K9824

# DELAWARE VALLEY COLLEGE

# AND

# DELAWARE VALLEY COLLEGE AAUP

# COLLECTIVE BARGAINING AGREEMENT

**Beginning the first day of the Fall 2014 Semester and ending the day before the beginning of the Fall 2016 Semester**

**TABLE OFCONTENTS**

*ARTICLE I--AGREEMENT* ..... *1*
*ARTICLE II--PURPOSE* ..... *2*
*ARTICLE III--RECOGNITION* ..... *3*
*ARTICLE IV--NON-DISCRIMINATION* ..... *4*
*ARTICLE V--MANAGEMENT OF THE COLLEGE* ..... *5*
*ARTICLE VI--CHAPTER RIGHTS* ..... *6*
*ARTICLE VII--CHAPTER PRIVILEGES* ..... *7*
*ARTICLE VIII--NO STRIKE OR LOCKOUTS* ..... *8*
*ARTICLE IX--SEARCH PROCEDURE FOR VICE PRESIDENT FOR ACADEMIC AFFAIRS/DEAN OF THE FACULTY OR ACADEMIC DEANS* ..... *9*
*ARTICLE X--DEPARTMENT CHAIRPERSONS/DIRECTORS OR OTHER ACADEMIC POSITIONS WITH SIGNIFICANT FACULTY INTERACTION* ..... *10*
*ARTICLE XI—FACULTY APPOINTMENTS* ..... *13*
*ARTICLE XII--ACADEMIC RANK AND TITLES* ..... *16*
*ARTICLE XIII--CONTRACTS* ..... *19*
*ARTICLE XIV--ACADEMIC FREEDOM AND RESPONSIBILITY* ..... *20*
*ARTICLE XV--WORKLOAD* ..... *21*
*ARTICLE XVI--APPOINTMENT/REAPPOINTMENT* ..... *25*
*ARTICLE XVII--EVALUATION* ..... *27*
*ARTICLE XVIII--PROMOTION* ..... *35*
*ARTICLE XIX--TENURE* ..... *38*
*ARTICLE XX--PERSONNEL FILES* ..... *41*
*ARTICLE XXI--DISCIPLINARY ACTION* ..... *42*
*ARTICLE XXII—DISPUTES CONCERNING EMPLOYMENT STATUS* ..... *43*
*ARTICLE XXIII—DISPUTES CONCERNING CONDITIONS OF EMPLOYMENT* ..... *46*
*ARTICLE XXIV--REASSIGNMENT (IN THE ABSENCE OF RETRENCHMENT)* *48*
*ARTICLE XXV--RETRENCHMENT FOR REASONS OTHER THAN FINANCIAL EXIGENCY* ..... *50*
*ARTICLE XXVI—REDUCTIONS DUE TO FINANCIAL EXIGENCY* ..... *53*
*ARTICLE XXVII—SABBATICAL LEAVE* ..... *55*

*ARTICLE XXVIII—OUTSIDE EMPLOYMENT AND USE OF COLLEGE RESOURCES* ..... *58*
*ARTICLE XXIX—PAST ACADEMIC PROCEDURES* ..... *60*
*ARTICLE XXX--SEPARABILITY* ..... *61*
*ARTICLE XXXI--ENFORCEABILITY* ..... *62*
*ARTICLE XXXII--WAGES* ..... *63*
*ARTICLE XXXIII—CONTRACTED BENEFITS* ..... *65*
*ARTICLE XXXIV—SHORT TERM DISABILITY* ..... *67*
*ARTICLE XXXV-TERM OF AGREEMENT* ..... *69*
*SIGNATURES* ..... *70*

## ARTICLE I--AGREEMENT

This is an Agreement between Delaware Valley College (College), and the Delaware Valley College Chapter of the American Association of University Professors (Chapter or AAUP).

## ARTICLE II—PURPOSE

The Chapter has been certified to represent for purposes of collective bargaining, department chairpersons, full-time teaching faculty (including librarians with faculty status), special faculty appointments made by the Vice President for Academic Affairs/Dean of the Faculty and all other faculty of the College as identified in the NLRB Certification in case no. 4-RC-18432 issued November 2, 1994.

The Chapter and the College, desiring to co-operate each with the other in mutual respect and harmony for the purpose of promoting collegial relationships between the faculty and the College, to foster continuous improvement in the quality of all aspects of education and maintenance of high standards of excellence and to aide in fulfillment of the College's stated mission, have agreed to the provisions of this Agreement in consideration of the following:

1. The College exists for the common good of its constituencies and to fulfill an important educational and societal mission, particularly for the students of the College and the society they will be more qualified to interact with upon graduation.

2. That this mission is best accomplished by creating and maintaining an intellectual environment fully supported by both the College and the Chapter, with a spirit of co-operation in order that the parties may carry out the purpose of this Agreement.

3. The parties recognize that constant communication of an open and honest nature between the College and the Chapter is desired as a critical component in achieving the goals and objectives of the Agreement.

4. The parties agree that each shall strive to preserve the principles of dignity, respect and consideration for the values of work, life and family during the execution of this Agreement.

5. The parties recognize that collective bargaining in good faith will further their common aim of offering the best possible educational environment at the College and assert their intention to abide by the terms of the Agreement.

## ARTICLE III--RECOGNITION

The College recognizes the Chapter as the exclusive collective bargaining representative of faculty members with faculty rank, including to the fullest extent permitted by law, Department Chairpersons/Directors, Librarians, and special faculty appointments made by the Vice President for Academic Affairs/Dean of the Faculty, but excluding all adjunct faculty members, all supervisory employees and all other employees of the College.

## Article IV—NON-DISCRIMINATION

The parties shall not discriminate against any bargaining unit member on the basis of gender, sexual orientation, marital status, race, color, age, national origin, religion, disability, union affiliation or lack thereof, status as a veteran, or any basis protected by law.

## ARTICLE V--MANAGEMENT OF THE COLLEGE

The traditional prerogatives of management remain vested in management except as expressly modified by this Agreement.

## ARTICLE VI--CHAPTER RIGHTS

6.1 Membership

Each bargaining unit member who is not a member of the Chapter, beginning thirty-one (31) days following commencement of employment or the execution date of this Agreement, whichever is later, shall be required to contribute representation fees to the Chapter. Faculty members who serve in full-time administrative positions shall not be required to be members or pay dues or representation fees.

6.2 Dues or Representation Fees Check-off

For bargaining unit members who authorize check-off in writing, the College will deduct from the salary of such members the dues or representation fees required to be paid by such members of the bargaining unit upon the condition that the Chapter furnish the College, in due and proper form in conformity with the provision of the Taft-Hartley Act and amendments thereto, authorization cards, in writing, duly executed by the members of the bargaining unit permitting such deductions. Such deductions will be made from the salary check due each such member of the bargaining unit from each periodic pay check, and the College shall remit same to the Chapter no later than the fifteenth (15) day of the following month. Faculty members shall have the ability to rescind their check-off authorization during the month of May of each year.

6.3 Membership List

The College shall provide the Chapter President with a complete list of full-time members of the bargaining unit by September 1, for the Fall semester and by February 1, for the Spring semester of each year. The information provided shall include (1) the bargaining unit member name, (2) rank, (3) primary academic unit, (4) salary, (5) home address, (6) date of commencement of employment, (7) and dues check-off status. The College shall provide the Chapter with other information upon written request, as provided by law.

6.4 Indemnity of the College

The Chapter indemnifies the College, its officers, employees and agents and holds them harmless from any and all legal claims or judgments asserted against them in any way resulting from claims related to this article.

## ARTICLE VII--CHAPTER PRIVILEGES

7.1Meeting Facilities

The Chapter is permitted use of appropriate facilities at the College for its meetings, in accordance with the College's policy regarding use of facilities. The Chapter shall comply with the rules and regulations relating to the use of such facilities applicable to all members of the College community.

7.2 Bulletin Boards

The Chapter is entitled to post notices of its activities and matters in faculty office areas.

7.3 Use of College Mail Facilities

The Chapter is entitled to use the College mail system for the internal distribution of authorized Chapter communications. The Chapter shall pay regular charges for external distribution.

7.4 Use of E-Mail and Internet Facilities

The Chapter is entitled to use the College electronic mail (E-mail) and Internet access for Chapter business. The Chapter's use of these facilities shall conform to College policy as outlined in section 408 of the Faculty Personnel Manual.

7.5 Use of Other College Services

The Chapter shall be entitled to the privilege of contracting for College services under the same terms and conditions for all other campus organization.

## ARTICLE VIII--NO STRIKE OR LOCKOUTS

The Chapter and the College subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of College programs. The Chapter, therefore, agrees that neither it nor any of its officers, agents, faculty, or members will instigate, engage in, support or condone any strike, disruption of contractual obligations, or other concerted refusal to perform contractual obligations by any faculty in the bargaining unit during the term of this Agreement. Any violation of the foregoing may be made subject to a disciplinary action including discharge, and this provision shall not be by way of limitation to any other remedy under law. The College agrees that there shall be no lockout during the term of this Agreement.

## ARTICLE IX--SEARCH PROCEDURE FOR VICE PRESIDENT FOR ACADEMIC AFFAIRS/DEAN OF THE FACULTY OR ACADEMIC DEANS

### 9.1 Vice President for Academic Affairs/Dean of the Faculty

The President of the College appoints the Vice President for Academic Affairs/Dean of the Faculty. The President will appoint a chair and convene a Search Committee. There shall be a meaningful faculty presence on the Committee. The faculty will elect, at an all faculty meeting, all faculty members who will serve on the search committee. The list will contain twice the number of faculty names who will serve on the search committee (for example, if four faculty members will serve on the search committee, the list will contain eight names). The President will select from the list of names of those faculty who have been nominated by the faculty body to be on the search committee. The search committee will provide the President a list of no less than three and no more than five unranked candidates to select for appointment to the position. However, the President retains the right to reconvene the search process including that the Search Committee provides additional names for consideration from the original pool. In the event that the Search Committee cannot identify additional candidates from the pool, they will present their reasons in writing.

### 9.2 Academic Dean/s

The Academic Deans are appointed by the Vice President for Academic Affairs/Dean of the Faculty upon approval by the President. The Vice President for Academic Affairs/Dean of the Faculty will appoint the chair and convene a Search Committee that shall include a meaningful faculty presence on the committee. The faculty will elect, at an all faculty meeting, all faculty members who will serve on the search committee. The list will contain twice the number of faculty names who will serve on the search committee (for example, if four faculty members will serve on the search committee, the list will contain eight names). The President will select from the list of names of those faculty who have been nominated by the faculty body to be on the search committee. The search committee will provide the Vice President for Academic Affairs/Dean of the Faculty a list of no less than three and no more than five unranked candidates to select for appointment to the position however, the Vice President for Academic Affairs/Dean of the Faculty retains the right to reconvene the search process and shall provide his/her reasons in writing to the Search Committee for doing so.

## ARTICLE X--DEPARTMENT CHAIRPERSONS/DIRECTORS OR OTHER ACADEMIC POSITIONS WITH SIGNIFICANT FACULTY INTERACTION

### 10.1 Internal Identification of Appointed Chairperson/Director

When an Academic Department Chair or Director position is to be filled, the Vice President for Academic Affairs/Dean of the Faculty will meet with the Department and Academic Dean for discussion and input with regard to the needs, future directions of the Department, and potential internal candidates for the position. In the instance of appointment of an internal candidate, after the aforementioned informal discussions have taken place, the Vice President for Academic Affairs/Dean of the Faculty will identify and appoint the individual. The Department will not vote on the selection or choice of appointees.

### 10.2 Internal Identification of Appointed Academic Position with Significant Faculty Interaction

When a search for positions with a significant impact on the curriculum, teaching and learning takes place, the internal search process will precede the external search process. The Vice President for Academic Affairs will appoint the chair and the members of the committee that will include faculty representation. The appropriate Academic Dean/Deans will select the faculty members. If the committee fails to identify a candidate, it shall provide its reasons in writing to the Vice President for Academic Affairs and the appropriate Cabinet Member. The external search process will then convene.

