**

A. The Employer<sup>1</sup> hereby agrees that every professional employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New York, the Employer undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass the president, vice presidents, secretary or treasurer of the Association or any instructor in the enjoyment of any rights conferred by the Public Employees' Fair Employment Act or other laws of the State of New York or the Constitutions of New York and of the United States; that they will not discriminate against the president, vice presidents, secretary or treasurer of the Association or any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in collective professional negotiation with the Employer, or his institution of any grievances, complaints or proceedings under this Agreement.

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<sup>1</sup> The use of the term Employer is not intended to modify in any manner the relationship between the parties as it has heretofore existed.

A. If any faculty member or the Association believes the Employer has violated a provision of Article II, Paragraph A of this Agreement, the faculty member or the Association may challenge the Employer's action through the procedures provided by applicable law, but the Employer's action may not be challenged through the Grievance Procedure provided by this Agreement.

B. The College shall set aside one Monday afternoon of every month from 3:00 p.m. to 5:00 p.m. for Association meetings. Said Association meetings will take precedence over all other College meetings and classes of this day. The Association and its representatives shall have the right to use College facilities for other meetings with the consent of the appropriate College administrator. Such consent shall not be unreasonably withheld.

C. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided there is no interference with instruction or College operations.

D. The Association shall have the right to post notices of its activities and matters of Association concern on College bulletin boards. The College will provide bulletin boards. The Association may use the intra-campus College mail service, e-mail and instructors' mailboxes for communications to instructors, including faculty-wide distributions.

E. The Association shall have the right to use College facilities and equipment, including, but not limited to, typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at all reasonable times when such equipment is not otherwise in use. The Association shall provide its own materials, including paper and stationery, and shall reimburse the College for any costs incurred in the use of such facilities and equipment.

F. The Employer, upon written request, shall allow the Association access to public documents within its possession within seven **(7) working days** of the date when said request is received. The Employer shall also provide information or access to records, other than confidential records, the contents of which are needed to process grievances. Such information shall be provided or access permitted within **six (6) working days** of receipt of such written request. The

parties recognize that the Employer has no duty to create materials, documents, communications or records.

A copy of the College budget document, along with such explanatory data as may be included therein, shall be delivered to the Association at the time the same is received by the Orange County Legislature and becomes a public record. This provision shall also pertain in like manner to all subsequent revisions, supplements and other addenda. This provision is intended to continue the present practice in transmitting said documents.

G. The College shall maintain a personnel file for each member of the faculty in the Office of the Vice-President of Academic Affairs, which shall contain a copy of any document that may be used for decisions on retention, tenure, promotion and recommendations. Said file need not contain course materials and examinations originated by a faculty member. A faculty member or an authorized representative of the Union, upon request of the faculty member, shall have access to said file between the hours of 9:00 a.m. and 5:00 p.m., upon request to the vice president for academic affairs, and shall have the right to reproduce said documents or be furnished with reproductions. A request for access to said files shall not be unreasonably denied.

At the time of its insertion, a full-time faculty member shall be notified via email of the placement in his/her personnel file of material which may negatively affect retention, tenure, promotion and recommendation. He/she shall have an opportunity to review the material and respond to it in writing within fifteen **(15) working days** of notification that material has been placed in his/her personnel file. In the event such notification is not given, the faculty member shall, nonetheless, have the subsequent right to review the material, insert a written response in the file, and, in the event an evaluation has already been made, have a reconsideration of the decision based on the complete file.

H. The Association President or their designee have the right to appear at any meeting of the Board of Trustees open pursuant to law. When said meeting concerns any matter relating to faculty complaints the Association shall be informed in advance whenever such item shall appear on the agenda, but the president of the Association will be permitted to appear before the Board of

Trustees on other matters only after such matters have been channeled through the President of the College.

I. Authorized spokesmen for the Employer and the Association shall meet at the request of either party to discuss matters related to the operation of this Agreement. Said request shall be in writing via email and shall clearly state the subject matter or matters to be discussed. Other meetings may be held by mutual consent of the parties. Any decision resulting from said discussion shall be reduced to writing and shall become operative when signed by the presidents of the Association and the College and thereafter shall be binding on the parties. Said decision shall further delineate, but not modify, the provisions of this Agreement.

J. The Association shall furnish the Employer with a list of those individuals who are members of the negotiating committee no less than thirty (30) days prior to the beginning of classes in a semester during which negotiations are to be conducted. The Employer and the Association shall also agree to a regular negotiation time within five (5) workdays after receipt of said list.

The Employer shall Appendix the teaching loads of seven (7) negotiating team members in a manner which provides them concurrently with a consecutive Four (4) -hour block of time without classes during the hours of operation of the College. Said seven (7) negotiating team members shall include the president of the Association, shall not include more than one (1) member from each department, and shall be designated solely by the Association. The designation of the said seven (7) negotiating team members shall not thereafter be altered except by mutual agreement.

In no event shall the operation of this provision impede the scheduling and initiation of classes. This provision shall apply to time spent in actual negotiation with the Employer.

The Employer affirms that it can make any necessary Appendix changes for the seven (7) designated team members up to twenty-five (25) days prior to the beginning of classes.

K. i) The Faculty Association President shall be given an abatement of six (6)-credit hours per semester.

ii) In the semester preceding the opening of negotiations and during the semesters of negotiations, until contract ratification, the Association Vice President for Collective Bargaining, also known as co-chair of negotiations, shall be given an abatement of three (3) credits per semester.

iii) The Association Vice President of Contract Management and Grievance shall be given an abatement of three (3) credit hours per semester.

L. The academic calendar shall be submitted to the Association president for advice and recommendation prior to its adoption and promulgation.

M. A labor-management committee will be established consisting of two administrators chosen by the president of the College or her/his designee and two officers of the Faculty Association. This committee will meet to discuss any contractual issues that arise not directly addressed by this contract.

N. The college will notify the Association of the hire and start date, department/tenure area and subject assignment, if certification specific, of all new hires within (5) days of hire. Such notification will also include where (rank/standing) the new hire was placed on the salary tables.

O. By October 1 of each year, irrespective of any payroll deduction correspondence, the College will provide the Association with a full list of employees working in represented titles, including names, job title, tenure area, building assignment and home address and phone number.

P. The Association will be notified within (5) business days of the separation of service of any employee working in a represented title.

### **ARTICLE III MANAGEMENT RIGHTS**

The Association recognizes that nothing contained in this Agreement shall be deemed to limit the County, the Board of Trustees or the College in any way in the exercise of their regular and customary function of management, including but not limited to:

1. The scheduling of classes and other activities;
2. The right to introduce new or improved methods or facilities;
3. The right to formulate any reasonable rules and regulations;
4. The right to employment of faculty and initial placement on the salary

Appendix;

5. The use and control of college property; and all other rights that have traditionally belonged to the County, the Board of Trustees or the College.

All the rights, powers and authority, which have not been specifically abridged, terminated or modified by this Agreement, are recognized by the Association as being retained by the County, the Board of Trustees or the College. The management rights reserved by this article are not subject to grievance and/or arbitration procedures set forth in this Agreement unless in the exercise of said rights the County, the Board of Trustees or the College has violated a specific term or provision of this Agreement.

**ARTICLE IV  
CONDITIONS OF  
EMPLOYMENT**

**A. Teaching Load**

1. (a) The teaching load for a full-time faculty member shall be limited to a maximum of 27 credit hours with a maximum of 780 student contact hours and a maximum of 260 students per academic year or a maximum of 36 contact hours with a maximum of 780 student contact hours and a maximum of 260 students per academic year shall apply, subject to the modifications set forth in sections two (2) through six (6) below. A load of 24 credit hours shall be considered a full load for purposes of this contract. A load of 12 or more credit hours in a given semester shall be considered to be full-time for that semester. Existing courses shall continue to carry the same credit and contact basis as carried during the predecessor contract unless modified by the present governance process.

(b) The first such limit reached by a member of the unit shall constitute his/her maximum load.

(c) When the semester teaching load is less than fifteen (15) teaching credit hours or eighteen (18) contact hours, one additional course, or an equivalent to one additional course, may be assigned for that semester provided that the maximum for the Fall and Spring semesters as stated above, shall not be exceeded. A faculty member teaching at more than one OCCC campus in a given day three times per week or less on load will receive an additional credit or contact hour. A faculty member teaching four (4) or five (5) days per week, per semester on load at

more than one (1) Orange County Community College campus will receive two additional credits or contact hours. In the event the assignment of the additional credit hour or contact hour causes the teaching load to exceed 27 credit hours or 36 contact hours, the faculty member shall be compensated an additional \$800 or per Appendix C-2 or whichever is greater for assignment of each credit or contact hour. This additional compensation shall not apply to faculty assigned a teaching load of up to thirty (30) credit hours.

(d) Faculty assignment to off-campus teaching sites on load will be accomplished in the following order:

(1) Volunteers for courses offered in their discipline or discipline of secondary competence from current faculty.

(2) New faculty will be hired specifically for the off-campus site, based upon need and budget as determined by the administration.

(3) In the event a current faculty loading cannot be achieved by on-campus day and/or evening assignments, then off-site loading will be determined by #4 below.

(4) The assignment of full-time faculty shall be made within a discipline beginning with the least senior full-time faculty member and progressing through to the full-time faculty member with the greatest seniority, as defined in the Retrenchment clause of Article IV.

(e) Prior to assignment of such additional credit or contact hour the College shall, insofar as practicable, equalize the teaching load among members of the affected department or discipline.

(f) No additional preparations shall be assigned in order to permit the assignment of the additional credit or contact hour provided above.

2. (a) Commencing with the 1988-89 academic year and thereafter, twenty (20) full-time faculty members who were on the Employer's payroll during the 1985-86 academic year, may be assigned a teaching load of up to thirty (30) credit hours in alternate years.

(b) All full-time faculty members hired subsequent to September 1986 may be assigned teaching loads up to thirty (30) credit hours each academic year.

(c) Sixteen (16) credit hours shall be the maximum assigned in any semester, excluding redefined time and extra credit or contact hours granted as a consequence of teaching at more than one campus.

(d) If any employee is regularly assigned to perform classroom duties at an off-campus location during the same workday that he/she also has a regular class assignment on campus, then the Employer shall compensate that employee or redefine his/her workload.

Qualified employees under this provision shall have the appropriate compensation paid or redefined workload made during the semester that the assignment described above occurs.

(e) An employee shall be reimbursed at the County rate for approved mileage actually driven to perform duties at an off-campus location assigned to the employee. In no event shall the mileage reimbursement rate be less than the currently acceptable IRS rate.

(f) Academic Advisors, Counselors and Librarians shall work their standard workweek as herein provided including travel from one approved work location to another during the course of the workday.

(g) The Employer shall assign travel time and distance allowances for purposes of mileage to each regularly assigned off-campus location after consultation with the Association and/or faculty members involved. Such Employer determinations of travel time and distance allowances shall be non grievable.

(h) Three (3) hours of authorized travel time per week, between work locations, shall be deemed equal to one (1) contact hour per week for teaching faculty.

(i) The Employer shall redefine the employee's work load as herein provided or alternatively pay said employee a pro rata amount of additional compensation equal to his/her basic salary multiplied by the ratio of equivalent contact hours or fractions thereof computed as herein provided to total contact hours. The choice of alternatives shall be at the sole discretion of the Employer.

(j) Faculty members who teach ½ credit courses in Movement Science lasting a half semester in duration will have each student in these courses counted as a .5 student when calculating the student maximum and student contact hours maximum per year.

3. General Loading Provisions:

(a) English faculty teaching composition, reading, or developmental courses shall be limited to a teaching load of twenty-seven (27) credit hours per academic year.

(b) Faculty members who teach the equivalent of a three (3) hour credit course for CAPE shall be paid in accordance with Appendix C-2.

(c) Every effort shall be made to Appendix each full-time faculty member's teaching load within an eight (8) hour period on any one day between the hours of 8:00 a.m. and 5:00 p.m., if practicable.

(d) Courses which have been cancelled in the past and have regularly had difficulty in reaching minimum numbers of registrants will be subject to early cancellation based upon the following procedure:

(1) December 1 shall be the cut-off date of the spring semester and June 1 shall be the cut-off date for the fall semester.

(2) The administration will compare the number of students registered in any particular course(s) with the number of students registered therein at the same cut-off date in the prior year.

(3) The administration will compare the total registration for those courses in the prior year with the number of students registered in those courses on the cut-off date of the prior year and add the number of students who registered subsequent to the end of early registration in those courses in the prior year to the number of students who have registered by the cut-off date. If the total is less than the minimum required to offer the course, the course may be cancelled.

(4) The determination of whether a particular course will be cancelled will be made by the vice president for academic affairs in consultation with department chairs.

(5) If, as a result of the above process, a faculty member cannot be scheduled to a full load during the day, he/she may be scheduled courses in the evenings on load.

(6) A joint faculty-administration committee will be established to review the aforesaid process and make recommendations thereon to the president of the College.

(e) There shall be a maximum workweek of Monday through Friday for full-time faculty.

4. Faculty members who are assigned a teaching load of thirty (30) credit hours may not be assigned more than one evening course on load per semester unless it becomes necessary to do so to achieve load.

5. Course Preparations: The number of distinct preparations for a full-time faculty member assigned a thirty (30) credit hour teaching load shall be no more than three (3) per semester. It is the intent of the administration that wherever practicable an instructor shall be assigned no more than two (2) separate course preparations per semester. Faculty on contact load with four (4) or more preparations per semester may be given a reduction in load at the discretion of the department chair.

The College shall attempt to equalize the assignment of course preparations among the faculty of a department or discipline.

6. Effective until November 6, 2008, the College administration will exercise discretion in reducing advisees and office hours to faculty members working a thirty (30) credit hour teaching load. Effective November 6, 2008, the College administration will exercise discretion in reducing advisees and office hours for full-time faculty members.

7. All ten-month faculty as defined by Appendix I, as distinguished from full-time teaching faculty, shall work a thirty-five (35) hour week for a ten-month work year, commencing with the fall college assembly/workshop. If days are worked before the assembly/workshop, those days must be taken as compensatory days during the current academic year. In a given semester, a counselor may be assigned to teach a maximum of three (3) one-credit courses related to counseling duties. A counselor may agree to teach

additional credits off load during the semester

and shall be compensated at the Continuing Education Rate specified in Appendix C-2. The College reserves the right to require librarians, counselors and technical assistants to work an additional month during the summer. The compensation for the additional period will be based on a per diem rate. The per diem rate for that period will be calculated as follows: Base salary times 10% divided by 140 hours times number of hours worked. Counselors hired to teach a course outside of their normal workday shall be compensated at the Continuing Education Rate specified in Appendix C-2.

Librarians, counselors and technical assistants required to work after the winter recess during the period that College administration offices reopen up to the first day of classes shall receive prorated compensation for that period.

8. Academic advisor/retention specialists, as distinguished from full-time teaching faculty, shall work a thirty-five (35) hour week for a 12-month work year, commencing with September 1 and ending on August 31. Academic advisor/retention specialists may be assigned to teach up to a three-credit course per semester. Time spent teaching the course and preparing for the course shall be included within the 35-hour work week according to the following guidelines: for 3-credit courses, three hours of teaching time and three hours of preparation time per week; for 2-credit courses, two hours of teaching time and two hours of preparation time per week; and for 1-credit courses, one hour of teaching time and one hour of preparation time per week.

9. If an academic advisor/retention specialist works more than thirty five (35) hours in a given week, (s)he shall receive compensatory time off on an hour-for-hour basis for each hour actually worked in excess of thirty five (35) hours and on a time-and-one-half basis for each hour actually worked in excess of forty (40) hours. All overtime hours must be authorized in advance by the member's immediate supervisor. Such compensatory time off entitlement shall not be convertible to a cash entitlement. Any hours worked for which any other form of compensation is received shall not be counted towards hours worked for the purpose of this clause. All compensatory time must be used within the academic year earned unless permission is otherwise granted by the president.

10. Part-time Day Faculty

Part-time day faculty members, regardless of their part-time teaching load, shall be paid at the rate outlined in Appendix C-2.

Adjuncts with previous SUNY Orange teaching experience will be given first consideration for future adjunct assignments.

11. Evening Division and Summer Term Teaching and other Duties for Extra Compensation/Abatement

Full-time faculty members choosing to teach in the evening or summer shall be given first priority in both evening division and summer school teaching assignments within their disciplines or disciplines of secondary competence. Provided that all such priority requests for one additional course have been met and that the department chair desiring one such course has also obtained it, those full-time members desiring a second evening or summer course shall again have first priority in that assignment. The College may elect to employ persons having special qualifications to teach summer school, in which case the College shall notify the Association of the action it is taking.

Departments shall make every reasonable effort to see that extra compensation/abatement duties, including overloads, are distributed equitably to all full-time department members who desire such duties. In any department where a full-time faculty member requests it, the department shall adopt a written policy regarding the methodology for equitable distribution of such duties. Said policy must be approved by a majority of department members voting by written ballot at a department meeting. The departmental policy must be approved by the associate vice president of the division.

12. Independent Study: Independent study is defined as a one faculty member to one student educational experience. Independent study will be assigned to faculty on a voluntary basis. Independent study may be authorized when: (a) the student needs credit for graduation and (b) the student is unable to take a course when usually offered due to extenuating circumstances.

The salary rate will be ten percent (10%) of the Continuing Education and Part-time Day Faculty rate by rank multiplied by the number of credits multiplied by the number of students so taught.

13. In the event that a faculty member is assigned to teach on load at night on two evenings, that faculty member shall have a four (4) day Appendix, which four (4) day Appendix shall be assigned in each semester in which two (2) evenings are taught by such faculty member. Off campus assignments, on load, at correctional facilities, shall be on a voluntary basis.
14. The professional "determines the amount and character of the work he/she does outside his/her institution with due regard to his/her paramount responsibilities within it" (AAUP statement). A faculty member may pursue any outside activities of his/her interest so long as they do not interfere with the performance of classroom and other campus duties. A faculty member who chooses to work outside the College during the normal instructional day shall have previously notified the college president or his/her designee of such outside activity and the extent thereof.
15. Redefined Time: Redefined time shall be granted a faculty member, including librarians, counselors, and technical assistants, for professional duties in lieu of normal contractual duties, provided that such duties have been specifically delineated and assigned by the Administration and that such duties have been voluntarily accepted by the faculty member. Professional duties that qualify for redefined time include, but are not limited to, the following:
  - (a) Academic Advising Team membership, which shall result in the faculty member having redefined time equivalent to a three-credit-hour course applied to his/her teaching load.
  - (b) Service as the president of the College Governance.
  - (c) Direction and/or production of theatrical events.
  - (d) Service as a consultant to the College to orient and train faculty in the use of academic computer software.
  - (e) Assignment by the administration to a grant which provides funds for the faculty member's salary.

(f) Program development work approved by the vice president for academic affairs or the vice president for student affairs, as appropriate.

The assignment of professional duties in lieu of teaching shall be equivalent to one (1) contact hour of teaching load for each thirty (30) hours of professional duty assigned per semester.

The assignment of professional duties in lieu of teaching shall be in accordance with the following procedure:

(g) An assignment shall be made available to all full-time faculty by posting a description of the assignment in a timely manner. In addition, should an assignment arise during the summer, notice shall be sent by e-mail to all full-time faculty, provided that the full-time faculty member has notified the administration of his/her desire to receive such notices, and the faculty member has given a correct address for such mailings.

(h) The administration shall send a notice of each assignment to the Association president.

(i) Each notice of an assignment will state the necessary qualifications, duty hours per week, time period of appointment, the redefined time in credit and contact hours and a deadline date for application.

(j) A period of time shall be provided to permit full-time faculty members to respond to a notice of assignment. Notice of assignments issued during the fall or spring semesters shall allow a response time of at least five (5) work days, from the time the notice is mailed to the full-time faculty.

(k) Full-time faculty who choose to respond to a notice of an assignment must do so in writing. The application must include a statement of the faculty member's qualifications and explain why the faculty member should be selected.

(l) A search committee will be formed for any assignment that requires twelve (12) or more hours per week during a fifteen (15) week semester. The search committee will be comprised of at least two members appointed by the Administration and at least one member

appointed by the Association. The search committee shall review all applications for the assignment and interview those applicants who are qualified. The search committee shall ensure the confidentiality of the selection process. The search committee shall forward its recommendations to the appropriate Vice President for approval.

(m) The Administration reserves the right to determine each assignment and whether or not such assignment will be offered to members of the Association.

(n) Should an individual chosen for a redefined load become unable to complete his/her assignment during the semester, he/she shall retain redefined credit toward load for the semester. The Administration may appoint a replacement for a period not to exceed one calendar year.

(o) The Administration reserves the right to make the final selection and decision to appoint. Such decisions will not be subject to the grievance procedure as provided in the Agreement. Otherwise, all provisions governing the selection procedure of full-time faculty for professional duty, in lieu of teaching, shall be subject to the grievance procedure as provided in this Agreement.

16. Full-time members of the faculty in the ranks of assistant professor, associate professor and professor may be granted, upon their request, a reduced pro-rated assignment. During this period of time, they shall receive a pro-rated salary and shall remain eligible for all benefits. However, certain benefits may be pro-rated or require faculty contribution in accordance with the terms of the bargaining unit's agreement.

**B. Retrenchment**

Any retrenchment of professional personnel shall be governed by the following provisions:

1. For purposes of Retrenchment, the following terms are defined:
  - (a) Retrenchment: is the layoff of professional personnel at the College.
  - (b) Professional Personnel: are individuals holding tenure at the College.

(c) Seniority: Seniority within a discipline shall be determined by length of continuous service, with no lapse in service in excess of one (1) year, except for authorized leaves beginning with permanent full-time employment. Interruptions in service shall not apply for the purposes of seniority, except for authorized leaves. In the event several individuals share the same date of original employment, seniority shall be based upon the date of the letter of the original appointment. In the event several individuals share the same date of the letter of original appointment, seniority shall be based upon the date stamped receipt of the application or résumé by the College.

(d) Disciplines: are listed in Appendix B.

2. The College shall seek alternatives to retrenchment of professional personnel including normal attrition, seeking voluntary terminations, offering unpaid leaves of absence, seeking voluntary reduction in load for reduced compensation, offering overload and evening division courses normally given to others for extra compensation to professional personnel facing retrenchment and encouraging early retirement as provided elsewhere in this Agreement. Consideration will also be given to requests made for Sabbatical Leaves for the purpose of retraining in accordance with the Sabbatical Leaves provision of this Agreement. Professional personnel who accept unpaid leaves of absence may continue their health insurance coverage under the County's plan by tendering an amount of money equivalent to the employee's "premium" share.

3. (a) In the event of a retrenchment in a discipline, all Orange County Community College professional personnel in that discipline holding tenure shall be retrenched in inverse order of seniority. Before there can be retrenchment of professional personnel in a discipline, part-time faculty, then full-time temporary, and then non-tenured faculty shall not be reappointed within the discipline.

(b) For purposes of application of the retrenchment provisions of this Agreement, tenure shall only be granted to professional personnel holding positions in this bargaining unit or individuals teaching in a full-time position in another recognized or certified

bargaining unit at the College.

(c) All persons holding tenure recognized hereunder shall be placed on a seniority list indicating their discipline and the list shall be provided to all Orange County Community College professional personnel.

(d) In developing this seniority list, professional personnel shall, within thirty (30) days of the effective date of this Agreement March 5, 2015, provide the vice president of academic affairs with a written statement of a discipline in which they assert secondary competency. No such individual shall assert secondary competency in more than one discipline. If the vice president of academic affairs disapproves the individual's claimed secondary competency, the vice president shall so advise such individual within thirty (30) days of receipt of the secondary competency request.

(e) Professional personnel who are granted competency in a secondary discipline shall, in the event of a retrenchment, displace less senior professional personnel in that discipline, provided the individual has the competency to teach the available courses.

(f) In addition, the College shall give first priority consideration to displaced professional personnel who have the requisite background by virtue of undergraduate or graduate education, training, or experience to teach in other disciplines.

4. The College shall notify professional personnel of retrenchment by December 15 of the calendar year prior to retrenchment.

5. The College shall maintain a recall list of professional personnel retrenched under this Article. Retrenched professional personnel shall remain on that recall list for up to four (4) years and shall be recalled to a vacancy in their primary discipline in order of seniority and to a vacancy in their secondary discipline in order of seniority, provided they have the competency to teach the available courses. Retrenched professional personnel have the obligation to notify the College of any changes in their addresses. The College will make reasonable efforts to offer retrenched professional personnel part-time teaching opportunities which may become available.

6. The College shall continue to provide health insurance under the Agreement without cost to retrenched professional personnel for a period of three (3) months a

after the end of the contract year for that employee. The College shall continue to provide health insurance under the Agreement without cost to retrenched professional personnel until the last day of the month following the month in which the employee's status as an employee ends.

7. If professional personnel, recognized for retrenchment purposes under this Article IV, Section B, but not presently teaching in a discipline specified in Appendix B, return to the unit covered by this Agreement, they shall have all rights and privileges under this Agreement and shall be added to the appropriate discipline list with seniority from date of appointment, provided, however, the return to the unit of such professional personnel shall not, during the term of this Agreement, cause the retrenchment of a presently employed tenured faculty member.

**C. Class Size**

There shall be a maximum of twenty-five (25) students in Freshman English, and the number of students in a laboratory shall not exceed the number of fixed stations. There shall be a maximum of twenty-five (25) students in Freshman English and all Developmental classes, and the number of students in a laboratory shall not exceed the number of fixed stations.

**D. Length of Academic Year/Semesters**

(a) Full-time faculty shall, in general, teach a 15-week fall semester (including a one (1) week final exam period) starting on or after September 1 and ending on or before December 23. If the College determines that a 15-week fall semester cannot be completed between September 1 and December 23, inclusive, the year may start in the last week of August.

(b) Faculty are required to attend the Fall Workshop and that day will be considered their first day of payment for that academic year. Faculty are expected to attend the College commencement following the Spring Semester. New faculty members are required to participate in New Faculty Orientation.

(c) On a voluntary basis, faculty may choose to respond to requests for the performance of extra duties in the evening, on weekends, or outside of the academic year. In such cases, the payment shall be that shown in Appendix C-3 of this contract.

**E. Office Hours**

Each full-time faculty member is required to maintain a minimum of five (5) regularly scheduled office hours per week, spread over at least four (4) days and over the hours of the day in such a manner as to maximize access by his/her students. These hours may be changed for any week by written notice posted and communicated to the department chairperson during the preceding week. Any faculty member holding office hours at a location other than his/her office shall post a notice on his/her office door indicating where such hours are held. Such location shall be accessible to students. Any faculty member may designate one hour of regular office hours as an "online" office hour. Faculty teaching distance education courses may Appendix one virtual office hour in lieu of holding one college office hour per three-credit course or its contact equivalent. This office hour must be posted in the same manner as other office hours. The faculty member must be available using appropriate technology that allows the faculty member to be available to consult and respond to students. The method of technology must be approved by the department chairperson and can include email, chats, discussion, video conferencing, voice-over-internet protocol services and software applications (e.g. Skype), the College's adopted learning management system, and/or some other electronic means.

Each adjunct faculty member has the option, each semester, subject to department chair approval and availability of appropriate space, to maintain one (1) office hour per week, up to a maximum of two (2) total office hours, for each course of three (3) or more credits taught in a semester, payment for which shall be \$650 per office hour (maximum of 2 hours). For off campus (i.e. not Middletown or NEC) day adjunct office hours it is the adjunct faculty's responsibility to interact directly with the host agency, not the department chair or other college personnel. The adjunct faculty must obtain in writing from someone at the agency, with the proper authority, the following information: a) time/day of office hour(s) and space location b) the calendar start and end

date of the space availability c) the agency's agreement that the space will be provided at no cost to the college d) all paper work associated with this process will be submitted to the appropriate department chair.

**F. Sponsorship of Student Activities**

Sponsorship and attendance at student activities shall be on a voluntary basis except where the faculty member is given a reduced teaching load or where the faculty member has agreed to undertake a specific activity as part of his/her contract with the College.

**G. Promotions**

Instructors -- an instructor satisfying the conditions of tenure and the objective criteria for Assistant Professor will automatically move to the rank of assistant professor if granted tenure. After eight (8) temporary semester appointments, an adjunct instructor satisfying the objective criteria for assistant professor will automatically move to the rank of assistant professor upon the following appointment.

**H. Transfer**

1. Prior written consent of the faculty member is required in all instances of transfer of assignment outside either the faculty member's area of discipline or discipline of secondary competence.

2. Any faculty member who assumes administrative duties and subsequently returns to faculty status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

**I. Academic Freedom**

A faculty member has the right to select the textbooks to be used in the courses he/she teaches. If the textbook has not been used for the respective course in the five (5) prior years, such textbook selected must be transmitted to the department chair at least five (5) weeks prior to the start of the semester. The department chair shall have two (2) weeks in which to decide if such selection is not appropriate for the course. In the event the department chair decides that the

textbook is not appropriate for the course the faculty member may appeal to the vice president of academic affairs, whose decision shall be final and binding. The statement on Academic Freedom is appended hereto as Appendix D.

**J. Safety**

1. In the event that an employee deems that his/her working conditions are unsafe and would endanger the health, safety, and well-being of a person in sound physical condition and that prompt agreement to correct such conditions is not reached through informal discussion with the department head and vice president of academic affairs, he/she may then file a written appeal to the chief executive officer in accordance with Stage 2 of the Grievance Procedure.

2. In the event that said employee is not satisfied with the written decision of the chief executive officer he/she may file a written appeal with the Board of Trustees who shall respond within a reasonable period of time.

**K. Rights of Retired Members**

Upon retirement, tenured members of this unit shall be granted identification cards and faculty and staff parking stickers, on request. Upon application, such member shall be given priority in part-time day teaching assignments, but such priority shall not extend over full-time current and/or retrenched employees of the College or those with superior qualifications. Such priority shall only apply in those assignments which the administration determines in its academic judgment that the retired member is qualified to teach. Such priority shall only extend, in any event, for a period of three (3) years after the date of retirement. If it is requested and available, office space shall be provided for all professor's emeriti teaching in part-time day assignments. Such Employer determinations of space availability shall be non-grievable.

**Faculty Emeritus and Faculty Emerita**

Board Policy will allow for the awarding of Faculty Emeritus and Emerita and Distinguished Faculty Emeritus and Emerita.

Once Faculty Emeritus or Faculty Emerita status has been awarded, the faculty member may apply for the rank of Distinguished Faculty Emeritus or Distinguished Faculty Emerita. The criteria and procedures for application are attached as Appendix E.

**Privileges for Faculty Emeritus/a:**

1. Emeritus Identification Card
2. Listing in the College catalog and website
3. Faculty library privileges
4. Receipt of College publications
5. Invitations to special events, seminars, colloquia, lectures, and other scholarly events, as appropriate
6. Use of College recreational facilities

**Privileges for Distinguished Faculty Emeritus/a:**

1. Distinguished Emeritus Identification Card
2. Listing in the College catalog and website
3. Faculty library privileges
4. Receipt of College publications
5. {Standing} Invitations to special events, seminars, colloquia, lectures, and other scholarly events, as appropriate
6. Use of College recreational facilities
7. Plaque – or similar award – signifying “Distinguished Faculty Emeritus” presented during an appropriate College ceremony or event, as determined by the College

**L. Distance Education**

The term “distance education” can encompass a wide range of courses offered in several ways. For the purposes of this contract, distance education courses are defined as (1) a 100% on-line course via distance learning or (2) a hybrid course with a minimum of 50% of course material via on-line delivery plus some combination of traditional face-to-face or video/teleconferencing utilizing the College’s designated course management system.

1. **Faculty Assignments** - Full-time faculty choosing to teach a distance education course shall be given first priority within their discipline or discipline of secondary competency. No faculty member shall be required to teach a distance learning or hybrid course.

Faculty who do not volunteer cannot be adversely affected. Decisions of courses offered

should be made by the departments and department chairs with final approval by the associate vice president of the division. Faculty who develops and teach a distance education course will be permitted to teach the course for at least two semesters before another faculty member maybe selected to teach the same course section. In any semester where the College offers a distance learning (DL) course which was developed by a SUNY Orange faculty member, that faculty member will be offered to teach the first DL section of the course during that semester. All subsequent DL sections of the course that semester may then be offered to other SUNY Orange faculty at the department chair's discretion. The College may require DL faculty to complete a training program.

2. **Conditions for Course Development** - Upon completion of the development of a DL course, the faculty member will receive compensation equal to the credit hours of the course under development, as set forth in Appendix C-2. For the purposes of this section, a DL course is considered developed when the department chair determines it has been developed. Payment will be issued by the end of the semester in which the course was developed.

3. **Compensation and Approval** - During the semester in which a distance learning or hybrid course is to be taught, faculty may teach the course as part of their load, or for extra compensation as delineated in Appendix C-2. The choice, though, will be subject to approval by the department chair and associate vice president of the division. If a distance education course is cancelled the first time it is offered, the faculty member who was compensated for the development of the course will make a reasonable effort to teach the course within the following three semesters, provided that the course has sufficient student enrollment.

4. **Course Assignment** - Faculty will be expected to teach a new distance learning or hybrid course within 1 year of its development and for a minimum of 2 subsequent semesters. Where a faculty member chooses not to continue teaching a distance learning or hybrid course, the department chair and the associate vice president of the division will select who will voluntarily teach the specified course(s) in subsequent semesters.

5. **Enrollment** - The first semester a faculty member is teaching a new DL course, the faculty member has the option of capping the enrollment at 15 students. In subsequent semesters, the enrollment will be capped at 18 students effective AY 2014, and 20 students effective AY 2015, and thereafter.

6. **Change of Platform** - If the College changes to a different Learning Management System (LMS) the College will assume responsibility for the content conversion from one LMS to the new LMS. The faculty will be responsible for minor changes to complete the conversion.

If major upgrades to the current distance learning platform result in a significant reworking of courses on the part of faculty members, faculty members who are teaching a distance learning course in the semester that the upgrade is installed shall be compensated \$250 upon completion of the work.

7. **Ownership** - The faculty member who develops a distance learning course will retain the copyright to the outline, assignments, discussion questions, lectures, lecture notes and all other course materials (collectively referred to as “the materials”) which are the intellectual property of the faculty member. In the event the College wishes to use, edit or update the materials, the College will first obtain the written permission of the faculty member. Subsequent use of the materials by the College shall be at no cost to the College.

8. **Technical Support** - The College will provide faculty members who teach a distance learning or hybrid course an appropriate computer to use while the faculty member is developing and teaching the course. The faculty member’s input about his/her technological needs will be considered when the College selects the computer. The College will also provide appropriate training and technical support. The College will install the required software to teach the course on the computer in a timely manner.

9. **Class Observation** - The College may observe any distance learning course for the purpose of evaluation, provided that the College notifies the faculty member in advance of the observation. The College may visit any distance learning course for the purpose of responding to technical problems without prior notification.
10. **Course Evaluations** - Student course evaluations will be administered on all distance learning courses utilizing the same or similar procedures as traditional courses.
11. **Access** -The College will take reasonable precautions to restrict access to bulletin board postings, internet postings and e-mail correspondence against piracy or unwarranted intrusion. Faculty members shall be held harmless in the event of any intrusion, misuse, or inappropriate electronic communication unless same was due to negligence by the faculty member.
12. **Other Distance Learning Providers** - The College shall not sponsor a distance learning or hybrid course by any other institution or provide a reception site for any course that would compete with a SUNY Orange course currently being taught and/or listed in the College catalog unless: (1) the College enters into a reciprocal agreement with the other academic institution(s) for the purpose of offering shared delivery of programs and/or courses (i.e. academic consortia), (2) the department chair deems such an offering acceptable, and (3) no other eligible member of the department or adjunct is willing to teach the distance learning course.

## **M. Drug Testing**

Faculty who are supervising students during clinical fieldwork at facilities that require drug testing must complete a drug screening as outlined below:

Before a faculty member can enter the clinical site, he/she must submit to a drug screening performed by an official site. The results will then be forwarded by the site to the College's Health Nurse's office for review.

### **SECTION I - TESTING PROCEDURES**

Urine Testing: Urine testing will be done in a hospital, medical office/clinic or laboratory site to be chosen by the College, after consultation with the Faculty Association, which, from time to time, or depending on the day of the week or hour of the day, may change.

The employee will complete a chain of custody form as directed by the lab technician. The employee will provide his or her urine specimen in private and the providing of the sample will not be observed. The employee will fill the specimen container and close it immediately after giving the specimen. The employee will initial and date the security tape and seal the specimen bottle. The employee will give the sealed specimen container to the technician who will log it and secure it for screening. The employee will complete information requested on the chain of custody form and sign it and date the form. However, an employee's refusal to follow the chain of custody procedures shall not invalidate test results. The laboratory's chain of custody procedures will be followed if different from the procedures set forth herein.

The sample shall be tested in accordance with the procedures as designated by the site. After the employee receives notice of a confirmed positive test from the College's Health Nurse's office, the employee may make a written request within five (5) calendar days to the associate vice

president of human resources for a retest of the remaining portion of the split sample. The employee may then, at his or her own expense, have the sample retested by the laboratory that performed the initial test or by a different duly licensed laboratory selected by the employee. The selected laboratory shall be responsible for pick-up and transport of the sample back to the initial laboratory and it shall ensure chain of custody. Notwithstanding the above, should the retest be a confirmed negative then the College will reimburse the employee for all costs for the second test.

## **SECTION II - REASSIGNMENT PENDING TEST RESULTS AND DISCIPLINARY ACTION**

Any employee who has received a confirmed positive test of using an illegal substance, and/or drugs in violation of this policy may, at the discretion of the vice president for academic affairs or his/her designee, be immediately removed from duty pending the results of the drug test. In lieu of removal the vice president for academic affairs or his/her designee may, in his/her discretion, reassign the employee to such duty as is determined by the vice president for academic affairs or his/her designee. Where the results are negative then the employee shall be placed back on regular assignment and leave accruals shall be restored. Where the results of the test are positive, or if an employee fails or refuses to submit to an ordered test, the employee may be subject to discipline pursuant to Article VII of this Agreement.

An employee found guilty of violating this policy may be subject to disciplinary penalties, as set forth in the Article VII of this Agreement and in addition, may be required to participate in drug and/or alcohol counseling as set forth in Section III below.

## **SECTION III - DRUG REHABILITATION PROGRAM**

Where an employee, on his or her own behalf, or someone on his or her behalf, voluntarily informs the department chair that he or she is experiencing problems with drug use, who has not previously been the subject of a disciplinary penalty, following applicable due

process procedures, if any, for drug use and has not been involved in any conduct or occurrence which would require the employee to be tested pursuant to this policy, that employee will be afforded the opportunity to participate in a drug rehabilitation program, rather than being subjected to disciplinary action. The particular program in which the employee will participate must be a program approved by New York State and must be approved by the College. Enrollment in a drug program in lieu of disciplinary action shall only be available where the employee has never tested positive for drug use while employed by the College.

A leave of absence for treatment on an in-patient or out-patient basis will be granted for a period not to exceed sixty (60) calendar days. However, the vice president of the employees' area, after consultation with the department chair and associate vice president of human resources, may approve an additional leave of thirty (30) calendar days at his/her discretion. While on leave of absence, the employee may use accumulated sick time, holidays and other accrued leave time. Otherwise, said leave of absence is without pay.

An employee who chooses to participate in an outpatient program and who does not wish to take a leave of absence, may, at the discretion of the department chair, continue with his or her duties either on regular assignment, reassignment or limited duty as deemed appropriate by the department chair in his/her sole discretion. Nothing herein, however, shall be deemed to create a right on the part of an employee to limited, reassigned or light duty. Such reassignment, light or limited duty shall only be provided if the department chair deems it available within the department.

An employee is responsible for all costs for and associated with any treatment program in which he or she participates. The College shall bear no responsibility for any such costs, except for those benefits normally provided to Unit members pursuant to the Collective Bargaining Agreement.

An employee participating in a program must sign a Release for the College to be provided with information by the program with regard to testing done by the program and the employee's participation and performance in the program. Return to work after completion of the program may only occur upon certification from the program that the employee has satisfactorily participated in the program, that the program recommends return to regular assignment and that there is proof of no drug use for a period of two (2) weeks prior to return to work. Upon return to work, the employee shall be subject to testing as set forth in Section I above. The final decision as to whether to permit an employee to return to work shall be made by the associate vice president of human resources after consultation with the department chair and appropriate vice president, but no later than two (2) weeks after receipt of the information discussed above. In the event the associate vice president of human resources determines not to permit the employee to return to work, any action taken by the College to implement this determination must be in accordance with any rights the employee has pursuant to the Collective Bargaining Agreement.

## **ARTICLE V FACULTY BENEFITS**

### **A. Salary**

1. Effective September 1, 2017, base salaries of returning full-time members will not be increased. Full-time members shall retain any step movement they received at the beginning of academic year 2017/18 to the next prevailing minimum base salary for the academic rank. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.
2. Effective September 1, 2018, base salaries of returning full-time members will not be increased. Full-time members shall retain any step movement they received at the beginning of academic year 2017/18 to the next prevailing minimum base salary for the academic rank. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.
3. Beginning academic year 19/20, base salaries of returning full-time members will not be increased. Full-time members shall retain any step movement they received at the beginning of academic year 2017/18 to the next prevailing minimum base salary for the academic rank. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.
4. Beginning of academic year 20/21, base salaries of returning full-time members will be increased by 1.75%. Any retroactive payments to full-time members to reflect this increase will be made in the month following formal ratification/approval of this agreement by the County Legislature. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.
5. Beginning of academic year 21/22, base salaries of returning full-time members will be increased by 3.25%. Any retroactive payments due to members to reflect this increase will be made in the month following formal ratification/approval of this agreement by the County Legislature.

Upon ratification, returning full-time members will receive a one-time payment of \$6,000. This one-time payment will not become part of base pay, but will be considered as eligible income for retirement benefit calculations. This one-time payment will be made in the month following formal

ratification/approval of this agreement by the County Legislature.

6. Beginning of academic year 22/23, base salaries of returning full-time members will be increased by 3.25%. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.
7. Beginning of academic year 23/24, base salaries of returning full-time members will be increased by 3.25%. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.

The updated salary tables for 10-month and 12-month faculty are attached to this Stipulation of Agreement and will be added to Appendix C-1 of the contract.

Tables C-2 and C-3 have also been updated to reflect the above changes. The updated tables are attached to this Stipulation of Agreement and will be added to Appendices C-2 and C-3 of the contract. Table C-2 reflects rates for part-time day adjuncts and for full-time faculty teaching for extra compensation. Table C-3 reflects the rates for work performed outside of regular duties.

1. The rate for continuing education and for full-time bargaining unit members electing to teach evening and/or summer courses for additional compensation shall be as per the attached Appendix C-2.

**Effective September 1, 2014, the part-time day rate shall be in accordance with the attached Appendix C-2.**

2. Whenever a new faculty member is placed on the salary appendix in a title other than Year 1 instructor, the Faculty Association President must be notified via email. The College/County shall have absolute discretion in hiring, appointment and placement of new bargaining unit employees on the salary Appendix, which decisions are not grievable nor subject to the arbitration procedure. However, in the event a newly hired full-time tenure-track faculty member is appointed with a salary higher than a current full-time tenure-track faculty member in the same discipline who has clearly comparable skills, qualifications, training, and experience, the Association president shall be notified

via email and the current full-time faculty member may request an upgrade to that salary. While appointment decisions of faculty regarding their qualifications, skills, training, and experience are recognized academic judgments resting solely with the College administration, a current faculty member who is not placed at a higher salary and who contends that he/she has clearly comparable skills, training, qualifications and experience to the newly hired and appointed faculty member in the same discipline, may appeal the College Administration's decision to the Board of Trustees. The decision of the Board of Trustees shall be final. Application and interpretation of this provision is not subject to the grievance and arbitration procedure.

3. **Salary Minima:** Salary minima for each rank as shown in Appendix C-1. Faculty members shall not be paid less than the minimum salary for the academic rank to which he/she is assigned.
4. Promotional Increases: In addition to the percentile increases provided for in this contract, the following increases will be awarded to faculty members promoted to the ranks below:

Assistant Professor:	\$3,000
Associate Professor:	4,000
Professor	5,000

5. **Ph.D. Stipend:**

The stipend for doctorate degree for all full-time faculty members shall be \$1,500 effective September 1, 2014. Effective September 1, 2015 the stipend will be increased to \$1,515, and effective September 1, 2016 the stipend will be increased to \$1,538. For adjunct faculty, effective September 1, 2014 the stipend will be increased to \$50 for each credit taught each semester. Effective September 1, 2015 the stipend will be increased to \$51 for each credit taught. Effective September 1, 2016 the stipend will be increased to \$52 for each credit taught.

6. Commencing with the 2014-2015 academic year and thereafter, all unit members will be paid over

the course of 26 pay periods.

**B. Compensation for Non-Teaching Responsibilities**

Hourly rates for the non-teaching responsibilities of counseling, academic advising, academic and developmental review boards and reading of placement exams, if they are not the regularly assigned duties of the individual unit member, will be as shown in Appendix C-3.

**C. Paid Leaves of Absence**

**1. Sick Leave**

Full-time faculty members shall be granted eleven (11) sick days per year and may accumulate sick days up to a total of 180 days, including any unused personal days which may be added to sick days. The eleven (11) sick days per year will be credited to each full-time faculty member at the beginning of the academic year. A prorated number of sick days will be credited to any full-time faculty member who is employed less than a full academic year. A member hired in a full-time temporary position, subsequently reduced to adjunct status, then returned to full-time status shall have the unused sick day accumulation of the first full-time position restored to the current accumulation. Sick leave is to run concurrently with Family and Medical Leave Act (FMLA) leave, provided the leave usage is for a FMLA qualifying event.

An employee may submit an application to the Board of Trustees for continuation of his/her salary after all sick leave and other paid accruals have been exhausted. The Board of Trustees shall advise the applicant in writing of its decision, which decision shall be final and non-grievable.

Part-time day faculty with at least four consecutive semesters of service shall be eligible for one paid sick day per semester in cases of personal illness of the part-time day faculty member, provided that the employee complies with the notification requirements set forth below. Part-time day faculty shall not accumulate unused sick days from semester to semester.

To be eligible for a paid sick day for a day of absence the faculty member must notify his/her department chair no later than 7:00 a.m. on the day of absence for any class starting at or prior to 9:00 a.m. unless the faculty member's illness or injury makes it impossible to give such notice; for all other classes the faculty member must notify his/her department chairman no later than 8:00 a.m. on

the day of absence, unless the faculty member's illness or injury makes it impossible to give such notice.

Academic advisor/retention specialists shall be granted 12 sick days per year and may accumulate sick days up to a total of 200 days, including any personal days which may be added to sick days.

## **2. Personal Leave**

Four (4) days of personal leave per academic year shall be permitted for each full-time faculty member. A faculty member's personal leave days remaining unused at the end of the academic year shall be added to his/her accumulated sick days.

Notice of leave days shall be given to the vice president of academic affairs or his/her designee as far in advance as possible and the reason therefor shall be given unless confidential. Notice of leave days shall be given to the department chairperson at least three (3) days in advance and the reason therefor shall be given unless confidential. In emergency situations, notice shall be given as soon as practicable prior to the leave and the reason for the leave must be specified. In order to minimize the degree of interference with the educational progress of students, the following procedures shall be employed:

(a) Personal leave is designed to enable members of the college staff to carry out valid personal business which cannot be transacted at times when the faculty member has no campus duties. The College assumes that it will be used in such a way as to minimize the disruption of College operations.

(b) When a faculty member plans to take a personal leave day, he/she shall notify his/her department chairman and tell him the subject of the class involved. The permission of the vice president of academic affairs, or his/her designee, is required in order to take a personal leave day just before or after holiday or recess. Such permission shall not be unreasonably withheld.

(c) When a faculty member is absent and it is determined that department needs to provide a substitute for such purposes as taking attendance, proctoring a test, etc.

professional courtesy shall apply and no compensation shall apply. When a faculty substitutes for another faculty member and the course syllabus is advanced through lecture, lab and/or clinical oversight, the substitute instructor shall be paid on a prorated basis dependent on his/her current rank. Such instruction shall be made known to the department chair in writing for their approval. This approval letter will then be sent to the vice president of academic affairs or his/her designee with their request for compensation for said substitute faculty.

**3. Vacation Periods**

(a) Academic advisor/retention specialists shall follow the College's academic calendar as described in the College Bulletin and shall not work during the Thanksgiving, winter and spring breaks. They shall return to work following the Winter break on the day the administrative office reopens.

(b) Academic advisor/retention specialists shall receive the following  
Vacation entitlement:

First Year	ten (10) days
Second through Fourth year	fifteen (15) days
Fifth Year forward	twenty-one (21) days

A maximum of ten (10) vacation days may be carried over from year to year.

A retention specialist/academic advisor shall not have more than a total of thirty-one (31) days at any time.

The Employer shall pay the cash value of accumulated unused vacation days up to a total of thirty-one (31) days upon the separation of a unit member from employment.

**4. Sabbatical Leave**

At least one sabbatical leave shall continue to be granted each academic year, provided that at least one qualifying application is submitted. In its discretion, the College may grant two (2)

additional sabbatical leaves for retraining of full-time tenure-track faculty. Eligibility and criteria for these discretionary retraining sabbaticals shall be established by the College.

Sabbatical leaves to full-time faculty members shall be granted in accordance with the following specific provisions:

(a) Faculty members shall be eligible for sabbatical leave during or after the seventh continuous year of service at the College. Seniority in service shall be considered in granting of such leaves. Extenuating circumstances, such as a grant or a time limitation on a degree, may supersede seniority.

(b) Any faculty member whose application for sabbatical leave is denied will, upon reapplication, be given first consideration the following year.

(c) The sabbatical leave shall be for a period not to exceed two (2) consecutive semesters.

(d) The salary for the sabbatical leave will be at full pay for a one (1) semester sabbatical and one-half pay for a two (2) semester sabbatical. Upon return from such leave, a faculty member shall be placed at the same position on the salary Appendix that he/she would have been placed had he/she taught at the College during such period.

(e) Any instructor on sabbatical shall retain all accrued and continuing benefits without exception during the period of said leave.

(f) Members of the faculty on sabbatical leave may, with prior approval of the president, accept fellowships, grants-in-aid, or earned income only if they assist in accomplishing the purposes of their leaves.

(g) Application for sabbatical leave shall be submitted directly to the president. The deadline is January 5 of the academic year preceding the one during which sabbatical leave is requested. A form provided by the College stating all necessary information must be filed in the Office of the Vice President of Academic Affairs or designee who, after consideration, will send his/her recommendation onto the President. After such necessary application has been filed, the president shall submit his/her recommendation to the Board of Trustees. The granting of a

sabbatical leave shall not in any sense be automatic, but the Board of Trustees will consider the advantage to the applicant as a scholar, educator, and teacher to be expected from the leave and the consequent advantage, through his/her service, to the College.

(h) A full report of the sabbatical leave must be presented to the President in writing within three (3) months after such leave is completed.

(i) In the event a member of the faculty on sabbatical leave should change, alter, or discontinue his/her approved sabbatical program before completion thereof, he/she must so notify the vice president for academic affairs or designee promptly. If the termination of his/her course is caused by illness, he/she shall be entitled to sick leave pay for the duration of such illness, or to the extent of such benefits he/she has accrued; but otherwise, he/she must return to the College for assignment of duties without delay. If he/she fails to notify the vice president for of academic affairs or designee promptly of such termination, he/she shall be deemed derelict of his/her duty to the College, subject to dismissal therefrom, and liable for repayment of all salary received from the College after the date of said discontinuance of his/her planned course of study prior to completion. In the event he/she is dismissed for cause as stated above, he/she shall be liable for repayment of the full amount of his/her salary paid to him by the College while on said leave.

(j) If a member of the faculty does not return for one (1) full year after the completion of the sabbatical leave, he/she must within three (3) years repay the College in full for each month he/she does not serve. If a member of the faculty resigns during his/her sabbatical leave, his/her salary will be terminated and he/she must within three (3) years repay the College for each month he/she was on sabbatical leave.

(k) The College will not unreasonably deny requests for sabbatical leaves up to the full complement of such leaves granted in this Agreement.

##### **5. Jury Duty**

All faculty members subpoenaed as witnesses or jurors shall notify the direct supervisor or department chairperson at once. Subpoenaed faculty members required to serve as jurors or

witnesses during a working day will be paid their normal salary. This time will not be deducted from accumulated paid leave or personal leave as long as the monies earned for such duty are turned over to the College.

**6. Religious Holidays**

Leave will be granted to faculty members whose convictions require them to observe religious holidays. Such leave will not be charged against annual vacation time, sick leave or personal leave.

Religious holidays shall conform to the same procedural requirements set forth in obtaining personal leave days.

**7. Absence Due to Injury**

An employee who is necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law may, pending adjudication of the case and while the disability renders the employee unable to perform the duties of his/her position, be granted leave with full pay for a period not to exceed one (1) academic year, after the use of all sick leave and other paid leave accruals. A written application for said leave shall be submitted to the Employer, who shall make a final nongrievable decision. In a noncontraverted case, the Employer's decision shall be arbitrable.

Vacation and sick leave credits shall not be earned under these circumstances for periods that an employee is on such a discretionary paid leave for one (1) academic year. In the event that the disability persists beyond such period, plus accrued sick leave and other paid leave credits, such employee may be placed on leave without pay, for a further period not to exceed two (2) academic years.

When such employee has been awarded compensation for the period of his/her leave with pay, by the Workers' Compensation Board, such compensation award shall be credited to the Employer. Upon the return of such an employee to active duty, he/she shall be recredited with the proportion of paid leave credit consumed during the period of his/her absence, which the amount of his/her Workers' Compensation award for the period of accrued sick leave and other paid leave

accruals consumed and credited to the Employer bears to the amount of salary he/she received during the same period. In the event that an employee does not resume work after adjudication of a disability claim, he/she shall repay to the Employer within three (3) years any amount of money that may have been advanced by the Employer pursuant to this article. The Board of Trustees may waive the right to repayment provisions of this article in appropriate cases, which decision shall be final and nongrievable.