### 10.3 External Search Process

In the event that an Academic Department Chair/Director or other (10.2) position is to be filled by an individual who is not a full-time faculty of the College, the following search process will apply:

#### 10.3.1 Process Initiation

When the position of the Department Chairperson/Director becomes vacant, the Area appropriate Academic Dean and Vice President for Academic Affairs/Dean of the Faculty, in consultation with the Department will develop a job description.

#### 10.3.2 Search Committee

The Vice President for Academic Affairs/Dean of the Faculty shall appoint a Search Committee to carry out the search process. The Search Committee shall be made up of a non-voting Committee Chairperson who shall be appointed by

the Vice President for Academic Affairs/Dean of the Faculty, two other Committee members chosen by the Vice President for Academic Affairs/Dean of the Faculty (one of whom must currently be serving as a Chairperson/Director for another academic department), and two (2) members selected by the Department.

**10.3.3 The Committee's tasks shall include:**

Writing the advertisement in conjunction with the Human Resource Department. The required minimal credentials, area of expertise, and job responsibilities should be identified from the formal request which was submitted to the Vice President for Academic Affairs/Dean of Faculty. If the Human Resource Department and the Search Committee cannot agree on the content and placement of the advertisement then the final decision rests with the Vice President for Academic Affairs**.**

- Screening the pool of applicants based upon the criteria set by the Search Committee**;**

- The interview process will consist of the following steps:
  1. Identify the pool for non-campus interviews.
  2. Upon completion of the non-campus interviews, identify the candidates for phone reference checks. The Chair will delegate as appropriate the telephone reference checks for identified candidates.
  3. The final interview process should include a review of each individual's curriculum vita, interviews with appropriate College personnel, and observations from a teaching or other appropriate type of presentation. It is expected that the Vice President for Academic Affairs/Dean of Faculty and appropriate Academic Dean shall meet with each interviewed candidate.

- Making a recommendation to the Vice President for Academic Affairs/Dean of the Faculty. The recommendation shall include a ranking of up to the first, second and third choices of the Committee.

**10.3.4 The Academic Dean's office shall:**

- Fund the process
- Administer collecting and making available the curriculum vitas to the committee members
- Schedule the non-campus interviews
- Schedule and coordinate the on-campus interviews for identified candidates.

**10.4 The Vice President for Academic Affairs/Dean of the Faculty shall review the recommendation**

If the Vice President for Academic Affairs/Dean of the Faculty disagrees with the Search Committee's recommendation (including selection and/or ranking), the Vice President for Academic Affairs/Dean of Faculty shall provide substantive reasons in writing for all areas of disagreement. If a suitable candidate cannot be identified, the Vice President for Academic Affairs may request that the Search Committee provide additional names for consideration from the original pool. In the event that the Search Committee cannot identify additional candidates from the original pool, they will present their reasons in writing. The Vice President for Academic Affairs/Dean of Faculty will reconvene the search process. The Vice President for Academic Affairs/Dean of Faculty may not choose a candidate who was not presented by the Search Committee as one of the possible choices listed in the recommendation. (The Chapter may grieve the question as to whether or not the Vice President for Academic Affairs/Dean of Faculty's reasons are substantive.)

## ARTICLE XI—FACULTY APPOINTMENTS

### 11.1 Needs Assessment

A careful and judicious needs assessment by the Department in collaboration with the Vice President for Academic Affairs/Dean of the Faculty and appropriate Academic Dean will be conducted prior to formally requesting the creation of a new position and/or replacing a vacancy. If the need for a position or the filling of a vacancy is justified, the following procedures will apply.

### 11.2 Formal Request

The Department Chairperson/Director will submit a written request for a new position or to fill a vacancy to the Vice President for Academic Affairs/Dean of the Faculty and appropriate Academic Dean. The request shall include, at a minimum, a justification for the position, a statement of how the position will meet the future needs of the Department and the College, a job description, the minimal eligibility credentials and desired expertise for the position, and the proposed salary range. Any request to fill a vacated tenure track position shall be filled with an individual on a tenure track. When a faculty vacancy occurs, then the search will be conducted as outlined in 11.3 Search Committee

### 11.3 Search Committee

Upon approval, a Search committee shall be impaneled to carry out the search process. The Search Committee will be chaired by the Department Chair of the requesting Department who shall have a vote in the selection process. If the Department Chair elects not to serve as the Committee Chair, then the Department Chair in consultation with the appropriate Dean will designate a Committee Chair. The Search Committee shall be comprised of:

-2 members selected by the appropriate Academic Dean and approved by the Vice President for Academic Affairs.

-2 members selected by the requesting department

#### 11.3.1 The Committee's tasks shall include:

- Writing the advertisement in conjunction with the Human Resource Department. The required minimal credentials, area of expertise, and job responsibilities should be identified from the formal request that was submitted to the Vice President for Academic Affairs/Dean of the Faculty. If the Human Resource Department and the Search Committee cannot agree on the content and placement of the advertisement, then the final decision rests with the Vice President for Academic Affairs.

Screening the pool of applicants based upon the criteria set by the Search Committee

- The interview process will consist of the following steps:
    1. Identify the pool for non-campus interviews.
    2. Upon completion of the non-campus interviews, identify the candidates for phone reference checks. The Chair will delegate as appropriate the telephone reference checks for identified candidates.
    3. The final interview process should include a review of each individual's curriculum vita, interviews with appropriate College personnel, and observations from a teaching or other appropriate type of presentation. It is expected that the Vice President for Academic Affairs/Dean of Faculty and appropriate Academic Dean shall meet with each interviewed candidate.
- Making a recommendation to the Vice President for Academic Affairs/Dean of the Faculty. The recommendation shall include a ranking of up to the first, second and third choices of the Committee.

**11.3.2 The Academic Dean shall:**

- Fund the process
- Administer collecting and making available the curriculum vitas to the committee members
- Schedule the non-campus interviews
- Schedule and coordinate the on-campus interviews for identified candidates.

**11.4 The Vice President for Academic Affairs/Dean of the Faculty shall review the recommendation**

If the Vice President for Academic Affairs/Dean of the Faculty disagrees with the Search Committee's recommendation (including selection and/or ranking), the Vice President for Academic Affairs/Dean of the Faculty shall provide substantive reasons in writing for all areas of disagreement. If a suitable candidate cannot be identified, the Vice President for Academic Affairs may request that the Search Committee provide additional names for consideration from the original pool. In the event that the Search Committee cannot identify additional candidates from the pool, they will present their reasons in writing. The Vice President for Academic Affairs/Dean of the Faculty will reconvene the search process. The Vice President for Academic Affairs/Dean of the Faculty may not choose a candidate who was not presented by the Search Committee as one of the possible choices listed in the recommendation. (The Chapter may grieve the question as to whether or not the Vice President for Academic Affairs/Dean of the Faculty's reasons are substantive.)

**11.5 The Vice President for Academic Affairs/Dean of the Faculty or designee shall make an offer to the appropriate candidate**

**11.5.1** The written contract will include rank, salary, and tenure status and conditions.

**11.5.2** If the offer is not accepted, as described above, the Vice President for Academic Affairs/Dean of the Faculty will make an offer to the next suitable candidate until the position is filled or until a new search must be convened. The Vice President for Academic Affairs/Dean of the Faculty will notify the Search Committee when a candidate accepts an offer.

## ARTICLE XII--ACADEMIC RANK AND TITLES

### 12.1 Introduction

Each member of the faculty, as defined in Article III, holds the rank of Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor. Librarians and other special appointees hold these ranks as non-tenure track. To qualify for the following ranks, the candidate shall meet the following minimum criteria.

### 12.2 Lecturer

The rank of lecturer is a temporary, non-tenure track position with no formal requirements and is renewable on a semester or annual basis depending on enrollment and anticipated needs. The decision shall be made by the Vice President for Academic Affairs/Dean of the Faculty in consultation with the appropriate Academic Dean and the affected departments.

### 12.3 Instructor

Individuals must possess at least the following credentials:

(1) A master's degree or appropriate professional credentials.

### 12.4 Assistant Professor

This is generally the entry-level rank for tenure-track faculty appointments. Individuals must possess at least the following credentials:

(1) Possession of a doctorate from a regionally accredited institution, or terminal professional degree, or other experience judged to be of equal value. A.B.D.'s may be hired with the understanding that work towards the doctorate degree must be completed within a period, not to exceed six (6) months; or

(2a) A master's degree; and

(2b) At least four (4) years of full-time college teaching experience at an accredited four-year College/University or other experience judged to be of equal value; and,

(2c) Possession of unusual experience of significant value in the field. Only demonstrated outstanding scholarship, excellence in teaching and dedicated service over a period of years will justify the awarding of this rank to those without a doctorate, or terminal professional degree. These considerations will be in addition to the criteria set forth in this Agreement for promotion and tenure.

**12.5 Associate Professor**

The rank of Associate Professor is normally awarded for recognition of superior teaching, scholarship and service at Delaware Valley College, culminating in the simultaneous award of tenure, or in recognition of prior distinguished service in higher education or other relevant areas of expertise prior to employment at the College. Individuals must possess at least the following credentials:

(1) Possession of a doctorate from a regionally accredited institution, or terminal professional degree in the field of one's principal teaching activity, or area of priority to the College. Only distinguished scholarship, excellence in teaching and dedicated service over a period of years, in the rank of assistant professor, with demonstrated potential for continued personal and professional accomplishment, will justify the awarding of this rank. These considerations will be in addition to the criteria set forth in this Agreement for promotion and tenure; and

(2) Six (6) years of full-time teaching experience at an accredited four-year college/university, or other experience judged to be of equal value.

**12.6 Professor**

The rank of Professor is reserved only for those who have demonstrated superior leadership in the intellectual and institutional development of Delaware Valley College. Entry-level appointments to this rank will be made only under exceptional conditions, where it is determined that the individual can make a unique and significant contribution to the College. Individuals must possess at least the following credentials:

(1) Possession of a doctorate from a regionally accredited institution. Sustained demonstrated and distinguished scholarship, excellence in teaching and dedicated community/professional service over an extended period of years, in the rank of associate professor, will justify the awarding of this rank. These considerations will be in addition to the criteria set forth in this Agreement for promotion and tenure; and

(2) Eight (8) years of full-time experience at an accredited four-year college/university or other experience judged to be of equal value.

**12.7 Visiting Faculty Member**

The visiting faculty member holds a temporary non-tenure position with no formal requirements which is renewable on a semester or annual basis depending on that individual's recognized contributions to the field and Delaware Valley College. The decision shall be made by the Vice President for Academic Affairs/Dean of the Faculty in

consultation with the appropriate Academic Dean and the affected departments. At large visiting faculty appointments shall be made by the Vice President for Academic Affairs/Dean of the Faculty in consultation with the President. The use of visiting faculty in Delaware Valley College courses shall follow the College's policy regarding adjunct faculty.

**12.8 Exemption for identified Chapter members**

Those full-time (tenured and non-tenured) Chapter faculty members who were hired prior to the 1995-96 academic year, will be held to the following minimal eligibility criteria for rank:

**12.8.1 Instructor**

(1) A master's degree; and
(2) At least one (1) year of full-time college level teaching experience or its equivalent.

**12.8.2 Assistant Professor**

(1) A master's degree; and
(2) At least four (4) years of full-time college level teaching experience or its equivalent.

**12.8.3 Associate Professor**

(1) An earned doctoral degree or a master's degree with additional academic work toward the doctorate; and
(2) At least six (6) years of full-time college level teaching experience.

**12.8.4 Professor**

(1) An earned doctorate degree; and
(2) At least eight (8) years of full-time teaching experience in collegiate instruction.

**12.9 Additional criteria for exempt (as identified in 12.8) Chapter members**

Exceptions to these guidelines will be considered only in the case of demonstrated exceptional value or service to the College. It is expected that such consideration will be given only to an outstanding and highly deserving individual.