**8. Bereavement Days**

In the event of the death of any of the relatives of an employee as listed below, said employee shall be granted up to four (4) days per occurrence without charge to any other paid leave accrual. Such four (4) days shall be any four (4) consecutive workdays, one of which is the day of the funeral. For purposes of this provision, relatives shall be construed as parents, siblings, spouse, legal guardians, children, brother- or sister-in-law, mother- or father-in-law, grandparent, grandchild and any other person whose legal residence is the same as that of the employee.

In the event that out-of-county travel is required, up to two (2) additional days of leave may be granted in light of the actual travel time required.

**D. Unpaid Leaves of Absence**

1. (a) Tenured employees may be granted up to two (2) years of unpaid leave for the purposes of advanced study, exchange teaching, service in professional organizations, political activities, or work in the professional area of competence. The Employer may also grant unpaid leaves for other reasons.

(b) The Employer may extend such leave beyond the two (2) year period. In the event an application for such an extension is not granted, the employee shall be given written notification of the Employer's decision and the reasons therefore. Such decision shall be final and nongrievable.

(c) An employee on unpaid leave of absence shall retain all accrued benefits during the period of said leave. Such employee shall have the option of paying to continue any and all benefits.

(d) Such periods of leave shall not count toward eligibility for promotion, tenure, annual increments, but shall include sabbatical leave.

**E. Early Retirement Incentive**

A faculty member with 20 years of service at Orange County Community College retiring between the ages of 55 and 62, inclusive, shall receive 42% of her/his final year's salary. Faculty members should give six (6) months' notices of intent to retire if applying for this incentive. In each year under this Agreement, this incentive provision shall apply to a maximum of five (5) faculty members, in order of application, who apply for early retirement. In the event the number of faculty members applying for early retirement exceeds five (5) in any one (1) year, the College, in its discretion, may grant said individuals' participation in this incentive program. Faculty members that submit their notices of intent to retire may rescind said notice up to sixty (60) days from the date it was submitted. Any request beyond the sixty (60) days may be approved or denied at the sole discretion of the College.

**F. Retirement Sick Leave Benefit**

Upon retirement, a full-time faculty member shall receive a cash payment for unused sick days up to a maximum of 180 sick days as specified in this contract (Article V, paragraph B.1) equal to nine percent (9%) of his/her average per diem salary for the last five years. The per diem calculation shall be based on the number of work days in a ten-month contract period.

Bargaining unit employees who resign from the College or who are separated from employment are not eligible for this benefit. In order to be eligible for his/her retirement benefit, a full-time faculty member must be at least fifty-five (55) years of age with ten (10) years of College employment.

**G. Health, Dental and Vision Insurance**

1. Health Insurance

(a) All full-time employees or those employees with permanent status and 75% of a full load shall be eligible for membership in the Empire Plan; however,

(b) The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedule of benefits are to be the same as the Empire Plan and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.

(c) Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance committee who will ascertain whether they think the obligations under 1(b) of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 1(b) of this Section, the matter shall be submitted to arbitration pursuant to the Arbitration Article of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

(d) i. Effective September 1, 2021, all members of the Association will contribute to health insurance premium cost. The percentage of the total premium cost paid by an employee depends upon the employee's date of hire. There are three levels of contributions: one for those employees whose date of hire is on or before May 5, 2005; a second for those employees whose date of hire is between May 6, 2005 and July 8, 2022; and a third for those employees hired after July 8, 2022.

Contribution rates for each category are summarized in the table below:

Hire Date	AY21/22	AY22/23	AY23/24
Before 5/6/05	3.0%	3.5%	4.0%
5/6/05 – 7/7/22	10.0%	10.5%	11.0%
After 7/8/22	15.0%	15.5%	16.0%

- ii. Any retroactive withholdings back to September 1, 2021 required to reflect these new contribution rates will be included in the same pay period as the retroactive salary adjustments referred to in the previous section of this Stipulation of Agreement.
- iii. Notwithstanding the preceding contribution rates, provided an employee's health insurance package remains the same, the employee's actual contribution amount shall not increase by greater than 6% from one fiscal year to the next. The parties agree that in FY21/22 employees hired prior to May 5, 2005 are contributing to the cost of health insurance for the first time, and thus, for those employees, the 6% year over year cap will commence in FY22/23.
- iv. The parties agree that the 6% cap year over year is designed to protect employees in years when health insurance premiums rise. In the event that health insurance premiums fall, the 6% cap in the next year with an increase will be measured against the year that had the highest employee contribution. This provision protects the employer in periods of volatile health insurance premiums.
- v. For illustrative purposes only, and not intending to reflect actual costs, Appendix J includes sample calculations of employee contribution levels under a variety of scenarios.

(e) The Employer reserves the right, in its sole discretion, to offer and continue to offer employees the opportunity to participate in one or more Health Maintenance Organization (HMOs). In such event, the Employer shall contribute to premium payments in an amount not to exceed the premium costs paid for the health insurance described in Paragraph 1. (d) hereof. In the event premium costs for participation in any HMO exceeds the costs paid pursuant to Paragraph 1.(d), then an employee desiring participation in such HMO must assume such excess costs, or declining to do so, must participate in an Employer plan which requires no excess premium contribution.

f) The parties agree to provide for an optional buy-out of the medical portion of health insurance coverage by an employee. The buy-out of the medical portion of health insurance coverage shall provide that an employee who is covered by another medical health insurance plan, may notify the Employer on a Request to Decline and Waive Medical Health Insurance Coverage form available from the Employer's Division of Risk Management, that the employee is opting to decline and waive the medical health insurance coverage provided by the Employer, for which the employee is eligible and entitled to receive. Effective until November 5, 2008, the election of such

- an option is to be exercised annually, during the open enrollment period. If the option is not so exercised, the employee shall be automatically enrolled in the Empire Plan, effective January 1st of the following calendar year. Employees shall automatically be continued in the optional buy-out, effective January 1 of the following calendar year, unless the employee notifies the Employer, during the open enrollment period, on the Employer's "Request to Resume Medical Health Insurance Coverage" form, available from the Employer's Division of Risk Management, that the employee wishes to reenroll in the health plan.
- g) Coverage
- h) An employee who declines and waives medical health insurance coverage as provided above, shall be compensated at the rate of \$2,000 per calendar year, payable in equal payments on a quarterly basis for the period of time the employee declines and waives medical health insurance coverage provided by the Employer.
- i) It is further agreed and understood by and between the parties, that an employee who elects to receive the buy-out shall, at any time during the period for which the employee has declined and waived medical health insurance coverage through the employer, be required to provide written notice to the Employer that the employee is covered by medical health insurance under a different plan.
- j) Participation in a medical health insurance plan is mandatory. An employee who has elected to receive the buy-out is required to provide proof and written notice to the Employer on the Employer's Request to Resume Medical Health Insurance Coverage form, available from the Employer's Division of Risk Management, that he/she has involuntarily lost medical health insurance coverage and needs to re-enter the medical health insurance plan provided by the Employer. The parties recognize and agree that the effective date of the employee's re-establishment of medical health insurance coverage provided through the Employer shall be at the earliest possible date as provided by the plans. The Employer agrees to notify the plan upon notice by the employee to them, of that employee's decision to re-establish medical health insurance coverage through the employer.
- k) If you were covered under the College/County's Medical Insurance Program as a dependent of your spouse, and you are eligible for your own coverage pursuant to the County's eligibility criteria listed in the Employee Benefits Guideline Booklet, you and your spouse must choose one family coverage

and one buy-out or two individual coverages and no buy-out. Employees, who received family coverage as of December 31, 2003, shall have the additional option of one family and one family and one individual coverage. The amount of their buy-out is 25% of the savings. A special committee will be formed to review exceptions to this provision if denial of dual family coverage will cause hardship for dependent children.

The Faculty Association agrees to withdraw all grievances, demands for arbitration, and improper practices submitted regarding denial of dual family coverage.

l) Effective May 5, 2005, all employees who are eligible to continue medical benefits in retirement will be enrolled in the Empire Plan. Retirees may have one family coverage or two single coverages, with no buy-out option.

m) Effective May 5, 2005, all new employees who retire from the college and are receiving benefits from the Teachers' (or Employees') Retirement System or TIAA-CREF, and have the years of benefits eligible service with the College as listed below shall have the option to elect contributory medical insurance from the college based on the following Appendix:

Years of service	College's Contribution to Health care	Employee's Contribution to Health Care
10-14	50%	50%
15-19	75%	25%
20-24	90%	10%
25+	100%	0%

(1) If any employee, on the payroll as of October 20, 1992, ends his/her employment with the Employer before retirement age, he/she may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage the employee must have:

(i) completed ten (10) years of service with the Employer,  
(ii) be enrolled in the Employer's health insurance plan at the time employment is terminated, and

(iii) be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a participant in that retirement plan (e.g. TIAA-CREF), be within five (5) years of eligibility for

retirement benefits from the New York State Teachers Retirement System if the employee would otherwise qualify for receipt of benefits had he/she been a member of the applicable State plan. To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his/her retirement benefits from the New York State Teachers Retirement System, or, if he/she is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of that retirement plan, the Employer will pay 1/20 of the premium for such coverage for each completed year of service by the employee for the Employer.

(2) If any employee first hired in any portion of County employment after October 20, 1992, ends his/her employment with the Employer before retirement age, he/she may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

- (i) completed twenty (20) years of service with the Employer,
- (ii) be enrolled in the Employer's health insurance plan at the time employment is terminated, and
- (iii) be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a participant in that State plan, be within five (5) years of eligibility for retirement benefits from that plan if he/she would otherwise qualify had he/she been a member of the applicable State plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his/her retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of the applicable State retirement plan, the Employer will pay 1/30 of the premium for such coverage for each completed year of service by the employee for the Employer.

(3) If any employee, hired on or after May 5, 2005 ends employment with the College prior to retirement age, he/she may continue to participate in the Employer's health

insurance plan as provided herein. To be eligible for continued coverage the employee must have:

- i. Completed twenty (20) anniversary years of benefits eligible service with the College, and
- ii. Be enrolled in the Employer's Health insurance plan at the time employment is terminated and
- iii. Be within five years of eligibility for retirement benefits from the applicable retirement plan.

To continue coverage after termination, the former employee must pay the full cost of the coverage, except that when the employee commences receiving retirement benefits from the applicable retirement plan, the Employer will pay 90% of the medical premium if the employee had 20-24 continuous years of benefits eligible service with the College at the time of separation, or 100% of the medical premium if the employee had 25 or more continuous years of benefits eligible service with the College at the time of separation.

a. Dental Insurance

i. The Employer will provide a dental insurance plan equivalent to the Orange County CSEA and Management Employees Group 723 plan. Effective December 6, 2008, the Employer will provide a dental insurance plan for the term of the 2007-2012 Agreement. The Appendix of benefits and the cost of the plan shall be equivalent to that provided, as of January 1, 2008 by the CSEA Dutchess dental insurance plan.

ii. The Employer shall contribute 100 percent of the premium or assume 100 percent of the cost (self-insurance) of the dental insurance plan for unit employees.

iii. The Employer shall make available a family dental plan, the cost of which, in excess of individual coverage, shall be borne in the entirety by participating employees.

iv. The Employer reserves the right to substitute insurance carriers, self-insurance or a combination of the two, provided that the schedule of benefits are to be the same as

the present dental plan schedule, and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.

v. Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations under 2(d) of the Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 2(d) of this section, the matter shall be submitted to arbitration pursuant to the Arbitration provision of this Agreement. However, it is understood the Employer may substitute a new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

vi. Effective May 5, 2005, employees who are eligible to retire, as outlined above, will be eligible to continue the dental benefits in retirement, provided they pay 100% of the cost of coverage.

vii. Unit members shall have free access to the College's dental clinic.

b. Optical Insurance

i. The Employer will provide an optical insurance plan equivalent to the Orange County CSEA and Management Employees Group 723 plan.

ii. The Employer shall contribute 100 percent of the premium or assume 100 percent of the cost (self-insurance) of the optical insurance plan for unit employees.

iii. The Employer shall make available a family optical plan, the cost of which, in excess of individual coverage, shall be borne in the entirety by participating employees.

iv. The Employer reserves the right to substitute insurance carriers, self-insurance or a combination of the two, provided that the schedule of benefits are to be the same as the present optical plan schedule, and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.

v. Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations under 3(d) of the Section have been fulfilled. In the event a dispute arises as to the

fulfillment of the obligations under 3(d) of this section, the matter shall be submitted to arbitration pursuant to the Arbitration provision of this Agreement. However, it is understood the Employer may substitute a new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

vi. Effective May 5, 2005, Employees who are eligible to retire, as outlined above, will be eligible to continue the vision benefits in retirement, provided they pay 100% of the cost of coverage.

c. Dependents Coverage in the Event of Death

If a full-time employee with dependents covered by the health insurance plan dies, coverage for the employee's dependents will be continued for the three (3) months following the month in which the employee's death occurs. If the employee had ten (10) years of service with the Employer at the time of the employee's death, the employee's dependents may continue coverage at the dependent's expense until, (a) in the case of the employee's spouse, the spouse remarries or (b) in the case of the employee's other dependents, the dependent no longer is a dependent as defined in the Employer's health insurance plan.

**H. Other Benefits**

d. All present retirement benefits shall remain in effect with the total cost paid for by the Employer. Employees choosing to be enrolled under New York State Retirement Plans will continue to make such employee contributions as required by the laws governing such plans.

e. Anyone joining the full-time faculty shall be granted tenure at the time of his/her fifth consecutive appointment, if a fifth consecutive appointment is offered. This clause shall not apply to a person who has had consecutive temporary appointments. The fifth consecutive appointment must be a tenure-track appointment in order to be granted tenure.

f. The employer agrees to provide disability insurance for full-time unit employees. The insurance will be comparable to the disability insurance in effect for the Staff and Chair unit or the plan provided under the predecessor to this contract, whichever offers better

benefits. The employer reserves the right to substitute insurance carriers. Bargaining Unit members

who need to use this benefit shall first use accumulated sick leave and then receive from the Sick Leave Bank (p.51) those days necessary to fulfill the waiting period prior to the commencement of disability insurance payments.

The parties agree that if it becomes necessary to add days to the Sick Bank in order to fulfill the waiting period for any member who qualifies for the disability benefit, bargaining unit members shall be permitted to contribute days from his/her accumulated 180 days maximum sick leave.

g. The faculty shall continue to be provided with parking facilities as in the past.

**h. Professional Development Fund**

A Professional Development Fund equal to 1.95% (effective with the 2014-2015 Academic year) of total full-time base salary will be established and distributed equally (not on base) to all full-time faculty and full-time temporary faculty with six semesters of continuous service, including technical assistants, instructors, assistant professors, associate professors, and full professors.

**i. Retrenchment Benefit**

Effective September 1, 1986, any tenured full-time faculty member who suffers a retrenchment as defined in Article IV, Section B, will receive a cash severance payment based on his/her accumulated unused sick days up to a maximum of ninety (90), at the rate of sixty dollars (\$60.00) per day.

**j. Death Benefit**

In the event a full-time tenure-track faculty member dies while in the College's employ, a cash death benefit payment will be made to his/her estate based on the number of his/her accumulated unused sick days up to a maximum of ninety (90), at the rate of sixty dollars (\$60.00) per day.

**k. Tuition Remission for courses offered by the College:**

The College will waive tuition and fees for credit courses for the spouse and dependent children of full-time bargaining unit members, (for all part-time employees this benefit will be prorated relative to their employment status), in those instances where such spouse or dependent child is otherwise independently accepted for enrollment in a degree program. Such tuition free enrollers, however, shall not be counted toward the minimum number of students necessary to offer a class, nor shall such students (when causing class sizes to be exceeded) result in additional hiring. The college will also waive two non-credit courses per academic year (there is a \$100 limit for each non-credit course) for the spouse and dependent of full-time bargaining members, and one non-credit course per academic year (there is a \$100 limit for each non-credit course) for all part-time faculty.

The college will waive tuition for two (2) credit bearing and two (2) non-credit courses (again, there is a \$100 limit on tuition for non-credit courses) for all full-time employees covered under this contract. For all adjunct faculty the college will waive tuition for two (2) credit and one (1) non-credit course (there is a \$100 limit for the non-credit course) taken by a bargaining unit member each academic year. Such tuition-free enrollment shall not be counted towards the minimum number of students necessary to offer a class, nor shall the enrollment (when causing class sizes to be exceeded) result in additional hiring.

**I. Sick Leave Bank**

a. An emergency sick leave bank will continue to provide against the economic effects of a long-term disabling illness.

b. Each full-time bargaining unit member may contribute two (2) days from his/her annual sick leave allotment per year. These days will be placed in a Sick Leave Bank which shall be established to aid full-time bargaining unit members who are suffering from prolonged or disabling illness or mental incapacitation. The Sick Leave Bank shall be available to a full-time bargaining unit member whose sick leave accumulation has been exhausted. A full-time bargaining

unit member eligible to receive workers' compensation benefits is ineligible to draw upon the Sick Leave Bank. The Bank shall accumulate up to a maximum of five hundred (500) days and contributions cannot be withdrawn. In the event the Bank is discontinued, contributions will be refunded to each contributing full-time bargaining unit member up to his/her maximum contractual accumulation.

c. A full-time bargaining unit member, on written application and adequate justification replete with medical documents attesting to the disability, may draw up to thirty (30) days against the Bank after his/her sick leave accumulation has been exhausted. With medical documentation, a full-time bargaining unit member may apply to the Committee for additional days from the Bank to a maximum of thirty (30) days.

d. The Employer may, at its option, require a second medical opinion prior to paying or continuing payment of sick leave bank days. An applicant to the Bank will provide any documentation deemed necessary with regard to the nature and duration of the disabling condition.

e. A Committee consisting of five (5) members shall administer the Bank and act on each application submitted to it. The Committee may require periodic medical reports from a recipient. Composition of the Committee shall consist of three (3) bargaining unit representatives and two (2) representatives of the College Administration. As necessary, the Committee may consult with independent medical practitioners. Decisions of the Committee are final.

f. The Committee shall present an annual written report to the Association at its first meeting in October. The report shall show the number of days in the Bank, the contributors, the number of requests made for days, and the number of requests granted. A copy of this report shall be given to the college president.

g. When an employee utilizes sick leave bank days while on FMLA leave, sick leave bank days shall run concurrently with FMLA leave.

**ARTICLE VI  
REAPPOINTMENTS  
AND EVALUATION**

A. The Committee on Reappointment, Promotion and Tenure shall be chaired by the academic vice president of the College or their designee. It shall consist of the vice president of academic affairs, the vice president of student affairs, one other administrator named by the president, three (3) full professors (from different departments) elected by the members of this unit, and the department chairperson of the individual whose status is being examined.

Continuing analysis of the faculty promotion process will be performed by a PRT Advisory Committee. The Association will be represented by the association president, one additional association officer, and the three elected PRT representatives. The college president shall be an ex-officio member of this committee and shall appoint up to three administrators and one department chair to serve on the Committee. By February 7, 2008, the Committee will transmit to the college president written proposals for improvements it feels are needed in the PRT process. If approved by the college president and the membership of the Faculty Association, proposed changes to the PRT process shall be put into effect as soon as possible. Additionally, the Committee will advise the vice president for academic affairs regarding decisions to be made in the implementation of agreed upon policies.

B. Individual letters of non-reappointment shall be issued by December 22<sup>nd</sup>, except that letters of non-reappointment of first-year faculty members need not be issued prior to February 15. Notices concerning tenure shall be sent to fourth-year faculty members by June 30. Notices concerning non-reappointments should be given at an early date, since a failure to secure another position for the ensuing academic year will deny the faculty member the opportunity to practice his/her profession. Adjunct faculty shall be notified in writing at least 30 days prior to the first day of classes in any semester regarding their reappointment, subject to enrollment.

C. Summer session appointments shall be issued by April 15 and returnable in thirty (30) days. The College will guarantee any faculty members assigned to summer session courses

the payment for one course; in the event no assigned courses materialize, another assignment will be made by the vice president of academic affairs or the appropriate associate vice president.

D. Termination of a tenured appointment or of a non-tenured or special appointment before the end of the period of appointment, for medical reasons, will be based upon clear and convincing medical evidence. The decision to terminate will be reached only after there has been appropriate consultation and the faculty member or his/her representative has been informed of the basis of the proposed action, and has been afforded an opportunity to present his/her position and to respond to the evidence.

E. Faculty members, including technical assistants, subject to review for retention and tenure shall be evaluated by the following procedures:

For teaching faculty see Appendix F

For librarians see Appendix G

For academic advisors see Appendix H

For those post-tenured each department shall determine its own evaluation system subject to approval by the college vice president or his/her designee until the new procedures have been developed by the PRT Advisory Committee and approved by the Association.

All evaluation reports shall be made available to those evaluated, prior to their insertion into the employee's personnel file. The employee must initial and date the copy of the evaluation reports to be inserted into the personnel file and shall have the right to respond in writing to the reports. Such written responses shall be included as part of the evaluation report in the employee's personnel file. The president may at any time retain, promote, or grant tenure to members of the faculty; in addition, the president may propose merit raises for full-time professors. The president reserves the right to appoint two (2) administrators to every evaluation team.

F. Formal classroom evaluation reports will be placed in the employee's official file no later than thirty days after the classroom evaluation or the post-evaluation conference, whichever occurs later.

G. All faculty serving full-time temporary appointments shall be evaluated in the same manner as individuals serving full-time tenure-track appointments. Adjunct faculty that subsequently receive a full-time tenured appointment will be compensated at the Instructor Level in accordance with Schedule C-1. When an adjunct is hired on a temporary full-time basis, he/she will be paid at his/her current adjunct rank. Faculty serving in part-time adjunct appointments shall be evaluated according to a procedure developed by their academic departments and approved by the president of the College. Full-time tenured faculty members of a department may be assigned to observe classes of a day adjunct faculty member, if their departmental policy specifies such observations.

Individuals serving full-time temporary appointments who are appointed to a full-time tenure-track position shall receive credit for time served as a full-time temporary toward tenure on a 1:1 basis.

Consistent with applicable law and federal, state, county and/or College affirmative actions requirements, any faculty member appointed on a temporary basis, for more than a total of six (6) semesters, who is affirmatively evaluated, shall be entitled to priority consideration for employment in the tenure area for the next semester, and each consecutive semester thereafter in which an opening exists, subject to continuing good evaluations. Nothing in this provision shall require the College to unlawfully discriminate or disregard its affirmative action requirements on the basis of membership in the bargaining unit.

H. Filling of Vacancies –All Faculty Association members shall be informed in writing and/or electronically of vacancies within the College. Candidates for a faculty vacancy within any department will be screened and interviewed by a committee composed of the appropriate department chairperson or department head and two members of the faculty elected by the

department. The search process will be conducted within the realm of the college's Affirmative Action Manual.

## **ARTICLE VII DISCIPLINARY PROCEDURE**

### **Section 1. Tenured Faculty Only**

1. No tenured faculty member may be disciplined except for just cause. The parties recognize the importance of counseling and the principle of corrective discipline.

2. Prior to initiating formal disciplinary action pursuant to this section, the administrator will meet with the member to discuss the nature of the allegations and is encouraged to resolve the matter informally with the member. The administrator may at any time dismiss the complaint or determine in consultation with the appropriate vice president that formal charges will be brought against the member.

3. The member has the right to have his/her Association representative present at any discussion with the administration concerning discipline or proposed disciplinary action.

4. Discipline may be imposed on a member by serving on the member a written notice via email or USPS certified mail of disciplinary charges, signed by the appropriate vice president. The notice of discipline shall detail the act(s) warranting disciplinary action, the proposed sanction(s), and that the member has the right to object by appealing to the appropriate vice president and/or filing a grievance within eight (8) calendar days after receiving the notice of discipline. The Association President shall be advised by registered or certified mail or via email that a notice of discipline has been served on a member.

5. Discipline may consist of a letter of reprimand placed in the member's file, a suspension without pay, and/or dismissal from the College.

6. In the event the member files an appeal, the vice president or his/her designee shall hold a meeting no later than five working days after receipt of the appeal. During the meeting, the member and his/her representative shall respond to the notice of discipline. Where possible, the

vice president or his/her designee shall render a decision sustaining or denying the appeal no later than five working days after the meeting. Such decision shall be communicated to the member and the Association President via email or USPS Certified Mail without delay.

7. If the member is not satisfied with the vice president's decision, the member may appeal by filing a demand for arbitration with the College within 10 business days of receipt of the vice president's decision, by submitting the demand to the College's president. An arbitrator shall be appointed from a mutually selected panel of five arbitrators who shall be utilized on a rotating basis and who shall be subject to reappointment on an annual basis. If the parties are unable to agree upon a panel of five arbitrators, or in the event none of the panel members are available to serve, then the parties shall select an arbitrator through the American Arbitration Association Labor Arbitration Panel. The arbitrator and parties shall be bound by the Labor Arbitration Rules of the American Arbitration Association. This Section shall be the member's exclusive remedy and the member may not also file a grievance under Article VIII (Grievance Procedure).

8. The arbitrator shall hold a hearing no later than twenty (20) working days after selection, where practical, at which hearing the member may be represented by counsel and present witnesses on his/her behalf. The arbitrator shall render a written or oral decision no later than five calendar days from the date of the close of the hearing, or within five calendar days after receipt of a transcript if either party requests a transcript. If an oral decision is issued, a written decision shall follow within 20 calendar days.

9. The written report of the arbitrator shall contain a statement of the arbitrator's findings of fact, reasoning, conclusions and award on the issues submitted. The arbitrator shall determine whether the employer had just cause to discipline the member and, if so, the sanction to be imposed, which is limited to the discipline set forth in Section 1(5). The arbitrator's decision shall be final and binding on the parties.

10. A grievance may be settled at any stage of the procedure. The terms of the settlement shall be agreed upon in writing. While the Association is not a party to settlement, the College shall notify the Association President of any settlement no later than twenty-four (24) hours after execution of a written settlement via email agreement.

11. All fees and expenses of the arbitrator shall be divided equally between the College and the Association. If the member is not represented by the Association, all fees and expenses of the arbitrator shall be divided equally between the College and the member. Transcript fees, if any, shall also be divided equally according to the same rules, unless the College, the Association or the member does not agree to use of a transcript. Each party shall bear the costs of preparing and presenting its own case.

12. The president or designee may suspend a member, with pay, during the conduct of an investigation prior to the initiation of charges. A member upon whom charges have been served may be suspended, with or without pay, by the president or designee pending final determination on the charges by the arbitrator.

Section 2. Non-Tenured Faculty – The College president may terminate the employment of non-tenured faculty at-will. The College president may decide not to reappoint a non-tenured faculty member. The president's decision to terminate or not reappoint a non-tenured faculty member is final and binding and shall not be subject to any direct or collateral review under the grievance and arbitration procedure, or before any court or administrative agency. The decision to discipline a non-tenured faculty member, which does not result in termination or non-reappointment at the end of a semester, shall be subject to review through Stage II of the grievance procedure, only, and solely on the issue of whether there was just cause to discipline.

Section 3. Job Abandonment – Applies to All Employees.

After five calendar days of an employee's unauthorized absence, the College shall send a Notice of Unauthorized Absence to the employee by next day mail and by certified mail at the employee's most recent address on file with the College's Human Resources Department, with a copy also sent to the Association. The Notice of Unauthorized absence shall state that the employee will be considered to have resigned from his/her position if the employee does not contact the College within 10 calendar days from the date the College sends the notice or otherwise initiates contact with

the absent member. A copy of such Notice shall also be sent to the Association via email. After notice is provided, an employee who is on an unauthorized absence for 10 consecutive calendar days without contacting the College will be deemed to have resigned from his/her position at 5 p.m. on the 11<sup>th</sup> calendar day. Thereafter, the employee may submit an explanation to the department head as to why he/she was unable to contact the College during the 10-calendar day unauthorized absence.

The burden of proof is on the employee to establish his/her inability to contact the County. The department head will determine whether the employee's reason is acceptable. If the reason is acceptable, the department head will direct the employee to return to work. If the reason is not acceptable, the department head must notify the employee of this determination within 10 calendar days after receipt of the explanation from the employee. No later than five calendar days after receipt of the determination, the employee may file an appeal with the human resource officer. The human resource officer or designee will issue a final decision no later than five calendar days after receipt of the employee's appeal. The decision of the human resource officer or designee is binding and shall not be subject to any direct or collateral review under the grievance and arbitration procedure.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

### **Section I -- Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the County, the Board of Trustees, the chief executive officer, the administration and the faculty of Orange County Community College is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences

without the necessity of time-consuming and costly proceedings before administrative agencies and/or the courts.

## **Section II -- Definitions**

2.1 A Grievance is a claim by the Association or any faculty member or group of faculty in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the County and/or the Board of Trustees and/or the chief executive officer and/or the administration; however, the failure or refusal of the College to renew the contract of a probationary faculty member shall not be a grievance for purposes of these procedures unless said failure or refusal is based on a violation of the provisions of this Agreement.

2.2. The term Supervisor shall mean any department chairman, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

2.3 The Chief Executive Officer is the president of the College.

2.4 Association shall mean Orange County Community College Faculty Association.

2.5. Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

2.6 Party in Interest shall mean the Association and any party named in a grievance who is not the aggrieved party.

2.7. Grievance Committee is the committee created and constituted by the Orange County Community College Faculty Association.

2.8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

### **Section III -- Procedures**

3.1. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2. Except for informal decisions at Section 5 Stage 1A, all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly transmitted via email to the faculty member and the Association president.

3.3. If a grievance affects a group of faculty members, i.e., three (3) faculty members or more, it may be submitted by the Association President directly at Stage 2.

3.4. The preparation and processing of grievances shall, whenever practicable, be conducted during the hours of employment at a time affording all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the Grievance Procedure.

3.5. The County agrees that it, the Board of Trustees, the chief executive officer and the administration will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records maintained in the ordinary course of business concerning the alleged grievance. The parties recognize that the Employer has no duty to create any such material, documents, communications or records.

3.6. Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this Grievance Procedure.

3.7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the County, the Board of Trustees, the chief executive officer and/or by any other member of the administration against the aggrieved party, any party in interest, any representative, any member of

the Grievance Committee or any other participant in the Grievance Procedure or any other person by reason of such grievance or participation herein.

3.8. All documents, communications and records dealing with the processing of a grievance shall be filed in the Office of the President separately from the personnel files of the participants.

3.9. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views of the grievance.

3.10. In any and all cases where the aggrieved party is not represented at any stage of the Grievance Procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, as the case may be, written arguments and briefs considered by him, together with a copy in writing of his decision and all previous decisions in the proceeding. Said papers will be served upon the Association President of the Association simultaneously with the rendering of the decision by such hearing officer.

3.11. The Association's President shall be entitled to at least five (5) calendar days' advance notice from the hearing officer of all hearings of all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer, and the Association shall be entitled to participate in and express its position and offer proof, if so advised, during the hearings on such grievances even though it does not represent the aggrieved party.

3.12. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the rights hereinafter set forth

in such cases and providing, further, that Stage 3 of this Grievance Procedure shall be available only to the Association and those aggrieved parties represented by it.

3.13. Any and all notices which this Grievance Procedure requires to be given to the County, Board of Trustees, chief executive officer or administrators may be delivered to the chief executive officer of the Orange County Community College or, in his/her absence, to the person then in charge of his/her duties.

#### **Section IV -- Time Limits**

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

4.2. Grievances will be forwarded at the first available stage within thirty (30) calendar days after the faculty member actually knew or should have known of the act or condition on which the grievance.

4.3. If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, then the grievance shall be deemed to be dismissed.

4.4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, his/her representatives and the Association, within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decisions been communicated by the final day.

4.5. In the event a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the Grievance Procedure may be exhausted prior to the end of the College term or as soon thereafter as is possible.

#### **Section V -- Stage of Grievance Procedure**

##### 5.1. Stage 1A: Supervisor -- Informal

A faculty member having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will

confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultations have been had without the aggrieved party or his/her representative present. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

5.2. Stage 1B: Supervisor -- Written Decision

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) college working days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the faculty member, his/her representative and the Association.

5.3 Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or his/her representative shall, within ten (10) business days, after receipt of the Stage 1B decision, file a written appeal of the decision at Stage 1 with the chief executive officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within five (5) college working days after receipt of the appeal, the chief executive officer, or his/her duly authorized representative, shall set a date for a hearing and notify the faculty member and the Association President via email, or its representative, and all other parties in interest of said date and hearings will be commenced within ten (10) business days after receipt of the appeal by the chief executive officer. The chief executive officer shall render a decision in writing to the faculty member, the Association President via email, and its representative within ten (10) college working days, after the conclusion of the hearing.

5.4 Stage 3: Binding Arbitration

(a) If the Association is not satisfied with the decision at Stage 2 and the Association determines that the grievance is meritorious and the grievance concerns an alleged violation, misinterpretation, misapplication or inequitable application of specific terms and conditions of this

Agreement except matters involving academic judgment, the Association may submit the grievance to arbitration by written notice to the chief executive officer within ten (10) calendar days of the decision at Stage 2.

(b) Within five (5) calendar days after such written notice of submissions to arbitration, the chief executive officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

(d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement nor shall he have the power or authority to make a decision except a decision which concerns a violation, misinterpretation, misapplication or inequitable application of specific terms and conditions of this Agreement excepting matters involving academic judgment.

(e) The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not substitute his or her judgment for the academic judgment of persons charged with the responsibility for making such judgments.

In matters in which the College asserts that the arbitrator may not substitute his or her judgment for the academic judgment of persons charged with the responsibility for making such judgments, the arbitrator shall hear that issue as a threshold question.

If the arbitrator finds that he/she may not substitute his/her judgment, the grievance shall be dismissed.

If the arbitrator finds that he/she has jurisdiction to hear the merits of the case, the parties shall proceed on the merits of the grievance.

(f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the County and the Association.

### **Section VI -- Expedited Arbitration**

In the event that the Association determines that a grievance is meritorious and that the passage of time would render the required remedy moot, grievances may be filed with the chief executive officer who shall have five (5) calendar days to render a decision in writing. In the event that the Association is not satisfied with the response of the chief executive officer, the grievance may be expedited directly to arbitration. The Association will pay the full arbitration costs if the arbitrator finds that the passage of time would not render the remedy moot.

## **ARTICLE IX PAST PRACTICES**

The College agrees to continue all practices relating to wages, hours of work, and conditions of employment in effect as of September 1, 1981, provided, however, that said practices have not been specifically abridged, terminated or modified by provisions of this Agreement. Practices not encompassed under the preceding sentence may be instituted or altered by the College on or after September 1, 1981. In this regard, the College shall notify the Faculty Association of such practices and, upon request, will discuss same. Nothing herein shall be construed as diminishing or impairing the parties' respective rights and/or obligations under the Taylor Act.

## **ARTICLE X SCOPE OF THE AGREEMENT**

Section I. It is understood by and between the parties to this Agreement that any provisions inconsistent with or contrary to law, or rules and regulations having the force and effect of law, shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such court, the remainder of this Agreement shall not be affected thereby.

Section II. The parties agree that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the Faculty Association and the County each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matters referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section III. The terms and provisions contained herein constitute the entire agreement between the parties and shall supersede all previous communications, representations and agreements either verbal or written between the parties hereto with respect to the subject matter hereof. It is further expressly understood and agreed by and between the parties hereto that the

within Agreement contains all of the terms and conditions of employment and that all prior past employment practices governing salary, working conditions and all other terms and conditions of employment are merged into and are fully set forth in the within Agreement except as reserved by Article III and Article VIII of this Agreement.

### **ARTICLE XI SAVINGS CLAUSE**

Any legislature or judicial act that renders null and void any part of this Agreement shall not affect any other part of the Agreement. Anything subsequently mandated by law which affects any provision herein shall be automatically made a part of this Agreement.

### **ARTICLE XII LEGISLATIVE AUTHORITY**

"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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

### **ARTICLE XIII CONTRACT DISTRIBUTION**

Within sixty (60) days following the signing of this Agreement, the College shall provide the Faculty Association with two hundred (200) copies thereof. The College, thereafter, is under no obligation to produce and distribute copies of this Agreement to the Association for the life of this contract but shall provide copies to all new faculty members hired into bargaining unit positions after the signing of this Agreement. The college shall provide copies of the contract to part-time day faculty upon request.

**ARTICLE XIV  
PUBLIC DETAILS**

The Employer shall assume responsibility for making public details of this Agreement.

**ARTICLE XV DURATION  
OF AGREEMENT**

Except as expressly stated in the above provisions of this Agreement this Agreement shall be effective as of Its signing.

Thereafter, this Agreement shall remain in effect through August 31, 2024 and from year-to-year thereafter, unless either party gives written notice to the other party at least sixty (60) days prior to February 1, 2024 or February 1 of any year thereafter that it wishes to terminate or modify the existing contract and enter into collective negotiations.

IN WITNESS WHEREOF the parties have executed this Agreement this 7 day of July 2022.

**COUNTY OF ORANGE**

\_\_\_\_\_  
  
\_\_\_\_\_

**ORANGE COUNTY COMMUNITY COLLEGE**

\_\_\_\_\_  
  
\_\_\_\_\_

**FACULTY ASSOCIATION OF ORANGE COUNTY COMMUNITY COLLEGE**

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**APPENDIX A -- UNIT  
CERTIFICATION**

In the Matter of \_\_\_\_\_ :

ORANGE COUNTY COMMUNITY COLLEGE, \_\_\_\_\_ :

Employer,;

and \_\_\_\_\_ :

AMERICAN ASSOCIATION OF UNIVERSITY \_\_\_\_\_ :

PROFESSORS, CHAPTER OF ORANGE COUNTY \_\_\_\_\_ :

COMMUNITY COLLEGE, \_\_\_\_\_ : CASE NOS. C-0319,  
AND C-0323

Petitioner,;

and \_\_\_\_\_ :

FACULTY ASSOCIATION OF ORANGE \_\_\_\_\_ :

COUNTY COMMUNITY COLLEGE, \_\_\_\_\_ :

Petitioner, \_\_\_\_\_ :

an \_\_\_\_\_ :

d \_\_\_\_\_ :

ORANGE COUNTY COMMUNITY COLLEGE, \_\_\_\_\_ :

FEDERATION OF TEACHERS, AFL-CIO, \_\_\_\_\_ :

Intervenor. \_\_\_\_\_ :

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Before: ROBERT D. HELSBY, Chairman, JOSEPH R. CROWLEY, GEORGE H. FOWLER.

After a representation proceeding, the Faculty Association of Orange County Community College was certified as negotiating representative for the purpose of collective negotiations and the settlement of grievances for employees of Orange County Community College.

Certification of Representative and  
Order to Negotiate

A representative proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected; pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act, IT IS HEREBY CERTIFIED that Faculty Association of Orange County Community College has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

UNIT:

Included: All full-time and part-time day teaching faculty with academic rank of professors, associate professors, assistant professors, instructors, admissions counselors, technical assistant-biological science, guidance counselors, and librarians.

Excluded: President, academic dean, dean of administration, dean of students, assistant dean of students, director of admissions-registrar, assistant director of admissions-registrar, director of continuing education, assistant director of continuing education, public relations officers, coordinator of audio-visual services, technical assistant of audio-visual services, comptroller, director of computer center, assistant director of computer center, director of counseling services, coordinator of governmental programs, head librarian, nurses-college, facilities and program coordinator, director of placement and students' finances coordinator of special projects-extension division, women's program coordinator, departmental chairmen, assistant to coordinator of audio-visual services and part-time evening faculty.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Faculty Association of Orange County Community College and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Dated: January 3, 1969.

## **APPENDIX B DICIPLINES**

Accounting	Government
Admissions Counselors	Guidance
Anthropology	Counselors
Architecture	History
Art History	Histotechnology
Biology	Librarians
Business	Management
Chemistry	Math
Computer Science	Medical Laboratory Technology
Criminal Justice	Music/Piano
Dance	Nursing
Data Processing	Occupational Therapy
Dental Hygiene	Physical Education
Economics	Physical Therapy
Electrical Tech	Physics
Electron- Microscopy	Psychology
Engineering	Radiological Technology
English	Recreation
Fire Science	Respiratory Therapy
French	Secretarial Science
Geography	Sociology
Geology	Spanish
German	Speech and Theater
	Studio Art

A Technical Assistant's discipline shall be the discipline in which he/she is working. However, in the event of retrenchment, a Technical Assistant shall not displace a faculty member, and a faculty member shall not displace a Technical Assistant.

## APPENDIX C-1 SALARY

### 10 Month Faculty Table 2016-2017

<i>Years in Rank</i>	<i>Technical</i>	<i>Professor</i>			<i>Full</i>
	<i>Aid</i>	<i>Instructor</i>	<i>Assistant</i>	<i>Associate</i>	
1	\$ 38,418	\$ 51,279	\$ 63,317	\$ 78,287	\$ 92,806
2	\$ 39,570	\$ 52,818	\$ 64,752	\$ 79,445	\$ 93,734
3	\$ 40,758	\$ 54,402	\$ 66,216	\$ 80,175	\$ 94,672
4	\$ 41,979	\$ 56,796	\$ 67,715	\$ 81,368	\$ 95,618
5	\$ 43,238	\$ 57,364	\$ 69,250	\$ 82,581	\$ 96,574
6	\$ 44,537	\$ 57,364	\$ 70,818	\$ 83,813	\$ 98,506
7	\$ 44,982	\$ 57,364	\$ 70,818	\$ 83,813	\$ 99,491
8	\$ 45,432	\$ 57,364	\$ 70,818	\$ 83,813	\$ 100,486
9	\$ 45,886	\$ 57,364	\$ 70,818	\$ 83,813	\$ 101,491
10	\$ 46,345	\$ 57,364	\$ 70,818	\$ 83,813	\$ 102,506
11	\$ 46,809	\$ 57,364	\$ 70,818	\$ 83,813	\$ 103,531
12	\$ 47,277	\$ 57,364	\$ 70,818	\$ 83,813	\$ 104,566
13	\$ 47,749	\$ 57,364	\$ 70,818	\$ 83,813	\$ 105,612
14	\$ 48,227	\$ 57,364	\$ 70,818	\$ 83,813	\$ 106,668
15	\$ 48,709	\$ 57,364	\$ 70,818	\$ 83,813	\$ 107,735
16	\$ 49,196	\$ 57,364	\$ 70,818	\$ 83,813	\$ 108,811
17	\$ 49,688	\$ 57,364	\$ 70,818	\$ 83,813	\$ 109,900
18	\$ 50,185	\$ 57,364	\$ 70,818	\$ 83,813	\$ 110,999
19	\$ 50,687	\$ 57,364	\$ 70,818	\$ 83,813	\$ 112,109
20	\$ 51,194	\$ 57,364	\$ 70,818	\$ 83,813	\$ 113,230
21	\$ 51,706	\$ 57,364	\$ 70,818	\$ 83,813	\$ 114,362

### 12 Month Faculty Table 2016-2017

Years in Rank	<i>Professor</i>			
	Instructor	Assistant	Associate	Full
1	\$ 56,407	\$ 69,649	\$ 86,115	\$ 102,087
2	\$ 58,100	\$ 71,227	\$ 87,390	\$ 103,107
3	\$ 59,842	\$ 72,838	\$ 88,193	\$ 104,139
4	\$ 62,476	\$ 74,487	\$ 89,505	\$ 105,180
5	\$ 63,101	\$ 76,175	\$ 90,839	\$ 106,231
6	\$ 63,101	\$ 77,900	\$ 92,194	\$ 108,357
7	\$ 63,101	\$ 77,900	\$ 92,194	\$ 109,440
8	\$ 63,101	\$ 77,900	\$ 92,194	\$ 110,534
9	\$ 63,101	\$ 77,900	\$ 92,194	\$ 111,640
10	\$ 63,101	\$ 77,900	\$ 92,194	\$ 112,756
11	\$ 63,101	\$ 77,900	\$ 92,194	\$ 113,884
12	\$ 63,101	\$ 77,900	\$ 92,194	\$ 115,023
13	\$ 63,101	\$ 77,900	\$ 92,194	\$ 116,173
14	\$ 63,101	\$ 77,900	\$ 92,194	\$ 117,335
15	\$ 63,101	\$ 77,900	\$ 92,194	\$ 118,508
16	\$ 63,101	\$ 77,900	\$ 92,194	\$ 119,693
17	\$ 63,101	\$ 77,900	\$ 92,194	\$ 120,890
18	\$ 63,101	\$ 77,900	\$ 92,194	\$ 122,099
19	\$ 63,101	\$ 77,900	\$ 92,194	\$ 123,320
20	\$ 63,101	\$ 77,900	\$ 92,194	\$ 124,554
21	\$ 63,101	\$ 77,900	\$ 92,194	\$ 125,798

### 10 Month Faculty Table 2017-2018

Years in Rank	Technical Assistant	Professor			
		Instructor	Assistant	Associate	Full
1	\$ 38,418	\$ 51,279	\$ 63,317	\$ 78,287	\$ 92,806
2	\$ 39,570	\$ 52,818	\$ 64,752	\$ 79,445	\$ 93,734
3	\$ 40,758	\$ 54,402	\$ 66,216	\$ 80,175	\$ 94,672
4	\$ 41,979	\$ 56,796	\$ 67,715	\$ 81,368	\$ 95,618
5	\$ 43,238	\$ 57,364	\$ 69,250	\$ 82,581	\$ 96,574
6	\$ 44,537	\$ 57,364	\$ 70,818	\$ 83,813	\$ 98,506
7	\$ 44,982	\$ 57,364	\$ 70,818	\$ 83,813	\$ 99,491
8	\$ 45,432	\$ 57,364	\$ 70,818	\$ 83,813	\$ 100,486
9	\$ 45,886	\$ 57,364	\$ 70,818	\$ 83,813	\$ 101,491
10	\$ 46,345	\$ 57,364	\$ 70,818	\$ 83,813	\$ 102,506
11	\$ 46,809	\$ 57,364	\$ 70,818	\$ 83,813	\$ 103,531
12	\$ 47,277	\$ 57,364	\$ 70,818	\$ 83,813	\$ 104,566
13	\$ 47,749	\$ 57,364	\$ 70,818	\$ 83,813	\$ 105,612
14	\$ 48,227	\$ 57,364	\$ 70,818	\$ 83,813	\$ 106,668
15	\$ 48,709	\$ 57,364	\$ 70,818	\$ 83,813	\$ 107,735
16	\$ 49,196	\$ 57,364	\$ 70,818	\$ 83,813	\$ 108,811
17	\$ 49,688	\$ 57,364	\$ 70,818	\$ 83,813	\$ 109,900
18	\$ 50,185	\$ 57,364	\$ 70,818	\$ 83,813	\$ 110,999
19	\$ 50,687	\$ 57,364	\$ 70,818	\$ 83,813	\$ 112,109
20	\$ 51,194	\$ 57,364	\$ 70,818	\$ 83,813	\$ 113,230
21	\$ 51,706	\$ 57,364	\$ 70,818	\$ 83,813	\$ 114,362

## 12 Month Faculty Table 2017-2018

Years in Rank	<i>Professor</i>			
	Instructor	Assistant	Associate	Full
1	\$ 56,407	\$ 69,649	\$ 86,115	\$ 102,087
2	\$ 58,100	\$ 71,227	\$ 87,390	\$ 103,107
3	\$ 59,842	\$ 72,838	\$ 88,193	\$ 104,139
4	\$ 62,476	\$ 74,487	\$ 89,505	\$ 105,180
5	\$ 63,101	\$ 76,175	\$ 90,839	\$ 106,231
6	\$ 63,101	\$ 77,900	\$ 92,194	\$ 108,357
7	\$ 63,101	\$ 77,900	\$ 92,194	\$ 109,440
8	\$ 63,101	\$ 77,900	\$ 92,194	\$ 110,534
9	\$ 63,101	\$ 77,900	\$ 92,194	\$ 111,640
10	\$ 63,101	\$ 77,900	\$ 92,194	\$ 112,756
11	\$ 63,101	\$ 77,900	\$ 92,194	\$ 113,884
12	\$ 63,101	\$ 77,900	\$ 92,194	\$ 115,023
13	\$ 63,101	\$ 77,900	\$ 92,194	\$ 116,173
14	\$ 63,101	\$ 77,900	\$ 92,194	\$ 117,335
15	\$ 63,101	\$ 77,900	\$ 92,194	\$ 118,508
16	\$ 63,101	\$ 77,900	\$ 92,194	\$ 119,693
17	\$ 63,101	\$ 77,900	\$ 92,194	\$ 120,890
18	\$ 63,101	\$ 77,900	\$ 92,194	\$ 122,099
19	\$ 63,101	\$ 77,900	\$ 92,194	\$ 123,320
20	\$ 63,101	\$ 77,900	\$ 92,194	\$ 124,554
21	\$ 63,101	\$ 77,900	\$ 92,194	\$ 125,798

### 10 Month Faculty Table 2018-2019

<i>Years in</i>	<i>Technical</i>	<i>Professor</i>			
	<i>Aid</i>	<i>Instructor</i>	<i>Assistant</i>	<i>Associate</i>	<i>Full</i>
1	\$ 38,418	\$ 51,279	\$ 63,317	\$ 78,287	\$ 92,806
2	\$ 39,570	\$ 52,818	\$ 64,752	\$ 79,445	\$ 93,734
3	\$ 40,758	\$ 54,402	\$ 66,216	\$ 80,175	\$ 94,672
4	\$ 41,979	\$ 56,796	\$ 67,715	\$ 81,368	\$ 95,618
5	\$ 43,238	\$ 57,364	\$ 69,250	\$ 82,581	\$ 96,574
6	\$ 44,537	\$ 57,364	\$ 70,818	\$ 83,813	\$ 98,506
7	\$ 44,982	\$ 57,364	\$ 70,818	\$ 83,813	\$ 99,491
8	\$ 45,432	\$ 57,364	\$ 70,818	\$ 83,813	\$ 100,486
9	\$ 45,886	\$ 57,364	\$ 70,818	\$ 83,813	\$ 101,491
10	\$ 46,345	\$ 57,364	\$ 70,818	\$ 83,813	\$ 102,506
11	\$ 46,809	\$ 57,364	\$ 70,818	\$ 83,813	\$ 103,531
12	\$ 47,277	\$ 57,364	\$ 70,818	\$ 83,813	\$ 104,566
13	\$ 47,749	\$ 57,364	\$ 70,818	\$ 83,813	\$ 105,612
14	\$ 48,227	\$ 57,364	\$ 70,818	\$ 83,813	\$ 106,668
15	\$ 48,709	\$ 57,364	\$ 70,818	\$ 83,813	\$ 107,735
16	\$ 49,196	\$ 57,364	\$ 70,818	\$ 83,813	\$ 108,811
17	\$ 49,688	\$ 57,364	\$ 70,818	\$ 83,813	\$ 109,900
18	\$ 50,185	\$ 57,364	\$ 70,818	\$ 83,813	\$ 110,999
19	\$ 50,687	\$ 57,364	\$ 70,818	\$ 83,813	\$ 112,109
20	\$ 51,194	\$ 57,364	\$ 70,818	\$ 83,813	\$ 113,230
21	\$ 51,706	\$ 57,364	\$ 70,818	\$ 83,813	\$ 114,362

## 12 Month Faculty Table 2018-2019

Years in Rank	<i>Professor</i>			
	Instructor	Assistant	Associate	Full
1	\$ 56,407	\$ 69,649	\$ 86,115	\$ 102,087
2	\$ 58,100	\$ 71,227	\$ 87,390	\$ 103,107
3	\$ 59,842	\$ 72,838	\$ 88,193	\$ 104,139
4	\$ 62,476	\$ 74,487	\$ 89,505	\$ 105,180
5	\$ 63,101	\$ 76,175	\$ 90,839	\$ 106,231
6	\$ 63,101	\$ 77,900	\$ 92,194	\$ 108,357
7	\$ 63,101	\$ 77,900	\$ 92,194	\$ 109,440
8	\$ 63,101	\$ 77,900	\$ 92,194	\$ 110,534
9	\$ 63,101	\$ 77,900	\$ 92,194	\$ 111,640
10	\$ 63,101	\$ 77,900	\$ 92,194	\$ 112,756
11	\$ 63,101	\$ 77,900	\$ 92,194	\$ 113,884
12	\$ 63,101	\$ 77,900	\$ 92,194	\$ 115,023
13	\$ 63,101	\$ 77,900	\$ 92,194	\$ 116,173
14	\$ 63,101	\$ 77,900	\$ 92,194	\$ 117,335
15	\$ 63,101	\$ 77,900	\$ 92,194	\$ 118,508
16	\$ 63,101	\$ 77,900	\$ 92,194	\$ 119,693
17	\$ 63,101	\$ 77,900	\$ 92,194	\$ 120,890
18	\$ 63,101	\$ 77,900	\$ 92,194	\$ 122,099
19	\$ 63,101	\$ 77,900	\$ 92,194	\$ 123,320
20	\$ 63,101	\$ 77,900	\$ 92,194	\$ 124,554
21	\$ 63,101	\$ 77,900	\$ 92,194	\$ 125,798