## ARTICLE XIII--CONTRACTS

### 13.1 Types of contracts

Contracts for individual faculty members are issued on an academic year basis. Faculty members are required to be available for College duties during the entire period of their contract as detailed in the description of workload. Contracts issued for a period of less than one (1) academic year will not be considered as annual contracts for purposes of renewal or non-renewal.

### 13.2 Distribution of contracts

Each faculty member's contract shall include confirmation of both salary and rank for the coming academic year. In addition, the annual letter of renewal will indicate the probationary status of the upcoming year for tenure-track faculty. Contracts shall be distributed annually by April 1. The contract must be accepted in writing by the faculty member no later than ten (10) working days after mailing of the contract. In the event that a new contract has not been ratified, a letter of renewal will be issued by the Vice President for Academic Affairs by April. Once a new contract has been ratified, salary information will be forwarded to the bargaining unit members within ten (10) working days.

### 13.3 Multiple Year contracts for non-tenure track faculty

Faculty members hired on the non-tenure track shall be offered three-year contracts after six years of continuous service subject to Article XVII, (Evaluations) as applicable. The faculty member will undergo a portfolio review each fall of the third year to determine if a subsequent contract will be offered.

### 13.4 Current non-tenure track faculty

Current faculty who have completed six or more years of service and received satisfactory evaluations will be immediately eligible for three-year contracts effective July 1, 2012. An evaluation portfolio documenting teaching effectiveness, advising, service and scholarly activity as applicable must be submitted for review no later than March 1, 2012. The review process will involve the Chairperson, Dean and the VPAA.

Current faculty with less than six years of service who received satisfactory evaluations and submitted a portfolio that is approved will be eligible for three-year contracts following their sixth year of service.

## ARTICLE XIV--ACADEMIC FREEDOM AND RESPONSIBILITY

The College and the Chapter endorse the following statement on academic freedom:

- The faculty is entitled to full freedom in research and in the publication of the results, subject to the performance of their other academic duties, but research for pecuniary return shall be based upon an agreement with the authorities of the College and in accordance with College policy.

- The faculty is entitled to freedom in the classroom in discussing their subject, but they will not introduce into their teaching, matters which have no relation to their subject. Limitations of academic freedom because of religious or other aims of the College should be clearly stated in writing at the time of the appointment.

- Faculty members are citizens and members of a learned profession. When they speak or write as citizens, they are free from College censorship or discipline, but their special position in the community imposes special obligations. As scholars, they should remember that the public may judge their profession and the College by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the College and the opinions of others. When faculty speak publicly as "citizens," they shall indicate that they are not speaking for the College.

- Substantiated abuses of academic freedom will result in a notation being placed in the faculty member's personnel file.

## ARTICLE XV--WORKLOAD

### 15.1 Introduction

Faculty workload is based upon the need to provide instruction, guidance and other assistance to students and also recognizes the need to contribute in a meaningful fashion to the College community as a whole. The faculty is responsible for the quality and effectiveness of the classroom educational program and are under the direct supervision of their respective Department Chairpersons/Directors. Faculty will fulfill their obligations during the weeks of the Fall and Spring Semesters which include the weeks of registration and finals, but not to include the week of Spring Break.

### 15.2 Availability Teaching Load

Department Chairs/Directors will assign the teaching loads with justification. Teaching assignments require the approval of the Vice President for Academic Affairs/Dean of the Faculty and the appropriate Academic Dean. When the Vice President for Academic Affairs/Dean of the Faculty and the appropriate Academic Dean do not approve of the assignments, the changes and justification will be submitted to the respective Department Chair/Director in writing. Decision of the appropriate Academic Dean and the Vice President for Academic Affairs/Dean of the Faculty is final.

Disputes between a Department Chair/Director and a faculty member with regard to teaching assignments shall be resolved by the appropriate Academic Dean, whose decision is final. Where a faculty member's teaching load is significantly and consistently under the standard and where the College does not expect to have sufficient, minimum contact teaching hours for assignment to the faculty member in the future, the College may initiate the retrenchment process.

## 15.3 Teaching Schedule

Academic contact hours cover classroom and/or laboratory teaching assignments and will be assigned within the academic day, Monday through Friday, which begins at 8:00 a.m. and ends at 4:20 p.m. Exception to the teaching schedule will be by mutual consent. In cases where departments choose to offer approved courses outside of the 8:00 a.m. - 4:20 p.m. workday, in order to insure the viability of those courses, it is understood that department members will cover those courses within their normal teaching load. These assignments will not be considered overload unless they exceed the agreed upon teaching load for that faculty member.

## 15.4 Additional Course Considerations

Honors courses and student research will be given credit as one contact hour per semester. Extracurricular activities such as club and organization advising shall not be considered as part of the contractual teaching load.

## 15.5 Full-time status is also extended to:

**15.5.1** Department Chairpersons/Directors shall normally teach six (6) contact hours each semester. Department Chairpersons/Directors with three (3) or fewer full-time faculty and fifty (50) or fewer full-time majors will teach nine (9) contact hours each semester. Department Chairpersons/Directors with ten (10) or more full-time faculty or more than one-hundred fifty (150) full-time majors will teach three (3) contact hours each semester. Exceptions shall require approval of the Vice President for Academic Affairs/Dean of the Faculty.

**15.5.2** Faculty members who have reached an agreement with the Department Chairperson/Director, appropriate Academic Dean, and Vice President for Academic Affairs/Dean of the Faculty to have their workload reduced.

**15.6 Every full-time faculty member shall:**

**15.6.1** Maintain and post appropriate office hours according to the following schedule:

**15.6.1.1** Six (6) office hours per week

**15.6.1.2** It is recognized that there may be times when an office hour cannot be kept due to unavoidable circumstances. Faculty members must attempt to notify students and/or the area administrative assistant when an office hour cannot be met.

**15.6.1.3** Where a conflict exists between faculty and student schedules, by mutual agreement an appointment may be made by the student to meet with the faculty member.

**15.6.2** Participate on committees when appointed by the President or the Vice President for Academic Affairs/Dean of the Faculty or when elected by the faculty. Faculty is expected to participate on committees but may decline to serve on a specific committee. It is understood that chairing committees may limit additional committee participation. It is understood that first-year faculty members are not expected to serve on any committees.

**15.6.3** Attend properly called faculty and departmental meetings.

**15.6.4** Attend Family Day as specified in the Academic Calendar. Attend Founders' Day and Graduation in proper academic attire provided by the College.

**15.6.5** Attend College sponsored programs such as in-service days and Convocation scheduled during work day hours during the academic semester (attendance at other College events, although not required, is encouraged).

**15.6.6** Be at class and meetings on time. In those unavoidable instances when faculty cannot do so, they shall communicate their absence from class or other assignments to the Department Chairperson/Director with as much advance notice as possible or, if that is not feasible, as soon thereafter as possible.

**15.6.7** Submit current course outlines/syllabi to the Department Chairperson/ Director by the opening of the semester.

**15.6.8** Teach not more than two (2) courses and no more than seven (7) contact hours each semester above contractual teaching loads at Delaware Valley

College. The overload includes courses on and off campus and day or evening classes and credit or non-credit programs operated by the College.

**15.6.9** Mentor and advise students as assigned on a regular basis in accordance with departmental curricula and academic College policies and procedures.

**15.7 Low Enrollment**

When low enrollment affects departmental teaching loads, adjunct faculty in the affected department will be terminated before those full-time, non-tenure track faculty who are qualified to teach the remaining day courses.

**15.8 Compensation for Overloads**

Any teaching assignment that brings a faculty member's contact hour load for a given semester as described in Article 15.2 (or above a contact hour load for which an exception has been granted) shall be considered an overload and the faculty member shall be compensated for the entire teaching assignment at the adjunct rate.

**15.8.1** Compensation for Overload:

All contact hours taught as overload will be compensated equally.

## ARTICLE XVI--APPOINTMENT/REAPPOINTMENT

### 16.1 Appointments

All Faculty Members appointed to full-time tenure track positions as Instructors, Assistant Professors, Associate Professors, and Professors shall serve a probationary period and will be eligible for tenure after six years of full-time teaching at Delaware Valley College except where "life events" (16.2) cause otherwise. Faculty Members hired on tenure track for the full Spring semester will be given credit for the full academic year towards tenure and/or promotion. The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both the College and faculty member.

### 16.2 Life Events

During a tenure-track faculty member's years of probationary status, a faculty member may request that an academic year not be counted as a consideration-year in the pursuit of tenure. Such a request may only be honored to meet extraordinary "life events" and will result in an extension of the probationary period. Requests must be made at the time of the "life event" and submitted to the faculty member's department chair/director. The request must be approved by the department chair/director and Vice President for Academic Affairs/Dean of the Faculty and the appropriate Academic Dean. Not more than two (2) such non-consecutive requests may be submitted in a faculty member's career. The maximum number of years that an individual may be on a tenure-track appointment shall be limited to nine (9) years.

A "non-clocked" tenure-track year, excluded from consideration under this section, shall be counted as a year of service for all other purposes under the agreement provided the faculty member has retained full-time status.

### 16.3 Leaves of absence

Leaves of absence will not count toward probationary years of service.

### 16.4 Reappointment/Non-reappointment

The failure of the Vice President for Academic Affairs/Dean of the Faculty to renew or reappoint a non-tenured faculty member does not constitute disciplinary action as described in Article XXI. Non-tenured faculty members who will not be reappointed, shall be notified in writing by February 15 of the existing contract year. Non-tenured faculty members standing for tenure, who will not receive tenure, shall be notified in writing by February 15 of the existing contract year.

The Vice President for Academic Affairs/Dean of the Faculty may terminate the appointment of a chairperson/director at any time; that removal does not constitute discipline. Failure to reappoint non-tenured faculty members is not grievable under this agreement. Termination or non-reappointment to chairpersonship/directorship is neither grievable nor appealable under this agreement.

## ARTICLE XVII--EVALUATION

### 17.1 Introduction

To help guide the growth and development of faculty members, the College uses a Portfolio Appraisal System. The portfolio is used to assess a faculty member's growth, development, contributions, to the progress toward tenure, progress toward promotion, and, if appropriate, to assist in the determination of merit salary adjustments. The portfolio is a representation of the specific details, performance, accomplishments, contributions and professional "merits" of each faculty member for the evaluation period. Faculty members should prepare a portfolio annually. Tenure and non-tenure track members with less than seven (7) years of continuous service must prepare a portfolio annually and tenured faculty should prepare an annual portfolio in preparation for their five-year review. For tenured faculty members who are not submitting a portfolio, the Department Chair and faculty member or Area Dean and Department Chair in the case of a tenured Department Chair will meet on an annual basis and complete the evaluation tool that will become part of the five year portfolio.

It is recognized that faculty members will not reasonably be expected to have performed or produced in all of the items listed below. It is understood that meaningful contributions in some areas may realistically preclude efforts in other areas identified within the evaluation. The parties recognize it is difficult to identify all the characteristics of an excellent teacher; since an excellent teacher may build on individuality, an exact profile of “the” excellent teacher is impossible. The various criteria contained herein are not intended to be used punitively, but rather are to be utilized to evaluate and enhance the faculty member’s performance.

The portfolio appraisal first addresses the central responsibilities of the faculty member’s teaching efficacy and service to the students of Delaware Valley College. It also evaluates other faculty obligations including scholarship, service to the Department and College, and, where applicable, service to the community, research, administrative activities and other professional contributions. It is the responsibility of each faculty member to provide evidence that these things are being done effectively.

Non-teaching faculty will be evaluated consistent with their job descriptions. The evaluation will include an appropriate standardized evaluation form. Areas listed in 17.2 that are not germane to their duties will be excluded in their portfolios.