### 10 Month Faculty Table 2019-2020

Yrs in Rank	Technical		Professor		
	Assistant	Instructor	Assistant	Associate	Full
1	\$ 38,418	\$ 51,279	\$ 63,317	\$ 78,287	\$ 92,806
2	\$ 39,570	\$ 52,818	\$ 64,752	\$ 79,445	\$ 93,734
3	\$ 40,758	\$ 54,402	\$ 66,216	\$ 80,175	\$ 94,672
4	\$ 41,979	\$ 56,796	\$ 67,715	\$ 81,368	\$ 95,618
5	\$ 43,238	\$ 57,364	\$ 69,250	\$ 82,581	\$ 96,574
6	\$ 44,537	\$ 57,364	\$ 70,818	\$ 83,813	\$ 98,506
7	\$ 44,982	\$ 57,364	\$ 70,818	\$ 83,813	\$ 99,491
8	\$ 45,432	\$ 57,364	\$ 70,818	\$ 83,813	\$ 100,486
9	\$ 45,886	\$ 57,364	\$ 70,818	\$ 83,813	\$ 101,491
10	\$ 46,345	\$ 57,364	\$ 70,818	\$ 83,813	\$ 102,506
11	\$ 46,809	\$ 57,364	\$ 70,818	\$ 83,813	\$ 103,531
12	\$ 47,277	\$ 57,364	\$ 70,818	\$ 83,813	\$ 104,566
13	\$ 47,749	\$ 57,364	\$ 70,818	\$ 83,813	\$ 105,612
14	\$ 48,227	\$ 57,364	\$ 70,818	\$ 83,813	\$ 106,668
15	\$ 48,709	\$ 57,364	\$ 70,818	\$ 83,813	\$ 107,735
16	\$ 49,196	\$ 57,364	\$ 70,818	\$ 83,813	\$ 108,811
17	\$ 49,688	\$ 57,364	\$ 70,818	\$ 83,813	\$ 109,900
18	\$ 50,185	\$ 57,364	\$ 70,818	\$ 83,813	\$ 110,999
19	\$ 50,687	\$ 57,364	\$ 70,818	\$ 83,813	\$ 112,109
20	\$ 51,194	\$ 57,364	\$ 70,818	\$ 83,813	\$ 113,230
21	\$ 51,706	\$ 57,364	\$ 70,818	\$ 83,813	\$ 114,362

## 12 Month Faculty Table 2019-2020

Years in Rank	<i>Professor</i>			
	Instructor	Assistant	Associate	Full
1	\$ 56,407	\$ 69,649	\$ 86,115	\$ 102,087
2	\$ 58,100	\$ 71,227	\$ 87,390	\$ 103,107
3	\$ 59,842	\$ 72,838	\$ 88,193	\$ 104,139
4	\$ 62,476	\$ 74,487	\$ 89,505	\$ 105,180
5	\$ 63,101	\$ 76,175	\$ 90,839	\$ 106,231
6	\$ 63,101	\$ 77,900	\$ 92,194	\$ 108,357
7	\$ 63,101	\$ 77,900	\$ 92,194	\$ 109,440
8	\$ 63,101	\$ 77,900	\$ 92,194	\$ 110,534
9	\$ 63,101	\$ 77,900	\$ 92,194	\$ 111,640
10	\$ 63,101	\$ 77,900	\$ 92,194	\$ 112,756
11	\$ 63,101	\$ 77,900	\$ 92,194	\$ 113,884
12	\$ 63,101	\$ 77,900	\$ 92,194	\$ 115,023
13	\$ 63,101	\$ 77,900	\$ 92,194	\$ 116,173
14	\$ 63,101	\$ 77,900	\$ 92,194	\$ 117,335
15	\$ 63,101	\$ 77,900	\$ 92,194	\$ 118,508
16	\$ 63,101	\$ 77,900	\$ 92,194	\$ 119,693
17	\$ 63,101	\$ 77,900	\$ 92,194	\$ 120,890
18	\$ 63,101	\$ 77,900	\$ 92,194	\$ 122,099
19	\$ 63,101	\$ 77,900	\$ 92,194	\$ 123,320
20	\$ 63,101	\$ 77,900	\$ 92,194	\$ 124,554
21	\$ 63,101	\$ 77,900	\$ 92,194	\$ 125,798

### 10 Month Faculty Table 2020-2021

Yrs in rank	Technical		Professor		
	Assistant	Instructor	Assistant	Associate	Professor
1	\$ 39,090	\$ 52,176	\$ 64,425	\$ 79,657	\$ 94,430
2	\$ 40,262	\$ 53,742	\$ 65,885	\$ 80,835	\$ 95,374
3	\$ 41,471	\$ 55,354	\$ 67,375	\$ 81,578	\$ 96,329
4	\$ 42,714	\$ 57,790	\$ 68,900	\$ 82,792	\$ 97,291
5	\$ 43,995	\$ 58,368	\$ 70,462	\$ 84,026	\$ 98,264
6	\$ 45,316	\$ 58,368	\$ 72,057	\$ 85,280	\$ 100,230
7	\$ 45,769	\$ 58,368	\$ 72,057	\$ 85,280	\$ 101,232
8	\$ 46,227	\$ 58,368	\$ 72,057	\$ 85,280	\$ 102,245
9	\$ 46,689	\$ 58,368	\$ 72,057	\$ 85,280	\$ 103,267
10	\$ 47,156	\$ 58,368	\$ 72,057	\$ 85,280	\$ 104,300
11	\$ 47,628	\$ 58,368	\$ 72,057	\$ 85,280	\$ 105,343
12	\$ 48,104	\$ 58,368	\$ 72,057	\$ 85,280	\$ 106,396
13	\$ 48,585	\$ 58,368	\$ 72,057	\$ 85,280	\$ 107,460
14	\$ 49,071	\$ 58,368	\$ 72,057	\$ 85,280	\$ 108,535
15	\$ 49,561	\$ 58,368	\$ 72,057	\$ 85,280	\$ 109,620
16	\$ 50,057	\$ 58,368	\$ 72,057	\$ 85,280	\$ 110,715
17	\$ 50,558	\$ 58,368	\$ 72,057	\$ 85,280	\$ 111,823
18	\$ 51,063	\$ 58,368	\$ 72,057	\$ 85,280	\$ 112,941
19	\$ 51,574	\$ 58,368	\$ 72,057	\$ 85,280	\$ 114,071
20	\$ 52,090	\$ 58,368	\$ 72,057	\$ 85,280	\$ 115,212
21	\$ 52,611	\$ 58,368	\$ 72,057	\$ 85,280	\$ 116,363

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**12 Month Faculty Table 2020-2021**

Years in Rank	<i>Professor</i>			
	Instructor	Assistant	Associate	Full
1	\$ 57,394	\$ 70,868	\$ 87,622	\$ 103,874
2	\$ 59,117	\$ 72,473	\$ 88,919	\$ 104,911
3	\$ 60,889	\$ 74,113	\$ 89,736	\$ 105,961
4	\$ 63,569	\$ 75,791	\$ 91,071	\$ 107,021
5	\$ 64,205	\$ 77,508	\$ 92,429	\$ 108,090
6	\$ 64,205	\$ 79,263	\$ 93,807	\$ 110,253
7	\$ 64,205	\$ 79,263	\$ 93,807	\$ 111,355
8	\$ 64,205	\$ 79,263	\$ 93,807	\$ 112,468
9	\$ 64,205	\$ 79,263	\$ 93,807	\$ 113,594
10	\$ 64,205	\$ 79,263	\$ 93,807	\$ 114,729
11	\$ 64,205	\$ 79,263	\$ 93,807	\$ 115,877
12	\$ 64,205	\$ 79,263	\$ 93,807	\$ 117,036
13	\$ 64,205	\$ 79,263	\$ 93,807	\$ 118,206
14	\$ 64,205	\$ 79,263	\$ 93,807	\$ 119,388
15	\$ 64,205	\$ 79,263	\$ 93,807	\$ 120,582
16	\$ 64,205	\$ 79,263	\$ 93,807	\$ 121,788
17	\$ 64,205	\$ 79,263	\$ 93,807	\$ 123,006
18	\$ 64,205	\$ 79,263	\$ 93,807	\$ 124,236
19	\$ 64,205	\$ 79,263	\$ 93,807	\$ 125,478
20	\$ 64,205	\$ 79,263	\$ 93,807	\$ 126,734
21	\$ 64,205	\$ 79,263	\$ 93,807	\$ 127,999

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**10 Month Faculty Table 2021-2022**

Years in rank	Technical		Professor		
	Assistant	Instructor	Assistant	Associate	Professor
1	\$ 40,361	\$ 53,872	\$ 66,519	\$ 82,246	\$ 97,499
2	\$ 41,571	\$ 55,489	\$ 68,026	\$ 83,462	\$ 98,474
3	\$ 42,819	\$ 57,153	\$ 69,564	\$ 84,229	\$ 99,459
4	\$ 44,102	\$ 59,668	\$ 71,139	\$ 85,483	\$ 100,453
5	\$ 45,424	\$ 60,265	\$ 72,752	\$ 86,757	\$ 101,458
6	\$ 46,789	\$ 60,265	\$ 74,399	\$ 88,051	\$ 103,487
7	\$ 47,257	\$ 60,265	\$ 74,399	\$ 88,051	\$ 104,522
8	\$ 47,729	\$ 60,265	\$ 74,399	\$ 88,051	\$ 105,567
9	\$ 48,206	\$ 60,265	\$ 74,399	\$ 88,051	\$ 106,623
10	\$ 48,689	\$ 60,265	\$ 74,399	\$ 88,051	\$ 107,690
11	\$ 49,176	\$ 60,265	\$ 74,399	\$ 88,051	\$ 108,766
12	\$ 49,668	\$ 60,265	\$ 74,399	\$ 88,051	\$ 109,854
13	\$ 50,164	\$ 60,265	\$ 74,399	\$ 88,051	\$ 110,953
14	\$ 50,666	\$ 60,265	\$ 74,399	\$ 88,051	\$ 112,062
15	\$ 51,172	\$ 60,265	\$ 74,399	\$ 88,051	\$ 113,183
16	\$ 51,684	\$ 60,265	\$ 74,399	\$ 88,051	\$ 114,313
17	\$ 52,201	\$ 60,265	\$ 74,399	\$ 88,051	\$ 115,458
18	\$ 52,723	\$ 60,265	\$ 74,399	\$ 88,051	\$ 116,612
19	\$ 53,250	\$ 60,265	\$ 74,399	\$ 88,051	\$ 117,778
20	\$ 53,783	\$ 60,265	\$ 74,399	\$ 88,051	\$ 118,956
21	\$ 54,321	\$ 60,265	\$ 74,399	\$ 88,051	\$ 120,145

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**12 Month Faculty Table 2021-2022**

Years in Rank	<i>Professor</i>			
	Instructor	Assistant	Associate	Full
1	\$ 59,259	\$ 73,171	\$ 90,470	\$ 107,249
2	\$ 61,038	\$ 74,829	\$ 91,809	\$ 108,321
3	\$ 62,868	\$ 76,521	\$ 92,653	\$ 109,405
4	\$ 65,635	\$ 78,254	\$ 94,031	\$ 110,499
5	\$ 66,292	\$ 80,027	\$ 95,433	\$ 111,603
6	\$ 66,292	\$ 81,839	\$ 96,856	\$ 113,836
7	\$ 66,292	\$ 81,839	\$ 96,856	\$ 114,974
8	\$ 66,292	\$ 81,839	\$ 96,856	\$ 116,124
9	\$ 66,292	\$ 81,839	\$ 96,856	\$ 117,285
10	\$ 66,292	\$ 81,839	\$ 96,856	\$ 118,458
11	\$ 66,292	\$ 81,839	\$ 96,856	\$ 119,643
12	\$ 66,292	\$ 81,839	\$ 96,856	\$ 120,840
13	\$ 66,292	\$ 81,839	\$ 96,856	\$ 122,048
14	\$ 66,292	\$ 81,839	\$ 96,856	\$ 123,268
15	\$ 66,292	\$ 81,839	\$ 96,856	\$ 124,501
16	\$ 66,292	\$ 81,839	\$ 96,856	\$ 125,746
17	\$ 66,292	\$ 81,839	\$ 96,856	\$ 127,003
18	\$ 66,292	\$ 81,839	\$ 96,856	\$ 128,273
19	\$ 66,292	\$ 81,839	\$ 96,856	\$ 129,556
20	\$ 66,292	\$ 81,839	\$ 96,856	\$ 130,853
21	\$ 66,292	\$ 81,839	\$ 96,856	\$ 132,159

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**10 Month Faculty Table 2022-2023**

Years in Rank	Technical		Professor		
	Assistant	Instructor	Assistant	Associate	Professor
1	\$ 41,672	\$ 55,623	\$ 68,681	\$ 84,919	\$ 100,668
2	\$ 42,922	\$ 57,292	\$ 70,237	\$ 86,175	\$ 101,674
3	\$ 44,211	\$ 59,011	\$ 71,825	\$ 86,967	\$ 102,692
4	\$ 45,535	\$ 61,607	\$ 73,451	\$ 88,261	\$ 103,718
5	\$ 46,901	\$ 62,223	\$ 75,116	\$ 89,577	\$ 104,755
6	\$ 48,310	\$ 62,223	\$ 76,817	\$ 90,913	\$ 106,851
7	\$ 48,793	\$ 62,223	\$ 76,817	\$ 90,913	\$ 107,919
8	\$ 49,281	\$ 62,223	\$ 76,817	\$ 90,913	\$ 108,998
9	\$ 49,773	\$ 62,223	\$ 76,817	\$ 90,913	\$ 110,089
10	\$ 50,271	\$ 62,223	\$ 76,817	\$ 90,913	\$ 111,190
11	\$ 50,774	\$ 62,223	\$ 76,817	\$ 90,913	\$ 112,301
12	\$ 51,282	\$ 62,223	\$ 76,817	\$ 90,913	\$ 113,424
13	\$ 51,794	\$ 62,223	\$ 76,817	\$ 90,913	\$ 114,559
14	\$ 52,312	\$ 62,223	\$ 76,817	\$ 90,913	\$ 115,704
15	\$ 52,835	\$ 62,223	\$ 76,817	\$ 90,913	\$ 116,861
16	\$ 53,364	\$ 62,223	\$ 76,817	\$ 90,913	\$ 118,029
17	\$ 53,897	\$ 62,223	\$ 76,817	\$ 90,913	\$ 119,210
18	\$ 54,436	\$ 62,223	\$ 76,817	\$ 90,913	\$ 120,402
19	\$ 54,981	\$ 62,223	\$ 76,817	\$ 90,913	\$ 121,606
20	\$ 55,531	\$ 62,223	\$ 76,817	\$ 90,913	\$ 122,822
21	\$ 56,086	\$ 62,223	\$ 76,817	\$ 90,913	\$ 124,050

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**12 Month Faculty Table 2022-2023**

Years in Rank	<i>Professor</i>			
	Instructor	Assistant	Associate	Full
1	\$ 61,185	\$ 75,549	\$ 93,410	\$ 110,735
2	\$ 63,022	\$ 77,261	\$ 94,793	\$ 111,841
3	\$ 64,911	\$ 79,008	\$ 95,664	\$ 112,961
4	\$ 67,768	\$ 80,797	\$ 97,087	\$ 114,090
5	\$ 68,446	\$ 82,628	\$ 98,534	\$ 115,230
6	\$ 68,446	\$ 84,499	\$ 100,004	\$ 117,536
7	\$ 68,446	\$ 84,499	\$ 100,004	\$ 118,711
8	\$ 68,446	\$ 84,499	\$ 100,004	\$ 119,898
9	\$ 68,446	\$ 84,499	\$ 100,004	\$ 121,097
10	\$ 68,446	\$ 84,499	\$ 100,004	\$ 122,308
11	\$ 68,446	\$ 84,499	\$ 100,004	\$ 123,531
12	\$ 68,446	\$ 84,499	\$ 100,004	\$ 124,767
13	\$ 68,446	\$ 84,499	\$ 100,004	\$ 126,014
14	\$ 68,446	\$ 84,499	\$ 100,004	\$ 127,275
15	\$ 68,446	\$ 84,499	\$ 100,004	\$ 128,547
16	\$ 68,446	\$ 84,499	\$ 100,004	\$ 129,832
17	\$ 68,446	\$ 84,499	\$ 100,004	\$ 131,131
18	\$ 68,446	\$ 84,499	\$ 100,004	\$ 132,442
19	\$ 68,446	\$ 84,499	\$ 100,004	\$ 133,767
20	\$ 68,446	\$ 84,499	\$ 100,004	\$ 135,105

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**10 Month Faculty Table 2023-2024**

	Technical			Professor	
	Assistant	Instructor	Assistant	Associate	Professor
1	\$ 43,027	\$ 57,431	\$ 70,913	\$ 87,679	\$ 103,940
2	\$ 44,317	\$ 59,154	\$ 72,520	\$ 88,976	\$ 104,979
3	\$ 45,648	\$ 60,928	\$ 74,160	\$ 89,793	\$ 106,029
4	\$ 47,015	\$ 63,610	\$ 75,838	\$ 91,129	\$ 107,089
5	\$ 48,425	\$ 64,246	\$ 77,558	\$ 92,488	\$ 108,160
6	\$ 49,880	\$ 64,246	\$ 79,314	\$ 93,868	\$ 110,323
7	\$ 50,378	\$ 64,246	\$ 79,314	\$ 93,868	\$ 111,426
8	\$ 50,882	\$ 64,246	\$ 79,314	\$ 93,868	\$ 112,541
9	\$ 51,391	\$ 64,246	\$ 79,314	\$ 93,868	\$ 113,666
10	\$ 51,905	\$ 64,246	\$ 79,314	\$ 93,868	\$ 114,803
11	\$ 52,424	\$ 64,246	\$ 79,314	\$ 93,868	\$ 115,951
12	\$ 52,949	\$ 64,246	\$ 79,314	\$ 93,868	\$ 117,110
13	\$ 53,477	\$ 64,246	\$ 79,314	\$ 93,868	\$ 118,282
14	\$ 54,013	\$ 64,246	\$ 79,314	\$ 93,868	\$ 119,464
15	\$ 54,552	\$ 64,246	\$ 79,314	\$ 93,868	\$ 120,659
16	\$ 55,098	\$ 64,246	\$ 79,314	\$ 93,868	\$ 121,865
17	\$ 55,649	\$ 64,246	\$ 79,314	\$ 93,868	\$ 123,084
18	\$ 56,205	\$ 64,246	\$ 79,314	\$ 93,868	\$ 124,315
19	\$ 56,768	\$ 64,246	\$ 79,314	\$ 93,868	\$ 125,558
20	\$ 57,336	\$ 64,246	\$ 79,314	\$ 93,868	\$ 126,814
21	\$ 57,909	\$ 64,246	\$ 79,314	\$ 93,868	\$ 128,081

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**12 Month Faculty Table 2023-2024**

Years in Rank	<i>Professor</i>			
	Instructor	Assistant	Associate	Full
1	\$ 63,174	\$ 78,004	\$ 96,446	\$ 114,334
2	\$ 65,070	\$ 79,772	\$ 97,874	\$ 115,476
3	\$ 67,021	\$ 81,576	\$ 98,773	\$ 116,632
4	\$ 69,971	\$ 83,423	\$ 100,243	\$ 117,798
5	\$ 70,671	\$ 85,313	\$ 101,737	\$ 118,975
6	\$ 70,671	\$ 87,245	\$ 103,254	\$ 121,356
7	\$ 70,671	\$ 87,245	\$ 103,254	\$ 122,569
8	\$ 70,671	\$ 87,245	\$ 103,254	\$ 123,794
9	\$ 70,671	\$ 87,245	\$ 103,254	\$ 125,033
10	\$ 70,671	\$ 87,245	\$ 103,254	\$ 126,283
11	\$ 70,671	\$ 87,245	\$ 103,254	\$ 127,546
12	\$ 70,671	\$ 87,245	\$ 103,254	\$ 128,822
13	\$ 70,671	\$ 87,245	\$ 103,254	\$ 130,110
14	\$ 70,671	\$ 87,245	\$ 103,254	\$ 131,411
15	\$ 70,671	\$ 87,245	\$ 103,254	\$ 132,725
16	\$ 70,671	\$ 87,245	\$ 103,254	\$ 134,052
17	\$ 70,671	\$ 87,245	\$ 103,254	\$ 135,393
18	\$ 70,671	\$ 87,245	\$ 103,254	\$ 136,747
19	\$ 70,671	\$ 87,245	\$ 103,254	\$ 138,114
20	\$ 70,671	\$ 87,245	\$ 103,254	\$ 139,496
21	\$ 70,671	\$ 87,245	\$ 103,254	\$ 140,889

**C-2**  
**RATES FOR PART TIME**  
**DAY ADJUNCT**  
**RATES FOR FULL TIME**  
**FACULTY TEACHING**  
**EXTRA**  
**COMPENSATION**

Rank	2016/2017 Credit Rate	2016/2017 Lab Rate	2017/2018 Credit Rate	2017/2018 Lab Rate	2018/2019 Credit Rate	2018/2019 Lab Rate	2019/2020 Credit Rate	2019/2020 Lab Rate
Instructor	\$974	\$730	\$974	\$730	\$974	\$730	\$974	\$730
Assistant Professor	\$1,085	\$814	\$1,085	\$814	\$1,085	\$814	\$1,085	\$814
Associate Professor	\$1,216	\$911	\$1,216	\$911	\$1,216	\$911	\$1,216	\$911
Full Professor	\$1,364	\$1,023	\$1,364	\$1,023	\$1,364	\$1,023	\$1,364	\$1,023

Rank	2020/2021 Credit Rate	2020/2021 Lab Rate	2021/2022 Credit Rate	2021/2022 Lab Rate	2022/2023 Credit Rate	2022/2023 Lab Rate	2023/2024 Credit Rate	2023/2024 Lab Rate
Instructor	\$991	\$743	\$1,023	\$767	\$1,057	\$792	\$1,091	\$818
Assistant Professor	\$1,104	\$828	\$1,140	\$855	\$1,177	\$883	\$1,215	\$912
Associate Professor	\$1,237	\$927	\$1,277	\$957	\$1,319	\$988	\$1,362	\$1,020
Full Professor	\$1,388	\$1,041	\$1,433	\$1,075	\$1,480	\$1,110	\$1,528	\$1,146

C-3

**RATES FOR WORK  
PERFORMED OUTSIDE  
REGULAR DUTIES  
(PER HOUR RATES)**

<b>Rank</b>	<b>2016/2017 Rate</b>	<b>2017/2018 Rate</b>	<b>2018/2019 Rate</b>	<b>2019/2020 Rate</b>	<b>2020/2021 Rate</b>	<b>2021/2022 Rate</b>	<b>2022/2023 Rate</b>	<b>2023/2024 Rate</b>
Academic Advising	\$ 33.17	\$ 33.17	\$ 33.17	\$ 33.17	\$ 33.75	\$ 34.85	\$ 35.98	\$ 37.15
Academic Review Board or Developmental Review Board	\$ 33.17	\$ 33.17	\$ 33.17	\$ 33.17	\$ 33.75	\$ 34.85	\$ 35.98	\$ 37.15
Reading	\$ 27.67	\$ 27.67	\$ 27.67	\$ 27.67	\$ 28.15	\$ 29.07	\$ 30.01	\$ 30.99

## Appendix C-4

### Stipends:

#### Course Coordinator/Adjunct mentor:

Description: May include coordinating complex course, clinical, mentor adjuncts, CCHS faculty and/or new faculty:

Rate of stipend per semester:                      \$1,000

#### Course abatements per semester:

Aquatics Coordinator/Director	2 contacts
Dental Hygiene, Clinical Coordinator	3 contacts
Diagnostic Imaging, Clinical Coordinator	4 contacts
Diversity Coordinator	3 credits or 5 contacts
Education Department Observation Coordinator	6 credits
Education Department Field Placement Coordinator	6 credits
Nursing:      Newburgh Coordinator	6 contacts
Nursing Level 1 Coordinator	3 contacts
Nursing Level 2 Coordinator	3 contacts
Nursing Level 3 Coordinator	3 contacts
Nursing Level 4 Coordinator	3 contacts
Nursing Level 5 Coordinator	3 contacts
Simulation coordinator	8 contacts

**APPENDIX D**  
**ACADEMIC FREEDOM**

The teacher is entitled to freedom in the classroom in discussing the subject, but may not claim as a right the privilege of discussing controversial matter which has no relation to the subject.

The teacher is entitled to full freedom, within the law, of inquiry and research and in the publication of the results, but not at the expense of adequate performance of other academic duties.

The college teacher is a citizen, a member of a learned profession and a representative of an educational institution. When speaking, writing, or acting, within the law, as a citizen, the teacher shall be free from institutional censorship or discipline, but our unique position in the community imposes special obligations. As persons of learning and as representatives of an educational institution, we should remember that the public may judge our profession and our institution by our utterances and our actions. Hence, we must at all times be accurate, exercise appropriate restraints, show respect for the opinion of others, and indicate that we are not speaking for our institution.

**APPENDIX E**

The procedures for faculty emeriti and emeritus application will be maintained through the Office of the Vice President for Academic Affairs and will be reviewed with the PRT Advisory Committee for revision, as appropriate.

## APPENDIX-F

# Procedures & Timelines for Reappointment & Tenure

Faculty who join the SUNY Orange academic community are evaluated annually for the first four years. One-year appointments are awarded by the President based on the recommendations of the Department Promotion, Retention and Tenure (PRT) Committee (in all years) and the College PRT Committee (in years two and four). Tenure may be granted at the beginning of the fifth year of employment. Highlighted below is a brief overview of the timeline followed in the promotion, retention and tenure process.

Additional evaluation criteria are set by the department as necessary and are subject to an annual review at the beginning of the academic year. (Details of review and approval: deadline, who participates, vote process, etc.) Once approved, any additional evaluation criteria are then forwarded to the office of the VPAA.



An Annual review is conducted at the Department level with recommendation for retention made by the Department PRT Committee. The primary focus during Year 1 is on Evaluation Criteria #1: Teaching. The President makes the final decision for reappointment.

The candidate:

- Participates in the orientation program for new faculty, which includes an overview of the College's organizational structure, expectations of teaching & learning, technical skills, PRT process, etc.
- By October 1, meets with the Department Chair to discuss expectations and determine the composition of the three person Department PRT Committee:
  - The Department Chair
  - A tenured faculty member from within the department (or from the division if the department is too small) chosen by the candidate from two choices provided by the Department Chair, and
  - A tenured faculty member chosen by the candidate from within or outside of the department.
- Determines the content of a portfolio of materials deemed appropriate by the candidate and the Department PRT Committee. This may include such items as Philosophy of Teaching, units of instruction, instructional materials/topics, graded assignments, etc. The portfolio is a collection of materials that document one's professional performance and growth over time. It presents a thoughtful compilation of evidence to demonstrate effectiveness in the four Evaluation Criteria: teaching, service to students, service to the College community and professional growth. Departments may add additional material.

## APPENDIX-F

- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts a classroom visit utilizing the Standard Observation Form and any other applicable department forms.
  2. The Department Chair consults with the Department PRT Committee and completes an evaluation based on the classroom observations, the completed “Departmental Promotion, Retention & Tenure Committee Evaluation” form and the candidate’s PRT material.
  3. The Department PRT Committee then meets with the candidate to review the evaluation.
  4. After reviewing the evaluation with the candidate, the Department Chair then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. The candidate then has the opportunity to formally respond to the evaluation in writing. If there is a response, it will be attached to the evaluation.
  6. By March 31, the Department Chair in collaboration with the Associate Vice President recommends to the VPAA, in writing, whether the faculty member should be retained.
  7. Upon review, the VPAA sends a written memo to the President with his or her retention recommendation.
  8. By April 15, the candidate receives written notification of the decision from the President.



### Year 2

Annual review is conducted at the Department level with recommendation for retention made by the department PRT Committee. In addition, the candidate will present a portfolio to the College PRT Committee during the spring semester. The primary focus during Year 2 is on Evaluation Criteria #1: Teaching and #2: Service to Students. The College PRT Committee votes to recommend retention based on the department materials and the candidate’s portfolio presentation. The recommendation is given to the President who makes the final decision for retention.