### 17.2 Each portfolio shall include (not less than) the following:

1. Years of service to the College and in what capacity
2. Current rank and tenure status
3. A listing of any new coursework or continuing education training (as appropriate), internal and external awards, citations, certifications, and degrees earned

4. An identification of all courses taught at the College each semester
5. A one-page summary of standardized student evaluation scores and a summary of student comments for all courses taught
6. Classroom Observation Reports
7. A brief description of all major teaching and scholarship activity (include new course preparation and significant course revisions with syllabi where appropriate)
8. A list of all publications (include works in progress and their current status)
9. A brief description of on-campus service activities
10. A brief description of involvement in off-campus service activities
11. A self-evaluation and a completed evaluation tool
12. A list of instructional, scholarship of teaching, and service goals for the coming evaluation period

Additional appendices may be attached.

## 17.3 Categories and Definitions

### 17.3.1 Teaching

#### 17.3.1.1 Instruction and Pedagogy

A faculty member's ability to enrich the intellectual life of his/her students will be evaluated from several perspectives: (1) standardized student evaluations; (2) a faculty member's self-evaluation component, designed to identify their strengths and weaknesses regarding performance; and (3) review by academic administration (Department Chairperson and appropriate Academic Dean).

An instructional and pedagogical self-evaluation component emphasizing performance and accomplishment of goals is to be completed by each faculty member under review and presented to their respective Department Chairperson/Director as part of the annual portfolio appraisal system. At this time, instructional goals are established for the forthcoming academic year.

For the classroom observation component of Department Chairpersons/ Directors' evaluations, Department Chairpersons/Directors will be observed by their Area Dean. By mutual agreement with the appropriate Academic Dean, a Chairperson/Director may be additionally observed by another Department Chairperson/Director.

In addition, the respective Academic Dean will be responsible for assembling the summary evaluation document on behalf of the observed Chairperson/Director. This summary document will include a synthesis to

the self-evaluation, appropriate Academic Dean's observation, and student evaluations as outlined in the agreed upon Evaluation Instrument. The appropriate Academic Dean will submit the completed evaluation to the Promotion and Tenure Committee and the Vice President for Academic Affairs/Dean of the Faculty within the timetable identified in the Contract.

**17.3.1.2 Scholarship of Teaching**

The scholarship of teaching is the pursuit, transfer, and dissemination of knowledge. Scholarship, as an accompaniment to teaching, is a goal and expectation of all faculty members. Demonstrated effort involves those activities that are not generally reviewed by external peers. However, scholarship at the College is clearly intended to be more than keeping current in the faculty member's discipline.

It is recognized that each faculty member will not reasonably be expected to have performed or produced in each of the items listed below. It is noted, however, that meaningful contributions in some areas may realistically preclude efforts in other areas identified within the evaluation. The various criteria contained herein are not intended to be used punitively, but rather are to be utilized to enhance one's purposeful contributions, as a verifiable measure of a faculty member's overall performance. The list below is by no means exhaustive, but is meant to identify some of the types of activities that reflect the scholarship of teaching.

(1) Participation on academically related editorial and/or advisory boards.

(2) Participation in conferences, professional society meetings, workshops and symposia.

(3) Participation in off-campus exhibits, recitals, performances, conducting activities and participation in similar on-campus events.

(4) Creation of a new course and/or laboratory design and development or significant revision of existing courses.

(5) Writing of new laboratory manuals or significant revisions to existing textbooks and manuals.

(6) Participation in new program(s) and/or curriculum development.

(7) Participation in scholarly/professional activities during sabbatical leaves and leaves of absence.

(8) Infusing class presentations and syllabi with current, state-of-the-art information, and appropriate and relevant activities.

(9) Designing and testing new experiments.

(10) Development of significant off-campus learning experiences.

(11) Consulting which results in enhanced knowledge of an individual's field of expertise and/or which benefits the individual's department or the College.

(12) Successfully completing additional graduate level coursework from an accredited organization.

(13) Other appropriate professional development.

**17.3.2 Service**

Service to the College is expected of all faculty members, both tenured and non-tenured, in the promotion of a dedicated academic community. It is recognized that each faculty member will not reasonably be expected to have performed or produced in each of the areas listed below. It is noted that meaningful contributions in some areas may realistically preclude efforts in other areas identified within the evaluation. The various criteria contained herein are not intended to be used punitively, but rather are to be used to enhance one's purposeful contributions, as a verifiable measure of a faculty member's overall performance.

A third element in the evaluation process involves the part played by each faculty member in contributing to the betterment of the College in general, and professional community in particular. With respect to the College, evidence of participation in various faculty and campus-wide committees, as well as participation in student and College events should be placed within each individual portfolio. With respect to field-specific professional organizations, evidence of offices held, awards received, committee leadership held, etc.--they should also be made part of each portfolio.

**17.3.2.1 College Service:**

(1) The membership, time commitment and quality of service in committee assignments;

(2) Various kinds of "outreach" activities, e.g., direct involvement in admissions marketing, but also indirect activities such as contact with high schools, setting up exhibits and workshops for high school students;

(3) Service unrelated to one's own academic discipline, such as participation in summer orientation, clubs, activities, field trips, and faculty seminars;

(4) Interacting with students outside of academic advising; and

(5) Significant mentoring activities, (outside assigned responsibilities) which result in student academic achievement in independent studies, research or community service.

For those faculty members who elect to engage in service to the community, the following non-exclusive list may provide examples of activity under this category.

**17.3.2.2 Community Service:**

(1) Membership and active involvement, election and/or appointment to professional societies and discipline-related organizations;

(2) Chairing a session, organizing a conference, organizing a session and/or judging a juried competition;

(3) Involvement in and organization of cultural events;

(4) Active participation in non-profit social, service or professional organizations;

(5) Professional service to the community and/or performance of other notable public services that reflect favorably on Delaware Valley College; and

(6) Other professional activities engaged in by the faculty member may be described as deemed appropriate.

### 17.3.3 Research

It is recognized that faculty members who have chosen to do research will not be expected to have performed or produced in each of the areas listed below. The various criteria contained herein are not intended to be used punitively, but rather are to be utilized to enhance one's purposeful contributions, as a verifiable measure of a faculty member's overall performance.

Research, whether internally or externally funded, may be a component in the evaluation of the faculty members who have chosen to engage in such activities but does not preclude a faculty member's responsibility to fulfill their obligations in teaching, scholarship of teaching, and service. Faculty members must provide evidence and examples of their activities. At Delaware Valley College, research activities are, and should be, shaped by available funds and equipment and continue the tradition of integrating students into the process whenever possible.

The following activities delineate categories of scholarly research:

This list is not meant to be exhaustive and is intended as guidance for both faculty and academic administrators.

(1) Publication of scholarly papers in journals, periodicals, authoring book chapters, monographs and other professional publications.

(2) Publication of books (as author or editor) and/or manuscripts under contract to publishers, excluding vanity presses.

(3) Publication of translations, reviews, and criticism.

(4) Presentations at conferences, professional society meetings, workshops and symposia.

(5) Significant software development.

(6) Publication, production, or performance of musical works.

(7) Production and/or direction of on- or off-campus plays and events if applicable to the discipline.

(8) Sponsored projects and programs, e.g., writing of grants and/or contracts.

(9) Service as a reviewer for scholarly/research/artistic organizations and presses.

(10) Obtaining a patent.

### 17.4 Administrative Evaluation of Department Chairpersons/Directors

Chairpersons/Directors will also be evaluated on their administrative function by the Vice President for Academic Affairs/Dean of the Faculty's office. This will include, but not be limited to leadership, planning, faculty mentoring, department analysis and assessment, budget management and professional development activities.

### 17.5 Procedure (with Timeline)

#### 17.5.1 Portfolio Timeline

Bargaining unit members will submit a portfolio according to the following schedule. All tenured faculty members and non-tenured faculty members with annual renewable appointments or individuals on tenure-track will be evaluated on an annual basis. Tenured faculty members and individuals who have completed seven (7) consecutive years of service will submit a portfolio on a five (5) year rotating cycle. Beginning with the 2007-2008 academic year, tenured faculty and those individuals who have completed seven consecutive years of service will be divided into five groups based on reverse seniority (youngest first). These groups will follow the following five (5) year rotation:

Group 1 will submit a portfolio during the 2012-2013 academic year
Group 2 will submit a portfolio during the 2013-2014 academic year
Group 3 will submit a portfolio during the 2014-2015 academic year
Group 4 will submit a portfolio during the 2010-2011 academic year
Group 5 will submit a portfolio during the 2011-2012 academic year

Newly tenured faculty members will submit a portfolio in the year in which tenure is granted and every five (5) years thereafter. Individuals who have completed seven consecutive years of service will begin their five (5) years rotation after the seventh year.

#### 17.5.2 Student Evaluations

Student evaluations, administered by the office of the Vice President for Academic Affairs/Dean of Faculty, will be completed prior to the final examination period for both the Fall and Spring semester and submitted to Information Services. Information Services will process them in a timely manner and return them directly to the Department Chair in the case of a faculty member or the appropriate Dean in the case of a Department Chair within three weeks following the completion of the semester.

#### 17.5.3 – Classroom Observations

Non-tenured faculty who have not completed seven (7) years of continued service will be observed annually by their Department Chairs or Academic Dean in the case of a Department Chair.

Tenured faculty and non-tenured faculty who have completed seven (7) consecutive years of service to Delaware Valley College will be observed once every three (3) years.

During the academic year, the Vice President for Academic Affairs/Dean of the Faculty, the individual's Department Chairperson/Director, or the individual may request a complete evaluation provided there is sufficient time to complete said evaluation.

**17.5.4 Annual Faculty Evaluations**

Faculty will submit their required evaluation material to Department Chairs/Directors or Area Dean in the case of a Department Chair by January 31st. All teaching observational reports will be included, and the reports will summarize the activities and achievements of the previous year's Spring and Fall Semesters. If necessary, the Departmental Chairperson/Director may include one additional peer evaluator to observe the evaluatee. The administrative observation report will also be completed and submitted to the Department Chairperson/Director at this time.

The Department Chairperson/Director or Area Dean in the case of a Department Chair will fill out the ~~a~~ standardized evaluation form, in which each component of the portfolio will be critically evaluated, using a uniform set of rating criteria by February 10th . This form will become part of the individual's portfolio. A copy of the standardized evaluation is to be furnished to each faculty member under review by that time. Prior to February 20th, a faculty member may request a meeting with the Department Chair/Director or Area Dean in the case of a Department Chair to discuss the completed standardized evaluation. The faculty member may prepare a written response to the evaluation, which shall accompany it.

At this time, individuals receiving an unsatisfactory review from their Department Chair/Director may request that their portfolio/evaluation also be reviewed by the Promotion and Tenure Committee whose evaluation shall become part of the individual's portfolio. The Promotion and Tenure Committee will complete its review by March 1st.

By March 2nd, the Department Chairs/Directors will forward copies of the portfolios (except those under review of the Promotion and Tenure Committee) to the respective Academic Deans. Portfolios under review by the Promotion and Tenure Committee will be submitted upon completion of the review.

Throughout the rest of March, the Academic Dean in conjunction with the Vice President for Academic Affairs/Dean of the Faculty will convene a meeting with appropriate Department Chairpersons/Directors, to review portfolios and evaluations for each faculty member within their respective academic department. The purpose of this meeting is twofold: (1) to review the progress of faculty members on tenure-track; and (2) to review the progress of faculty members for consideration for promotion.

The Vice President for Academic Affairs/Dean of the Faculty will issue contracts based on these decisions to the faculty by April 1st. If the recommendations of the Chairs are not followed, the Vice President for Academic Affairs/Dean of the Faculty will give a letter of explanation to the concerned parties when the contract is offered.

## ARTICLE XVIII--PROMOTION

### 18.1 Initiation of Process

Promotion is performance-based and not merely a reward for length of service. A written request for promotion is initiated by a faculty member who submits his/her request to the Department Chairperson/Director in May providing the minimum eligibility requirements in Article XII have been met. The Department Chairperson/Director shall submit a written request for promotion to the appropriate Academic Dean in May provided the minimum eligibility requirements in Article XII have been met. Tenure track faculty members must complete three years of service to be considered for promotion. The criteria for promotion are outlined in Article XVII.

#### 18.1.1 Submission of Portfolio

The individual shall submit the portfolio covering the time frame from the date of hire or last promotion, whichever is more recent, to the appropriate person by September 1, of the year in which the individual is requesting consideration. The Department Chairperson/Director shall convene a meeting of the members of the Department to seek their advice on the application. The appropriate Academic Dean will convene a meeting of the department faculty where the individual under consideration is the department's chairperson/director. After review by the Department and the Department Chairperson/Director, or the department and the Area Dean, the individual faculty member under consideration shall submit one copy of the portfolio, with the appended recommendations from the Department Chairperson/Director and the Department or the appropriate Academic Dean and the Department, to each member of the Promotion and Tenure Committee. The individual under consideration shall retain a copy of the completed portfolio. Promotion and Tenure Committee members shall be provided copies of the candidate's portfolio not later than October 1.

#### 18.1.2 Promotion and Tenure Committee

Promotion and Tenure Committee make-up:

The Promotion and Tenure Committee shall consist of ten (10) tenured members of the faculty who hold the rank of Associate Professor or higher. Members shall be elected bi-annually at the first annual faculty meeting within their respective areas as follows:

- Plant, Soil, Environmental and Food Sciences - 2 members
- Agribusiness, Animal, Biotechnology and Conservation, Animal and Dairy Sciences and Equine Studies - 2 members
- Biology, Chemistry, Mathematics, and Physics - 2 members

- Business Administration, Computer & Business Information Systems and Management, and Criminal Justice Administration - 2 members
- Liberal Arts, Physical Education, English, Education, and Library - 2 members

No member may serve more than three (3) full consecutive terms. The Committee shall identify its own chairperson.

The entire Promotion and Tenure Committee shall evaluate requests for tenure. The Promotion and Tenure Committee may request additional information before the process begins. The Promotion and Tenure Committee will examine all requests for promotion with a critical and global perspective, and base its recommendations on the criteria in Article XVII.

Upon completion of the Promotion and Tenure Committee review process, a copy of each portfolio with clear and specific recommendations and rationale (regarding performance, accomplishments, and contributions) will be forwarded to the Vice President for Academic Affairs/Dean of the Faculty. Extra copies of the portfolios that were distributed to the Promotion and Tenure Committee will be returned to the respective faculty member.

**18.1.3 Review by Vice President for Academic Affairs/Dean of the Faculty**

Recommendations and rationale from the Promotion and Tenure Committee along with the individual's portfolio on promotion will be forwarded to the Vice President for Academic Affairs/Dean of the Faculty by the Committee not later than November 15. It is the intention of the parties, that the deliberations**,** recommendations and rationale will be a significant aspect of the promotion process. The Vice President for Academic Affairs/Dean of the Faculty's independent review shall treat the Committee's recommendations and/or majority and minority reports on this basis. The Vice President for Academic Affairs/Dean of the Faculty may decline to accept the Committee's recommendations only for compelling reasons as indicated in the criteria identified in Article XVII or for reasons which would justify disciplinary action. The Vice President for Academic Affairs/Dean of the Faculty shall forward clear and specific recommendation*s* and rationale (regarding performance, accomplishments, and contributions), and the individual's portfolio to the President not later than December 15.

### 18.1.4 Review by President

Where the Vice President for Academic Affairs//Dean of the Faculty's recommendation is contrary to that of the Promotion and Tenure Committee, the Vice President for Academic Affairs/Dean of the Faculty shall state, in writing, the specific criteria of Article XVII which the candidate fails to meet or the reason which would justify disciplinary action. The faculty member shall have the opportunity to meet with the President before the President's action. The President shall review all recommendations on promotion and shall forward his recommendation and all previous recommendations, and rationale to the Board of Trustees not later than January 10. If the President's recommendation is contrary to the recommendation of the Promotion and Tenure Committee, the substantive reasons shall be provided, in writing, to the Committee.

### 18.1.5 Final action by Board of Trustees

The Board of Trustees shall review the President's recommendation not later than January 25, and may refuse to adopt the President's recommendations for compelling reasons. If the final action is contrary to the recommendation of the Promotion and Tenure Committee, those compelling reasons shall be provided, in writing, to the Promotion and Tenure Committee. The President will notify the candidate of the actions taken by the Board of Trustees.

### 18.1.6 Portfolio

Upon completion of the process, a copy of the portfolio will be kept in the individual's personnel file.

## ARTICLE XIX--TENURE

### 19.1 Initiation of Process

Tenure track faculty members are required to stand for tenure in their last year of probation, their sixth year, and, if approved, shall be granted tenure at the beginning of the next academic year.

After the second and fourth academic years of the probationary period, the department chairperson/director or appropriate Academic Dean will compile a detailed report, listing with documentation and examples where relevant, that faculty member's strengths and weaknesses. The report shall make constructive recommendations if needed, and will serve as a mechanism to provide feedback to the faculty member on his/her progress toward tenure. The report will be reviewed by the Vice President for Academic Affairs/Dean of the Faculty who shall return one copy to the department chairperson/director or appropriate Academic Dean and place a copy in the faculty member's official file.

A written request for tenure is initiated by a faculty member by submitting his/her request to the Department Chairperson/Director or appropriate Academic Dean in May of their fifth year, providing the minimum eligibility requirements have been met. The Department Chairperson/Director shall submit a written request for tenure to the Area Dean in May of the fifth year, provided the minimum eligibility requirements have been met.

### 19.2 Submission of Portfolio

The individual shall submit the portfolio covering the time frame from the date of hire, to the appropriate person by September 1, of the sixth year. The Department Chairperson/Director shall convene a meeting of the tenured members of the Department to seek their advice on the application. The appropriate Academic Dean shall convene a meeting of the tenured department faculty where the individual under consideration is the department chairperson/director. After review by the Department and the Department Chairperson/Director, or the department and the appropriate Academic Dean, the individual faculty member under consideration shall submit one copy of the portfolio, with the appended recommendations from the Department Chairperson/Director and the Department or the Area Dean and the Department, to each member of the Promotion and Tenure Committee. The individual under consideration shall retain a copy of the completed portfolio. Promotion and Tenure Committee members shall be provided copies of the candidate's portfolio not later than October 1 of their sixth year.

### 19.3 Promotion and Tenure Committee

Promotion and Tenure Committee make-up:

The Promotion and Tenure Committee shall consist of ten (10) tenured members of the faculty who hold the rank of Associate Professor or higher. Members shall be elected bi-annually at the first annual faculty meeting within their respective areas as follows:

- Plant, Soil, Environmental and Food Sciences - 2 members
- Agribusiness, Animal, Biotechnology and Conservation, Animal and Dairy Sciences and Equine Studies - 2 members
- Biology, Chemistry, Mathematics, and Physics - 2 members
- Business Administration, Computer & Business Information Systems and Management, and Criminal Justice Administration - 2 members
- Liberal Arts, Physical Education, English, Education and Library - 2 members

No member may serve more than three (3) full consecutive terms. The Committee shall identify its own chairperson.

The entire Promotion and Tenure Committee shall evaluate each request for tenure. The Promotion and Tenure Committee may request additional information before the process begins. The Promotion and Tenure Committee will examine all requests for tenure with a critical and global perspective, and base its recommendations on the criteria in Article XVII. Tenure is granted to faculty members based upon excellence of performance and the expectation that the College will continue to require the services provided by the position or expertise of the faculty member.

Upon completion of the Promotion and Tenure Committee review process, a copy of each portfolio with clear and specific recommendations and rationale (regarding performance, accomplishments, and contributions) will be forwarded to the Vice President for Academic Affairs/Dean of the Faculty. Extra copies of the portfolios which were distributed to the Promotion and Tenure Committee will be returned to the respective faculty member.

**19.4 Review by Vice President for Academic Affairs/Dean of the Faculty**

Recommendations and rationale from the Promotion and Tenure Committee along with the individual's portfolio on tenure will be forwarded to the Vice President for Academic Affairs/Dean of the Faculty by the Committee not later than November 15. It is the intention of the parties, that the deliberations**,** recommendations, and rationale will be a significant aspect of the tenure process. The Vice President for Academic Affairs/Dean of the Faculty's independent review shall treat the Committee's recommendations and/or majority and minority reports on this basis. The Vice President for Academic Affairs/Dean of the Faculty may decline to accept the Committee recommendations only for compelling reasons as indicated in the criteria identified in Article XVII or for reasons which would justify disciplinary action. The Vice President for Academic Affairs/Dean of the Faculty shall forward clear and specific recommendations and rationale (regarding performance, accomplishments, and contributions), and the individual's portfolio to the President not later than December 15.

**19.5 Review by President**

Where the Vice President for Academic Affairs/Dean of the Faculty's recommendation is contrary to that of the Promotion and Tenure Committee, the Vice President for Academic Affairs/Dean of the Faculty shall state, in writing, the specific criteria of Article XVII which the candidate fails to meet or the reason which would justify disciplinary action. The faculty member shall have the opportunity to meet with the President before the President's action. The President shall review all recommendations on promotion and shall forward his recommendation and all previous recommendations and rationale to the Board of Trustees not later than January 10. If the President's recommendation is contrary to the recommendation of the Promotion and Tenure Committee, the substantive reasons shall be provided, in writing, to the Committee.

**19.6 Final Action by Board of Trustees**

The Board of Trustees shall review the President's recommendation not later than January 25, and may refuse to adopt the President's recommendations for compelling reasons. If the final action is contrary to the recommendation of the Promotion and Tenure Committee, those compelling reasons shall be provided, in writing, to the Promotion and Tenure Committee. The President will notify the candidate of the actions taken by the Board of Trustees.

**19.7 Portfolio**

Upon completion of the process, a copy of the portfolio will be kept in the individual's personnel file.

## ARTICLE XX—PERSONNEL FILES

### 20.1 Access

The College shall comply with the laws of the Commonwealth of Pennsylvania regarding personnel files and shall provide access to that faculty member's personnel file by that faculty member upon request.

### 20.2 Review for Retrenchment

With regard to retrenchment, review of personnel files by the Promotion and Tenure Committee shall be restricted to the most recent four years of employment at the College.

### 20.3 Notification

Faculty members will be notified of any new items placed into their file which are not in the normal course of events (excluding evaluations, salary adjustments and annual contracts). Faculty members shall have the opportunity to submit a written response to all documents placed in the official personnel file. The written response shall be included in the official personnel file. Documents may be removed from an individual's file by mutual consent.

## ARTICLE XXI--DISCIPLINARY ACTION

### 21.1 Proper Cause

Faculty members may not be disciplined under this contract except for reasonable cause. A faculty member, who is subject to discipline, may request review of that action by the Promotion and Tenure Committee which, if deemed appropriate, may make recommendations to the Vice President for Academic Affairs/Dean of the Faculty. After a final decision by the Vice President for Academic Affairs/Dean of the Faculty, a faculty member who believes his/her discipline was not for proper cause may file a grievance contesting the discipline only if it relates to a violation of the contract.

### 21.2 Intent to Dismiss

If disciplinary action involves intent to terminate, the bargaining unit member will have two business days to respond.

### 21.3 Review by Arbitrator

In the eventuality of arbitration, it is agreed that the Arbitrator may not merely "stand in the shoes" of the Vice President for Academic Affairs/Dean of the Faculty or substitute his or her judgment for the judgment of the Vice President for Academic Affairs/Dean of the Faculty as if the Arbitrator were making the initial decision. The Arbitrator may reverse or modify a decision imposing discipline only if that decision is found to be without reasonable basis. Where the College brings forth a disciplinary action, the College shall have the burden of proving that a reasonable basis existed to imposing discipline.