The candidate:

- By October 1, meets with the Department Chair to discuss expectations and determine the composition of the three-person Department PRT Committee:
  - The Department Chair
  - A tenured faculty member from within the department (or from the division if the department is too small) chosen by the candidate from two choices provided by the Department Chair, and
  - A tenured faculty member chosen by the candidate from within or outside of the department.
  - Department Chair and candidate are encouraged to rotate membership on the Department PRT committee.

## APPENDIX-F

- Prepares materials for portfolio developed in consultation with the committee; these may include a narrative, a unit of instruction, a graded assignment, a description of service to students, advising techniques, and so on.
- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts a classroom visit utilizing the Standard Observation Form and any other applicable department forms.
  2. The Department Chair consults with the Department PRT Committee and completes an evaluation based on the classroom observations, the completed “Departmental Promotion, Retention & Tenure Committee Evaluation” form and the candidate’s PRT material.
  3. The Department PRT Committee then meets with the candidate to review the evaluation and to prepare the candidate for his or her presentation to the College PRT Committee.
  4. After reviewing the evaluation with the candidate, the Department Chair then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. By March 15, the Department Chair, in collaboration with the Associate Vice President, recommends to the VPAA, in writing, whether the faculty member should be retained.
  6. The candidate submits his or her portfolio to the Office of Academic Affairs by March 15 for meeting with the College PRT Committee.
  7. The candidate meets with the College PRT Committee to discuss his or her portfolio and evaluation. Members vote to recommend or not to recommend retention. The VPAA submits the committee’s recommendation to the President in writing.
  8. By April 15, the candidate receives written notification of the decision from the President.



Annual review is conducted at the Department level with recommendation for retention and reappointment made by the Department PRT Committee. No interview or presentation is required with the College PRT Committee. The candidate is expected to give attention to all four evaluation criteria. The President makes the final decision for reappointment.

The candidate:

- By October 1, meets with Department Chair to discuss expectations and determine the composition of the three-person Department PRT Committee:
  - The Department Chair
  - A tenured faculty member from within the department (or from the division if the department is too small) chosen by the candidate from two choices provided by the Department Chair, and
  - A tenured faculty member chosen by the candidate from within or outside of the department.

## APPENDIX-F

- Department Chair and candidate are encouraged to rotate membership on the Department PRT committee; however, this committee will continue to work with the candidate into the fourth year.
- Prepares materials developed in consultation with the committee; these may include a narrative, a unit of instruction, a graded assignment, a description of service to students, advising techniques, and so on.
- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts a classroom visit utilizing the Standard Observation Form and any other applicable department forms.
  2. The Department Chair consults with the Department PRT Committee and completes an evaluation based on the classroom observations, the completed “Departmental Promotion, Retention & Tenure Evaluation Criteria” form and the candidate’s PRT material.
  3. The Department PRT Committee then meets with the candidate to review the evaluation.
  4. After reviewing the evaluation with the candidate, the Department Chair then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth, as well as noting progress from previous year. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. The candidate then has the opportunity to respond formally to the evaluation in writing. If there is a response, it will be attached to the evaluation.
  6. By March 31, the Department Chair in collaboration with the Associate Vice President recommends to the VPAA, in writing, whether the faculty member should be retained.
  7. Upon review, the VPAA sends a written memo to the President with his or her retention recommendation.
  8. By April 15, the candidate receives written notification of the decision from the President.



Annual review and the granting of tenure are determined during the fall semester following the non-tenured faculty member’s interview and portfolio presentation to the College PRT Committee. Significant accomplishment in all 4 evaluation criteria is expected. The President makes the final decision for tenure and, if granted, tenure takes effect at the beginning of the fifth year.

The candidate:

- By October 1, meets with the third-year Department PRT Committee to decide what materials are needed to address all four criteria for inclusion in the tenure portfolio that will be presented to the College PRT Committee. If, at this time, it is felt that weaknesses remain, the Department PRT Committee or the candidate may request further classroom visits or additional materials from the candidate.

## APPENDIX-F

1. The Department Chair consults with the Department PRT Committee and completes an evaluation based on the suggestions made at the October 1 meeting, the completed “Departmental Promotion, Retention & Tenure Committee Evaluation” form and the candidate’s PRT material.
2. The Department PRT Committee then meets with the candidate to review the evaluation and to prepare the candidate for his or her presentation to the College PRT Committee.
3. Based on the previous meeting, the Department PRT Committee provides a written evaluation which will be given to the candidate for his or her signature as acknowledgement of receipt.
4. The candidate then has the opportunity to respond formally to the evaluation in writing. If there is a response, it will be attached to the evaluation.
5. The Department Chair, in collaboration with the Associate Vice President, recommends to the VPAA, in writing, whether the faculty member should be granted tenure. By November 1, the candidate submits his or her portfolio to the Office for Academic Affairs for review by the College PRT Committee members.
6. By end of November, the candidate meets with the College PRT Committee and presents his or her portfolio. Members vote to recommend or not recommend tenure. The VPAA submits the committee’s recommendation to the President in writing for his or her review and recommendation to the College Board of Trustees. Tenure will be voted on by the College Board of Trustees.
7. By December 15, the candidate receives written notification of the decision from the President.

APPENDIX-F

Departmental Promotion, Retention & Tenure Committee Evaluation Form

Candidate's Name: \_\_\_\_\_ Department: \_\_\_\_\_

The candidate is applying for (circle one):

Retention      Tenure/Assistant Professor      Associate Professor      Full Professor

Place a ✓✓ if the candidate meets the following criteria. If **not**, leave blank or mark N/A for Not Applicable. Attach to this document a bulleted outline that identifies the candidate's contributions to each criterion.

Criterion #1: Teaching

- \_\_\_ Fulfills contractual obligations
- \_\_\_ Shows current knowledge of subject matter
- \_\_\_ Exhibits clarity, coherence and logic
- \_\_\_ Uses concrete, specific illustrations
- \_\_\_ Presents material in a clear, effective and organized manner
- \_\_\_ Encourages students to interact
- \_\_\_ Accommodates various learning styles by using a variety of techniques
- \_\_\_ Assesses students effectively through tests and assignments
- \_\_\_ Maintains high standards when grading
- \_\_\_ Demonstrates strong classroom management skills

Criterion #2: Service to Students

- \_\_\_ Provides accurate academic advising
- \_\_\_ Remains accessible by maintaining regular office hours
- \_\_\_ Participates in activities/events and/or recruitment related events

Criterion #3: Service to the College Community

- \_\_\_ Acts as a collaborative member of the department by participating in committees and activities
- \_\_\_ Participates in campus governance and/or serves on College-wide committees
- \_\_\_ Is involved in special projects within the department and/or College community
- \_\_\_ Exhibits leadership within department and/or College community
- \_\_\_ Participates in development of new courses and/or revision of existing curriculum

Criterion #4: Professional Growth

- \_\_\_ Increases knowledge in field (i.e., graduate courses, conferences, workshops, seminars, etc.)
- \_\_\_ Maintains membership in a professional organization
- \_\_\_ Makes use of other opportunities pertinent to field

Department Chair: \_\_\_\_\_

PRT Committee Member: \_\_\_\_\_

PRT Committee Member: \_\_\_\_\_

PRT Committee Member: \_\_\_\_\_

Candidate: \_\_\_\_\_

## APPENDIX-G

# Procedures & Timelines for Reappointment & Tenure

Librarians who join the SUNY Orange academic community are evaluated annually for the first four years. One-year appointments are awarded by the President based on the recommendations of the Department Promotion, Retention and Tenure (PRT) Committee (in all years) and the College PRT Committee (in years two and four). Tenure will take effect at the beginning of the fifth year of employment. Highlighted below is a brief overview of the timeline followed in the retention and tenure process.

Additional evaluation criteria may be set by the library as necessary and are subject to an annual review at the beginning of the academic year. (Details of review and approval: deadline, who participates, vote process, etc.) Once approved, any additional evaluation criteria are then forwarded to the office of the VPAA.

### Year 1

An Annual review is conducted at the Department level with recommendation for retention made by the Department PRT Committee. The primary focus during Year 1 is on Evaluation Criterion #1 :Librarianship and Criterion #2: Teaching. The President makes the final decision for reappointment.

The candidate:

- Participates in the orientation program for new faculty, which includes an overview of the College's organizational structure, expectations of teaching & learning, technical skills, PRT process, etc.
- By October 1, meets with the Library Director to discuss expectations and determine the composition of the three person Department PRT Committee:
  - The Library Director
  - A tenured faculty member from within the Library (or the tenured faculty if the department is too small) chosen by the candidate from two choices provided by the Library Director, and
  - A tenured faculty member chosen by the candidate from within or outside of the Library.
- Determines the content of a portfolio of materials deemed appropriate by the candidate and the Department PRT Committee. This may include such items as Philosophy of Teaching and Librarianship, instructional evaluations completed by faculty, etc. The portfolio is a collection of materials that document one's professional performance and growth over time. It presents a thoughtful compilation of evidence to demonstrate effectiveness in the five Evaluation Criteria: librarianship, teaching, service to students, service to the College community, and professional growth. Librarians may add additional material.

## APPENDIX-G

- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts one classroom visit utilizing the Standard Observation Form and any other applicable Library forms.
  2. The Library Director consults with the Department PRT Committee and completes an evaluation based on the classroom observations, the completed “Librarian Promotion, Retention & Tenure Committee Evaluation” form and the candidate’s PRT material.
  3. The Department PRT Committee then meets with the candidate to review the evaluation.
  4. After reviewing the evaluation with the candidate, the Library Director then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. The candidate then has the opportunity to formally respond to the evaluation in writing. If there is a response, it will be attached to the evaluation.
  6. By March 31, the Library Director recommends to the VPAA, in writing, whether the faculty member should be retained.
  7. Upon review, the VPAA sends a written memo to the President with his or her retention recommendation.
  8. By April 15, the candidate receives written notification of the decision from the President.

### Year 2

Annual review is conducted at the Department level with recommendation for retention made by the department PRT Committee. In addition, the candidate will present a portfolio to the College PRT Committee during the spring semester. The primary focus during Year 2 is on Evaluation Criteria #1: Librarianship, #2: Teaching, and #3: Service to Students. The College PRT Committee votes to recommend retention based on the department materials and the candidate’s portfolio presentation. The recommendation is given to the President who makes the final decision for retention.

The candidate:

- By October 1, meets with the Library Director to discuss expectations and determine the composition of the three-person Department PRT Committee:
  - The Library Director
  - A tenured faculty member from within the Library (or from the tenured faculty if the department is too small) chosen by the candidate from two choices provided by the Library Director, and
  - A tenured faculty member chosen by the candidate from within or outside of the Library.
  - Library Director and candidate are encouraged to rotate membership on the Department PRT committee.

## APPENDIX-G

- Prepares materials for portfolio developed in consultation with the committee; these may include a narrative, a unit of instruction, a description of service to students and so on.
- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts one classroom visit utilizing the Standard Observation Form and any other applicable department forms.
  2. The Library Director consults with the Department PRT Committee and completes an evaluation based on the classroom observations, the completed “Librarian Promotion, Retention & Tenure Committee Evaluation” form and the candidate’s PRT material.
  3. The Department PRT Committee then meets with the candidate to review the evaluation and to prepare the candidate for his or her presentation to the College PRT Committee.
  4. After reviewing the evaluation with the candidate, the Library Director then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. By March 15, the Library Director recommends to the VPAA, in writing, whether the faculty member should be retained.
  6. The candidate submits his or her portfolio to the Office of Academic Affairs by March 15 for meeting with the College PRT Committee.
  7. The candidate meets with the College PRT Committee to discuss his or her portfolio and evaluation. Members vote to recommend or not to recommend retention. The VPAA submits the committee’s recommendation to the President in writing.
  8. By April 15, the candidate receives written notification of the decision from the President.

### Year 3

Annual review is conducted at the Department level with recommendation for retention and reappointment made by the Department PRT Committee. No interview or presentation is required with the College PRT Committee. The candidate is expected to give attention to all five evaluation criteria. The President makes the final decision for reappointment.

The candidate:

- By October 1, meets with Library Director to discuss expectations and determine the composition of the three-person Department PRT Committee:
  - The Library Director
  - A tenured faculty member from within the Library (or from the tenured faculty if the department is too small) chosen by the candidate from two choices provided by the Library Director, and
  - A tenured faculty member chosen by the candidate from within or outside of the Library.

## APPENDIX-G

- Library Director and candidate are encouraged to rotate membership on the Department PRT committee; however, this committee will continue to work with the candidate into the fourth year.
- Prepares materials developed in consultation with the committee; these may include a narrative, a unit of instruction, a description of service to students, and so on.
- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts one classroom visit utilizing the Standard Observation Form and any other applicable department forms.
  2. The Library Director consults with the Department PRT Committee and completes an evaluation based on the classroom observations, the completed “Librarian Promotion, Retention & Tenure Evaluation Criteria” form and the candidate’s PRT material.
  3. The Department PRT Committee then meets with the candidate to review the evaluation.
  4. After reviewing the evaluation with the candidate, the Library Director then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth, as well as noting progress from previous year. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. The candidate then has the opportunity to respond formally to the evaluation in writing. If there is a response, it will be attached to the evaluation.
  6. By March 31, the Library Director recommends to the VPAA, in writing, whether the faculty member should be retained.
  7. Upon review, the VPAA sends a written memo to the President with his or her retention recommendation.
  8. By April 15, the candidate receives written notification of the decision from the President.

### Year 4

Annual review and the granting of tenure are determined during the fall semester following the non-tenured faculty member’s interview and portfolio presentation to the College PRT Committee. Significant accomplishment in all 5 evaluation criteria is expected. The President makes the final decision for tenure and, if granted, tenure takes effect at the beginning of the fifth year.

The candidate:

- By October 1, meets with the third-year Department PRT Committee to decide what materials are needed to address all five criteria for inclusion in the tenure portfolio that will be presented to the College PRT Committee. If, at this time, it is felt that weaknesses remain, the Department PRT Committee or the candidate may request further classroom visits or additional materials from the candidate.
- 1. The Library Director consults with the Department PRT Committee and completes an evaluation based on the suggestions made at the October 1 meeting, the completed “Librarian Promotion, Retention & Tenure Committee Evaluation” form and the candidate’s PRT material.

## APPENDIX-G

2. The Department PRT Committee then meets with the candidate to review the evaluation and to prepare the candidate for his or her presentation to the College PRT Committee.
3. Based on the previous meeting, the Department PRT Committee provides a written evaluation which will be given to the candidate for his or her signature as acknowledgement of receipt.
4. The candidate then has the opportunity to respond formally to the evaluation in writing. If there is a response, it will be attached to the evaluation.
5. The Library Director recommends to the VPAA, in writing, whether the faculty member should be granted tenure. By November 1, the candidate submits his or her portfolio to the Office for Academic Affairs for review by the College PRT Committee members.
6. By end of November, the candidate meets with the College PRT Committee and presents his or her portfolio. Members vote to recommend or not recommend tenure. The VPAA submits the committee's recommendation to the President in writing for his or her review and recommendation to the College Board of Trustees. Tenure will be voted on by the College Board of Trustees.
7. By December 15, the candidate receives written notification of the decision from the President.

APPENDIX-G

Librarian Promotion, Retention, & Tenure Committee Evaluation Form

Candidate's Name: \_\_\_\_\_ Department: \_\_\_\_\_

This candidate is applying for (circle one):

Retention      Tenure/Assistant Professor      Associate Professor      Full Professor

Place a √ if the candidate meets the following criteria. If not, leave blank or mark N/A for Not Applicable. Attach to this document a bulleted outline that identifies the candidates' contributions to each criterion.

Criterion #1: Librarianship

- \_\_\_ Fulfills contractual obligations
\_\_\_ Successfully fulfills duties defined in job description (see attached)
\_\_\_ Functions in a manner compatible with the plans and policies of the Library
\_\_\_ Shows current knowledge of subject matter in areas of responsibility
\_\_\_ Demonstrates effective management skills with library staff
\_\_\_ Demonstrates the ability to be creative and adequately develop ideas and plans to meet current and anticipated situations
\_\_\_ Exhibits clarity, coherence, and logic
\_\_\_ Maintains effective lines of communication within the Library

Criterion #2: Teaching

- \_\_\_ Presents information in a clear, effective, and organized manner
\_\_\_ Shows current knowledge of subject matter
\_\_\_ Uses concrete, specific illustrations
\_\_\_ Encourages students to interact
\_\_\_ Demonstrates strong classroom management skills

Criterion #3: Service to Students

- \_\_\_ Provides responsible and consistent services to students
\_\_\_ Is responsive to student needs

Criterion #4: Service to the College Community

- \_\_\_ Participates in campus governance and/or serves on College-wide committees
\_\_\_ Is involved in special projects within the Library and/or College community
\_\_\_ Exhibits leadership within the Library and/or College community
\_\_\_ Provides responsible and consistent services to the College community

Criterion #5: Professional Growth

- \_\_\_ Increases knowledge in field (ie: graduate courses, conferences, workshops, seminars, etc.)
\_\_\_ Maintains membership in a professional organization
\_\_\_ Makes use of other opportunities pertinent to field

Department Chair: -

PRT Committee Member: \_

PRT CommitteeMember: \_

PRT CommitteeMember: \_

Candidate: \_

APPENDIX-G

**Librarian Job Description**

Attachment to: Librarian Promotion, Retention, & Tenure Committee Evaluation Form

Candidate's Name: \_\_\_\_\_ Department: \_\_\_\_\_

Each duty appearing in the candidate's job description will be filled in below.

Place a  $\checkmark$  if the candidate meets the following criteria. If **not**, leave blank or mark N/A for Not Applicable and provide an explanation.

Job Duties

- 
- 
- 
- 
- 
- 
- 
- 
- 
-

**SUNY Orange**

**Observation Form – Summary**

Candidate \_\_\_\_\_ Date(s) \_\_\_\_\_  
Instructor(s) \_\_\_\_\_ Course(s) \_\_\_\_\_  
Observer \_\_\_\_\_

**Directions:** *Please observe one class taught by the candidate. If appropriate, comment on areas such as strengths, areas needing improvement, presentation of information, the use of clear/concrete illustrations, knowledge of subject matter, classroom management skills, and interaction with the students.*

Summary comments:

\_\_\_\_\_  
Faculty Signature (Date)

\_\_\_\_\_  
Observer Signature (Date)

*(Signature denotes the narrative has been reviewed and discussed)*

## SUNY Orange

### Department PRT Team Recommendation

Name of Instructor \_\_\_\_\_ Date \_\_\_\_\_

Name of Department \_\_\_\_\_

PRT Team Members \_\_\_\_\_  
\_\_\_\_\_

**Directions:** *The following is a summary of the non-tenured faculty member's performance as evaluated by the Department PRT Team. The Department Chair will forward this recommendation to the VPAA. The President makes the final decision for reappointment.*

**Summary Comments:**

- Recommended for reappointment
- Recommended for reappointment with suggestions for improvement
- Not recommended for reappointment

\_\_\_\_\_  
Faculty Signature (Date)

\_\_\_\_\_  
Department Chair Signature (Date)

*(Signature denotes the narrative has been reviewed and discussed)*

## APPENDIX-H

# Procedures & Timelines for Reappointment & Tenure

Academic Advisors who join the SUNY Orange academic community are evaluated annually for the first four years. One-year appointments are awarded by the President based on the recommendations of the Department Promotion, Retention and Tenure (PRT) Committee (in all years) and the College PRT Committee (in years two and four). Tenure will take effect at the beginning of the fifth year of employment. Highlighted below is a brief overview of the timeline followed in the retention and tenure process.

Additional evaluation criteria are set by the department as necessary and are subject to an annual review at the beginning of the academic year. (Details of review and approval: deadline, who participates, vote process, etc.) Once approved, any additional evaluation criteria are then forwarded to the office of the VPAA.

### Year 1

An Annual review is conducted at the Department level with recommendation for retention made by the Department PRT Committee. The primary focus during Year 1 is on Evaluation Criterion #1: Effectiveness within Advising Department and Criterion #2: Teaching, Retention Initiatives, or Workshops. The President makes the final decision for reappointment.

The candidate:

- Participates in the orientation program for new faculty, which includes an overview of the College's organizational structure, expectations of teaching & learning, technical skills, PRT process, etc.
- By October 1, meets with the Director of Academic Advising to discuss expectations and determine the composition of the three person Department PRT Committee:
  - Director of Academic Advising
  - A tenured faculty member from within the Department (or any tenured faculty member) chosen by the candidate from two choices provided by the Director, and
  - A tenured faculty member chosen by the candidate from within or outside of the department.
- Determines the content of a portfolio of materials deemed appropriate by the candidate and the Department PRT Committee. This may include such items as Philosophy of Teaching and Advising, instructional material/evaluations, etc. The portfolio is a collection of materials that document one's professional performance and growth over time. It presents a thoughtful compilation of evidence to demonstrate effectiveness in the five Evaluation Criteria: advising, teaching, service to students, service to the College community, and professional growth. Advisors may add additional material.

## APPENDIX-H

- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts one visit. The visits of the PRT committee could occur in various observational settings, utilizing the Standard Observation Form and any other applicable department forms.
  2. The Director of Academic Advising consults with the Department PRT Committee and completes an evaluation based on the observations, the completed “Academic Advisor Promotion, Retention & Tenure Committee Evaluation” form and “Academic Advisor Promotion, Retention & Evaluation Criteria” form respectively.
  3. The Department PRT Committee then meets with the candidate to review the evaluation.
  4. After reviewing the evaluation with the candidate, the Director then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. The candidate then has the opportunity to formally respond to the evaluation in writing. If there is a response, it will be attached to the evaluation.
  6. By March 31, the Director of Academic Advising in collaboration with the appropriate AVP recommends to the VPSS, in writing, whether the faculty member should be retained.
  7. Upon review, the VPSS will collaborate with the VPAA; they will then send a written memo to the President with their retention recommendation.
  8. By April 15, the candidate receives written notification of the decision from the President.

### Year 2

Annual review is conducted at the Department level with recommendation for retention made by the department PRT Committee. In addition, the candidate will present a portfolio to the College PRT Committee during the spring semester. The primary focus during Year 2 is on Evaluation Criteria #1: Effectiveness within Advising Department, #2: Teaching, Retention Initiatives, or Workshops, and #3: Service to Students. The College PRT Committee votes to recommend retention based on the department materials and the candidate’s portfolio presentation. The recommendation is given to the President who makes the final decision for retention.

The candidate:

- By October 1, meets with the Director of Academic Advising to discuss expectations and determine the composition of the three-person Department PRT Committee:
  - The Director
  - A tenured faculty member from within the department (or any tenured faculty member) chosen by the candidate from two choices provided by the Director, and
  - A tenured faculty member chosen by the candidate from within or outside of the department.
  - The Director and candidate are encouraged to rotate membership on the Department PRT committee

## APPENDIX-H

- Prepares materials for portfolio developed in consultation with the committee; these may include a narrative, a unit of instruction, a description of service to students and so on.
- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts one visit. The visits of the PRT committee could occur in various observational settings, utilizing the Standard Observation Form and any other applicable department forms.
  2. The Director consults with the Department PRT Committee and completes an evaluation based on the classroom observations, the completed “Academic Advisor Promotion, Retention & Tenure Committee Evaluation” form and “Academic Advisor Promotion, Retention & Evaluation Criteria” form respectively.
  3. The Department PRT Committee then meets with the candidate to review the evaluation and to prepare the candidate for his or her presentation to the College PRT Committee.
  4. After reviewing the evaluation with the candidate, the Director then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. By March 15, the Director in collaboration with the appropriate AVP recommends to the VPSS, in writing, whether the faculty member should be retained.
  6. The candidate submits his or her portfolio to the Office of Academic Affairs by March 15 for meeting with the College PRT Committee.
  7. The candidate meets with the College PRT Committee (which includes the appropriate AVP from the area) to discuss his or her portfolio and evaluation. Members vote to recommend or not to recommend retention. The VPAA submits the committee’s recommendation to the President in writing.
  8. By April 15, the candidate receives written notification of the decision from the President.

### Year 3

Annual review is conducted at the Department level with recommendation for retention and reappointment made by the Department PRT Committee. No interview or presentation is required with the College PRT Committee. The candidate is expected to give attention to all five evaluation criteria. The President makes the final decision for reappointment.

The candidate:

- By October 1, meets with the Director of Academic Advising to discuss expectations and determine the composition of the three-person Department PRT Committee:
  - The Director
  - A tenured faculty member from within the department (or any tenured faculty member) chosen by the candidate from two choices provided by the Director, and
  - A tenured faculty member chosen by the candidate from within or outside of the department.

## APPENDIX-H

- The Directors and candidate are encouraged to rotate membership on the Department PRT committee; however, this committee will continue to work with the candidate into the fourth year.
- Prepares materials developed in consultation with the committee; these may include a narrative, a unit of instruction, a description of service to students, and so on.
- By November 1, develops with the Department PRT Committee a timeline for implementing the remainder of the process.
  1. Each member of the Department PRT Committee conducts one visit. The visits of the PRT committee could occur in various observational settings, utilizing the Standard Observation Form and any other applicable department forms.
  2. The Director consults with the Department PRT Committee and completes an evaluation based on the classroom observations, the completed “Academic Advisor Promotion, Retention & Tenure Committee Evaluation” form and “Academic Advisor Promotion, Retention & Evaluation Criteria” form respectively.
  3. The Department PRT Committee then meets with the candidate to review the evaluation.
  4. After reviewing the evaluation with the candidate, the Director then writes an overall narrative which includes the strengths, concerns and suggested areas for professional growth, as well as noting progress from previous year. The candidate will be provided with both the narrative and written evaluation for his or her signature as acknowledgement of receipt.
  5. The candidate then has the opportunity to respond formally to the evaluation in writing. If there is a response, it will be attached to the evaluation.
  6. By March 31, the Director, in collaboration with the appropriate AVP, recommends to the VPSS, in writing, whether the faculty member should be retained.
  7. Upon review, the VPSS will collaborate with the VPAA; they will then send a written memo to the President with their retention recommendation.
  8. By April 15, the candidate receives written notification of the decision from the President.

### Year 4

Annual review and the granting of tenure are determined during the fall semester following the non-tenured faculty member’s interview and portfolio presentation to the College PRT Committee. Significant accomplishment in all 5 evaluation criteria is expected. The President makes the final decision for tenure and, if granted, tenure takes effect at the beginning of the fifth year.