## ARTICLE XXII-DISPUTES CONCERNING EMPLOYMENT STATUS

### 22.1 General Standards

The discipline or discharge of any faculty member shall be for just cause. Promotion denials may be reviewed only to ensure that the decision is not capricious, or unreasonable. A grievance that concerns employment status suspension, termination, promotion, alleged violation of the College's tenure policy alleged violation of the College's policy on academic freedom, alleged salary discrimination or reduction - shall be processed through a faculty Hearing Board. Tenure review is determined under different standards as described in the Article on Tenure. When possible, concerns that may lead to discipline or discharge should be discussed with the faculty as they arise and as part of a regular evaluation.

### 22.2 Informal Resolution Procedure

Bargaining unit members, the AAUP, and the College should try to solve problems by informal means whenever possible:

(A) In accordance with the commitment of the parties to resolve matters as promptly as possible, an faculty who receives notice of discipline or discharge, or denial of promotion, may discuss the matter with the Dean for the faculty's discipline within ten (10) days of learning of the matter.

(B) If the bargaining unit member, and/or the AAUP, believe that a meeting may be fruitful, either one may request an informal meeting with the Dean. The Dean, or the designee of the Dean, shall conduct a meeting with the bargaining unit member within ten days of the request.

(C) The bargaining unit member and/or the AAUP, as well as the Dean, shall submit information to explain and support their positions. The Dean may continue the informal process until a resolution is reached or the Dean determines that no further purpose is served by continuing.

(D) At the conclusion of the informal process, the parties shall execute a written description of any agreement. If no agreement is reached, the Dean shall notify the bargaining unit member and the AAUP in writing that the informal process ended without a resolution

### 22.3 Processing of Grievances

A bargaining unit member who is not satisfied with the disposition after the informal resolution procedure may file a grievance by notifying the Vice President of Academic

Affairs, Dean of the Faculty (VPAA) in writing within the following ten (10) days. That matter shall be sent to a faculty Hearing Board.

**22.4 Hearing Board Procedures**

A Hearing Board shall consist of 5 tenured faculty members. AAUP shall appoint three members and the College shall appoint two members. Both the Vice President for Academic Affairs/Dean of the Faculty and the petitioning faculty member have the right to peremptorily challenge one Hearing Board Member, in which case an alternate will be seated on the Hearing Board. The Hearing Board shall set a date and time for hearing the dispute that is within 30 days after notification to the VPAA. The Board shall be the sole determiner of the propriety of those who may attend, except that the faculty pursuing the grievance will be allowed to attend along with a proper representative (attorney or other faculty).

At least 15 calendar days before that hearing, the bargaining unit member may (but does not have to) file a brief written description of the grounds supporting the grievance, with exhibits if desired. The description shall not exceed ten pages, double spaced, one-inch margin, and be at least 12 point type face. At least 5 calendar days before that hearing, the College may (but does not have to) file a reply brief, with exhibits, adhering to the same space constraints as apply to the bargaining unit member.

A stenographic record or tape recording of the Hearing or Hearings may be taken and a written transcript may be made available to the faculty member and Vice President for Academic Affairs/Dean of the Faculty at their request and without cost to them.

The bargaining unit member may be present at the hearing and may be assisted and represented by legal counsel. Each party shall have the opportunity to present and examine witnesses, to present documentary evidence, and to refute evidence. The hearing will consist of each side being afforded two hours in which to present its position. Members of the Hearing Board may ask questions during the presentation or after the two hours have expired. Unless the Board decides otherwise by majority vote, these presentation time limits shall be followed strictly. Any relevant evidence may be considered if it is of the type upon which responsible persons would rely in the conduct of serious affairs. The entire Hearing Board must be present for the hearing, and each member must be present in order to participate in the deliberations, to vote, and to sign the report and recommendation to the President. The Hearing Board's report and recommendation shall be adopted by majority vote.

The Hearing Board must, within 20 (twenty) working days of its election, make a recommendation on the case in writing to the Vice President for Academic Affairs/Dean of the Faculty with transmission to the President and the faculty member. Following the submission of the Hearing Board’s recommendation, the Hearing Board will distribute, for informational purposes only, a summary report of the recommendation to the full faculty at the next regularly scheduled faculty meeting.

Nothing in these rules impedes the right of the Board to meet in executive session, to seek counselor advice from any source, or take other action deemed appropriate to reach a proper decision.

**22.5 Review and Decision by President**

Within fifteen (15) days after the conclusion of the hearing, the Hearing Board shall prepare and forward to the President its written report and recommendation. The President may request additional information from the parties, or from the Hearing Board, and may also review the evidence received at the hearing. Within fifteen (15) days after receiving the Hearing Board's recommendation, the President shall approve or disapprove the action recommended and shall state his/her reason(s) in writing to the faculty, with a copy to the Hearing Board. The decision of the President shall be final and conclude proceedings within the College. Failure to renew the contract of a non-tenured faculty member is within the discretion of the President and the Board of Trustees, and is not subject to this Article.

**22.6 AAUP Representation**

If a faculty member reasonably believes that an investigation or discussion with the College is likely to lead to discipline or discharge, or if the College conducts a meeting to announce discipline or any other meeting under this Article, the faculty may request that the meeting not occur without the presence of an AAUP Representative. No meeting need be postponed or unduly delayed because of the absence of an AAUP representative.

**22.7 Time Limitations**

Whenever used in this Collective Bargaining Agreement, the word "days" means calendar days. Except in case of suspension or termination, regular recess leave and summer periods, as determined by the College and set forth in the Academic Calendar, shall not be counted as "days." Time limits may be extended only by mutual agreement in writing of the College, the AAUP, and the bargaining unit member. If the AAUP or the bargaining unit member fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If the College fails to comply with any time limits set forth in this Article, the grievance shall move to the next step.

**22.8 Timing for Suspension and Termination Disputes**

In case of suspension or termination, regular recess leave shall not be counted as "days." If the timing of any dispute under this Article XXII shall cause the hearing before the Hearing Board to be scheduled during the summer recess period, the College and the AAUP shall meet to reach a date that accommodates the parties promptly. If no agreement is reached concerning the date of any hearing, it shall be postponed until two weeks after the beginning of the next academic year. In that circumstance, the College, in its discretion may suspend the faculty without pay at the beginning of the next academic year, if the faculty member is not already suspended without pay.

## ARTICLE XXIII - DISPUTES CONCERNING CONDITIONS OF EMPLOYMENT

### 23.1 Definition of Grievance

A grievance shall mean any dispute between a bargaining unit member or the AAUP, and the College concerning the application of, the interpretation of, or a claimed violation of the express terms of this Agreement with regard to terms and conditions of employment. Rules, regulations, policies, or practices implemented pursuant to this Agreement fall within this definition. The AAUP may act through its Grievance Committee.

### 23.2 Procedures

Step l--Within fifteen (15) days of the event giving rise to the grievance, or after the bargaining unit member or the AAUP reasonably should have known of the event giving rise to the grievance, the aggrieved bargaining unit member, or a representative of the AAUP, shall raise a grievance to the bargaining unit member's immediate supervisor. The immediate supervisor shall attempt to resolve the grievance and provide the bargaining unit member, or the AAUP representative, with a response within fifteen (15) days. If the grievance cannot be resolved at this level it may be appealed to Step 2 by the AAUP or the bargaining unit member.

Step 2--Within fifteen (15) days of receiving the College's response to the grievance at Step 2, the decision may be appealed in writing by the AAUP or the bargaining unit member to the appropriate Dean. Upon receipt of the appeal, a meeting shall be held within fifteen (15) days between the aggrieved, a representative of the AAUP if the bargaining unit member so chooses, and the Dean or the Dean's designee. The College shall provide a response to the appeal in writing within fifteen (15) days.

Step 3--Within fifteen (15) days of receiving the College's answer at Step 2, the grievance may be appealed by the AAUP or the bargaining unit member to the Vice President for Academic Affairs (VPAA), or the VPAA's designee. The written appeal shall state the name of the aggrieved, the action causing the grievance, the contract provision alleged to be violated, if any, and the remedy requested by the AAUP or bargaining unit member. Upon receipt of the appeal, a meeting shall be held within fifteen (15) days between the aggrieved, a representative of the AAUP if the grievant so chooses, and the VPAA or the VPAA's designee. The College shall provide a written response to the grievance within fifteen (15) days.

A grievance that the AAUP contends is of significance to a group of bargaining unit members, or that the AAUP contends challenges a College-wide policy or practice, may begin at step 2. That grievance shall be filed within fifteen (15) days of the event giving rise to the grievance or after the grievant or the AAUP reasonably should have known of the event giving rise to the grievance.

If the grievant is not satisfied with the response, he or she may file a written appeal to the President, or his/her designee, within ten days after receipt of the written decision of the Vice President for Academic Affairs/Dean of the Faculty. The President shall consider the grievance and any relevant information relating to the grievance, and shall reply in writing within twenty (20) business workdays of receipt of the grievance. The President may meet with the grievant during his/her consideration of the grievance.

**23.3 Arbitration**

A grievance may be appealed to arbitration within fifteen (15) days after receiving the College's written response at Step 3 of the grievance procedure. The written appeal shall be in writing to the VPAA.

Within fifteen (30) days following receipt of the written appeal letter, the VPAA and the AAUP shall jointly request a panel of not less than seven (7) arbitrators from the American Arbitration Association to begin the selection process. Selection shall be made by the AAUP and the College alternately striking from the list. The final name shall be the arbitrator for the grievance. The first strike shall be rotated between AAUP and the College.

The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement. The award of the arbitrator shall be final and binding, and both parties agree to abide by the decision. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be paid by the party that loses the arbitration. The arbitrator shall include in the written opinion a clear direction of which party prevailed.

**23.4 Time Limitations**

Whenever used in this Collective Bargaining Agreement, the word "days" means calendar days. Regular recess leave and summer periods, as determined by the College and set forth in the Academic Calendar, shall not be counted as "days." Time limits may be extended only by mutual agreement in writing by the College, the AAUP, and the aggrieved. If the AAUP or the faculty fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If the College fails to comply with any time limits set forth in this Article, the grievance shall move to the next step.

## ARTICLE XXIV--REASSIGNMENT (IN THE ABSENCE OF RETRENCHMENT)

### 24.1 Introduction

Reassignment is a proactive vehicle which should enable the College to respond to the changing circumstances of the environment without necessitating or invoking the retrenchment. Reassignment will not be used as a punitive procedure against any individual faculty member.

To enable the College to respond to changing circumstances in the Academic environment, the College reserves the right to offer to reassign faculty members into another academic department provided the faculty member is qualified to teach courses in the affected department as reasonably determined by the department and approved by the Vice President for Academic Affairs/Dean of the Faculty:

#### 24.1.1 To Another Department

(1) The reassigned tenured or tenure-track faculty member shall carry their tenure line with them effectively transferring that tenure line to the new department.

(2) A reassigned tenured or tenure-track faculty member shall retain his or her rank and seniority.

(3) Notice of the terms and conditions of the reassignment shall be included in the faculty member's contract at the time of the reassignment.

#### 24.1.2 To Administration

The College reserves the right to offer to reassign faculty members into Administrative or other appropriate appointments throughout the College community. Although the reasons and circumstances for each faculty reassignment may vary considerably, the following conditions shall be adhered to unless otherwise mutually agreed upon by both the College and the AAUP:

(1) A reassigned tenured or tenure-track faculty member shall carry their tenure line with them. Since the reassigned faculty member has not vacated either their tenure or tenure track line, any resulting uncovered teaching load may be filled by non-tenure track renewable contracts and/or adjunct faculty.

(2) A reassigned tenured or tenure-track faculty member shall retain his or her rank and seniority.

(3) Notice of the terms and conditions of the reassignment shall be included in the faculty member's contract at the time of the reassignment.

(4) If the reassigned faculty member leaves the College, assignment of the tenured line will be determined by the need in the department in which the faculty member was tenured. If a full-teaching load does not exist in that department, reassignment of the tenure line will be made by the Vice President for Academic Affairs/Dean of the Faculty.