The candidate:

- By October 1, meets with the third-year Department PRT Committee to decide what materials are needed to address all five criteria for inclusion in the tenure portfolio that will be presented to the College PRT Committee. If, at this time, it is felt that weaknesses remain, the Department PRT Committee or the candidate may request further classroom visits or additional materials from the candidate.
- 1. The Director of Academic Advising consults with the Department PRT Committee and completes an evaluation based on the suggestions made at the October 1 meeting, the

## APPENDIX-H

- completed “Academic Advisor Promotion, Retention & Tenure Committee Evaluation” form and “Academic Advisor Promotion, Retention & Evaluation Criteria” form respectively.
2. The Department PRT Committee then meets with the candidate to review the evaluation and to prepare the candidate for his or her presentation to the College PRT Committee.
  3. Based on the previous meeting, the Department PRT Committee provides a written evaluation which will be given to the candidate for his or her signature as acknowledgement of receipt.
  4. The candidate then has the opportunity to respond formally to the evaluation in writing. If there is a response, it will be attached to the evaluation.
  5. The Director recommends to the VPSS who in turn then recommends in writing to the VPAA, whether the faculty member should be granted tenure. By November 1, the candidate submits his or her portfolio to the Office for Academic Affairs for review by the College PRT Committee members.
  6. By end of November, the candidate meets with the College PRT Committee (which includes the appropriate AVP from the area) and presents his or her portfolio. Members vote to recommend or not recommend tenure. The VPAA submits the committee’s recommendation to the President in writing for his or her review and recommendation to the College Board of Trustees. Tenure will be voted on by the College Board of Trustees.
  7. By December 15, the candidate receives written notification of the decision from the President.

APPENDIX-H

Academic Advisor Promotion & Retention Committee Evaluation Form

Candidate's Name: \_\_\_\_\_ Department: \_\_\_\_\_

This candidate is applying for (circle one):

Retention      Tenure/Assistant Professor      Associate Professor      Full Professor

Place a √ if the candidate meets the following criteria. If not, leave blank or mark N/A for Not Applicable. Attach to this document a bulleted outline that identifies the candidates' contributions to each criterion.

Criterion #1: Effectiveness within Advising Department

- \_\_\_ Fulfills contractual obligations
\_\_\_ Keeps up-to-date on curriculum changes and academic policies
\_\_\_ Utilizes effective advising techniques
\_\_\_ Maintains professional confidentiality
\_\_\_ Keeps up-to-date on college/community resources
\_\_\_ Shares responsibility as a team player
\_\_\_ Receptive to and/or generates new ideas
\_\_\_ Develops and/or conducts retention related workshops/courses/activities for students, faculty, and/or staff
\_\_\_ Develops and maintains communication links with campus community

Criterion #2: Teaching, Retention Initiatives, Workshops

- \_\_\_ Presents information in a clear, effective, and organized manner
\_\_\_ Shows current knowledge of subject matter
\_\_\_ Uses concrete, specific illustrations
\_\_\_ Encourages students to interact
\_\_\_ Demonstrates strong classroom management skills

Criterion #3: Service to Students

- \_\_\_ Provides responsible and consistent services to students
\_\_\_ Is responsive to student needs

Criterion #4: Service to the College Community

- \_\_\_ Participates in campus governance and/or serves on College-wide committees
\_\_\_ Participates in college-based activities and programs
\_\_\_ Provides responsible and consistent services to the College community

Criterion #5: Professional Growth

- \_\_\_ Increases knowledge in field (ie: graduate courses, conferences, workshops, seminars, etc.)
\_\_\_ Maintains membership in a professional organization
\_\_\_ Keeps up-to-date on professional trends that would directly affect student population

Department Chair: \_\_\_\_\_

PRT Committee Member: \_\_\_\_\_

PRT CommitteeMember: \_

PRT CommitteeMember: \_

Candidate: \_

**SUNY Orange**

**Observation Form – Summary**

Candidate \_\_\_\_\_

Date(s) \_\_\_\_\_

Instructor(s) \_\_\_\_\_

Observational Setting(s) \_\_\_\_\_

Observer \_\_\_\_\_

**Directions:** *Please observe 2-3 varied instructional venues conducted by the candidate. If appropriate, comment on areas such as strengths, areas needing improvement, presentation of information, the use of clear/concrete illustrations, knowledge of subject matter, classroom management skills, and interaction with the students.*

Summary comments:

\_\_\_\_\_  
Faculty Signature (Date)

\_\_\_\_\_  
Observer Signature (Date)

*(Signature denotes the narrative has been reviewed and discussed)*

## SUNY Orange

### Department PRT Team Recommendation

Name of Instructor \_\_\_\_\_ Date \_\_\_\_\_

Name of Department \_\_\_\_\_

PRT Team Members \_\_\_\_\_  
\_\_\_\_\_

**Directions:** *The following is a summary of the non-tenured faculty members' performance as evaluated by the Department PRT Team. The Director will forward this recommendation to the VPAA. The President makes the final decision for reappointment.*

**Summary Comments:**

- Recommended for reappointment
- Recommended for reappointment with suggestions for improvement
- Not recommended for reappointment

\_\_\_\_\_  
Faculty Signature (Date)

\_\_\_\_\_  
Department Chair Signature (Date)

*(Signature denotes the narrative has been reviewed and discussed)*

## **APPENDIX I**

### **Titles for Ten-month 35-hour-per-week faculty employees:**

Librarian

Student Development Counselor

Technical Assistant

Academic Coordinator of Clinical Education

## APPENDIX J SAMPLE HEALTH INSURANCE

### Example 1 - Scenarios for a new contributor to health insurance premiums

Year	Hypothetical premium	% Paid without the cap	\$ paid without the cap	106% of previous year actual payment	\$ amount actually paid	Comment
1	\$30,000.00	3.00%	\$900.00	n/a	\$900.00	Base year
2 ver.1	\$30,000.00	3.50%	\$1,050.00	\$954.00	\$954.00	Premium remained flat. % contribution increased to 3.5% Employee should pay \$1,050. Cap limits payment to \$954
2 ver. 2	\$33,000.00	3.50%	\$1,155.00	\$954.00	\$954.00	Premium increases to \$33,000. % contribution to 3.5% Employee should pay \$1,155. Cap limits payment to \$954
2 ver. 3	\$25,500.00	3.50%	\$892.50	\$954.00	\$892.50	Premium fell to \$25,500. Contribution rose to 3.5% Employee pays the full 3.5% or \$892.50, which is lower than cap.
3 ver. 3	\$35,000.00	4.00%	\$1,400.00	\$954.00	\$954.00	Premium rises sharply after falling the previous year. Contribution rate rises to 4.0%. Employee should pay \$1,400. In this case the cap is applied to the amount paid in year 1, the year before the drop in premium. (that is - 6% of \$900, not 6% of \$892.50). The employee pays \$954.

### Example 2 - Same scenarios for an existing contributor to health insurance premiums capped at \$2300 in the previous. year

Year	Hypothetical premium	% Paid without the cap	\$ paid without the cap	106% of previous year actual payment	\$ amount actually paid	Comment
1	\$30,000.00	10%	\$3,000.00	\$2,438.00	\$2,438.00	Base yr. New cap is 106% of previous year's payment of \$2,300
2 ver.1	\$30,000.00	10.50%	\$3,150.00	\$2,584.28	\$2,584.28	Premium flat. Contribution rises to 10.5% Employee should pay \$3,150. Cap is 6% of previous year Employee actually pays \$2,584.28
2 ver. 2	\$33,000.00	10.50%	\$3,465.00	\$2,584.28	\$2,584.28	Premium rises. Contribution rises to 10.5% Employee should pay \$3465, cap is 6% of previous year Employee actually pays \$2,584
2 ver. 3	\$25,500.00	10.50%	\$2,677.50	\$2,584.28	\$2,584.28	Premium drops. Contribution rises to 10.5% Even though the premium dropped, the contribution rate still rises. The net effect of the two is that the employee should pay \$2,677.50. However the cap amount is lower so the employee pays \$2,584.28
3 ver. 3	\$35,000.00	11.00%	\$3,850.00	\$2,739.34	\$2,739.34	Significant premium rise and the contribution rate rises to 11%. The employee should pay \$3,850. In this case the amount paid by the employee in the previous year (in which the premium fell) was higher than the amount paid in the year before that. So the 6% cap applies to what the employee paid in year 2. The employee actually pays \$2,739.34.

## APPENDIX K STIPULATION OF AGREEMENT

Stipulation of Agreement  
Between  
The County of Orange  
Orange County Community College  
Orange County Community College Faculty Association

Stipulation of Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the County of Orange (the County), Orange County Community College (the College), and the Orange County Community College Faculty Association (the Association).

Whereas, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to an agreement that covers the period from September 1, 2012 through August 31, 2017; and

Whereas, the parties have arrived at a tentative agreement,

Now, therefore in consideration of the natural covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation of Agreement are subject to ratification by the membership of the Association, approval by the Orange County Community College Board of Trustees, and approval by the County Executive and County Legislature of Orange County.
2. The signatories below agree to recommend the Stipulation of Agreement for ratification/approval.
3. A copy of this original document has been provided to representatives of the County, the College, and the Association.
4. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
5. Notwithstanding the language in point four above, all parties are committed to continuing active discussions to clarify and hopefully resolve a variety of contract language issues.
6. The provisions of the predecessor Collective Bargaining Agreement shall continue except as modified by this Stipulation of Agreement.

7. Article V, Faculty Benefits, Section A, Salary: Part 1 shall be modified to include the following new paragraphs after the existing paragraph 5. These modifications will be reflected in the appropriate tables in Appendices C-1, C-2, and C-3 of the contract.

Effective September 1, 2017, base salaries of returning full-time members will not be increased.

Effective September 1, 2018, base salaries of returning full-time members will not be increased.

Effective September 1, 2019, base salaries of returning full-time members will not be increased.

Effective September 1, 2020, base salaries of returning full-time members will be increased by 1.75%. Any retroactive payments to full-time members to reflect this increase will be made in the month following formal ratification/approval of this agreement by the County Legislature.

Effective September 1, 2021, base salaries of returning full-time members will be increased by 3.25%. Any retroactive payments due to members to reflect this increase will be made in the month following formal ratification/approval of this agreement by the County Legislature.

Upon ratification, returning full-time members will receive a one-time payment of \$6,000. This one-time payment will not become part of base pay, but will be considered as eligible income for retirement benefit calculations. This one-time payment will be made in the month following formal ratification/approval of this agreement by the County Legislature.

Effective September 1, 2022, base salaries of returning full-time members will be increased by 3.25%. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.

Effective September 1, 2023, base salaries of returning full-time members will be increased by 3.25%. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.

The updated salary tables for 10-month and 12-month faculty are attached to this Stipulation of Agreement and will be added to Appendix C-1 of the contract.

Tables C-2 and C-3 have also been updated to reflect the above changes. The updated tables are attached to this Stipulation of Agreement and will be added to Appendices C-2 and C-3 of the contract. Table C-2 reflects rates for part-time day adjuncts and for full-time faculty teaching for extra compensation. Table C-3 reflects the rates for work performed outside of regular duties.

8. Article V, Faculty Benefits, Section G, Part 1, Health Insurance will be modified as follows:

- a. Eliminate existing subsection (d) language and replace with the following:

- i. Effective September 1, 2021, all members of the Association will contribute to health insurance premium cost. The percentage of the total premium cost paid by an employee depends upon the employee's date of hire. There are three levels of contributions: one for those employees whose date of hire is on or before May 5, 2005; a second for those employees whose date of hire is between May 6, 2005 and July 8, 2022; and a third for those employees hired after July 8, 2022. Contribution rates for each category are summarized in the table below:

Hire Date	AY21/22	AY22/23	AY23/24
Before 5/6/05	3.0%	3.5%	4.0%
5/6/05 – 7/7/22	10.0%	10.5%	11.0%
After 7/8/22	15.0%	15.5%	16.0%

- ii. Any retroactive withholdings back to September 1, 2021 required to reflect these new contribution rates will be included in the same pay period as the retroactive salary adjustments referred to in the previous section of this Stipulation of Agreement.
- iii. Notwithstanding the preceding contribution rates, provided an employee's health insurance package remains the same, the employee's actual contribution amount shall not increase by greater than 6% from one fiscal year to the next. The parties agree that in FY21/22 employees hired prior to May 5, 2005 are contributing to the cost of health insurance for the first time, and thus, for those employees, the 6% year over year cap will commence in FY22/23.
- iv. The parties agree that the 6% cap year over year is designed to protect employees in years when health insurance premiums rise. In the event that health insurance premiums fall, the 6% cap in the next year with an increase will be measured against the year that had the highest employee contribution. This provision protects the employer in periods of volatile health insurance premiums.
- v. For illustrative purposes only, and not intending to reflect actual costs, Appendix J includes sample calculations of employee contribution levels under a variety of scenarios.

- 9. Article XV, Duration of Agreement, will be modified to reflect the new termination date of August 31, 2024.
- 10. Any mathematical error in this agreement that is discovered subsequent to ratification, acceptance by all parties, and publication, shall, upon discovery, be corrected and then re-published by the College. Any compensation adjustments arising from said error will be made at that time as well.
- 11. For the purposes of the approval/ratification process one signature from each of the three parties will suffice. When the final document is published, it will contain the signatures of all members of the negotiating teams.
- 12. In Witness Whereof, the parties have executed this Stipulation of Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**For the Orange County Community College Faculty Association:**

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Douglas Sanders, Vice President

**For Orange County:**

---

Langdon Chapman, Commissioner of Human Resources

**For Orange County Community College:**

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Paul Martland, Vice President of Administration & Finance

## APPENDIX L MOA

**MEMORANDUM OF AGREEMENT BETWEEN ORANGE COUNTY COMMUNITY COLLEGE  
AND THE ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION**

Whereas, the State University of New York officially certified Orange County Community College's ReStart Plan on July 7, 2020; and

Whereas, the College's ReStart plan requires minimal on campus instruction limited to critical applied instructional activities for the fall 2020 semester due to the College's ongoing response to COVID-19; and

Whereas, the College seeks to offer a robust selection of courses in a variety of formats in fall 2020 to support students' continued studies and advancement toward credential completion despite the challenges of teaching and learning through a pandemic; and

Now, therefore, be it resolved that SUNY Orange (The College) and the Orange County Community College Faculty Association hereby agree to the following addendum to our current Collective Bargaining Agreement (CBA):

Resolved:

1. The Faculty Association agrees to waive course development monies, as outlined in the CBA, for remote DL courses presented during Fall 2020, except that Faculty Association members who, as of the date of this agreement, have applied to develop a remote DL course for Fall 2020 remain eligible for development monies as outlined in the CBA.

The College will not attempt to recoup any development monies paid prior to the date of this agreement.

2. Faculty members who do not receive development monies as per the CBA for Fall 2020 courses will be released from contractual stipulations that they may be required to participate in remote DL training, have their course approved by their Chair, and the expectation that the course be offered in two subsequent semesters. Such courses will be considered undeveloped (not developed).

Any course not developed as a remote DL course by a faculty member through Fall 2020 shall be considered undeveloped with respect to the CBA provisions. As an undeveloped course, the faculty member may subsequently seek to develop the course and will remain entitled to development monies as per the CBA.

3. The delivery method of any class is determined by the faculty member after consultation with their chair. When multiple sections of the same course are offered, reasonable efforts will be made by faculty, in consultation with their chair, to offer a variety of delivery methods. The delivery method is posted in course listings in order to better inform students' choices and promote an environment conducive to high-quality learning for all students.
4. All Fall 2020 course caps for all remote DL course formats will be 20 in order to comport with the CBA, except as provided in sections five (5) and six (6) of this agreement.

5. In the following disciplines where some instruction is designed for cohort-based learning, course caps may be adjusted to suit the cohort size: Clinical Lab Sciences, Dental Hygiene, Nursing, Occupational Therapy, Physical Therapy and Diagnostic Imaging.

In these disciplines, when the cohort exceeds twenty students, course caps may be stretched to accommodate the number of students in the cohort and faculty will receive additional compensation.

Faculty who teach these “over 20” cohort courses will receive additional compensation using the following formulas:

Based on the CBA’s table C-2, and the faculty member’s rank; the per credit rate will be multiplied by the number of credits for the course. The product will then be used to determine the additional compensation based on the number of students over twenty (20).

For example, using the 2016/2017 CBA table C-2 rates, an assistant professor teaching a 3-credit course to an over 20 cohort would receive the following additional compensation:

C-2 rate per credit = 1,085 USD  
1,085 x 3 (credits) = 3,255 USD  
21 to 25 students = 15% of 3,255.00 = 488.25 USD  
26 to 30 students = 40% of 3,255.00 = 1302.00 USD  
Over 30 students = 55% of 3,255.00 = 1790.25 USD

For the purpose of calculating the additional compensation, the number of students for each class will be determined by a snapshot taken on Monday, August 31. Faculty will be paid via the additional compensation process.

The provisions of section 5 apply only to those courses (in the departments listed in section 5) that traditionally have been taught to the entire cohort by one faculty member.

The provisions of section 5 do not apply to any other courses in the departments listed in section 5. Such courses are governed by section 4 and section 6 of this agreement.

6. In all classes, irrespective of the academic discipline, up to 5 additional students may be added (in addition to the cap of 20). Those students may be admitted to a course when the following conditions are met:
  - A. The College has identified the demand for additional course seats in a specific course section, and;
  - B. The faculty member assigned to teach the specific course section, with seats in demand, agrees, via email to their chair, to add additional seats to the course section.

Faculty who agree to teach these “over 20” classes (not to exceed 25 students) will receive additional compensation using the following formula:

Based on the CBA’s table C-2, and the faculty member’s rank; the per credit rate will be multiplied by the number of credits for the course. The product will then be used to determine the additional compensation based on the number of students over twenty (20).

For example, using the 2016/2017 CBA table C-2 rates, an assistant professor teaching a 3-credit course to 21, 22, 23, 24 and 25 students would receive the following additional compensation:

C-2 rate per credit = 1,085 USD  
1,085 x 3 (credits) = 3,255 USD  
1 student over 20 = 5% of 3,255.00 = 162.75 USD  
2 students over 20 = 10% of 3,255.00 = 325.50 USD  
3 students over 20 = 15% of 3,255.00 = 488.25 USD  
4 students over 20 = 20% of 3,255.00 = 651.00 USD  
5 students over 20 = 25% of 3,255.00 = 813.75 USD

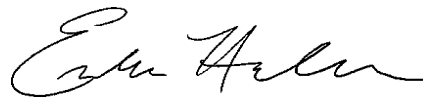
For the purpose of calculating the additional compensation, the number of students for each class will be determined by a snapshot taken on Monday, August 31. Faculty will be paid via the additional compensation process.

7. The College will provide training and support for faculty who elect to teach Fall 2020 courses in the remote formats as well as any other assistance/support as outlined in the CBA.
8. This agreement, is limited to the Fall 2020 semester except where it contains provisions embodied in the CBA.



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Robert Cacciatore SUNY Orange FA



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Erika Hackman – SUNY Orange VPAA

Date: July 27, 2020

Date: July 27, 2020

**MEMORANDUM OF AGREEMENT BETWEEN ORANGE COUNTY COMMUNITY COLLEGE  
AND THE ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION**

SUNY Orange (The College) and the Orange County Community College Faculty Association hereby agree to the following addendum to our current Collective Bargaining Agreement (CBA):

Resolved:

1. The Faculty Association agrees to waive course development monies, as outlined in the CBA, for remote DL courses presented during Spring 2021, except that Faculty Association members who, as of the date of this agreement, have applied to develop a remote DL course for Spring 2021 remain eligible for development monies as outlined in the CBA.

The College will not attempt to recoup any development monies paid prior to the date of this agreement.

2. Faculty members who do not receive development monies as per the CBA for Spring 2021 courses will be released from contractual stipulations that they may be required to participate in remote DL training, have their course approved by their Chair, and the expectation that the course be offered in two subsequent semesters. Such courses will be considered undeveloped (not developed).

Any course not developed as a remote DL course by a faculty member through Spring 2021 shall be considered undeveloped with respect to the CBA provisions. As an undeveloped course, the faculty member may subsequently seek to develop the course and will remain entitled to development monies as per the CBA.

3. The delivery method of any class is determined by the faculty member after consultation with their chair. When multiple sections of the same course are offered, reasonable efforts will be made by faculty, in consultation with their chair, to offer a variety of delivery methods. The delivery method is posted in course listings in order to better inform students' choices and promote an environment conducive to high-quality learning for all students.
4. All Spring 2021 course caps for all remote DL course formats will be 20 in order to comport with the CBA, except as provided in sections five (5) and six (6) of this agreement.

4a. The College agrees to preserve the pre-COVID caps for the following remote course types:

- a. Lowest level developmental courses
- b. Remote lectures paired with labs
- c. Remote labs
- d. Honors
- e. Internships

Faculty teaching the course types listed in section 4a, can elect to opt-in, via email to their chairs, to have their course caps raised to 20 without additional compensation. Faculty are under no obligation to opt-in.

As provided in, and consistent with, section 6 below, additional compensation for the course types listed in section 4a will occur when the faculty member opts-in, via email to their chair, to have their course caps raised above 20 students and the College has identified the demand for additional course seats in that specific course section.

5. In the following disciplines where some instruction is designed for cohort-based learning, course caps may be adjusted to suit the cohort size: Clinical Lab Sciences, Dental Hygiene, Nursing, Occupational Therapy, Physical Therapy and Diagnostic Imaging.

In these disciplines, when the cohort exceeds twenty students, course caps may be stretched to accommodate the number of students in the cohort and faculty will receive additional compensation.

Faculty who teach these “over 20” cohort courses will receive additional compensation using the following formulas:

Based on the CBA’s table C-2, and the faculty member’s rank; the per credit rate will be multiplied by the number of credits for the course. The product will then be used to determine the additional compensation based on the number of students over twenty (20).

For example, using the 2016/2017 CBA table C-2 rates, an assistant professor teaching a 3-credit course to an over 20 cohort would receive the following additional compensation:

C-2 rate per credit = 1,085 USD  
1,085 x 3 (credits) = 3,255 USD  
21 to 25 students = 15% of 3,255.00 = 488.25 USD  
26 to 30 students = 40% of 3,255.00 = 1302.00 USD  
Over 30 students = 55% of 3,255.00 = 1790.25 USD

For the purpose of calculating the additional compensation, the number of students for each class will be determined by a snapshot taken on Thursday, January 28. Faculty will be paid via the additional compensation process.

The provisions of section 5 apply only to those courses (in the departments listed in section 5) that traditionally have been taught to the entire cohort by one faculty member.

The provisions of section 5 do not apply to any other courses in the departments listed in section 5. Such courses are governed by section 4 and section 6 of this agreement.

6. In all classes, irrespective of the academic discipline, up to 5 additional students may be added (in addition to the cap of 20). Those students may be admitted to a course when the following conditions are met:
  - A. The College has identified the demand for additional course seats in a specific course section, and;
  - B. The faculty member assigned to teach the specific course section, with seats in demand, agrees, via email to their chair, to add additional seats to the course section.

Faculty who agree to teach these “over 20” classes (not to exceed 25 students) will receive additional compensation using the following formula:

Based on the CBA’s table C-2, and the faculty member’s rank; the per credit rate will be multiplied by the number of credits for the course. The product will then be used to determine the additional compensation based on the number of students over twenty (20).

For example, using the 2016/2017 CBA table C-2 rates, an assistant professor teaching a 3-credit course to 21, 22, 23, 24 and 25 students would receive the following additional compensation:

C-2 rate per credit = 1,085 USD  
1,085 x 3 (credits) = 3,255 USD  
1 student over 20 = 5% of 3,255.00 = 162.75 USD  
2 students over 20 = 10% of 3,255.00 = 325.50 USD  
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5 students over 20 = 25% of 3,255.00 = 813.75 USD

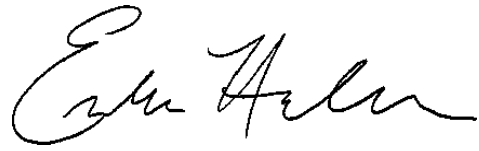
For the purpose of calculating the additional compensation, the number of students for each class will be determined by a snapshot taken on Thursday, January 28. Faculty will be paid via the additional compensation process.

7. The College will provide training and support for faculty who elect to teach Spring 2021 courses in the remote formats as well as any other assistance/support as outlined in the CBA.
8. This agreement is limited to the Spring 2021 semester except where it contains provisions embodied in the CBA.

Handwritten signature of Robert Cacciatore in black ink.

Robert Cacciatore SUNY Orange FA

Date: October 5, 2020

Handwritten signature of Erika Hackman in black ink.

Erika Hackman – SUNY Orange VPAA

Date: October 5, 2020

**Memorandum of Agreement (“Agreement”)**

Between

Orange County  
Community College

AND

Faculty Association of Orange County Community College

AND

CSEA, Local 1000, Orange County Local Unit 836

AND

Staff and Chairmen’s Association of Orange County Community College

**Re: Mandatory COVID 19 Testing of Employees**

Due to the unprecedented public health crisis presented by the COVID 19 pandemic and the critical need to quickly identify and control the spread of COVID 19 infections on campus, and in the best interest of the entire SUNY community, Orange County Community College (OCCC or the College), and the employees bound by a collective bargaining agreement hereby reach the following agreement:

1. Effective immediately and continuing, as needed, through August 31, 2021, or until such time the Chancellor deems testing no longer mandatory, whichever comes first, OCCC shall conduct testing of all employees who are working in person on campus to conduct some or all of their work obligation (including instruction, co-curricular activities and meetings).
2. Testing of employees shall be conducted in concert with regular surveillance or “pooled” testing in campus plans required under the directive from the SUNY Chancellor, no less frequently than testing that occurs for the student population, utilizing self-administered saliva tests, short swab rapid tests, or other short swab tests selected by the campus. For the Spring 2021 Semester the SUNY Chancellor has directed that OCCC test 100% of all employees weekly who meet the description in #1, above.
3. The College will allow employees to independently obtain and provide an off-campus PCR test result on a weekly basis as an alternative to participating in the surveillance/pooled testing referenced in #2, above.

Non-College administered tests must be completed within one week prior to the employee's testing window. Results can be shared by scanning your test results or taking a photo of results and emailing Human Resources at [occchr@sunyorange.edu](mailto:occchr@sunyorange.edu). If you are tested off campus, keep in mind that you must provide SUNY Orange with test results once a week. If you cannot be tested every week off-campus, you must then participate in on-campus surveillance/pooled testing.

4. Those employees who have had a positive PCR test should not participate in surveillance/pooled testing for 90 days from the date of their positive test. Upon conclusion of the 90 days, they should begin participating in regular surveillance/pooled testing again (or the alternative as described in #3, above). Note that those employees who have received the COVID 19 vaccine shall still be required to participate in surveillance testing.

5. OCCC will consult with the union representatives in development of further testing protocols.

Pooled testing involves combining respiratory samples from several people and conducting one laboratory test on the combined pool of samples to detect the virus that causes COVID-19.

If the pooled test result is positive, each of the samples in the pool will need to be tested individually to determine which samples are positive. Employees who are awaiting the results of an individual test necessitated by a positive pooled test shall be allowed to telecommute to the greatest extent possible (see sections i, ii, and iii, below).

The OCCC campus testing plan and associated information regarding how samples for testing are constructed, including such things as the size of pools and the number and demographics (e.g. which departments or units are represented) of employees to be tested in each testing cycle shall be provided to union representatives.

Procedures must ensure that:

- a. The identity of individual employees who are tested remains confidential and is only accessible on a need-to-know basis.
- b. The testing is conducted in manner which protects the privacy of the employee being tested to the extent possible.
- c. The identity of any individual employees who test positive remains confidential to the extent possible.
- d. Employees subject to testing shall be tested during their regular work hours.

- e. On campus testing shall be conducted without cost to the employee.