## ARTICLE XXV—RETRENCHMENT FOR REASONS OTHER THAN FINANCIAL EXIGENCY

### 25.1 Introduction

In the context of retrenchment, members of the faculty may be dismissed, or their employment may not be renewed because of financial exigencies at the College, or as a result of a change in the College's academic programs, curriculum, mission, goals or objectives. Retrenchment considerations shall be made in a collegial process. Retrenchment is not to be used as an alternative for dismissal for cause. In cases of retrenchment, the following policies shall apply.

To avoid initiating the retrenchment process, the College shall attempt to obtain the needed reductions in individual faculty through attrition, or incentives for voluntary separation or reassignment.

### 25.2 Procedure

In cases of retrenchment, the following policies shall apply:

(1) There will be campus-wide and/or broad-based discussion and consideration of the possibility of retrenchment prior to initiating a proposal to retrench, although it is understood that factors such as time or the need for confidentiality may affect the scope or speed of these discussions. Under any circumstance, the College will discuss consideration of retrenchment with the Chapter President prior to initiating a retrenchment proposal.

(2) If the decision is made to continue the retrenchment process, the Vice President for Academic Affairs/Dean of the Faculty will submit a retrenchment proposal to the Faculty Curriculum Committee for consideration. Notice of a retrenchment proposal submission to the Faculty Curriculum Committee will be provided to the Chapter at the time of the submission.

(3) The Faculty Curriculum Committee will have not greater than sixty (60) calendar days to submit a written response to the College's proposal to the Vice President for Academic Affairs/Dean of the Faculty. Any related faculty meetings shall be conducted within this sixty (60) day period.

(4) The Vice President for Academic Affairs/Dean of the Faculty shall review the proposals and render a final decision. If that decision is different from the Faculty Curriculum Committee's decision, the Vice President for

Academic Affairs/Dean of the Faculty shall state in writing the reasons for the differences.

(5) The retrenchment plan shall then be forwarded to the Promotion and Tenure Committee. They shall be charged with the responsibility of identifying the specific individual(s) to be retrenched. The Vice President for Academic Affairs/Dean of the Faculty will provide the Promotion and Tenure Committee with the parameters and priorities of the retrenchment effort including the expected programmatic alterations, the needs of the College after retrenchment, the resumes, appropriate performance evaluations, and seniority, of the individual(s) under consideration, and any fiscal considerations which are required as a part of the retrenchment efforts. The Promotion and Tenure Committee may request additional relevant information although it is acknowledged that the request does not dictate its relevance or the need to provide that information.

(6) Within an organizational department being affected, retrenchment decisions shall be based upon the needs of the College, seniority, and the past four (4) years of performance. No tenured faculty member shall be retrenched, within the department being affected, until all part-time, adjunct, and non-tenured faculty unless absolutely essential to the post retrenchment programs, have been released.

(7) The Promotion and Tenure Committee will forward its recommendation to the Vice President for Academic Affairs/Dean of the Faculty not later than twenty-one (21) calendar days after transmission of the plan from the Vice President for Academic Affairs/Dean of the Faculty.

**25.3 Faculty Recall**

No new faculty member shall be hired to fill a vacancy in an academic discipline unless the vacancy is first offered in writing to the most qualified eligible faculty member, as recommended by the Promotion and Tenure Committee, who was retrenched within the academic department. The faculty member shall respond in writing to the College within ten (10) days after the receipt of the offer. In the event a faculty member rejects the position, it shall be offered to the next most qualified eligible retrenched faculty member. The process shall continue until the position is filled or all qualified eligible retrenched members have been offered the position. A retrenched faculty member shall remain eligible for recall for three (3) years after the effective date of the retrenchment.

**25.4 Adjusted Workload**

Before any full-time tenured faculty member is released, good faith attempts shall be made to assemble for that faculty member a workload out of courses available in the

College, provided the faculty member is qualified to teach them as reasonably determined by the College's affected department(s).

**25.5 Grievance**

Grievance relating to the subject matter of the Article shall be limited to failure to follow the procedure described herein and the identification of those individuals to be retrenched. An Arbitrator shall not have jurisdiction relating to any other matters under this Article.

**25.6 Severance**

Every full-time tenured faculty member who is retrenched will be entitled to severance payments equal to one (1) year's base salary to be paid out over a twelve (12) month period.

**25.7 Confidentiality**

It is understood and acknowledged that discussions and documents that may be viewed or provided in this process are confidential and shall not be released.

## ARTICLE XXVI – REDUCTIONS DUE TO FINANCIAL EXIGENCY

### 26.1 Introduction

There is always the real possibility that conditions will, from time to time, occur that have a very strong impact on the financial health of the institution. When these conditions occur the Administration and Board of Trustees must take action in order to minimize and mitigate the conditions as much as possible to protect the institution. All faculty and staff have a vested interest in the decisions that are made and efforts will be made to obtain input from all constituents affected to the degree that it does not impair on the Institution's need and ability to take corrective actions. The Administration of the College understands that it will make a good faith effort to ensure any cuts will be equitable and balanced across the College.

### 26.2 Financial Exigency Defined

Financial exigency shall be defined generally, but not exclusively, as a projected or actual decrease in revenues that has such an impact on the Institution that requires the Administration to evaluate cuts that would normally not be considered except in extreme conditions and is expected that immediate actions must be taken to ensure the Institution's survival. Examples include, but are not limited to, a significant drop in enrollment (normally unanticipated), destruction of building space, or a legal judgment against the Institution**.**

### 26.3 AAUP Notice and Meetings

(A) If the College determines that reductions are necessary, it shall notify the AAUP promptly.

(B) Upon request of the AAUP, made within one week following notice to the AAUP, the College shall provide directly to members of the bargaining unit a plan and written description of the reasons for considering reductions and provide the AAUP opportunity for input. That notice shall be given within one week following delivery of the AAUP request to the College.

(C) Upon request of the AAUP, made within two weeks following notice to the AAUP, the College shall conduct campus-wide and/or broad -based meetings directly with members of the bargaining unit. The meeting(s) shall take place within 30 days following notice from AAUP.

(D) Upon request of the AAUP, the College shall meet with the AAUP, through representatives of its choosing, at reasonable times to confer about the reason(s) for the action and the effects of any reductions.

### 26.4 Order of Reduction

For the purposes of this section, tenured faculty are Group A; faculty in tenure track appointments who are in their probationary period are Group B; faculty with renewing contracts who are not in tenure track are Group C; and contingent faculty (adjunct and others) are Group D. Faculty members shall not be reduced if the College can provide the courses and services the College determines are to be offered by retaining faculty members and reducing other faculty. Groups A, B, and C shall not be reduced if the College can provide the courses and services the College determines are to be offered and reducing only Group D or part-time personnel. Group A and B shall not be reduced if the College can provide the courses and services the College determines are to be offered by retaining them and reducing Group C and D, or part-time personnel. Group A shall not be reduced if the College can provide the courses and services the College determines are to be offered by retaining them and reducing Group B, C, and D, or part-time personnel. Within Groups A, B, C, and D, faculty shall be reduced in inverse order of qualifications as determined by the College; provided that, if two (2) or more faculty members are equally qualified in the view of the College, the least senior faculty member shall be reduced.

### 26.5 Alternate Action

In lieu of reduction, the College shall assign faculty members to vacant positions which the College intends to fill, if the faculty member is qualified to fill the position. In determining whether a faculty member is qualified to teach a course or perform a service which the College determines is to be offered, the faculty member must meet the minimum qualifications in effect at the time of layoff for initial appointment to perform such functions.

### 26.6 Notice to Affected Faculty

The College shall notify the affected faculty and the AAUP of the names of the persons who will be reduced, and the effective date of the reduction.

### 26.7 Recall and Hiring

In the event of a restoration of the complement of faculty members, or in filling new positions, the College shall, in inverse order of reductions, offer vacant positions to faculty who meet the minimum qualifications for such vacant position, and who have been reduced for a period of three (3) years or less. Selected faculty must notify the College within thirty (30) calendar days of receiving a recall notice that they accept the offer of employment.

## ARTICLE XXV1I--SABBATICAL LEAVE

### 27.1 Purpose

The purpose of sabbatical leave is to increase long-term effectiveness through professional enrichment, thus, enhancing the quality of the recipient's contribution to the College after return. Sabbatical leave may be taken for study, professional travel, research or other scholarly activities.

### 27.2 Eligibility

Only a tenured faculty member may be eligible to apply for sabbatical leave. He/she must have tenure and six (6) years of continuous full-time service at the College. Faculty are eligible for a second sabbatical leave six (6) years after completing obligations from their previous sabbatical leave. Up to two (2) faculty will be eligible for sabbatical opportunities each year.

### 27.3 Application

Applicants must submit the "Sabbatical Leave Application" form which includes a description of the project to be undertaken during the leave. The project must show scholarly merit and contribute to the academic development and long-term effectiveness of the recipient and the College.

Applications for sabbatical leaves of absences must be submitted in accordance with the 1996 Contract and within the following specified time frame:

- For sabbatical leave which would take place during the Fall of a given year, requests must be received by the Vice President for Academic Affairs/Dean of the Faculty not later than September 10, of the previous calendar year. For sabbatical leave which would take place during the Spring of a given year, requests must be received by the Vice President for Academic Affairs/Dean of the Faculty not later than January 10, of the previous calendar year.

- Any eligible faculty member may, in rare instances and/or exceptional circumstances, petition the Vice President for Academic Affairs/Dean of the Faculty to consider allowing the submission of a sabbatical leave request to the Professional Development Committee which does not meet the above noted deadlines.

Faculty requests, including a list of college resources needed for the sabbatical, must first be presented to the Department Chairperson/Director for review and recommendation.

Appropriate requests will be forwarded to the Professional Development Committee for their review and recommendation. The Professional Development Committee will forward the requests along with the committee's recommendation to the Vice President for Academic Affairs/Dean of the Faculty for final decision.

Sabbatical leave for research requires that a detailed protocol be submitted with the application. The research must result in publication and the results of any leave shall be shared with the College community.

Sabbatical leave for study must be at the graduate level, unless special exception is granted. A detailed plan of study must be submitted with the application. Course work must be started and completed during the period of the leave.

Sabbatical leave for professional travel requires that applicants do extensive traveling and study during the length of the proposed leave. The itinerary may include separate trips to various locations. A detailed plan of travel and study which explains the programmatic value to the College must be submitted with the application.

Sabbatical leave for other types of professional development and/or scholarly activities which do not fit into the above noted categories are eligible for sabbatical leave on a case-by-case basis.

The Vice President for Academic Affairs must receive in writing all changes to the detailed plan as they occur.

**27.4 Approval**

The selection and approval of applications for sabbatical leaves will be made: (1) according to the value of the leave; and (2) the soundness of the proposal. Approval will be contingent upon available funding.

Any disputes arising as a result of this policy shall be subject to the grievance procedure.

**27.5 Reciprocal Obligation**

Individuals granted sabbatical leave will be expected to adhere to the plan presented in the approved application. They must also agree in writing to return for one (1) full contract year of service immediately following that leave. Any person who does not return, or who does not remain for one (1) full contract year after returning, will be required to refund the salary received from the College during the leave. This repayment will not apply to retrenched faculty.

Within three (3) months of the beginning of the academic year following the sabbatical, the recipient will be required to present an oral and a written report to the College community.

Following the leave, the faculty will return to the position held prior to the leave. If this position does not exist, the faculty will return to a similar position.

**27.6 Compensation**

All individuals taking sabbatical leave will be compensated at one-half (1/2) base salary for one (1) year, or full salary for one-half (1/2) year. Faculty on sabbatical will retain full fringe benefits, including retirement contributions, as defined before leave. Time spent on sabbatical leave will accrue toward seniority and promotion.

## ARTICLE XXVIII--OUTSIDE EMPLOYMENT AND USE OF COLLEGE RESOURCES

### 28.1 Outside Employment

A full-time faculty member may engage in a limited amount of outside part-time employment, during the contractual year provided such work does not interfere with the faculty member's required contractual duties, including non-teaching duties (such as committee work, scheduled meetings, etc.). Faculty members will inform and seek the approbation of their Department Chair/Director and appropriate Academic Dean of such outside employment. Faculty members will inform the Department Chair/Director and the appropriate Academic Dean of such outside employment. Notification will include a brief written summary of the type of employment and the name of the employer. The Academic Dean will confirm in writing receipt of the notification.

In outside activities a faculty member must take care not to affect adversely either the faculty member's own independence or the integrity of the College.

This provision is not intended to prevent faculty engaging in outside employment; however, it is intended as an acknowledgment that a full-time appointment carries with it a significant obligation to the College and its students.

### 28.2 Conflict of Interest

(1) A faculty member may not engage in any conduct that constitutes a financial or other conflict of interest with the College.

(2) College equipment, supplies, telephone, telefax, materials, clerical and other services and facilities may not be used for other than College activities without written permission of the Vice President for Business and Finance and appropriate compensation to the College, as specified in the written authorization. It should be understood that a faculty member's time required to fulfill his or her duties is not to be diverted to non-College interests. Faculty members may not engage in activities which establish programs at other institutions which are in competition with programs of the College.

(3) Privileged College-based information and procedures, which clearly provides an unfair advantage to any outside individual or business when dealing with the College or College initiatives shall not be used in any circumstances.

(4) Faculty members may not use their institutional relationship to support or to imply endorsement of outside activities or products without written

College permission. Faculty members shall not use any reference to the College, its logos, trademark designs and insignia, phone numbers, facsimile numbers, electronic or conventional mail addresses and office address on any materials or documents that solicit or promote outside activities.

(5) A faculty member shall notify the Vice President for Business and Finance, in writing, at any time a business in which the faculty member or a member of the faculty member's family, parents (assuming known or reasonably known), spouse or children owns a 10% or greater interest is about to agree to provide goods or services to the College.

**28.3 Confidential Information**

Confidential information regarding the College or students shall not be divulged under any circumstances.

**28.4** Limited part-time teaching at other schools, college or universities is not considered a conflict of interest under the terms of this agreement

**28.5 Violation**

Violation of this article will result in disciplinary action.

## ARTICLE XXIX--PAST ACADEMIC PROCEDURES

The parties agree to follow significant past academic procedures that are not in conflict with this Agreement. When issues of concern arise with these significant academic procedures, they will be discussed upon request and reasonable notice such as, but not limited to, procedures to allow changes in curriculum, teaching assignments, and class sizes.

## ARTICLE XXX--SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid, by any court or competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent, as if that provision had never been incorporated in this Agreement, and, in such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

## ARTICLE XXXI--ENFORCEABILITY

### 31.1 Parties to Enforcement

This Agreement shall be binding upon, and is exclusively between, the College and the Chapter. All rights and privileges claimed, under the terms of this Agreement, shall be enforceable only by the Chapter and by the College, unless otherwise specifically provided herein. It is understood, however, that the election and waiver of forum involving claims of discrimination, and those elections and waivers, are with the knowledge and consent of faculty members and their exclusive bargaining representative.

### 31.2 Priority of this Agreement

The rights, privileges and obligations of the parties hereto, and all of the terms set forth in this Agreement, shall be incorporated by reference into, and made part of, any individual agreement between such member and the College. In the event of conflict, between terms of any individual agreement, and the terms of this Agreement, the latter shall be controlling.

## ARTICLE XXXII--WAGES

### 32.1 Introduction

In an effort to recognize professional performance and to reward performance to the extent possible in a joint effort of the parties to strive towards excellence in performance, wage increases during the term of this agreement shall be as follows:

### 32.2 For the academic years beginning Fall 2014 and ending Spring 2016:

On the first pay period following ratification, each faculty member will receive a one-time $500 lump sum ratification payment (minus applicable deductions). This payment shall not be added to the base salary.

Starting with the first pay period of the 2014-2015 academic year, all faculty will receive a 3% increase to their base pay.

Starting with the first pay period of the 2015-2016 academic year, all faculty will receive $650 increase to their base pay followed by a 3% increase which when taken together shall constitute the faculty member's 2015-2016 base pay.

### 32.3 Unsatisfactory Reviews

The parties have agreed that faculty members receiving overall "unsatisfactory" evaluation ratings by their Department Chairperson/Director, or by the Vice President for Academic Affairs/Dean of the Faculty in the case of Department Chairperson/Director, in any given year will receive no wage increase in the following year. However, faculty members or Department Chairpersons/Directors receiving such evaluations may seek review of such evaluations through the internal appeals procedure culminating in review by the President of the College described in Article 22.

### 32.4 Promotion Raises

A one-time raise will be added to the base salary in the Fall of the year that a faculty member receives a promotion as follows:

| | |
|---|---|
| Lecturer to Instructor | $2,000 |
| Instructor to Assistant Professor | $3,000 |
| Assistant Professor to Associate Professor | $4,000 |
| Associate Professor to Full Professor | $8,000 |

### 32.5 Last Day of Employment

Faculty leaving at the end of a semester will be paid in one sum on the last day of employment which is defined as five working days after the last final exam day and medical benefits will continue as stated in Article 32.1

## ARTICLE XXXIII--CONTRACTED BENEFITS

### 33.1 Outside Contracted Benefits

Contracted benefits are reviewed and renewed annually. The College recognizes and desires to provide competitive benefits at cost effective rates for all faculty. The College recognizes the potential impact of changes to contracted benefits and will work with AAUP representatives.

In order to maintain competitive benefits, changes may include, but not be limited to, change in insurance carriers, changes in benefit plans, and changes in cost sharing for co-pays and plan rates.

When the College considers a change in insurance carriers that does not impact the co-pays or plan rate cost ratios, it may make the changes at its discretion.

When the College considers a change that does impact the plan benefits, co-pays, or the plan rate ratios, it will consult with AAUP representatives. The parties shall strive to retain the then current level of benefits without an increase in cost or at the lowest possible increase reasonably possible. Should the parties be unable to reach agreement for the continuation of the coverage, the College shall contract for the continuation of the same coverage, if possible, and if additional costs are required for the coverage, the College shall pay the increase in contributions for the faculty member at the current agreed ratio for the selected plan; faculty shall pay the increase in contribution for the coverage for spouse and dependents.

Health benefits are as follows:

| | |
|---|---|
| POS 10E | College will contribute the single HMO rate for all levels |
| POS 15E | College will contribute the single HMO rate for all levels |
| HMO | College will contribute 100% for single coverage and 70% for all other levels. |

Health care benefits will begin on the first day of employment with the College and terminate at the end of the next full calendar month following the final day of employment.

Retiree benefits for faculty with at least fifteen (15) years of full-time service at Delaware Valley College will continue at the same levels and according to the same procedures as were in place at the end of the 2001-2004 contract.

### 33.2 In-House Benefits

The benefits of bereavement leave, holidays, military leave, and tuition reimbursement will remain as specified in the Personnel Manual at the time this agreement is approved Faculty members on short-term disability shall continue to receive normal College benefits up to a period of six (6) months.

### 33.3 Pension Benefits

The College offers a defined contribution retirement plan through TIAA/CREF. Eligible faculty may elect to contribute, by salary reduction, between 3% and 4.5% of their salary; the College will match on a 2:1 basis up to nine percent (9) in retirement funds for each year of this contract.

### 33.4 Family Tuition Benefits

Life-time tuition waiver for Delaware Valley College undergraduate courses will be given for the spouse and children of a full-time faculty member who has ten years or more of continuous full-time service at Delaware Valley College. Registration for these courses will follow current policy for dependent tuition waiver.

### 33.5 Twelve Month Faculty

A limited number of Delaware Valley College faculty, presently Librarians, with faculty status and Superintendent of Farm Three are twelve month faculty members and as such receive different benefits for sick leave and vacation.

## ARTICLE XXXIV--SHORT-TERM DISABILITY

### 34.1 Payment of Salary

Full-time tenure track faculty members will be eligible for short-term disability after one year of full-time employment at the College and will receive benefits for a period of up to six (6) months.

When a full-time faculty member is expected to be absent from work for more than ten (10) working days due to a documented disability, the faculty member will be immediately placed on short-term disability. The Department Chair/Director and appropriate Academic Dean, in conjunction with the Vice President for Academic Affairs/Dean of the Faculty, will develop a plan to cover the absent faculty member's teaching load using volunteers within the department as the first step. In cases where the department is unable to fulfill the responsibilities for the classes, the Vice President for Academic Affairs/Dean of the Faculty in conjunction with the Department Chair/Director and appropriate Academic Dean may seek the services of adjunct or temporary faculty to fill the position. Additional costs resulting from the hiring of adjunct or temporary faculty to teach the classes will be covered by the College.

Faculty members on short-term disability will be compensated according to the following:

| **Years of Service:** | **Compensation** |
|---|---|
| 0 to 6 years | 60% of base pay |
| 7 to 20 years | 80% of base pay |
| Over 20 years | 100% of base pay |

When a faculty member is ready to return to full-time employment from short-term disability, the department chairperson/director, in consultation with the appropriate Academic Dean and Vice President for Academic Affairs/Dean of the Faculty, will determine how to handle the remaining time of the semester.

### 34.2 Appointed Physician

When a faculty member is placed on short-term disability, the College reserves the right to appoint a physician, who will examine and make a determination as to the status of the individual in question, their ability to perform their contractual duties at the time of the examination, and the prognosis of a timeline to resume their contractual duties.

### 34.3 Family and Medical Leave Act Provision

The College will comply with all rules and regulations established in accordance with the Family and Medical Leave Act.

### 34.4 Parental leave

Beginning with the 2014 fall semester, the College will offer family leave for maternity, paternity, and adoption. The member will be eligible for up to six continuous weeks of paid time off that will begin with the birth or adoption of a child. Women will be eligible to begin the six-week period before the birth if medically required by her doctor. If both parents are employees of the College the period cannot exceed six continuous weeks total.

Faculty must notify the Human Resources office at least 12 weeks before the due date for a birth. In the case of adoption, a faculty member must notify the Human Resources office immediately when an adoption application is accepted by the receiving agency and shall continue to update the Human Resources office concerning the progress of the adoption in order to insure the College has as much time as possible to cover absences.

## ARTICLE XXXV--TERM OF AGREEMENT

### 35.1 Option for Discussion

This Agreement represents the complete product of collective bargaining between the Parties and the full Agreement by the parties with respect to wages, hours, and all other conditions of employment which shall prevail during the term of this Agreement, including those portions of the Personnel Manual that pertain to the faculty. However, the Parties agree that during the Term of this Agreement, both or either party, may desire to discuss terms or the application of terms of this Agreement or issues not encompassed by this Agreement. While discussions shall not constitute a "reopening" of this contract or any term thereof, the Parties will meet and discuss, in good faith, conditions of employment upon reasonable request during the life of this Agreement.

### 35.2 Modification of Contract

This Agreement cannot be modified, amended, added to, or subtracted from, except by an instrument, in writing, signed by the College and the Chapter. No grievance or arbitration determination shall be deemed to effect a modification or alteration hereof.

### 35.3 Length of Contract

This Agreement shall be effective beginning the first day of the Fall 2014 Semester and ending the day before the beginning of the Fall 2016 semester. Procedures, policies and/or practices (as detailed in this Agreement), other than issues related to wages, shall come into effect upon ratification by both parties. Issues related to wages, as stated in Article XXXI, shall be in effect for the full term of the Agreement. Negotiations for the next contract between the College and the AAUP Chapter at Delaware Valley College will begin no later than the month of November 2015 with an effort to conclude prior to March 1, 2016 or the issuance of individual faculty contract letters.

## SIGNATURES

In witness whereof, the parties here to have executed this agreement this _____ day of 2014

For Delaware Valley College:

_____
James Trainer
Chairman of the Board of Trustees

_____
Joseph S. Brosnan, Ed. D
President

_____
Arthur D. Glass
Vice President for Finance & Administration

for the Delaware Valley College Chapter of the American Association of University Professors:

_____
William Stephens
President of the Chapter

_____
Tracy Hunt
Chairperson for the Chapter negotiating team