Test results shall not be retained in personnel files or other personnel records and shall not otherwise be retained by OCCC any longer than is necessary to comply with public health requirements associated with the COVID 19 pandemic or used for any purpose other than compliance with such public health requirements.

Test samples shall not be retained by OCCC except as provided herein. Test samples may be retained by the laboratory conducting the test only so long as necessary to comply with state or federal public health requirements. Test results will not be used for any research purpose without written authorization of the individual from whom the sample was taken.

Employees who are quarantined or isolated following a positive test at public health, medical or campus direction shall be allowed to telecommute to the greatest extent possible.

- i. If telecommuting is not possible, the employee shall be permitted to use applicable statutory leaves in accordance with state and federal law and leave accruals as contractually appropriate.
- ii. If telecommuting is not possible and the employee is awaiting an individual test result after a positive pool test result, the employee shall be placed on administrative leave with pay while they await the results of their individual test. If their individual test is positive, the employee shall be permitted to use applicable statutory leaves in accordance with state and federal law and leave accruals as contractually appropriate.
- iii. Any conflict arising from this MOA may be raised by OCCC or a union representative to the signatories of this agreement, or their designees for prompt response and resolution. If such resolution cannot be obtained each union retains its rights to grieve the conflict in accordance with their unit's grievance procedure.

This agreement shall expire dose of business on August 31, 2021, or until such time the Chancellor deems testing no longer mandatory, whichever comes first, unless extended by mutual agreement between the parties.

~~Paul G. Martian~~

*Vice President of Administration and Finance, Orange County Community College*

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Anthony Cruz

President, Faculty Association of Orange County Community College

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Rosemarie **Kukys**, President CSEA, Local 1000, Orange County Local Unit 836, Unit 7900-02

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*Vanessa Van Alstyne, Labor Relations Specialist, CSEA Local 1000*

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Sheila Stepp

President, Staff and Chainen's Association of Orange County Community College

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Paul G. Martland  
Vice President of Administration and Finance, Orange County Community College



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*Sheila Stepp* 2/4/21  
Sheila Stepp  
President, Staff and Chairmen's Association of Orange County Community College

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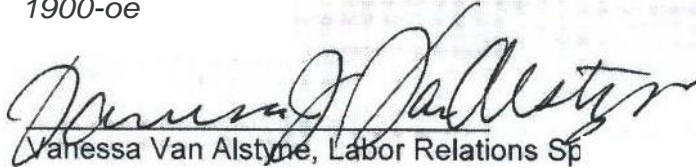
Paul G. Martland  
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President, Faculty Association of Orange County Community College



Rosemarie Ktily, President, CSEA, Local 1000, Orange County Local Unit 836, Unit 1900-oe



Vanessa Van Alstye, Labor Relations Specialist, CSEA Local 1000

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Shejla Stepp  
President, Staff and Chairmen's Association of Orange County Community College

**MEMORANDUM OF AGREEMENT BETWEEN ORANGE COUNTY COMMUNITY COLLEGE  
AND THE ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION**

SUNY Orange (The College) and the Orange County Community College Faculty Association hereby agree to the following addendum to our current Collective Bargaining Agreement (CBA):

Resolved:

1. Blended DL (aka Hybrid) classes will meet on ZOOM on the days, and during the times, listed in Banner, however faculty may truncate the ZOOM meeting times and durations (within the days and times posted on Banner) in order to strike an appropriate balance between the time spent on ZOOM and the other online (asynchronous) effort necessary to meet the course requirements.

Remote Synchronous DL classes will meet on ZOOM on the days, and during the times, listed in Banner.

Nothing in this agreement will be construed to limit the leeway traditionally given faculty to manage their classes as they see fit.

2. In the event a faculty member fails to meet their full-time loading requirements as stipulated in (Article IV, A. 1. A of the CBA) this semester, the faculty member will elect to:

**A.** Proceed with a less than full-time load this semester with a prorated salary this semester. Faculty will be informed regarding any potential impact on their benefits coverage owing to the prorated salary.

Or

**B.** Makeup this semester's less than full-time loading shortages during Spring 2022 without any reduction in salary in Fall 2021.

In the event this semester's less than full-time loading shortages are not made-up during Spring 2022, the faculty member's salary will be prorated during Fall 2022 to compensate for the less than full time loading shortage (not made-up).

Or

**C.** Perform an alternate assignment (e.g. The Writing Lab, Reading Lab, tutoring, supporting an active grant project, etc.) if offered, to make-up the less than full-time loading shortage. Such assignment will be of the same (classroom) time commitment as the loading shortage being made-up. For example, a faculty member making up a 3-credit teaching load shortage would perform 150 minutes per week of the makeup assignment (in accordance with the Academic Calendar.)

- 2A. A faculty member may be assigned up to four preps (in order to make load) only when the faculty member agrees, via email to their chair, to be assigned four preps.

3. In the event the College pivots towards remote operations after the semester begins, the delivery format of classes originally presented as in-person, will be reclassified to either Remote Synchronous DL or Blended DL. The delivery format of any class is determined by the faculty member after consultation with their chair.

In the event the College pivots to remote operations after the semester begins, faculty teaching (what were in-person) classes with more than 20 students are entitled to the additional compensation as outlined in this agreement and are not required to take any action to receive the additional compensation.

4. In the event a faculty member is quarantined and is asymptomatic, the faculty member can elect to continue teaching their in-person classes remotely (during their quarantine period). The delivery format of the classes originally presented as in-person, will be reclassified to either Remote Synchronous DL or Blended DL during their quarantine period. The delivery format of any class is determined by the faculty member after consultation with their chair.

5. In the event a student in an in-person class is quarantined, faculty will make reasonable efforts to allow the student to continue with their studies (during their quarantine period). Such efforts could include, but are not limited to, remote and/or electronic access to a Blackboard Shell; core class materials (not including textbooks); lectures and classroom presentations via ZOOM. As these options are available only to in-person students who are quarantined as a result of a COVID-19 exposure, nothing in this MOA will be construed as an agreement to implement what are commonly referred to as Hy Flex instructional methods.

This MOA does not, however, preclude the College and the Faculty Association from engaging in subsequent, substantive contractual negotiations which could result in an agreement to implement Hy Flex instructional methods.

6. In an effort to maximize access to their students, faculty teaching in-person courses must hold at least one office hour per week in-person, on-campus. The College will provide safe and secure places to hold such office hours. CBA provisions Article IV, Section E remain in effect.

In the event the College pivots to remote operations, such in-person office hours will be reclassified to online/virtual office hours.

Faculty will be expected to post their in-person office hours on Banner (as per instructions from the VPAA) and continue to communicate all of their office hours (including online/virtual office hours) to students via other methods (e.g. their syllabus and email).

7. The College will engage in best efforts to create, implement and enforce a plan in conjunction with New York State, the State University of New York and the Orange County Department of Health (as informed by the CDC and FDA), to address the health, safety, and security of on-campus operations. The College will ensure that this plan is communicated widely throughout the College community. The College agrees to strictly enforce this plan.
8. The College will provide training and support for faculty who elect to teach Fall 2021 courses in the remote formats as well as any other assistance/support as outlined in the CBA.
9. The College will not independently mandate COVID-19 vaccinations for faculty. The College may, however, mandate COVID-19 vaccinations for faculty if the College becomes required to do so by a competent authority (i.e., New York State, New York State Department of Health, Orange County Department of Health, the State University of New York).
10. COVID-19 vaccination status will not be used for any purpose other than determining who will, and who will not, be required to participate in the College's COVID-19 testing program OR in the event of mandatory vaccinations (in compliance with section 9) to identify those faculty who are not vaccinated. Any other use of this data must first be approved by the Faculty Association.
11. The Faculty Association agrees to waive course development monies, as outlined in the CBA, for remote DL courses presented during Fall 2021, except that Faculty Association members who, as of the date of this agreement, have applied to develop a remote DL course for Fall 2021 remain eligible for development monies as outlined in the CBA.

The College will not attempt to recoup any development monies paid prior to the date of this agreement.

Faculty members who do not receive development monies as per the CBA for Fall 2021 courses will be released from contractual stipulations that they may be required to participate in remote DL training, have their course approved by their Chair, and the expectation that the course be offered in two subsequent semesters. Such courses will be considered undeveloped (not developed).

Any course not developed as a remote DL course by a faculty member through Fall 2021 will be considered undeveloped with respect to the CBA provisions. As an undeveloped course, the faculty member may subsequently seek to develop the course and will remain entitled to development monies as per the CBA.

The delivery method of any class is determined by the faculty member after consultation with their chair. When multiple sections of the same course are offered, reasonable efforts will be made by faculty, in consultation with their chair, to offer a variety of delivery methods. The delivery method is posted in course listings in order to better inform students' choices and promote an environment conducive to high-quality learning for all students.

12. All Fall 2021 course caps for all remote DL course formats will be 20 in order to comport with the CBA, except as provided in sections 13, 14 and 15 of this agreement.

13. The College agrees to preserve the pre-COVID caps for the following remote course types:

Lowest level developmental courses

Remote lectures paired with labs

Remote and in person labs

Honors

Internships

Faculty teaching the course types listed in section 13, can elect to opt-in, via email to their chairs, to have their course caps raised to 20 without additional compensation. Faculty are under no obligation to opt-in.

As provided in, and consistent with, section 15 below, additional compensation for the course types listed in section 13 will occur when the faculty member opts-in, via email to their chair, to have their course caps raised above 20 students and the College has identified the demand for additional course seats in that specific course section.

14. In the following disciplines where some instruction is designed for cohort-based learning, course caps may be adjusted to suit the cohort size: Clinical Lab Sciences, Dental Hygiene, Nursing, Occupational Therapy, Physical Therapy and Diagnostic Imaging.

In these disciplines, when the cohort exceeds twenty students, course caps may be stretched to accommodate the number of students in the cohort and faculty will receive additional compensation.

Faculty who teach these "over 20" cohort courses will receive additional compensation using the following formulas:

Based on the CBA's table C-2, and the faculty member's rank; the per credit rate will be multiplied by the number of credits for the course. The product will then be used to determine the additional compensation based on the number of students over twenty (20).

For example, using the 2016/2017 CBA table C-2 rates, an assistant professor teaching a 3-credit course to an over 20 cohort would receive the following additional compensation:

C-2 rate per credit = 1,085 USD

$1,085 \times 3 \text{ (credits)} = 3,255 \text{ USD}$

21 to 25 students = 15% of 3,255.00 = 488.25 USD

26 to 30 students = 40% of 3,255.00 = 1302.00 USD

Over 30 students = 55% of 3,255.00 = 1790.25 USD

The provisions of section 14 apply only to those courses (in the departments listed in section 15) that traditionally have been taught to the entire cohort by one faculty member.

The provisions of section 14 do not apply to any other courses in the departments listed in section 15. Such courses are governed by sections 12, 13 and section 15 of this agreement.

15. In all classes, irrespective of the academic discipline, up to 5 additional students may be added (in addition to the cap of 20). Those students may be admitted to a course when the following conditions are met:

A. The College has identified the demand for additional course seats in a specific course section, and,

B. The faculty member assigned to teach the specific course section, with seats in demand, agrees, via email, to their chair, to add additional seats to the course section.

Faculty who agree to teach these “over 20” classes (not to exceed 25 students) will receive additional compensation using the following formula:

Based on the CBA’s table C-2, and the faculty member’s rank; the per credit rate will be multiplied by the number of credits for the course. The product will then be used to determine the additional compensation based on the number of students over twenty (20).

For example, using the 2016/2017 CBA table C-2 rates, an assistant professor teaching a 3-credit course to 21, 22, 23, 24 and 25 students would receive the following additional compensation:

C-2 rate per credit = 1,085 USD

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1 student over 20 = 5% of 3,255.00 = 162.75 USD

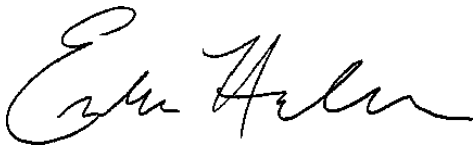
2 students over 20 = 10% of 3,255.00 = 325.50 USD

3 students over 20 = 15% of 3,255.00 = 488.25 USD

4 students over 20 = 20% of 3,255.00 = 651.00 USD

5 students over 20 = 25% of 3,255.00 = 813.75 USD

16. For the purpose of calculating the additional compensation, the number of students for each class will be determined by a snapshot taken on Monday August 30. This snapshot date will not include "late start" classes. The snapshot date for "late start" classes will be the subject of the separate cover. Faculty will be paid via the additional compensation process.
17. Faculty who seek to be exempted from in-person campus operations can apply to Human Resources (governed by well-established accommodations guidelines).
18. This agreement is limited to Fall 2021 semester except where it allows otherwise and/or contains provisions embodied in the CBA.



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Erika Hackman  
VPAA SUNY Orange



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Robert Cacciatore  
OCCC Faculty Association

Date: August 16, 2021  
1747 hours

**MEMORANDUM OF AGREEMENT BETWEEN ORANGE COUNTY COMMUNITY COLLEGE  
AND THE ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION**

SUNY Orange (The College) and the Orange County Community College Faculty Association hereby agree to the following addendum to our current Collective Bargaining Agreement (CBA):

Resolved:

1. The Faculty Association agrees to waive course development monies, as outlined in the CBA, for remote DL courses presented during Summer 2021, except that Faculty Association members who, as of the date of this agreement, have applied to develop a remote DL course for Summer 2021 remain eligible for development monies as outlined in the CBA.

The College will not attempt to recoup any development monies paid prior to the date of this agreement.

2. Faculty members who do not receive development monies as per the CBA for Summer 2021 courses will be released from contractual stipulations that they may be required to participate in remote DL training, have their course approved by their Chair, and the expectation that the course be offered in two subsequent semesters. Such courses will be considered undeveloped (not developed).

Any course not developed as a remote DL course by a faculty member through Summer 2021 shall be considered undeveloped with respect to the CBA provisions. As an undeveloped course, the faculty member may subsequently seek to develop the course and will remain entitled to development monies as per the CBA.

3. The delivery method of any class is determined by the faculty member after consultation with their chair. When multiple sections of the same course are offered, reasonable efforts will be made by faculty, in consultation with their chair, to offer a variety of delivery methods. The delivery method is posted in course listings in order to better inform students' choices and promote an environment conducive to high-quality learning for all students.
4. All Summer 2021 course caps for all remote DL course formats will be 20 in order to comport with the CBA, except as provided in sections five (5) and six (6) of this agreement.

4a. The College agrees to preserve the pre-COVID caps for the following remote course types:

- a. Lowest level developmental courses
- b. Remote lectures paired with labs
- c. Remote labs
- d. Honors
- e. Internships

Faculty teaching the course types listed in section 4a, can elect to opt-in, via email to their chairs, to have their course caps raised to 20 without additional compensation. Faculty are under no obligation to opt-in.

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Faculty who teach these “over 20” cohort courses will receive additional compensation using the following formulas:

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26 to 30 students = 40% of 3,255.00 = 1302.00 USD  
Over 30 students = 55% of 3,255.00 = 1790.25 USD

For the purpose of calculating the additional compensation, the number of students for each class will be determined by a snapshot taken on Tuesday, May 25 (Summer 1) and Wednesday, July 7 (Summer 2). Faculty will be paid via the additional compensation process.

The provisions of section 5 apply only to those courses (in the departments listed in section 5) that traditionally have been taught to the entire cohort by one faculty member.

The provisions of section 5 do not apply to any other courses in the departments listed in section 5. Such courses are governed by section 4 and section 6 of this agreement.

6. In all classes, irrespective of the academic discipline, up to 5 additional students may be added (in addition to the cap of 20). Those students may be admitted to a course when the following conditions are met:
  - A. The College has identified the demand for additional course seats in a specific course section, and;
  - B. The faculty member assigned to teach the specific course section, with seats in demand, agrees, via email to their chair, to add additional seats to the course section.

Faculty who agree to teach these “over 20” classes (not to exceed 25 students) will receive additional compensation using the following formula:

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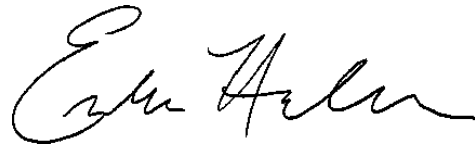
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7. The College will provide training and support for faculty who elect to teach Summer 2021 courses in the remote formats as well as any other assistance/support as outlined in the CBA.
8. This agreement is limited to Summer 2021 semester except where it contains provisions embodied in the CBA.

A handwritten signature in black ink, reading "Robert Cacciatore". The signature is written in a cursive style with a large, looping initial "R".

Robert Cacciatore SUNY Orange FA

Date: June 3, 2021

A handwritten signature in black ink, reading "Erika Hackman". The signature is written in a cursive style with a large, looping initial "E".

Erika Hackman – SUNY Orange VPAA

Date: June 3, 2021

**MEMORANDUM OF AGREEMENT BETWEEN ORANGE COUNTY COMMUNITY COLLEGE  
AND THE ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION**

SUNY Orange (The College) and the Orange County Community College Faculty Association hereby agree to the following addendum to our current Collective Bargaining Agreement (CBA):

Resolved:

1. Blended DL (aka Hybrid) classes will meet on ZOOM on the days, and during the times, listed in Banner, however faculty may truncate the ZOOM meeting times and durations (within the days and times posted on Banner) in order to strike an appropriate balance between the time spent on ZOOM and the other online (asynchronous) effort necessary to meet the course requirements.

Remote Synchronous DL classes will meet on ZOOM on the days, and during the times, listed in Banner.

Nothing in this agreement will be construed to limit the leeway traditionally given faculty to manage their classes as they see fit.

2. In the event a faculty member fails to meet their full-time loading requirements as stipulated in (Article IV, A. 1. A of the CBA) this semester, the faculty member will elect to:

**A.** Proceed with a less than full-time load this semester with a prorated salary this semester. Faculty will be informed regarding any potential impact on their benefits coverage owing to the prorated salary.

Or

**B.** Makeup this semester's less than full-time loading shortages during Summer 2022 without any reduction in salary in Spring 2022.

In the event this semester's less than full-time loading shortages are not made-up during Summer 2022, the faculty member's salary will be prorated during Summer 2022 to compensate for the less than full time loading shortage (not made-up).

Or

**C.** Perform an alternate assignment (e.g. The Writing Lab, Reading Lab, tutoring, supporting an active grant project, etc.) if offered, to make-up the less than full-time loading shortage. Such assignment will be of the same (classroom) time commitment as the loading shortage being made-up. For example, a faculty member making up a 3-credit teaching load shortage would perform 150 minutes per week of the makeup assignment (in accordance with the Academic Calendar.)

3. In the event the College pivots towards remote operations after January 28, 2022, the delivery format of classes originally presented as in-person, will be reclassified to either Remote Synchronous DL or Blended DL. The delivery format of any class is determined by the faculty member after consultation with their chair.

In the event the College pivots to remote operations after January 28, 2022, faculty teaching (what were in-person) classes with more than 20 students are entitled to the additional compensation as outlined in this agreement and are not required to take any action to receive the additional compensation.

4. In the event a faculty member is quarantined and is asymptomatic, the faculty member can elect to continue teaching their in-person classes remotely (during their quarantine period). The delivery format of the classes originally presented as in-person, will be reclassified to either Remote Synchronous DL or Blended DL during their quarantine period. The delivery format of any class is determined by the faculty member after consultation with their chair.

5. In the event a student in an in-person class is quarantined, faculty will make reasonable efforts to allow the student to continue with their studies (during their quarantine period). Such efforts could include, but are not limited to, remote and/or electronic access to a Blackboard Shell; core class materials (not including textbooks); lectures and classroom presentations via ZOOM. As these options are available only to in-person students who are quarantined as a result of a COVID-19 exposure, nothing in this MOA will be construed as an agreement to implement what are commonly referred to as Hy Flex instructional methods.

This MOA does not, however, preclude the College and the Faculty Association from engaging in subsequent, substantive contractual negotiations which could result in an agreement to implement Hy Flex instructional methods.

6. In an effort to maximize access to their students, faculty teaching in-person courses must hold at least one office hour per week in-person, on-campus. The College will provide safe and secure places to hold such office hours. CBA provisions Article IV, Section E remain in effect.

In the event the College pivots to remote operations, such in-person office hours will be reclassified to online/virtual office hours.

Faculty will be expected to post their in-person office hours on Banner (as per instructions from the VPAA) and continue to communicate all of their office hours (including online/virtual office hours) to students via other methods (e.g. their syllabus and email).

7. The College will engage in best efforts to create, implement, and enforce a plan in conjunction with New York State, the State University of New York, and the Orange County Department of Health (as informed by the CDC and FDA), to address the health, safety, and security of on-campus operations. The College will ensure that this plan is communicated widely throughout the College community. The College agrees to strictly enforce this plan.
8. The College will provide training and support for faculty who elect to teach Spring 2022 courses in the remote formats as well as any other assistance/support as outlined in the CBA.
9. The College will not independently mandate COVID-19 vaccinations for faculty. The College may, however, mandate COVID-19 vaccinations for faculty if the College becomes required to do so by a competent authority (i.e., New York State, New York State Department of Health, Orange County Department of Health, the State University of New York).
10. COVID-19 vaccination status will not be used for any purpose other than determining who will, and who will not, be required to participate in the College's COVID-19 testing program OR in the event of mandatory vaccinations (in compliance with section 9) to identify those faculty who are not vaccinated. Any other use of this data must first be approved by the Faculty Association.
11. The Faculty Association agrees to waive course development monies, as outlined in the CBA, for remote DL courses presented during Spring 2022, except that Faculty Association members who, as of the date of this agreement, have applied to develop a remote DL course for Spring 2022 remain eligible for development monies as outlined in the CBA.

The College will not attempt to recoup any development monies paid prior to the date of this agreement.

Faculty members who do not receive development monies as per the CBA for Spring 2022 courses will be released from contractual stipulations that they may be required to participate in remote DL training, have their course approved by their Chair, and the expectation that the course be offered in two subsequent semesters. Such courses will be considered undeveloped (not developed).

Any course not developed as a remote DL course by a faculty member in Spring 2022 will be considered undeveloped with respect to the CBA provisions. As an undeveloped course, the faculty member may subsequently seek to develop the course and will remain entitled to development monies as per the CBA.

The delivery method of any class is determined by the faculty member after consultation with their chair. When multiple sections of the same course are offered, reasonable efforts will be made by faculty, in consultation with their chair, to offer a variety of delivery methods. The delivery method is posted in course listings in order to better inform students' choices and promote an environment conducive to high-quality learning for all students.

12. All Spring 2022 course caps for all remote DL course formats will be 20 in order to comport with the CBA, except as provided in sections 13, 14 and 15 of this agreement.

13. The College agrees to preserve the pre-COVID caps for the following remote course types:

Lowest level developmental courses

Remote lectures paired with labs

Remote and in person labs

Honors

Internships

Faculty teaching the course types listed in section 13, can elect to opt-in, via email to their chairs, to have their course caps raised to 20 without additional compensation. Faculty are under no obligation to opt-in.

As provided in, and consistent with, section 15 below, additional compensation for the course types listed in section 13 will occur when the faculty member opts-in, via email to their chair, to have their course caps raised above 20 students and the College has identified the demand for additional course seats in that specific course section.

14. In the following disciplines where some instruction is designed for cohort-based learning, course caps may be adjusted to suit the cohort size: Clinical Lab Sciences, Dental Hygiene, Nursing, Occupational Therapy, Physical Therapy and Diagnostic Imaging.

In these disciplines, when the cohort exceeds twenty students, course caps may be stretched to accommodate the number of students in the cohort and faculty will receive additional compensation.

Faculty who teach these "over 20" cohort courses will receive additional compensation using the following formulas:

Based on the CBA's table C-2, and the faculty member's rank; the per credit rate will be multiplied by the number of credits for the course. The product will then be used to determine the additional compensation based on the number of students over twenty (20).

For example, using the 2016/2017 CBA table C-2 rates, an assistant professor teaching a 3-credit course to an over 20 cohort would receive the following additional compensation:

C-2 rate per credit = 1,085 USD

$1,085 \times 3 \text{ (credits)} = 3,255 \text{ USD}$

21 to 25 students = 15% of 3,255.00 = 488.25 USD

26 to 30 students = 40% of 3,255.00 = 1302.00 USD

Over 30 students = 55% of 3,255.00 = 1790.25 USD

The provisions of section 14 apply only to those courses (in the departments listed in section 14) that traditionally have been taught to the entire cohort by one faculty member.

The provisions of section 14 do not apply to any other courses in the departments listed in section 15. Such courses are governed by sections 12, 13 and section 15 of this agreement.

15. In all classes, irrespective of the academic discipline, up to 5 additional students may be added (in addition to the cap of 20). Those students may be admitted to a course when the following conditions are met:

A. The College has identified the demand for additional course seats in a specific course section, and,

B. The faculty member assigned to teach the specific course section, with seats in demand, agrees, via email, to their chair, to add additional seats to the course section.

Faculty who agree to teach these “over 20” classes (not to exceed 25 students) will receive additional compensation using the following formula:

Based on the CBA’s table C-2, and the faculty member’s rank; the per credit rate will be multiplied by the number of credits for the course. The product will then be used to determine the additional compensation based on the number of students over twenty (20).

For example, using the 2016/2017 CBA table C-2 rates, an assistant professor teaching a 3-credit course to 21, 22, 23, 24 and 25 students would receive the following additional compensation:

C-2 rate per credit = 1,085 USD

$1,085 \times 3 \text{ (credits)} = 3,255 \text{ USD}$

1 student over 20 = 5% of 3,255.00 = 162.75 USD

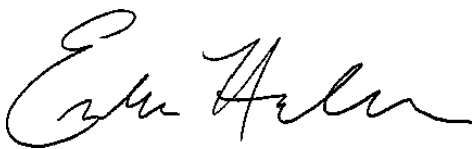
2 students over 20 = 10% of 3,255.00 = 325.50 USD

3 students over 20 = 15% of 3,255.00 = 488.25 USD

4 students over 20 = 20% of 3,255.00 = 651.00 USD

5 students over 20 = 25% of 3,255.00 = 813.75 USD

16. For the purpose of calculating the additional compensation, the number of students for each class will be determined by a snapshot taken on Thursday, January 27. This snapshot date will not include "late start" classes. The snapshot date for "late start" classes will be the subject of the separate cover. Faculty will be paid via the additional compensation process.
17. Faculty who seek to be exempted from in-person campus operations can apply to Human Resources (governed by well-established accommodations guidelines).
18. A faculty member may be assigned up to four preps (in order to make load) only when the faculty member agrees, via email to their chair, to be assigned four preps.
19. The College will continue to allow faculty to attend Assembly, Division and Department meetings via ZOOM. In the event any of these meetings do not have a ZOOM component, the College agrees that it will not take any adverse action(s) against faculty members who opt out of attending. Nothing in this provision is meant to prohibit the College from holding Assembly, Division and Department meetings in-person.
20. This agreement is limited to Spring 2022 semester except where it allows otherwise and/or contains provisions embodied in the CBA.



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Erika Hackman  
VPAA SUNY Orange



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Robert Cacciatore  
OCCC Faculty Association

Dated: January 18, 2022  
1527 hours